

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, September 09, 2013
City Hall, Council Chambers
Meeting No. 16-13

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 August 26, 2013 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Distinguished Budget Award to Finance Staff (No Report)
2. MnDOT I-35E MnPASS Update (No Report)
3. Review of Commission & Board Reappointment Assessments
 - a. Resolution for Reappointment
4. Appointment to Heritage Preservation Commission
 - a. Resolution for Appointment

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 Conditional Use Permit Review – The Shores at Lake Phalen, 1870 East Shore Drive
3. Approval of Conditional Use Permit Review – Maplewood Toyota, 2873 Maplewood Drive
4. Approval for Police Department to Purchase One License Plate Reader
5. Approval of School Resource Officer Contract With School District 622
6. Approval of a Resolution for a Temporary Lawful Gambling Permit for the Good Samaritan Society-Maplewood
7. Approval of Installation of Fiber Optics on the City Hall Campus
8. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 3 with Weber, Police Department Expansion Project - Phase 2
9. Approval of Joint Powers Agreement Renewal With Minnesota Crimes Against Children Task Force (MICAC)

- a. Approval of Resolution for Minnesota Crimes Against Children Task Force (MICAC)

H. PUBLIC HEARINGS

1. Approval of Warehousing in Business Commercial Districts by Conditional Use Permit Ordinance– First Reading
2. Approval of Green Building Ordinance – First Reading
3. Approval of Subsurface Sewage Treatment System Ordinance – First Reading

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Approval of the Maplewood Residential Recycling Contract
2. Approval of a Resolution for a Conditional Use Permit Revision and Design Review for a Tennis Court Addition, Hill Murray School, 2625 Larpenteur Avenue
 - a. Planning Commission Report
 - b. Community Design Review Board Report
 - c. Approval of a Resolution for a Conditional Use Permit Revision
 - d. Approval of Design Review
3. Approval of Design Review and a Parking Waiver for a Research Building, 3M Company, McKnight Road and Conway Avenue
 - a. Community Design Review Board Report
 - b. Approval of Design Review
 - c. Approval of Parking Waiver
4. Preliminary Approval of Proposed Tax Levy Payable in 2014 and Setting Budget Public Hearing Date

K. AWARD OF BIDS

None

L. VISITOR PRESENTATIONS

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update
2. Notification of the First Annual Fall Clean Up Campaign
3. City Council Meetings
 - a. Council Manager Workshop – Cancellation of the October 7, 2013 Meeting
 - b. City Council Meeting – Change of Meeting Date Due to Veteran’s Day Holiday

N. COUNCIL PRESENTATIONS

O. ADJOURNMENT

Sign language interpreters for hearing impaired persons are available for public hearings upon request. The request for this must be made at least 96 hours in advance. Please call the City Clerk’s Office at 651.249.2001 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.

\$ 1,751,889.04	Checks # 90493 thru # 90544 dated 08/16/13 thru 08/20/13
\$ 320,095.14	Disbursements via debits to checking account dated 08/12/13 thru 08/16/13
<hr/>	
\$ 2,691,352.59	Total Accounts Payable

PAYROLL

\$ 522,341.08	Payroll Checks and Direct Deposits dated 08/16/13
\$ 1,687.50	Payroll Deduction check # 9989499 thru # 9989501 dated 08/16/13
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\$ 524,028.58	Total Payroll
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<u>\$ 3,215,381.17</u>	GRAND TOTAL

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

2. Approval of Grant for Turf Overflow Parking Lot at Prairie Farm

Mayor Rossbach moved to approve acceptance of a grant from RWMWD for an overflow turf parking lot at Prairie Farm Neighborhood Preserve.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

3. Approval to Solicit RFP's for an Intoxicating Liquor Provider at the Maplewood Community Center

Recreation Program Supervisor Robbins answered questions of the council.

Mayor Rossbach moved to approve the request for proposal for intoxicating liquor providers at the Maplewood Community Center and final selection at the October 14 City Council meeting.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

4. Approval to Solicit RFP's for Catering Services at the Maplewood Community Center

Recreation Program Supervisor Robbins answered questions of the council.

Mayor Rossbach moved to approve the request for proposal for catering providers at the

Maplewood Community Center and final selection at the November 25 City Council meeting.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

5. Approval for Police Department Text Tip/Tip411 Subscription

Mayor Rossbach moved to approve the Police Department entering into a two-year subscription with Citizen Observer, LLC, for Text Tip/Tip411 and authorize the Finance Director to make the necessary budget adjustments.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

6. Approval for Police Department Vehicle Purchase

Mayor Rossbach moved to approve the purchase of a 2014 Ford Explorer from Cornerstone Auto Resource with the purchase price of \$29,857 using 2012 budget carryover funds and authorized the Finance Director to make the necessary budget adjustments.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

7. Approval to Receive Quotes and Award Construction Contract, Area #20 & #21, July 16th Storm Clean-up, City Project 11-19

Mayor Rossbach moved to approve the quote from Urban Companies, LLC and award the construction contract in the amount of \$56,200.00 and authorize the Finance Director to make the necessary transfers and budget adjustments.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

8. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order with Weber, Inc., Police Department Expansion Project – Phase 2

Mayor Rossbach moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order No. 2, for the Police Department Expansion Project – Phase 2.

RESOLUTION 13-8-961
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
POLICE DEPARTMENT EXPANSION PROJECT - PHASE 2, CHANGE ORDER NO. 2

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Police Department Expansion Project – Phase 2, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

Avenue

Mayor Rossbach moved to approve the Temporary Amusement Rides Permit for the Ramsey County Sheriff's Office's "Fright Farm" located at the Ramsey County Fairgrounds, 2020 White Bear Avenue.

Seconded by Councilmember Cardinal

Ayes – All

The motion passed.

H. PUBLIC HEARING

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Beebe Road Street Improvements, City Project 13-10, Approval of Resolution Ordering Preparation of Feasibility Study

Assistant City Engineer Love gave the staff report and answered questions of council.

Councilmember Cardinal moved to approve the resolution ordering the preparation of the feasibility study for the Beebe Road Street Improvements, City Project 13-10 and establish a project budget of \$60,000.

RESOLUTION 13-8-962 ORDERING PREPARATION OF A FEASIBILITY STUDY

WHEREAS, it is proposed to make improvements to the Beebe Road Street Improvement, City Project 13-10 and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to the city engineer for study and that he is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is 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.

FURTHERMORE, funds in the amount of \$60,000 are appropriated to prepare this feasibility report.

Approved this 26th day of August 2013

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

2. Approval of First Reading of an Ordinance Amending the Xcel Energy Franchise Fee and Waive Second Reading

City Attorney Kantrud gave the staff report and answered questions of the council. Jake Sedlacek, from Xcel Energy was present, addressed and answered questions of the council.

Councilmember Juenemann moved to approve the first reading of Xcel Energy Franchise Fee Ordinance and Waive the Second Reading.

ORDINANCE 931

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

THE CITY COUNCIL OF THE CITY OF MAPLEWOOD DOES ORDAIN:

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

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

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

Subdivision 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, its successors and assigns, under its electric franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the Xcel Energy December, 2013 billing month.

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

- b. Nothing has changed in the neighborhood or on these properties which would warrant changing their land use designation to a higher density.
 - c. Reclassifying the subject properties to LDR, a higher density, would create an inconsistency between these parcels and the surrounding acreage which is also guided R/LDR in the comprehensive plan like the subject properties.
 - d. A guiding principle of the land use plan is that “whenever possible, changes in types of land use should occur so that similar uses front on the same street or at borders of areas separated by major man-made or natural barriers.” A change to the land use plan to a higher density would be contrary to this objective.
3. Deny the requested rezoning from R1R (rural conservation dwelling district) to R1 (single dwelling) for the development proposal located at the southeasterly corner of Sterling Street and Carver Avenue. This recommendation for denial is based on the following reasons:
- a. The city council zoned the subject properties as R1R (rural conservation dwelling district) with the intention of limiting development impact and housing density in order to preserve and enhance the ecological and aesthetic character of the property. Rezoning this land to R1 (single dwelling residential) would be contrary to that goal and eliminate the intended environmental controls.
 - b. Nothing has changed in the neighborhood or on these properties which would warrant rezoning this property to allow a higher density.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

4. Approval of a Resolution for a Conditional Use Permit Revision for a Parking Lot Expansion, Bruentrup Heritage Farm, 2170 County Road D

Senior Planner Ekstrand gave the staff report and answered questions of the council. Bob Jensen, President of the Maplewood Area Historical Society was present and addressed the council to give additional information about the reinforced-turf parking lot expansion.

Councilmember Juenemann moved to approve the conditional use permit revision resolution for the Bruentrup Farm, located at 2170 County Road D East, to allow the addition of a 24-stall reinforced turf parking lot for overflow parking. Approval is based on the findings required by ordinance and subject to the following conditions (additions are underlined):

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

- c. Construct a trash dumpster enclosure for any outside trash containers. The enclosures must be 100 percent opaque, match the color of the buildings and have a closeable gate that extends to the ground. If the trash container is not visible to the public it does not have to be screened.
 - d. Install site-security lighting as required by the code. The light source, including the lens covering the bulb, shall be concealed so the light source is not visible and so it does not cause any nuisance to drivers or neighbors.
4. If any required work is not done, the city may allow temporary occupancy if the city determines that the work is not essential to the public health, safety or welfare.
 5. All work shall follow the approved plans. The director of community development may approve minor changes.
 6. Update the January 2008 Bruentrup Heritage Farm Master Plan to include correct site size, site conditions, parking references, and purpose and intent of uses including any large non-historical fundraising events.
 7. When the parking lot located east of the site cannot accommodate parking for an event (i.e., events where there are more than 84 people based on 4 people per vehicle in the 21 space parking lot located to the east of the site) the society must supply off-site parking to accommodate the events.
 8. Off-site parking at Salvation Army (78 parking spaces at 2080 Woodlyn Avenue):
 - a. The society must supply the city with a signed parking agreement between the society and the owners of the Salvation Army for the use of the parking lot.
 - b. Transportation of guests in a wagon pulled by a tractor to and from the Salvation Army parking lot (Woodlyn Avenue) on a trail through the Prairie Farm Neighborhood Preserve is only allowed during daytime hours.
 - c. The society must ensure safe pedestrian crossing at the intersection of Woodlyn Avenue and Ariel Street for visitors parking in the Salvation Army parking lot. Safe pedestrian crossing can involve temporary signs or crossing guards.
 9. Off-site parking at Harbor Pointe (278 parking spaces at 2079 to 2127 County Road D):
 - a. The society must supply the city with a signed parking agreement between the society and the owners of Harbor Pointe which allows the use of this parking lot.
 - b. The society must ensure safe pedestrian crossing at the intersection of County Road D and Ariel Street for visitors parking in the Harbor Pointe parking lot. Safe pedestrian crossing can involve temporary signs or crossing guards.
 10. Any large scale music proposed for any event on the site (such as DJs and bands) should be limited to inside the barn.
 11. Use of the farm must comply with the city's noise ordinance which requires that no disturbing noises be generated before 7 a.m. and after 7 p.m.

12. The society will work with Maplewood city staff to coordinate the management of the oak savanna located west of the entry drive within the Bruentrup Heritage Farm site with the intent of continuing to manage that portion of the site as oak savanna.
13. The barn must be posted with a maximum occupancy of 290 people.

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

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

Conditions Relative to the Proposed Reinforced-Turf Parking Plan:

21. The site and landscaping plan dated July 17, 2013, showing the proposed turf parking plan is approved.
22. Minor revisions may be approved by staff.
23. Construction shall begin on the proposed turf parking lot within one year or this approval shall end. The city council may extend this approval for one additional year.
24. The city engineer, police chief and fire chief shall review the plans, as required by ordinance, before construction on the turf parking lot can begin.
25. Screening must be provided, as proposed, to buffer the proposed parking lot from the neighbor to the east. This screening shall be completed before the parking lot may be used, unless the applicant provides escrow to guarantee its completion. Escrow shall be, as is typically required, in the amount of 150 percent of the cost of installing the landscaping.

RESOLUTION 13-8-963
PLANNED UNIT DEVELOPMENT REVISION RESOLUTION

WHEREAS, the Maplewood Area Historical Society has applied for a conditional use permit revision to construct a 22-stall reinforced-turf parking lot at the Bruentrup Farm.

WHEREAS, Section 44-17, the off-street parking ordinance requires city council approval of turf parking lots.

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

WHEREAS, this permit applies to the property located at 2170 County Road D East. The property identification numbers for this property is:

022922110009

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

1. On August 20, 2013, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the reports and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On August 26, 2013, the city council considered reports and recommendations of the city staff and planning commission.

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

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

NOW, THEREFORE, BE IT RESOLVED that the city council also determines that the above-described conditional use permit for a reinforced-turn parking lot meets the following criteria:

1. When the need for overflow parking is infrequent or limited to occasional parking events.
2. Where there is already hard-surfaced parking that provides for handicap-accessible parking needs.
3. Where the turf parking lot would meet setback and screening requirements.
4. Where the parking need is seasonal (non winter) so snow plowing is not needed.
5. Where there would be an environmental benefit due to storm water management or meeting shoreland/wetland/flood plain ordinance impact needs.
6. Where the turf-parking plan meets the approval of the city engineer from the standpoint of using proven construction materials engineered for durability and aesthetics.
7. Where the turf-parking plan meets the approval of the police and fire chief from the standpoint of meeting public safety requirements.

Approval is subject to the following conditions:

1. Repeat this review in two years if the city has not issued a building permit for this project.
2. Before the city issues a building permit, the city engineer shall complete the necessary grading, drainage, utility and erosion control plans.
3. The applicant or contractor shall complete the following before occupying the buildings:
 - a. Replace property irons that are removed because of this construction.
 - b. Install reflectorized stop signs at all exits, a handicap-parking sign for each handicap-parking space and an address on the building.
 - c. Construct a trash dumpster enclosure for any outside trash containers. The enclosures must be 100 percent opaque, match the color of the buildings and have a closeable gate that extends to the ground. If the trash container is not visible to the public it does not have to be screened.
 - d. Install site-security lighting as required by the code. The light source, including the lens covering the bulb, shall be concealed so the light source is not visible and so it does not cause any nuisance to drivers or neighbors.
4. If any required work is not done, the city may allow temporary occupancy if the city determines that the work is not essential to the public health, safety or welfare.

5. All work shall follow the approved plans. The director of community development may approve minor changes.
6. Update the January 2008 Bruentrup Heritage Farm Master Plan to include correct site size, site conditions, parking references, and purpose and intent of uses including any large non-historical fundraising events.
7. When the parking lot located east of the site cannot accommodate parking for an event (i.e., events where there are more than 84 people based on 4 people per vehicle in the 21 space parking lot located to the east of the site) the society must supply off-site parking to accommodate the events.
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10. Any large scale music proposed for any event on the site (such as DJs and bands) should be limited to inside the barn.
11. Use of the farm must comply with the city's noise ordinance which requires that no disturbing noises be generated before 7 a.m. and after 7 p.m.
12. The society will work with Maplewood city staff to coordinate the management of the oak savanna located west of the entry drive within the Bruentrup Heritage Farm site with the intent of continuing to manage that portion of the site as oak savanna.
13. The barn must be posted with a maximum occupancy of 290 people.

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

Conditions Relative to the Proposed Reinforced-Turf Parking Plan:

21. The site and landscaping plan dated July 17, 2013, showing the proposed turf parking plan is approved.
22. Minor revisions may be approved by staff.
23. Construction shall begin on the proposed turf parking lot within one year or this approval shall end. The city council may extend this approval for one additional year.
24. The city engineer, police chief and fire chief shall review the plans, as required by ordinance, before construction on the turf parking lot can begin.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

K. AWARD OF BIDS

1. **East Metro Public Safety Training Center, City Project 09-09, Approval of Resolution Receiving Bids and Awarding of Contract for Bid Package 5 (Burn Building and Burn Tower)**

Assistant City Engineer Love gave the staff report. Fire Chief Lukin answered questions of the council.

Councilmember Cardinal moved to approve the Resolution for the East Metro Public Safety Training Center, City Project 09-09, receiving Bids and Awarding a Contract to Weber Construction for Base Bid (Burn Building) and Alternate 1 (4-Story Tower) for Bid Package 5.

RESOLUTION 13-8-964
RECEIVING BIDS AND AWARDING CONTRACT

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Weber, Inc. in the amount of \$1,518,000.00, is the lowest responsible bid for construction of the Base Bid (burn building) and Alternate 1 (4-story burn tower) for the East Metro Public Safety Training Center: Bid Package 5 – City Project 09-09, and the mayor and city manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

The finance director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project as previously approved by council.

Adopted by the council on this 26th day of August, 2013.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

L. VISITOR PRESENTATION

None

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update

Assistant City Manager Coleman gave the council calendar update.

2. Commission, Board and Volunteer Event Announcement (No Report)

Citizen Service Director Guilfoile gave an update to the Commission, Board and Volunteer Appreciation Event that will be held at the Maplewood Community Center on Thursday, September 26th.

Citizen Services Director Guilfoile updated the council regarding the Highway 36/English Street interchange grand opening event that will be held on Friday, August 30th at 9:00 a.m. at the west end of the Menards parking lot.

N. COUNCIL PRESENTATIONS

None

O. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 8:27 p.m.

MEMORANDUM

TO: City Council
FROM: Charles Ahl, Assistant City Manager
 Sarah Burlingame, Senior Administrative Assistant
DATE: September 4, 2013
SUBJECT: Review of Commission & Board Reappointment Assessments
 a. Resolution for Reappointment

Introduction

The City Council will review the list of commissioner's whose terms are to expire either on September 30th or December 31st of this year. The commissioners we asked to fill out an assessment to evaluate their time on the commission and to provide input to the council.

Background

This is the first time the Council will be reviewing reappointments with this new process. The assessments are to take the place of reappointment interviews and provide an avenue of communication between commissioners and the Council.

There are 11 terms that are ending in the next few months. Out of the 11 commissioners, 2 chose not to seek reappointment, one on the Environmental & Natural Resources Commission and one on the Planning Commission. These positions will be posted as vacant to be filled at a later date.

Bill Kempe on the Planning Commission was originally appointed in February of this year. Because he was so recently appointed and has indicated that he would like to continue to serve, staff will recommend his reappointment without reviewing an assessment.

The following commissioners are seeking reappointment:

Heritage Preservation Commission:

Richard Currie, member since 7/26/2004, term expires 4/30/2013

Attendance: Has not missed any meetings

Environmental & Natural Resources Commission

Ginny Yingling, member since 11/30/2006, term expires 9/30/2013

Attendance: (2011) 9/11 (2012) 10/11 (2013) 5/7

Ann Palzer, member since 7/25/2011, term expires 9/30/2013

Attendance: (2011) 5/5 (2012) 10/11 (2013) 6/7

Housing & Economic Development Commission

Jennifer Lewis, member since 4/25/2011, term expires 9/30/2013

Attendance: (2011) 2/3 (2012) 4/7 (2013) 3/4

Joy Tkachuck, member since 9/25/2006, term expires 9/30/2013

Attendance: (2010) 5/7 (2011) 2/2 (2012) 3/3 (2013) 3/4

Background (continued)

Mark Jenkins, member since 1/25/2010, term expires 9/30/2013

Attendance: (2010) 6/7 (2011) 5/6 (2012)7/7 (2013) 4/4

Police Civil Service Commission

Debra Birkholz, member since 12/13/2010, term expires 12/31/2013

Attendance: (2011) 4/4 (2012) 2/2 (2013) 4/4

Planning Commission

Tushar Desai, member since 7/22/2002, term expires 12/31/2013

Attendance: (2010) 17/20 (2011) 12/15 (2012) 9/12 (2013) 6/10

Bill Kempe, Member Since 2/11/2013, term expires 12/31/2013

Budget Impact

None.

Recommendation

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

Attachments

1. Resolution for Reappointment
2. Reappointment Assessments in order listed above.

RESOLUTION NO. _____

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

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

Heritage Preservation Commission:

Richard Currie, term expires 4/30/2016

Environmental & Natural Resources Commission

Ginny Yingling, term expires 9/30/2016

Ann Palzer, term expires 9/30/2016

Housing & Economic Development Commission

Jennifer Lewis, term expires 9/30/2016

Joy Tkachuck, term expires 9/30/2016

Mark Jenkins, term expires 9/30/2016

Police Civil Service Commission

Debra Birkholz, term expires 12/31/2016

Planning Commission

Tushar Desai, term expires 12/31/2016

Bill Kempe, term expires 12/31/2016



Maplewood Commission Reappointment Assessment



(Please print or type clearly)

Name: Richard E. Currie

Commission: Heritage Preservation

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

If Yes, why? BECAUSE I WANT TO HELP OUT

How do you feel you contribute to the Commission? Help with 100 years Home, Maplewood 50th year AND THE NEW ORDINANCE

What successes do you feel have the Commission has had during your term? 100 year Homes 50th year AND THE CLG inventory of the city's heritage

Any suggestions to help the Commission function more efficiently? Commute Education

What are some bigger issues/projects the Commission will be facing in the next 6 months? Get grants and working it in to the plan up grading the ordinance

Any other comments for the City Council regarding your reappointment or the commission? (i.e. new topics or projects to explore, processes to consider, etc.) Making a Heritage a strong part of the City of Maplewood

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

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



Maplewood Commission Reappointment Assessment



(Please print or type clearly)

Name: Ginny Yingling

Commission: Environmental & Natural Resources

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

If Yes, why? _____

How do you feel you contribute to the Commission? I feel that I bring a solid background in environmental science and problem solving to the work of the Commission.

What successes do you feel have the Commission has had during your term? I am especially proud of the role I played in helping the City secure the Fish Creek property. Also, the Commission has improved the wetland ordinance, helped increase recycling, wrote a renewable energy ordinance, and raised

Any suggestions to help the Commission function more efficiently? awareness of env. issues in the City.
I think the Commission is generally efficient in their work. Some issues, such as the wetlands & urban chicken ordinances, took longer but that was due to greater public interest and the need

What are some bigger issues/projects the Commission will be facing in the next 6 months? for I would like to see the Commission focus again research on the City's greenways concept and help with outreach to residents in those areas. We are also exploring opportunities and programs to promote chemical free lawns.

Any other comments for the City Council regarding your reappointment or the commission? (i.e. new topics or projects to explore, processes to consider, etc.) I think Maplewood has been a leader in environmental protection and I would be honored to continue helping the City maintain and expand on that commitment to the future.

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

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



Maplewood Commission Reappointment Assessment



(Please print or type clearly)

Name: Ann Palzer

Commission: Environmental & Natural Resources

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

If Yes, why? I'd like to continue to learn about Maplewood's Env. issues and look for progressive solutions to solve them.

How do you feel you contribute to the Commission? I believe that I bring an open minded perspective to the commission as well as being the only commission member employed in industry. I enjoy and try to attend each event with an opportunity for interaction with Maplewood citizens.

What successes do you feel have the Commission has had during your term? The commission has seen the organized trash hauling initiative passed during this term. In addition, we have been awarded two additional steps in the Green Step program. Additionally we have made numerous recommendations for ordinance changes + updates.

Any suggestions to help the Commission function more efficiently? No, I think Shann is a great staff liaison and the commission has a good rapport. ~~Additional~~ more citizen comments and attendance at meetings would be most welcome.

What are some bigger issues/projects the Commission will be facing in the next 6 months? Our commission would like to see more measures for waste reduction. we would like to take a look at how to reduce plastic bag usage and plastic water bottle usage.

Any other comments for the City Council regarding your reappointment or the commission? (i.e. new topics or projects to explore, processes to consider, etc.) Our commission continues to have a goal of educating our citizens on environmental issues. Any suggestions of avenues to do so, especially in regards to Maplewood businesses would be appreciated.

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

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



Maplewood Commission Reappointment Assessment



(Please print or type clearly)

Name: Jennifer Lewis

Date: August 9, 2013

Commission: Housing and Economic Development Commission

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

If Yes, why?

Being a part of the Commission has been a valuable experience, and I would like to continue to work on the goals we have identified and see them through to completion.

How do you feel you contribute to the Commission?

I believe I can bring a strong perspective from being a businessperson in the community.

What successes do you feel have the Commission has had during your term?

I believe we have been successful in being able to identify the functions of the Commission, which has allowed us to develop a strategy and goals that we can now work to attain.

Any suggestions to help the Commission function more efficiently? _____

What are some bigger issues/projects the Commission will be facing in the next 6 months?

The Economic Development of the City of Maplewood is going to only become more important. Being able to present Maplewood as a place to bring your new business will allow our community to continue to thrive.

Any other comments for the City Council regarding your reappointment or the commission?

(i.e. new topics or projects to explore, processes to consider, etc.) _____

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

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



Maplewood Commission Reappointment Assessment



(Please print or type clearly)

Name: Joy Tkachuck Date: 8/8/2013

Commission: Housing & Economic Development Commission

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

If Yes, why? Serve 2 terms on Housing Redevelopment Authority and will bring that experience to the newly combined HRA and BEDC commissions = Housing & Economic Development Commission.

How do you feel you contribute to the Commission? Currently the membership composition of the Housing & Economic Development Commission is more weighted towards the Business Development side. My contribution is to bring housing development, opportunities and issues to the HEDC meetings. To be the voice of the neighborhood residents when economic development is impacting (positively or negativity) their neighborhood or community.

What successes do you feel have the Commission has had during your term? Review Maplewood Housing codes, suggested programs that provided fund to restore run-down or repossessed homes. Reviewed the metrics for housing code enforcement issues with city staff. There's more but didn't get a chance to pull my meeting notes due to the timeframe for me to resubmit this reappointment form.

Any suggestions to help the Commission function more efficiently? None yet since I'm new to this newly formed Commission.

What are some bigger issues/projects the Commission will be facing in the next 6 months? Reviewing the proposal to build affordable housing on the Maplewood Bowl site in the Gladstone neighborhood. The neighborhood needs their voice heard. I was on the Gladstone Taskforce when the Gladstone master plan was developed and I for the housing project to be successful...the Gladstone neighborhood needs to be involved.

Any other comments for the City Council regarding your reappointment or the commission? (i.e. new topics or projects to explore, processes to consider, etc.) Suggestion- Bring back the bus tour that highlighted all the activities were taking place in Maplewood. It was a chance to meet and talk with other Commissioners, City Council Members and city staff. Great way to cross pollen ideas and come up to speed on what other Commissions had done or were working on.

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

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



Maplewood Commission
Reappointment Assessment



(Please print or type clearly)

Name: Mark Jenkins

Commission: HEDC

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

If Yes, why? To continue to advocate for Businesses in Maplewood

How do you feel you contribute to the Commission? I bring years of business, residency and City government experience to the Commission. I also believe I bring Civil disagreement to issues that need a reasoned, but opposing, voice.

What successes do you feel have the Commission has had during your term? Not nearly enough. While the Commission has been a good sounding board for Council/EDA ideas, it has failed to develop an independent and proactive voice to the Council/EDA

Any suggestions to help the Commission function more efficiently? Make business retention visits a requirement for HEDC commissioners. HEDC speaks from Commissioner's perspective, not broader business community's.

What are some bigger issues/projects the Commission will be facing in the next 6 months? I don't know what City Council will bring to table, but Gladstone should have a deeper review and discussion at HEDC.

Any other comments for the City Council regarding your reappointment or the commission? (i.e. new topics or projects to explore, processes to consider, etc.) Council/EDA needs to review business plan from early 2013 and direct HEDC and staff to work together to implement it.

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

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

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Maplewood Commission Reappointment Assessment



(Please print or type clearly)

Name: Debra Birkholz

Commission: Police Civil Service Commission

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

If Yes, why? continue to contribute to the commission.

How do you feel you contribute to the Commission? I bring a citizen perspective to the commission and contribute by using my decision making skills and leadership abilities.

What successes do you feel have the Commission has had during your term? The most recent success is defining and overseeing the process to hire a Police Chief.

Any suggestions to help the Commission function more efficiently? The current set of commissioners work well together and respect each other's opinions. We keep our meetings brief and focus on the topic at hand.

What are some bigger issues/projects the Commission will be facing in the next 6 months? Recently learned from our new Police Chief that P&A has made change that will increase the number of retirements, which will impact hiring activities for police departments. It will become more difficult to find and hire top officers.

Any other comments for the City Council regarding your reappointment or the commission? (i.e. new topics or projects to explore, processes to consider, etc.) I have truly enjoyed serving on the TCSC and would definitely like to continue in this role.

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

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



Maplewood Commission Reappointment Assessment



(Please print or type clearly)

Name: _____ Tushar Desai Date: 8-19-13
Commission: Planning Commission _____

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

If Yes, why? Wish to continue to serve the city that I reside in

How do you feel you contribute to the Commission? I have been a member of the planning commission for the last twelve years. Over that period, my education in planning and zoning regulations plus my engineering background will continue to provide the guidance to the rest of the commission members as well as the city council members.

What successes do you feel have the Commission has had during your term? During this time frame, large projects like Legacy village were implemented. All the zoning maps were upgraded. Planning commission was instrumental in voicing objections to develop southern boundary of the city that houses natural land that needs to be preserved.

Any suggestions to help the Commission function more efficiently? Since there are limited projects coming up for review, we tend to schedule meetings when they need our attention. I would prefer to see that either first or third Tuesday is set for our meetings. It would help members plan their affairs. We also have a lot of new members. Sessions should be offered when there aren't agenda items to cover to get them educated.

What are some bigger issues/projects the Commission will be facing in the next 6 months? Maplewood has very limited open space left. We are likely to face requests from existing owners to make changes to their property that we will have to see if they can be accomplished with in the regulations established for all to follow.

Any other comments for the City Council regarding your reappointment or the commission?
(i.e. new topics or projects to explore, processes to consider, etc.)
Already noted in the suggestions section.

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

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

MEMORANDUM

TO: City Council
FROM: Charles Ahl, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant
DATE: **September 4, 2013**
SUBJECT: **Appointment to Heritage Preservation Commission**
a. Resolution for Appointment

Introduction/Background

There is one openings on the Heritage Preservation Commission. This opening is due to an expired term. The City has advertised and accepted applications from interested individuals. The City Council then interviewed the candidate for this commission and filled out ballots during the Workshop prior to this meeting, which staff has tallied.

Budget Impact

None.

Recommendation

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

Heritage Preservation Commission
- Frank Gilbertson, term expires 4/30/2016

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:

Heritage Preservation Commission

- Frank Gilbertson, term expires 4/30/2016

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MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Gayle Bauman, Finance Director
DATE: August 30, 2013
SUBJECT: Approval of Claims

Attached is a listing of paid bills for informational purposes. The City Manager has reviewed the bills and authorized payment in accordance with City Council approved policies.

ACCOUNTS PAYABLE:

\$ 628,439.45	Checks # 90545 thru # 90590 dated 08/16/13 thru 08/27/13
\$ 413,288.98	Disbursements via debits to checking account dated 08/19/13 thru 08/23/13
\$ 1,551,826.11	Checks # 90591 thru # 90636 dated 09/03/13
\$ 260,148.07	Disbursements via debits to checking account dated 08/26/13 thru 08/30/13
<u>\$ 2,853,702.61</u>	Total Accounts Payable

PAYROLL

\$ 527,831.26	Payroll Checks and Direct Deposits dated 08/30/13
\$ 939.44	Payroll Deduction check # 9989512 thru # 9989519 dated 08/30/13
<u>\$ 528,770.70</u>	Total Payroll
<u><u>\$ 3,382,473.31</u></u>	GRAND TOTAL

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

Attachments

**Check Register
City of Maplewood**

08/23/2013

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
90545	08/16/2013	03910	METRO MECH CONTRACTORS, INC.	FAN, BEARINGS & MOTOR CHANGE OUT	6,424.78
90546	08/20/2013	00547	GL BERG ENTERTAINMENT	DEPOSIT FOR SONG BLAST SPET 26	360.00
90547	08/27/2013	00283	CENTURY COLLEGE	DRIVING REFRESHER	5,925.00
90548	08/27/2013	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES - JULY	60.00
90549	08/27/2013	03365	NICK FRANZEN	REIMB FOR MILEAGE & INTERNET	251.62
90550	08/27/2013	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - JULY	877.35
90551	08/27/2013	04206	H A KANTRUD	ATTORNEY SRVS FEES/RENT - SEPT	15,433.33
90552	08/27/2013	00985	METROPOLITAN COUNCIL	WASTEWATER - SEPT	217,290.63
90553	08/27/2013	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD MONTHLY - AUG	7,588.11
90554	08/27/2013	02930	DEB SCHMIDT	REIMB FOR MILEAGE 5/14 - 8/14	47.52
90555	08/27/2013	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - JULY 1-15	677.00
	08/27/2013	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - JULY 16-31	567.00
90556	08/27/2013	01546	SUBURBAN SPORTSWEAR	LIFEGAURD & STAFF T-SHIRTS	375.00
90557	08/27/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	4,052.92
	08/27/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,152.41
	08/27/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	212.90
	08/27/2013	01190	XCEL ENERGY	FIRE SIRENS	56.63
90558	08/27/2013	01798	YOCUM OIL CO.	CONTRACT DIESEL FUEL - AUGUST	9,637.89
90559	08/27/2013	01047	3M	SHEETING FOR SIGN FABRICATION	1,715.34
	08/27/2013	01047	3M	SHEETING FOR SIGN FABRICATION	853.33
90560	08/27/2013	05041	MERIDITH AIKENS	ELECTION JUDGE - PRIMARY ELECTION	195.56
90561	08/27/2013	02324	APPLIED ECOLOGICAL SERVICES	HERBICIDE & BRUSH CUT BEAVER CREEK	814.39
90562	08/27/2013	04555	JAIME BELLAND	ELECTION JUDGE - PRIMARY ELECTION	161.88
90563	08/27/2013	01974	BLUE CROSS REFUNDS	REFUND FOR TRANS MEDIC	445.63
90564	08/27/2013	04556	DONITA BOLDEN	ELECTION JUDGE - PRIMARY ELECTION	161.88
90565	08/27/2013	04345	DAHLEN, DWYER & FOLEY INC.	APPRAISAL REPORT FIRE STATION 1	2,500.00
90566	08/27/2013	02743	RICHARD DOBLAR	SECURITY OFFICER FOR MCC AUG 17	210.00
90567	08/27/2013	03619	DRAIN KING INC	PROJ 12-09 SEWER TELEVISION	570.00
90568	08/27/2013	00003	ESCROW REFUND	ESCROW REL CARDINAL 996 FARRELL	1,500.00
	08/27/2013	00003	ESCROW REFUND	ESCROW REL CARDINAL 1002 FARREL	1,500.00
90569	08/27/2013	00003	ESCROW REFUND	ESCROW REL GENADEK 445 HIGHPOINT	300.00
90570	08/27/2013	04558	WARREN JOHNSON	ELECTION JUDGE - PRIMARY ELECTION	161.88
90571	08/27/2013	05259	LEICA GEOSYSTEMS INC.	NEW SURVEY EQUIP	23,750.50
	08/27/2013	05259	LEICA GEOSYSTEMS INC.	NEW SURVEY EQUIP	14,585.57
Attachr	08/27/2013	05259	LEICA GEOSYSTEMS INC.	NEW SURVEY EQUIP	457.62
90572	08/27/2013	05258	LMS IRRIGATION, INC.	PROJ 11-15 REPAIR IRRIGATION SYS	593.03
90573	08/27/2013	04559	MARY LOU MECHELKE	ELECTION JUDGE - PRIMARY ELECTION	191.63
90574	08/27/2013	00983	METRO SALES INC	LEASE PMT 06/15 - 07/15	484.14
	08/27/2013	00983	METRO SALES INC	LEASE PMT 07/15 - 08/15	484.14
90575	08/27/2013	02617	ALESIA METRY	REIMB FOR MEAL 8/13	9.57
90576	08/27/2013	04318	MILLER EXCAVATING, INC.	FILL DISPOSAL - SWEEPING	477.76
90577	08/27/2013	01075	MN S C I A	REGISTRATION FEES	390.00
90578	08/27/2013	04244	NELSON AUTO CENTER	2014 FORD POLICE INTERCEPTOR UTILITY	26,108.82
	08/27/2013	04244	NELSON AUTO CENTER	2014 FORD POLICE INTERCEPTOR UTILITY	26,108.82
	08/27/2013	04244	NELSON AUTO CENTER	2014 FORD POLICE INTERCEPTOR UTILITY	26,108.82
	08/27/2013	04244	NELSON AUTO CENTER	2014 FORD POLICE INTERCEPTOR UTILITY	26,108.82
90579	08/27/2013	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - JULY	3,775.74
	08/27/2013	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - AUG	1,068.75
90580	08/27/2013	01204	CITY OF OAKDALE	PROJ 09-09 HAULING AGGREGATE	18,560.00
90581	08/27/2013	00001	ONE TIME VENDOR	REFUND M COLEMAN TRANS MEDIC	982.00
90582	08/27/2013	00001	ONE TIME VENDOR	MOTHERS & MORE CHARITABLE GAMBLING	270.00
90583	08/27/2013	05257	RAVEN BUILDERS INC.	ESCROW RELEASE 2009 ARCADE	3,520.97
90584	08/27/2013	01443	SEMPL EXCAVATING & TRUCKING	PROJ 09-09 SITE WORK	4,307.00

					G1
90585	08/27/2013	04883	SPRING LAKE PARK FIRE DEPT INC	BLUE CARD TRAINING	516.00
90586	08/27/2013	01836	ST PAUL, CITY OF	WATER USAGE - SWEEPING	503.18
	08/27/2013	01836	ST PAUL, CITY OF	RADIO SHOP SERVICES - JULY	428.88
90587	08/27/2013	01545	SUBURBAN RATE AUTHORITY	MEMBERSHIP ASSESSMENT	1,600.00
90588	08/27/2013	01578	T R F SUPPLY CO.	SOAP FOR POWER WASHER	1,116.84
	08/27/2013	01578	T R F SUPPLY CO.	SAFETY EAR MUFFS & EAR PLUGS	318.48
90589	08/27/2013	04357	UNIVERSAL HOSPITAL SRVS, INC.	PREVENTATIVE MAINTENANCE	117.00
90590	08/27/2013	05220	WEBER, INC.	PD EXPANSION PROJ PHASE 2 PMT#2	110,679.27
	08/27/2013	05220	WEBER, INC.	PD EXPANSION PROJ PHASE 1A PMT#3	51,736.12

628,439.45

46 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>
8/19/2013	MN State Treasurer	Drivers License/Deputy Registrar	42,547.40
8/19/2013	U.S. Treasurer	Federal Payroll Tax	101,283.76
8/19/2013	P.E.R.A.	P.E.R.A.	88,646.67
8/20/2013	MN State Treasurer	Drivers License/Deputy Registrar	15,848.01
8/20/2013	MN Dept of Revenue	Sales Tax	7,642.00
8/20/2013	MidAmerica - ING	HRA Flex plan	14,248.82
8/20/2013	MN State Treasurer	State Payroll Tax	20,716.44
8/21/2013	MN State Treasurer	Drivers License/Deputy Registrar	40,914.65
8/22/2013	MN State Treasurer	Drivers License/Deputy Registrar	20,816.84
8/22/2013	MN Dept of Revenue	Fuel Tax	427.22
8/23/2013	MN State Treasurer	Drivers License/Deputy Registrar	57,349.87
8/23/2013	MN Dept of Natural Resources	DNR electronic licenses	846.50
8/23/2013	Optum Health	DCRP & Flex plan payments	2,000.80
			413,288.98

Attachments

**Check Register
City of Maplewood**

08/29/2013

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
90591	09/03/2013	00111	ANIMAL CONTROL SERVICES	1,400.00
90592	09/03/2013	00120	AQUA LOGIC INC	986.46
90593	09/03/2013	00526	FOREST LAKE CONTRACTING INC	1,221,797.81
90594	09/03/2013	00972	MENARD, INC.	5,858.95
90595	09/03/2013	04193	MIDAMERICA AUCTIONS, INC.	3,400.00
	09/03/2013	04193	MIDAMERICA AUCTIONS, INC.	3,050.00
	09/03/2013	04193	MIDAMERICA AUCTIONS, INC.	3,000.00
	09/03/2013	04193	MIDAMERICA AUCTIONS, INC.	2,650.00
	09/03/2013	04193	MIDAMERICA AUCTIONS, INC.	2,450.00
	09/03/2013	04193	MIDAMERICA AUCTIONS, INC.	2,400.00
90596	09/03/2013	04316	CITY OF MINNEAPOLIS RECEIVABLES	888.30
90597	09/03/2013	01085	MN LIFE INSURANCE	3,018.60
90598	09/03/2013	01819	PAETEC	778.93
	09/03/2013	01819	PAETEC	777.11
90599	09/03/2013	01409	S E H	39,588.61
90600	09/03/2013	02274	SPRINT	7,178.26
90601	09/03/2013	01190	XCEL ENERGY	22,362.53
	09/03/2013	01190	XCEL ENERGY	6,031.42
90602	09/03/2013	05235	ALIVE & KICKIN	1,000.00
90603	09/03/2013	02034	ASSOC FOR NONSMOKERS - MN	1,837.50
90604	09/03/2013	04848	AVESIS	304.25
90605	09/03/2013	00279	CEMSTONE PRODUCTS CO.	717.14
90606	09/03/2013	05203	DANCE & ENTERTAINMENT, LLC	378.00
90607	09/03/2013	04818	BRENDA DANNER	60.00
90608	09/03/2013	04371	ELECTRO WATCHMAN INC.	4,386.88
90609	09/03/2013	00472	MICHAEL A ERICSON	1,250.00
90610	09/03/2013	00003	ESCROW REFUND	1,096.65
90611	09/03/2013	00003	ESCROW REFUND	571.87
90612	09/03/2013	04967	MARCUS FORSYTHE	19.79
90613	09/03/2013	05261	TROY GARR	90.00
90614	09/03/2013	02929	GLTC PREMIUM PAYMENTS	366.84
90615	09/03/2013	00644	HEALTHPARTNERS	12,130.72
90616	09/03/2013	02830	JON JAROSCH	30.00
	09/03/2013	04900	LASTING IMPRESSIONS BY AMY LLC	600.00
Attachme	09/03/2013	04900	LASTING IMPRESSIONS BY AMY LLC	600.00
90618	09/03/2013	05258	LMS IRRIGATION, INC.	184.89
90619	09/03/2013	00942	MARSDEN BLDG MAINTENANCE CO	6,578.16
90620	09/03/2013	03818	MEDICA	155,592.20
90621	09/03/2013	04029	MEER CONSTRUCTION, INC.	245.98
90622	09/03/2013	00983	METRO SALES INC	484.14
90623	09/03/2013	02617	ALESIA METRY	192.50
90624	09/03/2013	05242	NATURE STOCK PHOTOGRAPHY, INC.	150.00
90625	09/03/2013	01126	NCPERS MINNESOTA	512.00
90626	09/03/2013	03861	NORTHWEST LASERS, INC	1,603.13
90627	09/03/2013	00001	ONE TIME VENDOR	170.75
90628	09/03/2013	00001	ONE TIME VENDOR	136.00
90629	09/03/2013	00001	ONE TIME VENDOR	6.00
90630	09/03/2013	01359	REGAL AUTO WASH BILLING	134.00
90631	09/03/2013	01418	SAM'S CLUB DIRECT	380.41
	09/03/2013	01418	SAM'S CLUB DIRECT	237.64
	09/03/2013	01418	SAM'S CLUB DIRECT	229.52
90632	09/03/2013	03879	SANSIO	738.67
90633	09/03/2013	04074	ELAINE SCHRADER	267.60
90634	09/03/2013	01836	ST PAUL, CITY OF	5,196.09
	09/03/2013	01836	ST PAUL, CITY OF	5,196.09
	09/03/2013	01836	ST PAUL, CITY OF	5,196.09
	09/03/2013	01836	ST PAUL, CITY OF	5,196.09
90635	09/03/2013	01616	PAUL THIENES	140.00
90636	09/03/2013	03825	VAN DYKE STREET HOMES	10,001.54
				1,551,826.11

46 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>
8/26/2013	MN State Treasurer	Drivers License/Deputy Registrar	42,900.21
8/27/2013	MN State Treasurer	Drivers License/Deputy Registrar	17,613.75
8/28/2013	MN State Treasurer	Drivers License/Deputy Registrar	59,963.33
8/29/2013	MN State Treasurer	Drivers License/Deputy Registrar	33,613.44
8/30/2013	MN State Treasurer	Drivers License/Deputy Registrar	25,056.47
8/30/2013	MN Dept of Natural Resources	DNR electronic licenses	581.00
8/30/2013	US Bank VISA One Card*	Purchasing card items	46,202.87
8/30/2013	Optum Health	DCRP & Flex plan payments	841.00
8/30/2013	ICMA (Vantagepointe)	Deferred Compensation	3,954.50
8/30/2013	ING - State Plan	Deferred Compensation	29,421.50
			260,148.07

*Detailed listing of VISA purchases is attached.

Attachments

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
08/15/2013	08/19/2013	UNIFORMS UNLIMITED INC.	\$18.16	PAUL BARTZ
08/09/2013	08/12/2013	PITNEYBOWES ONLINEBILL	\$53.72	GAYLE BAUMAN
08/21/2013	08/23/2013	MINNESOTA GOVERNMENT F	\$295.00	GAYLE BAUMAN
08/21/2013	08/23/2013	MINNESOTA GOVERNMENT F	\$225.00	GAYLE BAUMAN
08/22/2013	08/23/2013	GOVERNMENT FINANCE OFFIC	\$91.98	GAYLE BAUMAN
08/08/2013	08/12/2013	OFFICE DEPOT #1079	\$13.98	REGAN BEGGS
08/08/2013	08/12/2013	OFFICE DEPOT #1090	\$252.33	REGAN BEGGS
08/08/2013	08/12/2013	ST PAUL STAMP WORKS INC	\$166.18	REGAN BEGGS
08/09/2013	08/12/2013	PAPER PLUS-ROS00108803	\$240.00	REGAN BEGGS
08/09/2013	08/12/2013	PAPER PLUS-ROS00108803	\$400.00	REGAN BEGGS
08/09/2013	08/12/2013	PAPER PLUS-ROS00108803	\$419.00	REGAN BEGGS
08/09/2013	08/12/2013	PAPER PLUS-ROS00108803	\$704.35	REGAN BEGGS
08/09/2013	08/12/2013	PAPER PLUS-ROS00108803	\$26.93	REGAN BEGGS
08/12/2013	08/13/2013	RAINBOW FOODS 00088617	\$10.50	REGAN BEGGS
08/13/2013	08/14/2013	TAKE A NUMBER, INC	\$18.55	REGAN BEGGS
08/14/2013	08/16/2013	PAKOR, INC.	\$755.10	REGAN BEGGS
08/16/2013	08/19/2013	OFFICE DEPOT #1090	\$15.82	REGAN BEGGS
08/16/2013	08/19/2013	OFFICE DEPOT #1090	\$38.37	REGAN BEGGS
08/16/2013	08/19/2013	OFFICE DEPOT #1127	\$1.34	REGAN BEGGS
08/09/2013	08/12/2013	GOPHER STAGE LIGHTING INC	\$598.93	CHRISTINE BERNARDY
08/13/2013	08/15/2013	OFFICE MAX	\$33.71	CHRISTINE BERNARDY
08/15/2013	08/16/2013	K9 STORM INC	\$170.00	BRIAN BIERDEMAN
08/16/2013	08/19/2013	PETLAND	\$6.72	OAKLEY BIESANZ
08/16/2013	08/19/2013	INTERNATIONAL ASSOCIAT	\$209.00	RON BOURQUIN
08/12/2013	08/13/2013	AMAZON.COM	\$67.04	NEIL BRENEMAN
08/21/2013	08/22/2013	MN RECREATION AND PARK A	\$100.00	NEIL BRENEMAN
08/21/2013	08/23/2013	CVS PHARMACY #1751 Q03	\$8.56	NEIL BRENEMAN
08/09/2013	08/12/2013	THE HOME DEPOT 2801	\$240.45	TROY BRINK
08/13/2013	08/14/2013	CENTURY COLLEGE-CE	\$140.00	TROY BRINK
08/13/2013	08/14/2013	NW LASERS AND INSTRUMENT	\$212.68	TROY BRINK
08/13/2013	08/15/2013	THE HOME DEPOT 2801	(\$170.33)	TROY BRINK
08/14/2013	08/15/2013	FASTENAL COMPANY01	(\$549.55)	TROY BRINK
08/14/2013	08/15/2013	FASTENAL COMPANY01	\$549.55	TROY BRINK
08/16/2013	08/19/2013	NAPA STORE 3279016	\$13.34	TROY BRINK
08/20/2013	08/22/2013	DIAMOND VOGEL PAINT #807	\$565.90	TROY BRINK
08/20/2013	08/22/2013	NAPA STORE 3279016	\$53.35	TROY BRINK
08/12/2013	08/14/2013	SUBWAY 00052159	\$103.38	SARAH BURLINGAME
08/15/2013	08/16/2013	NATL NOTARY ASSN ECOMM	\$27.45	SARAH BURLINGAME
08/15/2013	08/19/2013	SECRETARY OF STATE	\$120.00	SARAH BURLINGAME
	08/19/2013	OFFICE DEPOT #1090	\$58.04	SARAH BURLINGAME
Attachments	08/19/2013	CURTIS 1000 INC.	\$74.22	SARAH BURLINGAME
	08/19/2013	OFFICE DEPOT #1079	\$6.42	SARAH BURLINGAME
	08/19/2013	OFFICE DEPOT #1090	\$76.69	SARAH BURLINGAME
	08/20/2013	OFFICE DEPOT #1090	\$70.90	SARAH BURLINGAME
	08/20/2013	OFFICE DEPOT #1090	\$53.55	SARAH BURLINGAME
	08/20/2013	EMERGENCY AUTOMOTIVE	\$153.00	JOHN CAPISTRANT
	08/08/2013	THE HOME DEPOT 2801	\$44.70	SCOTT CHRISTENSON
	08/09/2013	VIKING ELECTRIC-CREDIT DE	(\$211.68)	SCOTT CHRISTENSON
	08/11/2013	KNOWLAN'S MARKET #2	\$11.88	SCOTT CHRISTENSON
	08/13/2013	TWIN CITY FILTER SERVICE	\$62.43	SCOTT CHRISTENSON
	08/14/2013	IRONMAN ENGINEERING	\$103.32	SCOTT CHRISTENSON
	08/22/2013	HENRIKSEN ACE HARDWARE	\$6.43	SCOTT CHRISTENSON
	08/14/2013	CDW GOVERNMENT	\$56.07	KERRY CROTTY
	08/16/2013	TARGET 00011858	\$14.13	KERRY CROTTY
	08/10/2013	FRATTALLONES WOODBURY AC	\$4.92	CHARLES DEAVER
	08/10/2013	G&K SERVICES 182	\$162.35	CHARLES DEAVER
	08/14/2013	THE HOME DEPOT 2810	\$3.82	CHARLES DEAVER
	08/20/2013	TWIN CITY HARDWARE HADLEY	\$51.33	CHARLES DEAVER
	08/20/2013	THE HOME DEPOT 2810	\$4.25	CHARLES DEAVER
	08/09/2013	PUBLIC AGENCY TRAINING C	\$295.00	RICHARD DOBLAR

08/15/2013	08/16/2013	EMERGENCY AUTOMOTIVE	\$5.71	RICHARD DOBLAR
08/08/2013	08/12/2013	THE HOME DEPOT 2801	\$66.27	TOM DOUGLASS
08/15/2013	08/16/2013	THERMO DYNE INC	\$850.00	TOM DOUGLASS
08/20/2013	08/21/2013	J.R. S ADVANCED RECYCLERS	\$167.50	TOM DOUGLASS
08/20/2013	08/21/2013	KULLY SUPPLY PC	\$45.90	TOM DOUGLASS
08/20/2013	08/22/2013	WW GRAINGER	\$21.94	TOM DOUGLASS
08/21/2013	08/22/2013	HENRIKSEN ACE HARDWARE	\$13.37	TOM DOUGLASS
08/11/2013	08/12/2013	AMAZON SERVICES-KINDLE	\$9.99	MICHAEL DUGAS
08/12/2013	08/13/2013	OAKLEY, INC.	\$193.00	MICHAEL DUGAS
08/16/2013	08/19/2013	MSP AIRPORT PARKING	\$100.00	MICHAEL DUGAS
08/16/2013	08/19/2013	DELTA AIR 0068223816567	\$25.00	MICHAEL DUGAS
08/09/2013	08/12/2013	ADVANCE SHORING COMPANY	\$117.56	DOUG EDGE
08/16/2013	08/19/2013	OAKDALE RENTAL CENTER	\$207.82	DOUG EDGE
08/22/2013	08/23/2013	CONCRETE FORM ENGINEERS	\$105.47	DOUG EDGE
08/09/2013	08/12/2013	SQ *CHRIS MASTELL TRAILER	\$250.00	LARRY FARR
08/09/2013	08/12/2013	SQ *CHRIS MASTELL TRAILER	\$377.50	LARRY FARR
08/09/2013	08/12/2013	METROPOLITAN MECHANICAL	\$1,041.18	LARRY FARR
08/10/2013	08/12/2013	G&K SERVICES 182	\$708.04	LARRY FARR
08/10/2013	08/12/2013	G&K SERVICES 182	\$384.68	LARRY FARR
08/22/2013	08/23/2013	CINTAS 470	\$90.27	LARRY FARR
08/09/2013	08/12/2013	REPUBLIC SERVICES TRASH	\$461.92	DAVID FISHER
08/13/2013	08/15/2013	OFFICE MAX	\$42.40	MYCHAL FOWLDS
08/19/2013	08/21/2013	BLS*KEYMETRICSOFTWARE	\$75.00	MYCHAL FOWLDS
08/21/2013	08/21/2013	COMCAST CABLE COMM	\$54.00	MYCHAL FOWLDS
08/14/2013	08/15/2013	BEST BUY 00000075	\$782.00	NICK FRANZEN
08/14/2013	08/15/2013	BEST BUY MHT 00000109	\$74.96	NICK FRANZEN
08/15/2013	08/16/2013	AMAZON.COM	\$89.15	NICK FRANZEN
08/21/2013	08/22/2013	AMAZON MKTPLACE PMTS	\$74.66	NICK FRANZEN
08/21/2013	08/22/2013	AMAZON MKTPLACE PMTS	\$112.14	NICK FRANZEN
08/22/2013	08/23/2013	IDU*INSIGHT PUBLIC SEC	\$353.00	NICK FRANZEN
08/09/2013	08/12/2013	OREILLY AUTO 00020743	\$11.12	CLARENCE GERVAIS
08/20/2013	08/21/2013	MENARDS 3022	\$20.27	CLARENCE GERVAIS
08/13/2013	08/14/2013	PANERA BREAD #1305	\$28.45	KAREN GUILFOILE
08/20/2013	08/21/2013	ANCHOR SCIENTIFIC INC	\$244.00	MARK HAAG
08/20/2013	08/21/2013	ANCHOR SCIENTIFIC INC	\$17.75	MARK HAAG
08/20/2013	08/21/2013	MENARDS 3059	\$80.32	MARK HAAG
08/12/2013	08/13/2013	HENRIKSEN ACE HARDWARE	\$23.55	TAMARA HAYS
08/15/2013	08/19/2013	GRUBERS POWER EQUIPMENT	\$35.26	GARY HINNENKAMP
08/16/2013	08/19/2013	MILLS FLEET FARM #2,700	\$78.02	GARY HINNENKAMP
08/19/2013	08/20/2013	JOHN DEERE LANDSCAPES530	\$321.46	GARY HINNENKAMP
08/13/2013	08/14/2013	ARC*SERVICES/TRAINING	\$27.00	RON HORWATH
08/13/2013	08/14/2013	ARC*SERVICES/TRAINING	\$19.00	RON HORWATH
08/20/2013	08/21/2013	ARC*SERVICES/TRAINING	\$19.00	RON HORWATH
08/18/2013	08/19/2013	SUBURBAN ACE HARDWARE	\$9.59	ANN HUTCHINSON
08/08/2013	08/12/2013	THE HOME DEPOT 2801	\$28.12	DAVID JAHN
08/09/2013	08/12/2013	DEPARTMENT OF LABOR AND I	\$45.00	DAVID JAHN
08/12/2013	08/14/2013	DALCO ENTERPRISES, INC	\$470.03	DAVID JAHN
08/14/2013	08/15/2013	TARGET 00011858	\$32.12	DAVID JAHN
08/15/2013	08/16/2013	MENARDS 3059	\$103.56	DAVID JAHN
08/21/2013	08/22/2013	DALCO ENTERPRISES, INC	\$59.92	DAVID JAHN
08/13/2013	08/14/2013	VL OAKDALE CONTRAC	\$433.43	DON JONES
08/20/2013	08/20/2013	COMCAST CABLE COMM	\$266.48	DUWAYNE KONEWKO
08/12/2013	08/13/2013	HENRIKSEN ACE HARDWARE	\$10.61	NICHOLAS KREKELER
08/12/2013	08/13/2013	MENARDS 3059	\$1.37	NICHOLAS KREKELER
08/08/2013	08/12/2013	UNIFORMS UNLIMITED INC.	\$273.08	DAVID KVAM
08/13/2013	08/13/2013	COMCAST CABLE COMM	\$44.65	DAVID KVAM
08/13/2013	08/15/2013	UNIFORMS UNLIMITED INC.	\$148.66	DAVID KVAM
08/13/2013	08/15/2013	UNIFORMS UNLIMITED INC.	\$197.42	DAVID KVAM
08/12/2013	08/14/2013	THE HOME DEPOT 2801	\$14.95	RANDY LINDBLOM
08/09/2013	08/12/2013	BIGHLEY AUTO BODY INC	\$595.40	MICHAEL LOCHEN
08/12/2013	08/13/2013	EMERGENCY APPARATUS MAINT	\$461.07	STEVE LUKIN

08/16/2013	08/19/2013	THE HOME DEPOT 2801	\$25.74	STEVE LUKIN
08/20/2013	08/21/2013	CUB FOODS #1599	\$188.85	STEVE LUKIN
08/20/2013	08/21/2013	REPUBLIC SERVICES TRASH	\$138.36	STEVE LUKIN
08/21/2013	08/23/2013	THE HOME DEPOT 2801	\$11.75	STEVE LUKIN
08/22/2013	08/23/2013	OVERHEAD DOOR COMP	\$404.40	STEVE LUKIN
08/13/2013	08/14/2013	JOHN DEERE LANDSCAPES530	\$131.40	BRENT MEISSNER
08/15/2013	08/16/2013	FASTENAL COMPANY01	\$43.39	BRENT MEISSNER
08/15/2013	08/19/2013	NAPA STORE 3279016	\$42.84	BRENT MEISSNER
08/08/2013	08/12/2013	BOUND TREE MEDICAL LLC	\$319.00	MICHAEL MONDOR
08/09/2013	08/12/2013	BOUND TREE MEDICAL LLC	\$272.79	MICHAEL MONDOR
08/09/2013	08/12/2013	BOUND TREE MEDICAL LLC	\$928.15	MICHAEL MONDOR
08/09/2013	08/12/2013	VIDACARE CORPORATION	\$528.02	MICHAEL MONDOR
08/12/2013	08/13/2013	N AMERICA RESCUE PRODUCT	\$35.43	MICHAEL MONDOR
08/13/2013	08/14/2013	N AMERICA RESCUE PRODUCT	\$119.90	MICHAEL MONDOR
08/13/2013	08/15/2013	BOUND TREE MEDICAL LLC	\$32.70	MICHAEL MONDOR
08/14/2013	08/16/2013	BOUND TREE MEDICAL LLC	\$2,155.70	MICHAEL MONDOR
08/14/2013	08/16/2013	HEALTH CARE LOGISTICS	\$203.41	MICHAEL MONDOR
08/19/2013	08/20/2013	BOYER FORD TRUCKS	\$508.62	MICHAEL MONDOR
08/20/2013	08/21/2013	CENTURY COLLEGE-CE	\$400.00	MICHAEL MONDOR
08/21/2013	08/21/2013	ULINE *SHIP SUPPLIES	\$431.50	MICHAEL MONDOR
08/21/2013	08/22/2013	MN EMS REG BOARD	\$632.00	MICHAEL MONDOR
08/12/2013	08/13/2013	MENARDS 3059	\$32.12	JOHN NAUGHTON
08/12/2013	08/14/2013	TESSMAN COMPANY SAINT PAU	\$185.96	JOHN NAUGHTON
08/14/2013	08/15/2013	MENARDS 3022	\$35.45	JOHN NAUGHTON
08/20/2013	08/22/2013	MILLS FLEET FARM #2,700	\$80.33	JOHN NAUGHTON
08/22/2013	08/23/2013	HENRIKSEN ACE HARDWARE	\$25.62	JOHN NAUGHTON
08/20/2013	08/22/2013	THE HOME DEPOT 2801	\$107.71	RICHARD NORDQUIST
08/21/2013	08/23/2013	THE HOME DEPOT 2801	\$28.15	RICHARD NORDQUIST
08/08/2013	08/12/2013	UNIFORMS UNLIMITED INC.	\$10.69	MICHAEL NYE
08/12/2013	08/13/2013	OAKDALE RENTAL CENTER	\$207.82	ERICK OSWALD
08/15/2013	08/16/2013	MOGREN LANDSCAPING	\$101.00	ERICK OSWALD
08/22/2013	08/23/2013	CONCRETE FORM ENGINEERS	\$245.39	ERICK OSWALD
08/09/2013	08/12/2013	OFFICE DEPOT #1090	\$118.03	MARY KAY PALANK
08/09/2013	08/12/2013	OFFICE DEPOT #1079	\$160.63	MARY KAY PALANK
08/12/2013	08/15/2013	OFFICE DEPOT #1090	(\$73.96)	MARY KAY PALANK
08/15/2013	08/19/2013	OFFICE DEPOT #1090	\$92.22	MARY KAY PALANK
08/15/2013	08/19/2013	OFFICE DEPOT #1090	\$11.51	MARY KAY PALANK
08/17/2013	08/19/2013	OFFICE DEPOT #1090	(\$83.24)	MARY KAY PALANK
08/17/2013	08/19/2013	OFFICE DEPOT #1090	\$14.12	MARY KAY PALANK
08/17/2013	08/19/2013	OFFICE DEPOT #1090	\$8.17	MARY KAY PALANK
08/19/2013	08/21/2013	OFFICE DEPOT #1090	\$34.07	MARY KAY PALANK
08/20/2013	08/22/2013	OFFICE DEPOT #1090	\$105.52	MARY KAY PALANK
08/20/2013	08/22/2013	OFFICE DEPOT #1090	\$71.48	MARY KAY PALANK
08/12/2013	08/13/2013	AMAZON MKTPLACE PMTS	\$28.98	PHILIP F POWELL
08/19/2013	08/22/2013	SIRCHIE FINGER PRINT LABO	\$63.80	PHILIP F POWELL
08/08/2013	08/12/2013	TRI-STATE BOBCAT INC.	\$479.92	STEVEN PRIEM
08/09/2013	08/12/2013	AUTO PLUS LITTLE CANADA	\$45.72	STEVEN PRIEM
08/10/2013	08/12/2013	SAFELITE AUTOGLASS	\$176.10	STEVEN PRIEM
08/12/2013	08/13/2013	ZARNOTH BRUSH WORKS INC	\$574.13	STEVEN PRIEM
08/12/2013	08/13/2013	AUTO PLUS LITTLE CANADA	\$56.22	STEVEN PRIEM
08/14/2013	08/16/2013	WHEELCO BRAKE &SUPPLY	\$14.78	STEVEN PRIEM
08/15/2013	08/16/2013	BOYER TRUCK PARTS	\$35.27	STEVEN PRIEM
08/15/2013	08/16/2013	AUTO PLUS LITTLE CANADA	\$80.77	STEVEN PRIEM
08/16/2013	08/19/2013	TRI-STATE BOBCAT	\$73.42	STEVEN PRIEM
08/16/2013	08/19/2013	AUTO PLUS LITTLE CANADA	\$69.47	STEVEN PRIEM
08/17/2013	08/19/2013	AWDIRECT 1019699994	\$143.20	STEVEN PRIEM
08/19/2013	08/20/2013	AUTO PLUS LITTLE CANADA	\$334.11	STEVEN PRIEM
08/19/2013	08/20/2013	AN FORD WHITE BEAR LAK	\$316.93	STEVEN PRIEM
08/19/2013	08/20/2013	AN FORD WHITE BEAR LAK	\$94.33	STEVEN PRIEM
08/20/2013	08/21/2013	EMERGENCY AUTOMOTIVE	\$59.10	STEVEN PRIEM
08/20/2013	08/21/2013	AN FORD WHITE BEAR LAK	\$778.87	STEVEN PRIEM

08/20/2013	08/21/2013	ZIEGLER INC COLUMBUS	\$348.33	STEVEN PRIEM
08/20/2013	08/21/2013	BAUER BUILT TIRE 18	\$1,146.34	STEVEN PRIEM
08/21/2013	08/22/2013	AUTO PLUS LITTLE CANADA	(\$85.00)	STEVEN PRIEM
08/21/2013	08/22/2013	ASPEN EQUIPMENT-BLOOMIN	\$35.33	STEVEN PRIEM
08/21/2013	08/22/2013	AUTO PLUS LITTLE CANADA	\$20.89	STEVEN PRIEM
08/21/2013	08/22/2013	AUTO PLUS LITTLE CANADA	\$5.00	STEVEN PRIEM
08/21/2013	08/23/2013	TRI-STATE BOBCAT	\$93.78	STEVEN PRIEM
08/22/2013	08/23/2013	AUTO PLUS LITTLE CANADA	\$26.22	STEVEN PRIEM
08/12/2013	08/14/2013	THE HOME DEPOT 2801	\$53.24	KELLY PRINS
08/13/2013	08/15/2013	THE HOME DEPOT 2801	\$63.89	KELLY PRINS
08/20/2013	08/22/2013	THE HOME DEPOT 2801	\$22.27	KELLY PRINS
08/08/2013	08/12/2013	MINNESOTA OCCUPATIONAL HE	\$389.00	TERRIE RAMEAUX
08/16/2013	08/19/2013	ADCO SAFETY AWARD STORE	\$605.44	TERRIE RAMEAUX
08/20/2013	08/21/2013	MINNESOTA SAFETY COUNCIL	\$296.88	TERRIE RAMEAUX
08/13/2013	08/14/2013	DALCO ENTERPRISES, INC	\$887.09	MICHAEL REILLY
08/13/2013	08/14/2013	HILLYARD INC MINNEAPOLIS	\$810.20	MICHAEL REILLY
08/13/2013	08/15/2013	SCW FITNESS EDUCATION	\$40.45	LORI RESENDIZ
08/12/2013	08/13/2013	TARGET 00011858	\$39.68	AUDRA ROBBINS
08/12/2013	08/13/2013	CUB FOODS #1599	\$11.98	AUDRA ROBBINS
08/12/2013	08/13/2013	MICHAELS STORES 2744	\$57.64	AUDRA ROBBINS
08/14/2013	08/15/2013	GROUP SALES FRONT GATE	\$1,683.00	AUDRA ROBBINS
08/21/2013	08/23/2013	MN ZOO TARS	\$540.75	AUDRA ROBBINS
08/21/2013	08/23/2013	MN ZOO TARS	\$326.00	AUDRA ROBBINS
08/12/2013	08/13/2013	OAKDALE RENTAL CENTER	\$207.82	ROBERT RUNNING
08/13/2013	08/15/2013	THE HOME DEPOT 2801	\$8.31	ROBERT RUNNING
08/11/2013	08/12/2013	CUB FOODS #1599	\$49.46	DEB SCHMIDT
08/12/2013	08/13/2013	CUB FOODS #1599	\$5.33	DEB SCHMIDT
08/13/2013	08/14/2013	PANERA BREAD #1305	\$68.15	DEB SCHMIDT
08/13/2013	08/15/2013	THE OLIVE GARD00012005	\$157.78	DEB SCHMIDT
08/14/2013	08/15/2013	LILLIE SUBURBAN NEWSPAPE	\$138.00	DEB SCHMIDT
08/10/2013	08/12/2013	G&K SERVICES 182	\$1,468.09	SCOTT SCHULTZ
08/14/2013	08/15/2013	FLEXIBLE PIPE TOOL COMPAN	\$187.03	SCOTT SCHULTZ
08/21/2013	08/23/2013	ON SITE SANITATION INC	\$1,312.52	SCOTT SCHULTZ
08/12/2013	08/14/2013	CVS PHARMACY #1751 Q03	\$10.03	CAITLIN SHERRILL
08/12/2013	08/14/2013	IMPERIAL TEXTILE	\$35.62	CAITLIN SHERRILL
08/21/2013	08/22/2013	BAKERS-SQUARE-REST #0670	\$107.90	CAITLIN SHERRILL
08/08/2013	08/12/2013	GTC UNITED WAY	\$120.00	ANDREA SINDT
08/19/2013	08/21/2013	UNIFORMS UNLIMITED INC.	\$19.67	JOSEPH STEINER
08/09/2013	08/12/2013	HTC CUSTOM TRAINING	\$105.00	JOANNE SVENDSEN
08/12/2013	08/13/2013	DAVES SPORT SHOP	\$420.29	JAMES TAYLOR
08/14/2013	08/16/2013	BEACON ATHLETICS	\$539.40	JAMES TAYLOR
08/22/2013	08/23/2013	PANERA BREAD #1305	\$317.81	JAMES TAYLOR
08/22/2013	08/23/2013	CUB FOODS #1599	\$5.92	JAMES TAYLOR
08/21/2013	08/22/2013	USPS 26833800033400730	\$18.40	KAREN WACHAL
08/21/2013	08/22/2013	USPS 26833800033400730	\$18.40	KAREN WACHAL
08/21/2013	08/22/2013	HENRIKSEN ACE HARDWARE	\$19.26	JEFF WILBER
08/08/2013	08/12/2013	GTS EDUCATIONAL EVE	\$260.00	SUSAN ZWIEG
08/12/2013	08/14/2013	DALCO ENTERPRISES, INC	\$450.18	SUSAN ZWIEG
08/14/2013	08/15/2013	BREEZY POINT RESORT INTL	\$570.00	SUSAN ZWIEG
08/20/2013	08/21/2013	PARTY CITY #768	\$17.05	SUSAN ZWIEG
08/21/2013	08/23/2013	MILLS FLEET FARM #3,100	\$11.18	SUSAN ZWIEG
08/21/2013	08/23/2013	TST CREATIVE CATERING COR	\$1,243.66	SUSAN ZWIEG
08/22/2013	08/23/2013	CUB FOODS #1599	\$25.00	SUSAN ZWIEG
			\$46,202.87	

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	08/30/13	CARDINAL, ROBERT	435.16
	08/30/13	CAVE, REBECCA	435.16
	08/30/13	JUENEMANN, KATHLEEN	435.16
	08/30/13	KOPPEN, MARVIN	435.16
	08/30/13	ROSSBACH, WILLIAM	494.44
	08/30/13	STRAUTMANIS, MARIS	84.00
	08/30/13	VALLE, EDWARD	50.00
	08/30/13	AHL, R. CHARLES	5,150.40
	08/30/13	BURLINGAME, SARAH	2,200.50
	08/30/13	COLEMAN, MELINDA	4,738.40
	08/30/13	ROCKEMAN, JESSICA	228.00
	08/30/13	KANTRUD, HUGH	184.62
	08/30/13	CHRISTENSON, SCOTT	2,776.43
	08/30/13	FARR, LARRY	3,287.48
	08/30/13	JAHN, DAVID	2,217.54
	08/30/13	METRY, THOMAS	108.00
	08/30/13	RAMEAUX, THERESE	3,130.54
	08/30/13	BAUMAN, GAYLE	4,602.02
	08/30/13	ANDERSON, CAROLE	1,349.16
	08/30/13	DEBILZAN, JUDY	1,385.92
	08/30/13	JACKSON, MARY	2,176.91
	08/30/13	KELSEY, CONNIE	2,653.11
	08/30/13	RUEB, JOSEPH	2,829.01
	08/30/13	SINDT, ANDREA	2,240.22
	08/30/13	ARNOLD, AJLA	1,761.39
	08/30/13	BEGGS, REGAN	1,609.00
	08/30/13	GUILFOILE, KAREN	4,452.98
	08/30/13	SCHMIDT, DEBORAH	3,096.67
	08/30/13	SPANGLER, EDNA	1,357.07
	08/30/13	LARSON, MICHELLE	1,910.60
	08/30/13	MECHELKE, SHERRIE	1,120.67
	08/30/13	MOY, PAMELA	1,557.27
	08/30/13	OSTER, ANDREA	1,953.51
Attachments	08/30/13	RICHTER, CHARLENE	1,338.83
	08/30/13	SCHOENECKER, LEIGH	1,687.39
	08/30/13	VITT, SANDRA	965.39
	08/30/13	WEAVER, KRISTINE	2,412.21
	08/30/13	CARLE, JEANETTE	162.00
	08/30/13	JAGOE, CAROL	162.00
	08/30/13	CORCORAN, THERESA	1,954.59
	08/30/13	KVAM, DAVID	4,304.38
	08/30/13	PALANK, MARY	1,951.20
	08/30/13	POWELL, PHILIP	2,999.29

08/30/13	SCHNELL, PAUL	4,745.37
08/30/13	SVENDSEN, JOANNE	2,152.62
08/30/13	THOMFORDE, FAITH	1,608.99
08/30/13	ABEL, CLINT	3,082.92
08/30/13	ALDRIDGE, MARK	3,316.38
08/30/13	BAKKE, LONN	3,298.55
08/30/13	BARTZ, PAUL	3,281.16
08/30/13	BELDE, STANLEY	3,133.07
08/30/13	BENJAMIN, MARKESE	2,887.16
08/30/13	BIERDEMAN, BRIAN	4,439.14
08/30/13	BUSACK, DANIEL	3,730.45
08/30/13	CARNES, JOHN	2,239.22
08/30/13	CROTTY, KERRY	3,684.00
08/30/13	DEMULLING, JOSEPH	3,552.04
08/30/13	DOBLAR, RICHARD	4,095.31
08/30/13	DUGAS, MICHAEL	4,366.66
08/30/13	ERICKSON, VIRGINIA	3,253.95
08/30/13	FORSYTHE, MARCUS	2,512.78
08/30/13	FRITZE, DEREK	3,318.74
08/30/13	GABRIEL, ANTHONY	3,870.49
08/30/13	HAWKINSON JR, TIMOTHY	3,379.35
08/30/13	HER, PHENG	2,887.16
08/30/13	HIEBERT, STEVEN	3,062.31
08/30/13	JOHNSON, KEVIN	4,289.97
08/30/13	KALKA, THOMAS	963.29
08/30/13	KONG, TOMMY	3,035.02
08/30/13	KREKELER, NICHOLAS	919.60
08/30/13	KROLL, BRETT	3,187.67
08/30/13	LANGNER, SCOTT	3,165.98
08/30/13	LANGNER, TODD	3,063.51
08/30/13	LU, JOHNNIE	3,450.82
08/30/13	LYNCH, KATHERINE	2,953.24
08/30/13	MARINO, JASON	3,463.12
08/30/13	MARTIN, JERROLD	4,071.42
08/30/13	MCCARTY, GLEN	3,165.98
08/30/13	METRY, ALESIA	3,340.83
08/30/13	MICHELETTI, BRIAN	1,914.90
08/30/13	NYE, MICHAEL	3,416.66
08/30/13	OLSON, JULIE	3,007.30
08/30/13	PARKER, JAMES	2,593.73
08/30/13	REZNY, BRADLEY	3,609.37
08/30/13	RHUDE, MATTHEW	2,988.05
08/30/13	SHORTREED, MICHAEL	4,183.06
08/30/13	STEINER, JOSEPH	3,126.52
08/30/13	STRAND, ZACHARY	1,914.90
08/30/13	SYPNIEWSKI, WILLIAM	3,055.76
08/30/13	TAUZELL, BRIAN	2,913.76
08/30/13	THEISEN, PAUL	3,111.27
08/30/13	THIENES, PAUL	4,333.45
08/30/13	TRAN, JOSEPH	3,111.27
08/30/13	WENZEL, JAY	3,062.74
08/30/13	XIONG, KAO	2,974.29

08/30/13	ANDERSON, BRIAN	208.08
08/30/13	BAHL, DAVID	589.05
08/30/13	BASSETT, BRENT	146.88
08/30/13	BAUMAN, ANDREW	2,678.49
08/30/13	BOURQUIN, RON	1,077.12
08/30/13	CAPISTRANT, JOHN	542.64
08/30/13	CONCHA, DANIEL	477.36
08/30/13	COREY, ROBERT	391.68
08/30/13	CRAWFORD - JR, RAYMOND	646.55
08/30/13	CRAWFORD - JR, RAYMOND	440.64
08/30/13	CRUMMY, CHARLES	73.44
08/30/13	DABRUZZI, THOMAS	2,199.03
08/30/13	DAWSON, RICHARD	4,296.14
08/30/13	EATON, PAUL	783.36
08/30/13	EVERSON, PAUL	3,101.10
08/30/13	HAGEN, MICHAEL	575.28
08/30/13	HALWEG, JODI	2,779.70
08/30/13	HAWTHORNE, ROCHELLE	2,558.52
08/30/13	HUTCHINSON, JAMES	671.16
08/30/13	IMM, TRACY	293.76
08/30/13	JANSEN, CHAD	146.88
08/30/13	KANE, ROBERT	1,071.00
08/30/13	KARRAS, JAMIE	630.36
08/30/13	KELLOGG, JOHNATHAN	244.80
08/30/13	KERSKA, JOSEPH	835.38
08/30/13	KONDER, RONALD	758.88
08/30/13	KUBAT, ERIC	3,091.24
08/30/13	LINDER, TIMOTHY	2,811.03
08/30/13	LOCHEN, MICHAEL	595.68
08/30/13	MILLER, LADD	756.84
08/30/13	MILLER, NICHOLAS	257.04
08/30/13	MONDOR, MICHAEL	3,500.59
08/30/13	MONSON, PETER	171.36
08/30/13	MORGAN, JEFFERY	318.24
08/30/13	NEILY, STEVEN	367.20
08/30/13	NIELSEN, KENNETH	289.17
08/30/13	NOVAK, JEROME	3,391.36
08/30/13	NOWICKI, PAUL	186.66
08/30/13	OLSON, JAMES	3,716.48
08/30/13	OPHEIM, JOHN	828.24
08/30/13	PACHECO, ALPHONSE	648.72
08/30/13	PARROW, JOSHUA	612.00
08/30/13	PETERSON, MARK	514.08
08/30/13	PETERSON, ROBERT	3,206.57
08/30/13	POWERS, KENNETH	293.76
08/30/13	RAINEY, JAMES	599.76
08/30/13	RANK, NATHAN	734.40
08/30/13	RANK, PAUL	820.08
08/30/13	RICE, CHRISTOPHER	1,013.88
08/30/13	RIEKEN, NICHOLAS	342.72
08/30/13	RODRIGUEZ, ROBERTO	24.48
08/30/13	SEDLACEK, JEFFREY	3,287.90

08/30/13	STREFF, MICHAEL	3,608.84
08/30/13	SVENDSEN, RONALD	3,707.68
08/30/13	WHITE, JOEL	330.48
08/30/13	GERVAIS-JR, CLARENCE	4,075.48
08/30/13	LUKIN, STEVEN	4,721.04
08/30/13	ZWIEG, SUSAN	1,816.21
08/30/13	CORTESI, LUANNE	1,406.40
08/30/13	KNUTSON, LOIS	2,345.34
08/30/13	BRINK, TROY	2,412.19
08/30/13	BUCKLEY, BRENT	2,842.37
08/30/13	DEBILZAN, THOMAS	2,197.79
08/30/13	EDGE, DOUGLAS	2,326.46
08/30/13	JONES, DONALD	2,197.79
08/30/13	MEISSNER, BRENT	2,114.59
08/30/13	NAGEL, BRYAN	3,630.80
08/30/13	OSWALD, ERICK	2,349.51
08/30/13	RUIZ, RICARDO	1,652.19
08/30/13	RUNNING, ROBERT	2,412.19
08/30/13	TEVLIN, TODD	2,197.79
08/30/13	BURLINGAME, NATHAN	2,172.00
08/30/13	DUCHARME, JOHN	2,804.00
08/30/13	ENGSTROM, ANDREW	3,073.75
08/30/13	HANSON, TODD	990.00
08/30/13	JAROSCH, JONATHAN	3,105.64
08/30/13	KREGER, JASON	3,494.68
08/30/13	LINDBLOM, RANDAL	2,960.67
08/30/13	LOVE, STEVEN	3,665.87
08/30/13	THOMPSON, MICHAEL	4,531.65
08/30/13	ZIEMAN, SCOTT	952.00
08/30/13	JANASZAK, MEGHAN	1,608.99
08/30/13	KONEWKO, DUWAYNE	4,512.71
08/30/13	BUTTWEILER, TYLER	792.00
08/30/13	GUNDERSON, THOMAS	828.00
08/30/13	HAMRE, MILES	1,616.80
08/30/13	HAYS, TAMARA	1,742.01
08/30/13	HINNENKAMP, GARY	2,844.61
08/30/13	NAUGHTON, JOHN	2,222.63
08/30/13	NORDQUIST, RICHARD	2,200.09
08/30/13	PURVES, JUSTIN	1,579.39
08/30/13	RANWEILER, GABRIEL	614.25
08/30/13	BIESANZ, OAKLEY	1,455.85
08/30/13	DEAVER, CHARLES	562.23
08/30/13	GERNES, CAROLE	590.75
08/30/13	HAYMAN, JANET	1,195.57
08/30/13	HUTCHINSON, ANN	2,709.28
08/30/13	SANDERS, MARA	88.80
08/30/13	SOUTTER, CHRISTINE	654.50
08/30/13	WACHAL, KAREN	955.29
08/30/13	GAYNOR, VIRGINIA	3,317.22
08/30/13	KROLL, LISA	1,954.59
08/30/13	THOMPSON, DEBRA	779.56
08/30/13	YOUNG, TAMELA	2,104.19

08/30/13	EKSTRAND, THOMAS	3,906.15
08/30/13	FINWALL, SHANN	3,306.59
08/30/13	MARTIN, MICHAEL	2,826.59
08/30/13	BRASH, JASON	2,569.79
08/30/13	CARVER, NICHOLAS	3,317.22
08/30/13	FISHER, DAVID	3,884.68
08/30/13	SWAN, DAVID	2,829.79
08/30/13	WELLENS, MOLLY	1,713.71
08/30/13	ACEITUNO, FELIPE	84.00
08/30/13	BERGER, STEPHANIE	513.00
08/30/13	BJORK, BRANDON	1,120.00
08/30/13	BRENEMAN, NEIL	2,318.58
08/30/13	COLE, BENJAMIN	408.00
08/30/13	LARSON, KATELYN	459.00
08/30/13	LARSON, TRISTA	731.25
08/30/13	MALLET, AMANDA	740.00
08/30/13	PROHOFSKY, SARAH	162.00
08/30/13	ROBBINS, AUDRA	3,242.05
08/30/13	SHERWOOD, CHRISTIAN	335.50
08/30/13	TAYLOR, JAMES	2,941.39
08/30/13	VUKICH, CANDACE	599.25
08/30/13	ADAMS, DAVID	2,025.00
08/30/13	HAAG, MARK	2,412.19
08/30/13	ORE, JORDAN	1,652.19
08/30/13	SCHULTZ, SCOTT	3,418.81
08/30/13	WILBER, JEFFREY	1,579.39
08/30/13	AKEY, SHELLEY	254.52
08/30/13	BERNARDY, CHRISTINE	2,504.43
08/30/13	CRAWFORD - JR, RAYMOND	157.47
08/30/13	EVANS, CHRISTINE	1,693.70
08/30/13	GLASS, JEAN	2,173.21
08/30/13	HOFMEISTER, MARY	1,103.20
08/30/13	HOFMEISTER, TIMOTHY	174.23
08/30/13	KELLEY, CAITLIN	985.97
08/30/13	KULHANEK-DIONNE, ANN	618.75
08/30/13	PELOQUIN, PENNYE	672.57
08/30/13	VANG, TIM	36.00
08/30/13	VUE, LOR PAO	534.02
08/30/13	ZIELINSKI, JUDY	123.20
08/30/13	AICHELE, MEGAN	339.65
08/30/13	ANDERSON, JOSHUA	701.16
08/30/13	BAETZOLD, CLAIRE	95.55
08/30/13	BAETZOLD, SETH	262.75
08/30/13	BAUDE, SARAH	115.64
08/30/13	BESTER, MICHAEL	103.50
08/30/13	BUCKLEY, BRITTANY	511.25
08/30/13	BUTLER, ANGELA	175.50
08/30/13	CRANDALL, KRISTA	456.00
08/30/13	DEMPSEY, BETH	63.12
08/30/13	DRECHSEL, HEIDI	27.48
08/30/13	DUNN, RYAN	1,162.50
08/30/13	EHLE, DANIEL	165.38

08/30/13	EKSTRAND, DANIEL	16.54
08/30/13	ERICKSON-CLARK, CAROL	37.12
08/30/13	ERICSON, RACHEL	83.71
08/30/13	FLORES, LUIS	78.00
08/30/13	FONTAINE, KIM	645.16
08/30/13	FOX, KELLY	60.00
08/30/13	FRAMPTON, SAMANTHA	309.25
08/30/13	GADOW, VERONIKA	116.89
08/30/13	GIEL, NICOLE	57.76
08/30/13	GRAY, MEGAN	357.80
08/30/13	GRAY, SOPHIE	11.78
08/30/13	GRUENHAGEN, LINDA	189.15
08/30/13	HAGSTROM, EMILY	68.40
08/30/13	HASSAN, KIANA	189.85
08/30/13	HEINRICH, SHEILA	340.76
08/30/13	HOLMBERG, LADONNA	313.89
08/30/13	HORWATH, RONALD	2,800.97
08/30/13	HUNTLEY, NATALIE	96.00
08/30/13	JOHNSON, BARBARA	378.50
08/30/13	JOYER, ANTHONY	39.90
08/30/13	KEMP, MAYA	28.88
08/30/13	KOHLER, ROCHELLE	92.50
08/30/13	KOZDROJ, GABRIELLA	50.00
08/30/13	LAMEYER, BRENT	210.26
08/30/13	LAMEYER, ZACHARY	354.54
08/30/13	LAMSON, ELIANA	27.00
08/30/13	MCCOMAS, LEAH	386.25
08/30/13	MCCORMACK, MELISSA	91.88
08/30/13	MEDD, KELLY	19.50
08/30/13	MUSKAT, JULIE	65.00
08/30/13	NADEAU, TAYLOR	76.65
08/30/13	NITZ, CARA	275.00
08/30/13	NORTHOUSE, KATHERINE	497.60
08/30/13	POVLITZKI, MARINA	14.25
08/30/13	PROESCH, ANDY	1,153.01
08/30/13	RANEY, COURTNEY	897.25
08/30/13	RESENDIZ, LORI	2,425.96
08/30/13	RICHTER, DANIEL	132.30
08/30/13	ROLLERSON, TERRANCE	45.00
08/30/13	SCHREIER, ABIGAIL	208.46
08/30/13	SCHREIER, ROSEMARIE	287.50
08/30/13	SCHREIER, ZACHARY	184.50
08/30/13	SCHREINER, MARK	131.40
08/30/13	SMITH, ANN	123.30
08/30/13	SMITH, CASEY	154.35
08/30/13	SMITH, JEROME	70.00
08/30/13	SMITLEY, SHARON	336.72
08/30/13	SYME, ABBEY	247.04
08/30/13	SYME, LAUREN	69.83
08/30/13	TREPANIER, TODD	230.00
08/30/13	TRUE, ANDREW	61.88
08/30/13	TUPY, HEIDE	45.80

	08/30/13	TUPY, MARCUS	95.00
	08/30/13	WARNER, CAROLYN	85.80
	08/30/13	WEINHAGEN, SHELBY	122.50
	08/30/13	WHITE, DANICA	58.80
	08/30/13	YUNKER, JOSEPH	82.00
	08/30/13	BOSLEY, CAROL	119.25
	08/30/13	HITE, ANDREA	66.00
	08/30/13	LANGER, KAYLYN	85.00
	08/30/13	RANGEL, SAMANTHA	148.00
	08/30/13	WISTL, MOLLY	298.50
	08/30/13	CRAWFORD, SHAWN	492.00
	08/30/13	CUSICK, JESSICA	238.00
	08/30/13	DOUGLASS, TOM	1,852.99
	08/30/13	DYER, KATELYN	119.00
	08/30/13	MAIDMENT, COLIN	374.00
	08/30/13	MALONEY, SHAUNA	265.50
	08/30/13	PRINS, KELLY	1,800.19
	08/30/13	REILLY, MICHAEL	1,981.79
	08/30/13	SINDT, DARIEN	85.00
	08/30/13	STEFFEN, MICHAEL	102.00
	08/30/13	THOMPSON, BENJAMIN	408.00
	08/30/13	COUNTRYMAN, BRENDA	1,232.00
	08/30/13	SWANSON, CHRIS	1,564.19
	08/30/13	AICHELE, CRAIG	2,255.31
	08/30/13	PRIEM, STEVEN	2,472.89
	08/30/13	WOEHRLE, MATTHEW	2,662.55
	08/30/13	BERGO, CHAD	2,768.75
	08/30/13	FOWLDS, MYCHAL	3,911.11
	08/30/13	FRANZEN, NICHOLAS	3,226.85
9989512	08/30/13	BAUDE, JANE	109.50
9989513	08/30/13	CORCORAN, JOSHUA	235.52
9989514	08/30/13	O'BRIEN, ELIZABETH	83.07
9989515	08/30/13	SCOTT, HALEY	64.46
9989516	08/30/13	WALES, ABIGAIL	200.78
9989517	08/30/13	BORCHERT, JONATHAN	246.50
9989518	08/30/13	LOONEY, RAYJEANIA	32.00
9989519	08/30/13	MCCLENNON, MATTHEW	104.00
			527,831.26

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Michael Martin, AICP, Planner
Melinda Coleman, Assistant City Manager

SUBJECT: **Approval of a Conditional Use Permit Review – The Shores at Lake Phalen, 1870 East Shore Drive**

DATE: September 3, 2013

Introduction

The conditional use permit (CUP) for The Shores at Lake Phalen planned unit development (PUD) is due for its annual review. This PUD is for a 105-unit senior housing facility at 1870 East Shore Drive.

Background

July 25, 2006, the city council held a public hearing to review the closure of the St. Paul Tourist Cabin site. This hearing was required by state law to review the impacts that the park closing might have on the displaced residents.

March 12, 2007, the city council approved the Gladstone Neighborhood Redevelopment Plan. This plan will help guide the redevelopment of the Gladstone area with a mixture of 650 new housing units and neighborhood retail and commercial uses.

August 13, 2007, the city council approved the following land use requests for the original Shores development proposal, a 180-unit senior housing apartment complex:

1. Street Right-of-way vacation
2. Public easement vacation
3. Preliminary Plat
4. Conditional Use Permit for Planned Unit Development
5. Design Approval

August 9, 2010, the city council approved the following land use requests for the revised Shores development, now a 105-unit project:

1. Lot Division
2. Wetland Buffer Variance
3. Conditional Use Permit for Planned Unit Development
4. Design Approval

September 12, 2011, the city council reviewed the CUP for the Shores at Lake Phalen and requested to review the permit again in one year.

September 10, 2012, the city council reviewed the CUP for the Shores at Lake Phalen and requested to review the permit again in one year.

Discussion

Construction on this project is complete and the owner has indicated to staff the building is more than half full. Staff did an inspection of this site early in the summer and found some dead vegetation that needed to be removed or replaced. Also, some of the mechanical equipment on site needed to be screened. The owner addressed these items without any issues, but because of the vegetation issues staff recommends the council review this CUP again in one year to ensure the required landscaping survives.

Budget Impact

None.

Recommendation

Extend the approval of the conditional use permit for The Shores at Lake Phalen and review again in one year.

Attachments

1. Site Plan
2. Location Map
3. August 9, 2010 City Council Minutes

P:\Sec16\St Paul Tourist Cabin Site\May24, 2010 Submittal\Shore_CUP Review_091013

The Shores of Lake Phalen— Request for Conditional Use Permit, CDRB Review , Wetland Variance and Lot Division



Location Map
City of Maplewood
May 25, 2010

**MINUTES
MAPLEWOOD CITY COUNCIL**

7:00 p.m., Monday, August 9, 2010
Council Chambers, City Hall
Meeting No. 17-10

J. NEW BUSINESS

1. Approval of The Shores at Lake Phalen – Planned Unit Development, Wetland Buffer Variance, Lot Division and Design Review, 940 Frost Avenue

- a. Planner, Michael Martin gave the report and answered questions of the council.
- b. Ron Leaf, Consultant, representing SEH, Vadnais Heights addressed the council.
- c. Community Design Review Board Member, Matt Ledvina addressed the council.
- d. Assistant City Manager, Public Works Director, Chuck Ahl answered questions of the council.
- e. City Engineer, Deputy Public Works Director, Michael Thompson answered questions of the council.
- f. City Attorney, Alan Kantrud answered questions of the council.
- g. Environmental Planner, Shann Finwall answered questions of the council.
- h. Jim Schloomer, Architect, Kaas Wilson Architects, Minneapolis, addressed and answered questions of the council.
- i. Albert Miller, Developer, Maplewood Senior Living, LLC addressed the council.

Councilmember Wasiluk moved to approve the Conditional Use Permit Resolution for the Planned Unit Development for The Shores at Lake Phalen, 940 Frost Avenue.

CONDITIONAL USE PERMIT RESOLUTION NO. 10-08-441

WHEREAS, Link Wilson, Kaas Wilson Architects Representing Jack Rajchenbach and Albert Miller of Maplewood Senior Living, LLC, applied for a conditional use permit for a planned unit development to construct a 105-unit senior housing complex known as The Shores at Lake Phalen.

WHEREAS, this permit applies to the following property:

Address: 940 Frost Avenue

Property Identification Number: 16-29-22-31-0025

Existing Legal Description: That part of Government Lot 2, Sec. 16, T. 29, R. 22, Ramsey County, Minnesota which lies S' of Frost Avenue as described in Document No. 1999021, W' of Frost Avenue Connection as described in Document No. 1999021, N' of East Shore Drive as described in Document No. 367903, and NE' of a line described as commencing

at the center of said Section 16, thence S 89 degrees 32 minutes 38 seconds W, assumed bearing, along the N line of said Government Lot 2, 1130.00 feet, to the point of beginning; thence South 27 degrees 23 minutes 03 seconds East, 1121.18 feet to an angle in the north line of said East Shore Drive, said angle point being 658.56 feet westerly of the East line of said government lot 2 as measured along the N line of said East Shore Drive and said line there terminating.

New Legal Description (After Lot Division): All that part of Lot 1, Block 1, The Shores of Lake Phalen, Ramsey County, Minnesota that lies northerly of the following described line: Commencing at the southwest corner of said Lot 1, thence North 27 degrees 23 minutes 03 second West, along the southwesterly lot line of said Lot 1, a distance of 509.1 feet to the point of beginning of the line to be described; thence North 64 degrees 53 minutes 46 seconds East, a distance of 160.32 feet; thence North 69 degrees 51 minutes 35 seconds East a distance of 105.83 feet; thence South 61 degrees 19 minutes 41 seconds East, a distance of 74.90 feet to a point on the easterly line of said Lot 1 and there terminating.

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

1. On June 15, 2010, the planning commission held a public hearing. City staff published a notice in the paper and sent notices to the surrounding property owners. The council gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered reports from the city staff.
2. On August 9, 2010, the city council reviewed this request. The city council also considered reports and recommendations of the city staff and planning commission.

NOW, THEREFORE, BE IT RESOLVED that the city council passed 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 runoff, 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:

- a. The engineering department shall review and determine approval of all final construction and engineering plans. These plans shall comply with all requirements as specified in the city engineering department's June 7, 2010 review.
- b. All construction shall follow the plans date-stamped May 24, 2010, and with revisions as noted in this approval. The city council may approve major changes to the plans. City staff may approve minor changes to the plans.
- c. The project is approved with 28 underground and 24 surface parking spaces. This is a parking reduction of 158 parking spaces (210 parking spaces are required per city code).
- d. The project is approved with a 147 square foot floor area reduction in the required unit floor area for the memory care and assisted living studio units (580 square foot units are required per city code; 433 to 578 square foot units are proposed).
- e. The project is approved with a 20-foot front yard setback along Frost Avenue for the one-story dining room and kitchen portion of the building (30-foot front yard setback required per city code).
- f. The project is approved with storage space of not less than 30 cubic feet for the memory care and transitional care units (120 cubic feet of storage area per unit required per city code).
- g. All signs on the property must be approved by the community design review board.
- h. Approval is conditioned on the owner constructing or funding a Gladstone neighborhood entry monument sign at the intersection of Frost Avenue and East Shore Drive.
- i. Approval is conditioned on the applicant implementing interior or exterior signage which reflects the previous use of the property as the St. Paul Tourist Cabin site.

- j. The approved landscape plan and tree preservation requirements shall be subject to monitoring by city staff to assure compliance. Minor modifications to these plans shall be subject to review by staff while major modifications shall require city council approval.
- k. The proposed construction must be substantially started within one year of city council approval or the permit shall end. The city council may extend this deadline for one year.
- l. The city council shall review this permit in one year.

The Maplewood City Council passed this resolution on August 9, 2010

Seconded by Councilmember Juenemann. Ayes – All

The motion passed.

Mayor Rossbach moved to approve the Design Review for The Shores at Lake Phalen, 940 Frost Avenue.

Seconded by Councilmember Juenemann. Ayes – All

The motion passed.

Councilmember Nephew moved to approve the Lot Division for The Shores at Lake Phalen, 940 Frost Avenue **with the modification of staff to achieve the target density level.**

Seconded by Councilmember Llanas. Ayes – All

The motion passed.

Mayor Rossbach moved to approve the Wetland Buffer Variance Resolution for The Shores at Lake Phalen, 940 Frost Avenue. (Staff will bring the Wetland Buffer Variance Resolution back to the city council on August 23, 2010 with the changes recommended by the city council).

Seconded by Councilmember Juenemann. Ayes – Mayor Rossbach,
Councilmembers

Juenemann,

Llanas, & Wasiluk

Nephew

Nay – Councilmember

The motion passed.

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Michael Martin, AICP, Planner
Melinda Coleman, Assistant City Manager

SUBJECT: **Approval of a Conditional Use Permit Review – Maplewood Toyota, 2873 Maplewood Drive**

DATE: September 3, 2013

Introduction

The conditional use permit (CUP) for Maplewood Toyota is due for its annual review. In 2011, Maplewood Toyota revised its CUP in order to build an addition to its service entrance at its location at 2873 Maplewood Drive. Besides the 665 square-foot addition, this project included exterior building upgrades, replacement of blacktop with pervious pavers and interior renovations.

Background

January 18, 1979: The city council approved a CUP for the original Maplewood Toyota dealership on the south side of Beam Avenue.

March 11, 2002: The city council approved a CUP revision for the expansion of the Maplewood Toyota showroom. The council reviewed the CUP annually and on March 28, 2005, granted an indefinite CUP approval to be reviewed again only if the applicant proposes a change.

September 12, 2011: The city council approved a CUP revision for a service entrance addition at Maplewood Toyota.

September 10, 2012: The city council reviewed the CUP for Toyota and requested to review the permit again in one year.

Discussion

Maplewood Toyota has started its building and site upgrades but construction is not complete. All council conditions of the CUP are being complied with. Staff recommends council review the CUP again in one year to check on construction progress and to ensure council conditions continue to be met.

Budget Impact

None.

Recommendations

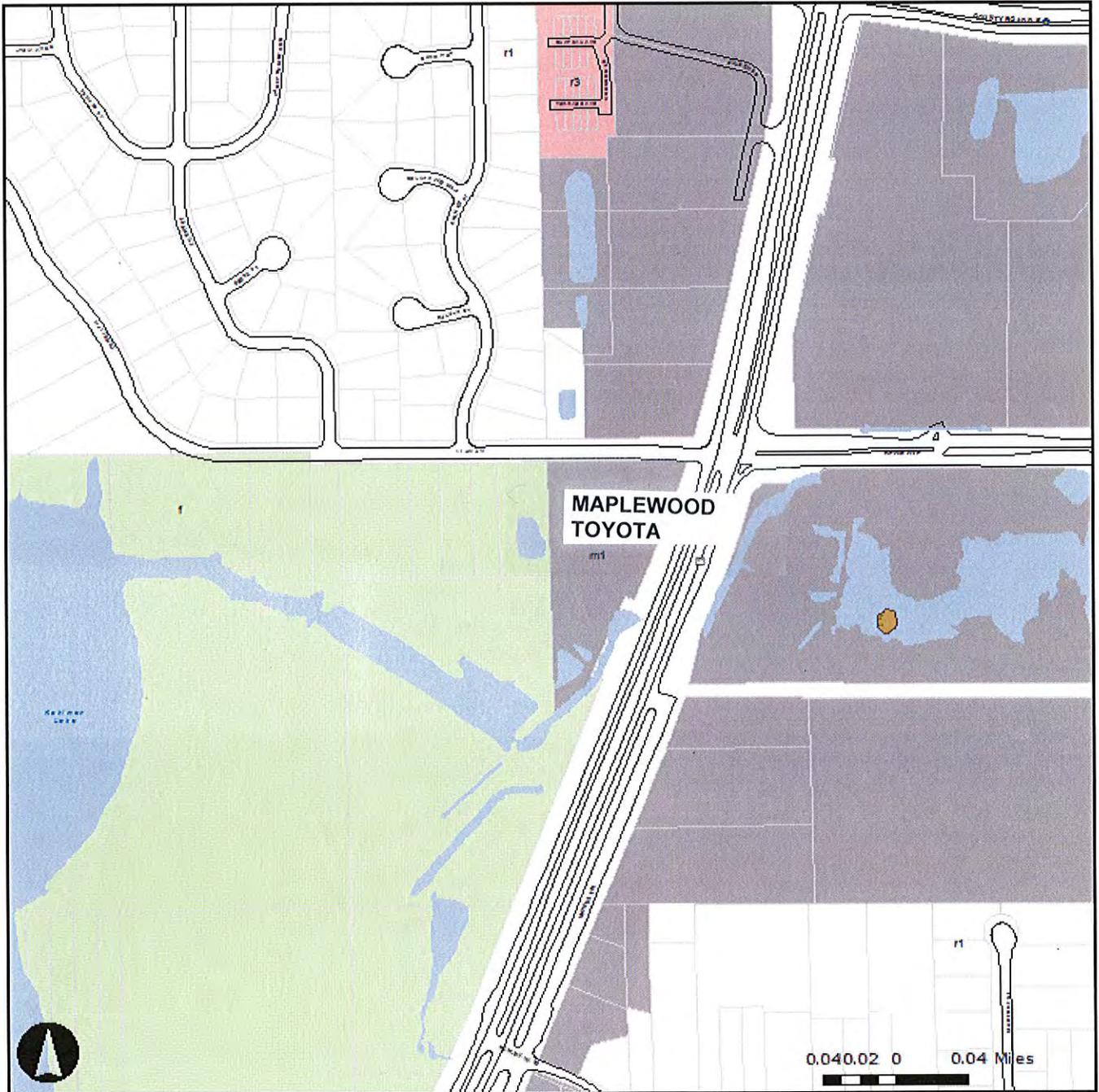
Extend the approval of the conditional use permit for Maplewood Toyota and review again in one year.

Attachments

1. Location/Zoning Map
2. Site/Landscaping Plan
3. Building Elevations
4. City council minutes, September 12, 2011.

p:\sec4\Maplewood Toyota CUP Review_090913

Maplewood Toyota



Copyright

MaplewoodBaseMap

Chad Bergo

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

LOCATION / ZONING MAP

ISSUE DATE: 8/9/11



Darwin Lindahl Architects, P.A.
 4124 Quebec Ave. North, Suite 106
 Minneapolis, Minnesota 55427
 Phone: 763.770.1441
 Email: lindahl@darwinlindahl.com

Project: #2011-17

**PROPOSED RENOVATION OF
 MAPLEWOOD TOYOTA**
 2875 N. HIGHWAY 61
 MAPLEWOOD, MINNESOTA

Revisions:

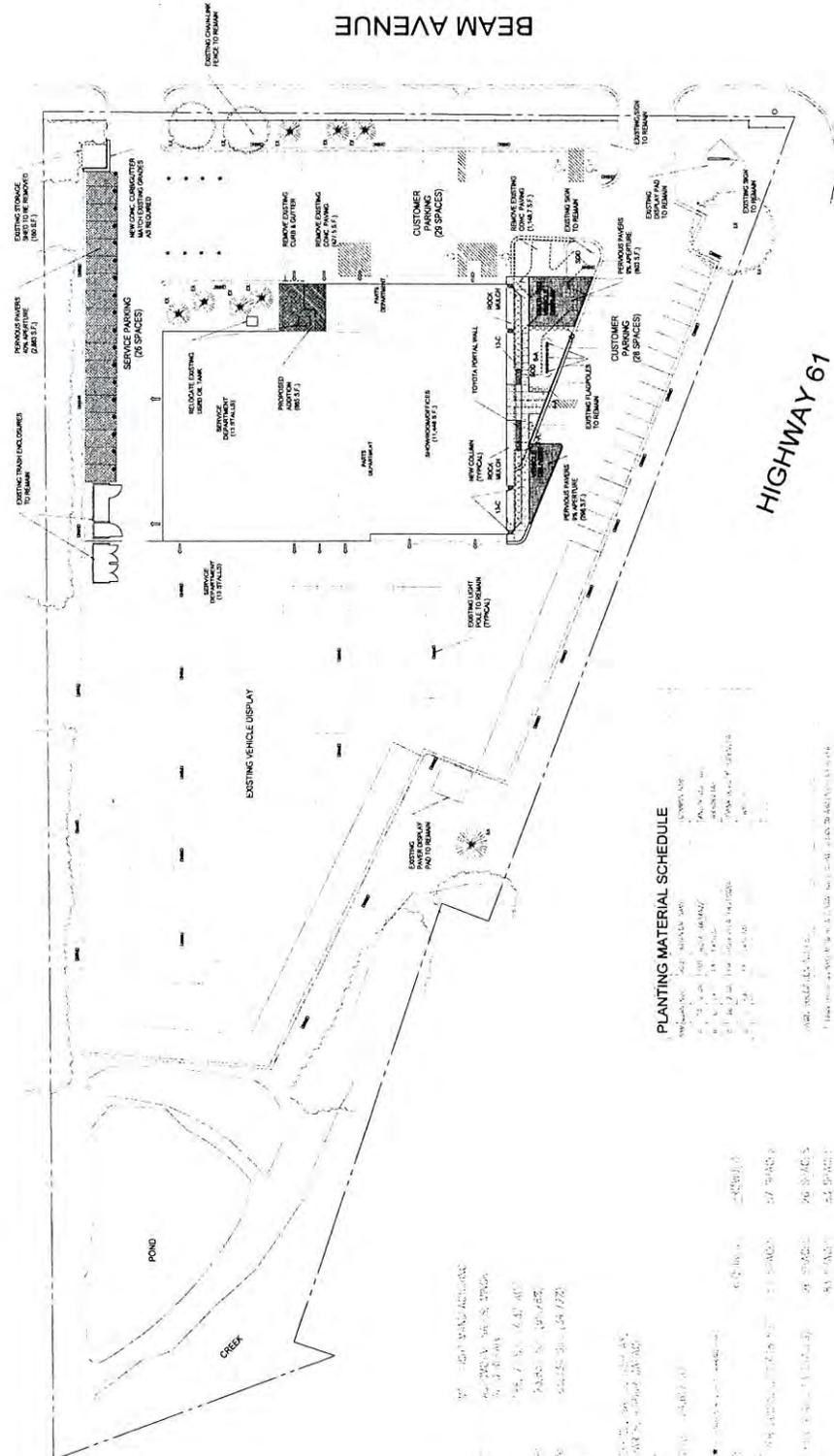
No.	Revision	Date

Certification:
 I, the undersigned, being a duly Licensed Professional Engineer in the State of Minnesota, do hereby certify that I am the author of the design and content of this drawing, and that I am a duly Licensed Professional Engineer in the State of Minnesota.

Drawing:
**PROPOSED
 SITE
 PLAN**

Sheet No: **A1.1**
 G3

Attachment 2



PLANTING MATERIAL SCHEDULE

NO.	DESCRIPTION	QUANTITY	REMARKS
1	PLANTING MATERIAL SCHEDULE		
2	PLANTING MATERIAL SCHEDULE		
3	PLANTING MATERIAL SCHEDULE		
4	PLANTING MATERIAL SCHEDULE		
5	PLANTING MATERIAL SCHEDULE		
6	PLANTING MATERIAL SCHEDULE		
7	PLANTING MATERIAL SCHEDULE		
8	PLANTING MATERIAL SCHEDULE		
9	PLANTING MATERIAL SCHEDULE		
10	PLANTING MATERIAL SCHEDULE		

SITE DATA:

1. LOT AREA: 100,000 SQ. FT.
 2. LOT DIMENSIONS: 1000' X 1000'
 3. LOT CORNER POINTS: (1000, 0), (0, 0), (0, 1000), (1000, 1000)
 4. LOT AREA: 100,000 SQ. FT.
 5. LOT DIMENSIONS: 1000' X 1000'
 6. LOT CORNER POINTS: (1000, 0), (0, 0), (0, 1000), (1000, 1000)

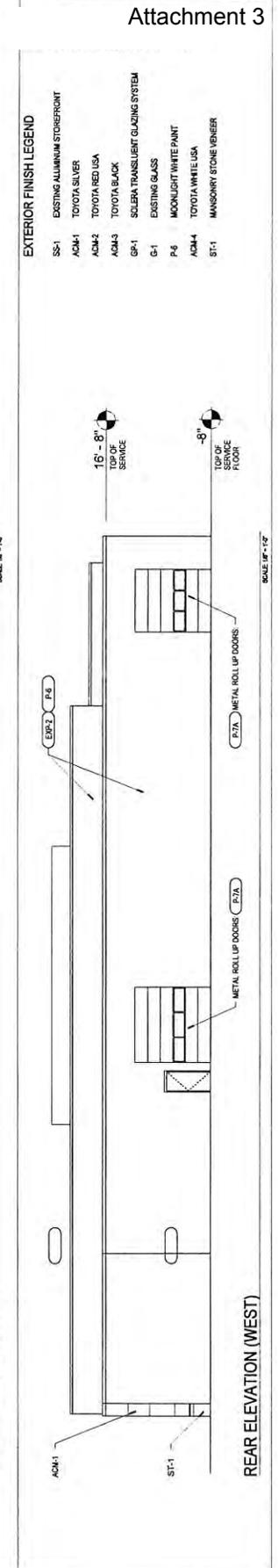
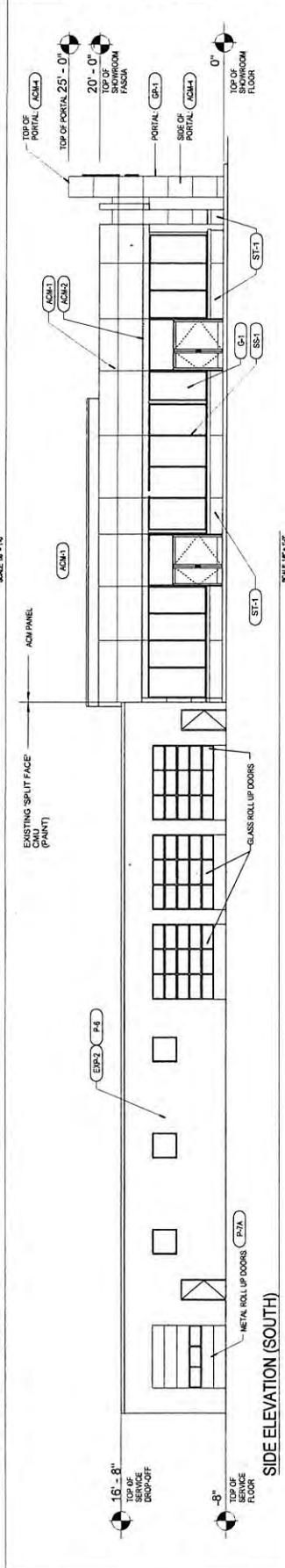
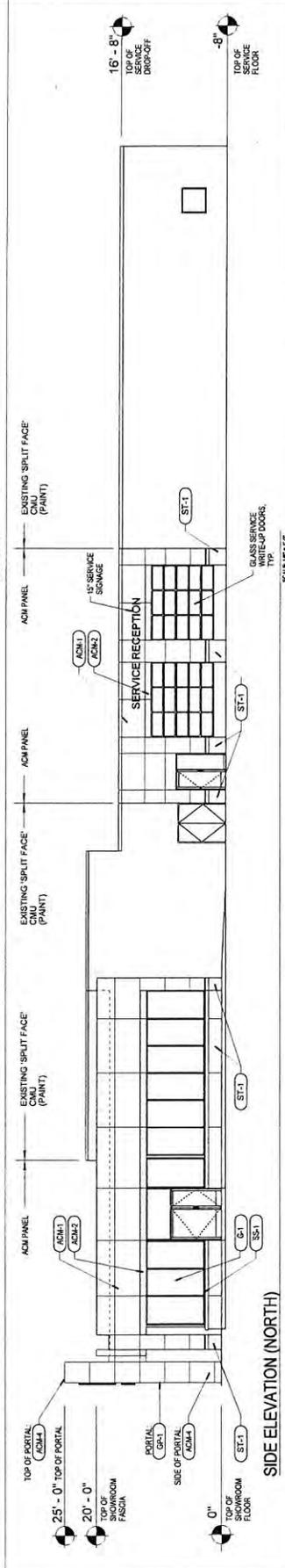
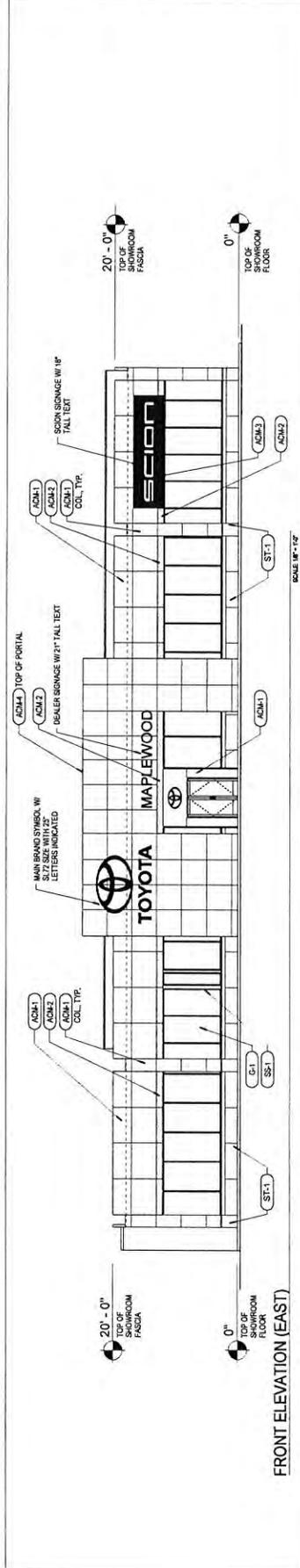
BUILDING DATA:

1. BUILDING AREA: 10,000 SQ. FT.
 2. BUILDING DIMENSIONS: 100' X 100'
 3. BUILDING CORNER POINTS: (50, 50), (50, 150), (150, 150), (150, 50)
 4. BUILDING AREA: 10,000 SQ. FT.
 5. BUILDING DIMENSIONS: 100' X 100'
 6. BUILDING CORNER POINTS: (50, 50), (50, 150), (150, 150), (150, 50)

Revisions:

No.	Revision:	Date:

Certification:
 I hereby certify that I am a duly Licensed Professional Architect in the State of Minnesota, and that I am the author of the design and construction documents herein.



EXTERIOR FINISH LEGEND

SS-1	EXISTING ALUMINUM STOREFRONT
ACM-1	TOYOTA SILVER
ACM-2	TOYOTA RED USA
ACM-3	TOYOTA BLACK
GP-1	SCAPPA TRANSLUCENT GLAZING SYSTEM
G-1	EXISTING GLASS
P-6	MOONLIGHT WHITE PAINT
ACM-4	TOYOTA WHITE USA
ST-1	MANSIONRY STONE VENEER

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, September 12, 2011
Council Chambers, City Hall
Meeting No. 18-11

J. NEW BUSINESS

2. Conditional Use Permit Revision—Maplewood Toyota Service Entrance Addition, 2873 Maplewood Drive

City Planer Ekstrand presented the council with the staff report; Planning Commissioner Boeser presented the council with the planning commission report; and Community Design Review Board member Shankar presented the Community Design Review Board report. Present from Maplewood Toyota was Steve McDaniels who addressed and answered questions of the council.

Councilmember Nephew moved to approve the Conditional Use Permit Revision for Maplewood Toyota Service Entrance Addition, 2873 Maplewood Drive.

RESOLUTION 11-9-624
CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, Steve McDaniels of Maplewood Toyota, applied for a conditional use permit revision for a service entrance addition and pervious paver improvements.

WHEREAS, this permit applies to property located at 2873 Maplewood Drive. The property identification number identifying this property is:

04-29-22-41-0006

WHEREAS, the history of this conditional use permit is as follows: 1. On August 16, 2011, the planning commission held a public hearing to review this proposal. City staff published a notice in the paper and sent notices to the surrounding property owners as required by law. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the report and recommendation of the city staff. The planning commission recommended that the city council approve this permit.

2. The city council held a public meeting on September 12, 2011, to review this proposal. The council considered the report and recommendations of the city staff and planning commission.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.

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

1. All construction shall follow the site plan date-stamped August 9, 2011 approved by the city. The director of community development may approve minor changes.
2. The proposed construction must be substantially started within one year of council approval or the conditional use permit revision for the service entrance addition and related site work shall end. or the permit shall end. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. Beam Avenue shall not be used for loading or unloading.
5. The applicant shall be required to submit a drainage and utility plan to the city engineer for review and approval as noted in condition 2b on page 4 of the staff report. The city engineer shall require the applicant to implement storm water quality improvements into the final drainage and utility plan that shall include the addition of rainwater gardens, an improvement and regarding of the storm water outlet pond and other reasonable (as determined by the city engineer) storm water quality improvements such that the site begins to implement runoff standards typical to property within the shoreland district. If a reasonable agreement with the property owner cannot be achieved by the city engineer, this conditional use permit revision and design approval shall be returned to the city council for consideration.

The Maplewood City Council approved this resolution on September 12, 2011.

Seconded by
Councilmember Koppen

Ayes – All

The motion passed.

MEMORANDUM

TO: City Manager Chuck Ahl
FROM: Chief of Police Paul P. Schnell
DATE: August 23, 2013
SUBJECT: Approval for Police Department to Purchase One License Plate Reader

Introduction

The Police Department would like to purchase one license plate reader, and City Council approval is required to make this purchase.

Background

In 2010, using Auto Theft Prevention Grant funds, the Police Department purchased one license plate reader for the traffic car. This is a camera system that reads the license plates of vehicles surrounding the squad car and runs them to see if the vehicle is stolen, the driver has warrants, etc.

The license plate reader has proven to be a valuable tool for officers working patrol; and we now have the opportunity, through the 2014 Auto Theft Grant, to purchase one more license plate reader at a cost of \$14,340.

Budget Impact

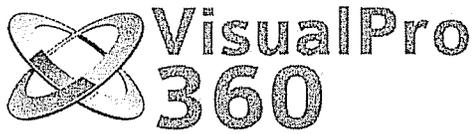
The purchase of this equipment is totally funded by grant money, and there is no cost to the City of Maplewood.

Recommendation

It is recommended that City Council approval be given to purchase one license plate reader and that authorization be given to the Finance Director make the necessary budget adjustments.

Attachments

Estimate from VisualPro 360.



1747 SOUTH HOLBROOK
TEMPE, AZ 85281

Estimate

Date	Estimate #
8/23/2013	2013-3113

Name / Address
Maplewood MN Police Department Dick Dobler 1830 County Road B East Maplewood MN 55109

P.O. No.	Sales Rep	Prepared By
	LW	Cheri

Item	Description	Quantity	Rate	Total
Vigilant Mobility ...	Vigilant Video Mobility LPR System - 2 camera system	1	14,340.00	14,340.00
SSU-12-COM	Includes: Start Up, Configure & Commission the CarDetector Mobile System - 1 or 2 Camera Kit	1	0.00	0.00
TRNG-CDMS	Vigilant Video's End User Staff Training for CarDetector Mobile System & LEARN	1	0.00	0.00
VV-SHP-01	Vigilant Video Shipping & Handling charges for CarDetector Mobile Hardward kit(s)	1	0.00	0.00
VV-TRVL-01	Vigilant Video's Travel Expenses for User Staff Training and Start-Up and Commissioning	1	0.00	0.00
2014 Auto theft Grant			Total	\$14,340.00

Signature _____

MEMORANDUM

TO: City Manager Chuck Ahl
FROM: Chief of Police Paul P. Schnell
DATE: August 23, 2013
SUBJECT: Approval of School Resource Officer Contract With School District 622

Introduction

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

Background

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

City Council approval is requested to enter into a Contract For Services with School District 622 for School Resource Officer services from July 1, 2013, through June 30, 2014. The School District will pay \$60,000, in four equal payments of \$15,000 each, throughout the school year. The contract is for the officer's salary only and does not include any fringe benefits, unemployment compensation, or Workers Comp. Both parties have the right to cancel the contract at any time should funding for this position cease for any reason.

Budget Impact

The City will receive payment of \$60,000 over the course of the 2013-2014 school year for School Resource Officer services to School District 622.

Recommendation

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

Attachments

School District 622 Contract For Services.



School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

CONTRACT FOR SERVICES

July 1, 2013

This is a contract between the City of Maplewood and Independent School district 622, whereby contractor agrees to provide School Resource Officer services to District 622 for the period of July 1, 2013 through June 30, 2014.

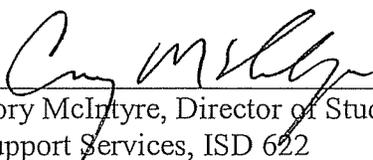
Contractors will be paid \$60,000, to be paid in four equal payments of \$15,000 each; payments to be made in July – September of 2013, October –December of 2013, January – March 2014 and April – June 2014. No fringe benefits will be provided; contract shall not be eligible for unemployment compensation or workers compensation; no tenure or seniority shall be acquired.

Contractor shall be accountable to the Director of Student Support Services. Funds for this program will come from the Safe Schools dollars.

The District, or the City, reserves the right to cancel this contract at any time should funding cease for any reason.

In order to provide continuity of services; it is hoped that there would be a thirty day notice of cancellation.

SIGNATURES:


Cory McIntyre, Director of Student
Support Services, ISD 622

Police Chief Paul Schnell
City of Maplewood

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Karen Guilfoile, Citizen Services Director
DATE: August 30, 2013
SUBJECT: Approval of a Resolution for a Temporary Lawful Gambling Permit for the Good Samaritan Society-Maplewood

Introduction

An application has been submitted for a lawful gambling temporary permit by Debra Bland on behalf of the Good Samaritan Society-Maplewood, 555 E Roselawn Avenue. The lawful gambling permit will allow a raffle to be conducted at the Family Council Turkey Dinner, which the society hosts annually. The event will be held on Wednesday, November 20, 2013 and proceeds will go towards supplies benefiting the residents at Good Samaritan Society – Maplewood.

In order for the State of Minnesota to issue a temporary lawful 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 premise permit for lawful gambling is approved for the Good Samaritan Society – Maplewood, 550 Roselawn Avenue in 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 Lawful Gambling permit for the Good Samaritan Society – Maplewood, 550 E Roselawn Avenue.

MEMORANDUM

TO: City Manager, Chuck Ahl
FROM: IT Director, Mychal Fowlds
SUBJECT: **Approval of Installation of Fiber Optics on the City Hall Campus**
DATE: September 3, 2013

Introduction

We currently utilize a patchwork of connections to communicate with the City of Roseville. Fiber optics were recently installed on White Bear Avenue that will connect us directly to the City of Roseville along with our EOC, Fire Station 2.

Background

As stated above, currently we make many hops to get back to the City of Roseville as they do to connect to us as well. This connection is important in that we are currently replicating many of our servers and resources between each other. In other words, if something happens at either site we have redundancy in that the other site continues to function. Currently we are hampered by a bottleneck that is restricting the amount of data that can be sent across the current connection. Connecting to the newly ran fiber optics on White Bear Avenue will give us a direct connection to the City of Roseville which will provide us with the connectivity speeds we need for years to come. The new connectivity will also allow for additional shared services and personnel between our two Cities.

A secondary benefit to this is that we will also be able to connect to Fire Station 2 directly as well. This is important because of Station 2's current role as the City EOC.

The proposed connection will run along City owned property from the south side of City Hall west to White Bear Avenue.

Budget Impact

The fiber optic installation cost not to exceed \$29,500 has been planned for and will be funded from the 2013 IT Fund.

Recommendation

It is recommended that approval be given for the installation of fiber optics on the City Hall Campus.

Attachments

1. Requisition



4860 Mustang Circle
Mounds View, MN 55112
Tel. - 763-783-0035, Fax - 763-783-0896

PROPOSAL

**Mounds View – MN
Corporate Office**

Proposal #: ES13103-0148
Page #: 1 Of 1
Office Contact: Tim Olson
Office Tel./Fax #: 763-783-0035 / 763-783-0896

Proposal Submitted To City of Maplewood		Phone 651-249-2923	Today's Date August 28, 2013	
Address 1830 County Rd B East		Job Name City Hall Fiber		
City, State, & Zip Code Maplewood, MN 55109		Job / Site Location 1830 County Rd B East		
Contact Person(s) Mychal Fowlds	E-mail Address Mychal.fowlds@ci.maplewood.mn.us	Fax #	Estimator TDO	Sales Person TDO

Dell-Comm, Inc. proposes to:

Install conduit between south side of building and east side of White Bear Avenue – Route as discussed at site meet and shall include the following:

1. Furnish and install 1.25" conduit between property line and building.
2. Furnish and install locate wire along with all underground conduit placed.
3. Install conduit into existing Access Communications hand hole at property line.
4. Provide above grade building penetration at building as needed.
5. Furnish and install PVC riser and pull box at building entry point.
6. Furnish and install EMT conduit between entry point and server room.
7. Restore to as found condition.
8. Furnish and install 48 strand single mode fiber optic cable.
9. Terminate fiber in City of Maplewood provided equipment with LC connectors.
10. Test all connections completed by Dell-Comm.
11. Splice at hand hole to be completed by Access Communications.

*Quoted amount based on Regular work hours (7:00am – 4:00pm) & non-frost conditions.

Total Proposed Price \$ 23,100.00

This proposal is predicated on Dell-Comm's regular daytime hours. Material guaranteed per manufacturers warranty – Labor guaranteed for 1 year. Customer is responsible for obtaining written approval from owner/customer for all internal, external routes and building entrance and exits. If the customer is not building owner, the customer is responsible for any and all cost or damages incurred by Dell-Comm for failure to obtain written approval of owner. Dell-Comm, Inc. will be responsible for locating all public utilities. This quote assumes frost-free working conditions. Dell-Comm does not provide for relocation of any existing utilities, removal of solid rock, abandoned building foundations, or de-watering. Customer is responsible for locating all private utilities, (sprinklers, private electrical, fiber cable, etc.) to avoid any damage. The customer is responsible for any cost incurred for locating private utilities or assisting customer in acquiring a permit.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for

The sum of: Twenty-Three Thousand One Hundred and 00/00 Dollars \$ 23,100.00

Payment to be made as follows:

Terms: Net 15 days, 1.5% per month, 18% annual will be charged on balance 30 days past due.
Dell-Comm, Inc. invoices for all labor, materials, and equipment delivered to the job site or stored on behalf of our customer on a percentage of completion or time and materials basis monthly. If any action is required by Dell-Comm, Inc. to collect the purchase price, Dell-Comm, Inc. shall be entitled to reimbursement of its reasonable collection and/or attorney's fees.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTE: Will not work or be responsible for any cost involving asbestos.

Authorized Signature :  **Date: 08/28/2013**
CEO

NOTE: This proposal may be withdrawn by us if not accepted within 30 Days.

Acceptance of Proposal – The above prices, specifications & conditions are satisfactory & are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Mychal Fowlds, IT Director

SUBJECT: **Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 3 with Weber, Inc., Police Department Expansion Project – Phase 2**

DATE: September 3, 2013

INTRODUCTION

The City Council will consider approving the attached resolution directing the modification of the existing construction contract for the Police Department Expansion Project – Phase 2.

BACKGROUND

On April 29, 2013, the Council awarded Weber, Inc. a construction contract for the build out of offices and modification of existing areas in 1830 County Road B East in the amount of \$359,000. There have been 2 change orders to the contract to date in the amount of \$12,176.85.

DISCUSSION

The modifications consist primarily of small changes due to items found during the demolition of existing areas. These modifications result in an increase to the overall construction contract.

Sheetrock & HVAC changes (Addition)

During demolition portion it was noticed that in the new server room and the adjacent storage room there was a vent that was below the 9' ceiling. This vent needed to be enclosed in sheetrock and is part of this change. Additionally, in working with the Police Department we moved the investigation computer lab to allow for a closer proximity to the officers who will be working there. This required changes to the HVAC vents which is also part of this change.

Time extension (No Cost Changes)

Add 13 calendar days for substantial completion. No extension requested for final completion.

The change order costs are summarized below:

<u>Change Order #3</u>	<u>Amount</u>
1 Sheetrock & HVAC changes	\$ 2,708.78
Total Change Order No. 3	\$ 2,708.78

BUDGET

Approval of Change Order No. 3 will increase the project construction contract amount by \$2,708.78

from \$371,176.85 to \$373,885.63. No adjustments to the approved budget are needed at this time.

RECOMMENDATION

Staff recommends that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 3, for the Police Department Expansion Project – Phase 2.

ATTACHMENTS

1. Resolution directing modification of existing construction contract, change order no. 3
2. Change order form

**RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
POLICE DEPARTMENT EXPANSION PROJECT - PHASE 2, CHANGE ORDER NO. 3**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Police Department Expansion Project – Phase 2, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Police Department Expansion Project – Phase 2, Change Order No. 3.

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

1. The Mayor is hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$2,708.78.

The revised contract amount is \$373,885.63.

Adopted by the Maplewood City Council on this 9th day of September 2013.

**CHANGE ORDER
CITY OF MAPLEWOOD**

PROJECT NAME: Police Department Expansion Project - Phase 2
CONTRACTOR: Weber, Inc.
CHANGE ORDER NO.: Three (3)
DATE: September 9, 2013

The following changes shall be made in the contract documents:

ADD BID SCHEDULE CO #3 – CHANGE ORDER NO. 3

Item No.	Item Description	Amount
1	Sheetrock & HVAC changes	\$ 2,708.78
2	Time extension as listed in report	\$ 0.00
TOTAL SCHEDULE CO #3		\$2,708.78
TOTAL NET CHANGE ORDER NO. 3		\$2,708.78

CONTRACT STATUS:

Original Contract: \$359,000.00
Net Change of Prior Changes: \$12,176.85
Change this Change Order: \$2,708.78
Revised Contract: \$373,885.63

Recommended By: SEH, Inc.

By: _____ Date: _____

Agreed to By: Weber, Inc.

By: _____ Date: _____

Approved By: City of Maplewood

By: _____ Date: _____

MEMORANDUM

TO: City Manager Chuck Ahl
FROM: Chief of Police Paul P. Schnell
DATE: August 26, 2013
SUBJECT: Approval of Joint Powers Agreement Renewal With Minnesota Crimes Against Children Task Force (MICAC)
a) Approval of Resolution for Minnesota Crimes Against Children Task Force (MICAC)

Introduction

City Council approval is requested to renew the multi-agency Joint Powers Agreement with the Minnesota Department of Public Safety/Bureau of Criminal Apprehension for the Minnesota Crimes Against Children Task Force (MICAC).

Approval of a Resolution for Chief Schnell to be designated as the legal authority/authorized representative for signing future Joint Powers Agreements and Amendments, which is required by the Bureau of Criminal apprehension, is also requested.

Background

In April 2011, the Maplewood City Council approved the Police Department entering into a Joint Powers Agreement with the Minnesota Bureau of Criminal Apprehension to participate in the multi-agency Minnesota Internet Crimes Against Children Task Force.

This Task Force is intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers and to disrupt and dismantle organizations engaging in such activity. It also assists law enforcement by providing funding for equipment, training and expenses (including travel and overtime funding) which are incurred as a result of such investigations.

This Joint Powers Agreement was renewed in September 2012, and that renewal has now expired. Approval is being requested to again renew the Joint Powers Agreement, which will then be in effect through May 31, 2016.

Budget Impact

None.

Recommendation

It is recommended that:

Approval be given to sign the MICAC Joint Powers Agreement with the Minnesota Bureau of Criminal Apprehension.

Approval be given for the Resolution authorizing Chief Schnell to be the legal authority/authorized representative to sign future Joint Powers Agreements and Amendments.

Attachments

Multi-Agency Law Enforcement Joint Powers Agreement.

Resolution Approving State of Minnesota Joint Powers Agreement With The City Of Maplewood On Behalf Of Its Police Department.

Minnesota Internet Crimes Against Children Task Force

Multi-Agency Law Enforcement Joint Powers Agreement

This Multi-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension ("Grantee"), empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, Subd. 10 & 12, and City of Maplewood, acting through its Maplewood Police Department, located at 1830 Co. Road B East, Maplewood, 55109. ("Undersigned Law Enforcement Agency"), empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, subd. 10,

Whereas, the above subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity; and

Whereas, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

Whereas, the Grantee is the recipient of a federal grant (attached to this Agreement as Exhibit A) disbursed by the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") in Washington, D.C. to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations; and

Whereas, the OJJDP Internet Crimes Against Children ("ICAC") has established a Working Group of Directors representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients; and the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension has designated Donald Cheung as the Commander of the Minnesota ICAC Task Force.

Now Therefore, the parties agree as follows:

1. The Undersigned Law Enforcement Agency approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach to combat Internet Crimes Against Children: **prevention, education and enforcement**; and
2. The Undersigned Law Enforcement Agency shall adhere to the Minnesota ICAC Task Force Program Standards contained in Exhibit B attached to this Agreement, in addition to complying with applicable Minnesota state and federal laws in the performance of this

Agreement, including conducting undercover operations relative to ICAC, ; a list of Regional ICAC Task Force, Minnesota State Affiliate Agency and Training & Technical Assistance Program contact information is available at <http://www.ojjdp.gov/programs/progsummary.asp?pi=3#Resources> ; and

3. Exhibits A and B are incorporated into this Agreement and made a part thereof. In the event of a conflict between this Agreement and the Exhibits, the terms of the Exhibits prevail; and
4. The Undersigned Law Enforcement Agency and the Grantee agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Grantee's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. The Undersigned Law Enforcement Agency's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01 - 466.15, and other applicable law; and
5. All members of the Undersigned Law Enforcement Agency shall continue to be employed and directly supervised by the same Law Enforcement Agency employer which currently employs the member performing Minnesota ICAC Task Force assignments; and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer's fringe benefits; and
6. The Undersigned Law Enforcement Agency must first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
7. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the Grantee to the Undersigned Law Enforcement Agency within 30 days of the date of invoice, with payment made out to the City of Maplewood and mailed to the Maplewood Police Department, 1830 Co. Road B East, Maplewood, MN, 55109.
8. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Minnesota ICAC Task Force Commander or his designee for statistical reporting purposes; and
9. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJJDP. In addition, under Minn. Stat. § 16C.05, subd. 5, the Undersigned law Enforcement Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Grantee and/or the Minnesota State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end date of this Agreement; and
10. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources

amongst the multiple entities; and

11. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System (CPPS) pursuant to the OJJDP guidelines; and
12. The Undersigned Law Enforcement Agency shall provide the Minnesota ICAC Task Force Commander in a timely manner all investigative equipment that was acquired through OJJDP grant funding; in the event that future federal funding is no longer available, the Undersigned Law Enforcement Agency decides to dissolve its binding relationship with the Minnesota ICAC Task Force and the State of Minnesota Department of Public Safety, or the Undersigned Law Enforcement Agency breaches the Agreement.
13. That the Grantee may reimburse, the Undersigned Law Enforcement Agency for the following duties:
 - A. Investigations by the Undersigned Law Enforcement Agency under this agreement should be conducted in accordance with the OJJDP ICAC Task Force Program Standards contained in Exhibit B, and concluded in a timely manner. The Undersigned Law Enforcement Agency will only be reimbursed by the Grantee for overtime hours inclusive of fringe benefits of actual hours and/or actual expenses incurred related to performing Minnesota ICAC Task Force assignments and/or training approved by the Minnesota ICAC Task Force Commander through the term of this agreement or until all Federal funds under the OJJDP grant have been expended, whichever comes first.
 - B. The Grantee has a **TOTAL** Expense Budget of \$347,101.00 that was approved under the OJJDP Internet Crimes Against Children ("ICAC") Grant for investigative hours and expense reimbursement. The Undersigned Law Enforcement Agency participating in the Minnesota ICAC Task Force investigations will be reimbursed by the Grantee for actual costs as defined in Clause 13, Section A., to the extent such actual costs have been reviewed and approved by the Minnesota ICAC Task Force Commander.
14. 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.
15. The Undersigned Law Enforcement Agency and the Grantee may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.
16. **Terms of this agreement:**

This Agreement shall be effective on the date the Undersigned Law Enforcement Agency obtains all required signatures under Minn. Stat. § 16C.05, Subd. 2, and shall remain in effective through May 31, 2016 unless terminated or canceled. **Upon the effective date of this Agreement, the Undersigned Law Enforcement Agency will be entitled to reimbursements approved by the Grantee dating back to July 1, 2013 for overtime**

salary including fringe benefits, equipment, training and expenses to the extent Grantee has available funds to pay such and they have been approved consistent with Clause 13, Section B. Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Undersigned Law Enforcement Agency.

1. Undersigned Law Enforcement Agency

Undersigned Law Enforcement Agency certifies that the appropriate person(s) have executed the Agreement on behalf of the Undersigned Law Enforcement Agency and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title
Undersigned Law Enforcement Agency

Date

Title:
City of Maplewood

Date

Title:
City of Maplewood

Date

Mayor or Board Chair
City of Maplewood

Date

2. Department or Public Safety,
Bureau of Criminal Apprehension

Name: _____

Signed: _____

Title: _____

(With delegated authority)

Date

3. Commissioner of Administration

By and Title

MN Department of Administration

(With delegated authority)

Date

**CITY OF MAPLEWOOD
RAMSEY COUNTY, MINNESOTA**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENT
WITH THE CITY OF MAPLEWOOD ON BEHALF OF ITS POLICE DEPARTMENT**

WHEREAS, the City of Maplewood, on behalf of its Police Department, desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension, to participate in the Minnesota Internet Crimes Against Children Task Force;

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

1. That the State of Minnesota Joint Powers Agreement, by and between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the City of Maplewood, on behalf of its Police Department, is hereby approved.
2. That Police Chief Paul Schnell, or his successor, is designated the Legal Authority/Authorized Representative for the Maplewood Police Department. The Legal Authority/Authorized Representative is also authorized to sign any subsequent Amendments or Agreements that may be required by the State of Minnesota to maintain participation in this Joint Powers Agreement.
3. That Will Rossbach, the Mayor for the City of Maplewood, and Karen Guilfoile, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Adopted this 9th day of September 2013 by the City Council of Maplewood, Minnesota.

Will Rossbach, Mayor

Karen Guilfoile, City Clerk

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MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Tom Ekstrand, Senior Planner
DATE: September 3, 2013
SUBJECT: Approval of Warehousing in Business Commercial Districts by Conditional Use Permit Ordinance—First Reading

Introduction

Proposal

U-Haul, located at 2242 White Bear Avenue, would like to buy the neighboring Goodwill Store, now closed, and expand their business to that site. They would use this building for warehousing. The city ordinance, however, does not permit warehousing in a BC district. The zoning code allows warehousing in the M1 district, but code does not mention warehousing as a permitted or a conditional use in BC. Part of U-Haul's proposal is also to use the Goodwill parking lot for truck and trailer parking and rental. Refer to the letter from Daniela Warren.

The planning commission recommended that the city council approve this code amendment.

Request

Amend the BC district ordinance to allow warehousing by CUP.

Background

Sections 44-511 (permitted uses) and 44-512 (conditional uses), in the BC District regulations, do not permit warehousing. Warehousing is not mentioned, therefore, it is not allowed.

Warehouses are allowed in the M1 (light manufacturing) district, indicating that it was clearly the intent of the code to allow warehousing in those areas but not in other zoning districts.

Budget Impact

None

Discussion

Code Amendment to Allow Warehousing by CUP

The BC ordinance already allows "exterior storage" by a CUP as follows: "the exterior storage, display, sale or distribution of goods or materials, but not including a junkyard, salvage automobile, or other wrecking yard. The city may require screening of such uses pursuant to the screening requirements of subsection (6.a.) of this section."

Staff does not see a problem with the applicant's request to amend the ordinance for indoor storage or warehousing by CUP, since the code already allows exterior storage by CUP. It should be understood, though, that the city has land zoned BC in some highly visible locations that would not be appropriate for warehousing, such as the Maplewood Mall area as an example. If the council amends the ordinance to allow warehousing by CUP, this would permit warehouses by CUP in any BC district, not just the former Goodwill site.

Findings to Approve a CUP

The zoning ordinance requires that the city council determine that all nine "standards" for CUP approval be met to allow a CUP. Therefore, to approve a CUP for warehousing, the council would need to determine that a proposed warehouse would:

- Comply with the city's comprehensive plan and zoning code.
- Maintain the existing or planned character of the neighborhood.
- Not depreciate property values.
- Not cause any disturbance or nuisance.
- Not cause excessive traffic.
- Be served by adequate public facilities and police/fire protection.
- Not create excessive additional costs for public services.
- Maximize and preserve the site's natural and scenic features.
- Not cause adverse environmental effects.

Truck and Trailer Rental on the Former Goodwill Site

Section 44-512(5), under conditional uses, states the following:

- (5) For motor vehicles, the following activities (allowed conditionally), if not within 350 feet of any property that the city is planning for residential use:
- a. The sale or leasing of used motor vehicles.
 - b. The storage or rental of motor vehicles.

The important point in this ordinance is that vehicle sale, storage or rental activities must be at least 350 feet from property planned for residential use. The former Goodwill site is directly next to (north of) the townhomes to the south and is 170 feet from the residential land across Van Dyke Street.

Amending the ordinance to allow indoor storage activities by CUP would not allow U-Haul the full use of the Goodwill property since code prohibits vehicle rentals closer than 350 feet to residential property. The applicant would have to apply for a variance from the 350-foot distance requirements from residential property to expand their rental activities to this site. This is a substantial request and would be difficult for the city to approve.

Commission Actions

On July 16, 2013, the planning commission considered U-Haul's request and were supportive of a code amendment to allow warehousing in BC districts by CUP. They requested that staff present them with an ordinance amendment for their review.

Their reasons were that they acknowledged U-Haul as a long-term member of the Maplewood business community. They wanted to help them grow and to show support. In addition, the Goodwill property has been vacant for two years and this would be a use for that unused property. The planning commission, however, expressed a concern that amending the ordinance to allow warehousing in BC districts would affect all BC districts throughout the city where such a use may not be appropriate.

On August 20, 2013, the planning commission recommended that the city council adopt this code amendment. The planning commission also expressed their support of a variance from the 350-foot spacing requirement for U-Haul to park trucks and trailers on the former Goodwill Store parking lot.

Summary

If the city council agrees with this proposed ordinance amendment, the process would require that the applicant submit a CUP application for warehousing in the former Goodwill building. The applicant would also need to apply for a variance to park rental trucks and trailers within 350 feet of the nearby and abutting residential properties. Even though the planning commission supported a setback variance for rental vehicle parking, the community design review board, planning commission and finally the city council would need to review these requests. Staff would study the need for screening at that time when considering warehousing and a reduced parking setback.

Recommendation

Adopt the resolution amending Section 44-512(4) to allow warehousing in BC (business commercial) districts by conditional use permit.

Attachments

1. Ordinance Amendment to Section 44-17
2. Zoning Map U-Haul/Goodwill Area
3. Land Use Plan Map of U-Haul/Goodwill Area
4. Aerial Photo
5. BC Zoning Ordinance
6. Letter from Daniela Warren dated May 29, 2013
7. Certificate of Survey
8. Planning Commission Minutes dated August 20, 2013

Attachment 1

ORDINANCE NO. ____

**AN ORDINANCE AMENDMENT TO ALLOW
WAREHOUSING IN BC (BUSINESS COMMERCIAL) ZONING DISTRICTS BY
CONDITIONAL USE PERMIT**

The Maplewood City Council approves the following revision to the Maplewood Code of Ordinances. (Additions are underlined.)

Section 1. Section 44-512(4) of the Maplewood Code of Ordinances is hereby amended as follows:

Sec. 44-512. Conditional Uses.

In a BC business commercial district, the following uses must have a conditional use permit:

- (4) Warehouses, the exterior storage, display, sale or distribution of goods or materials, but not including a junkyard, salvage automobile, or wrecking yard. The city may require screening of such uses pursuant to the screening requirements of subsection (6.a.) of this section.

Section 2. This ordinance shall take effect after the approval by the city council and publishing in the official newspaper.

The Maplewood City Council approved this ordinance revision on _____.

Mayor

Attest:

City Clerk

Zoning Map



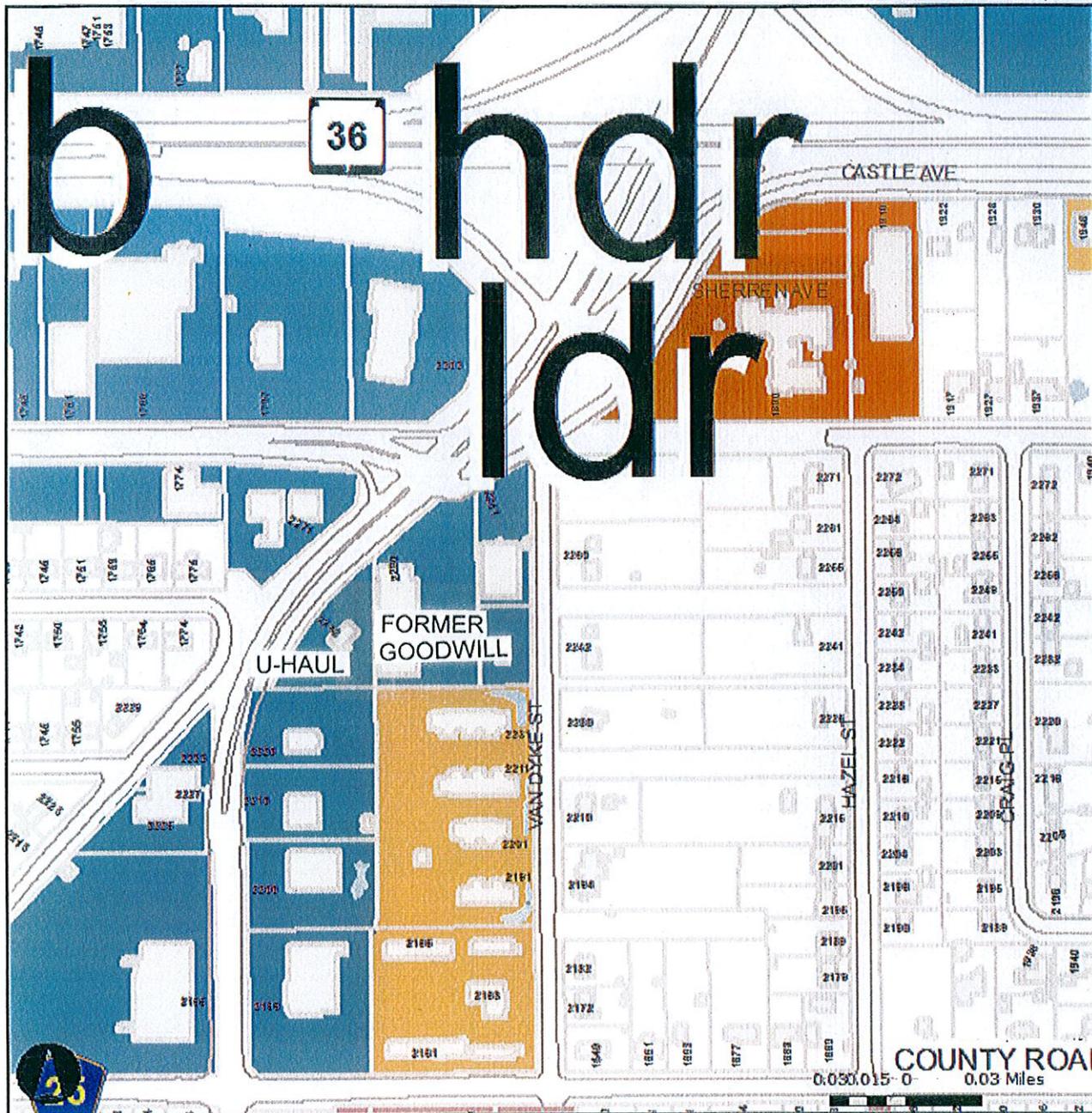
Copyright

MaplewoodBaseMap

Chad Bergo

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

Land Use Plan Map



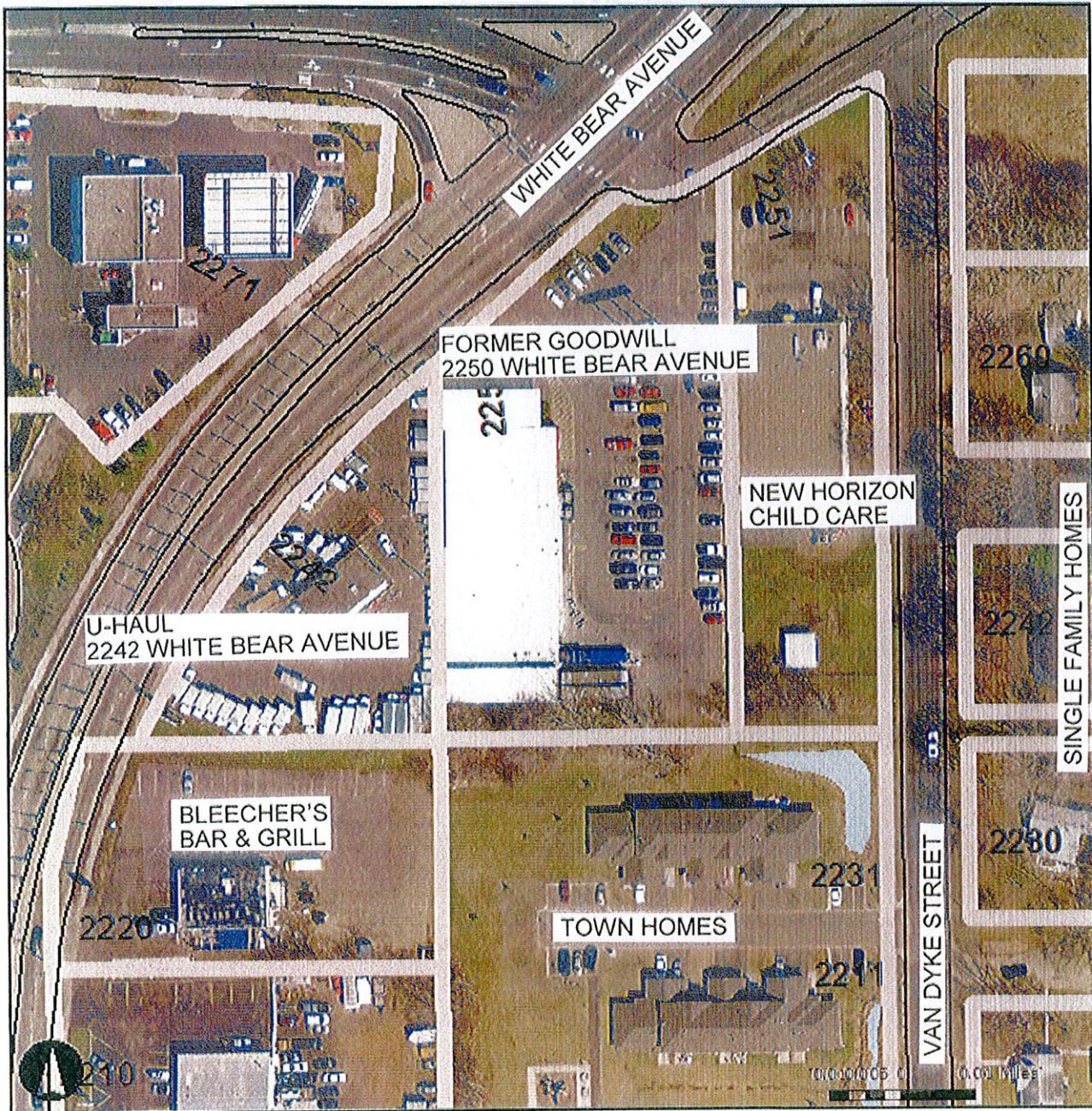
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MaplewoodBaseMap

Chad Bergo

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

Aerial Photo



Copyright

MaplewoodBaseMap

Chad Bergo

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

Attachment 5

Maplewood, Minnesota, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 44 - ZONING >> ARTICLE II. - DISTRICT REGULATIONS >> DIVISION 10. - BC BUSINESS COMMERCIAL DISTRICT >> Subdivision I. In General >>

Subdivision I. In General

Sec. 44-511. Permitted uses.

Sec. 44-512. Conditional uses.

Secs. 44-513—44-535. Reserved.

Sec. 44-511. Permitted uses.

The city shall only permit the following uses by right in a BC business commercial district:

- (1) A dwelling unit for one family is permitted with a business use. The dwelling unit and the principal business use must be in the same structure.
- (2) Hotel, motel or tourist cabins.
- (3) Retail or commercial rental activities, office, clinic, studio, bank, personal service, day care center, mortuary or funeral home, restaurant or on-sale liquor business subject to license. All on-sale liquor business not associated with a restaurant shall be at least 350 feet from any property that the city is planning for residential use. All business, storage or display, except signs and parking, shall be in a closed building.
- (4) For motor vehicles, the following activities if not within 350 feet of any property that the city is planning for residential use:
 - a. The sale or leasing of new motor vehicles.
 - b. The sale or leasing of new and used motor vehicles when all such activities are on the same property.
 - c. The rental of motor vehicles as an accessory use to the sale or leasing of new motor vehicles.
- (5) Publishing, photocopying or printing establishment.
- (6) Indoor theater.
- (7) Laundry.
- (8) Bakery or candy shop, which produces goods for on-premises retail sale.
- (9) Parking lot as a principal use.
- (10) Motor vehicle accessory installation center.
- (11) CNG (compressed natural gas) or LPG (liquid petroleum gas) dispensing facilities. Tanks shall not exceed a water capacity of 1,500 gallons for those dispensing facilities whose primary purpose is to produce power and light for nonvehicle uses, such as at 3M, NSP's facility on Century Avenue, or for temporary use on construction sites. Refer to the licensing requirements in chapter 14, article X.
- (12) CNG (compressed natural gas) or LPG (liquid petroleum gas) retail dispensing facilities—Limited capacity. Tanks shall not exceed a water capacity of 1,000 gallons for dispensing facilities as an accessory use to a motor fuel station or convenience store, the primary purpose of which is the filling of LPG tanks for recreational vehicles, portable heaters and gas grills. These limited-capacity dispensing facilities shall be at least 350 feet from any property the city is planning for residential use.

- (13) Repair shop, except motor fuel stations or maintenance garages. All business, storage or display, except signs and parking, shall be in a closed building.
- (14) Organized athletic activities, such as dance, physical fitness or karate, that are conducted indoors.
- (15) Itinerant carnivals, subject to the licensing requirements in chapter 8, article IV.
- (16) Any use that would be similar to any of the uses in subsections (1) through (15) of this section, if it is not noxious or hazardous.
- (17) Adult use accessory, subject to the requirements in chapter 14, article III.

(Code 1982, § 36-151(a); Ord. No. 825, § 1, 4-8-2002; Ord. No. 835, § 2, 11-13-2002)

Sec. 44-512. Conditional uses.

In a BC business commercial district, the following uses must have a conditional use permit:

- (1) All permitted uses in the R-3 district.
- (2) Processing and distributing station for beverages.
- (3) Place of amusement, recreation or assembly, other than an indoor theater, indoor athletic activity or itinerant carnival.
- (4) The exterior storage, display, sale or distribution of goods or materials, but not including a junkyard, salvage automobile, or other wrecking yard. The city may require screening of such uses pursuant to the screening requirements of subsection (6)a of this section.
- (5) For motor vehicles, the following activities, **if not within 350 feet** of any property that the city is planning for residential use:
 - a. The sale or leasing of used motor vehicles.
 - b. The storage or rental of motor vehicles.
- (6) Metal storage buildings, if the building meets the findings for a conditional use permit and the following findings:
 - a. No more than 20 percent of the building would be visible from streets or the highest topographical point of the nearest residential lot lines.
 - b. The building would not be of lesser quality than surrounding development. If the screening is removed or dies and the owner does not replace it, the city council may require that the owner remove the building. If the value of the building exceeds \$25,000.00, the city council shall allow at least a five-year amortization period.
- (7) Craftsman shop.
- (8) Motor fuel stations, motor vehicle wash or maintenance garages, if they meet the findings for a conditional use permit and the following findings:
 - a. The setback of any overhead canopy shall be at least 15 feet from the street right-of-way line and five feet from a nonresidential property line.
 - b. The setbacks to a residential lot line in section 44-20(c)(6) shall include motor vehicle washes, fuel dispensers or canopies.
 - c. All parts of major motor fuel stations, motor vehicle washes or maintenance garages shall be at least 350 feet from any property the city is planning for residential use.
 - d. No unlicensed or inoperable vehicles shall be stored on the premises for more than 48 hours, except in storage areas that are fully screened from public view.
 - e. All trash, waste materials and obsolete parts shall be stored within an enclosed trash container.
 - f.

AMERCO[®]

REAL ESTATE COMPANY

2727 NORTH CENTRAL AVENUE, 5-N • PHOENIX, ARIZONA 85004
PHONE: 602.263.6555 • FAX: 602.277.5824 • EMAIL daniela_warren@uhaul.com

Wednesday, May 29, 2013

Maplewood City Council
1830 County Road B East
Maplewood, MN 55109

RE: U-Haul Request for an Ordinance Amendment to the 'BC Business Commercial District'

Honorable City Council:

For over 35 years U-Haul has been serving do-it-yourself movers and their households in the City of Maplewood. We have a long-term commitment to our community and a vested interest in our community's quality of life. U-Haul has been a major contributor to the community's economy and tax base. U-Haul has been a stable business and plays a vital role in the City of Maplewood.

U-Haul is looking to acquire the property which is located at 2250 White Bear Avenue North and abutting our existing U-Haul center. We are proposing an adaptive re-use of the existing building. U-Haul would like to provide additional convenience for our customers by proposing a quiet self-storage facility that would provide a buffer between White Bear Avenue N and Maplewood residential property. The property is currently zoned 'BC Business Commercial District.' The proposed property has primarily been designated for business commercial uses and U-Haul prides itself on being a business comprised of commercial rental activity, service, and retail.

Self-storage would be an additional use to the proposed leasing of used motor vehicles/U-Haul trucks and trailers. The leasing of U-Haul trucks and trailers joint with self-storage not only allows us a more convenient service for customers, but also promotes one of our most important objectives, which is to contribute to a

better environment. By providing a one-stop moving and storage facility for our customers we would be able to reduce both the number and length of moving trips contributing to both customer convenience and a reduction in carbon emission levels. Renting a truck from one location and then driving to another to load and unload household goods releases an unnecessary amount of carbon emissions into the environment. Reducing vehicular trips has a positive impact on traffic congestion.

The property at 2250 White Bear Avenue N has a Future Land Use designation of 'Commercial': *Commercial use* means a principal use of land or buildings for the sale, lease, rental or trade of products, goods or services (Municipal Code, Sec. 44-6 Definitions). Self-storage is a principal use of leasing and service. There is an existing U-Haul abutting and this makes the proposed use compatible with the surrounding area. The property has less than desirable visibility, ingress, and egress -It is an odd property/location and it is not being used. This property has been vacant for over 2 years and U-Haul wants to be located here in Maplewood and meet the community's demands for service. Maplewood's zoning code has an objective of 'Encouraging the most appropriate use of land (Sec. 44-2)' and U-Haul strongly believes that we are not only an appropriate use but also a good neighbor.

The proposed use of self-storage and truck and trailer rental/leasing would have compliance with conditions imposed on it by the City of Maplewood. The uses would be located, designed, maintained, and operated to be in conformity with the City Council's standards and regulations. The proposed uses would not dominate the immediate vicinity or interfere with the use and development of neighboring property. The proposed use would not have a substantial or undue adverse effect upon adjacent property, the character of the area, or public health, safety, and general welfare.

It is U-Haul's request that the City Council amend the Maplewood code to allow inside storage as a conditional use in the 'BC Business Commercial District.'

The Maplewood Code, *Division 10. BC Business Commercial District, Subdivision I. In General, Sec. 44-512. Conditional uses* have uses; (5) For motor vehicles, the following activities, if not within 350 feet of any property that the city is planning for residential use: a. The sale or leasing of used motor vehicles. b. The storage or rental of motor vehicles and (6) Metal storage buildings, if the building meets the findings for a conditional use permit and the following findings.... Use (10) states 'Any use that would be similar to any of the uses in subsections (1) through (10) of this section, if it is not noxious or hazardous.

We are requesting that the City of Maplewood would consider interior self-storage as an addition to this list of conditional uses in the 'BC Business Commercial District.' The use of interior self-storage is a use that would be

similar to use (5) rental/leasing of motor vehicles/truck and trailers because these uses go hand in hand with one another. This close association has been our focus and the strength and success of our business. According to use (6) storage buildings are listed and U-Haul provides self-storage that would be similar-the storage of all household/personal items would be interior to the building on-site. Our proposed interior storage would not be noxious or hazardous to the Maplewood Community.

U-Haul believes that this is a critical decision for U-Haul's future in this community and we thank you for your consideration of the ordinance amendment. Please do not hesitate to contact us with any questions you may have.

Respectfully submitted,



Daniela Warren
AMERCO Real Estate Company

cc: Tom Ekstrand, Senior Planner

DRAFT
MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, AUGUST 20, 2013

6. NEW BUSINESS

a. Ordinance Amendment for Warehousing in BC (business commercial) districts.

- i. Senior Planner, Tom Ekstrand gave the report and answered questions of the commission.
- ii. President U-Haul, Bill Piette, 9890 Highway 65, Blaine, addressed and answered questions of the commission.

Commissioner Trippler moved to approve the resolution amending Section 44-512 (4) to allow warehousing in BC (business commercial) districts by conditional use permit.

Seconded by Commissioner Kempe.

Ayes - All

The motion passed.

Commissioner Donofrio moved that the commission is in support of the parking variance as discussed at the August 20, 2013, Planning Commission meeting.

Seconded by Commissioner Trippler.

Ayes – All

The motion passed.

This item goes to the city council September 9, 2013.

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Nick Carver, Assistant Building Official
Melinda Coleman, Assistant City Manager

DATE: September 3, 2013

SUBJECT: Approval of Green Building Program Ordinance – First Reading

Introduction

The City adopted an energy efficiency and conservation strategy in December 2009. The strategy was required as part of the City's energy efficiency conservation block grant. One purpose for the strategy is to help establish policies and priorities to move Maplewood in the direction of improved long-term operational energy efficiency.

Implementation of the strategy includes the adoption of energy policies that will ensure achievement of the City's energy goals. This green building program ordinance will assist in the promotion of green building practices throughout the City. The city of Maplewood will lead by example and provide incentives for others to accomplish similar goals.

Background

Just over three years ago the Maplewood city council approved an exploratory green building program search that would promote a city wide green building program that would be effective and produce efficient results.

After detailed analysis the building inspection division of the community development department partnered with the International Code Council to assist in the development of the National Green Building Standards for residential buildings and the International Green Construction Code for commercial buildings. The city of Maplewood is recognized as a leader in "green building" and bridging the gap for progress.

A seminar was constructed where all the Maplewood Community Boards and the City Council were presented with a complete description of the National Green Building Standards and the International Green Construction Codes including an incentive plan and implementation schedule.

Budget Impact

None

Discussion

On May 01, 2012, the 2012 International Green Construction Code (IgCC) publication was released. The following is a condensed outlined detail of the proposed ordinance and some commonly asked questions.

1. The ordinance should promote green building construction in all property zones.
 - This ordinance will accomplish these goals by including all occupancy groups, construction types and property zones.
2. The green building ordinance is mandatory for all city-owned and city-financed buildings.
 - City-owned buildings and projects are covered as “mandatory” by this ordinance. City-owned existing buildings will be prioritized for compliance with the 2012 IgCC Chapter 10. All city-financed buildings and projects will be considered by the City Manager, or designee, and approved by the city council to determine inclusion in this green building program.
3. How does the ordinance address the city’s existing buildings?
 - City-owned existing buildings and projects will be prioritized for compliance with the 2012 IgCC Chapter 10. *Compliance of all city buildings up to 10 years from adoption date.*
4. National Green Building Standards (residential) content.
5. International Green Construction Code (commercial) content.
6. How does the incentive plan function?
 - The Community Development Director and Building Official shall annually consider an incentive plan.
 - The Community Development Director and Building Official shall establish a budget item for the “Maplewood Green Building Program”.
 - The Community Development Director and Building Official shall establish the residential performance level and monetary incentive rewards.
 - The Community Development Director and Building Official shall establish “certificates of compliance” to be awarded.
 - The Community Development Director and Building Official shall establish a community recognition agenda profile.

REQUIREMENTS DETERMINED BY THE JURISDICTION SYNOPSIS (Maplewood)

Table 302.1 outlines the jurisdictional requirements which must be completed by the City of Maplewood. This table provides an opportunity for the city to customize the 2012 IgCC beyond the minimum requirements and meet local environmental priorities. A response to all categories is required to be addressed.

**TABLE 302.1
REQUIREMENTS DETERMINED BY THE JURISDICTION**

Section	Section Title or Description and Directives	Jurisdictional Requirements	
CHAPTER 1. SCOPE			
101.3 Exception 1.1	Detached one- and two-family dwellings and multiple single-family dwellings (town-houses) not more than three stories in height above grade plane with a separate means of egress, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
101.3 Exception 1.2	Group R-3 residential buildings, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
101.3 Exception 1.3	Group R-2 and R-4 residential buildings four stories or less in height above grade plane, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 4. SITE DEVELOPMENT AND LAND USE			
402.2.1	Flood hazard area preservation, general	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.2.2	Flood hazard area preservation, specific	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.3	Surface water protection	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.5	Conservation area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.7	Agricultural land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.8	Greenfield sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
407.4.1	High-occupancy vehicle parking	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
407.4.2	Low-emission, hybrid and electric vehicle parking	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
409.1	Light pollution control	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 5. MATERIAL RESOURCE CONSERVATION AND EFFICIENCY			
503.1	Minimum percentage of waste material diverted from landfills	<input type="checkbox"/> 50% <input type="checkbox"/> 65% <input checked="" type="checkbox"/> 75%	
CHAPTER 6. ENERGY CONSERVATION, EFFICIENCY AND CO^{2e} EMISSION REDUCTION			
302.1, 302.1.1, 602.1	zEPI of Jurisdictional Choice – The jurisdiction shall indicate a zEPI of 46 or less in each occupancy for which it intends to require enhanced energy performance.	Occupancy: na zEPI: na	
604.1	Automated demand response infrastructure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 7. WATER RESOURCE CONSERVATION, QUALITY AND EFFICIENCY			
702.7	Municipal reclaimed water	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 8. INDOOR ENVIRONMENTAL QUALITY AND COMFORT			
804.2	Post-Construction Pre-Occupancy Baseline IAQ Testing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

807.1	Sound Transmission and sound levels	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 10. EXISTING BUILDINGS			
1007.2	Evaluation of existing buildings	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
1007.3	Post Certificate of Occupancy zEPI, energy demand, and CO ₂ e emissions reporting	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

The following is an explanation to the table response.

CHAPTER 1. Scope

This chapter indicates that the National Green Building Standards will be the base document for detached one- and two- family dwellings, multiple single-family dwellings (townhouses) not more than three stories in height.

Group R-3 residential buildings, their accessory structures, and the site or lot upon which these buildings are located.

Group R-2 and R-4 shall comply with the 2012 International Green Construction Code as a base document.

CHAPTER 4. Site Development and Land Use

The requirements listed are considered covered and protected by current city ordinances as established by Public Works and Community Development departments. Indicating a “no” answer allows those departments to operate as established.

CHAPTER 5. Material Resource Conservation and Efficiency

The IgCC minimum requirement is that not less than 50% of nonhazardous construction waste be diverted from landfill disposal. Research indicates that the city of Maplewood and the state of Minnesota have ample waste management resource programs to increase this requirement to a minimum of 75%.

CHAPTER 6. Energy Conservation, Efficiency and CO₂ Emission Reduction

The city of Maplewood has not deleted IgCC Chapter 6 but rather has deemed this Chapter 6 as optional. The 2012 International Energy Conservation Code will typically be used as the base document for all energy related issues. No increase is necessary.

CHAPTER 7. Water Conservation

Municipal reclaimed water is not available to the city of Maplewood at this time. No increase is necessary.

CHAPTER 8. Indoor Environmental Quality and Comfort

The city of Maplewood agrees that the base document minimums meet all the requirements necessary for indoor air and sound transmission quality.

CHAPTER 10. Existing Buildings

All city of Maplewood owned buildings and city of Maplewood financed buildings shall meet the requirements specified in 2012 IgCC Section 1007.2. As part of Maplewood's sustainability goals all "covered" buildings shall be brought into compliance with this code. "Covered" existing buildings will be prioritized for compliance.

EXCEPTIONS AND DELETIONS TO THE BASE DOCUMENTS

1. 2012 International Green Construction Code Section 101.3, exception 4 shall be deleted. **NOTE: This deletion prevents ASHRAE 189.1 as an optional design choice compliance path.**
2. 2012 International Green Construction Code Section 301.1.1 shall be deleted. **NOTE: This deletion prevents ASHRAE 189.1 as an optional design choice compliance path.**
3. 2012 International Green Construction Code Chapter 6 shall be an optional chapter. Chapter 6 or the 2012 International Energy Conservation Code shall be used, but not both or portions of both.

Recommendation

Staff recommends approval of the proposed green building program ordinance.

Attachments

1. Proposed Green Building Program Ordinance

P:/com_dvpt/ord/green building ordinance

ORDINANCE NO. _____**AN ORDINANCE TO THE MAPLEWOOD MUNICIPAL CODE REGARDING THE GREEN BUILDING PROGRAM**

The Maplewood City Council approves the following addition to the Maplewood Code of Ordinances. This ordinance creates a new green building ordinance which will be placed in the Building Chapter (Chapter 12) of the city code.

Section 1. Scope.

This ordinance applies to the regulations of “green building” within the City of Maplewood, Ramsey County, Minnesota. This ordinance focuses on residential, commercial and industrial buildings in the City of Maplewood. This ordinance applies to City of Maplewood owned and financed buildings as determined by the City Manager and approved by the City Council. Other buildings within the City of Maplewood are **NOT** subject to the code provisions of this ordinance unless the building owner or representative accepts these provisions as a volunteer commitment. The City of Maplewood shall establish an incentive plan for private property choosing the voluntary commitment.

Section 2. Purpose and Intent.

It is the goal of the City of Maplewood to provide green building program provisions consistent with the scope of a green construction code. This green building program is intended to safeguard the environment, public health, safety and general welfare through the establishment of requirements to reduce the negative impacts and increase the positive impacts of the built environment on the natural environment and building occupants. The green building program is not intended to abridge or supersede safety, health or environmental requirements under other applicable codes or ordinances.

Section 3. Base Documents.**a. ICC 700-2008 National Green Building Standards.**

This Standard applies to detached one and two-family dwellings and multiple single family dwellings (town-houses) not more than three stories in height above grade plane with a separate means of egress, their accessory structures, and the site or lot upon which these buildings are located. This Standard shall also be used for subdivisions, building sites, alterations, additions, renovations, mixed-use residential buildings, and historic buildings, where applicable.

b. 2012 International Green Construction Code.

The provisions of this code shall apply to the design, construction, addition, alteration, change of occupancy, relocation, replacement, repair, equipment, building site, maintenance, removal and demolition, of every building or structure or any

appurtenances connected or attached to such buildings or structures and to the site on which the building is located.

TABLE 302.1

c. REQUIREMENTS DETERMINED BY THE JURISDICTION (MAPLEWOOD)

Section	Section Title or Description and Directives	Jurisdictional Requirements	
CHAPTER 1. SCOPE			
101.3 Exception 1.1	Detached one- and two-family dwellings and multiple single-family dwellings (town-houses) not more than three stories in height above grade plane with a separate means of egress, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
101.3 Exception 1.2	Group R-3 residential buildings, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
101.3 Exception 1.3	Group R-2 and R-4 residential buildings four stories or less in height above grade plane, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 4. SITE DEVELOPMENT AND LAND USE			
402.2.1	Flood hazard area preservation, general	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.2.2	Flood hazard area preservation, specific	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.3	Surface water protection	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.5	Conservation area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.7	Agricultural land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.8	Greenfield sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
407.4.1	High-occupancy vehicle parking	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
407.4.2	Low-emission, hybrid and electric vehicle parking	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
409.1	Light pollution control	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 5. MATERIAL RESOURCE CONSERVATION AND EFFICIENCY			
503.1	Minimum percentage of waste material diverted from landfills	<input type="checkbox"/> 50% <input type="checkbox"/> 65% <input checked="" type="checkbox"/> 75%	
CHAPTER 6. ENERGY CONSERVATION, EFFICIENCY AND CO₂e EMISSION REDUCTION			
302.1, 302.1.1, 602.1	zEPI of Jurisdictional Choice – The jurisdiction shall indicate a zEPI of 46 or less in each occupancy for which it intends to require enhanced energy performance.	Occupancy: na zEPI: na	
604.1	Automated demand response infrastructure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 7. WATER RESOURCE CONSERVATION, QUALITY AND EFFICIENCY			
702.7	Municipal reclaimed water	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

CHAPTER 8. INDOOR ENVIRONMENTAL QUALITY AND COMFORT			
804.2	Post-Construction Pre-Occupancy Baseline IAQ Testing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
807.1	Sound Transmission and sound levels	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 10. EXISTING BUILDINGS			
1007.2	Evaluation of existing buildings	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
1007.3	Post Certificate of Occupancy zEPI, energy demand, and CO ₂ e emissions reporting	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

d. EXCEPTIONS AND DELETIONS TO THE BASE DOCUMENTS.

1. 2012 International Green Construction Code Section 101.3, exception 4 shall be deleted.
2. 2012 International Green Construction Code Section 301.1.1 shall be deleted.
3. 2012 International Green Construction Code Chapter 6 shall be an optional chapter. The 2012 International Energy Conservation Code shall be used, but not both or portions of both.

Section 4. General Ordinance Provisions

a. Interpretation

In interpreting this ordinance and its application, the provisions of these regulations shall be held to the minimum requirements for the protection of public health, safety and general welfare as determined by the Building Official.

b. Conflict

Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of the code specify different materials, methods of construction or other requirements, the most practical requirement to meet the intent of the code shall govern. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

Section 5. Ordinance Placement.

a. 12-41

The city council approved the first reading of this ordinance on.

The city council approved the second reading of this ordinance on.

Signed:

Will Rossbach, Mayor

Date

Attest:

Karen Guilfoile, City Clerk

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Shann Finwall, AICP, Environmental Planner
Steven Love, Assistant City Engineer

DATE: September 3, 2013 for the September 9 City Council Meeting

SUBJECT: **Approval of Subsurface Sewage Treatment System Ordinance - First Reading**

Introduction

The Minnesota Pollution Control Agency (MPCA) has advised the City of Maplewood that we must adopt an updated Subsurface Sewage Treatment System (SSTS) ordinance to comply with [Minnesota Rules, Chapter 7080-7083](#). SSTS are also known as septic systems or Individual Sewage Treatment Systems. Maplewood's current ordinance ([City Code, Chapter 40, Article II, Division 5](#)) was adopted in 2002. To aid in the ordinance update, the City is working with consultant, Bolton & Menk, Inc., to review our current ordinance and revise it to meet MPCA requirements. The revised ordinance is attached (Attachment 1).

Background

Rule Changes

[Minnesota Statutes, Section 115.55](#) requires that counties adopt an SSTS ordinance that complies with Minnesota Rules, Chapter 7080-7083. The majority of cities in Minnesota have delegated all responsibility for regulation and enforcement of SSTS to the county. However, Ramsey County received a special exception from the Legislature to relieve the County from the requirement to adopt an SSTS ordinance. This means that all cities in Ramsey County must adopt an ordinance regulating SSTS that is compliant with MPCA rules.

The MPCA completed a major update of the Minnesota rules governing SSTS in 2008. The changes were significant enough that the City of Maplewood's current ordinance is no longer in compliance. The deadline for the City to adopt a compliant SSTS ordinance is February 4, 2014.

Existing SSTS

There are currently 103 SSTS in use throughout Maplewood. Of these, 78 are required due to lack of sanitary sewer availability. The remaining 25 systems are for buildings where a sanitary sewer is available, but connections were waived due to financial hardships or excessive distance from the structure to the sewer line.

A majority of the SSTS are for residential properties, with a few commercial systems in use. The attached SSTS map shows the location of properties with an SSTS system and whether the property is situated in a flood plain (Attachment 2).

Ordinance Update

The updated ordinance is based on a model ordinance developed by the Association of Minnesota Counties (AMC) in cooperation with the MPCA, specifically for the purpose of complying with the 2008 SSTS rule update. Following is a summary of the major changes made to the ordinance:

1. **Management Plans:** Management plans are required for all new or replaced SSTS. A management plan describes operational and maintenance requirements and the frequency of each to ensure system performance, including a planned course of action to prevent an illegal discharge.
2. **Operating Permit:** An operating permit is required for SSTS with a pretreatment device, custom engineered design, or design flow of more than 5,000 gallons per day. Operating permits specify system performance, operating, and maintenance requirements and schedules, monitoring locations, procedures, and recording requirements.
3. **Compliance Inspections:** Compliance inspections are required for construction of a new system; modification, upgrade, or repair of existing systems; prior to issuance of building permits for bedroom additions; expansion or change in use of the building or property being served by the system that might impact performance of the system; and at time of property transfer. Compliance inspections ensure that an SSTS is working properly.
4. **Maintenance:** SSTS are required to be inspected and if needed be emptied every three years. The owner must submit the required MPCA Septic Tank Maintenance Reporting Form to the City. This will allow the City to create a system of tracking the required maintenance inspections.
5. **Abandonment:** Requires the abandonment of SSTS no longer in use.

Commission Review

The Environmental and Natural Resources Commission reviewed the draft ordinance during their June and July meetings. The major changes recommended by the Commission included a requirement that compliance inspections be required at time of property transfer and that the City create a system to monitor whether property owners are obtaining the required maintenance inspections. Following is a summary of these items:

1. Compliance Inspections

The ordinance will require compliance inspections under the following circumstances:

- a) Construction of new system.
- b) Modification, upgrades, or repairs of existing systems.
- c) Prior to issuance of building permits for bedroom additions.
- d) Any time there is an expansion of use of the building being served by the system that might impact performance of the system.
- e) Any time there is a change in use of the property being served by the system that might impact performance of the system.

- f) At the discretion of the City upon receipt of complaint or other notice of system malfunction.
- g) At time of property transfer.

Compliance inspections review the following:

- a) Is there surfacing sewage or sewage backup into the home?
- b) Is the septic tank leaking?
- c) Is the system failing to protect groundwater (determined by vertical separation distance to periodically saturated soils)?

If the answer to any of these questions is yes, then the system is non-compliant. If the answer to all questions are no, then the system is compliant and a Certificate of Compliance is issued. Certificates of Compliance expire after three years, except in the case of property transfers on systems less than five years old, where they are good for five years. When a Certificate of Compliance expires, a new compliance inspection is not required automatically. A new compliance inspection is only required if certain circumstances exist.

2. SSTS Maintenance

SSTS are required to be maintained every three years. Maintenance consists of measuring the sludge and scum levels in the tank and pumping the contents of the tank if necessary. The measurement of the sludge and scum layers is sometimes referred to as inspecting the tank, but that inspection is not related to the Compliance Inspection requirement.

The ordinance will require that SSTS owners submit a MPCA Septic Tank Maintenance Reporting Form to the City every three years. This will allow the City to create a system of tracking the required maintenance inspections.

Budget Impact

None

Recommendation

Approve the first reading of the Subsurface Sewage Treatment System ordinance (Attachment 1).

Attachments

- 1. SSTS Ordinance
- 2. Map of Existing SSTS in Maplewood

ORDINANCE NO. _____

**AN ORDINANCE TO THE MAPLEWOOD MUNICIPAL CODE REGARDING SUBSURFACE
SEWAGE TREATMENT SYSTEMS**

The Maplewood City Council approves the following addition to the Maplewood Code of Ordinances. This ordinance replaces Chapter 40, Article II, Division 5 (Individual Sanitary Sewer Systems) in its entirety.

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Sec. 40-161. - INTRODUCTION

This is an Ordinance authorizing and providing for sewage treatment and soil dispersal in unsewered areas of the City. It establishes:

1. Minimum standards for and regulation of Individual Sewage Treatment Systems (ISTS) and mid-sized Subsurface Sewage Treatment Systems (MSTS) (collectively referred to as SSTS) in unsewered areas of the City of Maplewood incorporating by reference minimum standards established by Minnesota statutes and administrative rules of the Minnesota Pollution Control Agency (MPCA),
2. Requirements for issuing permits for installation, alteration, repair or expansion of SSTS,
3. Requirements for all SSTS permitted under the revised Minnesota Rules, Chapters 7080 and 7081 to be operated under an approved management plan,
4. Standards for upgrade, repair, replacement, or abandonment of SSTS,
5. Penalties for failure to comply with these provisions,
6. Provisions for enforcement of these requirements, and
7. Standards which promote the health, safety and welfare of the public as reflected in Minnesota Statutes, Sections 115.55, 145A.05, the City Comprehensive Plan and the City Zoning Ordinance.

Sec. 40-162. - TITLE, PURPOSE AND INTENT

(a) Title

The City ordains Division 5 of the City Code the “City of Maplewood Subsurface Sewage Treatment System (SSTS) Ordinance.”

(b) Purpose

The purpose of this Ordinance is to establish minimum requirements for regulation of ISTS and MSTS for the treatment and dispersal of sewage within the applicable jurisdiction of the City to protect public health and safety, groundwater quality, and prevent or eliminate the development of public nuisances. It is intended to serve the best interests of the City’s citizens by protecting its health, safety, general welfare, and natural resources.

(c) Intent

It is intended by the City that this Ordinance will promote the following:

- (1) The protection of lakes, rivers and streams, wetlands, and groundwater in

the City of Maplewood essential to the promotion of public health, safety, welfare, socioeconomic growth and development of the City.

- (2) The regulation of proper SSTS construction, reconstruction, repair and maintenance to prevent the entry and migration of contaminants, thereby protecting against the degradation of surface water and groundwater quality.
- (3) The establishment of minimum standards for SSTS placement, design, construction, reconstruction, repair and maintenance to prevent contamination and, if contamination is discovered, the identification and control of its consequences and the abatement of its source and migration.
- (4) The appropriate utilization of privy vaults and other non-water carried sewage collection and storage facilities.
- (5) The provision of technical assistance and education, plan review, inspections, SSTS surveys and complaint investigations to prevent or control water-borne diseases, lake degradation, groundwater related hazards, and public nuisance conditions.

Sec. 40-163. - AUTHORITY

This Ordinance is adopted pursuant to Minnesota Statutes, Section 115.55; Minnesota Statutes, Section 145A.05; or successor statutes, and Minnesota Rules, Chapter 7080, Chapter 7081, Chapter 7082, or successor rules.

Sec. 40-164. - EFFECTIVE DATE

The provisions set forth in this Ordinance shall become effective on (DATE).

Sec. 40-165. - 40.195 - RESERVED

Sec. 40-196. - DEFINITIONS

The following words and phrases shall have the meanings ascribed to them in this Section. If not specifically defined in this Section, terms used in this Ordinance shall have the same meaning as provided in the standards adopted by reference. Words or phrases that are not defined here or in the standards adopted by reference shall have common usage meaning. For purposes of this Ordinance, the words “must” and “shall” are mandatory and the words “may” and “should” are permissive.

Authorized Representative: An employee or agent of the City of Maplewood.

Class V Injection Well: A shallow well used to place a variety of fluids directly below the land surface, which includes a domestic SSTS serving more than twenty (20) people. The U.S. Environmental Protection Agency and delegated state groundwater programs permit these wells to inject wastes below the ground surface provided they meet certain requirements and do not endanger underground sources of drinking water. Class V motor vehicle waste disposal wells and large-capacity cesspools are specifically prohibited (see 40 CFR Parts 144 & 146).

Cluster System: A SSTS under some form of common ownership that collects wastewater from two or more dwellings or buildings and conveys it to a treatment and dispersal system located on an acceptable site near the dwellings or buildings.

City: City of Maplewood, Minnesota.

City Council: The City of Maplewood City Council.

City Manager: The City Manager of the City of Maplewood, Minnesota.

Department: The City of Maplewood Department designated by the City Manager to administer SSTS.

Design Flow: The daily volume of wastewater for which a SSTS is designed to treat and discharge.

Flood Plain: The channel or beds proper and the areas adjoining a wetland, watercourse or lake which a regional flood may have or could hereafter cover. Floodplain areas within the City shall include all areas shown as zone A or zone AE on the flood insurance rate map. Refer to the City Floodplain Ordinance for further definitions.

Failure to Protect Groundwater: At a minimum, a SSTS that does not protect groundwater is considered to be a seepage pit, cesspool, drywell, leaching pit, or other pit; a SSTS with less than the required vertical separation distance, described in Minnesota Rules, Chapter 7080.1500 Subp. 4 D and E; and a system not abandoned in accordance with Chapter 7080.2500. The determination of the threat to groundwater for other conditions must be made by a Qualified Employee or an individual licensed pursuant to Section 40-237 hereof.

Imminent Threat to Public Health and Safety: At a minimum a SSTS with a discharge of sewage or sewage effluent to the ground surface, drainage systems, ditches, storm water drains, or directly to surface water; SSTS that cause a reoccurring sewage backup into a dwelling or other establishment; SSTS with electrical hazards; or sewage tanks with unsecured, damaged, or weak maintenance access covers. The determination of protectiveness for other conditions must be made by a Qualified Employee or a SSTS inspection business licensed pursuant to Section 5 hereof.

ISTS: An individual sewage treatment system having a design flow of no more than 5,000 gallons per day.

Industrial Waste: Sewage containing waste from activities other than sanitary waste from industrial activities including, but not limited to, the following uses defined under the Standard Industrial Classification (SIC) Codes established by the U.S. Office of Management and Budget.

SIC CODE(S)	INDUSTRY CATEGORY
753-7549	Automotive Repairs and Services
7231,7241	Beauty Shops, Barber Shops
7211-7219	Laundry Cleaning and Garment Services
4011-4581	Transportation (Maintenance only)
8062-8069	Hospitals
2000-3999	Manufacturing
2000-2099	Food Products
2100-2199	Tobacco Products
2400-2499	Lumber and Wood Products, except Furniture
2500-2599	Furniture and Fixtures
2600-2699	Paper and Allied Products
2700-2799	Printing, Publishing, and Allied Industries
2800-2899	Chemicals and Allied Products
2900-2999	Petroleum Refining and Related Industries
3000-3099	Rubber and Miscellaneous Plastics
3100-3199	Leather Tanning and Finishing
3000-3099	Rubber and Miscellaneous Plastics
3100-3199	Leather Tanning and Finishing
3200-3299	Stone, Clay, Glass, and Concrete Products
3300-3399	Primary Metal Industries
3400-3499	Fabricated Metal Products (except Machinery, and Transportation Equipment
3500-3599	Industrial and Commercial Machinery and Computer Equipment
3700-3799	Transportation Equipment
3800-3899	Measuring, Analyzing, and Controlling Instruments;

Photographic, Medical and Optical Goods; Watches and
Clocks
3900-3999 Miscellaneous Manufacturing Industries

Malfunction: The partial or complete loss of function of a SSTS component, which requires a corrective action to restore its intended function.

Management Plan: A plan that describes necessary and recommended routine operational and maintenance requirements, periodic examination, adjustment, and testing, and the frequency of each to ensure system performance meets the treatment expectations, including a planned course of action to prevent an illegal discharge.

MDH: Minnesota Department of Health

Minor Repair: The repair or replacement of an existing damaged or faulty component/part of a SSTS that will return the SSTS to its operable condition. The repair shall not alter the original area, dimensions, design, specifications or concept of the SSTS.

MSTS: A “midsized subsurface sewage treatment system” under single ownership that receives sewage from dwellings or other establishments having a design flow of more than 5,000 gallons per day to a maximum of 10,000 gallons per day.

Notice of Noncompliance: A written document issued by the Department notifying a system owner that the owner’s onsite/cluster treatment system has been observed to be noncompliant with the requirements of this Ordinance.

MPCA: Minnesota Pollution Control Agency.

Qualified Employee: An employee of the state or a local unit of government, who performs site evaluations or designs, installs, maintains, pumps, or inspects SSTS as part of the individual’s employment duties and is registered on the SSTS professional register verifying specialty area endorsements applicable to the work being conducted.

Record Drawings: A set of drawings which to the fullest extent possible document the final in-place location, size, and type of all SSTS components including the results of any materials testing performed and a description of conditions during construction of the system.

Sewage: Waste from toilets, bathing, laundry, or culinary activities or operations or floor drains associated with these sources, including household cleaners and other constituents in amounts normally used for domestic purposes.

SSTS: Subsurface sewage treatment system Including an ISTS or MSTS.

State: The State of Minnesota.

Treatment Level: Treatment system performance levels defined in Minnesota Rules, Chapter 7083.4030, Table III for testing of proprietary treatment products, which include the following:

Level A: cBOD₅ < 15 mg/L; TSS < 15 mg/L; fecal coliforms < 1,000/100 mL.

Level A-2: cBOD₅ < 15 mg/L; TSS < 15 mg/L; fecal coliforms N/A

Level B: cBOD₅ ≤ 25 mg/L; TSS ≤ 30 mg/L; fecal coliforms ≤ 10,000/100 mL.

Level B-2: cBOD₅ ≤ 25 mg/L; TSS ≤ 30 mg/L; fecal coliforms N/A

Level C: cBOD₅ ≤ 125 mg/L; TSS ≤ 80 mg/L; fecal coliforms N/A.

Type I System: An ISTS that follows a standard trench, bed, at-grade, mound, or graywater system design in accordance with MPCA rules, Minnesota Rules, Chapter 7080.2200 through 7080.2240.

Type II System: An ISTS on a lot located in a floodplain, a privy or a holding tank.

Type III System: A custom designed ISTS having acceptable flow restriction devices to allow its use on a lot that cannot accommodate a standard Type I soil treatment and dispersal system.

Type IV System: An ISTS, having an approved pretreatment device and incorporating pressure distribution and dosing, that is capable of providing suitable treatment for use where the separation distance to a shallow saturated zone is less than the minimum allowed.

Type V System: An ISTS, which is a custom engineered design to accommodate the site taking into account pretreatment effluent quality, loading rates, loading methods, groundwater mounding, and other soil and other relevant soil, site, and wastewater characteristics such that groundwater contamination by viable fecal organisms is prevented.

Unsewered Area: Any area within the City not served by a municipal sanitary sewer collection system permitted by the MPCA.

Sec. 40-197. - SCOPE

This Ordinance regulates the siting, design, installation, alterations, operation, maintenance, monitoring, and management of all SSTS within the City's applicable jurisdiction including, but not necessarily limited to individual SSTS and cluster or community SSTS, privy vaults, and other non-water carried SSTS. All sewage generated in unsewered areas of the City shall be treated and dispersed by an approved SSTS that is sited, designed, installed, operated, and maintained in accordance with the provisions of this Ordinance or connected to municipal sanitary sewer when it is available in accordance with the City Sanitary Sewer Ordinance. The City Engineer, or his or her designee, shall determine if municipal sanitary sewer is available.

Sec. 40-198. - JURISDICTION

The jurisdiction of this Ordinance shall include all property within the City limits.

Sec. 40-199. - ADMINISTRATION

(a) CITY ADMINISTRATION

The Department shall administer the SSTS program and all provisions of this Ordinance. At appropriate times, the City shall review or revise or update this Ordinance as necessary. The City shall employ or retain under contract qualified and appropriately licensed professionals to administer and operate the SSTS program.

(b) STATE OF MINNESOTA

Where a single SSTS or group of SSTS under single ownership within one-half mile of each other, have a design flow greater than 10,000 gallons per day, the owner or owners shall make application for and obtain a State Disposal System permit from the MPCA. For any SSTS that has a measured daily flow for a consecutive seven-day period which equals or exceeds 10,000 gallons per day, a State Disposal System permit is required. SSTS serving establishments or facilities licensed or otherwise regulated by the State shall conform to the requirements of this Ordinance.

Sec. 40-200. - LIABILITY

Any liability or responsibility shall not be imposed upon the City or any of its officials, employees, or other contract agent, its employees, agents or servants thereof for damage resulting from the defective construction, operation, or abandonment of any SSTS regulated under this rule by reason of standards, requirements, or inspections authorized hereunder.

Sec. 40-201. - MEASUREMENT OF DISTANCES

Unless otherwise specified in this division, all distances shall be measured horizontally.

Sec. 40-202. - INTERPRETATION OF CERTAIN ITEMS

For the purposes of this division, certain terms or words used shall be interpreted as follows: The words "shall" and "must" are mandatory; the words "should" and "may" are permissive.

Sec. 40-203. - 40-232 - RESERVED

Sec. 40-233. - RETROACTIVITY

(a) All SSTS

Except as explicitly set forth in Section 40-233(b), all provisions of this Ordinance shall apply to any SSTS regardless of the date it was originally permitted.

(b) Existing Permits

Unexpired permits which were issued prior to the effective date shall remain valid under the terms and conditions of the original permit until the original expiration date or until a change in system ownership whichever is earlier.

(c) Two Soil Treatment and Dispersal Areas

All lots created after January 23, 1996 must have a minimum of two soil treatment and dispersal areas that can support trenches, seepage beds, mounds, and at-grade systems as described in Minnesota Rules, Chapters 7080.2200 through 7080.2230 or site conditions described in Chapter 7081.0270, Subp. 3 through 7. If an additional soil treatment and dispersal area is available on lots created on or before January 23, 1996, it shall be identified in the site evaluation.

(d) Existing SSTS without Permits

Existing SSTS with no permits of record shall require a permit and be brought into compliance with the requirements of this Ordinance regardless of the date they were originally constructed.

Sec. 40-234. - UPGRADE, REPAIR, REPLACEMENT, AND ABANDONMENT

(a) SSTS Capacity Expansions

Expansion of an existing SSTS must include any system upgrades that are necessary to bring the entire system into compliance with the prevailing provisions of this Ordinance at the time of the expansion.

(b) Bedroom Additions

A compliance inspection is required prior to issuance of a permit for a bedroom addition. If the system is found to be non-compliant, the owner shall upgrade, repair, or replace the existing system prior to issuance of the permit for the bedroom addition.

(c) Failure to Protect Groundwater

A SSTS that is determined not to be protective of groundwater in accordance with Minnesota Rules, Chapter 7080.1500, Subp.4.B shall be upgraded, repaired, replaced or abandoned by the owner in accordance with the provisions of this Ordinance within three (3) months of receipt of a Notice of Noncompliance. If the Department determines that extenuating circumstances exist, this timeframe may be extended to eighteen (18) months from receipt of a Notice of Noncompliance.

(d) Imminent Threat to Public Health or Safety

A SSTS that is determined to be an imminent threat to public health or safety in accordance with Minnesota Rules, Chapter 7080.1500, Subp.4A shall be upgraded, repaired, replaced or abandoned by the owner in accordance with the provisions of this Ordinance within three (3) months of receipt of a Notice of Noncompliance. If the Department determines that extenuating circumstances exist, this timeframe may be extended to ten (10) months from receipt of a Notice of Noncompliance.

(e) Abandonment

Any SSTS, or any component thereof, which is no longer intended to be used, must be abandoned in accordance with Minnesota Rules, Chapter 7080.2500.

Sec. 40-235. - SSTS IN FLOODPLAINS

SSTS shall not be located in a floodplain.

Sec. 40-236. - CLASS V INJECTION WELLS

All owners of new or replacement SSTS that are considered to be Class V injection wells, as defined in the Code of Federal Regulations (CFR), Title 40, Part 144, are required by the Federal Government to submit SSTS inventory information to the Environmental Protection Agency as described in CFR40, Part 144. Further, owners are required to identify all Class V injection wells in property transfer disclosures.

Sec. 40-237. - SSTS PRACTITIONER LICENSING

No person shall engage in site evaluation, inspection, design, installation, construction, alteration, extension, repair, maintenance, or pumping of SSTS without an appropriate and valid license issued by MPCA in accordance with Minnesota Rules, Chapter 7083 except as exempted in 7083.0700.

Sec. 40-238. - PROHIBITIONS

(a) Occupancy or Use of a Building without a Compliant SSTS

It is unlawful for any person to maintain, occupy, or use any building intended for habitation in an unsewered area that is not provided with a wastewater treatment system that disposes of wastewater in a manner that complies with the provisions of this Ordinance.

(b) Sewage Discharge to Ground Surface or Surface Water

It is unlawful for any person to construct, maintain, or use any SSTS system

regulated under this Ordinance that results in raw or partially treated wastewater seeping to the ground surface or flowing into any surface water. Any surface discharging system must be permitted under the National Pollutant Discharge Elimination System program by the MPCA.

(c) Sewage Discharge to a Well or Boring

It is unlawful for any person to discharge raw or treated wastewater into any well or boring as described in Minnesota Rules, Chapter 4725.2050, or any other excavation in the ground that is not in compliance with this Ordinance.

(d) Discharge of Hazardous or Deleterious Materials

It is unlawful for any person to discharge into any treatment system regulated under this Ordinance any Industrial Waste, or hazardous or deleterious material that adversely affects the treatment or dispersal performance of the system or groundwater quality.

Sec. 40-239. - 40-269 - RESERVED

Sec. 40-270. - STANDARDS ADOPTED BY REFERENCE

The City hereby adopts by reference Minnesota Rules, Chapters 7080 and 7081 in their entirety as now constituted and from time to time amended. This adoption does not supersede the City's right or ability to adopt local standards that are in compliance with Minnesota Statute 115.55.

Sec. 40-271. - AMENDMENTS TO THE ADOPTED STANDARDS

(a) Determination of Hydraulic Loading Rate and SSTS Sizing

Table IX from Minnesota Rules, Chapter 7080.2150, Subp. 3(E) entitled "Loading Rates for Determining Bottom Absorption Area for Trenches and Seepage Beds for Effluent Treatment Level C and Absorption Ratios for Determining Mound Absorption Areas Using Detail Soil Descriptions" and herein adopted by reference shall be used to determine the hydraulic loading rate and infiltration area for all SSTS permitted under this Ordinance.

(b) Compliance Criteria for Existing SSTS

SSTS built after March 31, 1996 or existing SSTS located in a Shoreland area, existing wellhead Protection area, or serving a food, beverage, or lodging establishment as defined under Minnesota Rules, Chapter 7080.1100, Subp. 84 shall have a three-foot vertical separation between the bottom soil infiltrative surface and

the periodically saturated soil and/or bedrock. Existing systems that have no more than a fifteen (15) percent reduction in this separation distance (a separation distance no less than 30.6 inches) to account for settling of sand or soil, normal variation of separation distance measurements and interpretation of limiting layer characteristics may be considered compliant under this Ordinance. The vertical separation measurement shall be made outside the area of system influence but in an area of similar soil. Minnesota Rules, Chapter 7080.1500, Subp.4.

(c) Holding Tanks

Sewage holding tanks may be considered for installation on previously developed sites, as a temporary method for periods of up to one (1) year, during which time measures are being taken to provide municipal sewer service or the installation of an approved system as provided in this Ordinance. Holding tanks may be considered on a permanent basis for nonresidential, low -water use establishments generating less than one hundred fifty (150) gallons per day of waste, subject to approval by the department and the issuance of a certificate of compliance. Holding tanks may also be considered for floor drains for vehicle parking areas and existing facilities potentially generating hazardous waste.

(d) Setbacks

The following setback requirements are in addition to the setbacks required in Table VII in Minnesota Rules Chapter 7080.2150.F:

Table VII: Minimum setback distances (feet)		
Feature	Sewage tank, holding tank, or sealed privy	Absorption area or unsealed privy
Above-ground swimming pools	10	10
In-ground swimming pools	10	20
Shoreland Blufflines (18% slope)	20	20

The following setback requirements are in addition to the setbacks required in Table II Minnesota Rules Chapter 7081.0270 Subpart 2:

Table II: Minimum setback distances (feet)		
Feature	Sewage tank, holding tank, or sealed privy	Absorption area or unsealed privy
Above-ground swimming pools	10	10
In-ground swimming pools	10	20
Shoreland Blufflines (18% slope)	20	20

Variances to building setbacks included in Minnesota Rules, Chapter 7080 and 7081 may only be considered through the normal City variance process. Variances to shoreland setbacks may be considered through the Shoreland Management Ordinance. Variances to well and water line setbacks are governed by the MDH.

(e) Licensed Professional Engineer Required

The design of SSTS regulated under Minnesota Rules, Chapter 7081 shall be completed by a licensed Minnesota Professional Engineer, who is also licensed by the MPCA as an Advanced Designer.

Sec. 40-272. - VARIANCE REQUESTS

A property owner may request a variance from the standards as specified in this Ordinance pursuant to the requirements provided in Minnesota State Statutes. The City shall consider the requirements of Minnesota Rules Chapter 7082.0300, subp. 2 and 3 when considering such variances. Variances that pertain to the standards and requirements of the State of Minnesota must be approved by the affected State Agency pursuant to the requirements of the State Agency.

Sec. 40-273. - PERMIT REQUIRED

It is unlawful for any person to construct, install, modify, replace, or operate a SSTS without the appropriate permit from the Department. The issuing of any permit, variance, or conditional use under the provisions of this Ordinance shall not absolve the applicant of responsibility to obtain any other required permit.

Sec. 40-274. - CONSTRUCTION PERMIT

A construction permit shall be obtained by the property owner or an agent of the property owner from the Department prior to the installation, construction, replacement, modification, alteration, repair, or capacity expansion of a SSTS. The purpose of this permit is to ensure that the proposed construction activity is sited, designed, and constructed in accordance with the provisions of this Ordinance by appropriately certified and/or licensed practitioner(s).

(a) Activities Requiring a Construction Permit

A construction permit is required for installation of a new SSTS, for replacement of an existing SSTS, or for any repair or replacement of components that will alter the original function of the system, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function.

(b) Activities Not Requiring a Permit

A construction permit is not required for minor repairs or replacements of system components that do not alter the original function of the system, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function.

(c) Construction Permit Required to Obtain Building Permit

For any property on which a SSTS permit is required, approval and issuance of a valid SSTS Construction Permit must be obtained before a building or land use permit may be issued by the Department.

(d) Conformance to Prevailing Requirements

Any activity involving an existing system that requires a Construction Permit shall require that the entire system be brought into compliance with this Ordinance.

(e) Permit Application Requirements

Construction Permit applications shall be made on forms provided by the Department and signed by the applicant and an appropriately certified practitioner including the practitioner's certification number and date of expiration. The applications shall include the documents listed in items 1 through 8 below.

- (1) The correct address and legal description of the property where the proposed work is to take place.
- (2) The name and contact information (mailing address, telephone number, and e-mail address) of the property owner.
- (3) The name, contact information, and MPCA License Number of the SSTS Designer responsible for the system design.
- (4) Site Evaluation Report as described in Minnesota Rules, Chapter 7080.1730 and on the Department's permit application.
- (5) Design Report as described in Minnesota Rules, Chapter 7080.2430 and on the Department's permit application.
- (6) Building Plans for the existing and proposed system.
- (7) Management Plan as described in Minnesota Rules, Chapter 7082.0600.
- (8) Permit fee.

(f) Application Review and Response

The Department shall review a permit application and supporting documents. Upon satisfaction that the proposed work will conform to the provisions of this Ordinance, the Department shall issue a written permit authorizing construction of the SSTS as designed. In the event the applicant makes a significant change to the approved application, the applicant must contact the Department prior to initiating or continuing construction, modification, or operation to determine whether an amended application will be necessary, as determined by the Department. If determined necessary, the applicant shall file an amended application detailing the changed conditions for approval prior to initiating or continuing construction, modification, or operation for approval or denial. If the permit application is incomplete or does not meet the requirements of this Ordinance the Department shall deny the application. A notice of denial shall be provided to the applicant, which must state the reason for the denial.

(g) Permit Expiration

The Construction Permit is valid for a period of no more than one year from its date of issue. Satisfactory completion of construction shall be determined by receipt of final record drawings and a signed certification that the construction or installation of

the system was completed in reasonable conformance with the approved design documents by a qualified employee of the Department or a licensed inspection business, which is authorized by the Department and independent of the owner and the SSTS installer.

(h) Extensions and Renewals

The Department may grant an extension of the Construction Permit if the construction has commenced prior to the original expiration date of the permit. The permit may be extended for a period of no more than six (6) months.

(i) Transferability

A Construction Permit shall not be transferred to a new owner. The new owner must apply for a new Construction Permit in accordance with this section.

(j) Suspension or Revocation

The Department may suspend or revoke a Construction Permit issued under this section for any false statements, misrepresentations of facts on which the Construction Permit was issued, or unauthorized changes to the system design that alter the original function of the system as determined by the Department, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function. A notice of suspension or revocation and the reasons for the suspension or revocation shall be conveyed in writing to the permit holder. If suspended or revoked, installation or modification of a treatment system may not commence or continue until a valid Construction Permit is obtained.

(k) Posting

The Construction Permit shall be posted on the property in such a location and manner so that the permit is visible and available for inspection until construction is completed and certified.

Sec. 40-275. - OPERATING PERMIT

(a) SSTS Requiring an Operating Permit

An Operating Permit shall be required of all owners of new holding tanks, Type IV Systems, Type V Systems, MSTS, or any other system deemed by the Department to require operational oversight. Sewage shall not be discharged to these systems until the Department certifies that the system was installed in substantial

conformance with the approved plans, receives the final record drawings of the system, and a valid Operating Permit is issued to the owner.

(b) Permit Application Requirements

(1) Application for an Operating Permit shall be made on a form provided by the Department including:

- a. Owner name, mailing address, telephone, and email address
- b. Construction Permit reference number and date of issue
- c. Final record drawings of the treatment system
- d. Owners of holding tanks must submit a copy of a valid executed monitoring and disposal contract with a licensed maintenance business

(2) Owners of holding tanks shall provide to the Department a copy of a valid monitoring and disposal contract executed between the owner and a licensed maintenance business, which guarantees the removal of the holding tank contents in a timely manner that prevents an illegal discharge in accordance with Minnesota Rules, Chapter 7082.0100, Subp. 3G. This requirement is waived if the owner is a farmer who is exempt from licensing under Minnesota Statutes, section 115.56, subdivision 3, paragraph (b), clause (3).

(3) All SSTS existing prior to the effective date of this Ordinance shall require an operating permit upon transfer of ownership, replacement, any modification or expansion that requires a permit, or following any SSTS enforcement action.

(c) Department Response

The Department shall review the record drawings, operation and maintenance manual, management plan, maintenance and servicing contract, and any other pertinent documents as appropriate for accuracy and completeness. If any deficiencies are identified, the operating permit shall be denied until the deficiencies are corrected to the satisfaction of the Department.

(d) Operating Permit Terms and Conditions

The Operating Permit shall include the following:

- (1) System performance requirements
- (2) System operating requirements
- (3) Monitoring locations, procedures and recording requirements
- (4) Maintenance requirements and schedules
- (5) Compliance limits and boundaries
- (6) Reporting requirements
- (7) Department notification requirements for non-compliant conditions
- (8) Valid contract between the owner and a licensed maintenance business
- (9) Disclosure, location and condition of acceptable soil treatment and dispersal system site
- (10) Descriptions of acceptable and prohibited discharges

(e) Permit Expiration and Renewal

- (1) Operating Permits shall be valid for the specific term stated on the permit as determined by the Department.
- (2) An Operating Permit must be renewed prior to its expiration. If not renewed, the Department may require the system to be removed from service or operated as a holding tank until the permit is renewed. If not renewed within ninety (90) calendar days of the expiration date, the City may require that the system be abandoned in accordance with Section 40-277.
- (3) Application shall be made on a form provided by the Department including:
 - a. Applicant name, mailing address, telephone number, and e-mail address.
 - b. Reference number of previous owner's operating permit.
 - c. Any and all outstanding Compliance Monitoring Reports as required by the Operating Permit.
 - d. Certified treatment system inspection signed and/or sealed by a certified designer, maintenance contractor, or operator at the

discretion of the City.

- e. Any revisions made to the operation and maintenance manual.
- f. Payment of application review fee as determined by the City.

(f) Amendments to Existing Permits not Allowed

The City may not amend an existing permit to reflect changes in this Ordinance until the permit term has expired and is renewed, unless an amendment is necessary to eliminate an imminent threat to public health or safety.

(g) Transfers

The Operating Permit may not be transferred. A new owner shall apply for an Operating Permit in accordance with Section 40-275 of this Ordinance. The Department shall not terminate the current permit until sixty (60) calendar days after the date of sale unless an imminent threat to public health and safety exists. To consider the new owner's application, the Department may require a performance inspection of the treatment system certified by a licensed inspector or qualified employee.

(h) Suspension or Revocation

- (1) The Department may suspend or revoke any operating permit issued under this section for any false statements or misrepresentations of facts on which the Operating Permit was issued.
- (2) Notice of suspension revocation and the reasons for revocation shall be conveyed in writing to the owner.
- (3) If suspended or revoked, the Department may require that the treatment system be removed from service, operated as a holding tank, or abandoned in accordance with Section 40-276.
- (4) At the Department's discretion, the operating permit may be reinstated or renewed upon the owner taking appropriate corrective actions.

(i) Compliance Monitoring

- (1) Performance monitoring of a SSTS shall be performed by a licensed inspection business or licensed service provider hired by the holder of the operating permit in accordance with the monitoring frequency and

parameters stipulated in the permit.

(2) A monitoring report shall be prepared and certified by the licensed inspection business or licensed service provider. The report shall be submitted to the Department on a form provided by the Department on or before the compliance reporting date stipulated in the operating permit. The report shall contain a description of all maintenance and servicing activities performed since the last compliance monitoring report as described below:

- a. Owner name, mailing address, telephone number, and e-mail address.
- b. Operating Permit number
- c. Average daily flow since last compliance monitoring report
- d. Description of type of maintenance and date performed
- e. Description of samples taken (if required), analytical laboratory used, and results of analyses
- f. Problems noted with the system and actions proposed or taken to correct them
- g. Name, signature, license and license number of the licensed professional who performed the work

Sec. 40-276. - ABANDONMENT CERTIFICATION

(a) Purpose

The purpose of the System Abandonment Certification is to ensure that a treatment system no longer in service is abandoned within a reasonable time following decommissioning and in a manner that protects public health, safety and water quality. It also terminates all permits associated with the system.

(b) Abandonment Requirements

(1) Whenever the use of a SSTS or any system component is discontinued as the result of a system repair, modification, replacement or decommissioning following connection to a municipal or private sanitary sewer, or condemnation or demolition of a building served by the system, further use of the system or any system component for any purpose

under this Ordinance shall be prohibited.

- (2) Continued use of a treatment tank where the tank is to become an integral part of a replacement system or a sanitary sewer system requires the prior written approval of the Department.
- (3) An owner of a SSTS must retain a licensed installation business to abandon all components of the treatment system within sixty (60) calendar days of discontinued use. Abandonment shall be completed in accordance with Minnesota Rules, Chapter 7080.2500. No prior notification to the Department of an owner's intent to abandon a system is necessary.
- (4) A report of abandonment certified by the licensed installation business shall be submitted to the Department. The report shall include:
 - a. Owner's name, mailing address, telephone number, and e-mail address.
 - b. Property address
 - c. System construction permit and operating permit
 - d. The reason(s) for abandonment
 - e. A brief description of the abandonment methods used, description of the system components removed or abandoned in place, and disposition of any materials or residuals.

(c) Abandonment Certificate

Upon receipt of an abandonment report and its determination that the SSTS has been abandoned according to the requirements of this Ordinance, the Department shall issue an abandonment certificate. If the abandonment is not completed according the requirements of this Ordinance the City shall notify the owner of the SSTS of the deficiencies, which shall be corrected within thirty (30) calendar days of the notice.

Sec. 40-277. - MANAGEMENT PLANS

(a) PURPOSE

The purpose of management plans is to describe how a particular SSTS is intended to be operated and maintained to sustain the performance required. The plan is to

be provided by the certified designer to the system owner when the treatment system is commissioned.

(b) MANAGEMENT PLAN REQUIREMENTS

Management plans are required for all new or replacement SSTS. The management plan shall be submitted to the Department with the construction permit application for review and approval. The Department shall be notified of any system modifications made during construction and the management plan revised and resubmitted at the time of final construction certification

(c) Required Contents of a Management Plan

Management plans shall include:

- (1) Operating requirements describing tasks that the owner can perform and tasks that a licensed service provider or maintainer must perform;
- (2) Monitoring requirements;
- (3) Maintenance requirements including maintenance procedures and a schedule for routine maintenance;
- (4) Statement that the owner is required to notify the Department when the management plan requirements are not being met;
- (5) Disclosure of the location and condition of the additional soil treatment and dispersal area on the owner's property or a property serving the owner's residence;
- (6) A description of the system and each component;
- (7) A description of how the system functions;
- (8) A site plan of the system;
- (9) Equipment specifications;
- (10) Emergency operating procedures in the event of a malfunction;
- (11) A troubleshooting guide

(d) Requirements for Systems not Operated Under a Management Plan

SSTS that are not operated under a management plan or operating permit must have treatment tanks inspected and provide for the removal of solids if needed every three years. Solids must be removed when their accumulation meets the limit

described in Minnesota Rules, Chapter 7080.2450. System owners shall be required to submit a MPCA Septic Tank Maintenance Reporting Form to the Department every three (3) years.

Sec. 40-278. - 40-309 - RESERVED

Sec. 40-310. - COMPLIANCE INSPECTION PROGRAM

(a) Department Responsibility

It is the responsibility of the Department, or its agent, to perform various SSTS compliance inspections periodically to assure that the requirements of this Ordinance are met.

(1) SSTS compliance inspections must be performed:

- a. To ensure compliance with applicable requirements;
- b. To ensure system compliance before issuance of a permit for addition of a bedroom unless the permit application is made during the period of November 1 to April 30, provided a compliance inspection is performed before the following June 1 and the applicant submits a Certificate of Compliance by the following September 30;
- c. For all new SSTS construction or replacement;
- d. For an evaluation, investigation, inspection, recommendation, or other process used to prepare a disclosure statement if conducted by a party who is not the SSTS owner. Such an inspection constitutes a compliance inspection and shall be conducted in accordance with Minnesota Rules, Chapter 7082.0700 using the SSTS inspection report forms provided by MPCA.

(2) All compliance inspections must be performed and signed by licensed inspection businesses or qualified employees certified as inspectors.

(3) The Department shall be given access to enter a property at any reasonable time to inspect and/or monitor the SSTS system. As used in this paragraph, "property" does not include a residence or private building. The Department shall notify the owner of the Department's intent to inspect the SSTS least two (2) days in advance of the intended

inspection.

- (4) No person shall hinder or otherwise interfere with the Department's employees in the performance of their duties and responsibilities pursuant to this Ordinance. Refusal to allow reasonable access to the property by the Department shall be deemed a separate and distinct offense.

(b) New Construction or Replacement

- (1) Compliance inspections must be performed on new or replacement SSTS to determine compliance with Minnesota Rules, Chapters 7080 or 7081.
- (2) It is the responsibility of the SSTS owner or the owner's agent to notify the Department two (2) calendar days prior to any permitted work on the SSTS.
- (3) Installation inspections shall be made at each installation, prior to any work having been covered by backfill. Work that is backfilled prior to the required inspection may be ordered to be uncovered whenever necessary to determine compliance.
- (4) The licensed installer shall be responsible for notifying the department a minimum of twenty four (24) hours before the time the work is ready for inspection or reinspection.
- (5) When, upon inspection, any part of the system is determined not to be in compliance with this division, written notice shall be provided by the Department indicating the deficiency and the required corrections.
- (6) Noted deficiencies shall be properly corrected and reinspected before any other work on the project is continued.
- (7) SSTS found not to be in compliance with Minnesota Rules, Chapter 7080.1500, Subp. 4A or Chapter 7081.0080, Subp. 3 must be repaired or replaced within ten (10) months.
- (8) No system shall be placed or replaced in service until final inspection and approval of the installation.
- (9) The contractor, upon completion of the installation, shall file with the department as –built drawings indicating the location of system components dimensioned from a permanent reference point.

- (10) A minimum of three construction inspections are required for mounds in accordance with the following:
 - a. When the original soil under the mound has been roughened, but prior to placement of the sand fill. Enough of the proposed sand fill must be present to be viewed.
 - b. After placement of rock and piping but prior to cover.
 - c. Final inspection, when the job is completed.
- (11) SSTS that are determined to have operation or monitoring deficiencies must immediately be maintained, monitored or otherwise managed according to the operating permit.
- (12) A Certificate of Compliance for new SSTS construction or replacement shall be issued by the Department if the Department has reasonable assurance that the system was built in accordance with the applicable requirements as specified in the construction permit.
- (13) The Certificate of Compliance must include a certified statement by the certified inspector or qualified employee who conducted the inspection that the SSTS is or is not in compliance with the Ordinance requirements. If the SSTS is determined not to be in compliance with the applicable requirements, a Notice of Noncompliance must be issued to the owner which includes a statement specifying those Ordinance provisions with which the SSTS does not comply.
- (14) The Certificate of Compliance or Notice of Noncompliance must be submitted to the Department no later than fifteen (15) calendar days after the date the inspection was performed. The Department shall deliver the Certificate of Compliance or Notice of Noncompliance to the owner or the owner's agent within fifteen (15) calendar days of receipt from the certified inspector. No SSTS shall be placed into operation until a valid certificated of compliance has been issued.
- (15) Certificates of Compliance for new construction or replacement shall remain valid for five (5) years from the date of issue unless the Department finds evidence of noncompliance.

(c) Existing Systems

(1) Compliance inspections shall be required when any of the following conditions occur:

- a. When a construction permit is required to repair, modify, or upgrade an existing system;
- b. Any time there is an expansion of use of the building being served by an existing SSTS which may impact the performance of the system;
- c. Any time there is a change in use of the property being served by an existing SSTS which may impact the performance of the system;
- d. At any time as required by this Ordinance or the Department deems appropriate such as upon receipt of a complaint or other notice of a system malfunction.

(2) Compliance inspections of existing SSTS shall be reported on the inspection report forms provided by MPCA. The following conditions must be assessed or verified:

- a. Water-tightness assessment of all treatment tanks including a leakage report;
- b. Vertical separation distance between the bottom of the soil treatment and dispersal system and the periodically saturated soil or bedrock including a vertical separation verification report;
- c. Sewage backup, surface seepage, or surface discharge including a hydraulic function report.

(3) The Certificate of Compliance must include a certified statement by a Qualified Employee or licensed inspection business, indicating whether the SSTS is in compliance with the Ordinance requirements. If the SSTS is determined not to be in compliance with the applicable requirements, a Notice of Noncompliance must include a statement specifying those Ordinance provisions with which the SSTS does not comply. A construction permit application must be submitted to the Department if the required corrective action is not a minor repair.

- (4) The Certificate of Compliance or Notice of Noncompliance must be submitted to the Department no later than fifteen (15) calendar days after the date the inspection was performed. The Department shall deliver the Certificate of Compliance or Notice of Noncompliance to the owner or the owner's agent within fifteen (15) calendar days of receipt from the licensed inspection business.
- (5) Certificates of Compliance for existing SSTS shall remain valid for three (3) years from the date of issue unless the Department finds evidence of noncompliance.

(d) Periodically Saturated Soil Disagreements

Disputes involving documented discrepancies on the depth of the periodically saturated soil for SSTS design or compliance purposes shall be resolved according to Minnesota Rules, Chapter 7082.0700, subp. 5.

(e) Transfer of Properties

- (1) Whenever a conveyance of land including a structure that is required to have a SSTS occurs, the following requirements shall be met:
 - a. A compliance inspection shall have been performed and a Certificate of Compliance shall have been submitted to the Department within three (3) years for SSTS older than five years or within five (5) years if the system is less than five years old, prior to the intended sale or transfer of the property, unless evidence is found identifying the SSTS as an Imminent Threat to Public Health and Safety or Failing to Protect Groundwater.
 - b. The compliance inspection must have been performed by a qualified employee of the Department or a licensed inspection business following procedures described in Section 40-310.
 - c. The seller of the property must disclose in writing information about the status and location of all known SSTS on the property to the buyer on a form acceptable to the Department.
 - d. If the seller fails to provide a Certificate of Compliance, the seller shall provide the buyer sufficient security in the form of an escrow agreement to assure the installation of a compliant SSTS. The

security shall be placed in an escrow with a licensed real estate closer, licensed attorney-at-law, or Federal or State chartered financial institution. The amount escrowed shall be equal to one hundred fifty percent (150%) of a written estimate to install a compliant SSTS as provided by a licensed SSTS installer, or the amount escrowed shall be equal to one hundred ten percent (110%) of the written contract price for the installation of a compliant SSTS provided by a licensed SSTS installer. After a compliant SSTS has been installed and a Certificate of Compliance issued, the Department shall provide the escrow agent a copy of the Certificate of Compliance. The escrow may also be used to connect to a municipal sanitary sewer collection system permitted by the MPCA if the Department determines that an extension of the municipal sanitary sewer collection system to serve the property is feasible.

(2) A Certificate of Compliance is not required if the sale or transfer involves the following circumstances:

- a. The affected tract of land is without buildings or contains no dwellings or other buildings with plumbing fixtures.
- b. The transfer does not require the filing of a Certificate of Real Estate Value, as described in Minnesota Statutes, Section 272.115, Subdivision 1.
- c. The transfer is a foreclosure or tax forfeiture.
- d. The sale or transfer completes a contract for deed or purchase agreement entered into prior to the effective date of this Ordinance. This subsection applies only to the original vendor and vendee on such a contract.
- e. All dwellings or other buildings are served by a municipal sanitary sewer collection system permitted by the MPCA.

(3) All property conveyances subject to this ordinance occurring during the period between November 15th and April 15th, when SSTS compliance cannot be determined due to frozen soil conditions, shall require a winter

agreement, which includes an application for a SSTS permit and an agreement to complete a compliance inspection by the following June 1st by a licensed inspection business. If upon inspection the SSTS is found to be in compliance, the permit fee will be refunded. If upon inspection the system is found to be non-compliant, an escrow agreement must be established in accordance with paragraph (1) d. above, and a compliant SSTS installed within the timeframe outlined in the Notice of Noncompliance.

- (4) The responsibility for completing the compliance inspection under paragraph (1) a. above, or for upgrading a system found to be non-compliant shall be determined by the buyer and seller. Buyer and seller shall provide the Department with a signed statement indicating responsibility for completion of the compliance inspection and for upgrading a system found to be non-compliant.
- (5) The issuance of permits, Certificates of Compliance, or Notices of Noncompliance shall not be construed to represent a guarantee or warranty of the system's operation or effectiveness. Such permits or certificates only represent that the system has been designed and installed in compliance or non-compliance with the provisions of these standards and regulations.

Sec. 40-311. - 40-341 - RESERVED

Sec. 40-342. - VIOLATIONS

(a) Cause to Issue a Notice of Violation

Any person, firm, agent, or corporation who violates any of the provisions of this Ordinance, or who fails, neglects, or refuses to comply with the provisions of this Ordinance, including violations of conditions and safeguards, or who knowingly makes any material false statement or knowing omission in any document required to be submitted under the provisions hereof, shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable as defined by Minnesota State Statutes. Each day that a violation exists shall constitute a separate offense.

(b) Notice of Violation

The Department shall serve, in person or by mail, a notice of violation to any person

determined to be violating provisions of this Ordinance. The notice of violation shall contain:

- (1) A statement documenting the findings of fact determined through observations, inspections, or investigations;
- (2) A list of specific violation(s) of this Ordinance
- (3) Specific requirements for correction or removal of the specified violation(s);
- (4) A mandatory time schedule for correction, removal and compliance with this Ordinance.

(c) Cease and Desist Orders

Cease and desist orders may be issued when the Department has probable cause that an activity regulated by this or any other City Ordinance is being or has been conducted without a permit or in violation of a permit. When work has been stopped by a cease and desist order, the work shall not resume until the reason for the work stoppage has been completely satisfied, any administrative fees paid, and the cease and desist order lifted.

Sec. 40-343. - PROSECUTION

In the event of a violation or threatened violation of this Ordinance, the City may, in addition to other remedies, initiate appropriate civil action or proceedings to prevent, prosecute, restrain, correct or abate such violations or threatened violations and the City Attorney shall have authority to commence such civil action. The Department and City Attorney may take such actions as may be necessary to enforce the provisions of this Ordinance.

Sec. 40-344. - STATE NOTIFICATION OF VIOLATION

In accordance with state law, the Department shall notify the MPCA of any inspection, installation, design, construction, alteration or repair of a SSTS by a licensed/certified person or any septage removal by a licensed pumper that is performed in violation of the provisions of this Ordinance. If there is known contamination of groundwater, the City also may notify the MDH for a possible well advisory.

Sec. 40-345. - COSTS AND REIMBURSEMENTS

If the Department is required to remove or abate an imminent threat to public health or safety, the Department may recover all costs incurred in removal or abatement in a civil action,

including legal fees; at the discretion of the City Council, the cost of an enforcement action under this Ordinance may be assessed against the real property on which the public health nuisance was located.

Sec. 40-346. - RECORD KEEPING

The City shall maintain a current record of all permitted systems. The record shall contain all permit applications, issued permits, fees assessed, variance requests, certificates of compliance, notices of noncompliance, enforcement proceedings, site evaluation reports, design reports, record drawings, management plans, maintenance reports, an annual list of all sewage tanks installed in the City sorted by licensed installation businesses, and other records relevant to each system.

Sec. 40-347. - ANNUAL REPORT

The Department shall provide an annual report of SSTS permitting activities to MPCA no later than February 1 for the previous calendar year.

Sec. 40-348. - FEES

From time to time, the City Council shall establish fees for activities undertaken by the Department pursuant to this Ordinance. Fees shall be due and payable at a time and in a manner to be determined by the Department.

Sec. 40-349. - INTERPRETATION

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the City and shall not be deemed a limitation or repeal of any other powers granted by Minnesota Statutes.

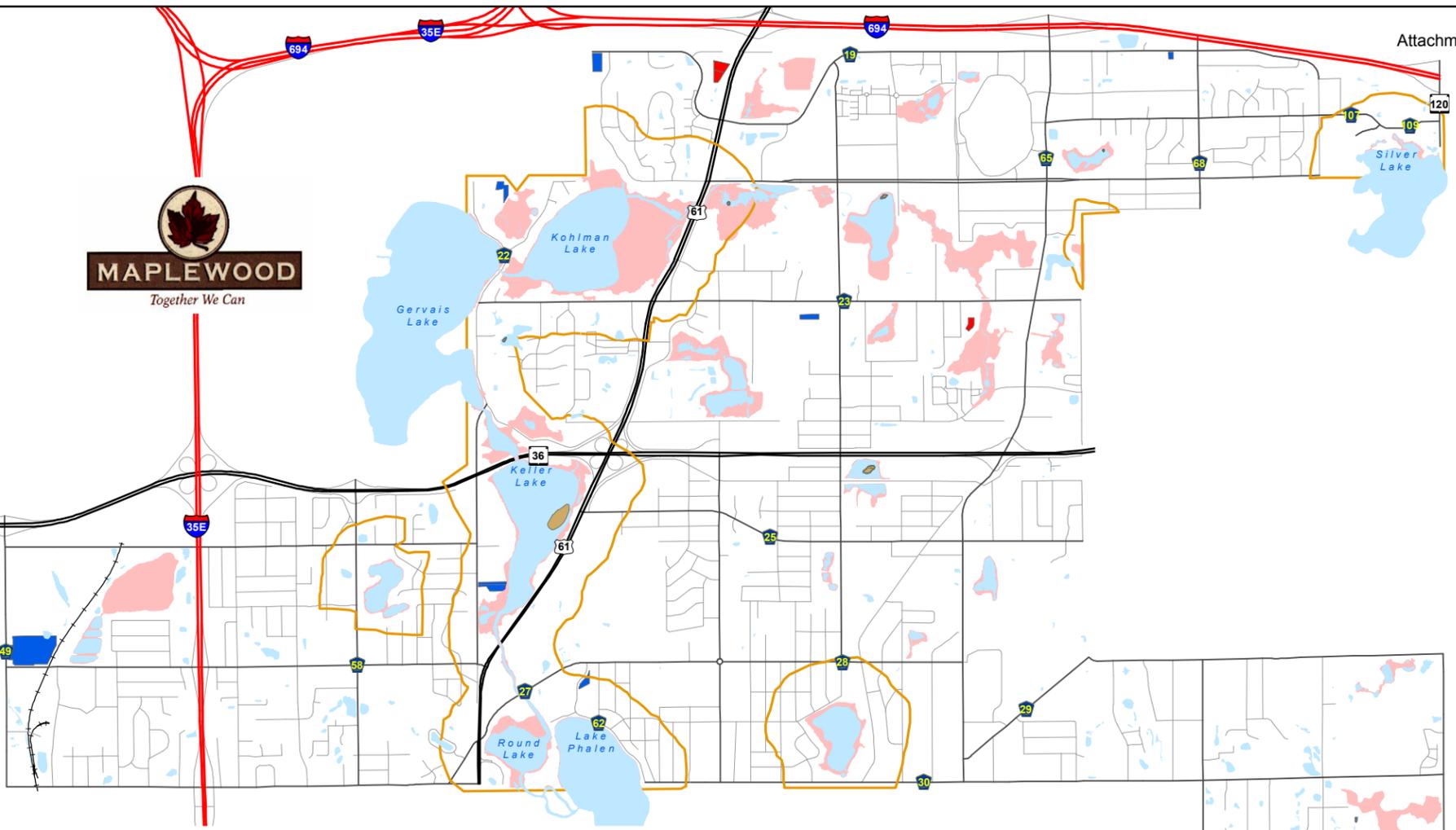
Sec. 40-350. - SEVERABILITY

If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this Ordinance shall not be affected and shall remain in full force.

Sec. 40-351. - ABROGATION AND GREATER RESTRICTIONS

It is not intended by this Ordinance to repeal, abrogate, or impair any other existing City Ordinance, easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provisions of this Ordinance shall prevail. All other Ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

40-370 - RESERVED

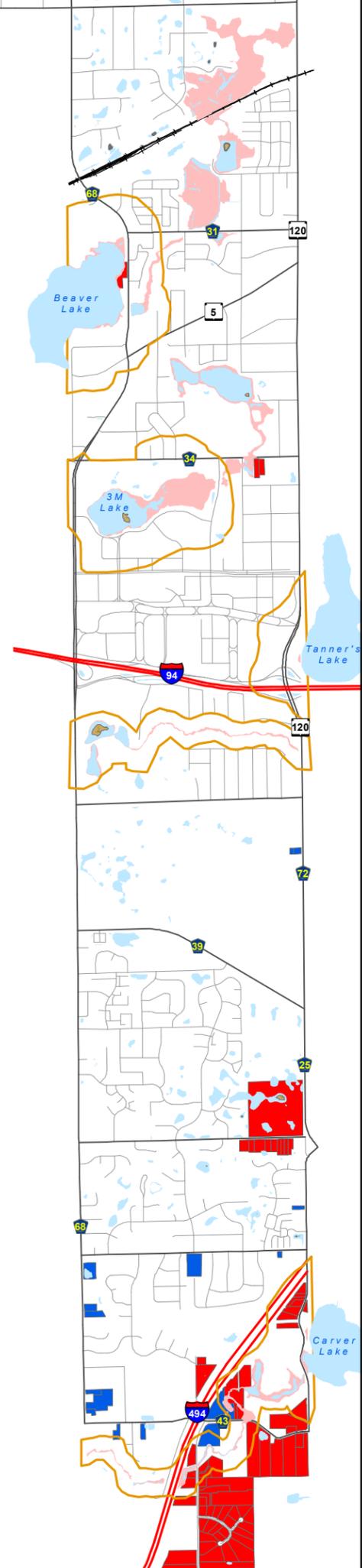


Subsurface Sewage Treatment Systems

103 SSTS in Maplewood

78 systems lack sewer access

25 systems have sewer access but hook up was waived due to financial hardship or excessive distance to sewer line



Legend

-  Lake
-  Island
-  Shoreland Designation
-  Flood Hazard Area

Septic System

Available Sanitary Sewer

-  No
-  Yes

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MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Shann Finwall, AICP, Environmental Planner

DATE: September 3, 2013 for the September 9 City Council Meeting

SUBJECT: Approval of the Maplewood Residential Recycling Contract

Introduction

Maplewood's Residential Recycling Contract ends December 31, 2013. Under the current contract, Tennis charges the City \$1.75 per unit per month for recycling collection. Staff negotiated three contract extension scenarios including the use of the City's existing recycling bins, contractor-supplied recycling carts, and City-supplied recycling carts:

1. **Use of Existing Recycling Bins** - Tennis proposed no increase to recycling rates for two years with the continued use of City-supplied recycling bins. The rate would remain at \$1.75 per household per month for the first two years of a contract extension (2014 and 2015) and \$2.00 per household per month for two additional extensions (2016 and 2017).
2. **Contractor-Supplied Recycling Carts** - Tennis proposed to supply recycling carts for Maplewood residential properties with at least a four-year contract. Cost of the contract would be \$2.50 per household per month for the first two years of the contract (2014 and 2015) and \$2.75 per household per month for two additional years (2016 and 2017).
3. **City-Supplied Recycling Carts** - If the City purchases recycling carts, Tennis proposes no increase to recycling rates, remaining at \$1.75 per household per month for a two-year extension (2014 and 2015) with the possibility of two additional one-year extensions. Purchase of carts is estimated to cost \$553,000 (including taxes and distribution). To cover the cost of the carts the City would need to charge a fee to residents estimated at \$.75 per household per month. Additionally, the City will capture 70 percent of the revenue earned for any increases in tonnage of materials collected with the use of recycling carts over tonnage collected that month in 2012 with the use of recycling bins.

Background

Recycling Containers

During the July 22 City Council workshop staff updated the Council on the above-mentioned contract scenarios. The Council expressed support for the conversion of the City's recycling program from recycling bins to recycling carts. However, there was not a consensus on which cart option to proceed with, contractor-supplied or City-supplied carts. For this reason staff is proposing a modified contract scenario for approval as follows:

Use of existing recycling bins with language that would allow the City to convert to recycling carts (either contractor-supplied or City-supplied) for the collection of recyclables any time during the term of the contract. This would combine all three scenarios mentioned above to include a two-year contract with the use of existing recycling bins and no increase in recycling rates unless the City converts to recycling carts. In this case the contract term and rates would reflect scenarios 2 (contractor-supplied carts) or 3 (City-supplied carts). This scenario will ensure the City's recycling contract continues for two more years, with the option to review carts again in the future.

Other Contract Changes

Attachment 1 is a clean copy of the revised contract with the above-mentioned language and additional changes. To view the additional changes in detail, refer to Attachment 2 which is a comparison of the 2010 to 2013 recycling contract. All changes are shown in blue. A summary of the changes include:

- Language which allows churches and small businesses to opt into the City's recycling program at a cost of \$1.75 for the first two 95 gallon carts and \$1.75 per cart per month thereafter.
- Removal of the maximum truck weight of 40,000 pounds to allow Tennis to switch to automated collection trucks.
- Change in recycling collection start time from 7 a.m. to 6 a.m. to match City Code and the City's trash hauling contract.
- A requirement that the Contractor conduct a yearly household participation analysis. The Contractor will then target nonparticipating households with educational material approved by the City.

Budget Impact

None

Recommendation

Approve the attached Maplewood Residential Recycling Contract (Attachment 1). The Contract extends recycling services by Tennis Sanitation, LLC, for two more years (2014 and 2015) beginning January 1, 2014. Recyclables will continue to be collected curbside in the City's existing recycling bins, with language which will allow the City to convert to recycling carts (either contractor-supplied or City-supplied) at any time during the term of the Contract.

Attachment

1. Maplewood Residential Recycling Contract (2013)
2. Comparison of the 2010 to 2013 Maplewood Residential Recycling Contracts

**CONTRACT AGREEMENT BETWEEN THE
CITY OF MAPLEWOOD
AND
TENNIS SANITATION, LLC
FOR RECYCLING SERVICES**

September 9, 2013

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This Agreement is made this _____ day of _____ 2013, between the City of Maplewood, 1830 East County Road B, Maplewood, Minnesota 55109 (the "City") and Tennis Sanitation, LLC, with its current local place of business at 720 4th Street, St. Paul Park, Minnesota 55071 (the "Contractor").

WITNESSETH:

WHEREAS, the City supports a comprehensive residential recycling program and desires that high-quality recycling services be available to all its residents; and

WHEREAS, the City supports curbside recycling as part of an overall landfill abatement program; and

WHEREAS, the City supports multi-family recycling services as another part of an overall landfill abatement program; and

WHEREAS, Ramsey County has funding available for such residential recycling services; and

WHEREAS, the Contractor and the City have negotiated an extension of the Contractor's Contract;

NOW, THEREFORE, the City and Contractor mutually agree as follows, in consideration of the mutual promises and covenants contained herein:

1. Definitions

1.1 "Aerosol cans"

Aerosol cans include but are not limited to spray paint, hairspray, deodorant, etc.

1.2 "Aluminum cans"

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages. Also includes aluminum foil and trays.

1.3 "Church"

A commercial building for public worship which is capable of having its recyclables collected in curbside recycling carts rather than dumpsters.

1.4 "Contractor's annual recycling public education flyer"

The City requires the Contractor to publish and distribute an annual public education flyer that contains the following recycling information for City residents:

- Annual calendar and map of curbside recycling districts for "single family dwellings"
- List of materials to be included for recycling
- List of non-targeted materials that cannot be recycled in the City's recycling program
- General information about curbside recycling and multi-family recycling instructions
- How to prepare materials

1.5 "City's designated contact person"

The City has designated the Community Development Director or his or her designee as the contact person for management and administration of this Agreement.

1.6 "City-designated recyclables" or "Recyclable materials" or "Recyclables"

The following list of materials are accepted as part of the Contract Agreement: aluminum cans; steel cans; glass jars and bottles; paper recyclables; phone books; plastic bottles; plastic tubs (yogurt, margarine, sour cream; plastic toys; plastic containers for shrubs, trees and flowers; egg cartons; motor oil bottles (drained); aerosol cans; household scrap metal; textiles; boxboard; corrugated cardboard; and milk cartons and juice boxes. This list of recyclable materials can be amended through negotiation between the City and its Contractor at any time within the duration of the contract term. Such negotiations must be reduced to a written amendment to this Agreement and duly executed before it shall go into effect.

1.7 "Collection"

The aggregation and transportation of recyclable materials from the place at which it is generated and includes all activities up to the time when it is delivered to a recycling facility.

1.8 "Contractor"

The City's recycling service Contractor under the new contract beginning operation on January 1, 2014.

1.9 "Corrugated cardboard"

Cardboard material with double wall construction and corrugated separation between walls but not plastic, wax or other coated cardboard.

1.10 "Curbside recycling bins"

Containers supplied by the City in which recyclables can be stored for later placement for curbside collection, as specified by the City. The recycling containers remain the property of the City and are the only receptacles approved for use under this contract except that curbside recycling carts may be used during the contract at the sole determination of the City.

1.11 "Curbside recycling cart"

Containers equipped with wheels and a lid in the following standardized sizes (approximate/nominal capacities):

30-gallon

60-gallon

90-gallon

Recycling cart capacities by cart size will depend on the cart manufacturer selected by the City or Contractor through a separate procurement process.

1.12 "Curbside recycling service"

The recycling collection service, together with related public education and other customer services, specified within this contract utilizing curbside recycling bins or carts. Multi-family

dwellings may receive curbside recycling service as determined by the City and the Contractor.

1.13 "Glass jars and bottles"

Unbroken glass jars, bottles, and containers (lids/caps and pumps removed) that are primarily used for packing and bottling of food and beverages.

1.14 "Household Scrap Metal"

Household scrap metal includes, but is not limited to, silverware, pots, pans and wire hangers.

1.15 "Holidays"

Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed upon by the City and the Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled Collection day falls on a holiday, Collection for that day will be collected one day later. The Contractor shall publish the yearly calendar including alternate Collection days, with assistance from the City.

1.16 "Holiday weeks"

A week where a holiday falls on a Monday through Friday and requires the Contractor to collect recyclables on a Saturday, of which Saturday will be agreed upon by the City.

1.17 "Market demand"

The economic and technical capacity of markets to use recyclable material to make new products.

1.18 "Markets"

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to, end-markets, intermediate processors, brokers and other recycling material businesses.

1.19 "Milk cartons and juice boxes"

Gable top and Tetra Pak cartons for milk, soy, broth and juice boxes.

1.20 "Multiple family dwellings (MFD)"

A building or a portion thereof containing five (5) or more dwelling units.

1.21 "MFD recycling containers"

Recycling containers used for multiple family dwellings (MFD) including any bin, cart, dumpster or other receptacle for temporary storage and collection of designated recyclables from residents in MFD's prior to Collection. Such recycling containers must be separate, explicitly labeled on the lid and the front of the containers as to recyclables included, and colored differently from other containers for mixed solid waste or trash.

1.22 "Multiple family recycling service"

Recycling Collection service, together with related public education and other customer services, provided to multiple family residents that utilize multiple family recycling containers (i.e., carts) and use multiple family recycling stations.

1.23 "Multiple family recycling stations"

The location of multiple family recycling containers designated by the recycling Contractor with agreement of the MFD building owner. Multiple family recycling stations will likely be a cluster of recycling carts and/or recycling dumpsters.

1.24 "Non targeted materials"

Materials that are not included in the City's recycling program. Examples of typical non-targeted items include, but are not limited to, pumps on plastic bottles, ceramic material in glass streams, window glass and mirrors, paper cups and plates.

1.25 "Paper"

Paper includes the following: newspapers (including inserts); household office paper and mail; cereal, cake mix, chips and cracker boxboard; egg cartons; old corrugated cardboard; phone books; Kraft bags; pop/beer boxes; pizza boxes, frozen food boxes, tissue boxes, and magazines/catalogs.

1.26 "Participation rate"

Percentage of residents participating in curbside or multi-family recycling. Participation is defined as a resident who places recyclables at the curb or utilizes their multi-family recycling containers at least once per month.

1.27 "Plastics"

All plastics with plastic resin codes #1 (PET & PETE); #2 (HDPE); #3 (PVC); #4 (LDPE); #5 (PP); #6 (PS - except Styrofoam), and #7 (other). These will include, but not be limited to, plastic beverage bottles; liquor; juice; milk; soft drinks; certain foods; soap and cosmetics; plastic tubs (yogurt, sour cream, margarine); tree, flower and shrub containers; plastic toys; motor oil bottles (drained), and retail plastic bags.

1.28 "Process residuals"

The normal amount of material that cannot be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc., and must be disposed as mixed municipal solid waste. Process residuals include subcategories of process residuals including, but not limited to, bulky items, contaminants, sorted tailings, floor sweepings and rejects from specific processing equipment (e.g. materials cleaned from screens, etc). "Process residuals" does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities but are of relatively low-value because of depressed market demand conditions. The maximum percent of process residuals shall not exceed six percent (6%).

1.29 "Processing"

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes.

1.30 "Processing center"

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

1.31 "Revenue share"

Any increases in tonnage of recyclables with the use of recycling carts over the tonnage of that month in the previous year of the Contract Re-Opener with the use of recycling bins will result in a seventy (70%) revenue share for the blended value of all commodities collected using the following procedure: Total tonnage for the month shall be apportioned to the individual commodities by use of the most recent composition study conducted by the Contractor and monitored and approved by the City. The value of the commodity for a particular month shall be determined by the price quoted in Recyclingmarkets.net on the fifth business day of that month.

1.32 "Small business"

A commercial building capable of having its recyclables collected in carts rather than a dumpster.

1.33 "Steel cans"

Disposable containers fabricated primarily of steel or tin, used for food and beverages.

1.34 "Textiles"

Textiles include unwanted but reusable linens such as towels, sheets, blankets, curtains, tablecloths and clothes (including belts, coats, hats, gloves, shoes and boots that are clean and free of mold, mildew and excessive stains). Textiles must be dry.

1.35 "Work Plan from Contractor"

The annual work plan proposal for recycling system improvements submitted from the Contractor and approved by the City.

2. Term of Contract

The term of this recycling contract will be a period of two (2) years from January 1, 2014 through December 31, 2015. The City may consider up to two (2), one (1) year extensions for years 2016 and 2017, at the City's sole discretion.

3. Annual Work Plan

The Contractor shall submit an annual work plan proposal no later than October 1 for the upcoming calendar year to outline key priorities for system improvements. Public education tools shall be itemized and approximate timelines described. Other service improvements may also be included in the work plan. The City shall review and approve the work plan by no later than November 1 each year. The annual work plan shall be incorporated by reference as an amendment to this contract.

4. Annual Performance Review

Upon receipt of the Contractor's annual report, the City shall schedule an annual meeting with the Contractor and the City's Environmental and Natural Resources (ENR) Commission.

Once concluded, the report from the ENR Commission shall be presented to the City Council, and a meeting will be held between the Council and Contractor to review the performance of the contract. The objectives of this annual meeting will include, but not be limited to:

- Review Contractor's annual report, including trends in recovery rate and participation rate.
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to the ENR Commission, City Council, and City staff.
- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities as contained within the annual work plan for the upcoming year.
- Review City staff recommendations for Contractor's service improvements.
- Discuss other opportunities for improvement with the remaining years under the current contract.

5. Single Stream Recyclables Collection/Processing System

5.1 Single Stream Recyclables

Single stream recyclables collection and processing system shall be the basic service system design for this contract. Under this single stream design, residents will be instructed to combine all City designated recyclables, except clean, reusable textiles, in the curbside recycling bin or carts. Residents may place clean, reusable textiles separate from other recyclables in water-proof bags labeled "Clothes and Linens".

5.2 Change of Recyclables Collection System

During this contract period, the City may elect to change the recyclables collection system to use curbside recycling carts. These carts may be purchased by the City, or by the Contractor, and the carts may be distributed by the City or its proxy or by the Contractor, as determined in Section 6.

5.3 Changes to Processing System

The Contractor shall not make any changes to the single stream collection or processing system without written direction of the City.

6. Payment Terms

The Contractor will invoice the City of Maplewood on a monthly basis and the City will pay the contractor no later than net thirty (30) days of receipt of the invoice. The billing system will include the following elements:

6.1 Per Unit Fee

A charge for collection services calculated by multiplying the number of single family units, multiple family units, and churches and small businesses times the per unit fee of one dollar and seventy-five cents (\$1.75) per unit per month.

6.2 Households

The City has determined that there are eleven thousand three hundred forty-five (11,345) single family units and four thousand one hundred seventy (4,170) multiple family units in the City of Maplewood. The City will pay the Contractor for all single family units in the City, but will only pay one dollar and seventy-five cents (\$1.75) per unit per month for those multiple family units that the Contractor actually services. January 1 of each year the Contractor and the City will review household counts to determine changes in household numbers. The review will include a study of the City's trash collection and recycling routes, water utility billing, Community Development Department housing counts, Census housing data, Metropolitan Council housing data and Contractor route inspections to come up with the most accurate housing counts. The housing count numbers will be modified yearly by February 1 of each year based on this review.

6.3 Churches and Small Businesses

Churches and small businesses which are capable of having recyclables collected in curbside recycling carts are able to use the City's recycling Contractor to provide recycling services. The City will pay the Contractor for all churches and businesses that opt into the recycling program at a rate of one dollar and seventy-five cents (\$1.75) per one (1) or two (2) ninety-five (95) gallon recycling carts used by the church or small business, and one dollar and seventy-five cents (\$1.75) for each subsequent cart beyond one (1) or two (2). The City will work with the Contractor in determining which churches and small businesses are cable of opting into the City's recycling program, with final approval by the City. The Contractor will break out the pricing for churches and small businesses separately in its invoice to the City and will report on the number of churches and small businesses in the Monthly and Yearly reports.

The recycling containers for churches and small businesses shall be:

1. Sufficient in number and size to meet the demands for recycling services created by the occupants.
2. Equipped with hinged lids.
3. Equipped with standardized labels approved by the City, attached to the lid and the front of the carts, and which identify the type of recyclable material to be deposited in each container. Recycling containers shall be colored differently from other containers for mixed solid waste or trash.
4. Maintained in proper operating condition and reasonably clean and sanitary.
5. Repaired or replaced on a reasonable schedule if broken due to regular wear and tear.
6. Provided at no cost to the City or residents.
7. Approved by City staff for use prior to entering service.

6.4 Conversion to Curbside Recycling Carts

If the City, in its sole discretion, determines that it wishes recycling services to its residents, churches, and small businesses to be provided by use of curbside recycling carts, it shall so notify the Contractor. The City shall also determine which cart option and delivery system ("1" or "2" below) it will implement, and will notify the Contractor of its decision.

1. Contractor-Supplied Recycling Carts: If the Contractor supplies the curbside recycling carts to Maplewood residential properties and churches and small businesses, the Contract term will be extended for an additional four (4) years and the cost of the Contract shall be two dollars and fifty cents (\$2.50) per household or church or small business per month for the first two (2) years of the Contract and two dollars and seventy five cents (\$2.75) per household or church or small business per month for two (2) additional years.
2. City-Supplied Recycling Carts: If the City purchases the curbside recycling carts for Maplewood residential properties and churches and small business, the cost of the Contract shall remain at one dollar and seventy five cents (\$1.75) per household or church or small business per month for the remainder of the contract, with the possibility of two (2) additional one (1) year extensions. Additionally, the City will capture seventy percent (70%) of the revenue earned for any increases in tonnage of materials collected with the use of curbside recycling carts over tonnage collected in 2012 with the use of recycling bins.

6.5 Revenue share

The City and the Contractor intend to implement more effective recycling education programs and the City will, during the Contract period, determine if the use of curbside recycling carts for single stream recycling is in the best interests of the City for Contract years 2014 and 2015. If the City elects to begin collection of recyclables in curbside recycling carts, any increase in tonnage of all commodities collected with the use of carts over the tonnage of that month in 2012 with the use of curbside recycling bins shall result in a share of recycling revenue to be returned to the City as follows:

- Each month seventy percent (70%) of the blended value of all commodities, net processing, shall be returned to the City using the following procedure:
 - ✓ The current year's monthly tons minus the previous year that the Contractor Re-Opener was negotiated monthly tons for that same month. Any increase in tons based on this calculation will trigger the revenue share procedure as follows:
 - Total tonnage for the month shall be apportioned to the individual commodities by use of the most recent composition study conducted by the Contractor and monitored and approved by the City.
 - The value of the commodity for a particular month shall be determined by the price quoted in Recyclingmarkets.net on the fifth (5th) business day of that month.
 - Values for each commodity will be divided by the apportioned percent of each commodity from the composition study.
 - Addition of the apportioned commodity values will equal the blended value per ton of all commodities.
 - Minus the processing fee of eighty dollars (\$80.00) per ton equals the total revenue increase over the previous year that the Contract Re-Opener was negotiated.
 - Seventy percent (70%) of the total revenue share goes to the City for its revenue share.
 - Revenue share is credited on the City's invoice for the next month.

Example:

January 2013 Recycling Tons	4,000	
January 2012 Recycling Tons	3,920	
Current Net Tons	80	
Blended Value per Ton		\$104.06
(Based on January Recyclingmarkets.net)		
Minus Processing Fee		- \$80.00
Equals Increase in Revenue		\$24.06
Multiplied by 70%		x .70
Equals City's Share of Revenue Increase		\$16.84
Multiplied by Current Net Tons		80.00
Equals the City's January Revenue Share		\$952.26

- The City shall not be penalized for decreases in tonnage. If there is a decrease in tonnage, there is no revenue share due to the City.

6.6 Other

Any other mutually agreed upon charges or credits for any other future efforts outside of the scope of this contract (e.g., organics and food waste collection, etc.).

7. Cart Purchasing Plan

If the City elects to begin collection of recyclables with curbside recycling carts and elects to purchase the curbside recycling carts, the City shall develop a cart purchasing plan and schedule in coordination with the Contractor. The Contractor shall review and comment on this cart purchasing plan.

8. Cart Distribution and Management Plan

If the City elects to begin collection of recyclables with curbside recycling carts and elects to purchase the curbside recycling carts, the Contractor shall develop a cart distribution and management plan in coordination with the City within two (2) weeks of adopting the cart purchasing plan. The City may elect to include its cart manufacturer as part of the team to plan for cart distribution and management. The Contractor may elect to include any cart management subcontractor as part of the cart distribution and management team.

9. RFP and Contractor's Proposal

The contents of the City's original Request for Proposal (RFP) for Recycling Services (dated June 1, 2010) and the Contractor's original proposal (dated June 30, 2010) are part of the contractual obligations and are incorporated by reference into this contract. If any provision of the contract is in conflict with the referenced RFP or proposal, the contract shall take precedent.

GENERAL REQUIREMENTS FOR ALL COLLECTIONS

The following general requirements are pertinent to all recycling collections (i.e., both curbside recycling collection and multiple family recycling collection services). However, the City acknowledges that collection service frequencies and other factors will vary between residential, multiple family and church and small business collection programs.

10. Missed Collections

The Contractor shall have a duty to pick up missed recycling collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed collection before 4:00 p.m. on the following business day.

11. Severe Weather

The Contractor may postpone recycling collections due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but not be limited to, those cases in which snow, sleet, ice or cold temperatures might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. If collections are postponed, the Contractor shall notify the City. Upon postponement, collection will be made on a day agreed upon between the Contractor and the City.

12. Collection Hours and Days

The City requires all such collections to begin no sooner than six (6) a.m. and shall be complete by seven (7) p.m. Furthermore, the City requires scheduled collection days to be Monday through Friday, and agreed upon Saturdays during holiday weeks. The Contractor may request City approval of exceptions to these time and day requirements (e.g., pursuant to the "Severe Weather" section - Section 11 above). The Contractor must request such exception from the City's Designated Contact Person via telephone or email prior to the requested collection event, and specify the date, time and reason for the exception.

13. Customer Complaints

The Contractor shall provide staffing of a telephone equipped office to receive missed collection complaints and other complaints between the hours of seven (7) a.m. until five (5) p.m. on all days of collection as specified in this Agreement. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The address and telephone numbers of such office shall be given to the city in writing, with ten (10) days prior notice of changes therein. The address of this office as of the execution of the contract is 720 4th Street, St. Paul Park, Minnesota 55071 and the telephone number is 651-459-1887. The Contractor shall also allow complaints to be made electronically.

Each month the Contractor shall provide the City with a list of all customer complaints, the nature of these complaints and a description of how each complaint was resolved. The names of the complainants and contact numbers or e-mail addresses must also be included.

Complaints on service will be taken and collected by the City and the Contractor. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions. The Contractor shall answer all complaints courteously and promptly.

14. City Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and set out requirements. The Contractor shall publish and distribute, on an annual basis, the detailed recyclable preparation instructions for its residents as part of its annual public education flyer.

15. City Shall Approve Contractor's Public Education Literature

The Contractor shall conduct its own promotions and public education to increase participation and improve compliance with City-specified recycling preparation instructions as per the public education elements of the annual work plan. At a minimum, this shall include: production and distribution of an annual flyer to each home; and distribution of "resident education tags" to be left by curbside collection crews if any non-targeted material is rejected and left at the curb. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and release of any such literature.

16. Weighing of Loads

Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, net weight and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

17. Monthly and Annual Reports

The Contractor will submit to the City monthly and annual reports. At a minimum, the Contractor shall include the following information in these reports:

- Total quantities of recyclable materials collected, by material type (in tons) for single family, multi-family, city facilities, parks, churches and small businesses.
- Net quantities of recyclable materials marketed, by material type (in tons).
- Quantities stored, by type of material, with any notes as to unusual conditions (in tons).
- Quantity of process residual disposed of (in tons).
- For single and multiple family homes, recycling service fee of one dollar and seventy five cents (\$1.75) per unit per month or as outlined in Section 6.
- For churches or small business, recycling service fee of one dollar and seventy five cents (\$1.75) for up to two ninety five (95) gallon recycling carts, and one dollar and seventy five cents (\$1.75) per cart thereafter or as outlined in Section 6.
- Log of all resident and church or small business addresses where education tags were left because of non-targeted materials set out for recycling.
- Log of all complaints, including the nature of the complaints, to include the following: names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of the response.
- List of single family addresses that do not set out recycling bins at least once a month.
- Recycling cart data including cart inventory, replacement, repair, warranty issues, etc.

Monthly reports shall be due to the City by the fifteenth (15th) day of each month. Annual reports shall be due by January 31 of each year. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling program (e.g., public education, multiple family recycling, etc.).

18. Ownership of Recyclables

Ownership of the recyclables shall remain with the person placing them for collection until Contractor's personnel physically touches them for collection, at which time the ownership of the recyclables shall transfer to the Contractor.

19. Scavenging Prohibited

All recyclable materials placed for collection shall be owned by and are the responsibility of the occupants of residential or church or small business properties until the Contractor handles them. Upon collection of the designated recyclable materials by the Contractor, the recyclable materials become the property and responsibility of the Contractor.

It is unlawful for any person other than the City's recycling Contractor or owner's independent hauler to collect, remove or dispose of designated recyclables after the materials have been placed or deposited for collection in the recycling containers. The owner, owner's employees, owner's independent hauler's employees or City's recycling Contractor's employees may not collect or "scavenge" through recycling in any manner that interferes with the contracted recycling services.

20. Cleanup of Spillage or Blowing Litter

The Contractor shall clean up any material spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. Designated recyclables shall be transported in a covered vehicle so that the recyclables do not drop or blow onto any public street or private property during transport.

21. Recyclable Materials Transported to Markets

Upon collection by the City's recycling Contractor, the Contractor shall deliver the designated recyclables to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility. The Contractor shall not landfill, incinerate, compost or make fuel pellets out of the recyclable materials.

22. Designated Primary Glass Market

The City and Contractor hereby agree that eCullet (St. Paul, MN) and Strategic Materials (St. Paul, MN) will process and sort glass bottles and jars and shall remain the primary market of choice for glass bottles and jars collected from the City's recycling program. The Contractor shall develop a proposed glass marketing contingency plan in writing for review, comment and approval by the City. This contingency plan shall be based on recycling glass into markets with the highest and best use of this commodity. The Contractor shall provide an annual assessment of eCullet's Strategic Material's performance and glass market as part of its annual report to the City.

The Contractor shall provide as much notice as possible if the eCullet or Strategic Materials plant closes, stops accepting recyclable glass cullet or otherwise becomes economically unfeasible as the primary glass market outlet. If eCullet or Strategic Materials are no longer a viable primary market for glass, and if the Contractor must adjust its glass processing and/or marketing operations, the Contractor must submit a proposed plan amendment to the City so that glass continues to be recycled as glass with the highest and best use of this commodity

rather than being used for road aggregate, sandblast media, fiberglass or other alternative uses.

23. Processing Facilities

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for City material collected. The Contractor shall provide written notice to the City at least sixty (60) days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

24. Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclables during October of each year to estimate the relative amount by weight of each recyclable commodity by grade. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; (3) percent by weight of the Process Residuals collected from the City; and (4) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The City shall be notified of the composition analysis and be offered the opportunity to view the sorting and weighing of materials. The Contractor shall provide the City with a copy of the analysis for each year of the contract.

25. Estimating Process Residuals

In October of every year the Contractor shall estimate the City's process residuals. The Contractor shall provide the City a written description of the means to estimate process residuals derived from the City's recyclables. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor. The City may audit the records of the Contractor to verify that the agreed upon process is being followed (see Section 64, Inspection of Records).

The quantities of Process Residuals must not exceed the agreed upon residual rate of six percent (6%). This percentage must be reported to the City in the annual composition analysis as described in Section 24. In addition, the Contractor must report to the City, on an annual basis, the disposal location of Process Residuals.

26. Lack of Adequate Market Demand

In the event that the market for a particular recyclable ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue the Collection, processing and marketing of that particular recyclable, the City and the Contractor will both agree in writing that it is no longer appropriate to collect such item before collection ceases. The Contractor shall give the City as much notice as possible about the indications of such market condition changes.

The City and Contractor shall agree on a date in a written Contract amendment to cease Collection of the recyclable item in question. The Contractor shall at all times be under a duty to minimize the quantity of recyclable materials disposed in a landfill, incinerator or other facility receiving mixed municipal solid waste. If disposal of any recyclable commodity becomes necessary, upon receiving written permission from the City, the Contractor shall dispose of the recyclable materials at a facility specified in writing by the City or an alternative

agreed upon by the City and the Contractor. The City and the Contractor will negotiate a cost for disposal as a substitute for a Processing fee for that material.

27. Vehicle Requirements

Vehicles shall be clearly signed on both sides as a recycling Collection vehicle. In addition, all Collection vehicles used in performance of the Contract shall:

- Be marked with the name and telephone number of the Contractor prominently displayed on both sides of the truck. The lettering must be at least three (3) inches in height.
- Operate within the weight allowed by Minnesota Statutes and local ordinances;
- Be duly licensed and inspected by the State of Minnesota;
- Have a two (2) way communication device;
- Have a first aid kit;
- Have an approved fire extinguisher;
- Have warning flashers;
- Have a broom and shovel for cleaning up spills;
- Have warning alarms to indicate movement in reverse;
- Have a sign on rear of vehicle which states "This vehicle makes frequent stops";
- All of the required equipment must be in proper working order.
- All vehicles must be maintained in proper working order and be as clean and free of offensive odors as possible.

28. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. Contractor's personnel shall be trained both in program operations and in customer service, and insure that all personnel maintain a positive attitude with the public and in the work place, and shall:

- Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- Make a concerted effort to have at all times a presentable appearance and attitude.
- Wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.
- Manage curbside recycling bins and multiple family containers in a careful manner so as to avoid spillage and littering, or damage to the bin or container. Containers should not be thrown once emptied.
- Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- Avoid damage to property.
- Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

29. Licenses and Permits

The Contractor shall ensure that all driver and truck licenses and permits are current and in full compliance with local, state and federal laws and regulations. Any processing facility used to handle material from the City of Maplewood must have current permits and licenses as required by the appropriate city, county, state and federal laws and ordinances. Contractor shall make available for inspection all such licenses and permits upon request by the City. Contractor must have a Collection license issued by the City per City Code, Chapter 30.

30. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this Agreement. The City reserves the right to inspect Contractor facilities or vehicles at any time during normal business hours for compliance with the language of the Agreement, and the performance measures and goals contained herein.

Substandard performance as determined by the City in its sole discretion will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within sixty (60) days after being notified by the City, the City will initiate contract termination procedures.

31. Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor fulfilling its obligations:

1. Failure to respond to legitimate service complaints within twenty four (24) hours in a reasonable and professional manner – fifty dollars (\$50) per incident.
2. Failure to collect properly notified missed collections – two hundred and fifty dollars (\$250) per incident.
3. Failure to provide monthly and annual reports – one hundred dollars (\$100) per incident.
4. Failure to complete the collections within the specified timeframes without proper notice to the City – one hundred dollars (\$100) per incident.
5. Failure to clean up from spills during collection operations – two hundred fifty dollars (\$250) per incident.
6. Failure to report on changes in location of recyclable processing operations – two hundred fifty dollars (\$250) per incident.
7. Failure to provide written description of the means to estimate relative amount of process residuals derived from the City's recyclables – one thousand dollars (\$1000) per incident.
8. Exceeding the maximum process residual rate of six percent (6%) – one thousand dollars (\$1,000) per incident.
9. Making changes to the Collection and Processing systems prior to receiving City approval to implement any such change – five thousand dollars (\$5,000) per incident.
10. Failure to conduct and report results of the annual composition analysis – one thousand dollars (\$1000) per incident.

These amounts will be for liquidated damages for losses suffered by the City and not penalties. Three (3) or more such incidents in a six (6) month period shall constitute grounds for termination of Agreement and not subject to cure.

CURBSIDE COLLECTION REQUIREMENTS

The following collection requirements are for curbside recycling services only (single family dwellings, buildings with up to four units, churches, small businesses, manufactured homes and townhomes), and do not pertain to multiple family household (buildings with more than four units) type of collection services.

32. Weekly Collection

The Contractor shall collect curbside recycling materials weekly from the authorized curbside recycling bins, as hereinbefore defined, and provided by the City. No other different or unapproved receptacles shall be used in performance of this Agreement unless negotiated by the City and Contractor in writing. Violation of this provision shall be grounds for termination of the Agreement. Recyclables shall be collected on the same days corresponding to City trash collection days whenever possible (with the exception of curbside collection on Saturdays within agreed-upon "holiday weeks").

33. Point of Collection

All curbside collection service will occur at the curbside, with the exception of elderly residents or those with short or long-term physical limitations who require house-side collection service.

34. Curbside Collection Schedule Deadline

If the Contractor determines that the collection of recyclables will not be completed by 7:00 p.m. on the scheduled collection day, the Contractor shall notify the City by 4:30 p.m. that same day and request an extension of the collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion. If the City's designated contact person cannot be reached, the Contractor will request the City Manager.

35. Procedure for Handling Non-Targeted Materials

If Contractor determines that a resident, church or small business has set out non-targeted materials, the driver shall use the following procedure:

1. Contractor shall leave the non-targeted materials in the curbside recycling bin and leave an "education tag" indicating acceptable materials and the proper method of preparation.
2. The driver shall record the address and the Contractor shall report the address to the City in the required monthly report.

If this procedure for handling non-targeted materials is not feasible for automated or semi-automated Collection systems, the Contractor must specify and demonstrate alternative public education methods to the City for its approval so that the quality of recyclable materials set out will be maintained.

36. Participation Study

The Contractor shall conduct at least one analysis of household participation per year. The results of the analysis shall include number and addresses of single family households not participating. The Contractor will then target nonparticipating households with educational

material approved by the City. The Contractor shall provide the City with a copy of the analysis for each year of the contract.

37. Set Out Information

The Contractor shall provide the City with the addresses of single family households not setting out curbside recycling bins at least once a month. The addresses will be supplied to the City in the Monthly Reports.

38. Public Education Information for Curbside Collection

The Contractor shall be responsible for the following:

1. Annual distribution of the Contractor's recycling public education flyer as described in Section 1.4 and Section 15.
2. Distribution of education tags to be left by curbside Collection crews if any non-targeted material is reflected and left at the curb.

MULTIPLE FAMILY COLLECTION REQUIREMENTS

The following collection requirements are for multiple family recycling services only and do not pertain to curbside collection services.

39. MFD Building Owners May Elect to Subscribe to City's Recycling Service

MFD building owners are be able to use the City's recycling Contractor to provide recycling services. Alternatively, MFD building owners may independently contract with another licensed recycling contractor to provide the recycling services at the owner's expense.

40. Multiple Family Collection Stations

Multiple family recycling stations will be specified with agreement of the MFD building owner on a case-by-case basis. MFD recycling stations will likely be a cluster of recycling bins, carts and/or recycling dumpsters (e.g., for old corrugated cardboard). The number and location of MFD recycling stations shall be adequate to be reasonably convenient and accessible to all MFD residents.

41. Multiple Family Container Location(s)

Multiple family recycling containers shall be placed in a location(s) on the MFD premises which permits access for collection purposes but which does not obstruct pedestrian or vehicular traffic. Recycling containers must also comply with the City's zoning and other ordinances.

42. Multiple Family Service Standards

At a minimum, multiple family collection services shall be available on the premises and shall be provided on a regularly scheduled weekly basis, or as the City and Contractor agree is adequate. The Collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recyclable containers to avoid overflowing containers.

43. Multiple Family Recycling Container Requirements

The recycling containers for buildings of eleven (11) units or more shall be:

3. Sufficient in number and size to meet the demands for recycling services created by the occupants.
4. Equipped with hinged lids.
5. Equipped with standardized labels approved by the City, attached to the lid and the front of the carts, and which identify the type of recyclable material to be deposited in each container. Recycling containers shall be colored differently from other containers for mixed solid waste or trash.
6. Maintained in proper operating condition and reasonably clean and sanitary.
7. Repaired or replaced on a reasonable schedule if broken due to regular wear and tear.
8. Provided at no cost to the City or residents.
9. Approved by City staff for use prior to entering service.

44. Responsibility for Providing and Maintaining Multiple Family Recycling Containers

If the MFD building owner uses the City's Contractor, adequate multiple family recycling containers shall be provided and maintained by the City's Contractor.

45. Public Education Information for Tenants with Multiple Family Recycling Service

At least once per year, the City's recycling Contractor shall supply the multiple family building owner with the sufficient number of recycling fact sheets with instructions for the tenants in their building(s). The information should specifically address multiple family recycling service, and should not be the same educational material distributed to single-family residents.

46. Other Public Education Tools to Residents with Multiple Family Recycling Service

The Contractor shall provide other public education tools (e.g., educational material in languages other than English such as Spanish, Hmong, Somali, etc.) that the Contractor will provide, in cooperation and coordination with multiple family building owners, as part of the annual work plan. The City will work with the Contractor regarding the quantities needed and the locations for distribution.

47. Annual Report to MFD Building Owners

The Contractor shall provide an annual report by January 31 of each year to the multiple family building owners served by the City's Contractor. A copy of each report to the multiple family building owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:

1. Name of owner, building manager and contact information (mailing address, telephone numbers, e-mail, etc.)
2. Street address of each multiple family building served.
3. Number of dwelling units for each multiple family building.
4. Description of collection services made available to occupants, including number of multiple family recycling stations, number of multiple family recycling containers, location

of stations (or curbside service provided for multiple-family buildings under eleven (11) units) and dates of collection.

5. Description of public education tools used to inform occupants of availability of services.
6. Tonnage quantities for each type of material recycled.
7. Recommendations for future improvements to increase recovery rates (e.g., specific public education tools).

48. Municipal Facilities Collection Requirements

The Contractor shall provide, at no charge, recycling containers and collection services once per week at the following City buildings:

1. City Hall - 1830 County Road B East
2. Public Works Building - 1902 County Road B East
3. Park & Recreation Maintenance Building - 1810 County Road B East
4. Fire Station One - 1177 Century Avenue North
5. Fire Station Two - 1955 Clarence Street
6. Fire Station Three – 1530 Hazelwood Street
7. Maplewood Community Center - 2100 White Bear Avenue
8. Nature Center – 2659 East 7th Street
9. Staging Areas for Public Space Recyclables as designated by the City.

49. Annual Municipal Facilities Report

The Contractor shall provide an annual report by January 31 to the City in regard to recycling at Municipal Facilities. The report shall contain, at a minimum, the following information:

1. Description of collection services made available to Municipal Facility, including number of recycling containers and dates of collection.
2. Tonnage quantities for each type of material recycled.
3. Recommendations for future improvements to increase recovery rates (e.g., specific public education tools).

INSURANCE AND OTHER LEGAL REQUIREMENTS

50. Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. The Contractor shall have the City of Maplewood named as an additional insured on each insurance policy specified below, unless the Contractor submits in writing this is not feasible for a specific insurance policy. The Contractor shall then provide certificates of insurance to the City by approximately December 15 of each year. The Contractor and its sub-contractors shall secure and maintain the following insurance:

51. Workers Compensation Insurance

Workers compensation insurance as specified by the Minnesota Department of Occupational Health and Safety and federal law.

52. Commercial General Liability Insurance

Commercial general liability insurance shall be at the limits of at least \$1,500,000 bodily injury, per occurrence, or combined single limit, and \$500,000 property damage. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

This insurance includes up to \$10,000 in additional coverage for expenses incurred to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause, including any deliberate, willful and negligent conduct on the part of Contractor or their laborers, employees or assigns.

53. Commercial Automobile Liability Insurance

Commercial automobile liability insurance covering all the Contractor's owned, non-owned and hired automobiles with limits of at least \$1,000,000 per person, \$5,000,000 per occurrence, and \$500,000 property damage or combined single limit. This insurance includes a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

54. Transfer of Interest

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract, either by assignment or notation, without the prior written approval of the City. The Contractor shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination.

55. Non-Assignment and Bankruptcy

The parties hereby agree that the Contractor shall have no right to assign or transfer its rights and obligations under said Agreement without written approval from the City. In the event the City or its successors or assigns files for bankruptcy as provided by federal law, this Agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

56. Dispute Resolution and Arbitration Procedures

The parties agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled, at the option of the Contractor, by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the arbitrator(s) may be entered in any court with jurisdiction thereof.

57. Performance Bond

This contract specifies requirements for a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$300,000. The responsibility for renewal is the responsibility of the Contractor.

58. General Compliance

The Contractor agrees to comply with all applicable local, state and federal laws and regulations governing funds provided under this Agreement.

The Contractor pays its employees a living wage based on the recycling industry in the State of Minnesota and Washington County. The Contractor does not use temporary labor arrangements to avoid paying a living wage. Additionally, the contractor provides health insurance for all full time employees and a pro rata share for employees working more than twenty (20) hours but less than forty (40) hours a week.

59. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or subcontractors of the Contractor only and not of the City; and any and all claims that might arise, including worker's compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

60. Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract, any resulting environmental liability that is a result of this Agreement or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Agreement. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

61. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

62. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of six (6) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for six (6) years after final disposition of such property.

63. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information

relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All proposals shall be treated as non-public information until the proposals are opened for review by the City. At that time the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13.

64. Inspection of Records

All Contractor records with respect to any matters covered by this Agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

65. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

66. Contract Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after sixty (60) days written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Agreement is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

67. Employee Working Conditions and Contractor's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable local, state and federal laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for worker's compensation or safety violations and standard operating procedures documents.

68. Agreement Amendments

Any amendments to this Agreement shall be valid only when reduced to writing, and duly signed by the parties.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written.

Tennis Sanitation, LLC

City of Maplewood:

By _____
Chief Executive Officer

By _____
City Manager

Date: _____

Date: _____

By _____
Chief Operating Officer

By _____
Mayor

Date: _____

Date: _____

APPROVED TO FORM

By _____
City Attorney

**CONTRACT AGREEMENT BETWEEN THE
CITY OF MAPLEWOOD
AND
TENNIS SANITATION, LLC
FOR RECYCLING SERVICES**

~~November 8, 2010~~

September 9, 2013

This Agreement is made this 8th day of November 2010 2013, between the City of Maplewood, 1830 East County Road B, Maplewood, Minnesota 55109 (the "City") and Tennis Sanitation, LLC, with its current local place of business at 720 4th Street, St. Paul Park, Minnesota 55071 (the "Contractor").

WITNESSETH:

WHEREAS, the City supports a comprehensive residential recycling program and desires that high-quality recycling services be available to all its residents; and

WHEREAS, the City supports curbside recycling as part of an overall landfill abatement program; and

WHEREAS, the City supports multi-family recycling services as another part of an overall landfill abatement program; and

WHEREAS, Ramsey County has funding available for such residential recycling services; and

WHEREAS, the Contractor ~~has submitted a proposal for comprehensive recycling services to the City;~~ and the City have negotiated an extension of the Contractor's Contract;

NOW, THEREFORE, the City and Contractor mutually agree as follows, in consideration of the mutual promises and covenants contained herein:

1. Definitions

1.1 — "Aerosol cans"

Aerosol cans include but are not limited to spray paint, hairspray, deodorant, etc.

~~1.2.2~~ — "Aluminum cans"

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages. Also includes aluminum foil and trays.

1.3 "Church"

A commercial building for public worship which is capable of having its recyclables collected in curbside recycling carts rather than dumpsters.

~~1.3.4~~ "Contractor's annual recycling public education flyer"

The City requires the Contractor to publish and distribute an annual public education flyer that contains the following recycling information for City residents:

- Annual calendar and map of curbside recycling districts for "single family dwellings"
- List of materials to be included for recycling
- List of non-targeted materials that cannot be recycled in the City's recycling program
- General information about curbside recycling and multi-family recycling instructions
- How to prepare materials.

~~1.10~~**1.12** *"Curbside recycling service"*

The recycling collection service, together with related public education and other customer services, specified within this contract utilizing curbside recycling bins or carts. Multi-family dwellings may receive curbside recycling service as ~~selected~~determined by the City and the Contractor.

~~1.11~~**1.13** *"Glass jars and bottles"*

Unbroken Glassglass jars, bottles, and containers (lids/caps and pumps removed) that are primarily used for packing and bottling of food and beverages.

1.14 *"Household Scrap Metal"*

~~1.12~~ Household scrap metal includes, but is not limited to, silverware, pots, pans and wire hangers.

~~1.13~~**1.15** *"Holidays"*

Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed upon by the City and the Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled Collection day falls on a holiday, Collection for that day will be collected one day later. The Contractor shall publish the yearly calendar including alternate Collection days, with assistance from the City.

~~1.14~~**1.16** *"Holiday weeks"*

A week where a holiday falls on a Monday through Friday and requires the Contractor to collect recyclables on a Saturday, of which Saturday will be agreed upon by the City.

~~1.15~~**1.17** *"Market demand"*

The economic and technical capacity of markets to use recyclable material to make new products.

~~1.16~~**1.18** *"Markets"*

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to, end-markets, intermediate processors, brokers and other recycling material businessbusinesses.

~~1.17~~**1.19** *"Milk cartons and juice boxes"*

Gable top and Tetra Pak cartons for milk, soy, broth, and juice boxes.

~~1.18~~**1.20** *"Multiple family dwellings (MFD)"*

A building or a portion thereof containing five (5) or more dwelling units.

~~1.19~~**1.21** *"MFD recycling containers"*

Recycling containers used for multiple family dwellings (MFD) including any bin, cart, dumpster or other receptacle for temporary storage and collection of designated recyclables from residents in MFD's prior to Collection. Such recycling containers must be separate, explicitly labeled on the lid and the front of the containers as to recyclables included, and colored differently from other containers for mixed solid waste or trash.

~~1-201.22~~ ***"Multiple family recycling service"***

Recycling Collection service, together with related public education and other customer services, provided to multiple family residents that utilize multiple family recycling containers (i.e., carts) and use multiple family recycling stations.

~~1-211.23~~ ***"Multiple family recycling stations"***

The location of multiple family recycling containers designated by the recycling Contractor with agreement of the MFD building owner. Multiple family recycling stations will likely be a cluster of recycling carts and/or recycling dumpsters.

~~1-221.24~~ ***"Non targeted materials"***

Materials that are not included in the City's recycling program. Examples of typical non-targeted items include, but are not limited to, pumps on plastic bottles, ceramic material in glass streams, window glass and mirrors, paper cups and plates.

~~1-231.25~~ ***"Paper"***

Paper includes the following: newspapers (including inserts); household office paper and mail; cereal, cake mix, chips and cracker boxboard; egg cartons; old corrugated cardboard; phone books; Kraft bags; pop/beer boxes; [pizza boxes, frozen food boxes](#), tissue boxes, and magazines/catalogs. ~~No boxboard containers used for food product storage~~

1.26 "Participation rate"

[Percentage of residents participating in refrigeratorscurbside or freezers are included, except for multi-family recycling. Participation is defined as a resident who places recyclables at the tops of pizza boxescurb or utilizes their multi-family recycling containers at least once per month.](#)

~~1-241.27~~ ***"Plastics"***

All plastics with plastic resin codes #1 (PET & PETE); #2 (HDPE); #3 (PVC); #4 (LDPE); #5 (PP); [#6 \(PS - except Styrofoam\)](#), and #7 (other). These will include, but not be limited to, plastic beverage bottles; liquor; juice; milk; soft drinks; certain foods; soap and cosmetics; plastic tubs (yogurt, sour cream, margarine); tree, flower and shrub containers; plastic toys; ~~and motor oil bottles (drained). Plastic lids, caps, rings and pumps are not included.~~, [and retail plastic bags.](#)

~~1-251.28~~ ***"Process residuals"***

The normal amount of material that cannot be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc., and must be disposed as mixed municipal solid waste. Process residuals include subcategories of process residuals including, but not limited to, bulky items, contaminants, sorted tailings, floor sweepings and rejects from specific processing equipment (e.g. materials cleaned from screens, etc). "Process residuals" does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities but are of relatively low-value because of depressed market demand conditions. The maximum percent of process residuals shall not exceed six percent (6%).

~~1-261.29~~ ***"Processing"***

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes.

~~1-271.30~~ ***"Processing center"***

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

1.31 "Revenue share"

Any increases in tonnage of recyclables with the use of recycling carts over the tonnage of that month in the previous year of the Contract Re-Opener with the use of recycling bins will result in a seventy (70%) revenue share for the blended value of all commodities collected using the following procedure: Total tonnage for the month shall be apportioned to the individual commodities by use of the most recent composition study conducted by the Contractor and monitored and approved by the City. The value of the commodity for a particular month shall be determined by the price quoted in Recyclingmarkets.net on the fifth business day of that month.

1.32 "Small business"

A commercial building capable of having its recyclables collected in carts rather than a dumpster.

~~1-281.33~~ ***"Steel cans"***

Disposable containers fabricated primarily of steel or tin, used for food and beverages.

~~1-291.34~~ ***"Textiles"***

Textiles include unwanted but reusable linens such as towels, sheets, blankets, curtains, tablecloths and clothes (including belts, coats, hats, gloves, shoes and boots that are clean and free of mold, mildew and excessive stains). Textiles must be dry.

~~1-301.35~~ ***"Work Plan from Contractor"***

The annual work plan proposal for recycling system improvements submitted from the Contractor and approved by the City.

2. Term of Contract

The term of this recycling contract will be a period of ~~three (3)~~two (2) years from January 1, ~~2011~~2014 through December 31, ~~2013~~2015. The City may consider up to two (2), one (1) year extensions for years ~~2014~~2016 and ~~2015~~2017, at the City's sole discretion.

3. Annual Work Plan

The Contractor shall submit an annual work plan proposal no later than October 1 for the upcoming calendar year to outline key priorities for system improvements. Public education tools shall be itemized and approximate timelines described. Other service improvements may also be included in the work plan. The City shall review and approve the work plan by no later than November 1 each year. The annual work plan shall be incorporated by reference as an amendment to this contract.

4. Annual Performance Review

Upon receipt of the Contractor's annual report, the City shall schedule an annual meeting with the Contractor and the City's Environmental and Natural Resources (ENR) Commission. Once concluded, the report from the ENR Commission shall be presented to the City Council, and a meeting will be held between the Council and Contractor to review the performance of the contract. The objectives of this annual meeting will include, but not be limited to:

- Review Contractor's annual report, including trends in recovery rate and participation rate.
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to the ENR Commission, City Council, and City staff.
- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities as contained within the annual work plan for the upcoming year.
- Review City staff recommendations for Contractor's service improvements.
- Discuss other opportunities for improvement with the remaining years under the current contract.

5. **"Single Stream" Recyclables Collection/Processing System**

5.1 Single Stream Recyclables

Single stream recyclables collection and processing system shall be the basic service system design for this contract. Under this single stream design, residents will be instructed to comeingle all ~~city~~City designated recyclables, except clean, reusable textiles, in the ~~red City of Maplewood fourteen (14) gallon~~curbside recycling bin

~~In addition, residents~~or carts. Residents may place clean, reusable textiles separate from other recyclables in water-proof bags labeled "Clothes and Linens".

5.2 Change of Recyclables Collection System

During this contract period, the City may elect to change the recyclables collection system to use curbside recycling carts. These carts may be purchased by the City, or by the Contractor, and the carts may be distributed by the City or its proxy or by the Contractor, as determined in Section 6.

5.3 Changes to Processing System

The Contractor shall not make any changes to the single stream collection or processing system without written approvaldirection of the City.

6. Payment Terms

The Contractor will invoice the City of Maplewood on a monthly basis and the City will pay the contractor no later than net thirty (30) days of receipt of the invoice. The billing system will include the following elements:

6.1 Per Unit Fee

A charge for collection services calculated by multiplying the number of single family units ~~and~~, multiple family units, and churches and small businesses times the per unit fee of one dollar and seventy-five cents (\$1.75) per unit per month. ~~Currently, the~~

6.2 Households

~~The~~ City has determined that there are eleven thousand ~~six~~three hundred ~~and eighty~~fourty-five (11,~~680~~345) single family units and four thousand one hundred ~~eighty two~~seventy (4,~~182~~170) multiple family units in the City of Maplewood. The City will pay the Contractor for all single family units in the City, but will only pay one dollar and seventy-five cents (\$1.75) per unit per month for those multiple family units that the Contractor actually services. ~~The City will notify the Contractor of any changes in the number of single family units (e.g., new construction and/or demolition of existing single family units).~~January 1 of each year the Contractor and the City will review household counts to determine changes in household numbers. The review will include a study of the City's trash collection and recycling routes, water utility billing, Community Development Department housing counts, Census housing data, Metropolitan Council housing data and Contractor route inspections to come up with the most accurate housing counts. The housing count numbers will be modified yearly by February 1 of each year based on this review.

6.3 Churches and Small Businesses

Churches and small businesses which are capable of having recyclables collected in curbside recycling carts are able to use the City's recycling Contractor to provide recycling services. The City will pay the Contractor for all churches and businesses that opt into the recycling program at a rate of one dollar and seventy-five cents (\$1.75) per one (1) or two (2) ninety-five (95) gallon recycling carts used by the church or small business, and one dollar and seventy-five cents (\$1.75) for each subsequent cart beyond one (1) or two (2). The City will work with the Contractor in determining which churches and small businesses are cable of opting into the City's recycling program, with final approval by the City. The Contractor will break out the pricing for churches and small businesses separately in its invoice to the City and will report on the number of churches and small businesses in the Monthly and Yearly reports.

The recycling containers for churches and small businesses shall be:

1. Sufficient in number and size to meet the demands for recycling services created by the occupants.
2. Equipped with hinged lids.
3. Equipped with standardized labels approved by the City, attached to the lid and the front of the carts, and which identify the type of recyclable material to be deposited in each container. Recycling containers shall be colored differently from other containers for mixed solid waste or trash.
4. Maintained in proper operating condition and reasonably clean and sanitary.
5. Repaired or replaced on a reasonable schedule if broken due to regular wear and tear.
6. Provided at no cost to the City or residents.
7. Approved by City staff for use prior to entering service.

6.4 Conversion to Curbside Recycling Carts

If the City, in its sole discretion, determines that it wishes recycling services to its residents, churches, and small businesses to be provided by use of curbside recycling carts, it shall so notify the Contractor. The City shall also determine which cart option and delivery system ("1" or "2" below) it will implement, and will notify the Contractor of its decision.

1. Contractor-Supplied Recycling Carts: If the Contractor supplies the curbside recycling carts to Maplewood residential properties and churches and small businesses, the Contract term will be extended for an additional four (4) years and the cost of the Contract shall be two dollars and fifty cents (\$2.50) per household or church or small business per month for the first two (2) years of the Contract and two dollars and seventy five cents (\$2.75) per household or church or small business per month for two (2) additional years.
2. City-Supplied Recycling Carts: If the City purchases the curbside recycling carts for Maplewood residential properties and churches and small business, the cost of the Contract shall remain at one dollar and seventy five cents (\$1.75) per household or church or small business per month for the remainder of the contract, with the possibility of two (2) additional one (1) year extensions. Additionally, the City will capture seventy percent (70%) of the revenue earned for any increases in tonnage of materials collected with the use of curbside recycling carts over tonnage collected in 2012 with the use of recycling bins.

6.5 Revenue share

The City and the Contractor intend to implement more effective recycling education programs and the City will, during the Contract period, determine if the use of curbside recycling carts for single stream recycling is in the best interests of the City for Contract years 2014 and 2015. If the City elects to begin collection of recyclables in curbside recycling carts, any increase in tonnage of all commodities collected with the use of carts over the tonnage of that month in 2012 with the use of curbside recycling bins shall result in a share of recycling revenue to be returned to the City as follows:

- Each month seventy percent (70%) of the blended value of all commodities, net processing, shall be returned to the City using the following procedure:
 - ✓ The current year's monthly tons minus the previous year that the Contractor Re-Opener was negotiated monthly tons for that same month. Any increase in tons based on this calculation will trigger the revenue share procedure as follows:
 - Total tonnage for the month shall be apportioned to the individual commodities by use of the most recent composition study conducted by the Contractor and monitored and approved by the City.
 - The value of the commodity for a particular month shall be determined by the price quoted in Recyclingmarkets.net on the fifth (5th) business day of that month.
 - Values for each commodity will be divided by the apportioned percent of each commodity from the composition study.
 - Addition of the apportioned commodity values will equal the blended value per ton of all commodities.
 - Minus the processing fee of eighty dollars (\$80.00) per ton equals the total revenue increase over the previous year that the Contract Re-Opener was negotiated.

- o Seventy percent (70%) of the total revenue share goes to the City for its revenue share.
- o Revenue share is credited on the City's invoice for the next month.

Example:

<u>January 2013 Recycling Tons</u>	<u>4,000</u>
<u>January 2012 Recycling Tons</u>	<u>3,920</u>
<u>Current Net Tons</u>	<u>80</u>
<u>Blended Value per Ton</u>	<u>\$104.06</u>
<u>(Based on January Recyclingmarkets.net)</u>	
<u>Minus Processing Fee</u>	<u>- \$80.00</u>
<u>Equals Increase in Revenue</u>	<u>\$24.06</u>
<u>Multiplied by 70%</u>	<u>x .70</u>
<u>Equals City's Share of Revenue Increase</u>	<u>\$16.84</u>
<u>Multiplied by Current Net Tons</u>	<u>80.00</u>
<u>Equals the City's January Revenue Share</u>	<u>\$952.26</u>

- The City shall not be penalized for decreases in tonnage. If there is a decrease in tonnage, there is no revenue share due to the City.

~~6.26.6~~ Other

Any other mutually agreed upon charges or credits for any other future efforts outside of the scope of this contract (e.g., organics and food waste collection, ~~public space recycling~~, etc.).

7. Cart Purchasing Plan

If the City elects to begin collection of recyclables with curbside recycling carts and elects to purchase the curbside recycling carts, the City shall develop a cart purchasing plan and schedule in coordination with the Contractor. The Contractor shall review and comment on this cart purchasing plan.

8. Cart Distribution and Management Plan

If the City elects to begin collection of recyclables with curbside recycling carts and elects to purchase the curbside recycling carts, the Contractor shall develop a cart distribution and management plan in coordination with the City within two (2) weeks of adopting the cart purchasing plan. The City may elect to include its cart manufacturer as part of the team to plan for cart distribution and management. The Contractor may elect to include any cart management subcontractor as part of the cart distribution and management team.

~~7.9.~~ **RFP and Contractor's Proposal**

The contents of the City's original Request for Proposal (RFP) for Recycling Services (dated June 1, 2010) and the Contractor's original proposal (dated June 30, 2010) are part of the contractual obligations and are incorporated by reference into this contract. If any provision of the contract is in conflict with the referenced RFP or proposal, the contract shall take precedent.

GENERAL REQUIREMENTS FOR ALL COLLECTIONS

The following general requirements are pertinent to all recycling collections (i.e., both curbside recycling collection and multiple family recycling collection services). However, the City acknowledges that collection service frequencies and other factors will vary between residential ~~and~~, multiple family and church and small business collection programs.

~~8-10.~~ Missed Collections

The Contractor shall have a duty to pick up missed recycling collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed collection before 4:00 p.m. on the following business day.

~~9-11.~~ Severe Weather

The Contractor may postpone recycling collections due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but not be limited to, those cases in which snow, sleet, ice or cold temperatures might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. If collections are postponed, the Contractor shall notify the City. Upon postponement, collection will be made on a day agreed upon between the Contractor and the City.

~~10-12.~~ Collection Hours and Days

The City requires all such collections to begin no sooner than ~~7~~six (6) a.m. and shall be complete by seven (7) p.m. Furthermore, the City requires scheduled collection days to be Monday through Friday, and agreed upon Saturdays during holiday weeks. The Contractor may request City approval of exceptions to these time and day requirements (e.g., pursuant to the "Severe Weather" section - Section 911 above). The Contractor must request such exception from the City's Designated Contact Person via telephone or email prior to the requested collection event, and specify the date, time and reason for the exception.

~~11-13.~~ Customer Complaints

The Contractor shall provide staffing of a telephone equipped office to receive missed collection complaints and other complaints between the hours of seven (7:00) a.m. until five (5:00) p.m. on all days of collection as specified in this Agreement. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The address and telephone numbers of such office shall be given to the city in writing, with ten (10) days prior notice of changes therein. The address of this office as of the execution of the contract is 720 4th Street, St. Paul Park, Minnesota 55071 and the telephone number is 651-459-1887. The Contractor shall also allow complaints to be made electronically.

Each month the Contractor shall provide the City with a list of all customer complaints, the nature of these complaints and a description of how each complaint was resolved. The names of the complainants and contact numbers or e-mail addresses must also be included.

Complaints on service will be taken and collected by the City and the Contractor. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions. The Contractor shall answer all complaints courteously and promptly.

~~12-14.~~ **City Retains Right to Specify Resident Preparation Instructions**

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and ~~set out~~ set out requirements. The Contractor shall publish and distribute, on an annual basis, the detailed recyclable preparation instructions for its residents as part of its annual public education flyer.

~~13-15.~~ **City Shall Approve Contractor's Public Education Literature**

The Contractor shall conduct its own promotions and public education to increase participation and improve compliance with City-specified resident recycling preparation instructions as per the public education elements of the annual work plan. At a minimum, this shall include: production and distribution of an annual flyer to each home; and distribution of "resident education tags" to be left by curbside collection crews if any non-targeted material is rejected and left at the curb. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and release of any such literature.

~~14-16.~~ **Weighing of Loads**

Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, net weight and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

~~15-17.~~ **Monthly and Annual Reports**

The Contractor will submit to the City monthly and annual reports. At a minimum, the Contractor shall include the following information in these reports:

- Total quantities of recyclable materials collected, by material type (in tons) ~~for single family, multi-family, city facilities, parks, churches and small businesses.~~ for single family, multi-family, city facilities, parks, churches and small businesses.
- Net quantities of recyclable materials marketed, by material type (in tons).
- Quantities stored, by type of material, with any notes as to unusual conditions (in tons).
- Quantity of process residual disposed of (in tons).
- Recycling For single and multiple family homes, recycling service fee (based upon the contracted price of one dollar and seventy five cents (\$1.75) per unit per month) or as outlined in Section 6.
- For churches or small business, recycling service fee of one dollar and seventy five cents (\$1.75) for up to two ninety five (95) gallon recycling carts, and one dollar and seventy five cents (\$1.75) per cart thereafter or as outlined in Section 6.

- Log of all resident and church or small business addresses where education tags were left because of non-targeted materials set out for recycling.
- Log of all complaints, including the nature of the complaints, to include the following: names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of the response.
 - ~~Log of vehicle load weights which exceed the allowable maximum loaded weight of 40,000 pounds.~~
 - List of single family addresses that do not set out recycling bins at least once a month.
 - Recycling cart data including cart inventory, replacement, repair, warranty issues, etc.

Monthly reports shall be due to the City by the fifteenth (15th) day of each month. Annual reports shall be due by January 31 of each year. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling program (e.g., public education, multiple family recycling, etc.).

~~16-18.~~ _____ **Ownership of Recyclables**

Ownership of the recyclables shall remain with the person placing them for collection until Contractor's personnel physically touches them for collection, at which time the ownership of the recyclables shall transfer to the Contractor.

~~17-19.~~ _____ **Prohibited Scavenging**

All recyclable materials placed for collection shall be owned by and are the responsibility of the occupants of residential or church or small business properties until the Contractor handles them. Upon collection of the designated recyclable materials by the Contractor, the recyclable materials become the property and responsibility of the Contractor.

It is unlawful for any person other than the City's recycling Contractor or owner's independent hauler to collect, remove, or dispose of designated recyclables after the materials have been placed or deposited for collection in the recycling containers. The owner, owner's employees, owner's independent hauler's employees, or City's recycling Contractor's employees may not collect or "scavenge" through recycling in any manner that interferes with the contracted recycling services.

~~18-20.~~ _____ **Cleanup of Spillage or Blowing Litter**

The Contractor shall clean up any material spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. Designated recyclables shall be transported in a covered vehicle so that the recyclables do not drop or blow onto any public street or private property during transport.

~~19-21.~~ _____ **Recyclable Materials Transported to Markets**

Upon collection by the City's recycling Contractor, the Contractor shall deliver the designated recyclables to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is

unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility. The Contractor shall not landfill, incinerate, compost or make fuel pellets out of the recyclable materials.

~~20-22.~~ _____ **Designated**
Primary Glass Market

The City and Contractor hereby agree that eCullet (St. Paul, MN) and [Anchor Glass Corp.](#) (~~Shakopee~~[Strategic Materials \(St. Paul, MN\)](#)) will process and sort glass bottles and jars and shall remain the primary market of choice for glass bottles and jars collected from the City's recycling program. The Contractor shall develop a proposed glass marketing contingency plan in writing for review, comment and approval by the City. This contingency plan shall be based on recycling glass into markets with the highest and best use of this commodity. The Contractor shall provide an annual assessment of eCullet's [Strategic Material's](#) performance and ~~the Anchor~~ glass market as part of its annual report to the City.

The Contractor shall provide as much notice as possible if the eCullet or [Anchor Glass](#) [Strategic Materials](#) plant closes, stops accepting recyclable glass cullet, or otherwise becomes economically unfeasible as the primary glass market outlet. If eCullet or [Anchor Glass](#) [Strategic Materials](#) are no longer a viable primary market for glass, and if the Contractor must adjust its glass processing and/or marketing operations, the Contractor must submit a proposed plan amendment to the City so that glass continues to be recycled as glass with the highest and best use of this commodity rather than being used for road aggregate, sandblast media, fiberglass or other alternative uses.

~~21-23.~~ _____ **Processing**
Facilities

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for City material collected. The Contractor shall provide written notice to the City at least sixty (60) days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

~~22-24.~~ _____ **Estimating**
Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclables during October of each year to estimate the relative amount by weight of each recyclable commodity by grade. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; (3) percent by weight of the Process Residuals collected from the City; and (4) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. [The City shall be notified of the composition analysis and be offered the opportunity to view the sorting and weighing of materials.](#) The Contractor shall provide the City with a copy of the analysis for each year of the contract.

~~23-25.~~ _____ **Estimating**
Process Residuals

[In October of every year the Contractor shall estimate the City's process residuals.](#) The Contractor shall provide the City a written description of the means to estimate process residuals derived from the City's recyclables. This written description shall be reviewed and

approved in writing by the City. This written description shall be updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor. The City may audit the records of the Contractor to verify that the agreed upon process is being followed (see Section [5664](#), Inspection of Records).

The quantities of Process Residuals must not exceed the agreed upon residual rate of six percent (6%). This percentage must be reported to the City in the annual composition analysis as described in Section [2224](#). In addition, the Contractor must report to the City, on an annual basis, the disposal location of Process Residuals.

~~24-26.~~ **Lack of Adequate
Market Demand**

In the event that the market for a particular recyclable ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue the Collection, processing and marketing of that particular recyclable, the City and the Contractor will both agree in writing that it is no longer appropriate to collect such item before collection ceases. The Contractor shall give the City as much notice as possible about the indications of such market condition changes.

The City and Contractor shall agree on a date in a written Contract amendment to cease Collection of the recyclable item in question. The Contractor shall at all times be under a duty to minimize the quantity of recyclable materials disposed in a landfill, incinerator or other facility receiving mixed municipal solid waste. If disposal of any recyclable commodity becomes necessary, upon receiving written permission from the City, the Contractor shall dispose of the recyclable materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Contractor. The City and the Contractor will negotiate a cost for disposal as a substitute for a Processing fee for that material.

~~25-27.~~ **Vehicle
Requirements**

Vehicles shall be clearly signed on both sides as a recycling Collection vehicle. In addition, all Collection vehicles used in performance of the Contract shall:

- Be marked with the name and telephone number of the Contractor prominently displayed on both sides of the truck. The lettering must be at least three (3) inches in height.
- Operate within the weight allowed by Minnesota Statutes and local ordinances;
- Be duly licensed and inspected by the State of Minnesota;
- ~~Have a maximum loaded weight not to exceed 40,000 pounds;~~
- Have a two (2) way communication device;
- Have a first aid kit;
- Have an approved fire extinguisher;
- Have warning flashers;
- Have a broom and shovel for cleaning up spills;
- Have warning alarms to indicate movement in reverse;
- Have a sign on rear of vehicle which states "This vehicle makes frequent stops";

- All of the required equipment must be in proper working order.
- All vehicles must be maintained in proper working order and be as clean and free of offensive odors as possible.

~~26-28.~~

~~Personnel~~

Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. Contractor's personnel shall be trained both in program operations and in customer service, and insure that all personnel maintain a positive attitude with the public and in the work place, and shall:

- Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- Make a concerted effort to have at all times a presentable appearance and attitude.
- Wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.
- Manage curbside recycling bins and multiple family containers in a careful manner so as to avoid spillage and littering, or damage to the bin or container. Containers should not be thrown once emptied.
- Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- Avoid damage to property.
- Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

~~27-29.~~

~~Licenses and~~

Permits

The Contractor shall ensure that all driver and truck licenses and permits are current and in full compliance with local, state and federal laws and regulations. Any processing facility used to handle material from the City of Maplewood must have current permits and licenses as required by the appropriate city, county, state and federal laws and ordinances. Contractor shall make available for inspection all such licenses and permits upon request by the City.

Contractor must have a Collection license issued by the City per City Code [Section, Chapter 30-41.](#)

~~28-30.~~

~~Performance~~

Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this Agreement. The City reserves the right to inspect Contractor facilities or vehicles at any time during normal business hours for compliance with the language of the Agreement, and the performance measures and goals contained herein.

Substandard performance as determined by the City in its sole discretion will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within sixty (60) days after being notified by the City, the City will initiate contract termination procedures.

~~29-31.~~

Liquidated

Damages

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor fulfilling its obligations:

1. Failure to respond to legitimate service complaints within twenty four (24) hours in a reasonable and professional manner – fifty dollars (\$50) per incident.
2. Failure to collect properly notified missed collections – two hundred and fifty dollars (\$250) per incident.
3. Failure to provide monthly and annual reports – one hundred dollars (\$100) per incident.
4. Failure to complete the collections within the specified timeframes without proper notice to the [cityCity](#) – one hundred dollars (\$100) per incident.
5. Failure to clean up from spills during collection operations – two hundred fifty dollars (\$250) per incident.
6. Failure to report on changes in location of recyclable processing operations – two hundred fifty dollars (\$250) per incident.
7. Failure to provide written description of the means to estimate relative amount of process residuals derived from the City's recyclables – one thousand dollars (\$1000) per incident.
8. Exceeding the maximum process residual rate of six percent (6%) – one thousand dollars (\$1,000) per incident.
9. Making changes to the Collection and Processing systems prior to receiving City approval to implement any such change – five thousand dollars (\$5,000) per incident.
10. Failure to conduct and report results of the annual composition analysis – one thousand dollars (\$1000) per incident.

These amounts will be for liquidated damages for losses suffered by the City and not penalties. Three (3) or more such incidents in a six (6) month period shall constitute grounds for termination of Agreement and not subject to cure.

CURBSIDE COLLECTION REQUIREMENTS

The following collection requirements are for curbside recycling services only (single family dwellings ~~and~~ buildings with up to four units, [churches, small businesses, manufactured homes and townhomes](#)), and do not pertain to multiple family household [\(buildings with more than four units\)](#) type of collection services.

~~30-32.~~

Weekly

Collection

The Contractor shall collect curbside recycling materials weekly from the authorized curbside recycling bins, as hereinbefore defined, and provided by the City. No other different or unapproved receptacles shall be used in performance of this Agreement unless negotiated by the City and Contractor in writing. Violation of this provision shall be grounds for termination of the Agreement. Recyclables shall be collected on the same days corresponding to City trash collection days whenever possible (with the exception of curbside collection on Saturdays within agreed-upon "holiday weeks").

~~31-33.~~ _____ **Point of Collection**

All curbside collection service will occur at the curbside, with the exception of elderly residents or those with short or long-term physical limitations who require house-side collection service.

~~32-34.~~ _____ **Curbside Collection Schedule Deadline**

If the Contractor determines that the collection of recyclables will not be completed by 7:00 p.m. on the scheduled collection day, the Contractor shall notify the City by 4:30 p.m. that same day and request an extension of the collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion. If the City's designated contact person cannot be reached, the Contractor will request the City Manager.

~~33-35.~~ _____ **Procedure for Handling Non-Targeted Materials**

If Contractor determines that a resident, [church or small business](#) has set out non-targeted materials, the driver shall use the following procedure:

1. Contractor shall leave the non-targeted materials in the ~~resident's~~ curbside recycling bin and leave an "education tag" indicating acceptable materials and the proper method of preparation.
2. The driver shall record the address and the Contractor shall report the address to the City in the required monthly report.

If this procedure for handling non-targeted materials is not feasible for automated or semi-automated Collection systems, the Contractor must specify and demonstrate alternative public education methods to the City for its approval so that the quality of recyclable materials set out ~~by City residents~~ will be maintained.

36. _____ Participation Study

The Contractor shall conduct at least one analysis of household participation per year. The results of the analysis shall include number and addresses of single family households not participating. The Contractor will then target nonparticipating households with educational material approved by the City. The Contractor shall provide the City with a copy of the analysis for each year of the contract.

37. Set Out Information

The Contractor shall provide the City with the addresses of single family households not setting out curbside recycling bins at least once a month. The addresses will be supplied to the City in the Monthly Reports.

~~34-38.~~ _____ **Public Education Information for ~~Single Family Residents~~ Curbside Collection**

The Contractor shall be responsible for the following:

1. Annual distribution of the Contractor's recycling public education flyer as described in Section 1.~~34~~ and Section ~~4315~~.

2. Distribution of ~~resident~~ education tags to be left by curbside Collection crews if any non-targeted material is reflected and left at the curb.

MULTIPLE FAMILY COLLECTION REQUIREMENTS

The following collection requirements are for multiple family recycling services only and do not pertain to curbside collection services.

~~35-39.~~ _____ MFD Building Owners May Elect to Subscribe to City's Recycling Service

MFD building owners are be able to use the City's recycling Contractor to provide recycling services. Alternatively, MFD building owners may independently contract with another licensed recycling contractor to provide the recycling services at the owner's expense.

~~36-40.~~ _____ Multiple Family Collection Stations

Multiple family recycling stations will be specified with agreement of the MFD building owner on a case-by-case basis. MFD recycling stations will likely be a cluster of recycling bins, carts and/or recycling dumpsters (e.g., for old corrugated cardboard). The number and location of MFD recycling stations shall be adequate to be reasonably convenient and accessible to all MFD residents.

~~41. 36.1~~ _____ Multiple Family Container Location(s)

Multiple family recycling containers shall be placed in a location(s) on the MFD premises which permits access for collection purposes but which does not obstruct pedestrian or vehicular traffic. Recycling containers must also comply with the City's zoning and other ordinances.

~~37-42.~~ _____ Multiple Family Service Standards

At a minimum, multiple family collection services shall be available on the premises and shall be provided on a regularly scheduled weekly basis, or as the City and Contractor agree is adequate. The Collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recyclable containers to avoid overflowing containers.

~~38-43.~~ _____ Multiple Family Recycling Container Requirements

The recycling containers for buildings of eleven (11) units or more shall be:

3. Sufficient in number and size to meet the demands for recycling services created by the occupants.
4. Equipped with hinged lids.
5. Equipped with standardized labels approved by the City, attached to the lid and the front of the carts, and which identify the type of recyclable material to be deposited in each container. Recycling containers shall be colored differently from other containers for mixed solid waste or trash.
6. Maintained in proper operating condition and reasonably clean and sanitary.

7. Repaired or replaced on a reasonable schedule if broken due to regular wear and tear.
8. Provided at no cost to the City or residents.
9. ~~Receptacles shall be of a sort approved~~Approved by City staff for use prior to entering service.

~~39-44.~~ _____ **Responsibility
for Providing and Maintaining Multiple Family Recycling Containers**

If the MFD building owner uses the City's Contractor, adequate multiple family recycling containers shall be provided and maintained by the City's Contractor.

~~40-45.~~ _____ **Public
Education Information for Tenants with Multiple Family Recycling
Service**

At least once per year, the City's recycling Contractor shall supply the multiple family building owner with the sufficient number of recycling fact sheets with instructions for the tenants in their building(s). The information should specifically address multiple family recycling service, and should not be the same educational material distributed to single-family residents.

~~41-46.~~ _____ **Other Public
Education Tools to Residents with Multiple Family Recycling Service**

The Contractor shall provide other public education tools (e.g., educational material in languages other than English such as Spanish, Hmong, Somali, etc.) that the Contractor will provide, in cooperation and coordination with multiple family building owners, as part of the annual work plan. The City will work with the Contractor regarding the quantities needed and the locations for distribution.

~~42-47.~~ _____ **Annual Report
to MFD Building Owners**

The ~~City's~~ Contractor shall provide an annual report by January 31 of each year to the multiple family building owners served by the City's Contractor. A copy of each report to the multiple family building owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:

1. Name of owner, building manager and contact information (mailing address, telephone numbers, ~~email~~email, etc.)
2. Street address of each multiple family building served.
3. Number of dwelling units for each multiple family building.
4. Description of collection services made available to occupants, including number of multiple family recycling stations, number of multiple family recycling containers, location of stations (or curbside service provided for multiple-family buildings under eleven (11) units) and dates of collection.
5. Description of public education tools used to inform occupants of availability of services.
6. Tonnage quantities for each type of material recycled.
7. Recommendations for future improvements to increase recovery rates (e.g., specific public education tools).

~~44.252.~~ **Commercial General Liability Insurance**

Commercial general liability insurance shall be at the limits of at least \$1, ~~500,000,000~~ ~~general aggregate, \$1,000,000 personal and advertising bodily injury, \$1,000,000 each per occurrence, \$50,000 fire or combined single limit e, and \$500,000 property damage and \$1,000 medical expense for any one person.~~ The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

This insurance includes up to \$10,000 in additional coverage for expenses incurred to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause, including any deliberate, willful and negligent conduct on the part of Contractor or their laborers, employees or assigns.

~~44.353.~~ **Commercial Automobile Liability Insurance**

Commercial automobile liability insurance covering all the Contractor's owned, non-owned and hired automobiles with limits of at least \$1,000,000 per ~~accident, person, \$5,000,000 per occurrence, and \$500,000 property damage or combined single limit.~~ This insurance includes a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

~~44.4 Environmental Liability Insurance~~

~~The Contractor agrees that they shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. The Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include environmental impairment liability. The Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. The Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.~~

~~45.54.~~ **Transfer of Interest**

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract, either by assignment or notation, without the prior written approval of the City. The Contractor shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination.

~~46.55.~~ **Non-Assignment and Bankruptcy**

The parties hereby agree that the Contractor shall have no right to assign or transfer its rights and obligations under said Agreement without written approval from the City. In the event the City or its successors or assigns files for bankruptcy as provided by federal law, this Agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

~~47-56.~~ **Dispute**
Resolution and Arbitration Procedures

The parties agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled, at the option of the Contractor, by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the arbitrator(s) may be entered in any court with jurisdiction thereof.

~~48-57.~~ **Performance**
Bond

This contract specifies requirements for a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$300,000. The responsibility for renewal is the responsibility of the Contractor.

~~49-58.~~ **General**
Compliance

The Contractor agrees to comply with all applicable local, state and federal laws and regulations governing funds provided under this Agreement.

The Contractor pays its employees a living wage based on the recycling industry in the State of Minnesota and Washington County. The Contractor does not use temporary labor arrangements to avoid paying a living wage. Additionally, the contractor provides health insurance for all full time employees and a pro rata share for employees working more than twenty (20) hours but less than forty (40) hours a week.

~~50-59.~~ **Independent**
Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or subcontractors of the Contractor only and not of the City; and any and all claims that might arise, including worker's compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

~~51-60.~~ **Hold Harmless**

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract, any resulting environmental liability that is a result of this Agreement or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Agreement. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

52-61. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

53-62. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of six (6) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for six (6) years after final disposition of such property.

54-63. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All proposals shall be treated as non-public information until the proposals are opened for review by the City. At that time the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13.

55-64. Inspection of Records

All Contractor records with respect to any matters covered by this Agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

56-65. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

57-66. Contract Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after sixty (60) days written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Agreement is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this

Agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

~~58-67.~~ _____ ~~Employee~~
Working Conditions and Contractor's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable local, state and federal laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for worker's compensation or safety violations and standard operating procedures documents.

~~59-68.~~ _____ ~~Agreement~~
Amendments

Any amendments to this Agreement shall be valid only when reduced to writing, and duly signed by the parties.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written.

Tennis Sanitation, LLC

City of Maplewood:

By _____
Chief Executive Officer

By _____
City Manager

Date: _____

Date: _____

By _____
Chief Operating Officer

By _____
Mayor

Date: _____

Date: _____

APPROVED TO FORM

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Michael Martin, AICP, Planner
Melinda Coleman, Assistant City Manager

SUBJECT: **Approval of a Resolution for a Conditional Use Permit Revision and Design Review for a Tennis Court Addition, Hill Murray School, 2625 Larpenteur Avenue**

A. Planning Commission Report

B. Community Design Review Board Report

C. Approval of a Resolution for a Conditional Use Permit Revision

D. Approval of Design Review

DATE: September 3, 2013

Introduction

Larry Wacker, of Sanders Wacker Bergly, representing Hill-Murray School, is proposing to construct tennis courts at the southeast corner of the school property, adjacent to Larpenteur Avenue. The tennis court facility would include eight tennis courts, sidewalks, bleacher seating, a small plaza for staging and gathering and a small storage shed. The tennis courts will not have any lighting. The school does not currently have any tennis courts because of a previous building expansion that removed the courts.

According to the applicant, the proposed location of the facility is the only buildable space on the school property that is large enough to accommodate the courts and is not devoted to other uses. The project design will require minor grading on the adjacent property, now owned by the Harriet Tubman Center. Officials of Hill Murray and Harriet Tubman have met and have agreed on the design of the tennis court project as shown on the attached drawings.

To move forward with this project Mr. Wacker and Hill Murray School is requesting city approval of the following:

1. Revisions to the conditional use permit (CUP). They are proposing changes to the approved plans for the school. The city code requires a CUP for schools.
2. Design approval for tennis courts on the east side of the property. This includes the architectural, site and landscape plans for the project.

Background

August 24, 1992: Council approved a sign size variance for a 99-square-foot wall sign for Hill-Murray. At the time the code allowed 24 square feet.

On April 8, 1996, the city council approved a conditional use permit (CUP) for Hill-Murray to make changes and improvements to their athletic fields. This approval was subject to ten conditions.

On July 14, 1997, the city council reviewed the CUP for Hill-Murray. At this meeting, the council changed Condition 8 of the 1996 approval to read as follows: "Applicant may be required to plant 30 native species of trees for screening between the playing fields and the homes on Knoll Circle, as may be determined at a future hearing on the conditional use permit."

On May 11, 1998, the city council approved a wetland buffer setback variance and a conditional use permit revision for the Hill-Murray athletic facilities. These requests were to update and revise the plans that the city had approved for the school's athletic facilities in 1996 and in 1997 and were subject to several conditions.

On June 28, 1999, the city council approved the following for Hill-Murray High School:

1. Revisions to the conditional use permit (CUP). They proposed several changes to the approved plans for the school. The city code requires a CUP for schools. This approval was for the school to replace and expand the school's main entry, which they have now completed. The school also proposed an expanded parking lot on the east side of the school building.
2. The designs for an addition to the main entry of the school. This included the architectural, site and landscape plans for the project.

On November 13, 2001, the city council approved a CUP revision for the school. This revision was for plans for an addition on the west side of the school that included a chapel and a student entrance.

On August 28, 2006, the city council approved a CUP revision and the project plans for the school. These approvals were so that Hill-Murray could:

1. Put a 31,500-square-foot addition onto the east side of the field house for additional gym and locker room space.
2. Renovate and remodel the interior of the existing athletics building.

Budget Impact

None.

Discussion

Conditional Use Permit Revisions

The proposed tennis court addition meets the findings for a CUP approval and would be compatible with the existing school and the development in the area. None of the proposed changes nor the addition should cause any problems for the city or for the neighbors.

Design Review

Site and Layout Plan

The proposed tennis courts will have roughly a north-south orientation with four sets of bleachers on the east and west sides of the facility. An existing sidewalk will provide a path from the school to the tennis courts and the walk will continue around the perimeter of the facility to each of bleacher sets. A proposed concrete pad on the northeast corner of the site would be for a 12' by 12' wood storage shed. Because of the grading of this site, retaining walls are required on both the east and west sides of the complex. Any retaining walls four feet or over will be required to have a fence as required by code.

Parking Considerations

The school is not proposing an increase in its student population with this project. As such, this project will not create a need for additional parking for the school. However, the removal of 20 parking spaces is needed for the tennis complex. In 2006, the school added these 20 spaces for additional parking but they were not required by city code. The city code requires schools to provide one parking space for every 20 seats in an auditorium. After the removal of the 20 spaces the school will still have 405 parking spaces which far exceeds the code requirements for this site.

Landscaping

Within the project site, there are 40 significant trees. The applicant is proposing to remove 28 significant trees. Because the overall campus is large, the applicant is removing less than 20 percent of the significant trees on site and is only required to replace trees on a one-to-one basis. The code requires 28 trees be planted and the applicant is proposing 30 new deciduous trees.

South of the tennis courts, the applicant is proposing a basin to help meet its stormwater treatment requirements. The applicant has proposed to seed the basin but staff is concerned with the amount of water entering the basin, which would wash away the seeds. Staff recommends the basin be planted with a mix of trees, shrubs and perennials.

Department Comments

Staff engineer Jon Jarosch and the city's natural resources coordinator Ginny Gaynor have both reviewed this proposal and submitted reports. Please refer to the attachments for their reports.

Committee Action

Planning Commission

On August 20, 2013, the planning commission held a public hearing and recommended approval of the proposed CUP revision for the tennis courts.

Community Design Review Board

On August 27, 2013 the community design review board recommended approval of the design plans for the proposed tennis courts.

Recommendations

A. Adopt the attached resolution. This resolution approves revisions for the conditional use permit for Hill Murray School and tennis facilities at 2625 Larpenteur Avenue East. The city bases this approval on the findings required by ordinance. Approval is based on the findings required by the code and subject to the following conditions (deletions are crossed out and additions are underlined):

1. All construction shall follow the plans date-stamped July 29, 2013 as noted below:
 - a. ~~For the athletic fields, follow the plans date-stamped March 6, 1998.~~
 - b. ~~For the school and parking lot addition, follow the plans date-stamped May 19, 1999.~~
 - c. ~~For the chapel addition, follow the plans date-stamped October 1, 2001.~~
 - d. ~~For the field house, follow the plans dated June 28, 2006. These plans shall meet all the conditions and changes required by the city engineering department.~~

The ~~interim~~ director of community development may approve minor changes.

2. The proposed construction for the tennis court complex ~~field house~~ addition must be substantially started within one year of council approval or the permit revision shall end. The council may extend this deadline for one year.
3. The city council shall review this permit annually to monitor the traffic and parking situations related to the use of the athletic fields.
4. Any new lights shall be installed to meet the city code. This requires that they be screened or aimed so they do not cause any light-glare problems on streets or residential properties.
5. Post and maintain signs on the edge of the wetland-protection buffer prohibiting any building, mowing, cutting, filling or dumping within the buffer. Wetland buffer signs in the mowed area shall be placed at the edge of the lawn.
6. That portion of the proposed walking/running path that is within 50 feet of the wetland shall be built with a pervious material.
7. Ensure that all bleachers and dugouts are at least 30 feet from the Sterling Street and Larpenteur Avenue right-of-ways.
8. The city may require the applicant to plant 30 native species of trees for screening between the playing fields and the homes on Knoll Circle, as may be determined at a future hearing on the conditional use permit.

9. The school shall prepare for city approval a turf management plan for the athletic fields. This plan shall include the mowing, watering and fertilizing practices that the school will follow in the care of their athletic fields and grounds. The school shall prepare and follow the plan so the practices will minimize the impact of the storm water run off on the nearby wetlands.
 10. Submit a grading and drainage plan for watershed district approval to provide sedimentation control at the storm water discharge point before it dumps into the south wetland area.
- B. Approve the project plans date-stamped July 29, 2013, (site plan, landscape plan, grading and drainage plans and elevations) for the tennis court complex addition at Hill Murray School at 2625 Larpenteur Avenue. The city bases this approval on the findings required by the code. The developer or contractor shall do the following:
1. Repeat this review in two years if the city has not issued a building permit for this project.
 2. Complete the following before the city issues a building permit:
 - a. Have the city engineer approve final construction and engineering plans. These plans shall include: grading, utility, drainage, erosion control, tree and sidewalk plans. The plans shall meet all the conditions and changes noted in Jon Jarosch's memo dated August 1, 2013 and in Ginny Gaynor's memo dated August 6, 2013.
 - b. Provide the city with a letter of credit or cash escrow for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
 3. Complete the following before occupying the addition:
 - a. Replace property irons that are removed because of this construction.
 - b. Restore and sod damaged turf areas.
 - c. Complete all landscaping for the addition.
 - d. Install and maintain all required trees and landscaping (including the plantings around the pond) and an in-ground sprinkler system for all landscaped areas (code requirement).
 4. If any required work is not done, the city may allow temporary occupancy if:
 - a. The city determines that the work is not essential to the public health, safety or welfare.
 - b. The above-required letter of credit or cash escrow is held by the city for all required exterior improvements. The owner or contractor shall complete any unfinished landscaping by June 1 of the next year if the building is occupied in the fall or winter, or within six weeks of occupancy if the building is occupied in

the spring or summer.

5. All work shall follow the approved plans. The director of community development may approve minor changes.

CITIZENS' COMMENTS

Staff surveyed the owners of properties within 500 feet of the project site. Staff received one positive comment from the Tubman Center.

For:

I have reviewed the Hill Murray Tennis Court proposal received from the City of Maplewood.

As stated in the memorandum from the landscape architects, Tubman representatives have met with Hill-Murray and have agreed on the location and design, and we are in support of Hill-Murray moving ahead with their project. (Christine M. Brinkman, Chief Operating Officer, Tubman)

REFERENCE INFORMATION

Site Description

Site size: 47 acres
Existing land use: Hill-Murray School and athletic fields

Surrounding Land Uses

North: Single dwellings and undeveloped property
South: Larpenteur Avenue and single dwellings
West: Sterling Street, ponds and The Maplewoods Apartments
East: Tubman Center and the St. Paul Priory

Planning:

Land Use Plan designation: I (Institution)
Zoning: R-3 (multiple dwelling residential)

Ordinance Requirements

Section 44-1092(3) requires a CUP for schools.
Section 44-1103(b) requires a CUP to enlarge a use for which a CUP is required.

Criteria for Conditional Use Permit Approval

Section 44-1097(a) states that the city council may approve a CUP, based on nine standards.

Ordinance Requirements

Section 2-290(b) of the city code requires that the community design review board make the following findings to approve plans:

1. That the design and location of the proposed development and its relationship to neighboring, existing or proposed developments, and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood; that it will not unreasonably interfere with the use and enjoyment of neighboring, existing or proposed developments; and that it will not create traffic hazards or congestion.
2. That the design and location of the proposed development is in keeping with the character of the surrounding neighborhood and is not detrimental to the harmonious, orderly and attractive development contemplated by this article and the city's comprehensive municipal plan.
3. That the design and location of the proposed development would provide a desirable environment for its occupants, as well as for its neighbors, and that it is aesthetically of good composition, materials, textures and colors.

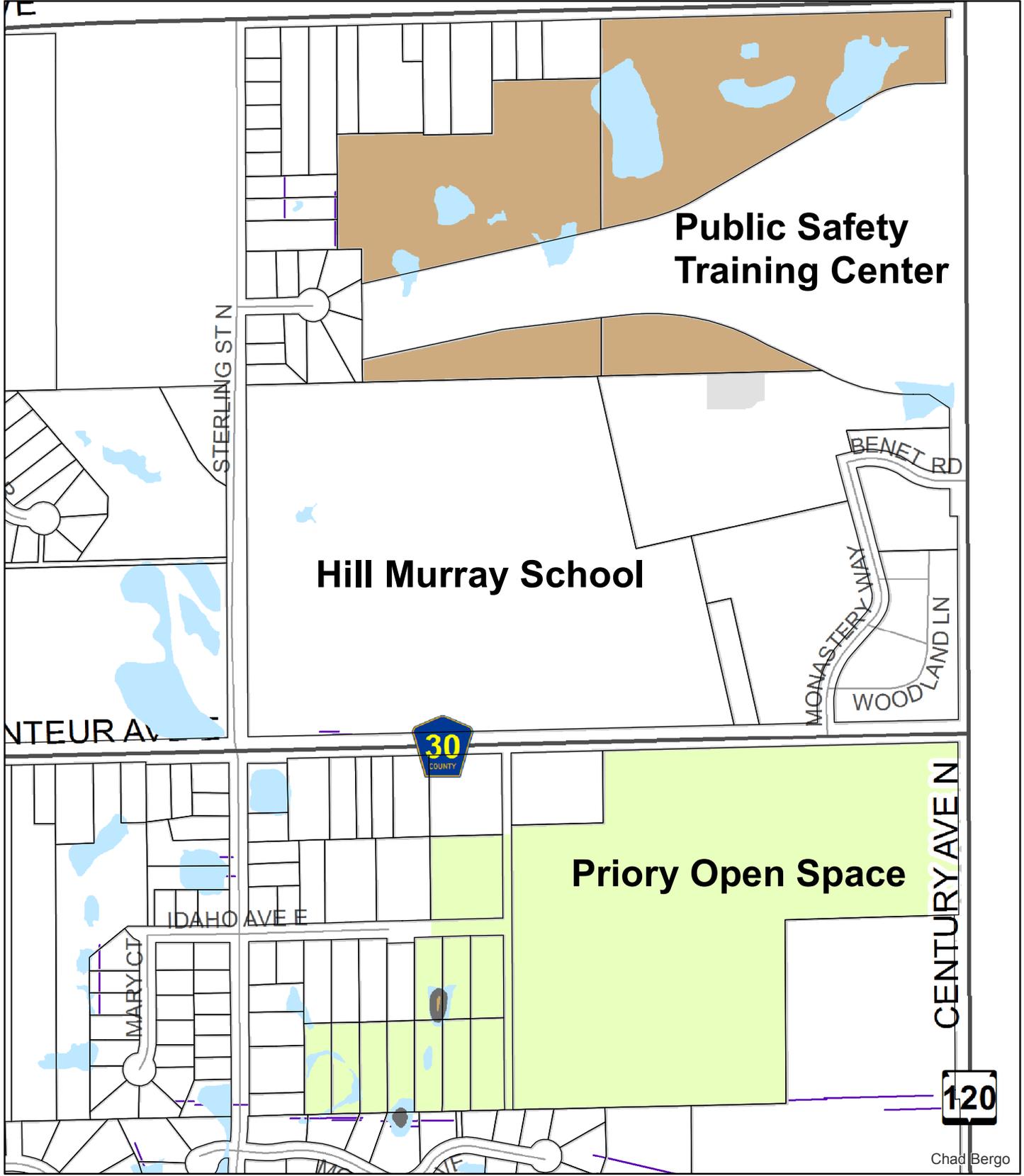
Application Date

The city received the complete applications and plans for this development on July 29, 2013. State law requires that the city take action within 60 days of receiving complete applications for a proposal. As such, city action would normally be required on this proposal by September 27, 2013, unless the city files for or the applicant agrees to a time extension.

Attachments:

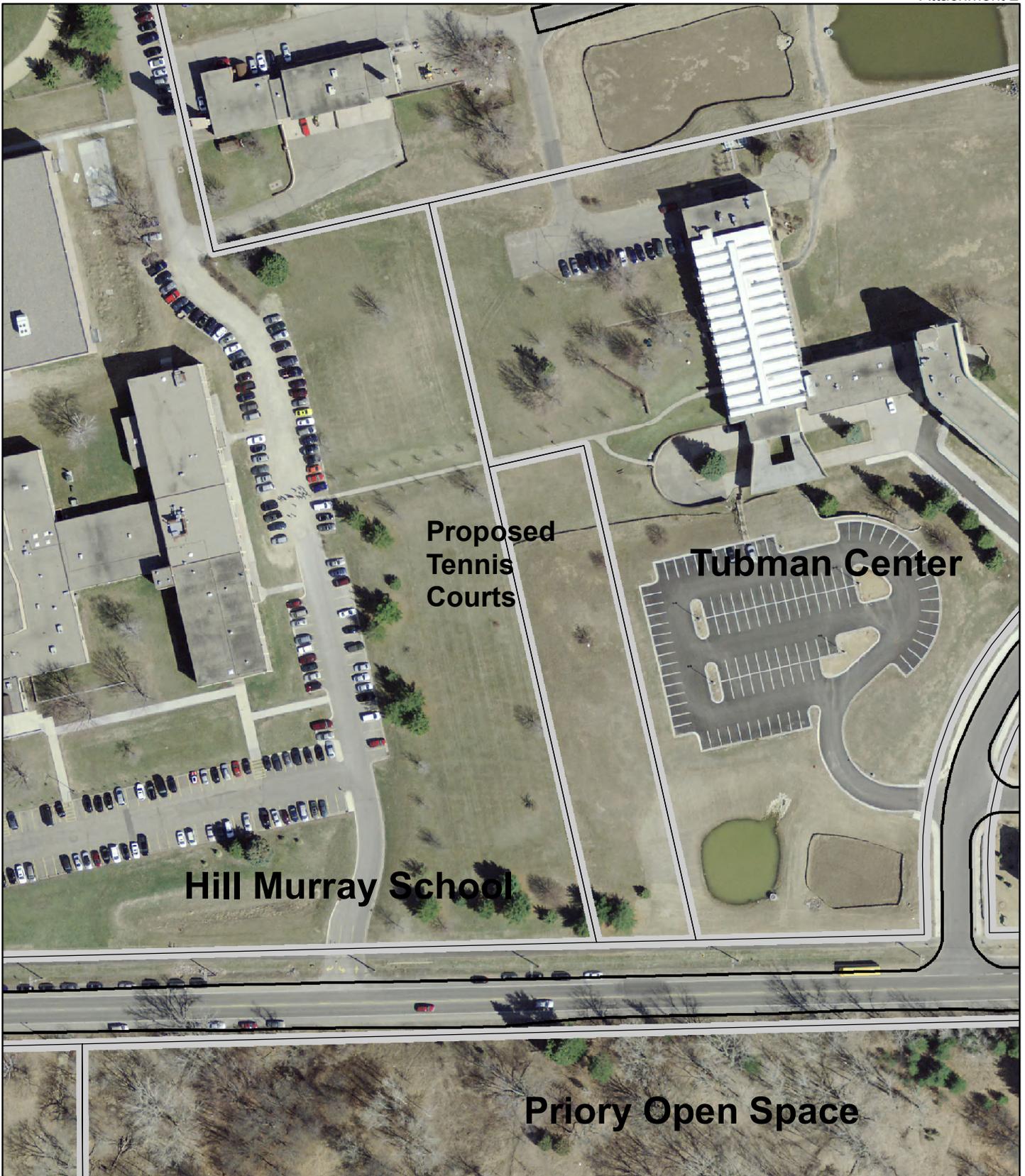
1. Area Map
2. Location Map
3. Land Use Map
4. Zoning Map
5. Project Narrative
6. Proposed Layout Plan
7. Proposed Planting Plan
8. Jon Jarosch Report, dated August 1, 2013
9. Ginny Gaynor Report, dated August 6, 2013
10. Draft Planning Commission Minutes, dated August 20, 2013
11. Draft Community Design Review Board Minutes, dated August 27, 2013
12. Conditional Use Permit Revision Resolution
13. Project Plans (Separate Attachment)

P:\SEC13-29\LARPENTEUR_2625_Hill Murray\CUP Revision_2013



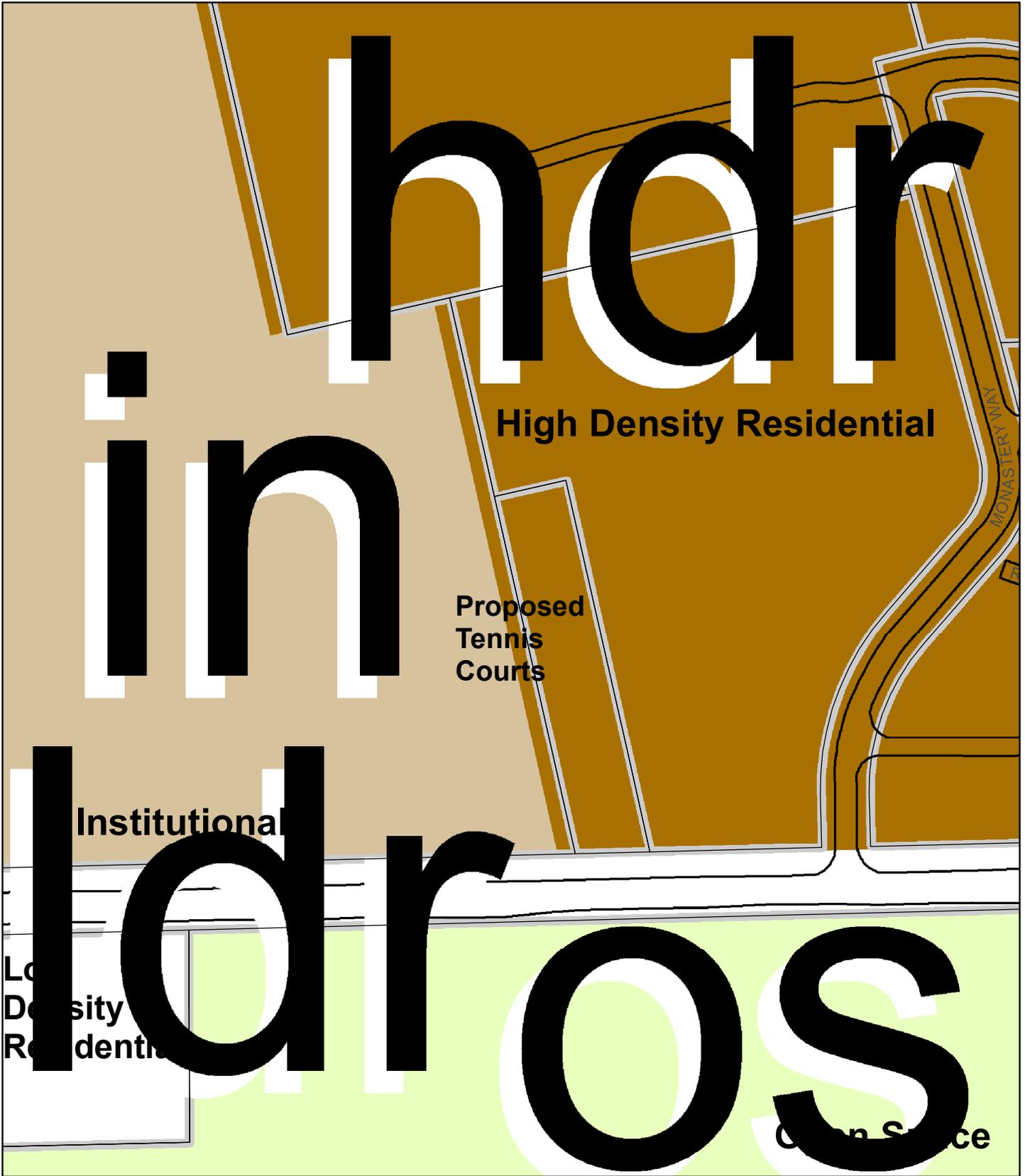
Chad Bergo

Proposed Tennis Court Complex - 2626 Larpenteur Avenue Area Map



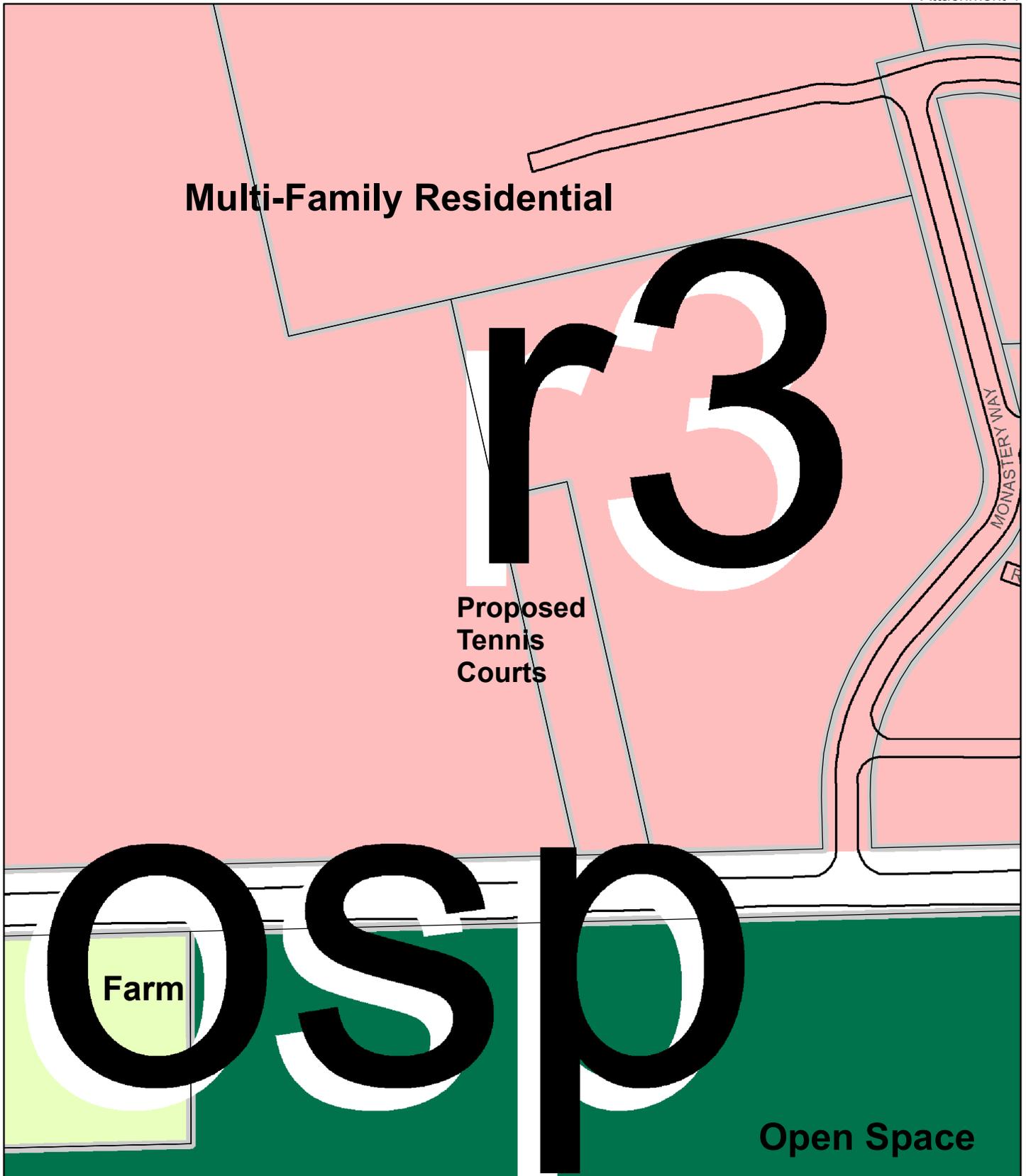
Proposed Tennis Court Complex - 2625 Larpenteur Avenue

Location Map



Proposed Tennis Court Complex - 2625 Larpenteur Avenue

Future Land Use Map



Proposed Tennis Court Complex - 2625 Larpenteur Avenue

Zoning Map



SANDERS WACKER BERGLY - A LOUCKS COMPANY
Landscape Architects And Planners

MEMORANDUM

TO: Michael Martin
FROM: Larry Wacker
SUBJECT: **Conditional Use Amendment Application – Hill-Murray School Tennis Courts**
DATE: July 17, 2013

Hill-Murray School is proposing to construct tennis courts at the southeast corner of the school property, adjacent to Larpenteur Ave., as shown on the attached drawing. The scope of the improvements is planned to include eight tennis courts, walks, bleacher seating, a small plaza for staging and gathering and a small storage shed. Lighting of the courts is not included among planned improvements. The tennis court complex is a use consistent with other athletic facilities on the school site and the project is designed to conform with the City's comprehensive plan and Code of Ordinances. School officials have met with City staff and this application responds to staff comments and direction.

Tennis courts were removed from the campus several years ago to provide space for building expansion. Tennis, however, continues to be an important student activity and the recent transfer of property to the school (approximately 90'x450') from the Monastery east of Hill-Murray and the appropriation of funds have made it possible to restore tennis facilities to the site. Seven or eight courts are currently a common number for high school venues and the eight courts will allow Hill-Murray to host tournament play.

The proposed location of the facility is the only buildable space on the school property that is large enough to accommodate the courts and is not devoted to other uses. The project design will require minor grading on the adjacent property, now owned by the Harriet Tubman Center. Officials of Hill-Murray and Harriet Tubman have met and have agreed on the design of the tennis court project as shown on the attached drawings. There is parking use on the portion of the Harriet Tubman property that immediately adjoins the tennis courts. The Harriet Tubman representatives did not express concerns that the tennis courts would depreciate property value or have other adverse affect on the property or its users.

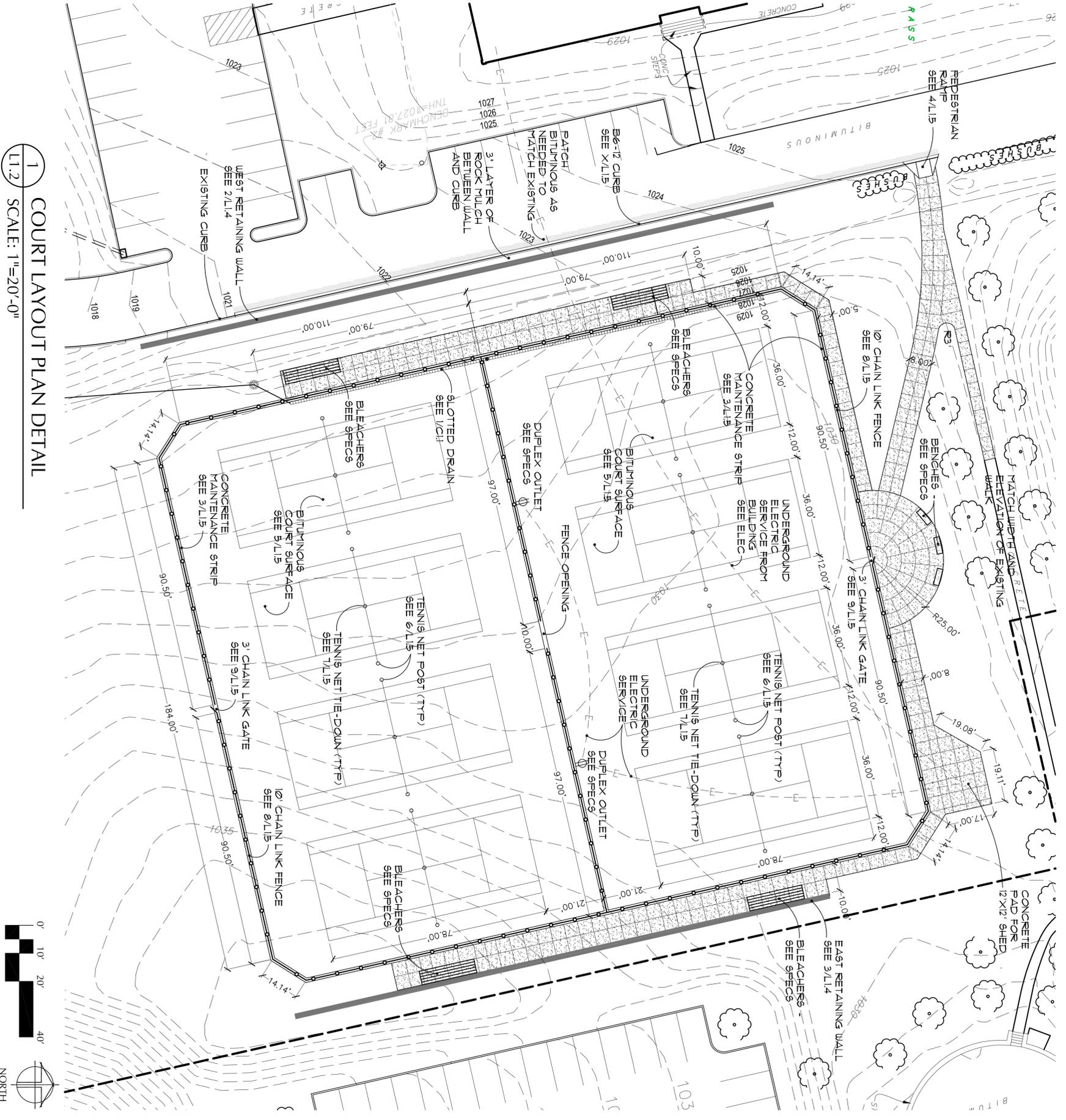
Parking needs generated by the tennis courts will be accommodated by existing parking lots on the Hill-Murray Campus.

The tennis courts will not place additional demands on public facilities or services. The development will lessen traffic on public roads by reducing the number of bus/vehicle trips required to transport players to other venues for practice and play.

The layout and grading of the tennis court complex are designed to minimize the visual impact on the site. The courts are set-back about 170' from the edge of the Larpenteur Ave. pavement and about 135' from the street right-of-way. Existing trees are retained where possible and grading and drainage design conforms with the storm water management objectives of the City and the Watershed District.

365 EAST KELLOGG BOULEVARD - SAINT PAUL MINNESOTA 55101-1411
PHONE: 651-221-0401 FAX: 651-297-6817
VISIT OUR WEBSITE: WWW.SWBINC.COM

P:\1213 - HILL MURRAY TENNIS COURTS\CORRESPONDENCE\NARRATIVE FOR CUP AMENDMENT APPLICATION.DOC



1 COURT LAYOUT PLAN DETAIL
SCALE: 1"=20'-0"

NOTES
1. ELECTRONIC DATA IS AVAILABLE FROM LANDSCAPE ARCHITECT FOR SITE LAYOUT.

LEGEND
--- EXISTING CONTOUR
[Patterned Box] CONCRETE SURFACING - BROOM FINISH SEE 1/L15

NOT FOR CONSTRUCTION
LAYOUT PLAN

Project Name: HILL-MURRAY SCHOOL TENNIS COURT CONSTRUCTION
Maplewood, Minnesota
Owner/Developer: Maplewood, MN

Professional Services: **LOUCKS ASSOCIATES**
Planning • Civil Engineering • Land Surveying
Landscape Architecture • Stormwater

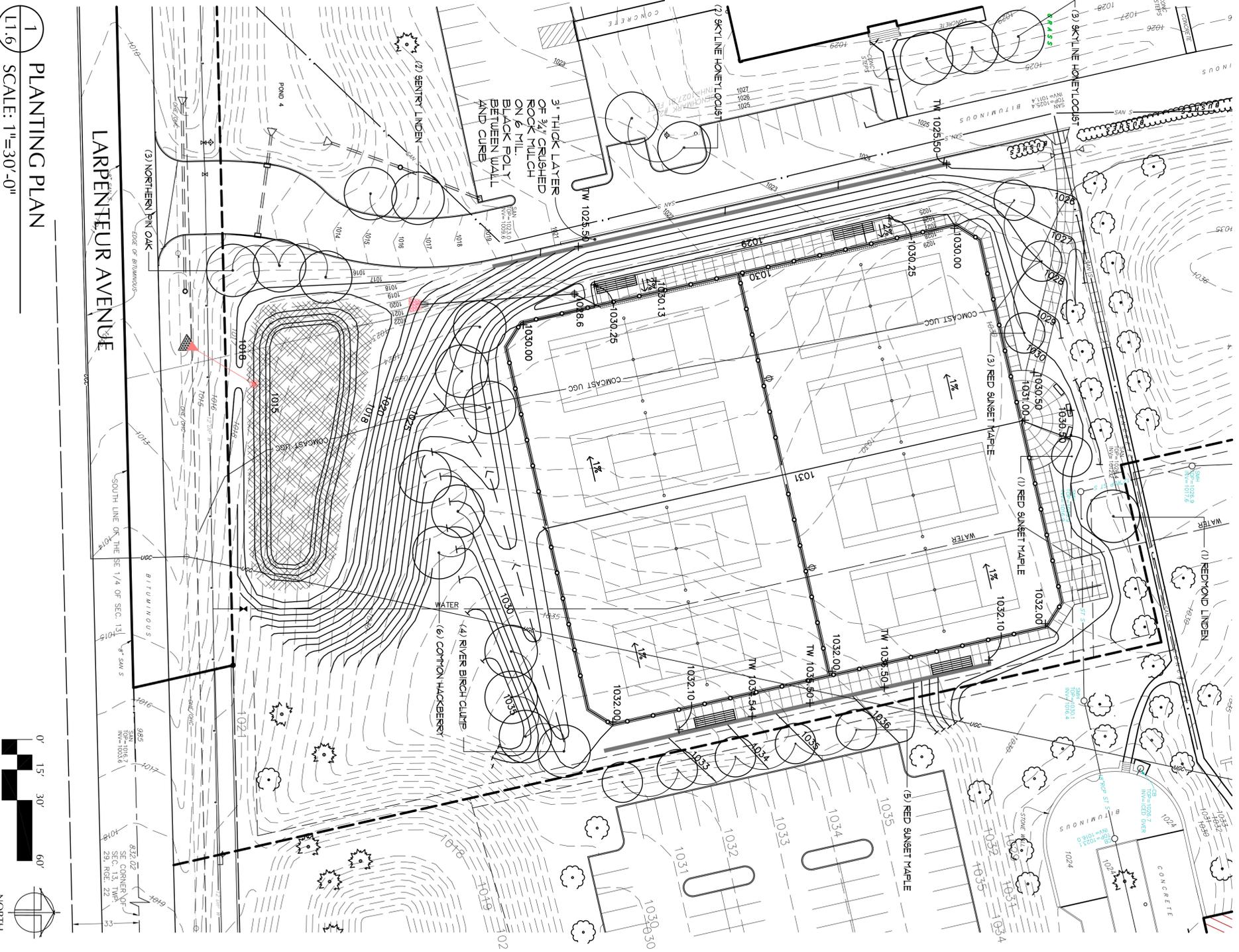
7201 French Lakes Drive, Suite 300
Maplewood, MN 55127
Telephone: (612) 424-5305
www.loucksassociates.com

CADD Qualification:
CAD/CADD was prepared by the Consultant for the project. The user is solely responsible for the project. These CADD files are the property of the Consultant and shall remain confidential. The Consultant shall not be held responsible for the accuracy or completeness of the project. The Consultant shall not be held responsible for the accuracy or completeness of the project. The Consultant shall not be held responsible for the accuracy or completeness of the project.

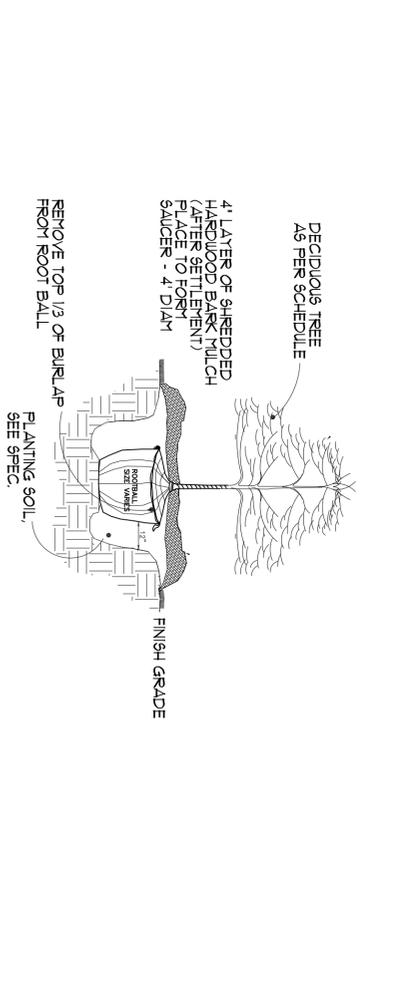
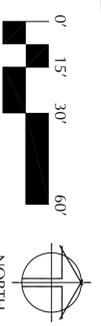
Professional Signature:
I hereby certify that the plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
[Signature]
License No. 12579 Date 7/10/13

Quality Control: CAI
Project Lead: LW
Checked By: LW Review Date: 7/10/13
Sheet Index:

Project No.: 13070.0B
Sheet No.: L1.2



1 PLANTING PLAN
L1.6 SCALE: 1"=30'-0"



NOTES:

- PROVIDE AND INSTALL PLANT MATERIALS THAT MEET SPECIFICATIONS AND ARE OF THE SIZE TYPE, AND SPECIES GIVEN IN PLANT SCHEDULE.
- REMOVE DEAD OR DAMAGED BRANCHES. RETAIN THE NATURAL FORM OF THE TREE.
- DO NOT CUT THE LEADER
- PLACE WEED BARRIER DIG PLANT HOLES 12" MIN. LARGER THAN BALL. ALL SIDES. BACK FILL WITH PLANTING SOIL - SEE SPEC. SCARIFY BOTTOM OF PLANTING HOLE. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- PLANTING DEPTH: DETERMINE THE NATURAL ROOT FLARE OF THE TREE. IF THE TREE WAS DELIVERED WITH EXCESS SOIL ABOVE THE ROOT FLARE, CAREFULLY REMOVE THE EXCESS SOIL. PLANT THE TREE AT, OR SLIGHTLY HIGHER THAN THE ROOT FLARE. KEEP MULCH 1" TO 2" AWAY FROM THE TRUNK
- IN CASE OF ANY DISCREPANCIES BETWEEN THIS DETAIL, PLANS OR SPECIFICATIONS, THE SPECIFICATION SHALL GOVERN.

2 TREE PLANTING DETAIL
L1.6

PLANTING NOTES

- THE PLANT LIST ON SHEET L1.6 SHALL TAKE PRECEDENCE OVER THE PLAN IN THE EVENT OF A DISCREPANCY.
- SEED ALL EXISTING LAWN AREAS DISTURBED BY CONSTRUCTION ACTIVITY WITH TURF SEED MIX A UNLESS OTHERWISE NOTED ON PLANTING PLAN.
- LOWER BRANCHING ON SHADE TREES MUST BEGIN AT A HEIGHT OF 6'
- LANDSCAPE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION AND PLANTING ACTIVITIES WITH GENERAL CONTRACTOR
- CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY SOIL OR WATER CONCERNS WHICH BECOME APPARENT AFTER DIGGING HOLES FOR PLANTING.
- EXISTING UTILITIES - CONTRACTOR SHALL VERIFY ALL UTILITIES IN THE FIELD BEFORE ANY EXCAVATION FOR PLANTING. HAND DIGGING MAY BE NECESSARY.

PLANT LIST

QTY	COMMON NAME	BOTANICAL NAME	SIZE	COMMENTS
TREES				
9	RED SUNSET MAPLE	Acer rubrum 'Frankred'	2-1/2" CAL.	
6	COMMON HACKBERRY	Celtis occidentalis	2-1/2" CAL.	
4	RIVER BIRCH CLUMP	Betula nigra (clump)	8" B.B.	
1	REDYOND LINDEN	Tilia americana 'Redford'	2-1/2" CAL.	
5	SKYLINE HONEYLOCUST	Gleditsia triacanthos 'nemris 'Sycoble'	2-1/2" CAL.	
2	SENTRY LINDEN	Tilia americana 'TICKSentry'	2-1/2" CAL.	
3	NORTHERN PIN OAK	Quercus allopoidalis	2-1/2" CAL.	

LEGEND



Project Name: HILL-MURRAY SCHOOL TENNIS COURT CONSTRUCTION
Maplewood, Minnesota
Maplewood, MN

Professional Services: **LOUCKS ASSOCIATES**
Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental

7200 FREDRICK LANE, SUITE 300
MAPLEWOOD, MN 55127
Telephone: (612) 424-5305
www.loucksassociates.com

Submitter: L1.6 L1
Date: 12/5/79

Professional Signature: *[Signature]*
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.
License No.: 125279
Date: 7/10/13

Quality Control: CAI
Project Lead: LW
Checked By: LW
Sheet Index:

NOT FOR CONSTRUCTION

Project No.: 13070.0B
Sheet No.: L1.6

Engineering Plan Review

PROJECT: Hill Murray Tennis Courts
PROJECT NO: 13-08
COMMENTS BY: Jon Jarosch, P.E. – Staff Engineer

DATE: 8-1-2013

PLAN SET: Preliminary Plans dated 7-10-2013

REPORTS: Storm Water Management Report dated 7-10-2013

Hill Murray is proposing to construct a tennis court facility at the south east corner of its property. The proposed court area currently consists of a grassy hillside. Due to the addition of impervious surfaces in excess of 5,000 square-feet, the applicant is required to meet the City's storm water quality and rate control requirements. The plans as proposed do not appear to meet these requirements and will need to be modified as further detailed below.

The applicant is requesting design review. This review does not constitute a final review of the plans as the applicant will need to submit construction documents for final review, along with ratified agreements, prior to issuing building and grading permits. The following are engineering review comments, and act as conditions prior to issuing demolition, grading, sewer, or building permits.

Drainage and Stormwater Management

- 1) It appears from the hydraulic calculations submitted that the proposed storm sewer system and infiltration basin does not meet the City's rate control requirements. The system shall be modified to meet the City's requirements.
- 2) The pipe between CBMH-2 and the infiltration basin is shown to have flow velocities in excess of 10 feet per second. Flow velocities such as this are likely to cause erosion at the outlet. This pipe run shall be modified to slow the flow velocity. A drop structure is advised before the pipe outlets into the infiltration basin.
- 3) A high water level and emergency overflow shall be shown on the plans for the both the infiltration basin and the basin surrounding CBMH-2. The overflows will need to have proper stabilization.
- 4) Energy dissipation (rip-rap, etc.) shall be extended to the basin bottom from the pipe discharging into the infiltration basin. A drop structure and pipe extending to the basin bottom is recommended.

- 5) The maximum depth of infiltration basins is 2-feet per the City's Stormwater Standards. The infiltration basin shall be revised to reflect this requirement.
- 6) Soils information shall be submitted providing support for the infiltration rates utilized in the hydraulic calculations. The soil boring utilized for the basins infiltration rate shall be taken within the basins footprint.
- 7) It appears that over double the required infiltration volume has been provided. It is recommended that drain-tile be installed beneath the basin to ensure the basin draws down. Adding drain-tile would result in the basin being considered a filtration basin, receiving a 70% credit for volume reduction. The basin would still meet the volume reduction requirements with this reduced volume credit.
- 8) Submit specifications and sequencing for the proposed storm sewer and infiltration basin construction such that impacts to the basin bottom do not affect the infiltration capability of the soils.
- 9) The applicant should consider connecting the infiltration basin overflow pipe to the existing catch-basin near the entrance drive.
- 10) The applicant shall ensure that the inlet capacity of the slot drain system is adequate for the area draining to it.
- 11) It appears that an existing storm sewer pipe crossing the entrance drive is to be removed. Please call this out on the plans.

Grading and Erosion Control

- 12) It appears that retaining walls are proposed in excess of 4-feet in height. As such, these retaining walls shall be designed and certified by an engineer licensed in the state of Minnesota. Likewise, a fence is required along the portions of the wall 4-feet in height or taller.
- 13) Due to the steep slopes and high potential for erosion, all disturbed areas shall be stabilized immediately after final grading. Steep slopes should be broken into shorter runs through the use of silt fence, bio-rolls, or other methods of erosion control. This is crucial in the infiltration basin area to prevent sedimentation.
- 14) All emergency overflows shall be adequately stabilized.
- 15) There is a high potential for erosion off of the northeast corner of the tennis courts. The applicant shall ensure that this area is adequately stabilized.

- 16) Silt fence, bio-rolls, etc. shall be installed at the limits of grading along the north and west sides of the site.
- 17) Infiltration basins shall be protected from erosion and sedimentation throughout construction.
- 18) Inlet protection devices shall be installed on the existing storm sewer in the entrance drive area as well as all proposed storm sewer. These inlet protection devices shall be noted on the plans.
- 19) Larpenteur Avenue and the entrance drive area shall be swept as needed to keep the road clear of sediment and construction debris.
- 20) All pedestrian facilities shall be ADA compliant.
- 21) A right-of-entry or agreement shall be obtained from the adjacent property to perform the grading work shown on the plans east of the tennis courts. A copy of this document shall be submitted to the City prior to the issuance of grading permits.
- 22) It appears that a significant amount of cover (7-feet) is proposed to be removed over the existing water service. The applicant shall submit plans and specifications to Saint Paul Regional Water Services (SPRWS) for review. The applicant shall meet all requirements of SPRWS prior to the issuance of a grading permit. A copy of their approval shall be submitted to the City of Maplewood.

Other

- 23) All civil plans shall be signed and dated by an engineer currently licensed in the state of Minnesota.
- 24) The developer shall submit a copy of the MPCA's construction stormwater permit (SWPPP) to the city before the city will issue a grading permit for this project.
- 25) The Owner shall satisfy all requirements of all permitting and reviewing agencies including, but not limited to, the MPCA, SPRWS, and RWMWD.
- 26) The Owner shall sign a maintenance agreement, prepared by the City, for all stormwater treatment devices (sumps, basins, infiltration basins, etc.).

Infiltration Basin Planting Review

Project: Hill Murray School Tennis Court Construction

Date of Plans: July 10, 2013

Date of Review: August 6, 2013

Location: 2625 Larpenteur Avenue

Reviewer: Ginny Gaynor, Natural Resources Coordinator
(651) 249-2416, virginia.gaynor@ci.maplewood.mn.us

The proposal calls for seeding the infiltration with Seed Mix B. Due to the volume and rate of water entering the basin, seeding is not appropriate. The seed would be washed away and will not establish. Rather than seeding, the basin should be planted with trees, shrubs, and/or perennials.

Please submit a landscape plan for the basin that shows the planting design and includes species, quantities, and container size.

City staff is happy to answer any questions you have on planting design. If planting costs are an issue, you may want to consider having students plant the basins. Our staff has done numerous plantings with students and can share ideas on that with you as well.

DRAFT
MINUTES OF THE MAPLEWOOD PLANNING COMMISSION
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, AUGUST 20, 2013

5. PUBLIC HEARING

b. 7:00 p.m. or later: Conditional Use Permit Revision for the New Tennis Courts at Hill Murray High School, 2625 Larpenteur Avenue.

- i. Senior Planner, Tom Ekstrand gave the report and answered questions of the commission.
- ii. Maplewood Civil Engineer, Jon Jarosch, answered questions of the commission.
- iii. Director of Facilities and Enrollment, Hill Murray School, Bill Schafhauser and architect Larry Wacker addressed and answered questions of the commission.

Acting Chairperson Arbuckle opened the public hearing

Nobody came forward to address the commission for the public hearing.

Acting Chairperson Arbuckle closed the public hearing.

Commissioner Tripler moved to approve the resolution in the staff report. This resolution approves revisions for the conditional use permit for Hill Murray School and tennis facilities at 2625 Larpenteur Avenue East. The city bases this approval on the findings required by ordinance. Approval is based on the findings required by the code and subject to the following conditions (deletions are crossed out and additions are underlined):

1. All construction shall follow the plans date-stamped July 29, 2013 ~~as noted below:~~
 - a. ~~For the athletic fields, follow the plans date-stamped March 6, 1998.~~
 - b. ~~For the school and parking lot addition, follow the plans date-stamped May 19, 1989.~~
 - c. ~~For the chapel addition, follow the plans date-stamped October 1, 2001.~~
 - d. ~~For the field house, follow the plans dated June 28, 2006. These plans shall meet all the conditions and changes required by the city engineering department.~~

The ~~interim~~ director of community development may approve minor changes.

2. The proposed construction for the tennis court complex field house addition must be substantially started within one year of council approval or the permit revision shall end. The council may extend this deadline for one year.
3. The city council shall review this permit annually to monitor the traffic and the parking situations related to the use of the athletic fields.

4. Any new lights shall be installed to meet the city code. This requires that they be screened or aimed so they do not cause any light-glare problems on streets or residential properties.
5. Post and maintain signs on the edge of the wetland-protection buffer prohibiting any building, mowing, cutting, filling or dumping within the buffer. Wetland buffer signs in the mowed area shall be placed at the edge of the lawn.
6. That portion of the proposed waling/running path that is within 50 feet of the wetland shall be built with a pervious material.
7. Ensure that all bleachers and dugouts are at least 30 feet from the Sterling Street and Larpenteur Avenue right-of-ways.
8. The city may require the applicant to plant 30 native species of trees for screening between the playing fields and the homes on Knoll Circle, as may be determined at a future hearing on the conditional use permit.
9. The school shall prepare for city approval a turf management plan for the athletic fields. This plan shall include the mowing, watering and fertilizing practices that the school will follow in the care of their athletic fields and grounds. The school shall prepare and follow the plan so the practices will minimize the impact of the storm water runoff on the nearby wetlands.
10. Submit a grading and drainage plan for watershed district approval to provide sedimentation control at the storm water discharge point before it dumps into the south wetland area.

Seconded by Commissioner Ige.

Ayes – All

The motion passed.

DRAFT
MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, AUGUST 27, 2013

6. DESIGN REVIEW

b. Approval of Design Review for Tennis Court Addition, Hill Murray School, 2625 Larpenteur Avenue

- i. Planner, Mike Martin gave the report and answered questions of the board.
- ii. Larry Wacker, with Sanders Wacker Bergly, representing Hill Murray addressed and answered questions of the board and gave a brief presentation.

Boardmember Shankar moved to approve the project plans date-stamped July 29, 2013, (site plan, landscape plan, grading and drainage plans and elevations) for the tennis court complex addition at Hill Murray School at 2625 Larpenteur Avenue. The city bases this approval on the findings required by the code. The developer or contractor shall do the following:

1. Repeat this review in two years if the city has not issued a building permit for this project.
2. Complete the following before the city issues a building permit:
 - a. Have the city engineer approve final construction and engineering plans. These plans shall include: grading, utility, drainage, erosion control, tree and sidewalk plans. The plans shall meet all the conditions and changes noted in Jon Jarosch's memo dated August 1, 2013, and in Ginny Gaynor's memo dated August 6, 2013.
 - b. Provide the city with a letter of credit or cash escrow for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
3. Complete the following before occupying the addition:
 - a. Replace property irons that are removed because of this construction.
 - b. Restore and sod damaged turf areas.
 - c. Complete all landscaping for the addition.
 - d. Install and maintain all required trees and landscaping (including the plantings around the pond) and an in-ground sprinkler system for all landscaped areas (code requirement).
4. If any required work is not done, the city may allow temporary occupancy if:
 - a. The city determines that the work is not essential to the public health, safety or welfare.

- b. The above-required letter of credit or cash escrow is held by the city for all required exterior improvements. The owner or contractor shall complete any unfinished landscaping by June 1 of the next year if the building is occupied in the fall or winter or within six weeks of occupancy if the building is occupied in the spring or summer.
5. All work shall follow the approved plans. The director of community development may approve minor changes.

Seconded by Boardmember Lamers.

Ayes – All

The motion passed.

CONDITIONAL USE PERMIT REVISION RESOLUTION

WHEREAS, Hill-Murray School requested that the city revise their existing conditional use permit for a school and athletic facilities.

WHEREAS, this permit applies to the property at 2625 Larpenteur Avenue East. The legal description is:

Part of the S ½ of the SE ¼ of S 13, T 29N, R22W, Ramsey County, MN (PIN 13-29-22-43-0002)

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

1. On August 20, 2013 the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave persons at the hearing a chance to speak and present written statements. The commission also considered reports and recommendations of the city staff. The planning commission recommended that the city council _____ the conditional use permit.
2. On September 9, 2013, the city council discussed the proposed conditional use permit revision. They considered reports and recommendations from the planning commission and city staff.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and 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 based on the findings required by the code and subject to the following conditions (deletions are crossed out and additions are underlined):

1. All construction shall follow the plans date-stamped July 29, 2013 as ~~noted below~~:
 - ~~a. For the athletic fields, follow the plans date-stamped March 6, 1998.~~
 - ~~b. For the school and parking lot addition, follow the plans date-stamped May 19, 1999.~~
 - e. For the chapel addition, follow the plans ~~date-stamped October 1, 2001.~~
 - f. For the field house, follow the plans dated June 28, 2006. These plans shall meet all the conditions and changes required by the city engineering department.

The ~~interim~~ director of community development may approve minor changes.

2. The proposed construction for the tennis court complex ~~field house~~ addition must be substantially started within one year of council approval or the permit revision shall end. The council may extend this deadline for one year.
3. The city council shall review this permit annually to monitor the traffic and parking situations related to the use of the athletic fields.
4. Any new lights shall be installed to meet the city code. This requires that they be screened or aimed so they do not cause any light-glare problems on streets or residential properties.
5. Post and maintain signs on the edge of the wetland-protection buffer prohibiting any building, mowing, cutting, filling or dumping within the buffer. Wetland buffer signs in the mowed area shall be placed at the edge of the lawn.
6. That portion of the proposed walking/running path that is within 50 feet of the wetland shall be built with a pervious material.
7. Ensure that all bleachers and dugouts are at least 30 feet from the Sterling Street and Larpenteur Avenue right-of-ways.
8. The city may require the applicant to plant 30 native species of trees for screening between the playing fields and the homes on Knoll Circle, as may be determined at a future hearing on the conditional use permit.
9. The school shall prepare for city approval a turf management plan for the athletic fields. This plan shall include the mowing, watering and fertilizing practices that the school will follow in the care of their athletic fields and grounds. The school shall prepare and follow the plan so the practices will minimize the impact of the storm water run off on the nearby wetlands.

10. Submit a grading and drainage plan for watershed district approval to provide sedimentation control at the storm water discharge point before it dumps into the south wetland area.

The Maplewood City Council _____ this resolution on September 9, 2013.

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Michael Martin, AICP, Planner
Melinda Coleman, Assistant City Manager

SUBJECT: **Approval of Design Review and a Parking Waiver for a Research Building, 3M Company, McKnight Road and Conway Avenue**
A. Community Design Review Board Report
B. Approval of Design Review
C. Approval of Parking Waiver

DATE: September 3, 2013

Introduction

3M Company is requesting approval of a parking waiver and site and architectural plans for a proposed lab and office building to be located on the northeast corner of McKnight Road and Conway Avenue. The building would be five stories and have 400,000 square feet of lab and office space.

Background

April 29, 2013, the city council approved a resolution approving the findings of fact, conclusions and record of decision for the 3M Company Research and Development Building Environmental Assessments Worksheet.

June 28, 2013, city staff approved a minor lot division which divides the site for the proposed research building from the rest of the 3M campus. This approval also creates a separate legal parcel for the proposed city fire station to the north.

July 22, 2013, the city council approved a tax increment financing plan for the building of the new lab and office building.

Discussion

Site Plan

The parking lot will be constructed at least 60 feet from the McKnight Road and Conway Avenue right-of-ways (15 feet is required by code). The parking spaces will be designed to face northwest/southeast, which will help to reduce headlight glare onto the residential properties across McKnight Road. At its closest point, the building will be more than 400 feet from the nearest residential home on the west side of McKnight Road.

Architectural Design

The proposed building would be a five-story, 400,000 square foot structure. Access to the site will be from Conway Avenue, 5th Street and R Avenue. A loading dock will be incorporated on the east side of the building. The main entrance to the building will be on the second floor.

The building is shaped in two wings, with the north wing taking advantage of its proximity to 3M Lake and the east wing tying the building to the rest of the 3M campus. The proposed building would be designed to reflect the high-tech work that is to be done within the building. The glass curtain wall will have an alternating pattern of vision, spandrel and tinted panes. The end of each wing will take on the color of brick to match most of the surrounding 3M buildings.

Parking Waiver

City code would require 2,000 parking spaces for this site – one space per 200 square feet of building space. The applicant is proposing to install 580 spaces and is asking for a waiver of the remaining, required 1,420 parking spaces. The employee parking spaces would be 9 feet by 18 feet in size and drive aisles would be 24 feet wide as stipulated by code.

The city's parking code is set up for a standalone office building. The proposed building will be built within a large corporate campus, which the city's parking code does not account for. 3M has indicated most of the employees working within the building will be relocated from other areas of the Maplewood campus meaning there should not be a huge increase in parking demand. 3M does not have a history of parking shortages so staff is comfortable with the parking waiver that is being requested.

Trash Storage

Trash storage would be inside the building. If trash would be stored outdoors, the applicant would need to provide an architecturally-compatible enclosure to store trash containers.

Site Lighting

The proposed light intensity plan does not exceed .4 footcandles at property lines.

Landscaping

The landscaping is extensive and attractive around the building and within the parking lot and would complement the rest of the 3M campus. A row of trees and bushes along McKnight Road are in the right-of way and will remain, which helps provide screening to the homes across the street.

Shoreland and Wetland Districts

The entire site is located within the Shoreland Overlay District of 3M Lake. 3M Lake is a Class I water. The City's Shoreland Ordinance allows for a maximum of 50 percent impervious surface coverage for a lot located within this District, and up to 70 percent impervious surface coverage with bonuses. Earlier this summer, the city approved a lot division to create a separate legal parcel for this building. Using this new parcel, the site will be below the 50 percent impervious threshold. If this 50 percent is exceeded, the city engineer shall determine whether bonuses are allowed based on the installation and maintenance of manmade facilities for reducing

stormwater flow or the treatment of runoff for non-point-source water pollutants.

3M Lake is classified as a Manage B wetland in the city's wetland ordinance. The wetland ordinance requires a 75-foot buffer from a Manage B wetland. A site is exempt from this requirement if it is separated from the wetland by an existing road. The 3M site is separated from the wetland by one of 3M's private roads, R Avenue. No grading is proposed on the north side of R Avenue, adjacent the wetland.

Tree Preservation

The applicant's tree survey dated February 25, 2013, shows several hundred significant trees located on the site. The applicant's tree survey dated August 26, 2013, shows 203 significant trees (1,586 caliper inches) located on the site. There are two specimen trees located on the northwest corner of the property on top of a hill (two 30-inch diameter oak trees). The applicant's planting schedule dated April 1, 2013, gives the size and species of replacement trees, and the overall quantity of shade, ornamental, and evergreen trees, but it does not specify how many of each tree species. In order to determine if the site meets the tree replacement requirements, the city will need the number of each tree species being replaced on the site.

Roof-Equipment Screening

Any roof-top mechanical equipment must be screened if it is visible to neighboring residents west of McKnight Road.

Signs

There is a comprehensive sign plan for the 3M campus. No signs were submitted as part of the approval process. If the applicant proposes any signs in the future they will need to submit for review at a later time.

Department Comments

Engineering Comments

Refer to the attached Engineering Plan Review by Michael Thompson, public works director/city engineer, dated August 13, 2013.

Environmental Comments

Refer to the attached environmental review by Shann Finwall, environmental planner, dated August 28, 2013.

Building Official's Comments

Dave Fisher, Maplewood's Building Official, gave the following comments:

The 3M Research Building is required to meet the State building code. The Design Professionals are required to be licensed with the State of Minnesota.

Police Comments

Lieutenant Richard Doblak reviewed this proposal and had the following comments:

Construction site thefts and burglaries are a large business affecting many large construction projects throughout the Twin Cities metro area. The contractor/developer should be encouraged to plan and provide for site security during the construction process. On-site security, alarm systems, and any other appropriate security measures, would be highly encouraged to deter and report theft and suspicious activity incidents in a timely manner.

Fire Marshal

Butch Gervais, assistant fire chief/fire marshal, reviewed the proposal and requires the following be provided:

The applicant is required to follow all state and local fire codes

Budget Impact

None

Committee ActionCommunity Design Review Board

On August 27, 2013 the community design review board recommended approval of the design plans for the new research building at 3M, but added a condition requiring the applicant submit glass color and a revised parking site plan for staff approval.

Recommendation

- A. Approve the plans date-stamped August 12, 2013, for the proposed 3M Company Research Building. Approval is based on the findings for approval required by ordinance and subject to the developer doing the following:
1. Repeat this review in two years if the applicant has not obtained a building permit by that time. After two years this review must be repeated.
 2. Comply with the requirements in the Engineering Plan Review by Michael Thompson, the Environmental Plan Review by Shann Finwall and those of the Assistant Fire Chief, Building Official and Lieutenant Doblak.
 3. Submit a revised landscape plan for staff approval for additional landscaping along Conway Avenue and McKnight Road.
 4. Before obtaining a building permit, the applicant shall provide an irrevocable letter of credit in the amount of 150 percent of the cost of completing landscaping and other site improvements. This irrevocable letter of credit shall include the following provisions:

- The letter of credit must clearly indicate that it is an irrevocable letter of credit in the name of the City of Maplewood, payable on demand, to assure compliance with the terms of the developer's agreement.
 - The letter of credit must allow for partial withdrawals as needed to guarantee partial project payments covered under the terms of the letter of credit.
 - The letter of credit shall be for a one-year duration and must have a condition indicating automatic renewal, with notification to the city a minimum of 60 days prior to its expiration.
5. All landscaped areas shall have a lawn-irrigation system installed, except for those areas proposed to be left natural. The applicant must, however, make sure to use hoses and sprinklers until turf, plant and tree growth is established.
 6. If outdoor trash storage is used in the future, the applicant shall provide a screening enclosure that is compatible in design with the building.
 7. Any proposed signs shall comply with the comprehensive sign plan and shall be submitted for approval by the community design review board.
 8. The applicant must submit a summary of how the site is meeting the city's volume reduction requirements in order to qualify for the 11 percent impervious surface area bonus. The bonus shall be approved by the city engineer based on the installation and maintenance of manmade facilities for reducing stormwater flow or the treatment of runoff for non-point-source water pollutants.
 9. The applicant must submit the following information in order to determine if the site meets the city's tree preservation ordinance:
 - a. Tree inventory which includes all significant trees located on the site (not just the developed area) and the size and number of significant trees removed with the development.
 - b. Planting schedule which shows the tree species, tree size, and number of each species being replaced on the site.
 10. All work shall follow the approved plans. Staff may approve minor changes.
 11. Submit for staff approval, the color chosen for glass wall and a site plan indicating any visitor parking, if provided.
- B. Approve a parking waiver to allow for 580 surface parking spaces. The parking spaces shall be at least 9.5 feet in width. This is a parking reduction of 1,420 parking spaces (2,000 parking spaces are required per city code).

REFERENCE INFORMATION

SITE DESCRIPTION

Site size: 17.5 acres
Existing Use: Vacant property

SURROUNDING LAND USES

North: Vacant property and 3M Lake
South: 3M Campus
East: 3M Campus
West: McKnight Road and single-family homes in Saint Paul

PLANNING

Land Use Plan: I (Industrial)
Zoning: M1 (Light Manufacturing)

CRITERIA FOR APPROVAL

Design Review

Section 2-290 of the city code requires that the community design review board make the following findings to approve plans:

1. That the design and location of the proposed development and its relationship to neighboring, existing or proposed developments, and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood; that it will not unreasonably interfere with the use and enjoyment of neighboring, existing or proposed developments; and that it will not create traffic hazards or congestion.
2. That the design and location of the proposed development is in keeping with the character of the surrounding neighborhood and is not detrimental to the harmonious, orderly and attractive development contemplated by this article and the city's comprehensive municipal plan.
3. That the design and location of the proposed development would provide a desirable environment for its occupants, as well as for its neighbors, and that it is aesthetically of good composition, materials, textures and colors.

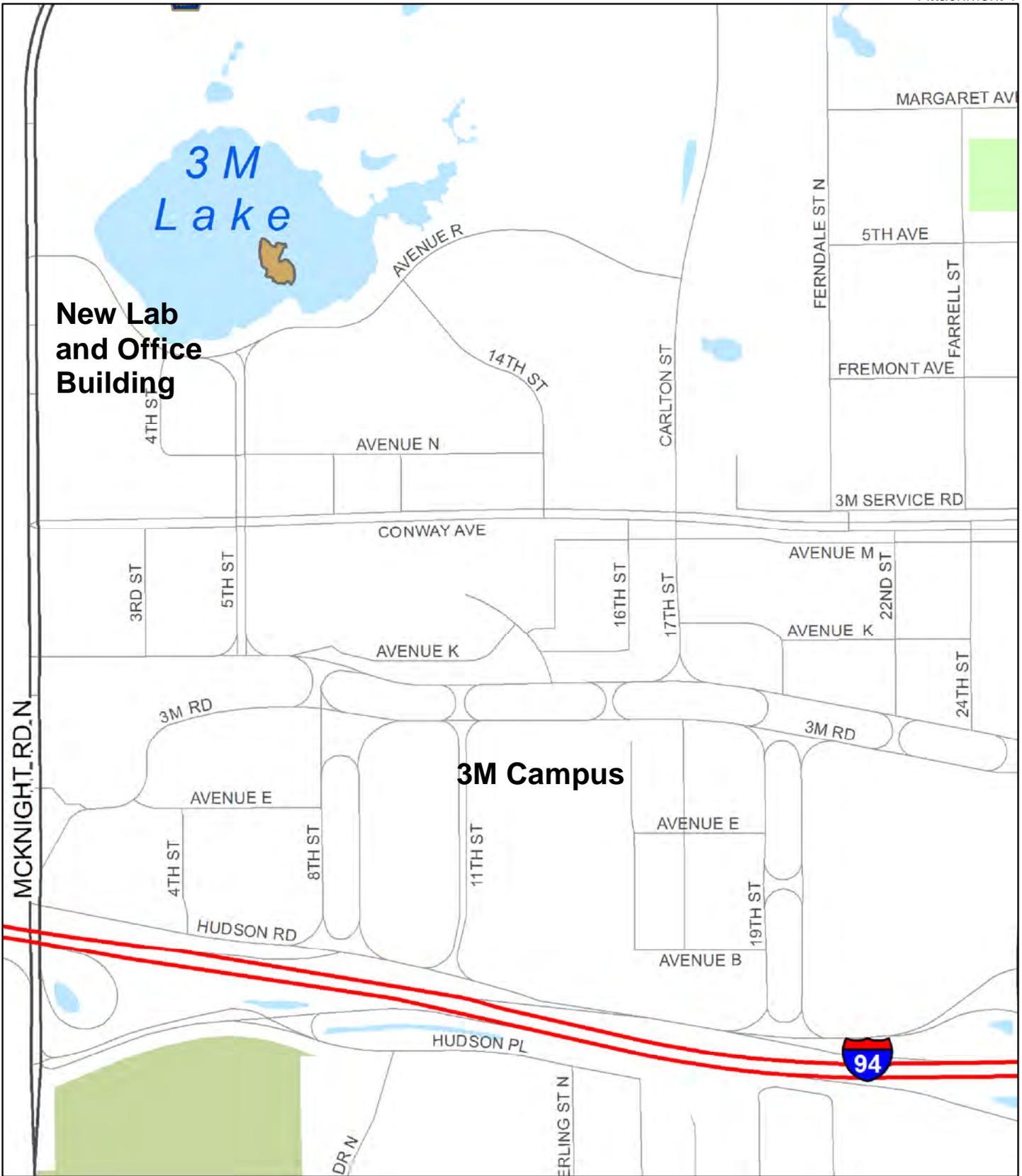
APPLICATION DATE

The city received the applicant's complete application on August 12, 2013. State statute requires that the city act on such applications within 60 days of the city receiving a complete application. The deadline for review is October 11, 2013.

Attachments

1. Location Map
2. Site Map
3. Future Land Use Map
4. Zoning Map
5. Site Plan
6. Landscape Plan
7. Building Elevations
8. Applicant's Narrative
9. Applicant's Parking Waiver Request
10. Engineering Plan Review dated August 13 2013
11. Environmental Plan Review, dated August 28, 2013
12. Draft Community Design Review Board Minutes, dated August 27, 2013
13. Plans date-stamped August 12, 2013 (separate attachment)

P:\SEC36\3M\3M Research Center - NE Conway McKnight_2013\CDRB Review_Parking Waiver_2013



3M Company
Location Map

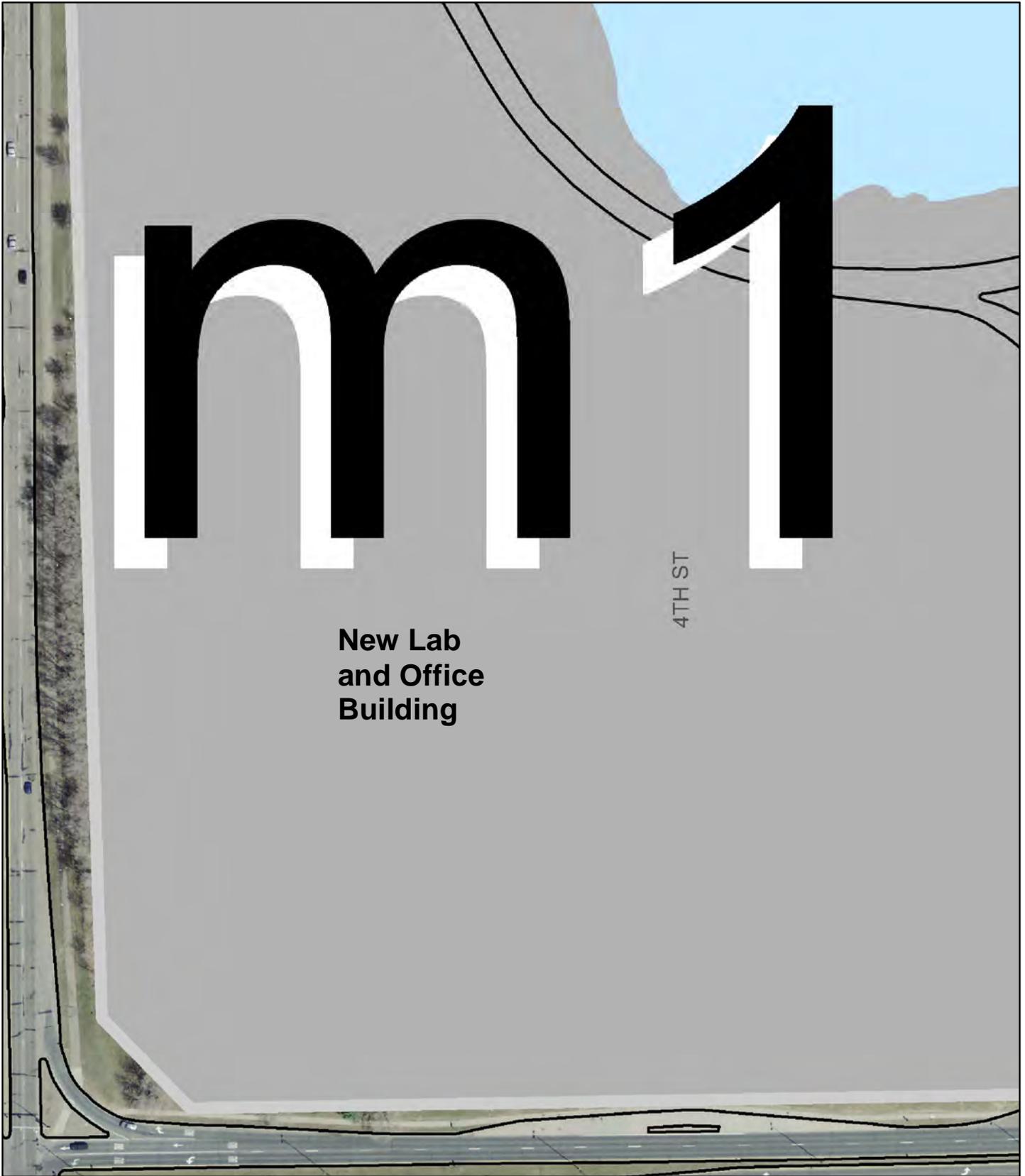


3M Company
Site Map



3M Company

Future Land Use Map - Industrial (I)



3M Company

Zoning Map - Light Manufacturing (m1)

MCKNIGHT ROAD

J3

3M LAKE

280
157 PL. LT. - 280.00

277
F.L.T. 268.00

5TH STREET

N AVENUE

R AVENUE

270

271

275

264

ROAD EASMENTS

PROPERTY LINE

CONWAY AVENUE

SEWER EASMENT

209

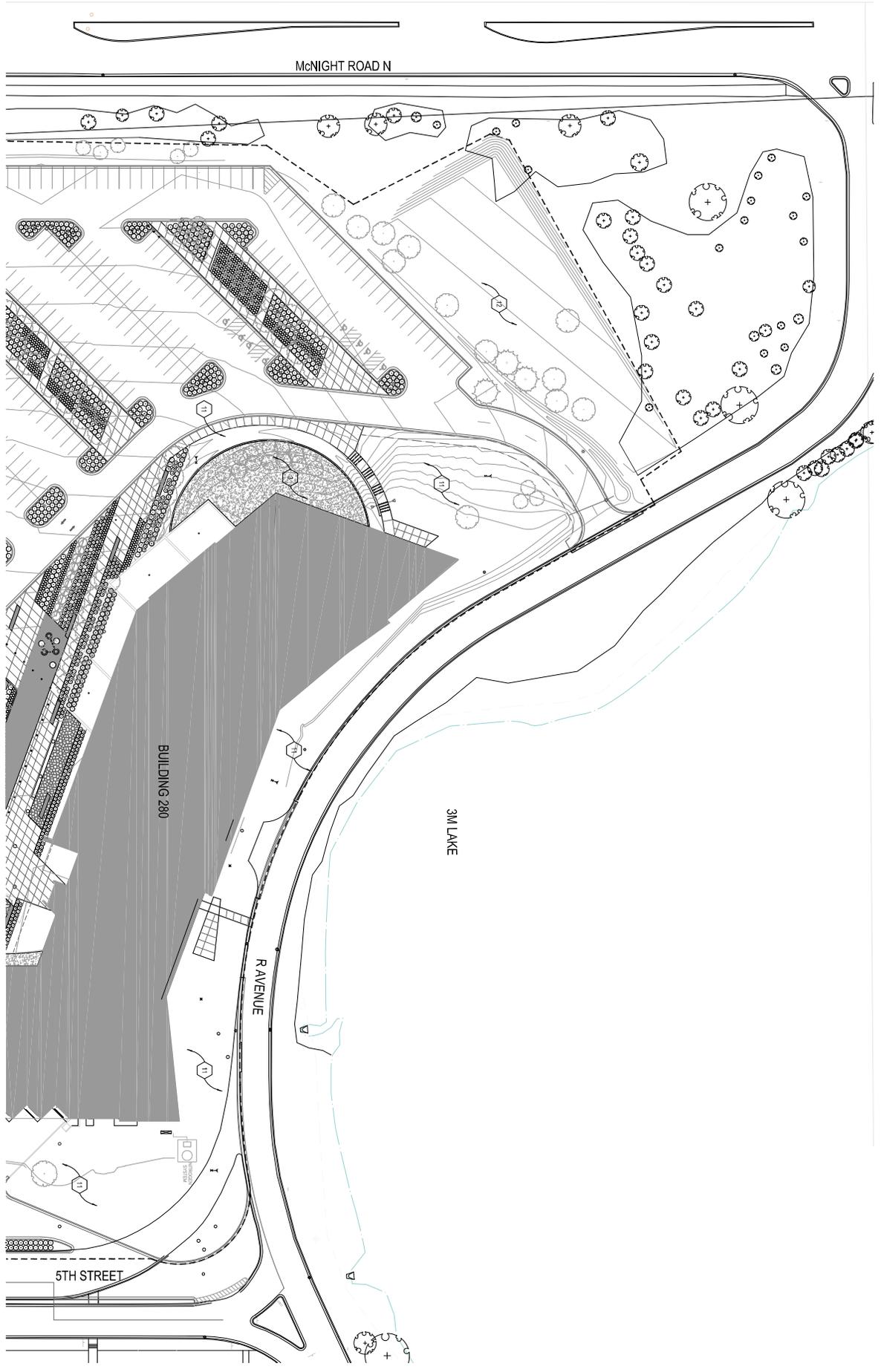
NO.	DESCRIPTION	DATE	ISSUED BY	DATE	REVISION
1	MODIFIED	07/26/2013	TKDA/JCS	ISSUED FOR CDRB SUBMITTAL	
2	NEW	07/26/2013	TKDA/JCS	ISSUED FOR CDRB SUBMITTAL	

TKDA 7
FACILITIES ENGINEERING

3M
3M COMPANY 2013 © All Rights Reserved



SITE PLAN
 CDRB SUBMITTAL
 BUILDING 280
 MINNESOTA
 STATE



- PLAN LEGEND**
- UNIFORM - SOLID
 - UNIFORM - COLUMN
 - THIN REFERENCE
 - PRECAST BEACH
 - BRICK/FLECK
 - PLANT KEY QUANTITY
 - PLANT KEY SYMBOL
- KEYNOTES**
- PAINTING SOL. MK
 - ORGANIC MULCH
 - 2" THAP ROCK INTERMEDIATE MULCH
 - 2" THAP ROCK INTERMEDIATE MULCH
 - FLASSTONE
 - NATURAL STONE BLOOK
 - CONCRETE PAVES
 - PERMEABLE PAVES
 - CONCRETE CURB
 - STEEL EDGER
 - 500
 - 3" THAP ROCK INTERMEDIATE MULCH
 - 1" SP. SEED
 - FLASSTONE
 - NATURAL STONE BLOOK
 - CONCRETE PAVES
 - PERMEABLE PAVES

NO.	DESCRIPTION	DATE	BY	CHKD.	APP.
01	DESIGN	07/20/13	BOB	BOB	BOB
02	REVISED FOR CONSTRUCTION	08/01/13	BOB	BOB	BOB

LANDSCAPE PLAN

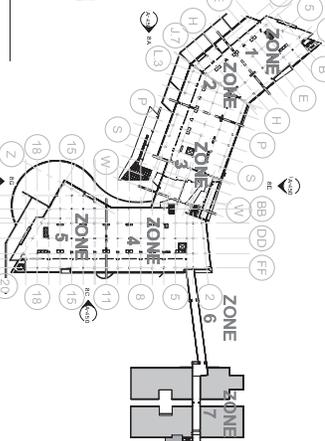
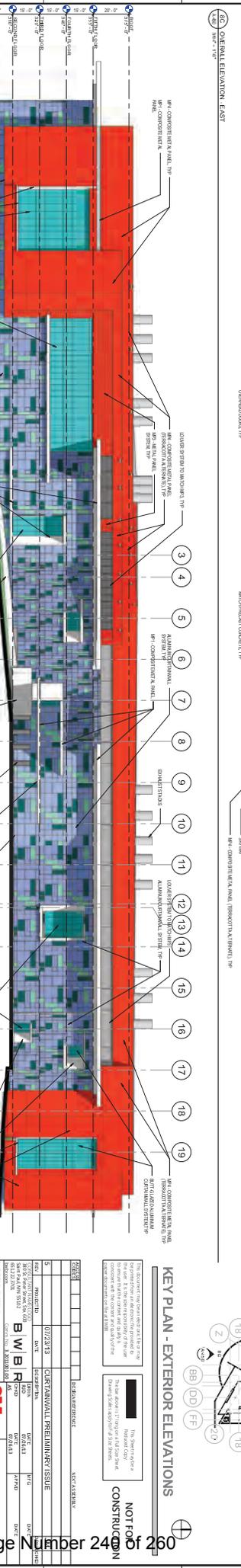
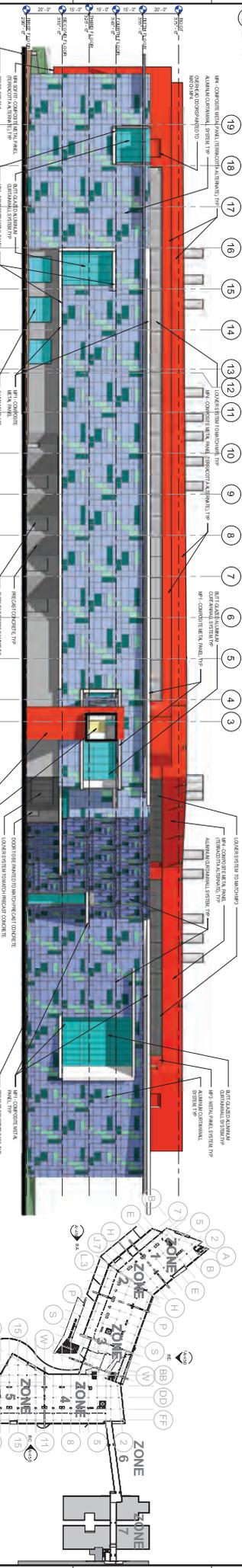
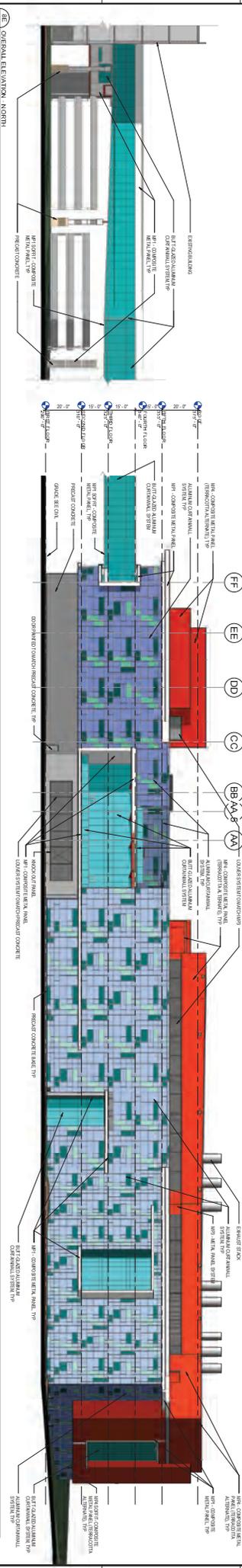
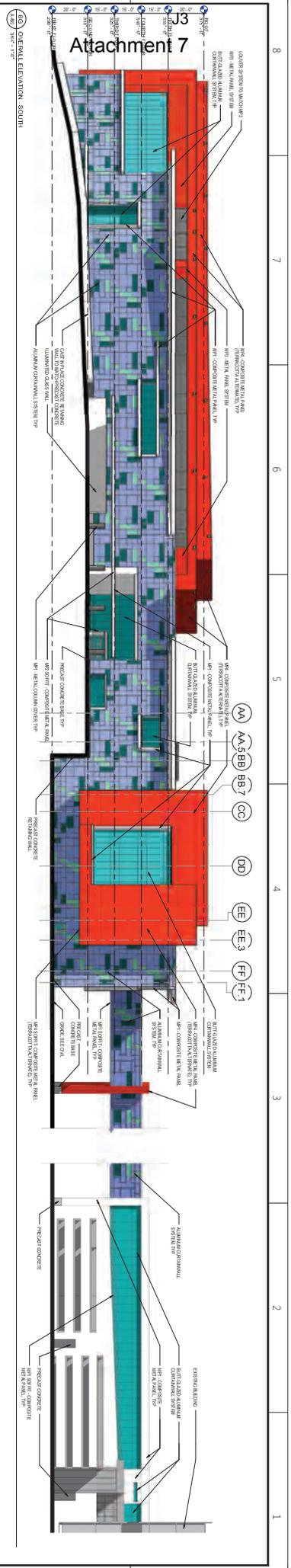
3M

DANON FARRER ASSOCIATES

LANDSCAPE ARCHITECTS

1000 W. 10th Street, Suite 1000
 Minneapolis, MN 55408
 Tel: 612.338.1111
 Fax: 612.338.1112
 www.danonfarrer.com

STPA-888-C-158E



KEY PLAN - EXTERIOR ELEVATIONS

NOT FOR CONSTRUCTION

The information contained herein is for informational purposes only and is not intended to be used for construction. It is the responsibility of the user to verify the information and to ensure that it is consistent with the current project specifications and drawings.

NO.	REVISION	DATE	DESCRIPTION
1	ISSUED FOR PERMIT	02/23/23	FOR PERMIT SUBMITTAL
2	REVISED	03/15/23	REVISED PER COMMENTS
3	REVISED	04/10/23	REVISED PER COMMENTS
4	REVISED	05/05/23	REVISED PER COMMENTS
5	REVISED	06/01/23	REVISED PER COMMENTS
6	REVISED	07/01/23	REVISED PER COMMENTS
7	REVISED	08/01/23	REVISED PER COMMENTS
8	REVISED	09/01/23	REVISED PER COMMENTS
9	REVISED	10/01/23	REVISED PER COMMENTS
10	REVISED	11/01/23	REVISED PER COMMENTS
11	REVISED	12/01/23	REVISED PER COMMENTS
12	REVISED	01/01/24	REVISED PER COMMENTS
13	REVISED	02/01/24	REVISED PER COMMENTS
14	REVISED	03/01/24	REVISED PER COMMENTS
15	REVISED	04/01/24	REVISED PER COMMENTS
16	REVISED	05/01/24	REVISED PER COMMENTS
17	REVISED	06/01/24	REVISED PER COMMENTS
18	REVISED	07/01/24	REVISED PER COMMENTS
19	REVISED	08/01/24	REVISED PER COMMENTS

OVERALL EXTERIOR ELEVATIONS

DATE: 02/23/23

PROJECT: CARPARK/PAVILION RECONSTRUCTION

CLIENT: [REDACTED]

ARCHITECT: [REDACTED]

SCALE: 1/8" = 1'-0"

3M

OVERALL EXTERIOR ELEVATIONS

DATE: 02/23/23

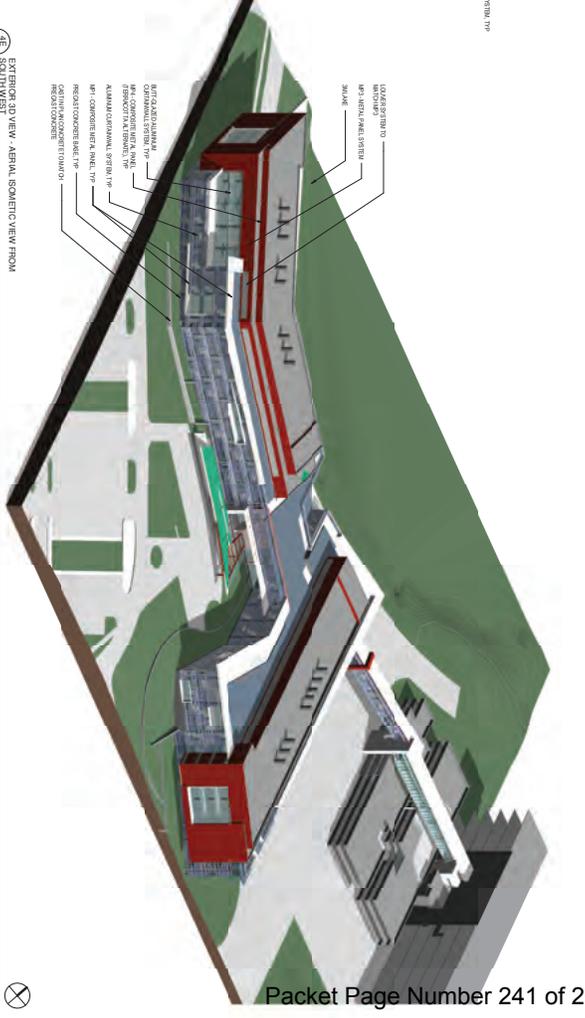
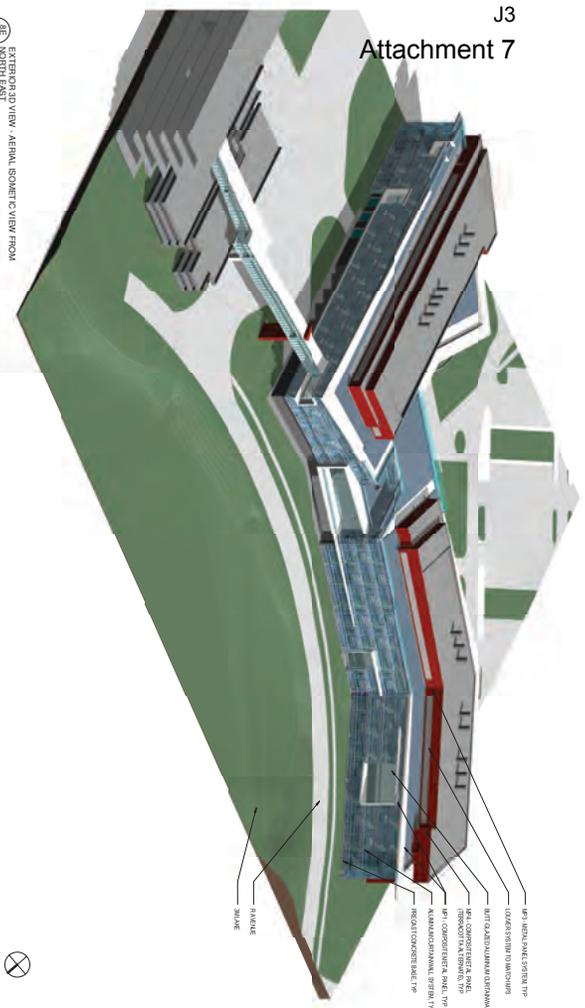
PROJECT: CARPARK/PAVILION RECONSTRUCTION

CLIENT: [REDACTED]

ARCHITECT: [REDACTED]

SCALE: 1/8" = 1'-0"

3M



EXTERIOR 3D VIEW - AERIAL, ISOMETRIC VIEW FROM NORTH EAST

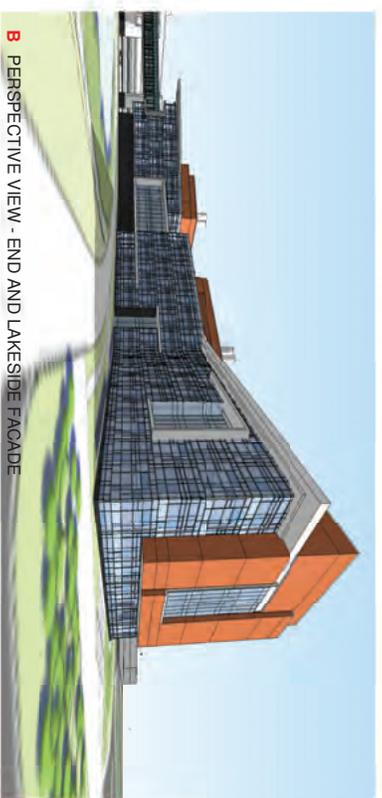
EXTERIOR 3D VIEW - AERIAL, ISOMETRIC VIEW FROM SOUTH WEST



A PERSPECTIVE VIEW - SKYWAY CONNECTION AND LOBBY BALCONY



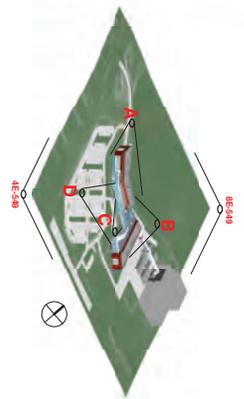
C PERSPECTIVE VIEW - CANOPY AND VESTIBULE



B PERSPECTIVE VIEW - END AND LAKESIDE FACADE



D PERSPECTIVE VIEW - FROM PARKING TO ENTRY



3D VIEW KEY

NOT FOR CONSTRUCTION

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMITTING	2024-08-15	JL	ML
2	ISSUED FOR CONSTRUCTION	2024-08-15	JL	ML

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMITTING	2024-08-15	JL	ML
2	ISSUED FOR CONSTRUCTION	2024-08-15	JL	ML

3M **W/B** **R**

EXTERIOR 3D VIEWS

PROJECT NO: 250-A-459

Project Narrative

The project consists of a 5 story building at the northeast corner of Conway and McKnight on the 3M Campus in Maplewood, Minnesota. The site currently consists of undeveloped land and a surface parking lot. The site is bordered on the north side by 3M Lake.

Parking for 525 vehicles is shown with proof of parking for additional vehicles. Landscaped medians will divide the rows of parking. A series of buried detention tanks will retain storm water until they are discharged.

Access to the site will be from 5th Street, R Avenue to the north and from a newly created access on Conway just to the west of the Data Center. A loading dock will be incorporated on the east side of this building to bring supplies to the building. The main building entrance will be on the second floor.

The primary functions of the building are research labs and offices. 3M employees currently working in other 3M buildings will relocate to this building when complete.

Labs and offices are located on floors 1 thru 4. The fifth floor houses mechanical/electrical/elevator spaces.

Architectural Narrative

The building is shaped in two wings with the north wing taking advantage of 3M lake and the east wing tying the building to the geometric layout of the other buildings on the 3M campus. The two wings meet at a node which will be the main entrance to the building.

The labs and offices are planned on the four floors in the same manner on both wings. The high intensity labs are located on one side with the low/medium intensity labs occupying the middle of each wing. A service corridor in between will serve all these labs. The offices are located on the other side of the wing from the high intensity labs. The majority of the offices will be open with no solid walls. Collaboration between researchers is a key element in the planning of spaces. Various breakout and teaming spaces will bring the teams together. Specialized Clean rooms, Constant Temperature and Humidity rooms will be located at strategic locations. An Application lab, loading dock, mechanical and electrical rooms are located in the east wing on the first floor. The fifth floor will entirely be devoted to mechanical, electrical, and elevator support spaces that will serve the building.

The exterior materials chosen reflect the high tech work that will be performed in this building. A glass curtain wall with a pattern that will alternate vision, spandrel, and tinted panes will help to portray this building as one looking to the future. This will be supplemented with opaque walls at the end of the wings that take on the color of the brick of most of the 3M buildings. Prefinished metal eyebrows will help to accentuate the horizontality of the building. Retaining walls on the south side of the building will terrace up to the entrance on the second floor.

The interior of the building will be highlighted in the 8,000 sf main lobby. This will be the space where the workings of 3M will be showcased. This two story space will have a bridge running through it that connects the north wing and the east wing. A large expanse of glass will look out onto 3M lake to the north. Stone wall panels, 3M graphics, and upgraded ceiling and floor materials will be used here. A small area of the lobby will have vegetation which will tie the Landscaping of the plaza outside to the interior. The majority of the lab spaces will have concrete floors with exposed structure. Walls will be painted.

3M LAB BUILDING 280 PARKING VARIANCE JUSTIFICATION

July 31, 2013

Building 280 occupants will be mainly staff who will be displaced from other buildings on the campus.

We anticipate 530- 630 occupants in the building. Building occupants will also have access to adjacent existing parking lots and a ramp. Hence we feel that the 580 parking stalls shown is adequate to meet the needs of this building. Site Plan also shows proof of parking for 145 additional stalls for future if the situation warrants.

Attachment 10

3M Revised Submittal August 12, 2013

City Eng. Comments on August 13, 2013

Page 1 of 3

ENGINEERING PLAN REVIEW**Developer Project Name: 3M Center (NE Corner of Conway Ave & McKnight Rd)****City Project No.: 12-15****Reviewed by: Michael Thompson, City Engineer****Date of Submittal: August 12, 2013****Applicant Submittal No.: 2**

3M Company proposes a 5 story building on a currently undeveloped lot. The building is to serve research labs and offices with access to the site proposed from 5th Street, internal driveway, and a proposed new $\frac{3}{4}$ access on Conway Avenue.

Drainage and Storm Sewer

1. Applicant shall provide stormwater narrative of the entire site for pre and post conditions, shoreland requirements, and permanent best management practices to meet rate and volume and pollutant removals requirements.
2. Per the Engineering Standards the following is required for Storm Water Plan Submittals:
 - a) The 10-year and 100-year high water elevations on-site.
 - b) Construction plans and specifications of all proposed stormwater management facilities.
 - c) Stormwater runoff volume and rate analyses for existing and proposed conditions.
 - d) All hydrologic and hydraulic computations completed to design the proposed stormwater quality management facilities. Computations shall include a summary of existing and proposed impervious areas.
 - e) All pollutant removal computations for practices not meeting the volume control/infiltration requirement.
 - f) Provision of easements for maintenance access to detention basins, retention basins, underground detention/filtration system, constructed wetlands, and/or other stormwater management facilities.
 - g) Maintenance agreement between developer and City which addresses sweeping, pond inspection, sediment removal and disposal, underground detention and filtration system, etc.
 - h) Provide narrative describing the required maintenance activities for the underground detention/filtration system and verify that adequate access is provided to allow these maintenance activities to occur.
 - i) Inlets to detention basins, wetlands, etc., shown at or below the outlet elevation.
3. Emergency overflow arrows shall be provided on the grading and drainage plan assuming all pipes are plugged. Where will the water flow?

Attachment 10

3M Revised Submittal August 12, 2013

City Eng. Comments on August 13, 2013

Page 2 of 3

4. It is difficult to follow the storm sewer pipe information on the grading and drainage plan because of all of the bold line types. Please adjust plans to make more readable and place flow direction arrows on storm sewer pipes.
5. The lowest floor building elevation shall be above the 100-year high water elevation and at least one foot above a designated emergency overflow. With the parking lot higher than the building it is important to show how overflow water will drain around the building and that one foot of separation is met between the building elevation and overflow. Provide more detail.
6. Sumps or similar pre-treatment must be provided upstream of permanent infiltration volume control BMP's...such as 3-foot sumps at all drainage structure just upstream of BMP.
7. A maintenance agreement will be required and stipulated in the Developer Agreement.

Grading

1. Site grading should normally not have grading steeper than 3:1. If slopes do not meet this then they must have an erosion stabilization blanket placed immediately after disturbance.
2. Retaining walls on plans must shown top and bottom elevations and retaining walls over 4-feet require submittal to the City of Maplewood building department to secure the required building permit. Show a typical detail of the retaining wall on the plans.

Erosion & Sediment Control Plan

1. Include a maintenance schedule of all erosion and sediment control devices used throughout the phases of construction (including building construction).
2. Identify locations for equipment/material storage, debris stockpiles, vehicle/equipment maintenance, fueling, and washing areas. Address measure to contain area and specify that all materials stored on site shall have proper enclosures and/or coverings.
3. Identify locations and provide details for concrete washouts.

Sanitary Sewer

1. More clearly identify sanitary sewer service connection location serving the new building. Identify pipe size, location, and slope.

Agency Submittals

1. Ramsey-Washington Metro Watershed District.

Attachment 10

3M Revised Submittal August 12, 2013

City Eng. Comments on August 13, 2013

Page 3 of 3

2. Saint Paul Regional Water Services
3. Ramsey County
3. Minnesota Department of Health Services (Water Extension)
4. MPCA (Sewer Permit & Stormwater Permit)
5. Minnesota Department of Labor and Industry
6. Met Council (SAC Determination)
7. Other as required.

Traffic

1. Submit the full traffic impact study and assumptions assuming the proposed $\frac{3}{4}$ Conway Avenue access.
2. The proposed $\frac{3}{4}$ driveway access on Conway Avenue creates some problems with the existing right-in/right-out driveway access on the south side of Conway Avenue from the proposed new access. Westbound vehicles on Conway will easily be able to make a left turn into the existing driveway based on the median opening for the proposed driveway. Please provide or explore some alternatives to address this concern.

Miscellaneous

1. The owner and project engineer shall satisfy the requirements of all permitting agencies.
2. The owner shall sign a maintenance agreement, prepared by the city, for all stormwater treatment devices (list devices i.e....sumps, underground chambers, basins, ponds, etc...). The city shall prepare this agreement.
3. The developer shall enter into a development agreement with the city. The city will prepare this agreement.

Environmental Review

Project: 3M – Research and Development

Date of Plans: February 25, April 1, August 9, August 26, 2013

Date of Review: August 28, 2013

Location: Northeast Corner of Conway Avenue and McKnight Road

Reviewers: Shann Finwall, Environmental Planner
(651) 249-2304; shann.finwall@ci.maplewood.mn.us

Background: 3M is proposing to develop a five-story Research and Development facility on the northeast corner of Conway Avenue and McKnight Road, within the 3M campus. The site is bordered on the north by R Avenue and 3M Lake across the street which is classified as a Class I Water in the City's shoreland ordinance and a Manage A wetland in the City's wetland ordinance.

- 1. Tree Preservation Ordinance:** Maplewood's tree preservation ordinance describes a significant tree as a hardwood tree with a minimum of 6 inches in diameter, an evergreen tree with a minimum of 8 inches in diameter, and a softwood tree with a minimum of 12 inches in diameter. Specimen trees are healthy trees of any species which are 28 inches in diameter or greater. The ordinance requires any significant tree removed be replaced based on a tree mitigation calculation.

Tree Survey: The applicant's tree survey dated August 26, 2013, shows 203 significant trees (1,586 caliper inches) located on the site. There are two specimen trees located on the northwest corner of the property on top of a hill (two 30-inch diameter oak trees).

Tree Replacement: The City's tree replacement formula is based on a calculation of significant trees located on the site and the number of significant trees removed. The applicant proposes to remove 151 significant trees with the development and will therefore be required to replace 909 caliper inches (approximately 363 – 2.5 caliper inch trees).

Planting Schedule: The applicant's planting schedule dated April 1, 2013, gives the size and species of replacement trees, and the overall quantity of shade, ornamental, and evergreen trees, but it does not specify how many of each tree species. In order to determine if the site meets the tree replacement requirements, the City will need the number of each tree species being replaced on the site.

Tree Preservation Recommendations: The applicant must submit the following information in order to determine if the site meets the City's tree

preservation ordinance: Revised planting schedule which shows the tree species, tree size, and number of each species being replaced on the site.

2. **Shoreland Ordinance:** The entire site is located within the Shoreland Overlay District of 3M Lake. 3M Lake is a Class I water. The City's Shoreland Ordinance allows for a maximum of 50 percent impervious surface coverage for a lot located within this District, and up to 70 percent impervious surface coverage with bonuses. The city engineer shall determine whether bonuses are allowed based on the installation and maintenance of manmade facilities for reducing stormwater flow or the treatment of runoff for non-point-source water pollutants.

Impervious Surface Area: The site is 17.5 acres in size. The development will include 10.5 acres of impervious surface coverage (61 percent) including the building, parking lot, and sidewalks. The development requires an 11 percent impervious surface bonus. Michael Thompson, city engineer, states in his review of the development that the applicant must submit a summary of how they are meeting the City's volume reduction requirements in order to determine if the bonus will be allowed.

Shoreland Recommendation: The applicant must submit a summary of how they are meeting the City's volume reduction requirements in order to qualify for the 11 percent impervious surface area bonus. The bonus shall be approved by the city engineer based on the installation and maintenance of manmade facilities for reducing stormwater flow or the treatment of runoff for non-point-source water pollutants.

3. **Wetland Ordinance:** 3M Lake is classified as a Manage B wetland in the City's wetland ordinance. The wetland ordinance requires a 75-foot buffer from a Manage B wetland. A site is exempt from this requirement if it is separated from the wetland by an existing road. The 3M site is separated from the wetland by one of 3M's private roads, R Avenue. No grading is proposed on the north side of R Avenue, adjacent the wetland.

Wetland Recommendation: The site is exempt from the City's wetland ordinance requirements as it is separated from the Manage B wetland by an existing road and no grading is being proposed on the north side of the road, adjacent the wetland.

DRAFT
MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, AUGUST 27, 2013

6. DESIGN REVIEW

c. Approval of Design Review and Parking Waiver for Lab and Office Building, 3M Company, McKnight Road and Conway Avenue

- i. Planner, Mike Martin gave the report and answered questions of the board.
- ii. Roger Spinner, 3M addressed the board.
- iii. Jim Davy BWBR Architect, Chuck Evens, Landscaping Design with Damon Farber Associates, Darren Schwankel, Civil Engineer, TKDA addressed and answered questions of the board regarding the 3M project.

Boardmember Lamers moved to approve the plans date-stamped August 12, 2013, for the proposed 3M Company Research Building. Approval is based on the findings for approval required by ordinance and subject to the developer doing the following:

1. Repeat this review in two years if the applicant has not obtained a building permit by that time. After two years this review must be repeated.
2. Comply with the requirements in the Engineering Plan Review by Michael Thompson, the Environmental Plan Review by Shann Finwall and those of the Assistant Fire Chief, Building Official and Lieutenant Doblak.
3. Submit a revised landscape plan for staff approval for additional landscaping along Conway Avenue and McKnight Road.
4. Before obtaining a building permit, the applicant shall provide an irrevocable letter of credit in the amount of 150 percent of the cost of completing landscaping and other site improvements. This irrevocable letter of credit shall include the following provisions:
 - The letter of credit must clearly indicate that it is an irrevocable letter of credit in the name of the City of Maplewood, payable on demand, to assure compliance with the terms of the developer's agreement.
 - The letter of credit must allow for partial withdrawals as needed to guarantee partial project payments covered under the terms of the letter of credit.
 - The letter of credit shall be for a one-year duration and must have a condition indicating automatic renewal, with notification to the city a minimum of 60 days prior to its expiration.
5. All landscaped areas shall have a lawn-irrigation system installed, except for those areas proposed to be left natural. The applicant must, however, make sure to use hoses and sprinklers until turf, plant and tree growth is established.

6. If outdoor trash storage is used in the future, the applicant shall provide a screening enclosure that is compatible in design with the building.
 7. Any proposed signs shall comply with the comprehensive sign plan and shall be submitted for approval by the community design review board.
 8. The applicant must submit a summary of how the site is meeting the city's volume reduction requirements in order to qualify for the 11 percent impervious surface area bonus. The bonus shall be approved by the city engineer based on the installation and maintenance of manmade facilities for reducing stormwater flow or the treatment or runoff for non-point-source water pollutants.
 9. The applicant must submit the following information in order to determine if the site meets the city's tree preservation ordinance:
 - a. Tree inventory which includes all significant trees located on the site (not just the developed area) and the size and number of significant trees removed with the development.
 - b. Planting schedule which shows the tree species, tree size, and number of each species being replaced on the site.
 10. All work shall follow the approved plans. Staff may approve minor changes.
 11. Submit for staff approval, the color chosen for glass wall and a site plan indicating any visitor parking, if provided.
- B. Approve a parking waiver to allow for 580 surface parking spaces. The parking spaces shall be at least 9.5 feet in width. This is a parking reduction of 1,420 parking spaces (2,000 parking spaces are required per city code).

Seconded by Boardmember Kempe.

Ayes – Chairperson Ledvina,
Boardmember's Burger,
Kempe & Lamers

Abstention – Boardmember Shankar

The motion passed.

Boardmember Shankar abstained from the vote because he is on the design team for 3M.

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Gayle Bauman, Finance Director
DATE: August 29, 2013
SUBJECT: Preliminary Approval of Proposed Tax Levy Payable in 2014 and Setting Budget Public Hearing Date

Introduction

State law requires that cities certify their proposed property tax levies to the county auditor by September 15th. The proposed tax levy that is given preliminary approval cannot be increased. Therefore, it is important that the proposed tax levy provides adequate revenues to finance the 2014 Budget. The Proposed 2014 Budget requires a City tax levy of \$18,439,130. This levy combined with the proposed tax levy for the EDA of \$89,270 brings us to a total tax levy of \$18,528,400 which is no increase over 2013 (see breakdown attached). The City Council needs to decide the maximum levy that it is willing to approve and then adopt the attached resolution.

Background

The 2014 Proposed Operating Budget reflects the information provided to Council at the August budget workshops. Based on information received from the MN Department of Revenue on August 26, 2013, the City is able to increase its levy over the 2013 amount.

A discussion on the levy took place at the Workshop earlier this evening. The total maximum levy needs to be approved tonight but how the levy is allocated between funds can be adjusted up until the final levy is adopted in December.

A draft copy of the 2014 Operating Budget can be found online under the Finance Department City Budget page.

Sales Tax Exemption

The 2013 Minnesota Legislature enacted a new sales tax exemption for local governments including cities, towns and counties under MN Statutes, section 297A.70, subdivision 2. This exemption allows cities and counties to purchase taxable tangible personal property and services without paying the state 6.875% sales tax, with certain exceptions. Our initial savings estimate of \$250,000 - \$300,000 was based on total City purchases. We continue to be updated with information from the MN Department of Revenue on what qualifies for the exemption and what does not and have had to reduce our initial estimate. Examples of items that will not be eligible for the exemption include:

- Inputs used to provide goods or services through the Community Center Operations Fund, the Trash/Recycling Fund and the Street Light Utility Fund;
- Purchases made by contractors and subcontractors on behalf of the city for construction projects;
- Motor vehicles.

Our revised estimate for savings to our General Fund is \$75,000 - \$90,000, which is reflected in our reduced tax levy for the General Fund for 2014 (\$170,070). Our estimate for city-wide savings is \$155,000. The savings related to Special Revenue and Capital Projects Funds will be used to fund programs and projects within the City. The savings related to Sewer and Environmental Utility Funds will be used in the overall calculation of future user charges.

Recommendation

It is recommended that the City Council adopt the attached resolution setting the maximum City tax levy for payable 2014 at \$18,439,130 and setting the date for the Public Hearing on the 2014 Levy and Budget for Monday, December 9, 2013 at 7:00 pm as part of the Regular City Council Meeting. This levy combined with the proposed EDA levy of \$89,270 will result in a total levy of \$18,528,400 which is no increase over 2013.

Attachments:

1. Tax Levy for 2013-2014
2. Impact on Property Taxes of Maplewood Homes
3. Resolution

TAX LEVY FOR 2013-2014

	2013 <u>Levy</u>	Proposed 2014 <u>Levy</u>	<u>Change</u> <u>Amount</u>	<u>Change</u> <u>Percent</u>
<u>Operations:</u>				
General Fund	\$12,500,600	\$12,330,530	(\$170,070)	(1.4)%
Ambulance Service Fund	\$450,000	\$450,000	\$0	0.0%
Community Center Operations Fund	\$460,000	\$525,000	\$65,000	14.1%
Recreation Programs Fund	\$175,000	\$175,000	\$0	0.0%
Operations Total	\$13,585,600	\$13,480,530	(\$105,070)	(0.8)%
<u>Capital Improvements:</u>				
C.I.P. Fund	\$180,000	\$180,000	\$0	0.0%
Fire Truck Replacement Fund	\$50,000	\$50,000	\$0	0.0%
Park Development Fund	\$30,000	\$30,000	\$0	0.0%
Public Safety Expansion Fund	\$260,000	\$0	(\$260,000)	(100.0)%
Redevelopment Fund	\$20,000	\$40,000	\$20,000	100.0%
Capital Improvements Total	\$540,000	\$300,000	(\$240,000)	(38.1)%
<u>Debt Service:</u>				
Debt Service Fund	\$4,313,530	\$4,658,600	\$345,070	8.0%
<u>TOTALS-CITY</u>	\$18,439,130	\$18,439,130	\$0	0.0%
EDA Fund	\$89,270	\$89,270	\$0	0.0%
<u>TOTALS-ALL FUNDS</u>	\$18,528,400	\$18,528,400	\$0	0.0%

TAX IMPACT ON MAPLEWOOD HOMES

The annual impact of different levels of the city levy increase to Maplewood homes is as follows based on information received from Ramsey County on 08/14/13.

The scenarios are based on the assumption that a homes' value is decreasing by 2.3%, which is the median amount.

Set levy at \$18,528,400 (a 0.0% increase over 2013):

Value of Property for Pay 2013	Value of Property for Pay 2014	Taxable Market Value for Pay 2014	2013 City Tax	2014 City Tax	\$ Increase (Decrease)	% Increase (Decrease)
\$100,000	\$ 97,700	\$ 69,300	\$ 372	\$ 354	(\$18)	(4.8%)
\$150,000	\$146,500	\$122,400	\$ 648	\$ 620	(\$28)	(4.4%)
\$160,700	\$157,000	\$133,900	\$ 707	\$ 677	(\$30)	(4.2%)
\$275,000	\$268,700	\$255,600	\$1,339	\$1,287	(\$52)	(3.9%)
\$350,000	\$341,900	\$335,400	\$1,753	\$1,686	(\$67)	(3.8%)

Set levy at \$18,713,680 (a 1.0% increase over 2013):

Value of Property for Pay 2013	Value of Property for Pay 2014	Taxable Market Value for Pay 2014	2013 City Tax	2014 City Tax	\$ Increase (Decrease)	% Increase (Decrease)
\$100,000	\$ 97,700	\$ 69,300	\$ 372	\$ 358	(\$14)	(3.7%)
\$150,000	\$146,500	\$122,400	\$ 648	\$ 627	(\$21)	(3.3%)
\$160,700	\$157,000	\$133,900	\$ 707	\$ 685	(\$22)	(3.1%)
\$275,000	\$268,700	\$255,600	\$1,339	\$1,302	(\$37)	(2.8%)
\$350,000	\$341,900	\$335,400	\$1,753	\$1,706	(\$47)	(2.7%)

Set levy at \$18,898,970 (a 2.0% increase over 2013):

Value of Property for Pay 2013	Value of Property for Pay 2014	Taxable Market Value for Pay 2014	2013 City Tax	2014 City Tax	\$ Increase (Decrease)	% Increase (Decrease)
\$100,000	\$ 97,700	\$ 69,300	\$ 372	\$ 362	(\$10)	(2.6%)
\$150,000	\$146,500	\$122,400	\$ 648	\$ 634	(\$14)	(2.2%)
\$160,700	\$157,000	\$133,900	\$ 707	\$ 693	(\$14)	(2.0%)
\$275,000	\$268,700	\$255,600	\$1,339	\$1,317	(\$22)	(1.6%)
\$350,000	\$341,900	\$335,400	\$1,753	\$1,725	(\$28)	(1.6%)

**RESOLUTION PROVIDING PRELIMINARY APPROVAL OF A PROPOSED TAX
LEVY PAYABLE IN 2014
And
SETTING BUDGET PUBLIC HEARING DATE**

WHEREAS, State law requires that the City Council give preliminary approval of a proposed tax levy for 2013 payable in 2014 by September 15, 2013 and

WHEREAS, the City Council has reviewed preliminary information on the Proposed 2014 Budget and has determined the amount of the proposed tax levy payable in 2014 which is the maximum amount that will be levied.

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

1. The proposed tax levy for 2013 payable in 2014 in the amount of \$18,439,130 is hereby given preliminary approval and shall be certified to the Ramsey County Auditor.
2. The date for consideration of the final levy and consideration of the 2014 Budget shall be set as Monday, December 9, 2013 at 7:00 pm in the Maplewood City Council Chambers.

MEMORANDUM

TO: City Council
FROM: Charles Ahl, City Manager
DATE: September 3, 2013
SUBJECT: Council Calendar Update

Introduction/Background

This item is informational and intended to provide the Council an indication on the current planning for upcoming agenda items and the Work Session schedule. These are not official announcement of the meetings, but a snapshot look at the upcoming meetings for the City Council to plan their calendars. No action is required.

Upcoming Important Dates to Remember

1. Commission, Board and Volunteer appreciation Event – September 26th

Upcoming Agenda Items & Work Session Schedule

1. Report on Solar Energy Projects – September 23
2. Charitable Gambling Review of Applications – September 23
3. October 7th Work Session Cancelled
4. October Work Session Possible Items:
 - a. Administrative Hearing Process
 - b. Park System Plan Update
 - c. Update on Progress toward Council Goals from March 2013 Retreat
5. November 11 Work Session and Meeting Rescheduled due to Veterans Day – Date TBD

Budget Impact**Recommendation**

No action required.

Attachments

None.

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Shann Finwall, AICP, Environmental Planner
Chris Swanson, Environmental Technician

DATE: September 3, 2013 for the September 9 City Council Meeting

SUBJECT: Notification of the First Annual Fall Clean Up Campaign

Introduction

The City of Maplewood has hosted spring and fall clean up events for many years. Since 2010, attendance to these events has decreased by 34 percent, while disposal cost has increased by 32 percent per resident attending. Another alternative for bulky item disposal that is available to residents is through the City's trash hauling contract with Allied Waste Services. Allied offers curbside bulky item pick up to residents for a fee ranging from \$5 to \$30, depending on the item. Staff is proposing a new approach to the clean up event this fall in order to inform residents of the year-round bulky item pick up service and to reduce the City's costs for clean up events. This year the City will host its first annual Fall Clean Up Campaign that will focus on curbside bulky item pick up and education on household item reuse and recycling.

Background

During the Fall Clean Up Campaign residents can schedule curbside bulky item pick up with Allied for a reduced fee (50 percent off the contracted rate). All single-family residential properties and townhomes/manufactured homes with curbside trash collection are eligible for the bulky item pick up (including townhomes/manufactured homes that have not opted into the City's trash plan). Residents with trash service through the City's trash plan will be billed on their bi-monthly trash bill; residents that do not have trash service through the City's trash plan must pre-pay with a credit card. The bulky item pick up will take place the second and third weeks in October (October 7-11 and October 14-18).

Maplewood's previous clean up events required that residents transport their bulky items to a central location for disposal. Residents that did not have the ability or means to transport their bulky items could not participate. With curbside pick up more residents will be able to participate and it will offer the City an opportunity to educate residents on the year round bulky item pick up service and detail options for reducing, reusing, and recycling household items.

Notice of the Campaign will be included in the City's quarterly environmental newsletter, Seasons. Included in the newsletter are articles and case studies on reducing, reusing, and recycling along with the bulky item pick up announcement. In addition to Allied's bulky item pick up, the Seasons will spotlight other organizations that will collect items for reuse for little or no fee.

Budget Impact

None

Summary

The Fall Clean Up Campaign will focus on reduced pricing for curbside bulky item pick up by the City's contracted trash hauler, Allied Waste Services, during the second and third weeks in October. The Campaign will be spotlighted in the City's quarterly newsletter, Seasons, with articles and case studies focusing on household item reuse and recycling. The 2014 Spring Clean Up is scheduled for April 26, 2014, at Aldrich Arena.

Attachments

Fall Clean Up Campaign Flyer

Maplewood Fall Clean Up Campaign - 2nd & 3rd Weeks In Oct. Bulky Item Collection 50% Off!

The City of Maplewood is hosting its first annual Fall Clean Up Campaign focused on curbside bulky item pick up and household item reuse. The event will take place during the second and third weeks in Oct. (Oct. 7 - 11 and Oct. 14 - 18). The City is partnering with its contracted trash hauler, Allied Waste Services, for this event. All residents that have curbside trash collection are eligible to schedule bulky item pick up during the event (including townhomes and manufactured homes that have not opted into the City's trash plan). The price for bulky items during the event is reduced by 50% from the City's trash hauling contracted price. To schedule a pick up during the event, contact Allied at **651.455.8634**. Residents with trash service through Allied will be billed for bulky items on their bi-monthly trash bill; others must pre-pay via credit card.

Bulky Items	Price*	Bulky Items	Price*
Bathtub (cast iron)	\$12.00	Lawnmower or snow thrower	\$12.00
Bathtub (steel or fiberglass)	\$10.00	(liquids must be drained)	
Bed (headboard/floorboard)	\$6.00	Love Seat	\$10.00
Bed Frame	\$5.00	Mattress or Box Spring (king size)	\$12.00
Book Case	\$7.00	(queen size)	\$12.00
Couch	\$9.00	(twin size)	\$7.50
Couch w/ hide a bed	\$12.00	Office Chair	\$5.00
Desk	\$7.00	Recliner/ EZ Chair	\$7.50
Dining Room Table	\$10.00	Roll of Carpet (cut down so	\$2.50
Dresser	\$7.50	one person can handle it)	
End Table	\$5.00	Tire	\$10.00
Grill (charcoal)	\$5.00	Tire with rim	\$12.00
Grill (gas - no propane tanks)	\$7.50	Toilet	\$7.00
Hutch	\$10.00	Appliances	\$15.00
Kitchen Chair	\$3.75	Electronics	\$15.00
Kitchen Table	\$10.00		

*50% Event Price Reduction Shown



Townhomes and Manufactured Homes can opt into the City's trash plan at any time. Visit the City's trash webpage for information: www.ci.maplewood.mn.us/trash



Yard Waste including leaves, grass clippings, trees and other types of plant waste are banned from the trash.

Allied offers curbside yard waste pick up for \$79.50 a year (weekly pick up from April through November). You can also schedule one-time yard waste pick ups for \$3.50 per compostable or paper bag. Contact Allied at 651.455.8634 for information.

Ramsey County's yard waste sites accept yard waste from residents at no charge (www.ramseyatoz.com or 651.633.EASY).

Back Yard Composting is permitted in Maplewood. Compost bin or pile must be located in the rear or side yard, be at least 5 feet from the property line, and not pose a nuisance to the neighbors (www.ci.maplewood.mn.us/compost).



Electronics and Appliances cannot be placed in the trash.

Allied collects appliances and electronics curbside for a small fee (see above).

Retailers in the metro area will take back appliances and electronics for free or for a small fee (www.ramseyatoz.com or 651.633.EASY).



Household Hazardous Waste

products contain harmful materials and should be disposed of properly (including products used to clean or maintain your home and car or control animals and insects). Ramsey County has a year-round collection site at 5 Empire Drive, St. Paul or a seasonal site at Aldrich Arena in Maplewood every Fri. & Sat. in Oct. (www.ramseyatoz.com or 651.633.EASY).



Ramsey County A to Z Guide

outlines reuse, recycling, and disposal methods for items from A to Z.



Spring Clean Up

is scheduled for Saturday, April 26, 2014, at Aldrich Arena in Maplewood.

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Karen Guilfoile, Director Citizen Services

DATE: September 4, 2013

SUBJECT: City Council Meetings
a. Council Manager Workshop–Cancellation of the October 7, 2013 Meeting
b. City Council Meeting–Change of Meeting Date Due to Veteran’s Day Holiday

Recommendation

- a. Currently, staff does not have any time sensitive matters that would call for the need of a Council Manager Workshop on Monday, October 7, 2013 and recommend cancellation of the regularly scheduled Workshop.

- b. The Council Policy and Procedure Manual for City Council and Council Meetings states the following regarding meetings that fall on a legal holiday:

The City Council shall hold regular meetings on the second and fourth Mondays of each month at 7:00 p.m., provided that when the day fixed for any regular meeting falls on a day designated by law as a legal holiday, such meeting shall be held at the same hour on the next succeeding Tuesday, not a holiday, unless authorized by the City Council.

Due to November 11, 2013 being a legal holiday, staff is requesting that the meeting be rescheduled for Thursday, November 14, 2013 due to staffing conflicts on Tuesday, November 12, 2013.