

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, June 8, 2015
City Hall, Council Chambers
Meeting No. 11-15

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Mayor's Address on Protocol:

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

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of May 20, 2015 City Council Special Meeting Minutes
2. Approval of May 26, 2015 City Council Workshop Meeting Minutes
3. Approval of May 26, 2015 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Approval of Resolution of Appreciation for Bev Dusso on Her Retirement from the Tubman Organization
2. Approval of Resolution of Appreciation for Patty Phillips on Her Retirement as Superintendent from District 622
3. Acknowledgement of Harambee Community Cultures/Environmental Science School's Green Ribbon Schools Award from the U.S. Department of Education

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 Playcrest Playground Replacement
3. Approval of Contract with S&S Tree and Horticultural Specialists
4. Approval of Property Condemnation Settlement with Camada LP (Vomela), TH 36/English Street Interchange Improvements, City Project 09-08
5. Approval of a Resolution for a Temporary Lawful Gambling – Local Permit for the White Bear Avenue Business Association

H. PUBLIC HEARINGS

None

I. UNFINISHED BUSINESS

1. Resolutions Authorizing the Issuance and Awarding the Sale of Bonds
 - a. Approval of General Obligation Bonds, Series 2015B Resolution
 - b. Approval of Taxable General Obligation Refunding Bonds, Series 2015C Resolution
2. Gas Franchise Ordinances
 - a. Approval of Second Reading of Revised Gas Franchise Ordinance
 - b. Approval of Second Reading of New Gas Franchise Fee Ordinance to Fund Additional Road Repair
 - c. Approval of Gas Franchise Ordinance Summary Publication (Super Majority Vote)
 - d. Approval of Gas Franchise Fee Ordinance Summary Publication (Super Majority Vote)
3. Stormwater Ordinances and Standards
 - a. Approval of Second Reading of Revised Stormwater Related Ordinances
 - b. Approval of Revised Stormwater Related Ordinances Summary Publication (Super Majority Vote)

J. NEW BUSINESS

1. Approval of Design Review and a Reciprocal Easement Agreement, Beam Avenue Medical Building, Northeast of Beam and White Bear Avenues, Between Walgreens and Maplewood Heights Park
2. Approval to Enter into Contract for Services with Susan Fronk for Business Engagement Plan and Outreach Activities
3. Approval of Joy Park Shelter Public Art Project
4. Approval of an Amendment to Discharge of Firearms Ordinance – First Reading
5. Approval of Resolution Establishing a Solicitation Policy

K. AWARD OF BIDS

None

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

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update

N. COUNCIL PRESENTATIONS

O. ADJOURNMENT

Sign language interpreters for hearing impaired persons are available for public hearings upon request. The request for this must be made at least 96 hours in advance. Please call the City Clerk's Office at 651.249.2000 to make arrangements. Assisted Listening Devices are also available. Please check with the City Clerk for availability.

RULES OF CIVILITY FOR OUR COMMUNITY

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

Councilmember Juenemann moved to authorize Mayor Slawik and City Manager Coleman to execute the stipulation of settlement between the City of Maplewood and Camada Limited Partnership LLC.

Seconded by Councilmember Koppen

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

The motion passed.

G. ADJOURNMENT

Mayor Slawik adjourned the meeting at 5:45 p.m.

DRAFT

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
6:00 P.M. Tuesday, May 26, 2015
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 6:03 p.m. by Mayor Slawik.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

Councilmember Koppen moved to approve the agenda as submitted.

Seconded by Councilmember Abrams Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Solicitation Policy Discussion

City Attorney Kantrud presented the report. City Manager Coleman further addressed the council.

F. ADJOURNMENT

Mayor Slawik adjourned the meeting at 6:30 p.m.

The motion passed.

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

Councilmember Juenemann moved to approve the May 11, 2015 City Council Meeting Minutes as submitted.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Approval of a Resolution of Appreciation for Environmental and Natural Resources Commissioner Randee Edmundson

Environmental Planner Finwall gave the presentation.

Councilmember Juenemann moved to approve the Resolution of Appreciation for Environmental and Natural Resources Commissioner Randee Edmundson.

Resolution 15-5-1207
Resolution of Appreciation

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

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

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

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

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

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. Approval of 2014 Housing Economic Development Commission Annual Report

HEDC Chairperson Jenkins provided the report.

Councilmember Juenemann moved to approve the 2014 Housing Economic Development Commission Annual Report.

Seconded by Councilmember Abrams Ayes – All

The motion passed.

3. Proclamation Recognizing National CPR/AED Awareness Week June 1-7, 2015

Councilmember Abrams moved to approve the Proclamation Recognizing National CPR/AED Awareness Week June 1-7, 2015.

Seconded by Mayor Slawik Ayes – All

The motion passed.

G. CONSENT AGENDA

Councilmember Koppen moved to approve consent agenda items G1-G9 and G11-G17.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Koppen moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

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

PAYROLL

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

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Approval of Resolution Authorizing Purchase of Insurance Agent Services

Councilmember Koppen moved to approve the resolution to retain Arthur J. Gallagher and Company as insurance agent for the City of Maplewood at a cost of \$12,000.

Resolution 15-5-1208

BE IT RESOLVED THAT Arthur J. Gallagher and Company be re-appointed as the broker of record and insurance agent at a cost of \$12,000 for the insurance year starting July 1, 2015 and continuing through June 30, 2016.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

3. Approval of Resolution to Adopt State Performance Measures

Councilmember Koppen moved to approve the resolution to adopt State Performance Measures.

Resolution 15-5-1209
Adopting State Performance Measures

WHEREAS, the Minnesota Legislature created a Council on Local Results and Innovation; and

WHEREAS, participation in the program may assist the City of Maplewood in improving service delivery and enhancing communication with residents;

BE IT RESOLVED THAT

the City does hereby adopt and will implement the minimum 10 performance measures developed by the Council on Local Results and Innovation;

the City has implemented a local performance measurement system;

the City will survey its residents by the end of the calendar year on the services included in the performance benchmarks;

the City will report the results of the 10 adopted measure to its residents before the end of the calendar year through publication, posting on the entity's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

4. Approval to Close Debt Service Funds

Councilmember Koppen moved to approve the Finance Director make all entries necessary to

account for the transfers and move any remaining balance sheet accounts to the new funds.

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

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

5. Approval of Temporary Lawful Gambling - Local Permits for Ramsey Nursing Home Foundation, 2000 White Bear Avenue

Councilmember Koppen moved to approve the Temporary Lawful Gambling - Local Permits for Ramsey Nursing Home Foundation, 2000 White Bear Avenue.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

6. Approval of a Fee Waiver for a Temporary Food Sales Permit Fee for North East Soccer Association

Councilmember Koppen moved to approve to waive the fees in the amount of \$165.00 for a Temporary Food Sales Permit for the North East Soccer Association to be used for their event on June 5, 2015 through June 7, 2015.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

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

Councilmember Koppen moved to approve the language in Section 14-1377 incorporating the motion made at the second reading held on May 11, 2015.

ORDINANCE NO. 947

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE XVIII OF THE CITY CODE OF ORDINANCES RELATING TO THE SALE OF TOBACCO RELATED PRODUCTS

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

ARTICLE XVIII. - TOBACCO-RELATED PRODUCTS

Sec. 14-1371. - Recitals.

Sec. 14-1372. - Purpose.

Sec. 14-1373. - Definitions.

Sec. 14-1374. - License required.

- Sec. 14-1375. - Basis for denial of license.**
Sec. 14-1376. - Prohibited sales.
Sec. 14-1377. - Smoking prohibited.
Sec. 14-1378. - Compliance checks and inspections.
Sec. 14-1379. - Violations and penalty.
Secs. 14-1380—14-1400. - Reserved.

ARTICLE XVIII. - TOBACCO-RELATED PRODUCTS

FOOTNOTE(S):

--- (10) ---

Editor's note— Ord. No. 920, §§ 1—9, adopted Mar. 26, 2012, amended Art. XVIII in its entirety to read as set out herein. Former Art. XVIII, §§ 14-1371, 14-1372, pertained to similar subject matter and derived from Ord. No. 823, § 10-22, adopted Feb. 25, 2002.

State Law reference— Authority of city to license and regulate the sale of tobacco, Minn. Stats. § 461.12.

Sec. 14-1371. - Recitals.

The Minnesota Legislature has enacted the Minnesota Clean Indoor Air Act (Minn. Stats., §§ 144.411 to 144.417), the purpose of which is to protect employees and the general public from the hazards of secondhand smoke by eliminating smoking in public places, places of employment, public transportation and at public meetings, and nothing in the Minnesota Clean Air Act prohibits the city from enacting and enforcing more stringent measures to protect individuals from secondhand smoke. Pursuant to this authority and for the purpose of protecting individuals from the hazards of secondhand smoke, the city has determined that it is in the best interest of the public to prohibit the lighting of tobacco or the use of an electronic delivery device in a retail establishment by a customer or potential customer for the purpose of sampling tobacco products or electronic delivery devices.

(Ord. No. 920, § 1, 3-26-2012)

Sec. 14-1372. - Purpose.

The city recognizes the public health hazards of exposure of individuals to secondhand smoke. This article is intended to regulate the sale, possession, and use of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products to protect individuals from the hazards of secondhand smoke and tobacco use, and to further the official public policy of the State of Minnesota as stated in Minn. Stats. §§ 144.391 and 144.412, as they may be amended from time to time.

(Ord. No. 920, § 2, 3-26-2012)

Sec. 14-1373. - Definitions.

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

Child-resistant packaging means packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015 and was tested in

accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

Cigar means any roll of tobacco that is wrapped in tobacco leaf or in any substance containing tobacco, with or without a tip or mouthpiece, that is not a cigarette as defined in Minn. Stat. §297F.01, subd.3, as amended from time to time.

Compliance checks means the system the city uses to investigate and ensure that those authorized to sell tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products are following and complying with the requirements of this article. Compliance checks shall involve the use of minors as authorized by this article.

Compliance checks shall also mean the use of minors who attempt to purchase tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products for educational, research and training purposes as authorized by state and federal laws. Compliance checks may also be conducted by other units of government for the purpose of enforcing appropriate federal, state or local laws and regulations relating to tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products.

Electronic delivery devices means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to stimulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic Delivery Device includes any component part of such a product whether or not sold separately. Electronic Delivery Device does not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment for other medical purposes, and is being marketed and sold solely for that approved purpose.

Individually packaged means the practice of selling any tobacco or tobacco product wrapped individually for sale. Individually-wrapped tobacco and tobacco products shall include, but [shall] not be limited to, single cigarette packs, single cigars, single bags or cans of loose tobacco in any form, and single cans or other packaging of snuff or chewing tobacco. Cartons or other packaging containing more than a single pack or other container as described in this definition shall not be considered individually packaged.

Indoor area means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A 0.001 gauge window screen with an 18 by 16 mesh count is not considered a wall.

Loosies means the common term used to refer to a single or individually-packaged cigar or cigarette, or any other tobacco product that has been removed from its packaging and sold individually. The term "loosies" does not include individual cigars with a retail price, before any sales taxes, of more than \$2.60 per cigar.

Minor means any natural person who has not yet reached the age of eighteen (18) years.

Moveable place of business means any form of business operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and not a fixed-address storefront or other permanent type of structure authorized for sales transactions.

Nicotine or lobelia delivery products means any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco or an electronic delivery device as defined in this section, not including any product that has been

approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation, harm reduction, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

Retail establishment means any place of business where tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products are available for sale to the general public. The phrase shall include, but not be limited to, grocery stores, convenience stores, restaurants, and drug stores.

Sale means any transfer of goods for money, trade, barter or other consideration.

Self-service merchandising means open displays of tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products in any manner where any person shall have access to the tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products, without the assistance or intervention of the licensee or the licensee's employee. The assistance or intervention shall entail the actual physical exchange of the tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product between the customer and the licensee or employee. Self-service sales are interpreted as being any sale where there is not an actual physical exchange of the product between the clerk and the customer.

Smoking means inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product, or inhaling or exhaling vapor from any electronic delivery device. Smoking also includes carrying a lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation.

Tobacco means any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

Tobacco-related devices means pipes, rolling papers, ashtrays, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing or smoking of tobacco or tobacco products.

Vending machine means any mechanical, electric or electronic, or other type of device which dispenses tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products upon the insertion of money, tokens or other form of payment directly into the machine by the person seeking to purchase the tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.

(Ord. No. 920, § 3, 3-26-2012)

Sec. 14-1374. - License required.

- (a) *Generally.* No person may directly or indirectly or by means of any device keep for retail sale, sell at retail, offer to sell or otherwise dispose of any tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at any place in the city unless a license has first been issued by the city as provided in this section.
- (b) *Specifically.*

- (1) *Application.* An application for a license shall be made on a form provided by the city. The application shall contain the full name of the applicant, the applicant's residential and business addresses, and telephone numbers, the name of the business for which the license is sought, and any additional information the city deems necessary.
- (2) *Action.* Upon receipt of a completed application, the city clerk shall forward the application to the police department for investigation. The police department shall conduct an investigation of the applicant and application regarding the fitness of the applicant to hold a license pursuant to the standards set forth in this article, and report the results of its investigation to the city clerk within 30 days of receipt of the application. After the city finishes its investigation and reviews the finding, the application will be approved or denied by the city manager or his designee. If the application is approved, it will be issued by the city clerk. If the city manager or his designee denies the application, notice of the denial shall be given to the applicant along with notification of the applicant's right to appeal the decision.
- (3) *Fees.* No license shall be issued under this article until the appropriate license or investigation fee is paid in full. The fee(s) shall be established by the city council by resolution from time to time.
- (4) *Duration.* Licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.
- (5) *Sanctions for violation.* Shall be set by the city council at penalty phase not to be less than state mandated guidelines.
- (6) *Transfers.* All licenses issued under this article shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued.
- (7) *Moveable place of business.* No license shall be issued to a moveable place of business. Only fixed-location businesses shall be eligible to be licensed under this article.
- (8) *Display.* All licenses shall be posted and displayed in plain view of the general public on the licensed premises.
- (9) *Renewals.* The renewal of a license issued under this article shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days prior, but no more than 60 days before the expiration of the current license. The license holder is not entitled to an automatic renewal of the license.
- (10) *Sale by minors.* It shall be unlawful for any business licensed under this article to allow any person under the age of 18 years to sell, offer for sale, or attempt to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products.

(Ord. No. 920, § 4, 3-26-2012)

Sec. 14-1375. - Basis for denial of license.

The following shall be grounds for denying the issuance of or renewal of a license under this article; if a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this section:

- (1) The applicant is under the age of 18;
- (2) The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products.
- (3) The applicant has had a license to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products revoked or suspended within the preceding 12 months of the date of application.
- (4) the applicant fails to provide any information required on the application, or provides false or misleading information.
- (5) The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation, from holding such a license.
- (6) Nonpayment by the property owner and/or applicant of any fees or charges owed to the city and/or county, including, but not limited to, utilities and property taxes.

(Ord. No. 920, § 5, 3-26-2012)

Sec. 14-1376. - Prohibited sales.

- (a) *Generally.* It shall be a violation of this article for any person to sell or offer to sell any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product:
 - (1) To a minor;
 - (2) By a vending machine;
 - (3) By self-service;
 - (4) As loosies;
 - (5) Containing opium, morphine, jimsonweed, belladonna, strychnos, cocaine, marijuana, or other delirious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process; and/or
 - (6) To any other person, in any other manner or form prohibited by federal or state law or regulation, or by local ordinance.
- (b) *Specifically.*
 - (1) *Cigars.* It shall be a violation of this ordinance to sell, offer for sale, or otherwise distribute any cigar that is not within an original package containing fewer than five cigars, unless that package has a sales price of no less than \$2.60 per cigar contained within. Cigars to which price promotions or discounts apply shall not be excluded from this restriction.
 - (a) This section shall not apply to premium cigars as defined in Minnesota Statutes 297F.01, subdivision 13a.
 - (b) The minimum pricing established in this section shall be adjusted periodically for inflation at least every three years.

(c) The minimum retail sales price of an original package of five or more cigars shall be at least \$10.40, after any price promotions or discounts are taken into account and before the imposition of sales tax.

(2) *Liquid Packaging.* It shall be a violation of this ordinance to sell any liquid, whether or not such liquid contains nicotine, intended for human consumption and use in an electronic delivery device, in packaging that is not child-resistant. Upon request, a licensee shall provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

(Ord. No. 920, § 6, 3-26-2012)

Sec. 14-1377. - Smoking prohibited.

Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a tobacco license. Smoking for the purpose of sampling tobacco, tobacco-related devices, or electronic delivery devices is also prohibited except for the following addresses which are grandfathered in upon passage of Ordinance 947: 2515 White Bear Avenue N, 1700 Rice Street N, 1703 Cope Avenue E, 3035 White Bear Avenue N. When the establishments are sold, rented or change hands the address will continue to qualify for cigarette or tobacco licenses but will not be permitted to allow e-cigarette sampling. Signage must be posted as directed by State of Minnesota Administrative Rules.

(Ord. No. 920, § 7, 3-26-2012)

Sec. 14-1378. - Compliance checks and inspections.

All licensed premises shall be open to inspection by the city police or other authorized city official during regular business hours. From time to time, but at least once per year, the city shall conduct compliance checks by engaging with the written consent of their parents or guardians, minors over the age of 15 years but less than 18 years to enter the licensed premise to attempt to purchase tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products. Minors used for the purpose of compliance checks shall be supervised by city designated law enforcement officers or other designated city personnel. Minors used for compliance checks shall not be guilty of unlawful possession of tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products when those items are obtained as a part of the compliance check. No minor used in compliance checks shall attempt to use a false identification misrepresenting the minor's age, and all minors lawfully engaged in a compliance check shall answer all questions about the minor's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked.

(Ord. No. 920, § 8, 3-26-2012)

Sec. 14-1379. - Violations and penalty.

(a) *Misdemeanor prosecution.* Nothing in this section shall prohibit the city from seeking prosecution as a misdemeanor for any alleged violation of this article.

(b) *Administrative penalties.*

(1) *Licensees.* Any licensee found to have violated this article, or whose employee shall have violated this article, shall be charged an administrative fine of \$250.00 for a first violation of this article; \$500.00 for a second offense at the same licensed premises within a 24-month period; and \$750.00 for a third or subsequent offense at the same location within a 24-month period. In addition, after the third offense the license shall be suspended for not less than seven consecutive days.

The motion passed.

11. Approval of a Conditional Use Permit Review, Verizon Wireless Ground Equipment at Hillwood Drive and Sterling Street

Councilmember Koppen moved to approve to review the conditional use permit for cell phone and public safety communications facility at the St. Paul Regional Water Services water tower site again in one year.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

12. Approval to Accept 2015 Spring Clean Up Summary

Councilmember Koppen moved to approve to accept the 2015 Spring Clean Up Summary.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

13. Approval of a Memorandum of Understanding for the Implementation Phase of Partners in Energy

Councilmember Koppen moved to approve the Memorandum of Understanding for the implementation phase of Partners in Energy.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

14. Approval of Resolution of Support for the Institutionalization of the Regional Indicators Initiative

Councilmember Koppen moved to approve the resolution supporting the Institutionalization of the Regional Indicators Initiative.

Resolution 15-5-1210
Regional Indicators Initiative – Institutionalization

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

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

WHEREAS, the five-year plan for the institutionalization of the Regional Indicators Initiative includes: a peer review of the project’s methodology by a third party, the creation of an automated online database to manage the data, the collection of Regional Indicators data

for all metropolitan area cities and counties, support for cities in using Regional Indicators data to integrate energy planning into the comprehensive planning process, the establishment of a utility repository for community scale energy data, the collection of Regional Indicators data for all cities and counties in the state of Minnesota, and the continued public tracking of Regional Indicators data to measure progress toward city-, region-, and state-wide goals;

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

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

15. Approval to Purchase Sanitary Sewer Lift Station Emergency Generator

Councilmember Koppen moved to approve the purchase of the 100kW Portable Generator under MN State Contract #0000244062 from Cummins NPower, LLC totaling \$73,475.00.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

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

Councilmember Koppen moved to approve the resolution Approving Final Payment and Acceptance of Project for Fire Station 1 Improvements (South Fire Station), City Project 12-14.

Resolution 15-5-1211
Approving Final Payment and Acceptance of Project
Project 12-14

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

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

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

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

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

17. Approval to Authorize Final Payment for Storm Sewer Repair at 2567 Mayer Lane

Councilmember Koppen moved to approve the final payment to Capra's Utilities in the amount of \$45,488.78 for Storm Sewer Repair at 2567 Mayer Lane.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

H. PUBLIC HEARING

1. Approval of Gas Franchise Ordinances

a. Approval of First Reading of Revised Gas Franchise Ordinance

b. Approval of First Reading of New Gas Franchise Fee Ordinance to Fund Additional Road Repair

Mayor Slawik opened the public hearing. The following people spoke:

1. Bob Zick, North St. Paul Resident
2. Betty Seipel, 820 Dorland Road
3. Maggie Arneberg, 2298 Dahl Court
4. John Donofrio, 2569 Hillwood Drive

Mayor Slawik closed the public hearing.

Councilmember Cardinal moved to approve the first reading for the Revised Gas Franchise Ordinance.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

Councilmember Cardinal moved to approve the first reading for the New Gas Franchise Fee Ordinance.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Approval of Stormwater Ordinances and Standards

a. Approval of First Reading of Revised Stormwater Related Ordinances

b. Approval of Revisions to the Maplewood Stormwater Management Standards

Mayor Slawik opened the public hearing. No one spoke.

Mayor Slawik closed the public hearing.

Councilmember Juenemann moved to approve the first reading for the Revised Stormwater Related Ordinances.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

Councilmember Juenemann moved to approve the Maplewood Stormwater Management Standards.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

3. **Approval to Modify Development Program and Establish TIF District No. 1-13 for Villages at Frost-English, 1955 English Street**
 - a. **Approval of a Resolution for Modification to the Development Program for Development District No. 1 and Establishing Tax Increment Financing District No. 1-13 and approving a Tax Increment Financing Plan**
 - b. **Approval of a Resolution for the Phase One Tax Increment Financing Development Agreement with Maplewood Acquisition, LLC**
 - c. **Approval of Maplewood Acquisition LLC's Developer's Agreement**
 - d. **Approval of a Resolution for an Inter-Fund Loan Agreement**

Tom Denaway, Springsted Financial Advisor gave the presentation. Commissioner Dale Trippler gave the Planning Commission report. Commissioner Mark Jenkins gave the Economic Development Authority report. Shane McVay, Sherman & Associates addressed the council and gave additional information.

Mayor Slawik opened the public hearing. The following people spoke:

1. Bob Zick
2. Diana Longrie, 1771 Burr Street

Mayor Slawik closed the public hearing.

Councilmember Juenemann moved to approve the Resolution for the Modification to the Development Program for Development District No. 1 and Establishing Tax Increment Financing District No. 1-13 and approving a Tax Increment Financing Plan.

Resolution 15-5-1212
Resolution Approving the Modification to the
Development Program for Development District No. 1 and
Establishing Tax Increment Financing District No. 1-13 Therein and
Approving a Tax Increment Financing Plan Therefor

WHEREAS:

A. It has been proposed that the City of Maplewood, Minnesota (the "City") modify the Development Program for Development District No. 1 and establish Tax Increment Financing District No. 1-13 ("TIF District No. 1-13") therein and approve and accept the proposed Tax Increment Financing Plan therefor under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "Act"); and

B. The City Council has investigated the facts and has caused to be prepared a modification to the Development Program for Development District No. 1 (the "Development Program Modification"), and has caused to be prepared a proposed tax increment financing plan for TIF District No. 1-13 therein (the "TIF Plan"); and

C. The City has performed all actions required by law to be performed prior to the approval of the Development Program Modification and TIF Plan, including, but not limited to, notification of Ramsey County and School District No. 622 having taxing jurisdiction over the property to be included in TIF District No. 1-13 and the holding of a public hearing upon published and mailed notice as required by law; and

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

1. Development District No. 1. The City has heretofore established in the City Development District No. 1 (the "Development District"), the initial boundaries of which are fixed and determined as described in the Development Program.

2. Development Program Modification. The Development Program Modification, for the Development District, a copy of which is on file in the office of the City Manager, is adopted as the development program for the Development District.

3. TIF Plan. The TIF Plan is adopted as the tax increment financing plan for TIF District No. 1-13, and the City Council makes the following findings:

(a) TIF District No. 1-13 is a redevelopment district as defined in Minnesota Statutes, Section 469.174, Subd. 10(a)(1), the specific basis for such determination being that parcels consisting of at least 70% of the area of TIF District No. 1-13 are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures, and more than 50% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. The information used in making these findings is contained in the TIF Plan and a report of the building inspector which is incorporated herein by reference..

(b) The proposed development in the opinion of the City Council, would not occur solely through private investment within the reasonably foreseeable future. The reasons supporting this finding are that:

- (i) Private investment will not finance these redevelopment activities due to the high cost of site improvements and infrastructure costs. The City, without tax increment assistance, would not have the resources to undertake the necessary site improvements. It is necessary to finance these development activities through the use of tax increment financing so that other development by private enterprise will occur within the Development District.
- (ii) A comparative analysis of estimated market values both with and without establishment of TIF District No. 1-13 and the use of tax increments has been performed as described above. Such analysis is found in Exhibit V of the TIF Plan, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of TIF District No. 1-13 and the use of tax increments.

(c) In the opinion of the City Council, the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of TIF District No. 1-13 permitted by the TIF Plan.

The reasons supporting this finding are that:

- (i) The estimated amount by which the market value of the site will increase without the use of tax increment financing is \$0, plus a small amount attributable to appreciation in land value;
 - (ii) The estimated increase in the market value that will result from the development to be assisted with tax increment financing is \$19,354,736; and
 - (iii) The present value of the projected tax increments for the maximum duration of the district permitted by the tax increment financing plan is \$2,395,400.
- (d) The TIF Plan for TIF District No. 1-13 conforms to the general plan for development or redevelopment of the City of Maplewood as a whole. The reasons for supporting this finding are that:

- (i) TIF District No. 1-13 is properly zoned; and
- (ii) The Planning Commission of the City has determined that the proposed TIF Plan conforms to the general plan for the development and redevelopment of the City as a whole ; and
- (iii) The TIF Plan will generally compliment and serve to implement policies adopted by the City.

(e) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City of Maplewood as a whole, for the development or redevelopment of the Development District by private enterprise. The reasons supporting this finding are that:

The development activities are necessary so that development and redevelopment by private enterprise can occur within the Development District.

4. Public Purpose. The adoption of the Development Program Modification and TIF Plan conform in all respects to the requirements of the Act and will help fulfill a need to redevelop an area of the State which is already built up to provide employment opportunities and to improve the tax base and to improve the general economy of the State and thereby serves a public purpose.

5. Certification. The Auditor of Ramsey County is requested to certify the original net tax capacity of TIF District No. 1-13 as described in TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City Manager is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within TIF District No. 1-13 for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

6. Filing. The City Manager is further authorized and directed to file a copy of the Development Program Modification and TIF Plan for TIF District No. 1-13 with the Commissioner of Revenue and the Office of the State Auditor.

7. Administration. The administration of the Development District is assigned to the City Manager who shall from time to time be granted such powers and duties pursuant to

Minnesota Statutes, Sections 469.130 and 469.131 as the City Council may deem appropriate

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

Councilmember Juenemann moved to approve the Resolution for the Phase One Tax Increment Financing Development Agreement with Maplewood Acquisition, LLC

Resolution 15-5-1213
Resolution Authorizing
Execution of a Tax Increment Financing
Development Agreement

A. WHEREAS, Maplewood Apartments Limited Partnership (the "Developer") has requested the City of Maplewood, Minnesota (the "City") to assist with the financing of certain costs incurred in connection with the construction of an approximately 50-unit multifamily apartment facility in the City by the Developer (the "Project").

B. WHEREAS, the Developer and the City have determined to enter into a Tax Increment Financing Development Agreement providing for the City's tax increment financing assistance for the Project (the "Development Agreement").

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

1. The City Council hereby approves the Development Agreement in substantially the form submitted, and the Mayor and City Manager are hereby authorized and directed to execute the Development Agreement on behalf of the City.

2. The approval hereby given to the Development Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Development Agreement. The execution of the Development Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Development Agreement in accordance with the terms hereof.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

Councilmember Juenemann moved to approve the terms of the Development Agreement with Maplewood Acquisition, LLC for the Villages at Frost-English, 1955 English Street North, and authorize the Mayor and City Manager to execute the agreement signifying City Council approval. The City Attorney is authorized to approve the final format of the agreement and also approve minor modifications to the agreement.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

Councilmember Juenemann moved to approve the Resolution for an Inter-fund Loan Agreement.

Resolution 15-5-1214
Resolution Approving the Terms of up to a \$75,000
Interfund Loan in Connection with a
Proposed Tax Increment Financing District No. 1-13

BE IT RESOLVED by the City Council (the "Council") of the City of Maplewood, Minnesota (the "City"), as follows:

Section 1. Background.

(a) The City proposes to establish a Tax Increment Financing District No. 1-13 (the "TIF District") within Development District No. 1, and proposes to adopt a tax increment financing plan for the TIF District (the "TIF Plan").

(b) The City has determined to pay for certain costs identified in the TIF Plan consisting of land/building acquisition, public utilities, site improvements/preparation, other eligible improvements, and administrative costs (the "Qualified Costs") incurred in connection with the establishment of the TIF District and development/redevelopment of land within the TIF District, which costs will be financed on a temporary basis from City funds available for such purposes.

(c) Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally made, in order to finance the Qualified Costs.

(d) The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan").

Section 2. Terms of Interfund Loan.

(a) The City hereby authorizes the advance of up to \$750,000 from the City's General Fund or so much thereof as may be paid as Qualified Costs. The City shall reimburse itself for such advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 4% and will not fluctuate.

(b) Principal and interest on the Interfund Loan shall be paid semi-annually on each February 1 and August 1 (each a "Payment Date") commencing with the Payment Date on which the City has Available Tax Increment (defined below), or on any other dates determined by the City Manager, through the last receipt of tax increment from the TIF District.

(c) Payments on the Interfund Loan are payable solely from "Available Tax Increments" which shall mean, on each Payment Date, all of the tax increment available after other obligations have been paid, generated in the preceding six (6) months with respect to the property within the TIF District and remitted to the City by Ramsey County, all in accordance

1. The approved exterior storage is limited to equipment, trailers and vehicles associated with a pest and animal control and snow removal business. All vehicles and trailers must be licensed and operable and stored on an approved parking surface.
 2. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
 3. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday, and not on Sunday as required by city code. This condition shall not prohibit business activity on the property during these hours so long as the business activity does not otherwise violate the provisions of the city ordinance regulating noise.
 4. The proposed construction and the outdoor storage on the property must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
 5. The city council shall review this permit in one year.
 6. The owner or applicant shall meet the hard surface parking and minimum space requirements as stated in the staff engineer's report, dated April 28, 2015, and required by ordinance.
- B. Approve the conditional use permit revision resolution. This conditional use permit allows a 40 by 49-foot storage building within the M-1 (light manufacturing) zoning district that is within 350 feet of a residential zoning district (at 1055 Gervais Avenue). This approval shall be subject to the following conditions (additions are underlined and deletions are crossed out):
1. All construction shall follow the project plans as approved by the city. This shall include providing a driveway to the gate of the storage yard, subject to the requirements of the fire marshal.
 2. The approved exterior storage is limited to equipment, trailers and vehicles associated with a pest and animal control and snow removal business. All vehicles and trailers must be licensed and operable and stored on an approved parking surface.
 3. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
 4. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday, and not on Sunday as required by city code. This condition shall not prohibit business activity on the property during these hours so long as the business activity does not otherwise violate the provisions of the city ordinance regulating noise.

5. The proposed construction and the outdoor storage on the property must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
6. The city council shall review this permit in one year.
7. The owner or applicant shall meet the hard surface parking and minimum space requirements as stated in the staff engineer's report, dated April 28, 2015, and required by ordinance. The city council may require more parking spaces should the need arise.
8. The property owner shall keep the site clean of debris and shall cut or remove any noxious weeds.
9. The owners and operators shall only use Maplewood Drive and Gervais Avenue for access to the site. There shall be no truck traffic from this business on Cypress Street or on Keller Parkway.
10. The owner shall not make any changes or modifications to the north 44 feet of the property which will have a negative impact on the managed B wetland to the north of the property. Any changes or modifications proposed by the owner shall be submitted to the city for approval prior to implementation.

Resolution 15-5-1215
Conditional Use Permit Revision Resolution

WHEREAS, Mike and Sue Laughlin, representing Laughlin Pest Control, applied for a conditional use permit (CUP) revision to have an outdoor storage area.

WHEREAS, this permit applies to property at 1055 Gervais Avenue.

WHEREAS, the legal description of the property is:

The South 290.4 feet of the East 150.00 feet of the Northwest Quarter of Section 9, Township 29, Range 22, Ramsey County, Minnesota. (PIN 09-29-22-24-0038)

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

1. On May 5, 2015, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave persons at the hearing a chance to speak and present written statements. The commission also considered reports and recommendations of the city staff. The planning commission recommended that the city council approve the conditional use permit.
2. On May 26, 2015, the city council discussed the proposed conditional use permit. They considered reports and recommendations from the planning commission and city staff.

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

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

Approval is subject to the following conditions (additions are underlined and deletions are crossed out):

1. The approved exterior storage is limited to equipment, trailers and vehicles associated with pest and animal control and snow removal business. All vehicles and trailers must be licensed and operable and stored on an approved parking surface.
2. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
3. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday, and not on Sunday as required by city code. This condition shall not prohibit business activity on the property during these hours so long as the business activity does not otherwise violate the provisions of the city ordinance regulating noise.
4. The proposed construction and the outdoor storage on the property must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
5. The city council shall review this permit in one year.
6. The owner or applicant shall meet the hard surface parking and minimum space requirements as stated in the staff engineer's report, dated April 28, 2015, and required by ordinance.

Resolution 15-5-1216
CONDITIONAL USE PERMIT REVISION RESOLUTION

WHEREAS, Mike and Sue Laughlin, representing Laughlin Pest Control, applied for a conditional use permit (CUP) revision to allow a commercial building within 350 feet of a residential district.

WHEREAS, this permit applies to property at 1055 Gervais Avenue.

WHEREAS, the legal description of the property is:

The South 290.4 feet of the East 150.00 feet of the Northwest Quarter of Section 9, Township 29, Range 22, Ramsey County, Minnesota. (PIN 09-29-22-24-0038)

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

1. On May 5, 2015, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave persons at the hearing a chance to speak and present written statements. The commission also considered reports and recommendations of the city staff. The planning commission recommended that the city council approve the conditional use permit.
2. On May 26, 2015, the city council discussed the proposed conditional use permit. They considered reports and recommendations from the planning commission and city staff.

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

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

features into the development design.

9. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions (additions are underlined and deletions are crossed out):

1. All construction shall follow the project plans as approved by the city. This shall include providing a driveway to the gate of the storage yard, subject to the requirements of the fire marshal.
2. The approved exterior storage is limited to roll-off containers equipment, trailers and vehicles associated with a roll-off delivery pest and animal control and snow removal business. All vehicles and trailers must be licensed and operable and stored on an approved parking surface.
3. The owner or applicant installing and maintaining a screening fence that is 100 percent opaque around the perimeter of the outdoor storage area. The owner shall maintain and repair the fence so that it remains in good condition and 100 percent opaque.
4. There shall be no noise-making business activity conducted in the property, or made by vehicles entering or leaving the lot, between 7 p.m. and 7 a.m., Monday through Saturday, and not on Sunday as required by city code. This condition shall not prohibit business activity on the property during these hours so long as the business activity does not otherwise violate the provisions of the city ordinance regulating noise.
5. The proposed construction and the outdoor storage on the property must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
6. The city council shall review this permit in one year.
7. The owner or applicant shall meet the hard surface parking and minimum space requirements as stated in the staff engineer's report, dated April 28, 2015, and required by ordinance. The city council may require more parking spaces should the need arise.
8. The property owner shall keep the site clean of debris and shall cut or remove any noxious weeds.
9. The owners and operators shall only use Maplewood Drive and Gervais Avenue for access to the site. There shall be no truck traffic from this business on Cypress Street or on Keller Parkway.
10. The owner shall not make any changes or modifications to the north 44 feet of the property which will have a negative impact on the managed B wetland to the north of the property. Any changes or modifications proposed by the owner shall be submitted to the city for approval prior to implementation.

Seconded by Councilmember Koppen

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

Abstain – Councilmember Cardinal

The motion passed.

3. Ice Cream Social at Joy Park

Mayor Slawik invited residents to an Ice Cream Social at Joy Park on Wednesday, June 3, 2015 from 5:00 p.m. to 8:00 p.m. to gather input regarding some exciting changes to Joy Park.

4. Memorial Day Event

Mayor Slawik reported on the Memorial Day event she attended at the Ramsey County Care Center.

5. Rebranding Survey

Mayor Slawik encouraged members of the community to give input on the rebranding survey.

O. ADJOURNMENT

Mayor Slawik adjourned the meeting at 10:21p.m.

DRAFT

MEMORANDUM

TO: City Council

FROM: Melinda Coleman, City Manager

DATE: June 2, 2015

SUBJECT: Approval of Resolution of Appreciation for Bev Dusso on Her Retirement from the Tubman Organization

Introduction/Background

Bev Dusso will be retiring from her position as CEO of the Tubman Organization in July of 2015. The City of Maplewood would like to acknowledge Ms. Dusso's twenty-five years of service with the Tubman Organization with the adoption of the attached Resolution of Appreciation.

Tubman is a pioneer in best-practice models of mental and chemical health services for women, as well as family violence prevention and intervention. Throughout the Twin Cities, Tubman provides safe shelter, legal services, counseling, elder care resources, youth programming and community education while guiding and sustaining individuals and families on the journey from chaos and fear to healing and restoration.

Under Ms. Dusso's leadership, the agency has experienced tremendous growth, from an annual operating budget of \$650,000 to just over \$9 million, a consolidation with Family Violence Network, a merger with Chrysalis, A Center for Women and most recently a merger with ElderCare Rights Alliance (ECRA). Tubman is now a multiservice family agency offering a full complement of services including legal intervention; counseling and therapy; parenting, financial literacy and job search education; and violence prevention courses.

The City of Maplewood would like to express its gratitude and appreciation for Ms. Dusso's twenty-five years of service and dedication to the women, children and families struggling with relationship violence, substance abuse and mental health in Maplewood and the surrounding communities.

Budget Impact

None.

Recommendation

It is recommended that the City Council approve the attached Resolution of Appreciation for Bev Dusso on her retirement from the Tubman Organization.

Attachments

1. Resolution of Appreciation

**CITY OF MAPLEWOOD
RESOLUTION OF APPRECIATION**

WHEREAS, Beverly Dusso has served as the CEO of the Tubman Organization (originally called the Harriet Tubman Women’s Shelter) since 1989; and

WHEREAS, Beverly Dusso has shown herself to be an advocate for safe and healthy families, individuals and communities; and

WHEREAS, under Beverly Dusso’s leadership the Tubman Organization has experienced tremendous growth and change resulting in a multiservice family agency offering a full complement of services including legal intervention; counseling and therapy; parenting, financial literacy and job search education; and violence prevention courses; and

WHEREAS, the City of Maplewood has appreciated her guidance in helping more than 40,000 adults and children in Hennepin, Ramsey and Washington Counties and the surrounding area get the support and information they need to reach their full potential for safe, healthy, stable lives.; and

WHEREAS, Beverly Dusso is retiring from the Tubman Organization after serving twenty-five years as its Chief Executive Officer;

THEREFORE, be it resolved that the City of Maplewood expresses its gratitude and appreciation for Ms. Dusso’s twenty-five years of service and dedication to the women, children and families struggling with relationship violence, substance abuse and mental health in Maplewood and the surrounding communities.

Nora Slawik, Mayor

Attest:

Karen Haag, City Clerk

MEMORANDUM

TO: City Council

FROM: Melinda Coleman, City Manager

DATE: June 2, 2015

SUBJECT: Approval of Resolution of Appreciation for Patty Phillips on Her Retirement as Superintendent of District 622

Introduction

Patty Phillips will be retiring from her position as Superintendent of School District 622 at the end of June 2015. The City of Maplewood would like to acknowledge Ms. Phillips' ten years of service with Independent School District 622 with the adoption of the attached Resolution of Appreciation.

Background

Ms. Phillips began her tenure as the Superintendent of District 622 on July 1, 2005. During her years of service she has been an advocate for children and for education, as well as an active community leader. The City of Maplewood would like to express its gratitude and appreciation for Ms. Phillips' ten years of service and dedication to the students, staff and families of School District 622 and the communities of North St. Paul, Maplewood and Oakdale.

Budget Impact

None.

Recommendation

It is recommended that the City Council approve the attached Resolution of Appreciation for Patty Phillips on Her Retirement as Superintendent of District 622.

Attachments

1. Resolution of Appreciation

**CITY OF MAPLEWOOD
RESOLUTION OF APPRECIATION**

WHEREAS, Patty Phillips has served School District 622; the North St. Paul, Maplewood, Oakdale Schools; as Superintendent since July 1, 2005; and

WHEREAS, Patty Phillips has shown herself to be a leader in her field as exhibited by her being named Minnesota Superintendent of the Year in 2010; and

WHEREAS, Patty Phillips has led the way in progressive equity leadership; guiding the District when they received the Human Rights Campaign Foundation's Welcoming Schools Seal of Excellence; given to districts across the nation that have gone the extra mile to create safe schools, excellent school climate and bullying prevention; and

WHEREAS, the City of Maplewood has appreciated her leadership, cooperation, experience, insight and innovation within District 622 and the community; and

WHEREAS, Patty Phillips is retiring from School District 622 after ten years of service as superintendent;

THEREFORE, be it resolved that the City of Maplewood expresses its gratitude and appreciation for Ms. Phillips ten years of service and dedication to the students, staff and families of School District 622 and the communities of North St. Paul, Maplewood and Oakdale.

Nora Slawik, Mayor

Attest:

Karen Haag, City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Shann Finwall, AICP, Environmental Planner

DATE: June 2, 2015

SUBJECT: Acknowledgement of Harambee Community Cultures/Environmental Science School's Green Ribbon Schools Award from the U.S. Department of Education

Introduction

Harambee Community Cultures/Environmental Science School is an elementary school located at 30 County Road B East, Maplewood - within the 623 School District. Harambee means working together for a common purpose. The school's mission is to create a community of learners whose achievement and well being are enhanced by diversity, which is valued and celebrated.

Background

On April 22, 2015, Harambee Community Cultures/Environmental Science School was one of four elementary schools in the state to be awarded the Green Ribbon School by the U.S. Department of Education. Refer to Green Ribbon School Award (Attachment 1).

Discussion

The aim of U.S. Department of Education Green Ribbon Schools is to inspire schools, districts, and institutions of higher education to strive for 21st century excellence, by highlighting exemplary practices and resources that all can employ. The award recognizes these organizations for three pillars of achievement:

1. Reduce environmental impact and costs;
2. Improve the health and wellness of schools, students, and staff; and
3. Provide environmental education, which teaches many disciplines, and is especially good at effectively incorporating science/technology/engineering/mathematics (STEM), civic skills, and green career pathways.

Commission Review

On March 26, 2015, Environmental and Natural Resources Commissioner Mollie Miller invited Jenny Eckman, Harambee's Environmental Science Specialist, to the ENR Commission meeting. During the meeting Ms. Eckman discussed the school's environmental programs and opportunities for community partnerships. Refer to the handout titled "What's happening at Harambee with environmental science?" for additional information (Attachment 2).

On May 18, 2015, the ENR Commission recommended the Acknowledgement of Harambee Community Cultures/Environmental Science School's Green Ribbon Schools Award from the U.S. Department of Education (Attachment 3).

Budget Impact

None

Recommendation

Approve the Acknowledgement of Harambee Community Cultures/Environmental Science School's Green Ribbon Schools Award from the U.S. Department of Education (Attachment 3).

Attachment

1. Green Ribbon School Award
2. What's Happening at Harambee with Environmental Science?
3. Acknowledgement of Harambee Community Cultures/Environmental Science School's Green Ribbon Schools Award from the U.S. Department of Education



Secretary of Education Names 2015 U.S. Department of Education Green Ribbon Schools and District and Postsecondary Sustainability Awardees Nominated by Minnesota Department of Education and the Minnesota Office of Higher Education

April 22, 2015

Managing Director of the White House Council on Environmental Quality Christy Goldfuss joined U.S. Secretary of Education Arne Duncan to announce that 4 schools, 1 district, and 1 college from Minnesota are among the 2015 U.S. Department of Education Green Ribbon Schools.

They are:

- City of Lakes Waldorf School, Minneapolis, MN
- Harambee Community Cultures/Environmental Science School, Maplewood, MN
- Redtail Ridge Elementary School, Savage, MN
- Rockford Middle School-Center for Environmental Studies, Rockford, MN
- University of Minnesota-Morris, Morris, MN
- West St Paul-Mendota Heights-Eagan School District 197, Mendota Heights, MN

These schools are honored for their accomplishments in the three pillars of the award program:

1. Reducing environmental impact
2. Improving health and wellness
3. Providing effective environmental education

In total, across the country, 58 schools and 14 districts were honored for their exemplary efforts to reduce environmental impact and utility costs, promote better health, and ensure effective environmental education, including civics and green career pathways. In addition, 9 colleges and universities were honored for the Postsecondary Sustainability Award. Duncan and Goldfuss made the announcement at the U.S. Department of Education, in Washington, DC.

“These honorees are compelling examples of the ways schools can help children build real-world skillsets, cut school costs, and provide healthy learning environments,” Duncan said. “U.S. Department of Education Green Ribbon Schools are an inspiration and deserve the spotlight for embodying strong examples of innovative learning and civic engagement. We also are thrilled to add institutions of higher education to the list of honorees this year for the first time in the award’s history.”

Schools are selected by an application process that requires the schools to document their accomplishments in each of the three pillars. The Minnesota Department of Education and the Minnesota Office of Higher Education use panels of experts to evaluate the applications and determine state finalists. The applications are evaluated by a national panel to select the awardees. The list of all selected schools, districts, colleges, and universities, as well as their nomination packages, can be found [here](#). A report with highlights on the 81 honorees can be found [here](#).



More information on the federal recognition award can be found [here](#). Resources for all schools to move toward the three Pillars can be found [here](#). Information about the Minnesota application process is available [here](#).



Harambee Community Cultures Environmental Science School

30 County Road B E, Maplewood, MN 55117

(651)379-2500

What's Happening at Harambee with environmental science?

Food Waste Recycling Program—Barthold Hog Farms

In the fall of 2013, Harambee made the move to food waste recycling with assistance from Ramsey County Environmental Health Department. We now recycle all food waste and use compostable trays in the lunchroom.

Jeffers Foundation Partnership

We began an official partnership with the Jeffers Foundation during the 2013-14 school year that continues today. The purpose of the foundation is "...to provide for direct primary education and the development of primary education principles, models, and curricula aimed at teaching young persons the value of wise stewardship of natural resources... and insuring the conservation and preservation of natural resources for the use and enjoyment of present and future generations." Through our partnership, the foundation provides staff development, curriculum materials and science journals for each student. We work with Jeffers staff and other partnership schools to share resources and ideas for reaching the goals of improved environmental education.



Student using Jeffers journal



Teachers get outside for Jeffers staff development

Capitol Region Watershed District—Partnership grant

We received this grant in 2013-14 and another in 2014-15—total of \$14,000

Goal: Improve and expand water education

Outcomes: Pays for 3 days of subs so teachers are able to attend Hamline Rivers Institute, 1 day of subs for Big River Journey training, teacher meeting and planning time and curriculum materials related to water quality and conservation education. We also hosted a family event in 4th and 5th grade where the Science Museum of MN came to Harambee for an engineering workshop. Our 4/5 water theme begins with the MN state standards about the water cycle and expands to include learning about the Mississippi watershed, water quality and conservation issues, two engineering projects related to water, ecology lessons about invasive and native species, geology and geography of the Mississippi river valley and an analysis of our own water impact in the Harambee backyard. The 2015 grant allows us to expand water education into grades K-3 as well.



Teacher learning about stream tables at Rivers Institute



Enviroscape watershed model



Water filter engineering project

Big River Journey

One of the highlight experiences of the water project is the Big River Journey field trip. Students attend this field trip in the fall of 5th grade. Big River Journey is an award winning project coordinated by the National Park Service and the Padelford Packet Boat Co. along with several community partners including the Science Museum of MN and Hamline Center for Global Environmental Education. On the field trip, students visit Fort Snelling State Park, have a chat with a costumed volunteer from Fort Snelling historical site and experience a paddleboat ride down the Mississippi and stations on the history, ecology, and geology of the area.

Wilderness Inquiry—Mississippi River Day trip

We are expanding the river project in 2015 with a culminating experience on the river in a different mode. Wilderness Inquiry uses 24 foot cedar strip voyageur style canoes that hold 10 people at a time. Their experience with inclusive outdoor education is a perfect match with our goal of giving our students first hand opportunities in the natural world. Our plan is to culminate the 2 year water theme with a day trip on the Mississippi with Wilderness Inquiry. We believe that going from the paddleboat experience in the fall to actually being right on the river as the school year ends will be life changing experience for our students. Many of our students are in groups that are traditionally under-represented in science, technology, and outdoor recreation. We see the canoe trip as a way to connect students with the river in a very tangible way and to introduce them to life-long environmental science and outdoor recreation. A partnership with WI provides a 2/3 scholarship while Harambee does fund raising for the remaining costs.

Capitol Region Watershed District—Special Project Grant

Received Dec 2014; project to be completed spring of 2015—\$55,000.00

Goal: Make improvements to property to create rain gardens and bio-swales to decrease the negative environmental impact of storm water run-off and improve public knowledge of natural resource issues and solutions. We aim to make significant improvements to water quality and raise awareness with students, families, and the larger community. Students have already been involved with assessing water run off on the property and will be involved in planting and maintenance of the rain gardens.

Capitol Region Watershed District—Rain Barrel Workshop Subsidy Grant

Hosted workshop June 2014; applying again spring 2015 value: \$1200.00

Goal: Increase public knowledge of water quality benefits of rain barrels; construct rain barrels for home use.

22 rain barrels were constructed and taken to participant's homes and neighborhoods. CRWD subsidized cost of workshop and 50% of cost per barrel.



State Arts Board grant—Arts Learning Grant

2013-14 and fall of 2014-2015 approx. \$20,000

Goal: to use the monarch butterfly as an integrating theme for our two magnet foci and other subject areas.

Following school wide monarch study focusing on the science of life cycle, migration and seasonal change, we worked with two guest artists. A guest musician shared music, language and culture from Central and South America with a focus on instruments made from natural objects and exploring in more detail the places where MN birds and butterflies migrate. A guest visual artist guided students to make butterfly puppets with recycled materials and a large scale monarch mobile.



Milkweed and Monarchs Project

1st, 2nd and 3rd grades attended the Flight of the Butterflies IMAX movie at the Science Museum of Minnesota as part of our monarch themed work. We chose this movie because of the monarch connection but also due to the theme of citizen science. Every grade level at Harambee has been involved in citizen science project in the past year. As a result of our work with the monarch theme, we are currently winter treating milkweed seeds and planning a large scale project for the spring where we will distribute seeds and plants to the community in hopes of educating more people about monarchs and getting more milkweed planted.



North American Monarch Institute—Butterfly Garden Grant

Grants awarded March 2015—applied for \$1700

A Roseville board member invited staff from the U of MN monarch lab to come to Harambee and see our monarch mobile and other monarch projects. As a result, 3 Harambee teachers were invited and participated in 3 day NAMI workshop; designed to bring together teachers and scientists to improve ecological and conservation education for Monarchs and other insects. Institute participants can apply for grants to develop butterfly/pollinator gardens on school sites. We have applied to build a specific butterfly garden adjacent to one of the proposed rain gardens and for curricular materials related to pollinators.

Garden in a Box program—MN State Horticulture Society

Through this program, we received 6 raised bed gardens to add to our established garden along with a selection of vegetables and the supplies needed to plant them. In addition, we were able to participate in staff development about container gardening and host an information session for families. Students in our before and after school program used the gardens as an integral part of their spring and summer curriculum, maintaining, harvesting, tasting and trying recipes with the produce we grew. We typically host 2 family events per year in the garden and have had attendance of 50 people or more at each.



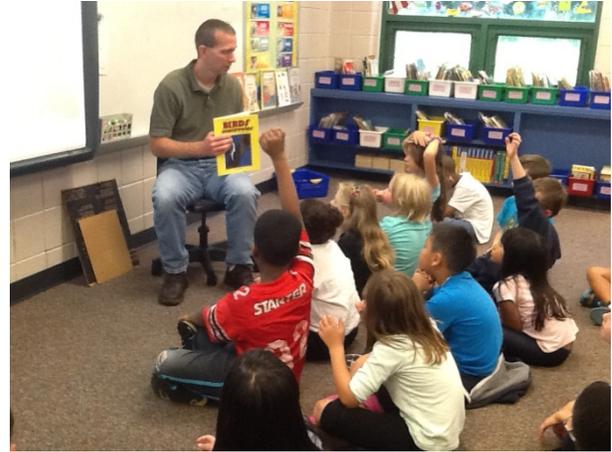
MN Ornithologists Union—Savaloja Grant

Received April 2014-started with 2nd grade fall 2014 -\$3815

Grant Goal: Promoting public interest in birds and their natural habitats and reach a more diverse audience of potential birders.

Harambee Goal: To use the engaging theme of birds to integrate standards in multiple subject areas.

Purchased classroom set of high quality binoculars, bird conservation and habitat curriculum, field guides and bird resource books along with an author visit and training and planning time for teachers. Students are working to assess our school grounds as a habitat for birds, learning about migration and other conservation issues affecting birds. Grant funding also allowed us to establish a second bird feeding station on the school grounds.



Century Link/MN Business Partnership Teachers and Technology Grant

Received May 2014---\$4650

Goal: Innovative integration of technology and 21st century learning

Purchased 2 Engineering is Elementary curriculum modules for earth materials and agricultural engineering projects, a subscription to online integrated curriculum materials, teacher training in engineering and technology and teacher meeting time for planning and monitoring projects.

HB Fuller Foundation--STEM grant program

Received Nov 2014--\$5009 approved

Goal: Increase interest in science and engineering through innovative engineering projects—introduce green technologies to 6th grade students. Grant funded purchase of Engineering is Elementary solar energy kits for 6th grade at Harambee and Central Park, and purchase of wind energy curriculum materials through KidWind and Vernier.

Como Park Zoo and Conservatory Education Department—Nature’s Engineers Program

This is our 3rd year with this legacy amendment funded program. We participate in Mini-Movers, where a Como staff member brings animals and does activities with kindergarten students about animal adaptations. We also do the Early Engineers program where a Como staff member works with each 4th grade class for 3 sessions with a focus on bio-engineering and how we can adapt the successful designs of nature for human engineering.

Water Is Life—Science Museum of MN, MN Landscape Arboretum and Mpls Institute of Art

Harambee was a pilot school for this program partnership with 3 well-known local institutions. All 3rd grade students experienced an in school program and classroom visit from the SMM, along with field trips to the landscape arboretum and the MIA. The program is designed to engage students in real-world learning experiences to stimulate scientific discovery, critical thinking, and language development while integrating state standards in science, social studies, language arts and visual arts. We are exploring ways to fund this as a permanent program for 3rd grade when the pilot is over.

Winter Family Fun Day—Partnership with Joe’s Sporting Goods

For more than 5 years, Harambee has hosted a winter family event in the backyard to promote environmental education and outdoor recreation. We use our class set of kid-size equipment; sleds, snow shoes and cross country skis along with our school set of binoculars and Joe’s Sporting Goods lends us adult size equipment to share. This well attended event has also featured volunteers from MN Ornithologists Union and Jeffers Foundation leading information sessions along with staff volunteers.



***Acknowledgement of Harambee Community Cultures/
Environmental Science School's
Green Ribbon Schools Award
from the U.S. Department of Education***

Harambee Community Cultures/Environmental Science School is an elementary school located at 30 County Road B East, Maplewood, Minnesota, within the 623 School District. Harambee means working together for a common purpose. The school's mission is to create a community of learners whose achievement and well being are enhanced by diversity, which is valued and celebrated.

On April 22, 2015, Harambee Community Cultures/Environmental Science School was one of four elementary schools in Minnesota to be awarded the Green Ribbon School by the U.S. Department of Education.

The aim of U.S. Department of Education Green Ribbon Schools is to inspire schools, districts, and institutions of higher education to strive for 21st century excellence, by highlighting exemplary practices and resources that all can employ. The award recognizes these organizations for three pillars of achievement including reducing environmental impact and costs; improving the health and wellness of schools, students, and staff; and providing environmental education, which teaches many disciplines, and is especially good at effectively incorporating science/technology/engineering/mathematics (STEM), civic skills, and green career pathways.

The Maplewood City Council acknowledges Harambee Community Cultures/Environmental Science School's accomplishment as a leader in environmental studies and diversity and is honored to have Harambee as a partner in the Community.

*This Acknowledgement is made by the
Maplewood City Council June 8, 2015.*

Nora Slawik, Mayor

Attest:

Karen Haag, City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: June 3, 2015
SUBJECT: Approval of Claims

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

ACCOUNTS PAYABLE:

\$ 357,170.76	Checks # 95119 thru # 95162 dated 05/26/15
\$ 287,119.95	Disbursements via debits to checking account dated 05/18/15 thru 05/22/15
\$ 102,708.63	Checks #95163 thru #95197 dated 05/28/15 thru 06/02/15
\$ 458,554.07	Disbursements via debits to checking account dated 05/26/15 thru 05/29/15
<u>\$ 1,205,553.41</u>	Total Accounts Payable

PAYROLL

\$ 520,761.15	Payroll Checks and Direct Deposits dated 05/22/15
\$ 1,576.28	Payroll Deduction check # 9994974 thru #9994977 dated 05/22/15
<u>\$ 522,337.43</u>	Total Payroll
<u><u>\$ 1,727,890.84</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

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: May 22, 2015
SUBJECT: Approval of Claims

It is recommended that you approve payment of the following claims:

ACCOUNTS PAYABLE:

\$ 357,170.76 Checks # 95119 thru # 95162
dated 05/26/15

\$ 287,119.95 Disbursements via debits to checking account
dated 05/18/15 thru 05/22/15

\$ 644,290.71 TOTAL

Attached is a detailed listing of these claims for your review.

Approved by: _____ Date _____
City Manager

lmk
attachments

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: May 29, 2015
SUBJECT: Approval of Claims

It is recommended that you approve payment of the following claims:

ACCOUNTS PAYABLE:

\$ 102,708.63 Checks #95163 thru #95197
dated 05/28/15 thru 06/02/15

\$ 458,554.07 Disbursements via debits to checking account
dated 05/26/15 thru 05/29/15

\$ 561,262.70 TOTAL

Attached is a detailed listing of these claims for your review.

Approved by: _____ Date _____
City Manager

Imk
attachments

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: May 22, 2015
SUBJECT: Approval of Claims

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

PAYROLL

\$	520,761.15	Payroll Checks and Direct Deposits dated 05/22/15
\$	1,576.28	Payroll Deduction check # 9994974 thru #9994977 dated 05/22/15
\$	522,337.43	Total Payroll

Attached is a detailed listing of these claims.

lmk
attachments

Check Register
City of Maplewood

05/21/2015

Check	Date	Vendor	Description	Amount	
95119	05/26/2015	05114	BOLTON & MENK, INC.	GIS ASSSISTANCE - NEW PROJECTS	420.00
95120	05/26/2015	00211	BRAUN INTERTEC CORP.	PROJ 13-10 CORING/PAVEMENT EVAL	2,475.00
95121	05/26/2015	00283	CENTURY COLLEGE	CEU FIREFIGHTER PROGRAM	2,175.00
95122	05/26/2015	03067	CRAIG RAPP LLC	CONSULTANT SRVS-COUNCIL & STAFF	5,500.00
95123	05/26/2015	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - APRIL	1,344.35
95124	05/26/2015	04206	H A KANTRUD	ATTORNEY SERVICES - JUNE	8,000.00
95125	05/26/2015	03759	HOTSYMINNESOTA.COM	SOAP FOR STATION 1	464.39
95126	05/26/2015	00393	MN DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - APRIL 22472123035	1,792.89
95127	05/26/2015	00393	MN DEPT OF LABOR & INDUSTRY	PRESSURE VESSEL 1955 CLARENCE ST	10.00
95128	05/26/2015	00985	METROPOLITAN COUNCIL	WASTEWATER - JUNE	245,317.42
95129	05/26/2015	01886	ROSENBAUER MINNESOTA, LLC	TRUCK REPAIR TO L325	2,815.40
95130	05/26/2015	05488	SUN LIFE FINANCIAL	PREMIUM - LIFE,LTD,STD - MAY	7,463.72
95131	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0371083	759.35
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0371999	735.33
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0328559	272.55
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0395052	268.97
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0294743	252.79
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0282620	212.56
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0264717	185.86
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0264726	185.86
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0380041	104.73
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0349366	73.46
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0373496	70.27
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0395065	64.15
	05/26/2015	05305	TOSHIBA FINANCIAL SERVICES (1)	CONTRACT 500-0264705	57.31
95132	05/26/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	3,124.65
	05/26/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	1,777.85
	05/26/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	274.56
	05/26/2015	01190	XCEL ENERGY	FIRE SIRENS	51.55
95133	05/26/2015	04047	ASHLAND PRODUCTIONS	SOUND AND LIGHT SRVS FOR MCC	350.00
	05/26/2015	04047	ASHLAND PRODUCTIONS	SOUND AND LIGHT SRVS FOR MCC	200.00
	05/26/2015	04047	ASHLAND PRODUCTIONS	SOUND AND LIGHT SRVS FOR MCC	100.00
95134	05/26/2015	03130	CAMPBELL KNUTSON P.A.	PROSECUTION SRVS & MISC EXPENSES	9,354.55
95135	05/26/2015	00258	CARDINAL HOMEBUILDERS INC	ESCROW RELEASE 2498 HILLWOOD DR E	3,534.97
95136	05/26/2015	05187	WHITE BEAR AREA CHAMBER OF COMME	MEMBERSHIP FEE/DONATION SCHOLARSH	550.00
95137	05/26/2015	00338	CRABTREE COMPANIES INC.	SUPPORT CONTRACT FOR LASERFICHE	7,006.00
95138	05/26/2015	05529	ENERGY SCAPES INC.	SPEAKER - SUSTAINABEL LANDSCAPES	50.00
95139	05/26/2015	05368	HEALTHEAST VEHICLE SERVICES	CAD SETUP WITH HARDWARE	2,338.84
	05/26/2015	05368	HEALTHEAST VEHICLE SERVICES	CAD SETUP WITH HARDWARE	1,825.23
	05/26/2015	05368	HEALTHEAST VEHICLE SERVICES	CAD SETUP WITH HARDWARE	1,641.28
95140	05/26/2015	05032	IMAGING PATH	PRINTING SRVS 04/01 - 06/30	5,396.16
95141	05/26/2015	00846	LANGUAGE LINE SERVICES	PD PHONE-BASED INTERPRETIVE SRVS	52.20
95142	05/26/2015	00857	LEAGUE OF MINNESOTA CITIES	CONFERENCE-CARDINAL/JUENEMANN	750.00
	05/26/2015	00857	LEAGUE OF MINNESOTA CITIES	CONFERENCE FEE - M FUNK	375.00
95143	05/26/2015	00891	M A M A	LUNCHEON MEETING - M FUNK	20.00
95144	05/26/2015	00896	M C M A	MEMBERSHIP FEE - M FUNK	142.80
95145	05/26/2015	00532	MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEE - APRIL	220.00
95146	05/26/2015	04404	MASIMO AMERICAS, INC.	REPAIR TO MASIMO	286.64
95147	05/26/2015	04790	MAYER ARTS, INC.	DANCE INSTRUCTION	8,932.00
	05/26/2015	04790	MAYER ARTS, INC.	DANCE COSTUME FEES	1,875.00
95148	05/26/2015	05530	METRO LEGAL SERVICES, INC.	LEGAL PROCESS SRVS PW FILE # 14-02	75.00
95149	05/26/2015	04142	POLLY MEYER	DANCE INSTRUCTION MCC MAY 1	70.00
95150	05/26/2015	05503	NET TRANSCRIPTS, INC.	AUDIO TRANSCRIPTION	40.50
95151	05/26/2015	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - APRIL	3,489.25
	05/26/2015	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - MAY	1,000.00

G1, Attachments

95152	05/26/2015	02629	NOVACARE REHABILITATION	PRE-EMPLOYMENT PHYSICAL	110.00
95153	05/26/2015	00001	ONE TIME VENDOR	REFUND C MOUA TRANS MEDIC MW4657	51.76
95154	05/26/2015	00001	ONE TIME VENDOR	REFUND S BENDER TABLE TENNIS MCC	37.00
95155	05/26/2015	01267	PIONEER PRESS	AUCTION ADVERTISING	597.00
95156	05/26/2015	01359	REGAL AUTO WASH BILLING	VEHICLE WASHES - APRIL	53.20
95157	05/26/2015	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-002	204.77
	05/26/2015	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-003	190.95
	05/26/2015	05528	TOSHIBA FINANCIAL SERVICES (2)	CONTRACT 7950665-001	156.20
95158	05/26/2015	00013	TREE REBATE	REFUND D MAAS - TREE REBATE	50.00
95159	05/26/2015	04540	TRICARE FOR LIFE	REFUND FOR TRANS MEDIC MW30941	98.40
	05/26/2015	04540	TRICARE FOR LIFE	REFUND FOR TRANS MEDIC MW31029	80.09
95160	05/26/2015	01691	USPCA REGION 18	TRAINING/CERTIFICATION COURSE	120.00
95161	05/26/2015	02159	WHITE BEAR AREA YMCA	MGMT & MARKETING SRVS MCC	5,846.00
95162	05/26/2015	05531	WINDSCAPES	MULCH ROBINHOOD/4 SEASON PARKS	7,800.00
	05/26/2015	05531	WINDSCAPES	PLAYGROUND MULCH AFTON/WAKEFIELD	5,850.00
					357,170.76

44 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
5/18/2015	MN State Treasurer	Drivers License/Deputy Registrar	15,808.05
5/18/2015	MN Dept of Revenue	Sales Tax	6,403.00
5/19/2015	MN State Treasurer	Drivers License/Deputy Registrar	21,886.29
5/19/2015	MN Dept of Revenue	Fuel Tax	326.33
5/20/2015	MN State Treasurer	Drivers License/Deputy Registrar	48,826.29
5/20/2015	Delta Dental	Dental Premium	1,988.54
5/21/2015	MN State Treasurer	Drivers License/Deputy Registrar	46,017.18
5/22/2015	MN State Treasurer	Drivers License/Deputy Registrar	51,945.38
5/22/2015	MN Dept of Natural Resources	DNR electronic licenses	1,533.00
5/22/2015	US Bank VISA One Card*	Purchasing card items	57,131.23
5/22/2015	Optum Health	DCRP & Flex plan payments	736.66
5/22/2015	ICMA (Vantagepointe)	Deferred Compensation	4,057.00
5/22/2015	Voya - State Plan	Deferred Compensation	30,461.00
			287,119.95

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
05/04/2015	05/05/2015	UNIFORMS UNLIMITED INC.	\$107.07	CLINT ABEL
05/01/2015	05/04/2015	HOLIDAY STNSTORE 0310	\$20.01	DAVE ADAMS
05/14/2015	05/15/2015	MILLS FLEET FARM 2700	\$84.55	DAVE ADAMS
05/04/2015	05/05/2015	L A POLICE GEAR INC	\$198.30	PAUL BARTZ
05/11/2015	05/12/2015	UNIFORMS UNLIMITED INC.	\$83.18	PAUL BARTZ
05/13/2015	05/15/2015	MINNESOTA GOVERNMENT F	\$60.00	GAYLE BAUMAN
05/13/2015	05/15/2015	MINNESOTA GOVERNMENT F	\$30.00	GAYLE BAUMAN
05/07/2015	05/11/2015	OFFICE DEPOT #1090	\$50.83	REGAN BEGGS
05/13/2015	05/15/2015	OFFICE DEPOT #1090	\$53.65	REGAN BEGGS
05/15/2015	05/15/2015	PITNEY BOWES PI	\$53.71	REGAN BEGGS
04/30/2015	05/04/2015	KEEPRS INC 2	\$400.00	STANLEY BELDE
04/30/2015	05/04/2015	PHOTOJOJO.COM/CHARGE	\$46.00	CHAD BERGO
05/03/2015	05/05/2015	IPHONEHACKS DEALS	\$14.95	CHAD BERGO
05/06/2015	05/07/2015	BESTBUYCOM723790023689	\$256.98	CHAD BERGO
05/06/2015	05/07/2015	WWW.ISTOCK.COM	\$520.00	CHAD BERGO
05/13/2015	05/15/2015	COMO PARK ANIMAL HOSPITAL	\$776.82	BRIAN BIERDEMAN
04/30/2015	05/04/2015	THE HOME DEPOT 2801	\$204.58	OAKLEY BIESANZ
05/04/2015	05/06/2015	IN *EGGPLANT URBAN FARM S	\$10.75	OAKLEY BIESANZ
05/08/2015	05/11/2015	PAWFECTIION	\$24.90	OAKLEY BIESANZ
05/13/2015	05/14/2015	USPS 26833800033400730	\$19.60	OAKLEY BIESANZ
05/14/2015	05/15/2015	ACT*10KLAKES	\$130.00	JASON BRASH
05/01/2015	05/04/2015	CUB FOODS #1599	\$26.71	NEIL BRENEMAN
05/02/2015	05/04/2015	SUN RAY LANES	\$381.61	NEIL BRENEMAN
05/02/2015	05/04/2015	CUB FOODS-SUN RAY	\$32.27	NEIL BRENEMAN
05/07/2015	05/08/2015	TARGET 00011858	\$98.92	NEIL BRENEMAN
05/07/2015	05/08/2015	HENRIKSEN ACE HARDWARE	\$18.94	NEIL BRENEMAN
05/14/2015	05/15/2015	HUDSON HOUSE GRAND HOTEL	\$396.00	NEIL BRENEMAN
05/06/2015	05/07/2015	FEDEX 850127246816	\$70.00	TROY BRINK
05/07/2015	05/08/2015	FEDEX 780611215708	\$94.70	TROY BRINK
05/14/2015	05/15/2015	MENARDS MAPLEWOOD	\$18.95	BRENT BUCKLEY
05/14/2015	05/15/2015	MENARDS MAPLEWOOD	\$5.32	BRENT BUCKLEY
05/08/2015	05/11/2015	BEST BUY MHT 00000109	\$80.32	NATHAN BURLINGAME
05/08/2015	05/11/2015	REPLACEMENT TABLE LEGS	\$162.20	SARAH BURLINGAME
05/09/2015	05/11/2015	AMAZON MKTPLACE PMTS	\$48.94	SARAH BURLINGAME
05/11/2015	05/12/2015	AMAZON MKTPLACE PMTS	\$72.46	SARAH BURLINGAME
05/06/2015	05/11/2015	THE LODGE AT SUGAR LAKE I	\$265.00	NICHOLAS CARVER
05/14/2015	05/15/2015	ACT*10KLAKES	\$130.00	NICHOLAS CARVER
05/05/2015	05/06/2015	MENARDS OAKDALE	\$2.43	SCOTT CHRISTENSON
05/06/2015	05/08/2015	THE HOME DEPOT 2801	\$71.43	SCOTT CHRISTENSON
05/07/2015	05/08/2015	G&K SERVICES AR	\$355.78	SCOTT CHRISTENSON
05/12/2015	05/14/2015	THE HOME DEPOT 2801	\$213.28	SCOTT CHRISTENSON
05/12/2015	05/14/2015	THE HOME DEPOT 2801	\$5.48	SCOTT CHRISTENSON
05/13/2015	05/14/2015	HENRIKSEN ACE HARDWARE	\$8.49	SCOTT CHRISTENSON
05/04/2015	05/05/2015	CUB FOODS #1599	\$53.75	MELINDA COLEMAN
05/05/2015	05/06/2015	DALCO ENTERPRISES, INC	\$15.80	CHARLES DEAVER
05/05/2015	05/06/2015	MENARDS OAKDALE	\$104.64	CHARLES DEAVER
05/07/2015	05/08/2015	G&K SERVICES AR	\$27.16	CHARLES DEAVER
05/13/2015	05/14/2015	FRATTALLONES WOODBURY AC	\$32.13	CHARLES DEAVER
05/05/2015	05/07/2015	INTERFACE AMERICAS	\$119.62	TOM DOUGLASS
05/06/2015	05/08/2015	THE HOME DEPOT 2801	\$78.39	TOM DOUGLASS
05/07/2015	05/08/2015	CINTAS 470	\$137.44	TOM DOUGLASS
05/07/2015	05/11/2015	THE HOME DEPOT 2801	(\$109.94)	TOM DOUGLASS
05/07/2015	05/11/2015	CORE HEALTH & FITNESS	\$117.49	TOM DOUGLASS
05/07/2015	05/11/2015	THE HOME DEPOT 2801	\$178.03	TOM DOUGLASS
05/07/2015	05/11/2015	THE HOME DEPOT 2801	\$82.30	TOM DOUGLASS
05/08/2015	05/11/2015	COMMERCIAL POOL & SPA SUP	\$924.50	TOM DOUGLASS

05/08/2015	05/11/2015	WW GRAINGER	\$247.51	TOM DOUGLASS
05/11/2015	05/12/2015	CUMMINS NPOWER LLC	\$2,378.69	TOM DOUGLASS
05/11/2015	05/12/2015	COMMERCIAL POOL & SPA SUP	\$459.75	TOM DOUGLASS
05/11/2015	05/13/2015	THE HOME DEPOT 2801	\$17.90	TOM DOUGLASS
05/11/2015	05/13/2015	THE HOME DEPOT 2801	\$7.78	TOM DOUGLASS
05/11/2015	05/13/2015	THE HOME DEPOT 2801	\$53.12	TOM DOUGLASS
05/12/2015	05/13/2015	NOR*NORTHERN TOOL	\$95.21	TOM DOUGLASS
05/12/2015	05/13/2015	HANK'S SPECIALTIES, INC.	\$54.96	TOM DOUGLASS
05/04/2015	05/05/2015	L A POLICE GEAR INC	\$101.99	MICHAEL DUGAS
05/06/2015	05/07/2015	ADVANCE SHORING COMPANY	\$111.15	DOUG EDGE
05/08/2015	05/11/2015	NW LASERS AND INSTRUMENT	\$86.50	ANDREW ENGSTROM
05/06/2015	05/07/2015	PAYPAL EBAY MARKTPLC USD	\$59.45	CHRISTINE EVANS
05/07/2015	05/07/2015	THE LIFEGUARD STORE IN	\$167.42	CHRISTINE EVANS
05/07/2015	05/08/2015	RUBBER STAMP CHAMP	\$102.00	CHRISTINE EVANS
05/04/2015	05/05/2015	PAYPAL *MNAPA	\$25.00	SHANN FINWALL
05/01/2015	05/04/2015	THE UPS STORE 2171	\$15.48	MYCHAL FOWLDS
05/04/2015	05/05/2015	ZOHO CORPORATION	\$540.00	MYCHAL FOWLDS
05/04/2015	05/05/2015	ZOHO CORPORATION	\$540.00	MYCHAL FOWLDS
05/05/2015	05/06/2015	IDU*INSIGHT PUBLIC SEC	\$267.48	MYCHAL FOWLDS
05/07/2015	05/08/2015	IDU*INSIGHT PUBLIC SEC	(\$489.92)	MYCHAL FOWLDS
05/08/2015	05/08/2015	SPRINT *WIRELESS	\$66.81	MYCHAL FOWLDS
05/08/2015	05/11/2015	BEST BUY MHT 00000109	\$5.36	MYCHAL FOWLDS
05/10/2015	05/11/2015	AT&T*BILL PAYMENT	\$37.10	MYCHAL FOWLDS
05/12/2015	05/13/2015	BEST BUY MHT 00000109	\$835.55	MYCHAL FOWLDS
05/04/2015	05/05/2015	IDU*INSIGHT PUBLIC SEC	\$994.61	NICK FRANZEN
05/05/2015	05/06/2015	IDU*INSIGHT PUBLIC SEC	\$4,069.60	NICK FRANZEN
05/06/2015	05/07/2015	HP DIRECT-PUBLICSECTOR	\$1,057.54	NICK FRANZEN
05/07/2015	05/08/2015	IDU*INSIGHT PUBLIC SEC	\$279.36	NICK FRANZEN
05/08/2015	05/11/2015	IDU*INSIGHT PUBLIC SEC	\$288.42	NICK FRANZEN
05/10/2015	05/11/2015	IDU*INSIGHT PUBLIC SEC	\$278.62	NICK FRANZEN
05/12/2015	05/13/2015	IDU*INSIGHT PUBLIC SEC	\$160.27	NICK FRANZEN
05/13/2015	05/14/2015	IDU*INSIGHT PUBLIC SEC	\$1,805.18	NICK FRANZEN
05/14/2015	05/15/2015	HP DIRECT-PUBLICSECTOR	\$1,052.32	NICK FRANZEN
05/03/2015	05/04/2015	OREILLY AUTO 00020743	\$183.12	CLARENCE GERVAIS
05/04/2015	05/05/2015	OREILLY AUTO 00020743	(\$19.28)	CLARENCE GERVAIS
05/05/2015	05/06/2015	GERTEN'S	\$199.07	JAN GREW HAYMAN
05/07/2015	05/08/2015	VZWRLSS*APOCC VISN	\$97.49	KAREN HAAG
05/10/2015	05/11/2015	221B RESOURCES LLC	\$119.98	TIMOTHY HAWKINSON JR.
05/07/2015	05/11/2015	STREICHER'S MPLS	\$80.00	STEVEN HIEBERT
05/12/2015	05/13/2015	KOHL'S 0576	\$59.99	STEVEN HIEBERT
05/05/2015	05/06/2015	JOHN DEERE LANDSCAPES530	\$71.55	GARY HINNENKAMP
05/07/2015	05/12/2015	WW GRAINGER	(\$247.95)	GARY HINNENKAMP
05/11/2015	05/12/2015	HENRIKSEN ACE HARDWARE	\$6.49	GARY HINNENKAMP
05/11/2015	05/12/2015	WW GRAINGER	\$193.73	GARY HINNENKAMP
05/01/2015	05/04/2015	WEDDINGPAGES INC	\$335.84	RON HORWATH
05/07/2015	05/08/2015	FIRST SHRED	\$13.00	RON HORWATH
05/14/2015	05/15/2015	CUB FOODS-SUN RAY	\$17.27	ANN HUTCHINSON
05/01/2015	05/04/2015	DALCO ENTERPRISES, INC	\$657.58	DAVID JAHN
05/04/2015	05/06/2015	THE HOME DEPOT 2801	\$81.16	DAVID JAHN
05/06/2015	05/07/2015	MENARDS MAPLEWOOD	\$59.98	DAVID JAHN
05/08/2015	05/11/2015	DAVIS LOCK & SAFE	\$187.47	DAVID JAHN
05/11/2015	05/12/2015	DALCO ENTERPRISES, INC	\$19.50	DAVID JAHN
05/07/2015	05/08/2015	HENRIKSEN ACE HARDWARE	\$10.67	KEVIN JOHNSON
05/14/2015	05/15/2015	DELEGARD TOOL COMPANY	\$232.52	DON JONES
05/01/2015	05/04/2015	OFFICEMAX/OFFICE DEPOT616	\$26.23	LOIS KNUTSON
05/08/2015	05/11/2015	CURTIS 1000 INC.	\$76.61	LOIS KNUTSON
05/11/2015	05/12/2015	CHIPOTLE 0224	\$9.05	LOIS KNUTSON

05/11/2015	05/13/2015	THE OLIVE GARD00012005	\$119.22	LOIS KNUTSON
05/12/2015	05/13/2015	FIRST SHRED	\$80.30	LOIS KNUTSON
05/12/2015	05/13/2015	FIRST SHRED	\$875.00	LOIS KNUTSON
05/12/2015	05/14/2015	OFFICE DEPOT #1090	\$112.99	LOIS KNUTSON
05/08/2015	05/11/2015	PAYPAL *MNAPA	\$25.00	DUWAYNE KONEWKO
05/04/2015	05/05/2015	L A POLICE GEAR INC	\$106.98	TOMMY KONG
05/04/2015	05/05/2015	CDW GOVERNMENT	\$142.40	JASON KREGER
05/05/2015	05/06/2015	AMAZON.COM	\$222.37	JASON KREGER
05/06/2015	05/07/2015	CDW GOVERNMENT	\$444.25	JASON KREGER
05/13/2015	05/14/2015	AMAZON MKTPLACE PMTS	\$253.73	JASON KREGER
05/13/2015	05/15/2015	OFFICEMAX/OFFICE DEPOT616	\$53.55	JASON KREGER
05/04/2015	05/06/2015	OFFICEMAX/OFFICE DEPOT616	\$58.78	NICHOLAS KREKELER
05/06/2015	05/07/2015	AUTOZONE3948	\$12.84	NICHOLAS KREKELER
05/07/2015	05/08/2015	FEDEXOFFICE 00006171	\$22.81	NICHOLAS KREKELER
05/08/2015	05/11/2015	BATTERIES PLUS #31	\$14.99	NICHOLAS KREKELER
05/06/2015	05/07/2015	UNIFORMS UNLIMITED INC.	\$50.99	DAVID KVAM
05/14/2015	05/14/2015	COMCAST CABLE COMM	\$62.82	DAVID KVAM
05/02/2015	05/04/2015	COMCAST CABLE COMM	\$2.25	STEVE LUKIN
05/04/2015	05/05/2015	KIDDE FIRE TRAINERS CITY	(\$390.49)	STEVE LUKIN
05/04/2015	05/06/2015	STOKKE'S MEAT MARKET	\$16.04	STEVE LUKIN
05/05/2015	05/05/2015	AIRGASS NORTH	\$19.00	STEVE LUKIN
05/05/2015	05/06/2015	AIRGASS NORTH	\$110.22	STEVE LUKIN
05/05/2015	05/06/2015	AIRGASS NORTH	\$238.03	STEVE LUKIN
05/05/2015	05/06/2015	AIRGASS NORTH	\$194.40	STEVE LUKIN
05/05/2015	05/07/2015	ASPEN MILLS INC.	\$8.00	STEVE LUKIN
05/05/2015	05/07/2015	ASPEN MILLS INC.	\$89.90	STEVE LUKIN
05/06/2015	05/07/2015	IN *EMERGENCY RESPONSE SO	\$521.48	STEVE LUKIN
05/07/2015	05/08/2015	MENARDS OAKDALE	\$52.72	STEVE LUKIN
05/08/2015	05/11/2015	EMERGENCY APPARATUS MAINT	\$527.50	STEVE LUKIN
05/11/2015	05/13/2015	ASPEN MILLS INC.	\$1,703.50	STEVE LUKIN
05/14/2015	05/14/2015	COMCAST CABLE COMM	\$143.77	STEVE LUKIN
05/08/2015	05/11/2015	RED WING SHOE #727	\$152.99	BRENT MEISSNER
05/10/2015	05/11/2015	SPORTSMANS GUIDE	\$7.48	ALESIA METRY
04/30/2015	05/04/2015	DHW BUCKSTAFF	\$85.24	BRIAN MICHELETTI
05/08/2015	05/11/2015	BOUND TREE MEDICAL LLC	\$1,255.37	MICHAEL MONDOR
05/08/2015	05/11/2015	HEALTH CARE LOGISTICS	\$130.67	MICHAEL MONDOR
05/11/2015	05/13/2015	BOUND TREE MEDICAL LLC	\$44.49	MICHAEL MONDOR
05/12/2015	05/14/2015	BOUND TREE MEDICAL LLC	\$72.25	MICHAEL MONDOR
05/10/2015	05/11/2015	LAW ENFORCEMENT SUPPLY	\$36.15	MICHAEL NYE
05/04/2015	05/06/2015	DISTRICT - 3066 BLAINE	\$323.61	ERICK OSWALD
05/04/2015	05/06/2015	DISTRICT - 3066 BLAINE	\$251.13	ERICK OSWALD
05/05/2015	05/07/2015	OFFICE DEPOT #1090	\$96.36	MARY KAY PALANK
05/06/2015	05/08/2015	OFFICE DEPOT #1090	\$102.45	MARY KAY PALANK
05/04/2015	05/05/2015	AUTO PLUS LITTLE CANADA	\$35.99	STEVEN PRIEM
05/04/2015	05/05/2015	AUTO PLUS LITTLE CANADA	\$30.99	STEVEN PRIEM
05/05/2015	05/06/2015	AUTO PLUS LITTLE CANADA	\$88.58	STEVEN PRIEM
05/05/2015	05/06/2015	LIBSON TWIN CITY AUTO AND	\$1,146.20	STEVEN PRIEM
05/05/2015	05/06/2015	ZAHL PMC	\$87.33	STEVEN PRIEM
05/05/2015	05/07/2015	BOYER TRUCKS - MPLS	\$101.61	STEVEN PRIEM
05/05/2015	05/07/2015	PIONEER RIM AND WHEEL-MN	\$119.98	STEVEN PRIEM
05/06/2015	05/08/2015	UNLIMITED SUPPLIES	\$26.90	STEVEN PRIEM
05/07/2015	05/08/2015	AUTO PLUS LITTLE CANADA	(\$35.99)	STEVEN PRIEM
05/07/2015	05/08/2015	1ST AYD CORP	\$125.92	STEVEN PRIEM
05/07/2015	05/08/2015	FACTORY MTR PTS #1	\$336.99	STEVEN PRIEM
05/07/2015	05/11/2015	NORTHERN POWER PRODUCTS	\$94.14	STEVEN PRIEM
05/07/2015	05/11/2015	AN FORD WHITE BEAR LAK	\$26.74	STEVEN PRIEM
05/08/2015	05/11/2015	ZIEGLER INC COLUMBUS	\$154.54	STEVEN PRIEM

05/11/2015	05/12/2015	AN FORD WHITE BEAR LAK	\$351.32	STEVEN PRIEM
05/12/2015	05/13/2015	LTG POWER EQUIPMENT	\$105.01	STEVEN PRIEM
05/12/2015	05/13/2015	AUTO PLUS LITTLE CANADA	\$164.57	STEVEN PRIEM
05/12/2015	05/13/2015	AUTO PLUS LITTLE CANADA	\$139.30	STEVEN PRIEM
05/13/2015	05/15/2015	MAC TOOLS	\$18.20	STEVEN PRIEM
05/14/2015	05/15/2015	AUTO PLUS LITTLE CANADA	\$77.95	STEVEN PRIEM
05/14/2015	05/15/2015	AUTO PLUS LITTLE CANADA	\$14.16	STEVEN PRIEM
05/07/2015	05/11/2015	THE HOME DEPOT 2801	\$11.88	KELLY PRINS
05/11/2015	05/12/2015	HOBART SERVICE-CW	\$274.20	KELLY PRINS
05/13/2015	05/14/2015	VIKING ELECTRIC-CREDIT DE	\$132.60	KELLY PRINS
05/11/2015	05/13/2015	MINNESOTA OCCUPATIONAL HE	\$308.00	TERRIE RAMEAUX
05/06/2015	05/07/2015	DALCO ENTERPRISES, INC	\$491.66	MICHAEL REILLY
05/08/2015	05/11/2015	THE HOME DEPOT 2801	\$181.12	MICHAEL REILLY
05/12/2015	05/13/2015	HILLYARD INC MINNEAPOLIS	\$1,021.70	MICHAEL REILLY
05/02/2015	05/04/2015	ELIVATE	\$150.75	LORI RESENDIZ
05/06/2015	05/07/2015	LES MILLS WEST COAST INC	\$270.00	LORI RESENDIZ
05/11/2015	05/12/2015	G&K SERVICES AR	\$98.74	LORI RESENDIZ
05/12/2015	05/14/2015	POWDER BLUE PRODUCTIONS	\$26.70	LORI RESENDIZ
05/13/2015	05/14/2015	MENARDS MAPLEWOOD	\$23.04	LORI RESENDIZ
05/13/2015	05/14/2015	MENARDS MAPLEWOOD	\$10.75	LORI RESENDIZ
05/01/2015	05/04/2015	CUB FOODS #1599	\$87.48	AUDRA ROBBINS
05/14/2015	05/15/2015	CTC*CONSTANTCONTACT.COM	\$60.00	AUDRA ROBBINS
05/06/2015	05/07/2015	IN *EMERGENCY RESPONSE SO	\$313.50	ROBERT RUNNING
05/07/2015	05/08/2015	WINNICK SUPPLY	\$371.34	ROBERT RUNNING
05/13/2015	05/15/2015	DISTRICT - 3066 BLAINE	\$213.30	ROBERT RUNNING
05/08/2015	05/11/2015	LILLIE SUBURBAN NEWSPAPER	\$74.25	DEB SCHMIDT
05/07/2015	05/08/2015	IN *ENCOMPASS TELEMATICS,	\$598.00	PAUL SCHNELL
05/07/2015	05/08/2015	DELTA AIR 0062309132754	\$1,534.20	PAUL SCHNELL
05/01/2015	05/04/2015	ON SITE SANITATION INC	\$1,710.58	SCOTT SCHULTZ
05/02/2015	05/06/2015	CINTAS 60A SAP	\$113.46	SCOTT SCHULTZ
05/02/2015	05/06/2015	CINTAS 60A SAP	\$141.80	SCOTT SCHULTZ
05/04/2015	05/05/2015	MINNESOTA PETROLEUM SERVI	\$259.00	SCOTT SCHULTZ
05/07/2015	05/08/2015	G&K SERVICES AR	\$1,009.31	SCOTT SCHULTZ
05/08/2015	05/11/2015	FLEXIBLE PIPE TOOL COMPAN	\$850.00	SCOTT SCHULTZ
05/01/2015	05/04/2015	WELCOME WAGON	\$138.00	CAITLIN SHERRILL
05/04/2015	05/05/2015	OAKDALE CUB FOODS	\$14.97	CAITLIN SHERRILL
05/08/2015	05/11/2015	HOBBY-LOBBY #563	\$98.45	CAITLIN SHERRILL
05/08/2015	05/11/2015	4IMPRINT	\$337.90	CAITLIN SHERRILL
05/11/2015	05/13/2015	HOBBY-LOBBY #563	(\$14.94)	CAITLIN SHERRILL
05/13/2015	05/14/2015	TARGET 00011858	\$22.27	CAITLIN SHERRILL
05/13/2015	05/14/2015	BAKERS-SQUARE-REST #0670	\$85.92	CAITLIN SHERRILL
05/13/2015	05/15/2015	A-1 LAUNDRY	\$38.37	CAITLIN SHERRILL
05/03/2015	05/04/2015	COMCAST CABLE COMM	\$73.82	MICHAEL SHORTREED
05/05/2015	05/06/2015	THOMSON WEST*TCD	\$337.49	MICHAEL SHORTREED
05/10/2015	05/11/2015	LOWES #02313*	\$14.95	CHRISTINE SOUTTER
05/10/2015	05/11/2015	MENARDS WEST ST PAUL	\$23.45	CHRISTINE SOUTTER
05/13/2015	05/14/2015	U OF M PARKING	\$8.00	CHRISTINE SOUTTER
05/14/2015	05/15/2015	LAKESHORE LEARNING #41	\$12.53	CHRISTINE SOUTTER
04/30/2015	05/04/2015	OFFICE DEPOT #1080	\$9.29	JAMES TAYLOR
04/30/2015	05/04/2015	OFFICE DEPOT #1090	\$9.09	JAMES TAYLOR
04/30/2015	05/04/2015	OFFICE DEPOT #1090	\$141.13	JAMES TAYLOR
05/02/2015	05/04/2015	OFFICE DEPOT #1090	\$250.00	JAMES TAYLOR
05/05/2015	05/07/2015	OFFICE DEPOT #1090	\$2.66	JAMES TAYLOR
05/06/2015	05/07/2015	UNIVERSAL ATHLETIC	\$4,618.90	JAMES TAYLOR
05/06/2015	05/07/2015	UNIVERSAL ATHLETIC	\$784.86	JAMES TAYLOR
05/14/2015	05/15/2015	MILLS FLEET FARM 2700	(\$34.13)	TODD TEVLIN
05/14/2015	05/15/2015	MILLS FLEET FARM 2700	\$34.13	TODD TEVLIN

05/14/2015	05/15/2015	MILLS FLEET FARM 2700	\$31.86	TODD TEVLIN
05/08/2015	05/12/2015	GRAND VIEW LODGE TENNIS	\$509.52	MICHAEL THOMPSON
05/05/2015	05/06/2015	UNIFORMS UNLIMITED INC.	\$429.45	JAY WENZEL
05/11/2015	05/12/2015	HIRSHFIELDS/MAPLEWOOD	\$251.50	JEFF WILBER
04/30/2015	05/04/2015	OFFICE DEPOT #1090	\$149.93	TAMMY WYLIE
05/05/2015	05/06/2015	BCA TRAINING EDUCATION	\$720.00	TAMMY WYLIE
05/07/2015	05/07/2015	ULINE *SHIP SUPPLIES	(\$49.28)	TAMMY WYLIE
05/08/2015	05/08/2015	ULINE *SHIP SUPPLIES	\$138.62	TAMMY WYLIE
05/14/2015	05/14/2015	TAC TEAM	\$195.00	TAMMY WYLIE
05/14/2015	05/15/2015	ONLINE LABELS	\$36.50	TAMMY WYLIE

\$57,131.23

Check Register
City of Maplewood

05/28/2015

Check	Date	Vendor	Description	Amount	
95163	05/28/2015	05319	CHIRON TRAINING	ENVIRONMENTAL TRAINING MAY 28/29	500.00
95164	06/02/2015	02149	HEIDI CAREY	MARKETING & ADVERTISING - MAY	4,000.00
95165	06/02/2015	00687	HUGO'S TREE CARE INC	REMOVE/GRIND STUMPS MAYHILL/BEAM	1,250.00
	06/02/2015	00687	HUGO'S TREE CARE INC	TREE TRIMMING 1225 SKILLMAN	200.00
95166	06/02/2015	04316	CITY OF MINNEAPOLIS RECEIVABLES	AUTO PAWN SYSTEM - APRIL	691.20
95167	06/02/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	5,344.63
	06/02/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	1,702.03
	06/02/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	1,055.30
95168	06/02/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	16,934.12
	06/02/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	7,546.41
95169	06/02/2015	05434	AUTO NATION FORD	REPAIRS AMBULANCE #001 M311	2,069.46
95170	06/02/2015	04419	LOUISE A. BEAMAN	VOLLEYBALL REFEREE - SPRING	375.00
95171	06/02/2015	01865	DON BOWMAN	ASSIGNMENTS SPRING VOLLEYBALL	380.00
95172	06/02/2015	00230	BRYAN ROCK PRODUCTS, INC.	RIP RAP FOR STORM SEWER REPAIR	220.61
95173	06/02/2015	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	110.80
95174	06/02/2015	03645	CUMMINS NPOWER LLC	80 KW GENERATOR/EMERGENCY GEN FOI	23,632.81
	06/02/2015	03645	CUMMINS NPOWER LLC	80 KW GENERATOR/EMERGENCY GEN FOI	2,048.24
95175	06/02/2015	05301	DKJ APPRAISAL LLC	PROJ 09-08 CONDEMNATION APPRAISAL	2,940.00
95176	06/02/2015	05532	FIREFIGHTER INSPIRATION	FIRE TRAINING	7,712.24
95177	06/02/2015	04846	HEALTHHEAST	MEDICAL SUPPLIES	487.02
95178	06/02/2015	05368	HEALTHHEAST VEHICLE SERVICES	NEW SQUAD BUILD	10,249.79
	06/02/2015	05368	HEALTHHEAST VEHICLE SERVICES	REPAIR ON AN EXISTING CAR	227.39
95179	06/02/2015	03538	PATRICK JAMES HUBBARD	VOLLEYBALL REFEREE - SPRING	600.00
95180	06/02/2015	04992	KERN, DEWENTER, VIERE, LTD	2014 AUDIT - FINAL BILLING	1,000.00
95181	06/02/2015	05533	KIRVIDA FIRE	REPAIR ENGINE #333/#334	839.31
95182	06/02/2015	03218	KLINE NISSAN	TRANSACTION DID NOT GO THRU	20.00
95183	06/02/2015	00857	LEAGUE OF MINNESOTA CITIES	PATROL TRAINING SUB FOR KREGER	63.75
95184	06/02/2015	05535	LARRY J. LEE	AUCTIONEER FEE FOR MAY 2	3,176.52
95185	06/02/2015	00942	MARSDEN BLDG MAINTENANCE CO	JANITORIAL SERVICES - MAY	2,776.00
95186	06/02/2015	04007	MN DEPT OF HEALTH	HOSPITALITY FEE FOR 2015	35.00
95187	06/02/2015	01184	NORTHERN DOOR COMPANY, INC.	INSPECTION/SRVS 6 FIRE DROP DOORS	378.00
95188	06/02/2015	00001	ONE TIME VENDOR	REFUND D HARDEN BCBS BENEFIT	40.00
95189	06/02/2015	00001	ONE TIME VENDOR	REFUND L RAMSEY FLOOR HOCKEY	35.00
95190	06/02/2015	04432	EUGENE E. RICHARDSON	VOLLEYBALL REFEREE - SPRING	75.00
95191	06/02/2015	02663	CARL SAARION	VOLLEYBALL REFEREE - SPRING	150.00
95192	06/02/2015	02664	HEIDI SCHWICHTENBERG	VOLLEYBALL REFEREE - SPRING	225.00
95193	06/02/2015	05188	JENNA SOBERG	VOLLEYBALL REFEREE - SPRING	425.00
95194	06/02/2015	05534	TABLE TENNIS MINNESOTA	TABLE TENNIS TABLES	900.00
95195	06/02/2015	05382	TURNING POINT CONSULTING GROUP	MARKETING FOR CITY 5/04 - 5/15	2,000.00
95196	06/02/2015	01872	MARK WEBER	VOLLEYBALL REFEREE - SPRING	50.00
95197	06/02/2015	03948	AARON WULFF	BALLROOM DANCE INSTRUCTION	243.00

35 Checks in this report.

102,708.63

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
5/26/2015	MN State Treasurer	Drivers License/Deputy Registrar	51,405.06
5/26/2015	U.S. Treasurer	Federal Payroll Tax	98,782.65
5/26/2015	P.E.R.A.	P.E.R.A.	99,927.13
5/26/2015	MidAmerica	HRA Flex plan	14,108.42
5/26/2015	Labor Unions	Union Dues	3,658.74
5/26/2015	MN State Treasurer	State Payroll Tax	20,087.87
5/27/2015	MN State Treasurer	Drivers License/Deputy Registrar	30,014.10
5/28/2015	MN State Treasurer	Drivers License/Deputy Registrar	79,383.81
5/28/2015	Delta Dental	Dental Premium	862.18
5/29/2015	MN State Treasurer	Drivers License/Deputy Registrar	56,355.78
5/29/2015	Pitney Bowes	Postage	2,985.00
5/29/2015	Optum Health	DCRP & Flex plan payments	983.33
			458,554.07

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	05/22/15	ABRAMS, MARYLEE	430.99
	05/22/15	CARDINAL, ROBERT	430.99
	05/22/15	JUENEMANN, KATHLEEN	430.99
	05/22/15	KOPPEN, MARVIN	430.99
	05/22/15	SLAWIK, NORA	489.68
	05/22/15	COLEMAN, MELINDA	5,425.56
	05/22/15	FUNK, MICHAEL	4,679.30
	05/22/15	KNUTSON, LOIS	2,503.62
	05/22/15	CHRISTENSON, SCOTT	2,134.93
	05/22/15	JAHN, DAVID	2,242.00
	05/22/15	BURLINGAME, SARAH	2,380.50
	05/22/15	RAMEAUX, THERESE	3,283.59
	05/22/15	BAUMAN, GAYLE	5,127.28
	05/22/15	OSWALD, BRENDA	1,942.58
	05/22/15	ANDERSON, CAROLE	1,279.12
	05/22/15	DEBILZAN, JUDY	2,257.97
	05/22/15	RUEB, JOSEPH	3,180.20
	05/22/15	ARNOLD, AJLA	398.94
	05/22/15	BEGGS, REGAN	1,718.40
	05/22/15	HAAG, KAREN	4,660.99
	05/22/15	SCHMIDT, DEBORAH	3,248.90
	05/22/15	SPANGLER, EDNA	1,212.22
	05/22/15	CRAWFORD, LEIGH	1,888.37
	05/22/15	LARSON, MICHELLE	2,020.39
	05/22/15	MECHELKE, SHERRIE	1,212.22
	05/22/15	MOY, PAMELA	1,616.30
	05/22/15	OSTER, ANDREA	2,027.02
	05/22/15	RICHTER, CHARLENE	1,133.02
	05/22/15	VITT, SANDRA	1,101.82
	05/22/15	WEAVER, KRISTINE	2,507.39
	05/22/15	CORCORAN, THERESA	2,022.59
	05/22/15	KVAM, DAVID	4,478.68
	05/22/15	PALANK, MARY	2,027.03
	05/22/15	SCHNELL, PAUL	5,161.92
	05/22/15	SHORTREED, MICHAEL	4,379.47
	05/22/15	THOMFORDE, FAITH	1,751.57
	05/22/15	WYLIE, TAMMY	1,915.66
	05/22/15	ABEL, CLINT	3,064.41
	05/22/15	ALDRIDGE, MARK	3,381.06
	05/22/15	BAKKE, LONN	3,333.68
	05/22/15	BARTZ, PAUL	3,895.28
	05/22/15	BELDE, STANLEY	3,148.56
	05/22/15	BENJAMIN, MARKESE	3,213.06

05/22/15	BIERDEMAN, BRIAN	4,803.84
05/22/15	BUSACK, DANIEL	4,099.76
05/22/15	CARNES, JOHN	2,839.02
05/22/15	CROTTY, KERRY	3,986.42
05/22/15	DEMULLING, JOSEPH	3,538.50
05/22/15	DUGAS, MICHAEL	4,428.76
05/22/15	ERICKSON, VIRGINIA	3,315.98
05/22/15	FISHER, CASSANDRA	1,429.32
05/22/15	FORSYTHE, MARCUS	3,140.74
05/22/15	FRITZE, DEREK	3,109.27
05/22/15	GABRIEL, ANTHONY	3,715.81
05/22/15	HAWKINSON JR, TIMOTHY	3,307.70
05/22/15	HER, PHENG	2,968.98
05/22/15	HIEBERT, STEVEN	3,148.56
05/22/15	HOEMKE, MICHAEL	2,354.35
05/22/15	HOFMEISTER, TIMOTHY	592.88
05/22/15	JASKOWIAK, AMANDA	240.00
05/22/15	JOHNSON, KEVIN	3,901.50
05/22/15	KONG, TOMMY	3,064.41
05/22/15	KREKELER, NICHOLAS	1,134.07
05/22/15	KROLL, BRETT	3,120.96
05/22/15	LANGNER, SCOTT	3,003.03
05/22/15	LANGNER, TODD	3,404.83
05/22/15	LYNCH, KATHERINE	3,109.27
05/22/15	MARINO, JASON	3,120.96
05/22/15	MCCARTY, GLEN	3,470.56
05/22/15	METRY, ALESIA	3,231.82
05/22/15	MICHELETTI, BRIAN	2,280.97
05/22/15	MULVIHILL, MARIA	2,280.97
05/22/15	NYE, MICHAEL	3,673.18
05/22/15	OLDING, PARKER	2,573.92
05/22/15	OLSON, JULIE	3,064.41
05/22/15	PARKER, JAMES	2,941.86
05/22/15	PETERSON, JARED	2,001.94
05/22/15	REZNY, BRADLEY	3,912.73
05/22/15	SCHOEN, ZACHARY	2,291.57
05/22/15	SLATER, BENJAMIN	2,929.92
05/22/15	STEINER, JOSEPH	3,986.48
05/22/15	SYPNIEWSKI, WILLIAM	4,249.42
05/22/15	TAUZELL, BRIAN	2,996.10
05/22/15	THEISEN, PAUL	3,231.82
05/22/15	THIENES, PAUL	3,673.18
05/22/15	VANG, PAM	2,001.94
05/22/15	WENZEL, JAY	3,488.54
05/22/15	XIONG, KAO	3,182.41
05/22/15	ZAPPA, ANDREW	2,001.94
05/22/15	ANDERSON, BRIAN	540.17
05/22/15	BAHL, DAVID	577.50
05/22/15	BAUMAN, ANDREW	2,904.15
05/22/15	BOURQUIN, RON	1,029.00
05/22/15	CAPISTRANT, JACOB	77.16
05/22/15	CAPISTRANT, JOHN	832.50
05/22/15	COREY, ROBERT	308.69
05/22/15	CRAWFORD - JR, RAYMOND	2,706.00

05/22/15	CRUMMY, CHARLES	308.67
05/22/15	DABRUZZI, THOMAS	2,851.66
05/22/15	DAWSON, RICHARD	4,940.63
05/22/15	EVERSON, PAUL	3,272.26
05/22/15	HAGEN, MICHAEL	282.95
05/22/15	HALE, JOSEPH	438.75
05/22/15	HALWEG, JODI	2,840.55
05/22/15	HAWTHORNE, ROCHELLE	2,874.14
05/22/15	HUTCHINSON, JAMES	577.50
05/22/15	IMM, TRACY	507.98
05/22/15	JANSEN, CHAD	308.64
05/22/15	JUREK, GREGORY	501.56
05/22/15	KANE, ROBERT	727.50
05/22/15	KARRAS, JAMIE	372.98
05/22/15	KERSKA, JOSEPH	1,671.85
05/22/15	KONDER, RONALD	643.06
05/22/15	KUBAT, ERIC	2,908.91
05/22/15	LINDER, TIMOTHY	4,983.59
05/22/15	LOCHEN, MICHAEL	325.86
05/22/15	MERKATORIS, BRETT	102.89
05/22/15	MILLER, LADD	720.00
05/22/15	MILLER, NICHOLAS	385.82
05/22/15	MONDOR, MICHAEL	3,806.21
05/22/15	MONSON, PETER	385.84
05/22/15	NEILY, STEVEN	816.64
05/22/15	NIELSEN, KENNETH	412.50
05/22/15	NOVAK, JEROME	2,981.96
05/22/15	NOWICKI, PAUL	411.56
05/22/15	OLSON, JAMES	3,048.01
05/22/15	OPHEIM, JOHN	645.00
05/22/15	PACHECO, ALPHONSE	514.44
05/22/15	PETERSON, MARK	465.00
05/22/15	PETERSON, ROBERT	3,357.88
05/22/15	POWERS, KENNETH	540.13
05/22/15	RAINEY, JAMES	977.37
05/22/15	RANGEL, DERRICK	540.17
05/22/15	RANK, PAUL	829.49
05/22/15	RICE, CHRISTOPHER	977.37
05/22/15	RODDY, BRETT	192.92
05/22/15	SEDLACEK, JEFFREY	2,952.02
05/22/15	STREFF, MICHAEL	3,063.50
05/22/15	SVENDSEN, RONALD	3,421.16
05/22/15	TROXEL, REID	694.48
05/22/15	GERVAIS-JR, CLARENCE	4,239.86
05/22/15	LUKIN, STEVEN	4,939.44
05/22/15	ZWIEG, SUSAN	1,587.58
05/22/15	CORTESI, LUANNE	2,020.38
05/22/15	SINDT, ANDREA	2,654.60
05/22/15	BRINK, TROY	2,532.67
05/22/15	BUCKLEY, BRENT	2,286.77
05/22/15	DEBILZAN, THOMAS	1,920.60
05/22/15	EDGE, DOUGLAS	2,350.62
05/22/15	JONES, DONALD	2,302.50
05/22/15	MEISSNER, BRENT	2,273.77

05/22/15	NAGEL, BRYAN	3,803.10
05/22/15	OSWALD, ERICK	2,499.01
05/22/15	RUIZ, RICARDO	1,905.67
05/22/15	RUNNING, ROBERT	2,682.67
05/22/15	TEVLIN, TODD	2,300.27
05/22/15	BURLINGAME, NATHAN	2,463.21
05/22/15	DUCHARME, JOHN	2,915.02
05/22/15	ENGSTROM, ANDREW	3,765.75
05/22/15	JAROSCH, JONATHAN	4,495.79
05/22/15	LINDBLOM, RANDAL	2,915.02
05/22/15	LOVE, STEVEN	3,929.34
05/22/15	THOMPSON, MICHAEL	4,906.90
05/22/15	ZIEMAN, SCOTT	392.00
05/22/15	JANASZAK, MEGHAN	1,985.97
05/22/15	KONEWKO, DUWAYNE	4,695.31
05/22/15	HAMRE, MILES	1,852.00
05/22/15	HAYS, TAMARA	1,902.68
05/22/15	HINNENKAMP, GARY	2,647.54
05/22/15	NAUGHTON, JOHN	2,300.28
05/22/15	NORDQUIST, RICHARD	2,412.63
05/22/15	ORE, JORDAN	1,902.67
05/22/15	BIESANZ, OAKLEY	1,556.78
05/22/15	DEAVER, CHARLES	850.57
05/22/15	GERNES, CAROLE	669.40
05/22/15	HAYMAN, JANET	1,519.15
05/22/15	HUTCHINSON, ANN	2,818.31
05/22/15	SOUTTER, CHRISTINE	953.78
05/22/15	WACHAL, KAREN	1,047.09
05/22/15	GAYNOR, VIRGINIA	3,451.03
05/22/15	KROLL, LISA	2,044.37
05/22/15	YOUNG, TAMELA	1,882.27
05/22/15	FINWALL, SHANN	3,435.57
05/22/15	MARTIN, MICHAEL	2,994.77
05/22/15	BRASH, JASON	2,828.37
05/22/15	CARVER, NICHOLAS	4,445.53
05/22/15	SWAN, DAVID	2,939.57
05/22/15	SWANSON, CHRIS	1,951.57
05/22/15	WEIDNER, JAMES	1,408.00
05/22/15	WELLENS, MOLLY	1,943.95
05/22/15	BJORK, BRANDON	35.75
05/22/15	BRENEMAN, NEIL	2,533.34
05/22/15	CLINE, ABBY	416.50
05/22/15	FORTIER, JESSICA	46.75
05/22/15	GORACKI, GERALD	142.50
05/22/15	KUSTERMAN, KEVIN	52.00
05/22/15	LARSON, KATELYN	19.13
05/22/15	LARSON, MARIAH	170.00
05/22/15	ROBBINS, AUDRA	3,570.22
05/22/15	SCHALLER, SCOTT	303.00
05/22/15	TAYLOR, JAMES	3,400.88
05/22/15	VUKICH, CANDACE	391.13
05/22/15	ADAMS, DAVID	2,421.10
05/22/15	HAAG, MARK	2,532.68
05/22/15	SCHULTZ, SCOTT	3,727.15

05/22/15	WILBER, JEFFREY	2,069.05
05/22/15	DIONNE, ANN	658.88
05/22/15	EVANS, CHRISTINE	2,049.31
05/22/15	GIBSON, CHRISTINE	2,122.01
05/22/15	HECKENDORN, TAYLOR	270.00
05/22/15	HOFMEISTER, MARY	1,204.78
05/22/15	KELLEY, CAITLIN	995.38
05/22/15	MILLER, KAREN	65.00
05/22/15	RUZICHKA, JANICE	265.00
05/22/15	SKRYPEK, JOSHUA	382.50
05/22/15	SMITH, CORTNEY	337.26
05/22/15	ST SAUVER, CRAIG	285.01
05/22/15	WISTL, MOLLY	577.52
05/22/15	ANDERSON, JOSHUA	404.60
05/22/15	BAETZOLD, CLAIRE	34.20
05/22/15	BAUDE, JANE	8.20
05/22/15	BAUDE, SARAH	14.06
05/22/15	BEAR, AMANDA	189.00
05/22/15	BERGLUND, ERIK	49.20
05/22/15	BESTER, MICHAEL	34.88
05/22/15	BUCKLEY, BRITTANY	558.72
05/22/15	BUTLER, ANGELA	54.75
05/22/15	CLARK, PAMELA	44.55
05/22/15	CRANDALL, ALYSSA	90.75
05/22/15	CRANDALL, KRISTA	74.43
05/22/15	DEMPSEY, BETH	369.76
05/22/15	DRECHSEL, HEIDI	34.80
05/22/15	DUCHARME, DANIELLE	51.00
05/22/15	EKSTRAND, DANIEL	30.55
05/22/15	EPLAND, PETER	16.00
05/22/15	ERICKSON-CLARK, CAROL	37.50
05/22/15	ERICSON, WESTIN	21.25
05/22/15	FARRELL, DANIEL	41.75
05/22/15	FONTAINE, KIM	506.25
05/22/15	GRAY, SOPHIE	32.63
05/22/15	GRUENHAGEN, LINDA	365.19
05/22/15	GUSTAFSON, BRENDA	141.00
05/22/15	HAASCH, ANGELA	66.50
05/22/15	HAGSTROM, EMILY	59.95
05/22/15	HANSEN, HANNAH	85.88
05/22/15	HOLMBERG, LADONNA	164.00
05/22/15	HORWATH, RONALD	3,213.14
05/22/15	HUNTLEY, NATALIE	45.93
05/22/15	IACARELLA-FUDALI, BARBARA	49.50
05/22/15	JOHNSON, BARBARA	465.08
05/22/15	KEMP, MAYA	17.50
05/22/15	KOHLER, ROCHELLE	28.12
05/22/15	KOLLER, NINA	99.00
05/22/15	LAMEYER, BRENT	92.40
05/22/15	LAMSON, ELIANA	27.38
05/22/15	LORENTZEN, CHRISTINE	52.00
05/22/15	MASON, AMY	52.65
05/22/15	MCCOMAS, LEAH	175.00
05/22/15	MCKILLOP, AMANDA	182.65

05/22/15	MUSKAT, JULIE	55.63
05/22/15	NITZ, CARA	558.19
05/22/15	OHS, CYNTHIA	186.00
05/22/15	PROESCH, ANDY	448.00
05/22/15	RANEY, COURTNEY	871.90
05/22/15	REHLING-ANDERSON, LORIE	124.25
05/22/15	RENSTROM, KEVIN	240.00
05/22/15	RESENDIZ, LORI	2,677.31
05/22/15	RICHTER, DANIEL	114.90
05/22/15	ROLLERSON, TERRANCE	45.57
05/22/15	ROMERO, JENNIFER	70.50
05/22/15	ROSAND, WALKER	76.00
05/22/15	SCHERER, KATHLENE	107.32
05/22/15	SCHREIER, ROSEMARIE	226.02
05/22/15	SMITH, ANN	124.80
05/22/15	SMITH, CASEY	74.00
05/22/15	SMITH, JEROME	202.01
05/22/15	SMITLEY, SHARON	248.42
05/22/15	SYME, LAUREN	80.28
05/22/15	TREPANIER, TODD	249.95
05/22/15	TRUONG, CHAU	56.00
05/22/15	TUPY, MARCUS	96.00
05/22/15	WAGNER, JODY	398.00
05/22/15	WALES, ABIGAIL	171.51
05/22/15	WALLNER, KRISTIN	58.00
05/22/15	WEIMANN, NICHOLAS	40.00
05/22/15	YANG, JUDY	132.00
05/22/15	BILJAN, MERANDA	55.25
05/22/15	BOSLEY, CAROL	65.25
05/22/15	BUTLER-MILLER, JADE	104.13
05/22/15	CHRISTAL, JENNIFER	297.50
05/22/15	ELLISON, LELIA	146.25
05/22/15	FRANZMEIER, EILEEN	163.63
05/22/15	LANGER, CHELSEA	119.25
05/22/15	AUSTIN, CATHERINE	136.00
05/22/15	BOWMAN, CHRIS	156.00
05/22/15	CRAWFORD, SHAWN	500.00
05/22/15	DOUGLASS, TOM	2,403.89
05/22/15	HEINTZ, JOSHUA	96.00
05/22/15	KRECH, ELAINE	656.88
05/22/15	LOONEY, RAYJEANIA	208.00
05/22/15	MAIDMENT, COLIN	681.88
05/22/15	MALONEY, SHAUNA	133.88
05/22/15	NESVACIL, BRENNAN	144.00
05/22/15	PRINS, KELLY	1,970.33
05/22/15	REILLY, MICHAEL	2,059.39
05/22/15	STEFFEN, MICHAEL	102.00
05/22/15	COUNTRYMAN, BRENDA	1,224.00
05/22/15	PRIEM, STEVEN	2,585.69
05/22/15	WOEHRLE, MATTHEW	2,374.35
05/22/15	XIONG, BOON	1,715.07
05/22/15	BERGO, CHAD	2,907.76
05/22/15	FOWLDS, MYCHAL	4,096.38
05/22/15	FRANZEN, NICHOLAS	3,425.06

G1, Attachments

	05/22/15	KREGER, JASON	2,486.90
9994971	05/22/15	KRECH, TRAVIS	216.75
9994972	05/22/15	EKSTRAND, RYAN	41.00
9994973	05/22/15	O'BRIEN, ELIZABETH	38.48
			520,761.15

MEMORANDUM

TO: Melinda Coleman, City Manager

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

DATE: June 8, 2015

SUBJECT: Approval of 2015 Playground Replacement at Playcrest Park

Introduction

In the spring of 2015 Parks staff completed a thorough assessment of our entire playground system. As a result of this inspection, staff has recommended a playground for replacement. In addition, staff has identified additional areas that need care immediately.

Background

Parks staff currently has one Certified Playground Inspector. In the spring of 2015 all of the City's playgrounds were inspected and a plan was developed to address the concerns found. The following is staff's proposed replacement plan for 2015:

2015 Replacement

Playcrest Park

In addition to this replacement, new wood mulch would be added to the following parks:

1. Wakefield
2. Afton
3. Four Seasons
4. Robinhood

This mulch replacement will be an ongoing process filling as many containers that the budget will allow every year. This cycle will keep us compliant with all playground safety standards.

Discussion

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

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

Budget Impact

Money for this project is available in the parks portion of the C.I.P. Fund allocation. As in the past, staff is asking Council to approve a best value approach to bidding this project with a not to exceed budget of \$80,000.

Recommendation

Staff recommends City Council approval a best value approach and to bid out the replacement of the playground equipment at Playcrest Park with a not to exceed budget of \$80,000.

Attachments

None

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, Public Works Director/City Engineer
Virginia Gaynor, Natural Resources Coordinator

DATE: June 2, 2015

SUBJECT: Approval of Contract with S&S Tree and Horticultural Specialists

Introduction

The council will consider approval of a contract for a City Forester and related services for 2015 in order to conduct citywide diseased tree inspections and provide staff support on tree issues.

Background

The contracted City Forester inspects public and private properties for epidemic tree diseases or pests including Dutch Elm disease, Oak Wilt, and Emerald Ash Borer. In addition, the Forester provides expertise and support to city staff on tree issues and as needed on individual trees. In 2014, Maplewood received two proposals for inspection services and the contract was awarded to S&S Tree and Horticultural Specialists.

City Policy requires that at least two bids are received for services between \$5,000 and \$10,000, unless City Council approves an exemption to the policy. Staff requests approval to seek only one bid for tree inspection services in 2015, from S&S Tree and Horticultural Specialists. It is beneficial to have continuity in our contracted Forester. It saves much staff training time and reduces the amount of consultant (Forester) time since there are typically fewer changes in procedures and the contractor knows the city's disease history and can better target areas. The staff at S&S Tree and Horticultural Services are very knowledgeable and professional and provided excellent service to the City in 2014.

S&S Tree and Horticultural Specialists have submitted a proposal for services not to exceed \$8,140. See Attachment 1, Proposal. Their hourly rate is the same as it was in 2014.

Budget Impact

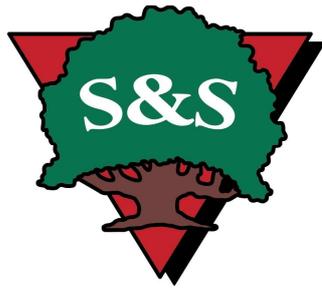
There is already an approved budgetary allocation in the 2015 Forestry division budget within Public Works. No adjustments are requested.

Recommendation

It is recommended that the council approve the contract with S&S Tree and Horticultural Specialists for city forestry related services in 2015. This approval recognizes that an exception to the purchasing policy is also being made in order to seek efficiencies as discussed in the background report.

Attachment

1. S&S Tree and Horticultural Specialists 2015 Proposal
2. Agreement with S&S Tree and Horticultural Specialists for 2015 services



TREE AND HORTICULTURAL SPECIALISTS, INC.

a **DAVEY**  company

City of Maplewood-Tree Inspection 2015 RFP

Organization

S&S Tree and Horticultural Specialists
405 Hardman Avenue South, South St. Paul, MN 55075
651-451-8907
Contact: Gail Nozal, Assistant District Manager

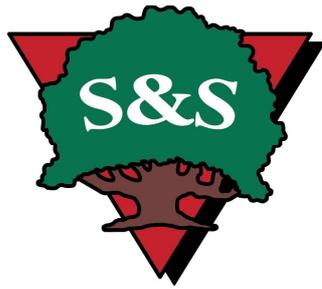
Corporate Profile

S&S Tree and Horticultural Specialists was established in 1976 by Steve Sylvester as a general landscaping business. Over the next 30 years, S&S expanded their service lines, adding plant health care, turf care, forestry consulting, premium quality mulch and property maintenance. One year ago S&S was purchased by The Davey Tree Expert Company expanding our resources enabling us to provide a wider range of services to communities in Minnesota. The local S&S office includes more than 75 employees, of which 20 of them are ISA Certified Arborists.

Our staff has the training and skills necessary to fulfill a number of tree inspecting contracts in a professional manner. All consulting related staff have current tree inspection certificates from the State of Minnesota and all of them are trained Emerald Ash Borer First Detectors.

Project Related Staffing

Oversight of this contract will fall under the leadership of Gail Nozal. Direct contact with City staff, and S&S field personnel will be the responsibility of Mark Rehder. Mary Johnson and summer seasonal licensed tree inspectors conduct oak, elm and ash inspections in many contracted communities throughout the Twin Cities.



TREE AND HORTICULTURAL SPECIALISTS, INC.

a **DAVEY**  company

Gail Nozal

ISA Certified Arborist MN-0276A

Assistant District Manager – Plant Healthcare and Urban Forestry



Ms. Nozal has over twenty years of experience in urban forestry and arboriculture. She has worked with a number of communities on volunteer outreach, tree inventory and tree inspection contracts. Her experience includes presentations on tree care and urban forestry at the local and national level. She has trained hundreds of volunteers on a variety of tree inventory projects, the largest being the joint U.S.D.A. Forest Service/Minnesota DNR funded Minneapolis iTree Pilot project in 2004. Gail currently serves as the Chair on the ISA Certification Liaison Committee and is the chair of the Minnesota Society of Arboriculture Certification Committee. She is an ISA Certified Arborist and is a Minnesota Department of Natural Resources Certified Tree Inspector. She holds a Bachelor and a Masters Degree in Urban Forestry from the University of Minnesota.

Mark Rehder

ISA Certified Arborist MN-0256A

Consulting Arborist-Municipal Forestry



Mark has an extensive background in forestry with 20 years of private and public forestry experience and tree inspection. Mark has managed numerous large and small GIS projects for the company. In addition to being an ISA Certified Arborist, he is also a Minnesota Department of Natural Resources Certified Tree Inspector and has received Minnesota First Detector Training for EAB. Mark is the Contracted Forester for the City of North Oaks and four others in the metro area.

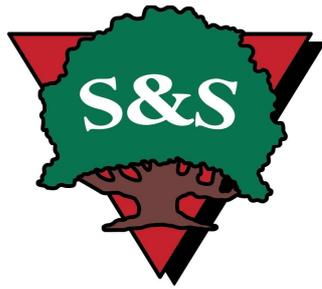
Mary Johnson

ISA Certified Arborist MN-4238A

Consulting Arborist –Tree Inspector



Mary has 8 years experience in Natural Resource Management. She has a BS in Forest Resources Management from the University of Minnesota, 1984. Mary has extensive experience inspecting trees for oak wilt and Dutch elm disease. In addition she also helps out on many tree inventory projects in the winter time using GPS, lasers and field data collection, including height and volume data. Mary is an ISA Certified Arborist #MN-4238A and a Minnesota Department of Agriculture Certified Tree Inspector #20065762.



TREE AND HORTICULTURAL SPECIALISTS, INC.

a **DAVEY**  company

The core of our staff; Mark Rehder and Mary Johnson joined S&S eight years ago as part of the acquisition of Kunde Company. Kunde Company was founded to provide a number of contracted services to communities and agencies such as contracted tree inspection, city forestry services, tree appraisal, tree inventory, oak wilt control. In the height of the oak wilt crisis in Minnesota they became one of the leading contractors to assist communities and county governments with oak wilt planning and control options. With over 30 years of assisting communities our consultants are good at listening and providing proven solutions to Minnesota and Wisconsin communities.

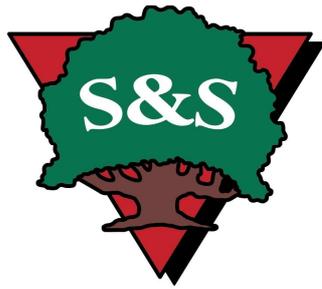
Approach

Inspection-As a contractor for the City of Maplewood we will listen and follow city staff direction to conduct windshield surveys and on the ground inspections of oak, elm and ash (while out inspecting oak and elm) trees within the city limits. Our consulting staff will conduct these inspections for the city in accordance with applicable Minnesota statutes and City Ordinance Chapter 38. We will prioritize inspections based on disease and/or insect life cycles. Residential and city park sites with a history of oak wilt will be given priority. Inspections for Dutch elm disease generally begins in late to early May and continues until early fall. The inspector will take one pass via windshield survey through the city early in the season looking for flagging elm trees. Trees will be marked as disease is confirmed. Inspections will continue while the inspector begins reviewing past oak wilt sites and does visual inspections for new sites beginning in mid to late June. Inspectors will continue looking for oak wilt until early fall. While the inspector is in the field they will continue to look at ash trees as well for declining ash that are exhibiting signs of being infested by the emerald ash borer.

All of our tree inspectors are trained to knock on property owners doors prior to an inspection. Inspectors will be prepared not only to mark diseased trees on site but also take the time to talk with property owners about the disease or insect issues affecting the trees on their site. The inspectors will be professional while providing inspection and education on site as well as keeping an efficient inspection schedule.

Inspectors will collect data on diseased trees and mark them if diseased. The inspector will keep an accurate spreadsheet and maps for every site with diseased trees and this information will be available at any time to city natural resources staff. Our forester will regularly update staff on the progress of the inspections. Laboratory samples will be taken by inspectors or the forester and submitted to the University of Minnesota Plant Disease Clinic to confirm diagnosis if needed.

Urban Forestry Expertise-Our Forester and manager are available for meetings and general oversight and reporting to the city throughout the contract. Our consultants have experience



TREE AND HORTICULTURAL SPECIALISTS, INC.

a **DAVEY**  company

with other communities and can provide a variety of resources to assist the city in continuing to build the tree inspection program and quality of the program. In late March of 2014 our staff forester will become qualified with the ISA Tree Risk Assessment Qualification and be able to conduct site visits to evaluate potential hazard trees and report to city staff regarding these evaluations.

Oak Wilt Management-Our inspector and forestry staff have extensive experience over the last 30 years managing neighborhood inspections in a systematic manner. We will also work with residents to educate them about the disease and the control methods. This may include meeting on site with groups of residents or conducting neighborhood meetings if needed.

Public Education-Our consulting staff will work with direction from city staff to conduct a minimum of one public program on tree disease topics related to oak wilt, Dutch elm disease or emerald ash borer control. The program will be informational and use a number of educational delivery methods including visual resources, hands on experience and handouts that can be taken home by residents.

Current Municipal Contracts

Acting City Forester, Inspection and Consulting

City of Burnsville

City of Edina

City of Maplewood

City of Medina

City of North Oaks

City of Roseville

City of Victoria

Previous Consulting Communities – Inventories, Inspections and Management Plans (partial list)

Mahtomedi, MN

Birchwood, MN

Dellwood, MN

Eagan, MN

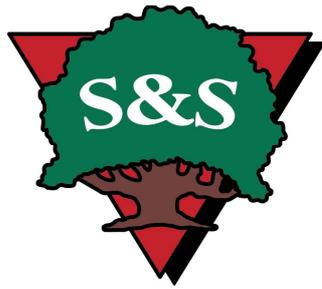
Minnetonka, MN

Saint Peter, MN

Two Harbors, MN

West St. Paul, MN

Grand Chute, WI



**TREE AND
HORTICULTURAL
SPECIALISTS, INC.**

a **DAVEY**  company

References

Contracted City-City of North Oaks

Contact- Mike Robertson
100 Village Center Drive, Suite 203
North Oaks, MN 55127
Phone: 651-792-7750
Fax: 651-484-2712

Description- Contracted city forester and diseased tree inspection services for Dutch elm disease and oak wilt. In addition to conducting diseased tree inspections the forester also enforces the tree preservation ordinance, wetland ordinance, attends city council meetings as requested, answers residents natural resource related questions and acts as an advisor to the Natural Resources Commission.

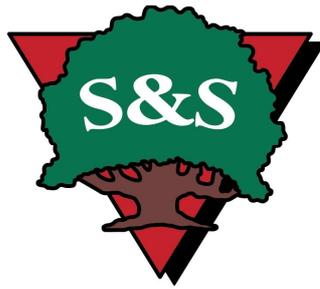
Contracted City – City of Edina

Contact – Tom Horwath, City Forester
4801 W 50th Street
Edina, MN 55424
952-826-0308

Description – Contractor for city tree inspection for oak wilt on private and public properties. Inspections include reviewing past sites with oak wilt and inspecting for potential new sites during the summer.

MAPLEWOOD 2015 DISEASE TREE INSPECTIONS –BID TAB

Please provide itemized base bid below as well as hourly rates.



**TREE AND
HORTICULTURAL
SPECIALISTS, INC.**

a **DAVEY**  company

Activity	Cost
Windshield inspection of 100 miles of city streets/residences.	\$ 2700 (est 54 hours)
On-foot site inspection for 40 residential sites (include in this cost a total of 10 hours of on-site discussion with residents)	\$ 2800 (est 56 hours)
12 hours of site visits to inspect trees on city projects or as requested by staff.	\$720 (Forester)
12 hours consulting with staff on oak program and other issues	\$720 (Forester)
12 hours developing oak wilt maps (most of this in field evaluating potential area for spread through woodlots)	\$600 (Inspector)
12 hours meeting with neighbors on oak wilt	\$600 (Inspector)
Other costs associated with above to be reimbursed. 1. Lab costs-no need to list 2. Mileage 3. 4.	\$0.50/mile
TOTAL	<u>\$8,140</u>

Hourly rates for inspection and consulting services (may list different rates billed for different employees)	Forester \$60/hour Technician/Inspector \$50/hour
---	--

V. Additional Services offered to Maplewood

S&S Tree and Horticultural Consultants will be available for community outreach to include speaking at the garden club or other events. We are also available to attend city council meetings and assist with Arbor Day tree planting celebration

Confidential Statement: This proposal is the property of S&S Tree and Horticultural Specialists and is presented to the City of Maplewood for their sole use. It may not be distributed or shared with others without written consent from S&S Tree and Horticultural Specialists.

INDEPENDENT CONSULTANT SERVICES AGREEMENT

The agreement ("Agreement") is made by and between The City of Maplewood, a Minnesota Public Entity ("CITY OF MAPLEWOOD"), and S&S Tree and Horticultural Specialists, an individual business entity ("Consultant") and is effective as of June 9, 2015 ("Effective Date").

1. **ENGAGEMENT OF SERVICES.** Herein is a description of the services to be provided by Consultant pursuant to the terms of the Agreement ("Consulting Services"). Consultant hereby agrees to utilize her best efforts in performing the following Consulting Services:
 - A. **Disease Tree Inspection:**
 - 1) Conduct windshield survey of boulevard and residences along city streets.
 - 2) Conduct more extensive surveys in areas with history of these diseases, in response to citizen reports of disease, and at selected parks or preserves.
 - 3) Mark diseased trees and track trees on excel spreadsheet. In parklands, also prepare map showing location of tree.
 - 4) At each site with diseased tree, provide the homeowner with information about the disease and their options.
 - 5) Provide spreadsheet of diseased trees to staff on timely basis.
 - 6) Conduct laboratory sampling as needed for confirmation of diagnosis.
 - 7) Inspect firewood piles while surveying for disease.
 - B. **Provide urban forestry expertise:**
 - 1) As needed, conduct site visits to evaluate potential hazard trees and other trees of concern and provide advice to staff. These sites visits will include both city property and private property.
 - 2) Answer citizen questions regarding diseased oak, elm and ash. Answer other citizen tree questions forwarded by staff.
 - 3) Serve as Maplewood's tree expert when needed to provide information to the press and/or the public.
 - 4) Work with staff to develop a neighborhood-based approach to managing oak wilt.
 - 5) Conduct public program related to trees or tree disease.

2. **COMPENSATION.** The Consultant's compensation for the Consulting Services will be billed at following rates:
 - Forester – rate of \$60.00 per hour
 - Technician/Inspector – rate of \$50.00 per hour
 - Plus mileage while in the City limits charged at the current government mileage reimbursement rate per mile.

The total fee for general disease inspection and support shall not be more than \$8,140, as authorized by the City. If infestation requires work beyond this, that shall be handled by amendment to this Agreement, if required. Monthly invoices may be submitted for work completed.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Consultant's relationship with the City of Maplewood is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Consultant will not be entitled to any of the benefits that CITY

OF MAPLEWOOD may make available to its employees, including, but not limited to, group health or life insurance, profit sharing or retirement benefits. Consultant is not authorized to make any representation, contract or commitment on behalf of CITY OF MAPLEWOOD unless specifically requested or authorized in writing to do so by a CITY OF MAPLEWOOD manager. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under the Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under the Agreement. No part of Consultant's compensation will be subject to payroll taxes. CITY OF MAPLEWOOD will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service.

4. CONFIDENTIAL INFORMATION.

4.1. Definition of Confidential Information. "Confidential Information" as used in the Agreement shall mean any and all technical and non-technical information and proprietary information, including without limitation, techniques, sketches, drawings, models, Intellectual Property, apparatus, equipment, algorithms, software programs and software source code documents, related to the current, future and proposed products and services of CITY OF MAPLEWOOD, its suppliers and customers, CITY OF MAPLEWOOD's information concerning research, experimental work, development, design details and specifications, engineering information, financial information, procurement requirements, purchasing and manufacturing information, customer lists, business forecasts, sales and merchandising and marketing plans and information.

4.1.b. Nondisclosure and Nonuse Obligations. Consultant will use the Confidential Information solely to perform Consulting Services for the benefit of CITY OF MAPLEWOOD. Consultant agrees that it shall treat all Confidential Information of CITY OF MAPLEWOOD with the same degree of care as it accords to its own Confidential Information, and Consultant represents that it exercises reasonable care to protect its own Confidential Information. If Consultant is not an individual, Consultant agrees that it shall disclose Confidential Information only to those employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment, or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of the Agreement. Consultant agrees not to communicate any information to CITY OF MAPLEWOOD in violation of the Proprietary rights of any third party. Consultant will immediately give notice to CITY OF MAPLEWOOD of any unauthorized use or disclosure of the Confidential Information. Consultant agrees to assist CITY OF MAPLEWOOD in remedying any such unauthorized use or disclosure of the Confidential Information.

4.1.c. Exclusions from Nondisclosure Obligations. Consultant's obligations under Paragraph 4.1(b)("Nondisclosure") with respect to Confidential Information shall terminate when Consultant can document that: (a) the information was in the public domain at or subsequent to the time it was communicated to Consultant by the disclosing

party through no fault of Consultant; (b) the information was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time it was communicated to Consultant by the disclosing party; or (c) the information was developed by employees or agents of Consultant independently of and without reference to any information communicated to Consultant by the disclosing party. If Consultant is required to disclose the Confidential Information in response to a valid order by a court or other government body, or as otherwise required by law or as necessary to establish the rights of either party under the Agreement, Consultant agrees to provide CITY OF MAPLEWOOD with prompt written notice so as to provide CITY OF MAPLEWOOD with a reasonable opportunity to protect such Confidential Information.

4.1.d. Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

4.2. RETURN OF CITY OF MAPLEWOOD'S PROPERTY. All materials (including, without limitation, content articles, documents, drawings, models, apparatus, sketches, and lists) furnished to Consultant by CITY OF MAPLEWOOD, whether delivered to Consultant by CITY OF MAPLEWOOD or made by Consultant in the performance of services under the Agreement (collectively referred to as the "CITY OF MAPLEWOOD Property") are the sole and exclusive property of CITY OF MAPLEWOOD and/or its suppliers or customers.

Consultant agrees to keep all CITY OF MAPLEWOOD property at CITY OF MAPLEWOOD'S premises unless otherwise permitted in writing by CITY OF MAPLEWOOD. Consultant agrees to promptly deliver the original and any copies of the CITY OF MAPLEWOOD Property to CITY OF MAPLEWOOD at any time upon CITY OF MAPLEWOOD's request. Upon termination of the Agreement by either party for any reason, Consultant agrees to promptly deliver to CITY OF MAPLEWOOD or destroy, at CITY OF MAPLEWOOD's option, the original and any copies of the CITY OF MAPLEWOOD Property. Within five (5) days after the termination of the Agreement, Consultant agrees to certify in writing that Consultant has so returned or destroyed all such CITY OF MAPLEWOOD Property.

4.3 OBSERVANCE OF CITY OF MAPLEWOOD RULES. At all times while on CITY OF MAPLEWOOD premises, Consultant will observe CITY OF MAPLEWOOD'S rules and regulations with respect to conduct, health and safety and protection of persons and property.

4.4. NO CONFLICT OF INTEREST. During the term of the Agreement, Consultant will not accept work, enter into a contract, or accept any obligation, inconsistent or incompatible with Consultant's obligations, or the scope of services rendered for CITY OF MAPLEWOOD, under the Agreement. Consultant warrants that, to the best of its knowledge, there is no other contract or duty on Consultant's part, which conflicts with or is inconsistent with the Agreement. Consultant agrees to indemnify CITY OF MAPLEWOOD from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

5. TERM AND TERMINATION.

- 5.1. TERM. The Agreement is effective as of the Effective Date set forth above.
- 5.2. TERMINATION. Either party may terminate the Agreement, with or without cause, at any time upon fifteen (15) days' prior written notice to the other party.
6. SUCCESSOR AND ASSIGNS. Consultant may not assign the Agreement or subcontract or otherwise delegate its obligations under the Agreement without CITY OF MAPLEWOOD'S prior written consent. Subject to the foregoing, the Agreement will be for the benefit of CITY OF MAPLEWOOD'S successors and assigns, and will be binding on Consultant's assignees.
7. CONSEQUENTIAL DAMAGES. Neither party will be liable to the other for any consequential, special or incidental.
8. NOTICES. Any notice required or permitted by the Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.
9. GOVERNING LAW. The Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Minnesota, excluding Minnesota's conflict of law provisions.
10. SEVERABILITY. Should any provisions at the Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby.
11. WAIVER. The waiver by CITY OF MAPLEWOOD of a breach of any provision of the Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.
12. INJUNCTIVE RELIEF FOR BREACH. Consultant's obligations under the Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to CITY OF MAPLEWOOD of which there will be no adequate remedy at law; and, in the event of such breach, CITY OF MAPLEWOOD will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).
13. INDEMNIFICATION. The Consultant will need to agree that it will defend, indemnify, and hold harmless the City against any and all liability, loss, damages, costs and expenses, which the City or office may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of the Consultant, its agents, officers, or employees during the performance of the Agreement.

13.1 INSURANCE. The Consultant will need to further agree that in order to protect itself as well as the City under the indemnity provision set forth above, it will at all times during the term of the Contract keep in force the following minimal insurance protection in the limits specified:

- A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$300,000 for property damage arising from one occurrence, \$1,000,000 for total bodily or personal injuries or death and /or damages arising from one occurrence. Such policy shall also include contractual liability coverage by specific endorsement or certificate acknowledging the contract between the Consultant and the City.
- A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$300,000 per accident for property damage, \$1,000,000 for bodily injuries and / or damages to any one person, and \$1,000,000 for total bodily injuries and / or damages arising from any one accident.
- A professional liability insurance policy covering personnel of the Consultant while performing services under this Agreement in the following amounts: Errors and omissions \$300,000 per occurrence and \$1,000,000 in total for any individual occurrence.
- Workers Compensation Insurance and employer's liability as required by law including all states endorsement in an amount of \$100,000 for each occurrence.

Prior to the effective date of the Agreement, the Consultant will furnish the City with certificates of insurance as proof of insurance for general Liability and Auto Liability.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the City.

14. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of the Agreement will govern all Project Assignments and services undertaken by Consultant for CITY OF MAPLEWOOD. The Agreement will govern all Project Assignments and services undertaken by Consultant for CITY OF MAPLEWOOD. The Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above.

CITY OF MAPLEWOOD

S&S Tree and Horticultural Specialists

Date

Date

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: H. Alan Kantrud, City Attorney
Michael Thompson, Director of Public Works/City Engineer

DATE: June 1, 2015

SUBJECT: Approval of Property Condemnation Settlement with Camada Limited Partnership (Vomela), TH 36/English Street Interchange Improvements, City Project 09-08

Introduction

At a special meeting of the City Council on May 20, 2015 staff was given preliminary approval and authority to settle the condemnation case and property acquisition settlement for the property located at 2354 English Street (Vomela Property) as part of the TH 36 and English Interchange Project. The final Agreement is before you again for formal approval.

Discussion

This is the last contested parcel in the City's TH 36 and English Interchange Project. As council is aware, this was a city led project on a trunk highway which inherently holds more risk especially in terms of property acquisition. Part of the City's lead role was the obligation to acquire property/easements from approximately 30 parcels.

The most expensive acquisitions were the ones directly affected by the elevation shift (raising) in removing the intersection and creating the diamond interchange. These condemnation parcels have been previously settled for sums ranging from approximately \$280,000.00 to \$645,000.00. The remaining, 'site,' at 2354 English is the most-impacted of all of them according to the appraiser in that it was the largest, most-established, space and the one that lost the most visibility relative to its pre-construction condition.

The city commissioned an Appraisal from DKJ Appraisals and his appraisal valued the taking at \$421,000.00.

The Appraisal prepared for the property owner in this matter presented a damages claim of \$910,000.00—approximately half the value of the overall site and building combined. The owner also elected to 'mitigate' those damages by modifying the property so as to make it useful (post-taking) to them. To that end the property owner, 'lost,' approximately 6,700 sq./ft. in pulling the envelope of the building back to accommodate semi truck traffic.

Since the City's appraisal indicates a value of +/- \$421,000.00 and the owner will receive a minimum of \$280,000.00 in costs (total \$700,000.00), due to the language in the condemnation statute/ state law, the City is essentially, 'settling,' for close to its own number which reflects the minimum exposure to the City. This settlement assures the City that there is no risk of the Commissioners awarding the additional \$450,000.00 in mitigation/renovation costs at hearing.

The Terms

The salient terms of the settlement are fairly straightforward as above:

- 1) Settlement of the condemnation case for \$800,000.00, including City's initial payment (which includes the Landowner's damages, fees, costs, interest and attorneys' fees)
- 2) Conveyance of small parking area (old English ROW) to landowner, reserving easement to City for utility/maintenance/access purposes
- 3) Amend taking of 17' feet at south end of property to give landowner ordinary use rights (City retains right to use area for wall maintenance or other highway related purposes)
- 4) Special assessment for benefits of \$25,608.00 would not be assessed by City

Budget Impact

The City Manager, Public Works Director and Finance Director will be working together to close out the project. Due to the increase in costs related to property/easement acquisitions, the City will be meeting with MnDOT on June 29 to discuss potential revised cost share terms.

Recommendation

It is recommended that the council approve the attached Property Acquisition Settlement Agreement with Thomas L. Auth and the business entity Camada, L.P., related to the property at 2354 English Street as part of City Project 09-08.

Attachments:

1. Stipulation of Property Acquisition/Condemnation Settlement

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Court File No.: 62-CV-12-4970

City of Maplewood, County of Ramsey,
State of Minnesota,

Petitioner,

v.

**STIPULATION OF SETTLEMENT
BETWEEN THE CITY OF MAPLEWOOD
AND CAMADA LIMITED PARTNERSHIP,**

Jay Langer, et al.,

Respondent(s).

This Stipulation made and entered on this 20th day of May , 2015, by and among Camada Limited Partnership (hereinafter referred to as "Respondent") and the City of Maplewood (hereinafter referred to as "Petitioner").

IT IS HEREBY STIPULATED AND AGREED as follows:

Whereas, Respondent is the owner of certain real property located at 2354 English Street North in the City of Maplewood, County of Ramsey, Minnesota, identified by the County for tax purposes as PIN No. 10-29-22-32-0006 (the "Property"); and

Whereas, the Petitioner initiated the above-captioned condemnation action to acquire the Property for the realignment and interchange project, Project 09-08 (the "Project"); and

Whereas, Petitioner commenced the above-referenced eminent domain proceeding in order to obtain temporary and permanent easement(s) over the parcels of land described on **Exhibit A City of Maplewood's Notice of Lis Pendens**, attached hereto, referred to as Parcel 11; and

Whereas, the Petitioner and Respondent desire to settle their differences in regard to the damages to said Parcel 11 caused by the taking of the easement and the related claims of Respondent.

Now therefore, in consideration of the terms and conditions herein the Petitioner and Respondent hereby agree as follows:

1. The Petitioner and Respondent agree that the total amount of damages to be paid by Petitioner to Respondents shall be Eight Hundred Thousand and No/100ths Dollars (\$800,000.00) ("Total Damage Amount"). Respondent acknowledges receipt of the sum of One Hundred Twenty Thousand Four Hundred and No/100ths Dollars (\$120,400.00) previously paid by Petitioner as partial payment of said Total Damage Amount. Petitioner shall deliver the balance to Respondent's legal counsel of Six Hundred Seventy-Nine Thousand Six Hundred No/100ths Dollars (\$679,600.00) by check payable to Camada Limited Partnership.

2. The Total Damage Amount includes the damages and just compensation for the taking of the easement rights, attorneys fees, interest, appraisal fees, construction related damages up to the date hereof, and any and all other claims or causes of action based on economic loss or damage, or mitigation thereof, which Respondent may have against Petitioner as of the date hereof.

3. The Petitioner shall file a Final Certificate that describes the permanent easement along the southern border of the subject property acquired for retaining wall maintenance and other highway purposes.

4. The Respondent shall also transfer by fee-title deed that certain area in the southwest corner of the parcel-area that consists of former English Street ROW that was converted into a parking area as part of the overall project and consisting of approximately 9010 square feet and as identified in **Exhibit B** attached hereto.

5. The Petitioner also agrees to cancel the assessment for benefit levied against Parcel 11 in the amount of \$25,608.00 as part of this settlement and Respondent shall correspondingly dismiss their Complaint and Appeal of the same filed in Court File No.: 62-CV-14-805.

6. The Petitioner and Respondent hereby waive the right to a hearing before the Court Appointed Commissioners or any appeal of a Commissioner Award and waive the requirement that any further notice be served upon them.

7. This Stipulation may be signed in counterparts and when the signatures pages are delivered to each party, this Stipulation shall be binding up on all of the parties hereto.

8. The Parties shall perform their respective obligations pursuant to this Settlement within 30 days of the last party signing hereto.

This Stipulation and Settlement is made and entered on the date set forth above.

Attorney for Camada Limited Partnership

Dated: May 27, 2015

David M Jann
David M. Jann,
Faegre Baker Daniels, P.A.
2200 Wells Fargo Plaza
Minneapolis, MN 55101
612.766.7000.

Dated: May 27, 2015

Camada Limited Partnership
Thomas J. Luth
President, Camada, INC
Its: General Partner

Dated: _____

Nora Slawik (City of Maplewood)

Its: Mayor

Dated: _____

Melinda Coleman (City of Maplewood)

Its: City Manager

Dated: _____

H. Alan Kantrud
Maplewood City Attorney
1830 County Road B, East
Maplewood, MN 55109
651.249.2052

339291
A&T

Document# 2176717
Certified Filed On 06/15/2012 1400
Registrar of Titles, Ramsey County, MN
Certificate# 339291
0.2.3 722716BB

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

Document# 4341004
Recorded 06/15/2012 1400
County Recorder, Ramsey County, MN
0.2.3 722716BB
Court File No.:

City of Maplewood,
County of Ramsey, State of Minnesota,

Petitioner

**PLAINTIFF CITY OF
MAPLEWOOD'S NOTICE OF
LIS PENDENS**

vs.

Jay T. Langer, et al.,

Also, all other persons known or unknown claiming any right, title estate, interest, or lien in the real estate described in the petition herein;

Respondents.

Case Type: Condemnation

NOTICE OF LIS PENDENS

**IN THE MATTER OF THE CONDEMNATION
OF CERTAIN LANDS FOR RIGHT-OF-WAY PURPOSES**

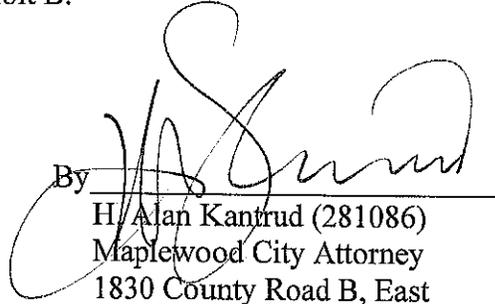
NOTICE IS HEREBY GIVEN:

That the above entitled action has been commenced and the Petition therein is now on file in the office of the District Court Administrator above named, that the parties to said action are as above stated; that the real property affected, involved, and brought in question by said action are the parcels of land in the County of Ramsey, State of Minnesota described in **Exhibit B**, which is attached hereto and made a part hereof.



Notice if further given that the object of said action is to take said property in fee simple absolute, subject to existing highways, easements and rights of way of record, for highway purposes, that certain parcel as indicated in Exhibit B.

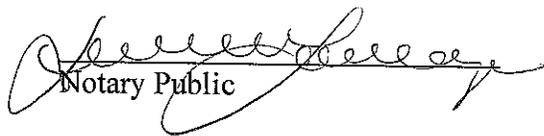
Dated: June 15, 2012

By 
H. Alan Kantrud (281086)
Maplewood City Attorney
1830 County Road B, East
Maplewood, MN 55109
(651) 249-2052
Attorney for Petitioner

THIS INSTRUMENT DRAFTED BY
Maplewood City Attorney's Office
1830 County Road B, East
Maplewood, MN 55109
(651) 249-2052

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me on this 15 day of June, 2012, by H. Alan Kantrud, City Attorney of the City of Maplewood, a political subdivision of the State of Minnesota, on behalf of the City of Maplewood.


Notary Public



PARCEL 11

~~Permanent~~
Partial Easement

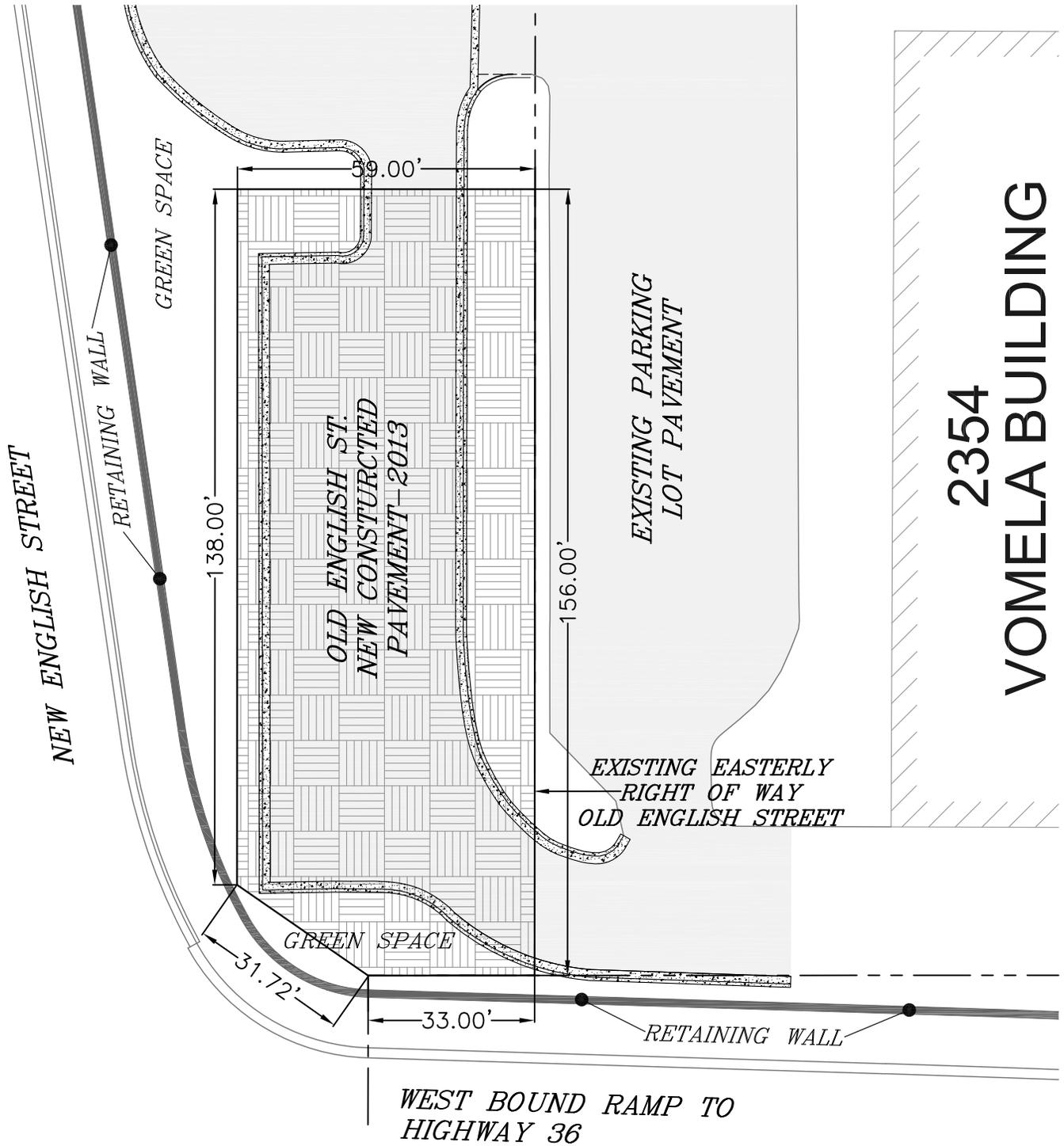
**property is described using entire legal description*

ABSTRACT- 10.29.22.32.0006

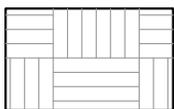
All that part of the West 433 feet of the Southwest 1/4 of Section 10, Township 29, Range 22, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota, lying North of state Trunk Highway No. 36, except the North 404.70 feet thereof

PARTY NAME	NATURE OF INTEREST
Camada Limited Partnership, LP	Fee
Norwest Bank Minnesota, NA	Mortgage
Wells Fargo Bank, NA	Assignee
City of Maplewood	Possible Assessments
County of Ramsey	Possible taxes

EXHIBIT B



2354
VOMELA BUILDING



PROPOSED AREA BY REPRESENTED HATCH
EQUALS 9,011.51 SF



0 30 60
1" = 30' FULL SIZE
1" = 60' HALF SIZE

EXHIBIT B

**FORMER ENGLISH STREET RIGHT OF WAY
CONVERTED INTO PARKING AREA**

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, Citizen Services Director
DATE: June 2, 2015
SUBJECT: Approval of a Resolution for a Temporary Lawful Gambling – Local Permit for the White Bear Avenue Business Association

Introduction

An application has been submitted for a lawful gambling temporary permit by Les Nelson on behalf of the White Bear Avenue Business Association, 2201 Birmingham St, to conduct off-site gambling at the annual Ramsey County Fair. The gambling activity will be conducted from July 15 to July 19, 2015, and proceeds will go towards improving the business climate and quality of life along White Bear Avenue and the surrounding community.

In order for the State of Minnesota to approve an application to conduct off-site gambling, approval of the following resolution from the City is required:

Budget Impact

None

Recommendation

It is recommended that the Council approve the above resolution for a temporary lawful gambling – local permit for the White Bear Avenue Business Association, 2201 Birmingham St.

Attachments

1. Resolution for a Temporary Lawful Gambling – Local Permit

RESOLUTION

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary lawful gambling – local permit is approved for the White Bear Avenue Business Association, 2201 Birmingham St 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.

THIS PAGE IS INTENTIONALLY LEFT BLANK

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Gayle Bauman, Finance Director

DATE: June 2, 2015

SUBJECT: Approval of Resolutions Authorizing the Issuance and Awarding the Sale of

- a. General Obligation Bonds, Series 2015B
- b. Taxable General Obligation Refunding Bonds, Series 2015C

Introduction

On May 11, 2015, the Council gave preliminary approval for the sale of \$1,235,000 of General Obligation Bonds, Series 2015B and \$8,020,000 of Taxable General Obligation Refunding Bonds, Series 2015C. The bids on these bonds are scheduled to be opened on Monday, June 8, 2015.

Bonds need to be issued to finance the following:

- Street Reconstruction bonds totaling \$820,000 will be used to finance the Gladstone Phase II Street Improvements. It is anticipated that there will be some TIF dollars available to help with the repayment of these bonds.
- Equipment certificates will be issued in the amount of \$415,000 to cover the cost of the equipment needs at the Maplewood Community Center already approved by Council.
- Refunding bonds totaling \$8,020,000 will be used to refund maturities of the City's Taxable G.O. Bonds (Build America Bonds), Series 2010A. The City will also be contributing \$550,000 of cash on hand towards this refunding.

With regard to the refunding bonds, current refunding bonds are proposed to be issued to refund Taxable G.O. Bonds (Build America Bonds) 2010A with an outstanding amount of \$8,435,000 and maturities through 2027. The estimated net present value (NPV) of savings to the City for this issue is \$225,948 or over 2.8% of the principal amount of the refunding bonds. Please note that the NPV benefit shown is an estimate and is variable based on the actual true interest cost of the refunding bonds as determined at the sale date. City policy states that any refunding, whether advanced or current, needs to have a NPV benefit of at least 3.5%. The NPV benefit being realized by this refunding falls short of the City policy but we are using an extraordinary call provision in this case. These are taxable bonds issued under the Build America Program. The federal government had agreed to reimburse the City for a certain portion of the interest each year if we agreed to utilize this program. Since the program's inception, the federal government has reduced the amount of the interest credit they had originally agreed to pay the City each year. The future of this program is uncertain and rates for taxable bonds are lower now than when these bonds were originally issued. Staff feels that refunding these bonds makes sense with the reductions already being realized in the federal government reimbursements.

The bid award is scheduled for 7:00 p.m. at the regular Council meeting on Monday, June 8, 2015. A recommendation regarding the bid award will be made by a representative of Springsted Incorporated. At that time, resolutions for the bonds issued will need to be adopted to award the bids. Draft copies of the resolutions are attached.

Budget Impact

Estimated net present value of savings to the City for the refunding bonds is \$225,948.

Recommendation

Staff recommends approval of the two resolutions pending a favorable recommendation from Springsted, Incorporated.

Attachments

1. Resolution for Series 2015B bonds
2. Resolution for Series 2015C bonds

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF MAPLEWOOD, MINNESOTA

HELD: June 8, 2015

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly called and held at the City Hall on June 8, 2015, at 7:00 P.M., for the purpose, in part, of considering proposals and awarding the competitive negotiated sale of \$1,235,000 General Obligation Bonds, Series 2015B.

The following members were present:

and the following were absent:

RESOLUTION ACCEPTING PROPOSAL ON THE COMPETITIVE NEGOTIATED SALE
OF \$1,235,000 GENERAL OBLIGATION BONDS, SERIES 2015B, PLEDGING FOR THE
SECURITY THEREOF LEVYING A TAX FOR THE PAYMENT THEREOF AND
PROVIDING FOR THEIR ISSUANCE

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City") has heretofore determined and declared that it is necessary and expedient to issue \$1,235,000 General Obligation Bonds, Series 2015B (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475 and:

1. Section 412.301 to finance the purchase of capital equipment (the "Equipment"), in the amount of \$_____ (the "Equipment Portion of the Bonds"). Each item of Equipment to be financed by the Equipment Portion of the Bonds has an expected useful life at least as long as the term of the Equipment Portion of the Bonds. The principal amount of the Equipment Portion of the Bonds does not exceed one-quarter of one percent (0.25%) of the market value of the taxable property in the City (\$_____ times 0.25% is \$_____); and

2. Section 475.58, Subdivision 3b, to finance street reconstruction improvements under the City's 2015 through 2019 Five-Year Street Reconstruction Plan adopted on _____, 2015 (the "Improvements") in the amount of \$_____ (the "Improvement Portion of the Bonds"); and

B. WHEREAS, on _____, 2015, following duly published notice thereof, the Council held a public hearing on the issuance of approximately \$_____ principal amount of bonds to finance the Improvements and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so; and

C. WHEREAS, no petition signed by voters equal to 5 percent of the votes cast in the City in the last municipal general election requesting a vote on the issuance of the street reconstruction bonds has been filed with the City Administrator within 30 days after the public hearing on _____, 2015; and

D. WHEREAS, the Bonds, together with any outstanding bonds of the City that are subject to the City's net debt limit, do not exceed the City's net debt limit; and

E. WHEREAS, the City has retained Springsted Incorporated ("Springsted"), as its independent financial advisor, in connection with the sale of the Bonds, and therefore the City is authorized to negotiate the sale of the Bonds without compliance with the public sale requirements of Minnesota Statutes, Section 475.60; Subdivision 2(9); and

F. WHEREAS, the proposals set forth on Attachment A attached hereto were received by the City Clerk, or designee, at the offices of Springsted, at 10:30 a.m. this same day pursuant to the Terms of Proposal established for the Bonds; and

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

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

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

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated July 8, 2015, as the date of original issue and shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2017		2025	
2018		2026	
2019		2027	
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024			

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal

repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Allocation. The Improvement Portion of the Bonds, being the aggregate principal amount of \$_____, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Improvements. The Equipment Portion of the Bonds, being the aggregate principal amount of \$_____, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Equipment.

<u>Year</u>	<u>Improvement Portion</u>	<u>Equipment Portion</u>	<u>Total</u>
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			

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

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

- (i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.
- (ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").
- (iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.
- (iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

- (v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.
- (vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").
- (vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.
- (viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.
- (ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.
- (x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 5, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.
- (d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:
 - (i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its

responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

- (ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.
- (iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

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

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

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing July 8, 2015, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2017		2025	
2018		2026	
2019		2027	
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024			

5. Redemption. All Bonds maturing on February 1, 2026 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2025, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty days prior to the date fixed for redemption.

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

6. Bond Registrar. U.S. Bank National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is

duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

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

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

R-_____ \$_____

GENERAL OBLIGATION BOND, SERIES 2015B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1,	July 8, 2015	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Maplewood, Ramsey County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing July 8, 2015, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer, acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this

Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2026, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2025, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty days prior to the date fixed for redemption.

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

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$1,235,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on June 8, 2015 (the "Resolution"), for the purpose of providing money to finance various projects within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Bonds, Series 2015B Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the

principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

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

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

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

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

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

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

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

Date of Registration:

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

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

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

By: _____
Authorized Signature

Registrable by: U.S. BANK NATIONAL
ASSOCIATION

Payable at: U.S. BANK NATIONAL
ASSOCIATION

CITY OF MAPLEWOOD,
RAMSEY COUNTY, MINNESOTA

/s/ Facsimile _____
Mayor

/s/ Facsimile _____
City Clerk

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

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is July 8, 2015. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

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

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

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

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

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

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

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

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

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

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

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

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

15. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Bonds, Series 2015B Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the

manner herein specified until all of the Bonds and the interest thereon have been fully paid. In such records there shall be established accounts or accounts shall continue to be maintained as the case may be, of the Fund for the purposes and in the amounts as follows:

(a) Capital Account. To the Capital Account there shall be credited the proceeds of the sale of the Bonds, less any amount paid for the Bonds in excess of the minimum bid. From the Capital Account there shall be paid all costs and expenses of the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Capital Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Capital Account, the balance shall be transferred to the Debt Service Account.

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

- (i) Improvements Debt Service Subaccount. To the Improvement Debt Service Subaccount there shall be credited: (A) all taxes herein and hereafter levied for the payment of the Improvement Portion of the Bonds; (B) a pro rata share of any amount paid for the Bonds in excess of the minimum bid; (C) all funds remaining in the Capital Account after completion of the Improvements and payment of the costs thereof; (D) all investment earnings on funds held in the Improvement Debt Service Subaccount; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvement Debt Service Subaccount. The Improvement Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the Improvement Portion of the Bonds.
- (ii) Equipment Debt Service Subaccount. To the Equipment Debt Service Subaccount there shall be credited: (A) all taxes herein and hereafter levied for the payment of the Equipment Portion of the Bonds; (B) a pro rata share of any amount paid for the Bonds in excess of the minimum bid; (C) all funds remaining in the Capital Account after purchase of the Equipment and payment of the costs thereof; (D) all investment earnings on funds held in the Equipment Debt Service Subaccount; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Equipment Debt Service Subaccount. The Equipment Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the Equipment Portion of the Bonds.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire

higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Capital Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

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

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
-------------------	-------------------------	---------------

See attached schedule (Improvement Portion)

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

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

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amount</u>
--------------------------	--------------------------------	---------------

See attached levy schedule (Equipment Portion)

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

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

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

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

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a

written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

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

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2015 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2015 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

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

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

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

The motion for the adoption of the foregoing resolution was duly seconded by member Beaton and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: _____;

and the following voted against the same: _____.

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

I, the undersigned, being the duly qualified and acting Clerk of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance and awarding the sale of \$1,235,000 General Obligation Bonds, Series 2015B.

WITNESS my hand on June 8, 2015.

Clerk

ATTACHMENT A
PROPOSALS

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF MAPLEWOOD, MINNESOTA

HELD: June 8, 2015

Pursuant to due call, a regular or special meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly held at the City Hall on June 8, 2015, at 7:00 P.M, for the purpose, in part, of awarding the sale of \$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$8,020,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015C AND PLEDGING REVENUES AND SPECIAL ASSESSMENT FOR THE SECURITY THEREOF AND LEVYING A TAX FOR THE PAYMENT THEREOF

H. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), owns and operates a municipal sewer system (the "Sewer System") and a municipal water system (the "Water System") as separate revenue producing utilities of the City (combined, the "System") and there are currently outstanding the "System Refunding Portion" of \$4,405,000 original principal amount of General Obligation Refunding Bonds, Series 2010A, dated July 8, 2010 (the "Outstanding Sewer Bonds") of the City payable from the net revenues of the Sewer System; and

I. WHEREAS, the City hereby determines and declares that it is necessary and expedient to issue \$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475, to provide moneys for a current refunding of the City's outstanding \$11,790,000 original principal amount of Taxable General Obligation Bonds, Series 2010A (Build America Bonds - Direct Pay), dated May 10, 2010 (the "Prior Bonds"); and

J. WHEREAS, \$8,435,000 aggregate principal amount of the Prior Bonds which matures or are subject to mandatory redemption on and after February 1, 2016 (the "Refunded Bonds"), is subject to extraordinary redemption on August 13, 2015 (the "Call Date"), at a price of par plus accrued interest, as provided in the Resolution adopted by the City Council on April 12, 2010 (the "Prior Resolution"); and

K. WHEREAS, based upon information presently available from the City's financial advisor, the refunding of the Refunded Bonds on the Call Date is consistent with covenants made with the holders thereof, and is necessary and desirable for the reduction of debt service cost to the City; and

L. WHEREAS, the City has retained Springsted Incorporated ("Springsted"), as its independent financial advisor, in connection with the sale of the Bonds, and therefore the City is authorized to negotiate the sale of the Bonds without compliance with the public sale requirements of Minnesota Statutes, Section 475.60; Subdivision 2(9); and

M. WHEREAS, the proposals set forth on Attachment A attached hereto were received by the City Clerk, or designee, at the offices of Springsted, at 10:30 a.m. this same day pursuant to the Terms of Proposal established for the Bonds; and

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

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

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

2. Terms of Bonds.

(a) Original Issue Date; Denominations; Maturities. The Bonds shall be dated July 8, 2015, as the date of original issue and shall be issued forthwith on or after such date in fully registered form. The Bonds shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations"). The Bonds shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2016	\$	2022	\$
2017		2023	
2018		2024	
2019		2025	
2020		2026	
2021		2027	

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

(b) Allocation of Bonds to Prior Bonds; Allocation of Prepayments to Portions of Debt Service. The aggregate principal amount of \$_____ maturing in each of the years and amounts hereinafter set forth are issued to refund the Improvement Portion of the Prior

Bonds (the "Improvement Refunding Portion") and the aggregate principal amount of \$_____ maturing in each of the years and amounts hereinafter set forth are issued to refund the System Portion of the Prior Bonds (the "Utility Refunding Portion):

<u>Year</u>	<u>Improvement Refunding Portion (Amount)</u>	<u>Utility Refunding Portion (Amount)</u>	<u>Total Amount</u>
2016			
2017			
2018			
2019			
2018			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			

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

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

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

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

Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

- (vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.
- (viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.
- (ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.
- (x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 5, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.
- (d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:
 - (i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.
 - (ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the

functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

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

3. Purpose; Refunding Findings. The Bonds shall provide funds for a current refunding of the Refunded Bonds (the "Refunding"). It is hereby found, determined and declared that the Refunding is pursuant to Minnesota Statutes, Section 475.67, and shall result in a reduction of debt service cost to the City.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2016, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2016	%	2022	%
2017		2023	
2018		2024	
2019		2025	
2020		2026	
2021		2027	

5. Optional Redemption. Bonds maturing on February 1, 2025, and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2024, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the

paying agent and to each affected registered holder of the Bonds prior to the date fixed for redemption.

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

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

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

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

R- _____

\$ _____

TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2015C

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1,	July 8, 2015	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Maplewood, Ramsey County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for prior payment, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2016, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of

the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. The Bonds of this issue (the "Bonds") maturing on February 1, 2025, and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2024, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

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

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$8,020,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council of the Issuer on June 8, 2015 (the "Resolution"), for the purpose of providing funds for a current refunding of the Issuer's Taxable General Obligation Bonds, Series 2010A (Build America Bonds - Direct Pay), dated May 10, 2010 which mature on and after February 1,

2016. This Bond is payable out of the Taxable General Obligation Refunding Bonds, Series 2015C Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

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

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

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

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

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

Taxable Interest. The interest on this Bond is included in the gross income of the owner hereof purposes of United States income tax and to the same extent in both gross income and taxable net income for State of Minnesota income tax purposes.

Not Qualified Tax-Exempt Obligation. This Bond has not been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be

performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holders of the Bonds that it will impose and collect charges for the service, use and availability of the municipal water system and the sanitary sewer system (the "System") at the times and in amounts necessary to produce net revenues, together with other sums pledged to the payment of the Utility Refunding Portion of the Bonds, as defined in the Resolution, adequate to pay all principal and interest when due on the Utility Refunding Portion of the Bonds; and that the Issuer will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on the Utility Refunding Portion of the Bonds as they respectively become due, if the net revenues from the System, and any other sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

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

Date of Registration:

Registrable by: U.S. BANK NATIONAL ASSOCIATION

Payable at: U.S. BANK NATIONAL ASSOCIATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

CITY OF MAPLEWOOD,
RAMSEY COUNTY, MINNESOTA

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

/s/ Facsimile
Mayor

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

/s/ Facsimile
Clerk

By: _____
Authorized Signature

PREPAYMENT SCHEDULE

This Bond has been prepaid in part on the date(s) and in the amount(s) as follows:

<u>DATE</u>	<u>AMOUNT</u>	<u>AUTHORIZED SIGNATURE OF HOLDER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of July 8, 2015. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

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

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

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

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

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

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

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

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

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

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

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

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

15. Fund and Accounts. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to make adequate and specific security to the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the "Taxable General Obligation Refunding Bonds, Series 2015C Fund" (the

"Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Operation and Maintenance Account heretofore established for the Sewer System by the City shall continue to be maintained in the manner heretofore provided by the City. The Operation and Maintenance Account heretofore established for the Water System shall continue to be maintained in the manner heretofore provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution establishing the Operation and Maintenance Accounts shall constitute or are referred to as "net revenues" until the Utility Refunding Portion of the Bonds and the Outstanding Sewer Bonds have been paid. There shall be maintained in the Fund the following separate accounts to which shall be credited and debited all income and disbursements of the System as hereinafter set forth. The Finance Director and all officials and employees concerned therewith shall establish and maintain financial records of the receipts and disbursements of the System in accordance with this resolution. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon shall have been fully paid. There shall be maintained and created in the fund the "Payment Account" and a "Debt Service Account".

(a) Payment Account. The proceeds of the Bonds shall be deposited in the Payment Account. On or prior to the Call Date, the Finance Director shall transfer \$_____ of the proceeds of the Bonds from the Payment Account to the paying agent for the Prior Bonds. The sums are sufficient, together with other funds on deposit in debt service fund for the Refunded Bonds, to pay the principal and interest due on the Refunded Bonds due after the Call Date, including the principal of the Refunded Bonds called for redemption on the Call Date. The remainder of the monies in the Payment Account shall be used to pay the costs of issuance of the Bonds. Any monies remaining in the Payment Account after payment of all costs of issuance and payment of the Refunded Bonds shall be transferred to the Debt Service Account.

(b) Debt Service Account. There shall be maintained the following separate subaccounts in the Debt Service Account to be designated the "Improvement Refunding Debt Service Subaccount" and the "Utility Refunding Debt Service Subaccount". There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

- (i) Improvement Refunding Debt Service Subaccount. To the Improvement Refunding Debt Service Subaccount there is hereby pledged and irrevocable appropriated and there shall be credited: (1) any balance remaining after the Call Date, in the Prior Bonds Improvement Project Debt Service Subaccount created by the Prior Resolution; (2) any uncollected special assessments which were heretofore pledged for the payment of the Improvement Portion of the Refunded Bonds and are herein pledged to the payment of the Improvement Refunding Portion of the Bonds; (3) any collection of all taxes heretofore or hereafter levied for the payment of the Prior Bonds as a result of the Refunding; (4) a pro rata share of any funds remaining in the Payment Account after all costs of issuing the Bonds have been paid; (5) all investment earnings on funds in the Improvement Refunding Debt Service Subaccount; (6) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvement Refunding Debt Service Subaccount. The amount of any surplus

remaining in the Improvement Refunding Debt Service Subaccount when the improvement Refunding Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4.

- (ii) Utility Refunding Debt Service Subaccount. To the Utility Refunding Debt Service Subaccount there is hereby pledged and irrevocably appropriated and there shall be credited (1) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the principal and interest of the Utility Refunding Portion of the Bonds; (2) any collections of all taxes which may hereafter be levied in the event that the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the Utility Refunding Portion of the Bonds are insufficient therefor; (3) any balance remaining after the Call Date in the Prior Bonds System Improvements Project Debt Service Subaccount established by the Prior Resolution; (4) a pro rata share of any funds remaining in the Payment Account after all costs of issuing the Bonds have been paid; (5) all investment earnings on funds in the Utility Refunding Debt Service Subaccount; and (6) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Utility Refunding Debt Service Subaccount. The amount of any surplus remaining in the Utility Refunding Debt Service Subaccount when the Utility Refunding Portion of the Bonds are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4.

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

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

- (a) Assessments. The City has heretofore levied special assessments pursuant to the Prior Resolution, which have been pledged to the payment of the principal and interest on the

Improvement Portion of the Improvement Refunding Portion of the Prior Bonds. All uncollected special assessments are now pledged to the payment of principal of and interest on the Improvement Refunding Portion of the Bonds. The balance of the special assessments shall be payable in equal, consecutive, annual installments with general taxes for the years shown below and with interest on the declining balance of all such installments as follows:

<u>Improvement Designations</u>	<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>	<u>Rate</u>
	20__-20__	20__-20__		%

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

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
20__-20__	20__-20__	See attached schedule

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

Upon payment of the Improvement Portion of the Refunded Bonds, the taxes levied by the Prior Resolution in the years 20__ to 20__ shall be canceled.

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

17. Covenants Relating to the Utility Refunding Portion.

(a) Sufficiency of Net Revenues; Coverage Test. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the

principal of interest on the Utility Refunding Portion of the Bonds and a sum at least five percent in excess thereof. The net revenues of the Sewer System are sufficient in amount to pay when due the principal of and interest on the Outstanding Sewer Bonds and a sum at least five percent in excess thereof. The net revenues of the System are hereby pledged on a parity with the Outstanding Sewer Bonds and shall be applied for that purpose, but solely to the extent required to meet, together with other pledged sums, the principal and interest requirements of the Utility Refunding Portion of the Bonds. Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient in addition to all other sources, for the payment of the Bonds and such additional obligations and any such pledge and appropriation of the net revenues of the System may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

(b) Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holders of the Utility Refunding Portion of the Bonds that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Utility Refunding Portion of the Bonds. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations".

(c) Excess Net Revenues. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

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

18. Prior Bonds; Security and Prepayment. Until retirement of the Prior Bonds, all provisions for the security thereof shall be observed by the City and all of its officers and agents. The Refunded Bonds shall be redeemed and prepaid on the Call Date in accordance with the terms and conditions set forth in the Notice of Call for Extraordinary Redemption attached hereto as Exhibit A, which terms and conditions are hereby approved and incorporated herein by reference.

19. Supplemental Resolution. The Prior Resolution authorizing the issuance of the Prior Bonds is hereby supplemented to the extent necessary to give effect to the provisions hereof.

20. Certificate of Registration. The Clerk is hereby directed to file a certified copy of this resolution with the County Auditor of Ramsey County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

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

22. Taxable Status of the Bond. The City does not qualify the Bond as tax-exempt under the Internal Revenue Code of 1986, as amended. It is hereby determined that the Bond is to be issued as a fully taxable obligation, and all interest received on the Bond is to be included in the gross income of the Holder of any Bond for federal income taxation purposes and, to the same extent, in both gross income and taxable net income for state income taxation purposes.

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

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

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

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

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

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

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

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

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

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

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

I, the undersigned, being the duly qualified Clerk of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on the date therein indicated, insofar as such minutes relate to considering proposals and awarding the sale of \$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C.

WITNESS my hand on May __, 2015.

Clerk

EXHIBIT A

NOTICE OF CALL FOR EXTRAORDINARY REDEMPTION
 TAXABLE GENERAL OBLIGATION BONDS,
 SERIES 2010A (BUILD AMERICA BONDS - DIRECT PAY)
 CITY OF MAPLEWOOD, RAMSEY COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that by order of the City Council of the City of Maplewood, Ramsey County, Minnesota, there have been called for extraordinary redemption and prepayment on

August 13, 2015

those outstanding bonds of the City designated as Taxable General Obligation Bonds, Series 2010A (Build America Bonds - Direct Pay), dated as of May 10, 2010, having stated maturity dates in the years 2016 through 2027, inclusive, and totaling \$8,435,000 in principal amount and having CUSIP numbers listed below:

<u>Year</u>	<u>CUSIP*</u>
2016	565557 NH 4
2017	565557 NJ 0
2018	565557 NK7
2019	565557 NL 5
2020	565557 NM 3
2021	565557 NN 1
2022	565557 NP 6
2023	565557 NQ 4
2024	565557 NR 2
2025	565557 NS 0
2026	565557 NT 8
2027	565557 NU 5

The bonds are being called at a price of par plus accrued interest to August 13, 2015, on which date all interest on the bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment, at the principal office of the U.S. Bank National Association, Attention: Paying Agent Services, 60 Livingston Avenue, St. Paul, Minnesota 55107.

Dated: June 8, 2015

BY ORDER OF THE CITY COUNCIL

/s/Karen Haag, City Clerk

*The City shall not be responsible for the selection of or use of the CUSIP numbers, nor is any representation made as to their correctness indicated in the notice. They are included solely for the convenience of the holders.

MEMORANDUM

TO: Melinda Coleman, City Manager

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

DATE: June 1, 2015

SUBJECT: Gas Franchise Ordinances

- a. Approval of Second Reading of Revised Gas Franchise Ordinance
- b. Approval of Second Reading of New Gas Franchise Fee Ordinance to Fund Additional Road Repair
- c. Approval of Revised Gas Franchise Ordinance Summary Publication (Super Majority Vote)
- d. Approval of New Gas Franchise Fee Ordinance Summary Publication (Super Majority Vote)

Introduction

The City Council will consider approval the second reading of the two ordinances. The revised Gas Franchise Ordinance can be found in *Attachment 1*, and the new Gas Franchise Fee Ordinance in *Attachment 2*. Also, according to state law, the council may direct that a summary of an ordinance be published rather than the entire ordinance text. The franchise ordinances contain a number of pages of text which would be costly to publish. As such, staff is recommending the council authorize a summary ordinance for publication for each ordinance per *Attachments 3 and 4*.

Background / Discussion

The council held a public hearing and unanimously approved the first reading of both ordinances at its May 26, 2015 meeting. Approval of a second reading must be conducted for both ordinances and staff is requesting summary publication approvals for both in order to reduce publishing costs.

As discussed in detail in the May 26, 2015 staff report, these ordinances will allow the City to collect a franchise fee through Xcel Energy Gas of which all revenues will go directly fixing more streets in Maplewood. Upon council approval the final ordinances will be sent to Xcel Energy in order to go through a separate procedural approval process conducted by Xcel. It is anticipated that process will take 60-90 days. Thus the anticipated month in which customers will first notice the franchise fee on Xcel Energy statements will be this coming October.

Staff is currently updating the 5-year capital improvement plan to reflect the additional investment into local neighborhood streets as a result of this revenue. The first project is slated for 2016 implementation. This project along with the others in the first five years will focus on repairing the prevalent pavement stripping problems occurring on many of the streets in the south leg. As discussed at the council meeting during the first reading, fixing these streets now is important in order to protect the existing investment such a decent aggregate base section.

Budget Impact

This would affect all users of Xcel gas as listed in the premises fee schedule as presented in detail during the first reading on May 26, 2015, and as seen below:

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

Recommendation

It is recommended that the City Council:

- a. Approve the Second Reading of Revised Gas Franchise Ordinance
- b. Approve the Second Reading of New Gas Franchise Fee Ordinance to Fund Additional Road Repair
- c. Approve the Revised Gas Franchise Ordinance Summary Publication (Super Majority Vote)
- d. Approve the New Gas Franchise Fee Ordinance Summary Publication (Super Majority Vote)

Attachments

1. Revised Gas Franchise Ordinance
2. New Gas Franchise Fee Ordinance
3. Summary Publication Revised Gas Franchise Ordinance
4. Summary Publication New Gas Franchise Fee Ordinance

ORDINANCE NO. 948
GAS FRANCHISE

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

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

SECTION 1. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

SECTION 2. ADOPTION OF FRANCHISE.

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

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

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

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

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

SECTION 3. LOCATION, OTHER REGULATIONS.

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

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

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

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

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

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

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

SECTION 4. RELOCATIONS.

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

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

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

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

SECTION 5. TREE TRIMMING.

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

SECTION 6. INDEMNIFICATION.

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

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

SECTION 7. VACATION OF PUBLIC WAYS.

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

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

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

SECTION 9. FRANCHISE FEE.

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

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

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

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

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

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

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

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

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

SECTION 10. PROVISIONS OF ORDINANCE.

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

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

SECTION 11. AMENDMENT PROCEDURE.

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

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

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED

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

PASSED BY THE MAPLEWOOD CITY COUNCIL ON THIS 26TH DAY OF MAY 2015

ORDINANCE NO. 949
GAS FRANCHISE FEE

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

THE CITY COUNCIL OF THE CITY OF MAPLEWOOD DOES ORDAIN:

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

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

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

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

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

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

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

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

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

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

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

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

Passed and approved: _____, 2015.

Mayor

Attest:

City Clerk

SEAL

SCHEDULE A

Franchise Fee Rates:

Gas Utility

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

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

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

January – March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October – December collections due by January 31.

ORDINANCE NO.948 (SUMMARY FOR PUBLICATION)
(Supersedes Ordinance No. 853)

ON JUNE 8, 2015, THE MAPLEWOOD CITY COUNCIL ADOPTED AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING, AND MAINTAINING IN THE CITY OF MAPLEWOOD, MN, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

A **SUMMARY** OF THE ORDINANCE IS AS FOLLOWS:

- City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish Gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future.
- Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement.
- Company shall not open or disturb any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities work. Company may, however, open and disturb any Public Way or Public Ground without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities.
- After undertaking any work requiring the opening of any Public Way or Public Ground, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Way or Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company.
- If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility

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

- City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.
- During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee, for the sole purpose of recovering the cost to maintain and operate streets, sidewalk, and trails, by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the following amounts:

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

ORDINANCE NO.949 (SUMMARY FOR PUBLICATION)
GAS FRANCHISE FEE

ON JUNE 8, 2015, THE MAPLEWOOD CITY COUNCIL ADOPTED AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF MAPLEWOOD.

A **SUMMARY** OF THE ORDINANCE IS AS FOLLOWS:

- The Maplewood City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide gas services within the City of Maplewood.
- 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.
- A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, its successors and assigns, under its gas franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the Xcel Energy October, 2015 billing month.
- This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for gas service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.
- The City recognizes that the Minnesota Public Utilities Commission allows the utility company to add a surcharge to customer rates to reimburse such utility company for the cost of the fee and that Xcel Energy will surcharge its customers in the City the amount of the fee.
- The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to Xcel Energy by certified mail. Collection of the fee shall commence as provided above.

- The termination of this Ordinance shall take effect on December 31, 2035. Changes or adjustments to terms of this Ordinance shall follow the process outlined in Subdivision 11 of the Franchise Agreement.
- The City shall deposit said franchise fee revenue into a city fund titled “Street Use Revitalization Fund (SURF)” of which all franchise fee proceeds shall be used for the specific use of preserving and repairing city streets including, but not limited to, methods such as crack seal, fog seal, mill and overlay, hot in place recycle, cold in place recycle, and full depth reclamation. Each year the City shall prepare and publish a report detailing the additional preservation and repair projects able to be completed with said franchise revenue.

Franchise Fee Rates:

Gas Utility

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

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

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

MEMORANDUM

TO: Melinda Coleman, City Manager

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

DATE: June 1, 2015

SUBJECT: Stormwater Ordinances and Standards

- a. Approval of Second Reading of Revised Stormwater Related Ordinances
- b. Approval of Revised Stormwater Related Ordinances Summary Publication (Super Majority Vote)

Introduction

The council will consider approval of a second reading of the stormwater related ordinances. Also, according to state law, the council may direct that a summary of an ordinance be published rather than the entire ordinance text. The revised stormwater related ordinances contain a number of pages of text which would be costly to publish. Therefore, the council will consider approval authorizing a summary ordinance for publication for the revised stormwater related ordinances. Two separate motions and approvals are requested.

Background

The council held a public hearing and unanimously approved the first reading of the revised stormwater related ordinances at its May 26, 2015 meeting. Approval of a second reading must be conducted for the revised stormwater related ordinances and staff is requesting summary publication approval in order to reduce publishing costs.

As discussed in detail in the May 26, 2015 staff report, these revised ordinances are necessary to meet the requirements of the Municipal Separate Storm Sewer System (MS4) permit.

Budget Impact

There are no budget impacts associated with this agenda item.

Recommendation

It is recommended that the council:

- a. Approve the Second Reading of Revised Stormwater Related Ordinances
- b. Approval of Revised Stormwater Related Ordinances Summary Publication (Super Majority Vote)

Attachments

1. City Code – Chapter 18, Article III – Erosion and Sediment Control
2. City Code – Chapter 18, Article VII – Storm Water Management
3. City Code – Chapter 40, Article II - Sewers
4. Summary Publication of the Revised Stormwater Related Ordinances

- CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE III. EROSION AND SEDIMENTATION CONTROL

ARTICLE III. EROSION AND SEDIMENTATION CONTROL [\[5\]](#)

[Sec. 18-141. Purpose.](#)

[Sec. 18-142. Scope.](#)

[Sec. 18-143. Definitions.](#)

[Sec. 18-144. Erosion and sediment control plan.](#)

[Sec. 18-145. Review of plan.](#)

[Sec. 18-146. Modification of plan.](#)

[Sec. 18-147. Escrow requirement.](#)

[Sec. 18-148. Enforcement; penalty.](#)

[Secs. 18-149—18-175. Reserved.](#)

Sec. 18-141. Purpose.

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

(Code 1982, § 11.5-1)

Sec. 18-142. Scope.

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

(Code 1982, § 11.5-2)

Sec. 18-143. Definitions.

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

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

Best Management Practices or BMPs means practices to prevent or reduce the pollution of the stormwater runoff, including schedules of activities, prohibition of practices, and other management

- CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE III. EROSION AND SEDIMENTATION CONTROL

practices, and also includes treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge, or waste disposal or drainage from raw material storage.

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

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

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

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

Erosion control compliance agreement means a document stating that all BMPs will be installed and inspected prior to any land disturbing activities, the BMPs will be maintained throughout the entirety of the project, and that the project site will be stabilized prior to granting a Certificate of Occupancy and/or release of any grading permit escrow.

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

- (1) Minor land disturbance activities such as home gardens and an individual's home landscaping, repairs, and maintenance work.
- (2) Construction, installation, and maintenance of electric, telephone, and cable television utility lines or individual service connections to these utilities, except where a minimum of 10,000 square feet of land disturbance can be anticipated.
- (3) Tilling, planting, or harvesting of agricultural, horticultural, or silvicultural crops.
- (4) Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles.
- (5) Emergency work to protect life, limb, or property and emergency repairs. However, if the land disturbing activity would have required an approved erosion and sediment control plan except for the emergency, the land area disturbed shall be shaped and stabilized in accordance with the requirement of the local plan-approving authority or the district when applicable.

MPCA means the Minnesota Pollution Control Agency.

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

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

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

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

(Code 1982, § 11.5-3)

Cross reference— Definitions generally, § 1-2.

- CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE III. EROSION AND SEDIMENTATION CONTROL

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

- (a) *Required.* Every applicant for a building permit, a subdivision approval, grading permit, or a permit to allow land disturbing activities must submit an erosion and sediment control plan to the City. No building permit, subdivision approval, grading permit, or permit to allow land disturbing activities shall be issued until approval of the erosion and sediment control plan.
- (b) *Criteria addressed.* The erosion and sediment control plan shall meet the requirements of the MPCA's Construction Stormwater Permit and the MSMS.
- (c) *Contents of plan.* The erosion and sediment control plan shall meet the plan requirements of the MPCA's Construction Stormwater Permit and the MSMS.

(Code 1982, § 11.5-4)

Sec. 18-145. Review of plan.

- (a) *Generally.* The city appoints a staff member to review the erosion and sediment control plan. The most current version of the MPCA's BMP Manual and the MSMS are the reference for erosion and sediment control practice specifications in the city.
- (b) *Approval process.* If the city determines that the erosion and sediment control plan meets the requirements of this article, the developer will be instructed to proceed with the installation of the proposed erosion and sediment control BMP's. Once the erosion and sediment control BMP's are installed the applicant will contact the city for a field inspection. If additional BMP's are found to be required or if there are any adjustments to the installed BMP's the city shall notify the applicant. A follow up inspection will be scheduled after the requested changes are made. Once the field inspection has been approved the city shall issue a permit, valid for a specified period of time, that authorizes the land disturbance activity contingent on the implementation and completion of the erosion and sediment control plan.
- (c) *Denial.* If the city determines that the erosion and sediment control plan does not meet the requirements of this article, the city shall not issue a permit for the land disturbance activity. The erosion and sediment control plan must be resubmitted for approval before the land disturbance activity begins. All land use and building permits must be suspended until the applicant has an approved erosion and sediment control plan.
- (d) *Permit suspension.* If the city determines that the approved erosion and sediment control plan is not being implemented according to that schedule or the control measures are not being properly maintained, all land use and building permits must be suspended until the applicant has fully implemented and maintained the control measures identified in the approved erosion and sediment control plan.

(Code 1982, § 11.5-5)

Sec. 18-146. Modification of plan.

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

(Code 1982, § 11.5-6)

- CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE III. EROSION AND SEDIMENTATION CONTROL

Sec. 18-147. Escrow requirement.

After approval of an erosion and sediment control plan, the city shall require the applicant to escrow a sum of money sufficient to ensure the installation, completion, and maintenance of the erosion and sediment control plan and practices. The escrow may be reduced, upon request, after phases of the project are complete. The escrow amount will vary depending on the size and scope of the project. Upon project completion, all remaining escrow shall be returned to the applicant.

(Code 1982, § 11.5-7)

Sec. 18-148. Enforcement; penalty.

- (a) The city shall be responsible for the enforcement of this article.
- (b) Any person who fails to comply with or violates any section of this article shall be charged with of a misdemeanor and, upon conviction, shall be subject to punishment in accordance with [section 1-15](#). All land use and building permits shall be suspended until the applicant has corrected the violation and amended the erosion and sediment control plan for the land disturbance activity. Each day that a separate violation exists shall constitute a separate offense.
- (c) *Remedies not exclusive:* The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the City of Maplewood to seek cumulative remedies. The City of Maplewood may recover all attorneys' fees, court costs, and clean up costs associated with enforcement of this division including sampling and monitoring expenses. The City may recover all fees and costs by assessing the costs to the property.
- (d) *Compatibility with other regulations:* This ordinance is not intended to modify or repeal any other ordinance, rule regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.
- (e) *Severability:* If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

(Code 1982, § 11.5-8)

Secs. 18-149–18-175. Reserved.

FOOTNOTE(S):

--- (5) ---

- CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE III. EROSION AND SEDIMENTATION CONTROL

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

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

- CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE VII. STORMWATER MANAGEMENT

ARTICLE VII. STORMWATER MANAGEMENT [\[1\]](#)

[Sec. 18-271. Applicability.](#)

[Sec. 18-272. Erosion control.](#)

[Sec. 18-273. Illicit discharges.](#)

[Sec. 18-274. Regulating use of coal tar-based sealer products.](#)

[Secs. 18-275—18-300. Reserved.](#)

Sec. 18-271. Applicability.

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

All new development and redevelopment projects meeting and/or exceeding the thresholds for disturbed area and/or new impervious surface area, as defined by the MSMS, shall meet the requirements for *runoff rates* and *water quality treatment* as set forth by the MSMS.

- a) *Runoff rates.* Runoff rates resulting from a project subject to the standards shall not exceed the pre-project runoff rates for the two-year, ten-year, and 100-year critical duration storm events.
- b) *Water quality treatment.* To the maximum extent practicable the required infiltration volume, as defined by the MSMS, shall be met onsite.
 - 1) All proposed infiltration and filtration practices shall meet the requirements of the MSMS.
 - 2) For projects where infiltration or filtration is not feasible, or is prohibited as described in the MSMS, the project must meet the mitigation provision of the MSMS.

(Ord. No. 903, § 2, 6-14-2010)

Sec. 18-272. Erosion control.

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

(Ord. No. 903, § 2, 6-14-2010)

Sec. 18-273. Illicit discharges.

- (a) *Definitions:* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly specifies a different meaning:
 - (1) *Illicit Connection* means any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to

- CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE VII. STORMWATER MANAGEMENT

- any non-stormwater discharge such as sewage, process wastewater, and wash water, and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency.
- (2) *Illicit Discharge* means any discharge to a municipal separate storm sewer system that is not composed entirely of stormwater except discharges pursuant to a National Pollutant Discharge Elimination System (NPDES) permit (other than the NPDES permit for discharges from the municipal separate storm sewer system) and discharges resulting from firefighting activities.
- (3) *Municipal Separate Storm Sewer System (MS4)* means a stormwater conveyance or unified stormwater conveyance system (including but not limited to roads with drainage systems, municipal streets, catch basins, stormwater detention facilities, water quality treatment systems, curbs, gutters, ditches, natural or man-made channels, or sidewalks) owned and operated by the City of Maplewood and designed or used for collecting or conveying stormwater, and that is not used for collecting or conveying sewage.
- (4) *Non-stormwater* means any discharge to the municipal storm sewer system that is not composed entirely of stormwater.
- (5) *Street Wash Water* means water utilized by the City of Maplewood in sweeping/cleaning of streets.
- (6) *Stormwater* means any surface flow, runoff, and drainage consisting entirely of water in the form of natural precipitation, and resulting from such precipitation.
- (7) *Storm Sewer System* means any facility by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detentions basins, natural and human made or altered drainage channels, reservoirs, water quality treatment systems, and other drainage structures.
- (b) *Prohibition of illicit discharges:* No person shall throw, drain, or otherwise discharge, cause, or allow others under their control to throw, drain, or otherwise discharge into the MS4 any non-stormwater, pollutants, or waters containing any pollutants other than stormwater. The following discharges are exempt:
- (1) Water line flushing performed by a government agency, other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, natural riparian habitat or wetland flows, irrigation water, individual residential car washing, dechlorinated swimming pool discharges, street wash water, and any other water source not containing pollutants;
 - (2) Discharges or flows from fire fighting, and other discharges specified in writing by the city as being necessary to protect public health and safety;
 - (3) The prohibition provision above shall not apply to any non-stormwater discharge permitted under an National Pollutant Discharge Elimination System (NPDES) permit or order issued to the discharger and administered under the authority of the Minnesota Pollution Control Agency and the U.S. Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the (municipal/county) separate storm sewer system.

- CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE VII. STORMWATER MANAGEMENT

- (4) These requirements do not replace or supersede other city ordinances, watershed district rules or permit requirements, or state and federal rules or permits required for the project.
- (c) *Prohibition of illicit connections:* No person shall use any illicit connection to intentionally convey non-stormwater to a storm sewer system. The construction, use, maintenance or continued existence of illicit connections to a storm sewer system is prohibited. This prohibition includes, without limitation; illicit connections made in the past, regardless of whether the connection was permissible under the law or practices applicable or prevailing at the time of connection.
- (d) *Inspection, monitoring, and testing:* In response to a reported and/or identified illicit discharge the City shall track the illicit discharge back to its source.
- (1) The City Engineer and other duly authorized employees of the City, bearing proper credentials and identification, shall at reasonable times be permitted to enter upon all properties in the city utilizing proper procedures for the purpose of inspection, observation, emergency response, measurement, sampling and testing in connection with illicit discharge and the operation of the storm sewer system.
 - (2) The City of Maplewood shall be permitted to enter and inspect facilities subject to regulation under this division as necessary to determine compliance with this division.
 - (3) The City of Maplewood shall have the right to set up at any storm sewer system devices necessary in the opinion of the City to conduct monitoring, sampling and/or dye testing of the facility's stormwater discharge without need of securing any easement, license or permit from the landowner.
- (e) *Violations, penalties and remedies:* It shall be unlawful to violate any provisions or fail to comply with any of the requirements of this ordinance. The following is a list of penalties and remedies that are available to the City and can be used to enforce violations, depending on their severity:
- (1) The City may send a letter of notice explaining to the person(s) responsible for the violation what activities need to change and potential impacts that continuing such activities may have.
 - (2) The City may send a code enforcement letter to the person(s) responsible for the violation explaining what activities need to change, the cleanup measures that need to be performed by the individual(s), a deadline for completing the cleanup work, and the penalties for failing to meet the cleanup deadline.
 - (3) The City may take legal action against any person(s) violating any provision of this article. Any person(s) violating any provision of this article may be charged with a misdemeanor and be subject to criminal penalties and restitution, if any.
 - (4) In the event the violation constitutes an immediate danger to public health or safety, the city is authorized to enter upon the subject property without giving prior notice to take any and all measures necessary to abate the violation and/or restore the property. In the event that the City is forced to perform such abatement, the costs shall be assessed to the property.
 - (5) The City may, without prior notice, suspend storm sewer system access to any building/site when such suspension is necessary to stop an actual or threatened discharge, which presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, or to the storm sewer system or surface waters.
 - (6) Failure to comply with a suspension order issued in an emergency will result in any process deemed necessary to prevent or minimize damage to the storm sewer system or surface waters, or to minimize danger to persons or property.
- (f) *Remedies not exclusive:* The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion

- CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE VII. STORMWATER MANAGEMENT

of the City of Maplewood to seek cumulative remedies. The City of Maplewood may recover all attorneys' fees, court costs, and clean up costs associated with enforcement of this division including sampling and monitoring expenses. The City may recover all fees and costs by assessing the costs to the property.

- (g) *Compatibility with other regulations:* This ordinance is not intended to modify or repeal any other ordinance, rule regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.
- (h) *Severability:* If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

(Ord. No. 903, § 2, 6-14-2010)

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

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

(b) *Definitions.*

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

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

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

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

(c) *Prohibitions.*

- (1) No person shall apply any coal tar-based sealer to any driveway, parking lot, or other surface within the city.
- (2) No person shall contract with any commercial sealer product applicator, residential or commercial developer, or any other person for the application of any coal tar-based sealer to any driveway, parking lot, or other surface within the city.
- (3) No commercial sealer product applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other person to apply any coal tar-based sealer to any driveway, parking lot, or other surface within the city.

- CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE VII. STORMWATER MANAGEMENT

- (d) *Exemption.* Upon the express written approval from both the City and the MPCA, a person conducting bona fide research on the effects of coal tar-based sealer products or PAHs on the environment shall be exempt from the prohibitions provided in [section 18-274](#).
- (e) *Asphalt-based sealcoat products.* The provisions of this article shall only apply to use of coal tar-based sealer in the city and shall not affect the use of asphalt-based sealer products within the city.

(Ord. No. 903, § 2, 6-14-2010)

Secs. 18-275–18-300. Reserved.

FOOTNOTE(S):

--- (7) ---

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

- CODE OF ORDINANCES

Chapter 40 - UTILITIES

ARTICLE II. - SEWERS

DIVISION 1. GENERALLY

DIVISION 1. GENERALLY[Sec. 40-26. Operation of municipal sanitary sewer system as public utility.](#)[Sec. 40-27. Discharges from properties.](#)[Sec. 40-28. Right of entry.](#)[Sec. 40-29. Causing damage to sewer system.](#)[Sec. 40-30. Variations from requirements of article.](#)[Sec. 40-31. Violations of article.](#)[Secs. 40-32—40-60. Reserved.](#)**Sec. 40-26. Operation of municipal sanitary sewer system as public utility.**

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

(Code 1982, § 28-1)

Sec. 40-27. Discharges from properties.

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

(Code 1982, § 28-2)

Sec. 40-28. Right of entry.

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

(Code 1982, § 28-3)

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

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

(Code 1982, § 28-4)

- CODE OF ORDINANCES

Chapter 40 - UTILITIES

ARTICLE II. - SEWERS

DIVISION 1. GENERALLY

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

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

(Code 1982, § 28-5)

Sec. 40-31. Violations of article.

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

(Code 1982, § 28-6)

Secs. 40-32–40-60. Reserved.

Chapter 18, Article III – Erosion and Sediment Control, Chapter 18, Article VII – Stormwater Management, and Chapter 40, Article II - Sewers

Revisions to Stormwater Related Ordinances

On May 26, 2015, the Maplewood City Council adopted an ordinance which would revised portions of Chapter 18, Article III – Erosion and Sediment Control, Chapter 18, Article VII – Stormwater Management, and Chapter 40, Article II – Sewers of the City of Maplewood Code of Ordinances. A summary of the revisions to the stormwater related ordinances is as follows:

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

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Martin, AICP, Planner

DATE: June 1, 2015

SUBJECT: Approval of Design Review and a Reciprocal Easement Agreement, Beam Avenue Medical Building, Northeast of Beam and White Bear avenues, between Walgreens and Maplewood Heights Park

Introduction*Project Description*

Dan Regan, of Launch Properties, is proposing to construct a 13,882-square-foot medical building on a vacant lot located northeast of the Beam and White Bear avenues intersection, east of Walgreens and west of Maplewood Heights Park. The proposed medical building will house Prairie Care.

As part of this proposal, Mr. Regan has negotiated with the parks department to share parking facilities and to utilize some of the park land for the parking lot. A similar arrangement had been approved in 2011 for a previously proposed medical building which was never built. The requirements outlined in the city's parking requirements make it impossible for the applicant to fit everything within his site, thus the negotiations with the city's parks department. The property is guided in the city's comprehensive plan as Commercial (C) and zoned as Limited Business Commercial (LBC), which allows for offices, medical or health-related clinics, day care centers, or similar uses.

Requests

To build this development, the applicant is requesting the following city approvals:

1. Design plans

Background

December 11, 2006: The city council approved a lot division to split this site from the Walgreens to the west.

September 26, 2011: The city council approved design plans, a public vacation and a reciprocal easement agreement. Because more than two years have lapsed the design approval is not valid anymore, but the public vacation is a permanent approval and still

valid. The city council will be considering a revised reciprocal easement agreement as negotiated by the parks department.

Discussion

Design Review

Curb Cuts/Driveways

The current site does not have a curb cut. The parking lot serving Maplewood Heights Park does have a curb cut. The proposed site plan will have one curb cut off of Beam Avenue with the park and medical buildings sharing parking facilities. The city and Mr. Regan will need to execute an easement agreement outlining the terms of the shared access and parking facilities. There will be an additional access point from the access road on the Walgreens property.

Sidewalks and Trails

There is an existing six-foot-wide concrete sidewalk located along Beam Avenue. There will be an internal concrete sidewalk to serve the building. There will also be a five-foot-wide concrete trail on the east side of the site connecting the sidewalk along Beam Avenue and the parking lot to the ring trail around the pond within Maplewood Heights Park. There is a proposed retaining wall on the east side of the site which will work to keep the grades of the trails and sidewalks accessible. For retaining walls more than four feet in height a fence on the top is required by building code. Staff is recommending a fence be installed on top of the retaining wall regardless of the final height because of the proximity of the nearby tennis and basketball courts.

Site Layout

The building and parking lot meet or exceed required setbacks of 30 feet and 15 feet to the right-of-way respectively. The proposed drive aisle through the parking lot meets the city minimum requirement of 24 feet. There is a small portion of unused right-of-way between the applicant's parcel and the city park parcel that was vacated in 2011.

Parking

City code requires medical office buildings to have one parking stall per 200 square feet of office space. The proposed development requires 70 parking stalls based on this requirement. The applicants are proposing 70 parking stalls, which includes eight handicap accessible stalls. The parking stalls will be 9.5 feet wide by 18 feet deep, which meets city code requirement for a medical office (low turnover) use. In addition to the 70 stalls for the medical building, four stalls are proposed to be exclusive for the park. These stalls will have signs indicating for park use only. The current park parking lot has 10 stalls but the city's parks department staff is comfortable with having four stalls exclusively assigned to the park because of the amount of street parking nearby and the ability for park goers to use other parking spaces at the medical building during non-business hours. The official shared parking agreement between the city and Mr. Regan will be memorialized through an easement agreement.

Landscaping

The landscape plan shows 25 trees, including 13 overstory deciduous trees, and various shrubs. The plan reflects trees being planted every 30 feet along Beam Avenue, which was a requirement of the 2011 approval. The plan also calls out underground irrigation for all landscaping as required by code. Staff is comfortable with the layout and design of the internal site landscaping.

Lighting

City code requires the submittal of a lighting and photometrics plan which ensures all freestanding lights maintain a height of 25 feet or less and that the maximum foot candles of illumination at all property lines does not exceed .4-foot-candles. The submitted photometrics plan shows the applicant exceed the .4-foot-candles code requirement. The applicant shall resubmit a plan that meets code requirements.

Trash Handling

The applicant has indicated all trash facilities will be located within the building. If at any time trash facilities are located outside of the building it will need to be located within an enclosed structure which must be approved by the city.

Building Elevations

The exterior of the building will be constructed with face brick, EIFS and clear anodized aluminum windows. The building elevations also propose a 18'8"-foot-high entryway with precast architectural panels. Staff finds the proposed buildings elevations to be an attractive design.

Department Comments

Fire Department: Butch Gervais, fire marshal, reviewed the development proposal and has the following comments: Must comply with all fire codes, installing fire protection, system monitoring and notification inside the building. Fire department key box order form provided by Fire Marshal.

Engineering Department: Jon Jarosch, staff engineer, has reviewed this project. Mr. Jarosch's comments and requirements are attached to this report.

Commission Actions

Community Design Review Board

On May 27, 2015 the community design review board recommended approval of the site and design plans for the medical office building. The CDRB did show general support for the collaboration between Mr. Regan and the city for use of the parking lot.

Parks and Recreation Commission

The parks and recreations commission considered the proposed reciprocal easement agreement at its May 20, 2015 meeting and recommended approval.

Recommendations

1. Approve the site and design plans, date-stamped May 13, 2015, for the medical office building to be located northeast of the Beam and White Bear avenues intersection, east of the Walgreens. Approval is subject to the applicant doing the following:
 - a. Repeat this review in two years if the city has not issued a building permit for this project.
 - b. Prior to issuance of a grading or building permit, the applicant must submit to staff for approval the following items:
 - 1) Revised grading/landscaping/drainage/utility plans which comply with all city engineering department requirements as specified in the May 20, 2015 engineering report.
 - 2) Revised photometric plan meeting code requirements.
 - 3) Any needed watershed district approval.
 - 4) A cash escrow or an irrevocable letter of credit for all required exterior improvements. The amount shall be 150 percent of the cost of the work.
 - 5) Submit to community development staff, an approved easement agreement between the applicant and the city outlining the use and maintenance of city park land and the shared parking lot.
 - 6) The 2011 city council approved vacation of the unused right-of-way between the applicant's parcel and the city park parcel must be recorded with Ramsey County.
 - 7) Revise the site plan to extend the sidewalk to access the road and explore the potential of cross stripping for pedestrian access to Walgreens, subject to staff approval.
 - c. The applicant shall complete the following before occupying the building:
 - 1) Replace any property irons removed because of this construction.
 - 2) Provide continuous concrete curb and gutter around the parking lot and driveways.
 - 3) Install all required landscaping and underground irrigation.

- 4) Screen or paint the rooftop mechanical equipment to match the building color. All rooftop equipment shall be screen from the residential properties to the north and south.
 - 5) Install all required outdoor lighting.
 - 6) Install fencing along any retaining walls built as part of this project, subject to staff approval.
- d. If any required work is not done, the city may allow temporary occupancy if:
- 1) The city determines that the work is not essential to the public health, safety or welfare.
 - 2) The above-required letter of credit or cash escrow is held by the City of Maplewood for all required exterior improvements. The owner or contractor shall complete any unfinished exterior improvements by June 1 if occupancy of the building is in the fall or winter, or within six weeks of occupancy of the building if occupancy is in the spring or summer.
- e. All work shall follow the approved plans. The director of community development may approve minor changes.
2. Authorize the City Manager to enter into a Reciprocal Easement Agreement with Launch Properties at Maplewood Heights Park for the use of 7,500 square feet of park land for a shared parking lot. Approval is subject to the applicant doing the following:
- a. The City will receive a full PAC contribution from the project.
 - b. The City will receive site improvements related to the parking area trail and parking lot.
 - c. Four exclusive use spots for park patrons, to be indicated by a permanent sign.
 - d. Trail relocation, as agreed upon with parks department staff.
 - e. Improvements made by the developer to city parks, not to exceed \$20,000, this can also be paid as an additional PAC fee.
 - f. Developer agrees to provide year round maintenance of the proposed parking lot and allow the City access to all of the additional parking stalls.

Reference Information**Site Description**

Site size: 1.23 Acres
Existing Use: Vacant Land

Surrounding Uses

North: Maplewood Heights Park
South: Beam Avenue and Premier Bank across the street (Zoned LBC)
East: Maplewood Heights Park
West: Walgreens (Zoned BC)

Planning

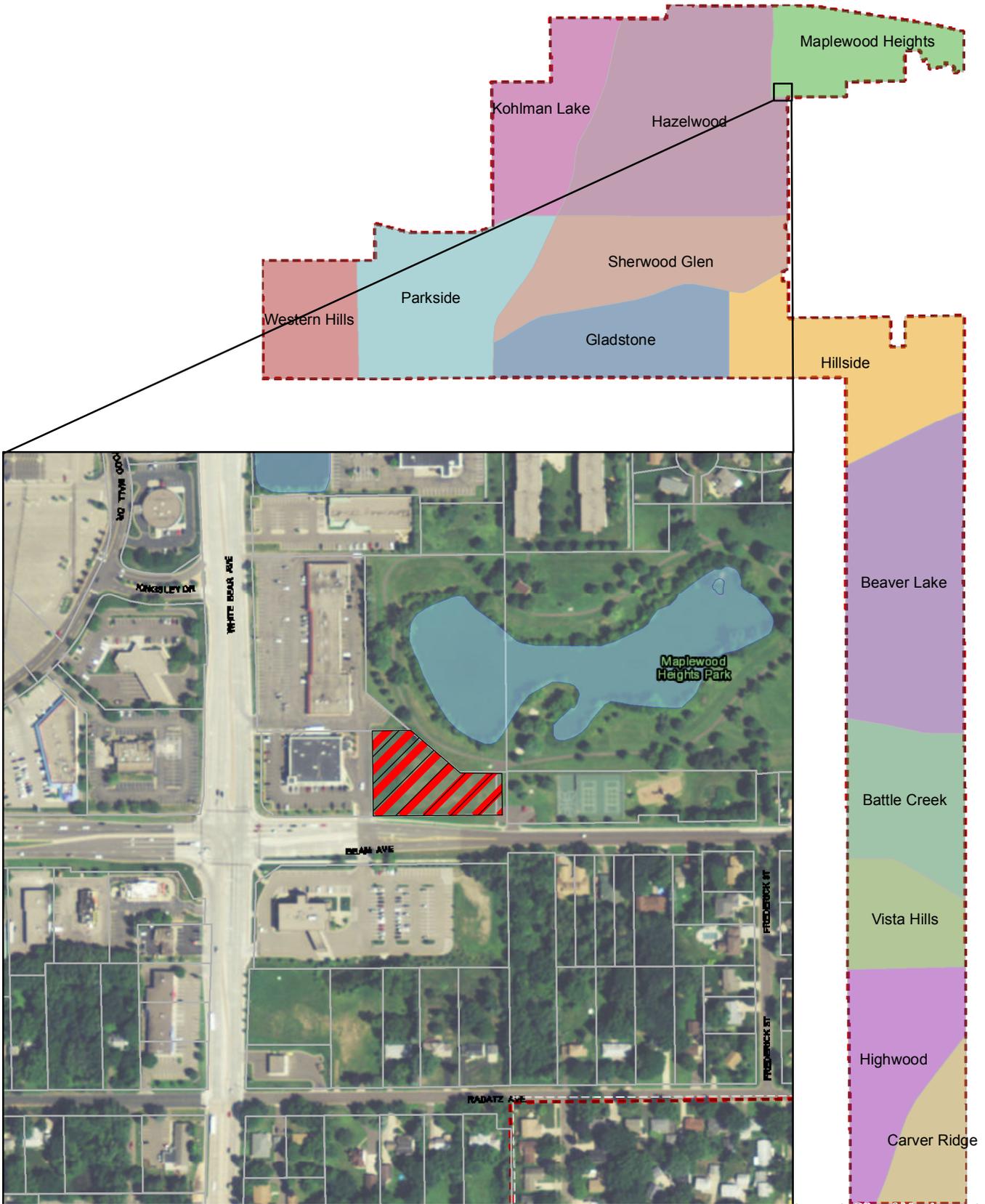
Future Land Use Commercial (C)
Zoning: Limited Business Commercial (LBC)

Application Date

The application for this request was considered complete on May 13, 2015. State law requires that the city decide on these applications within 60 days. The deadline for city council action on this proposal is July 12, 2015.

Attachments

1. Location Map
2. Land Use Map
3. Zoning Map
4. Applicants' Development Statement
5. Site Plan
6. Building Elevations
7. Engineering Plan Review, Dated May 19, 2015
8. City Council Minutes, September 26, 2011
9. Plans date-stamped May 13, 2015 (separate attachment)



2001 Beam Avenue - Medical Office Building

Design Review - Overview Map



2001 Beam Avenue - Medical Office Building

Design Review - Land Use Map

Legend

- Low Density Residential
- High Density Residential
- Commercial
- Park



2001 Beam Avenue - Medical Office Building

Design Review - Zoning Map

Legend

- | | | | |
|---|--------------------------------|---|------------------------------------|
|  | Open Space/Park |  | Limited Business Commercial (lbc) |
|  | Single Dwelling (r1) |  | Business Commercial Modified (bcm) |
|  | Double Dwelling (r2) |  | Business Commercial (bc) |
|  | Planned Unit Development (pud) | | |

Maplewood Heights Medical Office Building – Launch Properties

Introduction:

We are submitting an application to accommodate the construction of a new 14,000 one-story child psychiatric care out-patient facility for PrairieCare along Beam Avenue in Maplewood, MN.

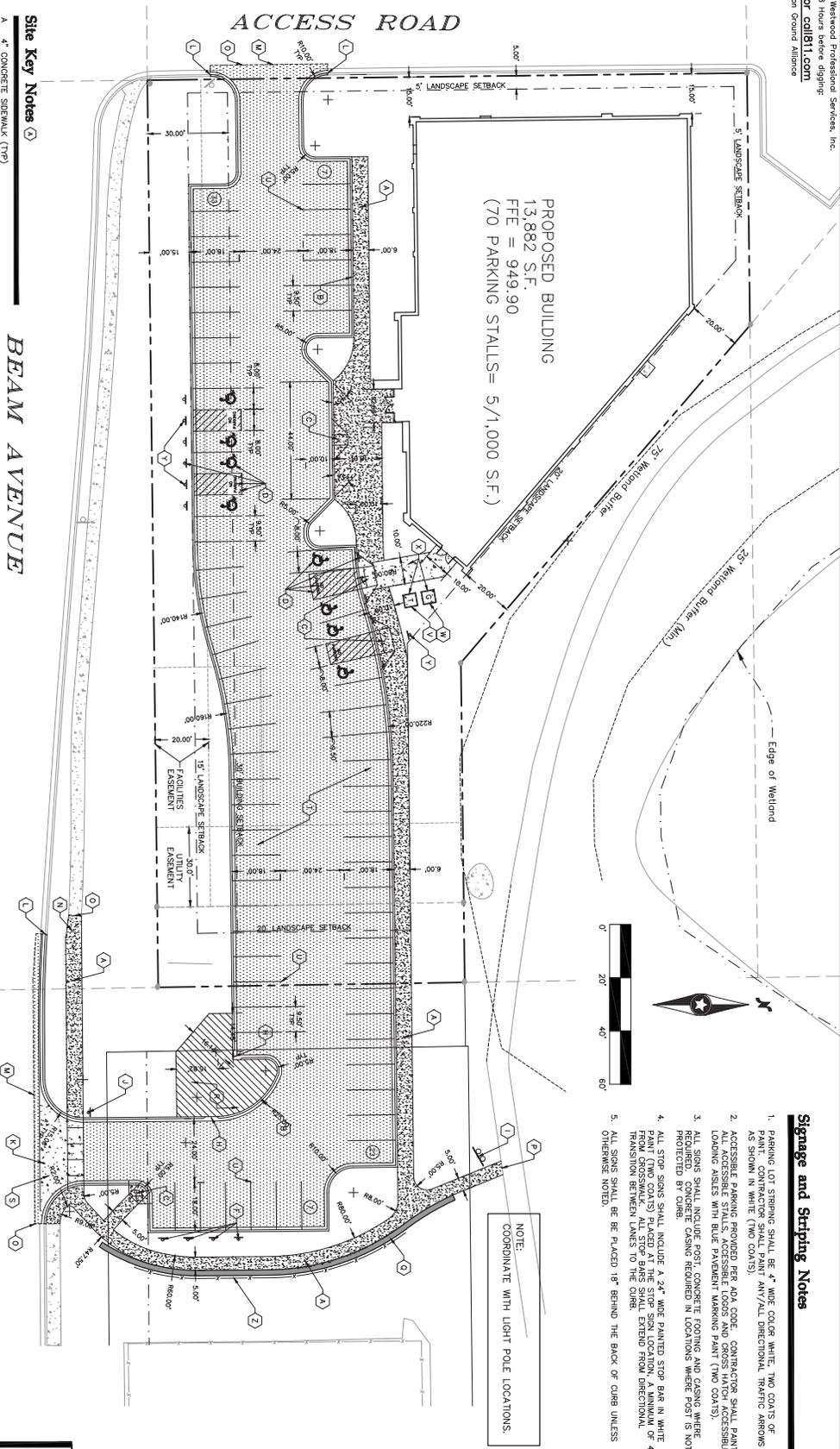
Site layout/Parking:

The building is located at the corner of Beam Avenue and the adjacent frontage road for Walgreens. The entrance faces Beam Avenue with access into and out on the southeast and southwest corners of the site. A transformer and emergency generator are located on the site at the east side of the site.

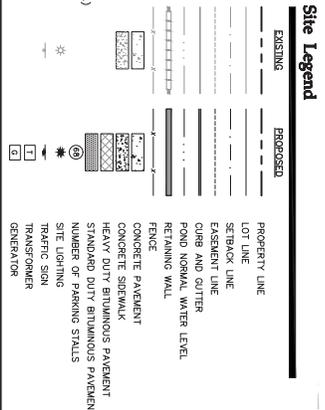
The parking lot will provides 70 spaces, with 4 spaces also or use by the adjacent park. There is a non-covered curb cut drop off area at the main entrance for patient drop off.

Building Materials:

All four sides of the buildings will be a combination of brick, metal panel, EFIS and glazing. The building will have one main entrance for both staff and patients, with a patient drop off area at this entrance. There is a metal canopy at the main entrance. Trash dumpsters are housed within the building in an internal trash room. Please see attached elevations and building rendering.



- Site Key Notes**
- A 4" CONCRETE STOPWALK (TYP)
 - B 4" CONCRETE STOP BAR (TYP)
 - C PEDESTRIAN CURB RAMP
 - E ACCESSIBLE PARKING LOOPS, STRIPING, & SIGNAGE (TYP)
 - F PARK PARKING ONLY SIGN, (DEDICATED) (PROVIDED BY CITY)
 - H CURB CUT
 - I INSTALL SAWED SON SIGN
 - J CONCRETE SAWED CUTTER
 - K MANTO EXISTING CURB & GUTTER
 - L MANTO EXISTING PAVEMENT
 - M MANTO EXISTING CONCRETE (WALK OR DRIVE)
 - N SAWCUT (TYP)
 - O CONCRETE FLASH WITH PAVEMENT
 - P RESIN/BUILD BY OTHERS
 - Q TREE INSTALLATION AREA, SEE LANDSCAPE DETAIL SHEET L2
 - R COMMERCIAL DRIVEWAY, SEE CITY DETAILS
 - S STANDARD DUTY BITUMINOUS PAVEMENT (TYP)
 - T 4" WHITE PARKING LOT STRIPING, TWO COATS OF PAINT (TYP)
 - U TRANSFORMER
 - V 4" CONCRETE PAVEMENT
 - X "NO PARKING, ACCESS ASST." SIGN
 - Z FENCE AT MODULAR BLOCK WALL/ORNAMENTAL FENCE



- General Site Notes**
- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY RLK INC., MINNETONKA, MINNESOTA.
 - LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
 - REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS, UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOORS.
 - ALL CURB EDGE ARE SHALL BE 5.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
 - ALL CURB AND GUTTER SHALL BE 8812 UNLESS OTHERWISE NOTED.

- Signage and Striping Notes**
- PARKING LOT STRIPING SHALL BE 4" WIDE COLOR WHITE. TWO COATS OF PAINT SHALL BE APPLIED IN ALL DIRECTIONAL TRAFFIC DIRECTIONS AS SHOWN IN WHITE (TWO COATS).
 - ACCESSIBLE PARKING PROVIDED PER ADA CODE. CONTRACTOR SHALL PAINT ALL ACCESSIBLE STALLS, ACCESSIBLE LOOPS AND CROSS HATCH ACCESSIBLE LOADING ASSETS WITH BLUE PAVEMENT MARKING PAINT (TWO COATS).
 - ALL SIGNS SHALL INCLUDE POST, CONCRETE FOOTING AND CASING WHERE REQUIRED. CONCRETE CASING REQUIRED IN LOCATIONS WHERE POST IS NOT PROTECTED BY CURB.
 - ALL STOP SIGNS SHALL INCLUDE A 24" WIDE PAINTED STOP BAR IN WHITE (TWO COATS) AND A 24" WIDE PAINTED STOP SIGN (TWO COATS) OR 4" FROM CROSSWALK. ALL STOP BARS SHALL EXTEND FROM DIRECTIONAL TRANSITION BETWEEN LANES TO THE CURB.
 - ALL SIGNS SHALL BE PLACED 18" BEHIND THE BACK OF CURB UNLESS OTHERWISE NOTED.

Maplewood, Minnesota

**PrairieCare
Maplewood**

Site Plan

Date: 05/06/15
 Scale: C5 or 12

201 Beam
 Land, LLC

2019 Highway 36 W, Suite 200
 Minnetonka, MN 55313

NOT FOR CONSTRUCTION

Contractor: A. B. B. & S. S. Inc.
 Date: 05/07/15 License No. 43093

Westwood

Westwood Professional Services, Inc.
 3700 Argonne Drive
 Eden Prairie, MN 55344
 Phone: (952) 932-5100
 Fax: (952) 932-5100
 Toll Free: (888) 932-4100
 www.westwood.com

Packet Page Number 187 of 218



FRONT ENTRY

PrairieCare Maplewood

MAPLEWOOD, MN
5-4-15 | COMM#41751-15057



Engineering Plan Review

PROJECT: PrairieCare Medical Office Building
PROJECT NO: 15-08

COMMENTS BY: Jon Jarosch, P.E. – Staff Engineer

DATE: 5-19-2015

PLAN SET: Engineering plans dated 5-5-2015

REPORTS: Storm Water Management Report – Dated 5-4-2015

The applicant is proposing a new medical office building on the currently vacant property at 2001 Beam Avenue. The applicant is requesting a review of the current design.

As the amount of disturbance on this site is greater than 0.5 acre, the applicant is required to meet the City's stormwater quality, rate control, and other stormwater management requirements. The submitted stormwater management plan depicts the project meeting the City's requirements as it pertains to infiltration and rate control.

This review does not constitute a final review of the plans, as the applicant will need to submit construction documents for final review. The following are engineering review comments on the design and act as conditions prior to issuing permits.

Drainage and Stormwater Management

- 1) The project shall be submitted to the Ramsey-Washington Metro Watershed District (RWMWD) for review. All conditions of RWMWD shall be met.
- 2) The applicant is proposing the use of infiltration to meet water quality requirements. As such, the applicant shall submit copies of geotechnical information (soil borings, infiltrations tests, etc.) to support the infiltration rates shown in the hydraulic calculations.
- 3) The infiltration rate utilized for the underground infiltration system in the storm-water management report is 0.05 inches per hour and is inadequate to meet the 48-hour drawdown requirement. The applicant shall verify that the infiltration rate utilized is correct. It may be necessary to adjust the design to ensure draw down within a 48 hour timeframe. It should be noted that the maximum depth allowed for infiltration practices is 2-feet.
- 4) The applicant shall provide storm sewer pipe sizing details for all onsite storm sewer.

- 5) There are a number of storm sewer pipes shown on the plans to have a slope of 0.3%. City standards require a minimum slope of 0.5%. These pipes shall be revised to meet this requirement.
- 6) Emergency overland overflows shall be identified on the plans for the low-point in the parking-lot. Similarly, the high-water level (HWL) and normal water level (NWL) shall be noted on the plans for the underground infiltration system.
- 7) If the underground infiltration system does not contain an integrated pre-treatment system, a sump-manhole or other pre-treatment device shall be installed immediately upstream of the system.
- 8) A 12" storm sewer stub is currently shown near the building entrance. The applicant shall detail what the intended purpose is for this stub.
- 9) The applicant shall provide computations showing the proposed cut and fill within the 100-year HWL of the adjacent pond to ensure no detrimental impact will occur as a result.

Grading and Erosion Control

- 10) All slopes shall be 3H:1V or flatter.
- 11) The proposed infiltration areas shall be protected from sedimentation throughout construction.
- 12) Inlet protection devices shall be installed on all existing and proposed onsite storm sewer until all exposed soils onsite are stabilized. Additionally, storm sewer inlets along adjacent City and private roads shall be protected throughout construction.
- 13) Adjacent streets shall be swept as needed to keep the pavement clear of sediment and construction debris.
- 14) All pedestrian facilities shall be ADA compliant. This includes the proposed pedestrian ramp and walkway on the Park property at the east end of the project.
- 15) A copy of the project SWPPP and NDPEs Permit shall be submitted prior to the issuance of a grading permit.
- 16) Stabilized construction entrances shall be placed at all entry/exit points to the site, including the access off of Beam Avenue.
- 17) The total grading volume (cut/fill) shall be noted on the plans.

- 18) All emergency overland overflows shall contain adequate stabilization to prevent soils from eroding during large storm events.
- 19) The proposed retaining wall at the east end of the project will require an engineered design as well as a building permit.
- 20) The landscaping plan depicts a planting bed within the emergency overflow area on the north side of the development. Likewise, this planting bed is proposed to be placed on top of an existing storm-sewer pipe. The plan shall be revised to ensure the emergency overflow elevation is not compromised and that plants do not block the emergency overflow path. Please note that planting within the storm-sewer easement is done at the applicants risk. Should future storm-sewer work within the easement be necessary, plants in this area could likely be damaged or destroyed.
- 21) Adequate scour protection shall be provided at all curb-cuts that allow runoff to enter the proposed raingarden. It is advised that this scour protection be extended to the bottom of the garden to minimize erosion and future maintenance issues.
- 22) The raingarden detail depicts a 36" depth of engineered soil containing 70% sand and 30% compost. There is some concern that plants will find it difficult to establish in this depth of engineered soil. The applicant should consider reducing this soil depth to ensure plant roots can reach the underlying soils.
- 23) Rain Garden Plantings.
 - a. A large portion of the infiltration basin has no plants. Please indicate what plant material will in the bottom of the basin.
 - b. Two species on the rain garden slope (lilac and juniper), don't handle standing water so will probably not do well on the bottom of the slope. You may want to consider a more water tolerant species for the row of plants along the bottom of the rain garden slope.
- 24) Plant selection. Please substitute another shrub for the barberry. Barberry is beginning to become invasive in our area.

Sanitary Sewer and Water Service

- 25) Sanitary sewer service piping shall be schedule 40 PVC or SDR 35.
- 26) The proposed water service modifications are subject to the review and conditions of Saint Paul Regional Water Services (SPRWS). The applicant shall submit plans and specifications to SPRWS for review and meet all requirements they may have prior to the issuance of a grading permit by the City.

- 27) The applicant shall provide fixture unit computations verifying that the sewer service is adequate for the proposed building.
- 28) The applicant shall be responsible for paying any SAC, WAC, or PAC charges related to the improvements proposed with this project.

Other

- 29) The plans shall be signed by a professional engineer currently licensed in the State of Minnesota.
- 30) The applicant shall ensure the site is navigable and accessible by emergency service vehicles.
- 31) A right-of way permit shall be submitted for any work within the public right-of-way.
- 32) The Owner shall sign a maintenance agreement, prepared by the City, for all storm water treatment devices (sumps, storm sewer, infiltration systems, ponds, etc.).
- 33) Perpetual easements and agreements are necessary to detail all improvements and usage of Maplewood Parks land. Similarly, a cross-access agreement is necessary to detail the use of the property at 2001 Beam Avenue by persons or vehicles accessing the park.
- 34) All improvements on Maplewood Park property shall be coordinated with the Maplewood Parks and Recreation department.
- 35) A temporary construction easement shall be obtained from the Parks and Recreation department prior to the start of any work on park property.
- 36) Please provide a truck-turning diagram at the eastern entrance for the largest truck expected to utilize this property.
- 37) The applicant shall provide a signed copy of the MPCA construction stormwater permit prior to the issuance of a grading permit.
- 38) The applicant shall provide a self-renewing letter of credit or cash escrow in the amount of 125% of the proposed site improvements including earthwork, grading, erosion control, site vegetation establishment, aggregate base, and paving.
- 39) The applicant shall satisfy the requirements of all other permitting agencies. Please provide copies of other required permits and approvals.

- END COMMENTS -

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

K. VISITOR PRESENTATIONS

1. Bob Zick, North St. Paul
2. Ralph E. Sletten, Maplewood
3. Mark Bradley, Sr., Maplewood
4. Elizabeth Sletten, Maplewood
5. Chris Greene, Maplewood
6. Diana Longrie, Maplewood
7. Willie Tennis, Tennis Sanitation
8. Rich Hirstein, Allied Waste Services
9. Pete Kubesh, Maplewood
10. Gene Wegleitner, Gene's Disposal

L. AWARD OF BIDS

1. **Award Construction Contract – Maplewood Mall Sidewalk Improvements, City Project 11-09**

Assistant City Manager Ahl gave the staff report and answered questions of the Council.

Councilmember Nephew moved to approve the Resolution for Receiving Bids and Award a Construction Contract for the Maplewood Mall Sidewalk Improvements, City Project 11-09.

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

M. ADMINISTRATIVE PRESENTATIONS

1. **Recommendation to Cancel Council Workshop on Monday October 3, 2011**

Assistant City Manager Ahl requested the City Council Workshop scheduled for Monday, October 3, 2011 be cancelled.

N. COUNCIL PRESENTATIONS

1. **Grand Reopening at the Maplewood Community Center**

Councilmember Juenemann announced the grand reopening at the Maplewood Community Center on Saturday, October 8, 2011.

O. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 9:55 p.m.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director

DATE: June 8, 2015

RE: Approval to Enter into Contract for Services with Susan Fronk for Business Engagement Plan and Outreach Activities

Introduction

One of City Council's 2015 goals is to foster economic development by making a concerted effort to define and develop a plan that will ensure new economic development in the City of Maplewood. The City of Maplewood and the Housing and Economic Development Commission (HEDC) are working together to maintain a city that is focused on future growth, as well as sustaining our existing investments and resources through business outreach initiatives.

The City has hosted two successful business engagement outreach events, the Latino Roundtable Event in September 2014 and the Multi-Cultural Networking Event in February 2015. To maintain successful business outreach, Staff is requesting approval from the City Council to enter into a Contract for Services with Susan Fronk, Turning Point Consulting Group, Inc., to continue reaching out to the business community in Maplewood and surrounding areas. The contract with Turning Point Consulting Group, Inc. began in April 2015 and will continue through December 2015 at the cost of \$36K. The monies to pay for this contract will come from the EDA Levy.

Background

At the May 13, 2015 Housing and Economic Development Commission (HEDC) meeting, Maplewood's business consultant, Susan Fronk, presented on how to attract businesses to Maplewood and how to keep them successful. The HEDC made a positive recommendation to the City Council to adopt the proposed plan with the events marketed on behalf of the City as opposed to a single department. The contract for services with Susan Fronk will be implemented through the goals and objectives of business and community engagement and through a series of events described below.

Goals and Objectives of Business and Community Engagement Plan Proposal

- To aid in the development and growth of new local businesses while fostering new employment opportunities and long term sustainable economic growth with existing businesses.
- To support the priorities/outcomes of the Housing and Economic Development Commission.
- To facilitate connections and opportunities between local businesses and emerging youth talent through leadership, engagement, inspiration and education.

- To bridge the “skills gap” between the local talent pool and the needs of the employers.
- To reinforce the City of Maplewood’s commitment to “targeted redevelopment”, business engagement and to support the success, growth, and profitability of local businesses.
- To create connections and inspire potential partnerships between the City of Maplewood and local business leaders from health care, technology and education entities.
- To inspire progress, innovation and investment in the future of the City of Maplewood.
- To recognize members of Maplewood’s Business Community from 2015 with awards for notable contributions and achievements in several key areas (new and emerging businesses, job growth, innovation, youth development, diversity, impact on environmental sustainability, etc.).
- To initiate communication with Maplewood businesses and leaders.

Series of Events

1. Senior Core of Retired Executives (SCORE) Workshop Series at the Maplewood Community Center (April 29 – June 3, 2015)
This workshop series is focused on entrepreneurs and individuals who want to start and/or grow a business.
2. Small Business Association (SBA) Workshops (May 7, May 14, and August – September TBD)
These workshops are for entrepreneurs and existing business owners who are looking for start-up capital or additional funding for growth and expansion and are interested in learning how to secure government contracts.
3. Process for Youth Pathways to Success Event at the Maplewood Community Center (June 9, 2015)
The event is aimed at increasing awareness in the community regarding the critical role youth play in the future workplace environment and to provide youth with an opportunity to reach out to various employers and educational stakeholders.
4. Small Business Success Workshop (June 23, 2015)
The workshop is for entrepreneurs and business owners who are serious about growing a profitable, successful business using critical strategies, tools and technologies for success.
5. Maplewood’s Business Environmental and Sustainability Forum (September 2015)
Details to be determined.
6. Maplewood Business Community Engagement Event (October 15, 2015)
This engagement event will involve select leaders and representatives from Maplewood businesses involved in health care, technology and education.
7. State of Maplewood Event (January, 2016, 11:00AM – 1:00PM) at the Maplewood Community Center

This event will include a luncheon, introductions, and comments from City Manager Coleman and a keynote speech will be delivered by Mayor Slawik.

8. Explore Additional Opportunities for Outreach Activities Working with HEDC and City Council
Details to be determined.

Budget Impact

The monies to pay for the Contract for Services with Susan Fronk for Business Engagement Plan and Outreach Activities will be allocated from the EDA Levy in the amount of \$36K.

Recommendation

Staff recommends that City Council authorize the City Manager to enter into a Contract for Services in the amount of \$36K with Susan Fronk for Business Engagement Plan and Outreach Activities.

Attachments

None

MEMORANDUM

TO: Melinda Coleman, City Manager

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

DATE: June 8, 2015

SUBJECT: Approval of Joy Park Shelter Public Art Project

Introduction

In 2015 with the adoption of the Parks System Master Plan it was identified by our stakeholders that the incorporation of Public Art in our parks was high priority recommendation. To accomplish this staff is working with an artist team for the completion of Joy Park. This project will be the city's first full scale public art project and will include a park shelter and a play environment.

Background

In early 2015 staff began working alongside Forecast Public who were our consultants on the Parks System Plan, to solicit local artists for the installation of a picnic shelter and play environment at Joy Park. The criteria for these artists were as follows:

The artist-designed play area and picnic shelter project criteria include:

- Welcoming, iconic, creative, playful, and memorable
- Conveys artistic excellence that celebrates the history and lands
- Accessible to children and adults of all ages and abilities
- Cape of the surrounding area, and has a broad, timeless appeal appropriate to the public setting
- Any use of playground equipment must meet all US Consumer Product Safety Commission requirements
- Durable, safe, weather resistant, and low maintenance

Discussion

The artist selection committee consisted of City staff and Parks and Recreation Commissioner Prom. A meeting was held in early April and ten qualified artists were reviewed. At this meeting, the committee narrowed the field from ten artists down to four. On May 13, 2015, the committee interviewed the final four artists. The group picked an artist team made up of three very qualified people and entered into a contract for \$3000 for the completion of a concept design for this project. The artist team is made up of:

Camille C. Calderaro MLA, ASLA, CPSI
Principal, Fireflies
www.firefliesplay.com

Bob Lunning
Lunning Wende Associates
www.lunningwende.com

Teresa M. Cox
Public Artist
www.teresacox.com

Staff feels this team brings a wide variety of experience and knowledge to this project. All members of this team have been involved with projects like this in the past and have already expressed some wonderful ideas for the area.

As mentioned, currently the contract with this team is for the concept design only. We anticipate completion of this concept in early July. Upon approval of the design concept, negotiations will begin for a construction contract with the team for the completion of the project. Completion of this project will happen in late fall of 2015.

It is important to note that everything we are doing as part of this project was identified in the Joy Park Master Plan. We will be hosting an additional public input session at the park on June 3 to better understand how the neighborhood uses the park. The artist team will factor all this information into their design.

Budget

This project will have a not to exceed budget of \$200,000 paid for out of the Park Development Fund. This project had originally been planned for 2013 at a cost of \$175,000 and was included in the 5 year CIP plan. The budget has since lapsed and the project costs have increased. Approval is needed to amend the budget for the Park Development Fund to include this project. Staff has met with the Valley Branch Watershed District and is confident that they will be a willing partner for the expansion of this project. In addition, Staff will be aggressively seeking additional funding sources.

Recommendation

Staff recommends the approval of the Joy Park Project and authorizes the City Manager to enter into a contract with the design team for construction and installation of the project with a budget not to exceed \$200,000 out of the Park Development Fund. The Finance Director is also authorized to establish a budget of \$200,000 in the Park Development Fund for this project.

Attachments

None

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Paul Schnell, Police Chief
DATE: June 1, 2015
SUBJECT: Approval of an Amendment to Discharge of Firearms Ordinance – First Reading

Introduction

City staff has received a request from the Minneapolis Rifle Club to amend the city's ordinance regarding the discharge of firearms within city limits to allow their club to train indoors during the winter months. The Minneapolis Rifle Club is a shooting club dedicated to developing high marksmanship skills, for adults and juniors for both NRA and International match shooting. Currently, city ordinance prohibits any person to shoot or discharge any gun, pistol or firearm of any kind – including air guns which are what the Minneapolis Rifle Club uses – within the city.

Discussion

Staff is bringing this request before the city council for its consideration. The Minneapolis Rifle Club would like to utilize the Local No. 10 Sheet Metal Workers building on Cope Avenue on a twice-a-week basis during weekday afternoons and evenings October through March. The zoning for this site permits "Organized athletic activities...that are conducted indoors."

If the council is interested in amending the city ordinance to allow the discharge of firearms for the purposes of organized athletic activities staff would recommend that the police chief be required to review and approve any requests made.

Sec. 24-173. - Discharge of firearms; possession or detonation of explosives or fireworks.

- (a) It shall be unlawful for any person to shoot or discharge any gun, revolver, pistol or firearm of any kind or description, including BB guns, pellet guns and airguns, spring guns, or air- or gas-propelled guns, including CO₂ guns, within the city, whether they are loaded with powder and ball, live ammunition or blank cartridges, or any kind of explosive or propellant capable of throwing or projecting any missile, including bullets, pellets, BBs, artillery shells, rockets or other missiles. Requests for exemptions from this restriction for the purpose of organized athletic events shall be made to the city's police chief who shall make the final decision. In order for requests to be considered, the zoning of the proposed site must permit organized athletic activities.

Recommendation

If the city council would like to move forward with this proposal, approve the first reading of the proposed amendment to Chapter 24, Article IV, Division 2 (Weapons and Explosives)

Attachments

1. Amendment of Ordinance Regulating the Discharge of Firearms
2. Request from Minneapolis Rifle Club

**AMENDMENT TO ORDINANCE
REGULATING DISCHARGE OF FIREARMS**

DIVISION 2. - WEAPONS AND EXPLOSIVES

Sec. 24-171. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Pistol* and *revolver* mean any firearm with a barrel less than 12 inches in length.

(Code 1982, § 20-71)

Cross reference— Definitions generally, § 1-2.

Sec. 24-172. - Exemptions from division.

This division shall not apply to police officers; members of the United States armed forces, the national guard and the reserve; or other authorized personnel when using firearms or other weapons in the regular course of performing their duties.

(Code 1982, § 20-72)

Sec. 24-173. - Discharge of firearms; possession or detonation of explosives or fireworks.

- (a) It shall be unlawful for any person to shoot or discharge any gun, revolver, pistol or firearm of any kind or description, including BB guns, pellet guns and airguns, spring guns, or air- or gas-propelled guns, including CO guns, within the city, whether they are loaded with powder and ball, live ammunition or blank cartridges, or any kind of explosive or propellant capable of throwing or projecting any missile, including bullets, pellets, BBs, artillery shells, rockets or other missiles. Requests for exemptions from this restriction for the purpose of organized athletic events shall be made to the city's police chief who shall make the final decision. In order for requests to be considered, the zoning of the proposed site must permit organized athletic activities.
- (b) It shall be unlawful for any person in the city to have in his possession or to shoot, discharge or explode any preparation of potash, mixture of sulphur and saltpeter, nitroglycerin, dynamite, plastic explosive, fireworks or any other kind of explosive material. All such acts are hereby prohibited, unless specifically authorized by permit issued by the department of public safety or by permit issued by the state department of conservation.

(Code 1982, § 20-73)

Sec. 24-174. - Prohibited weapons, prohibited acts.

- (a) It shall be unlawful for any person within the city to possess any device or weapon known as a slungshot, slingshot, sand club, metal knuckles, switchblade knife, dagger, stiletto, dirk, blackjack, chain club, pipe club, bowie knife, Molotov cocktail, grenade, throwing star, or similar device.

- (b) It shall be unlawful for any person within the city to carry or wear concealed about his person any pistol, BB gun, airgun or CO gun.

(Code 1982, § 20-75)

Sec. 24-175. - Confiscation and disposition.

- (a) Any weapons or explosive materials duly adjudged by a court of competent jurisdiction to have been discharged, worn or carried in the city in violation of any ordinance, law, rule or regulation shall be confiscated by the city. Such weapons or explosive materials shall be turned over to the police chief to be kept, sold or disposed of in the manner provided in this section.
- (b) Any weapons or materials confiscated pursuant to this section may be kept and used by the department of public safety if the weapons or materials are adaptable to police purposes. Such weapons and materials which would be dangerous to reintroduce into channels of private sale or use may, in the discretion of the police chief, be destroyed. Such weapons or materials which may be safely placed into the hands of private owners may be sold by the police chief at public auction in a sealed bid sale pursuant to at least two weeks' published notice of such sale.

(Code 1982, § 20-76)

Sec. 24-176. - Bows and arrows.

- (a) A bow and arrow, for purposes of this section, is hereby defined as a bowed shaft of material such as metal, wood or plastic, the ends of which are pulled into bow formation by a string, cord, wire or any other type of material and used for the purpose of propelling an arrow by means of the power developed in pulling the string against the tension of the bow, provided that such bow is rated at more than ten pounds pull, and further provided that the arrow used is pointed or is equipped with a pointed head of metal, plastic or other material capable of penetrating an object when propelled by the bow.
- (b) Every person in the city who shall aim any bow and arrow, as defined in this section, at or toward any human being, or who shall willfully discharge an arrow from a bow in any public place or in any place where there is any person to be endangered, although no injury actually results, shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-15. The city's deer (wildlife) management plan shall be exempt from this subsection.
- (c) No minor in the city under the age of 14 years shall handle or have in his possession or under his control, except while accompanied by or under the immediate charge of his parent or guardian, any bow and arrow as defined in this section for hunting or target practice or any other purpose. Every person violating any this subsection or aiding or knowingly permitting any such minor to violate this subsection shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-15.

(Code 1982, § 20-77; Ord. No. 806A, § 20-77, 1-10-2000)

Secs. 24-177—24-205. - Reserved.

Michael Martin

From: m marzitelli [mmarzitelli@hotmail.com]
Sent: Monday, December 15, 2014 12:11 PM
To: Michael Martin
Cc: mmarzitelli@hotmail.com; Steve Studt; Erhard Bruderer; Tom O'Donnell; Joel Peabody
Subject: Request to the City of Maplewood for permission to shoot Airguns indoors from the Minneapolis Rifle Club

Dear Mr. Martin

Below is our request to have the City of Maplewood consider our shooting Airguns at the Local #10 Union Hall on Cope Avenue. The range finding committee of the Minneapolis Rifle Club who will be more than happy to work with you and respond to any questions or concerns you may have are myself, Michael Marzitelli, Steven Studt, Erhard Bruderer, Tom O'Donnell, and Joel Peabody. Their addresses will be found in the CC section of this email. You may also contact me by phone at 651 489 9164.

Thank You

Who we are:

The Minneapolis Rifle Club was founded in 1915.

The Minneapolis Rifle Club is a shooting club dedicated to developing high marksmanship skills, for adults and juniors for both NRA and International match shooting.

Minneapolis Rifle Club activities include:

10 meter air rifle

10 meter air pistol

50 yard, 50 meter and 100 yard smallbore rifle

50 meter free pistol

200 and 300 yard hi-power

300 meter hi-power with electronic targets.

Several Minneapolis Rifle Club members have earned college scholarships, participated in the Olympics, Shot and Coached on US shooting teams and other world class shooting championships.

What we desire:

We are looking for an indoor training site for our air gun activities during the winter. We normally shoot outdoors at our range in St. Francis but currently have a need for an indoor facility to continue our air gun training. We have a roster of approximately 20 competitive International airgun athletes who train during the winter season. These include Junior's as well, both male and female, who compete at the Colorado Springs Junior Olympics held at the Olympic Training Center .

The Local #10 Sheet Metal Workers have offered us their hall at Cope Avenue on a twice a week basis on weekday afternoon and evenings during the October through March season. We need assurance however that such activity is permissible under the Maplewood City ordinances.

What we would do:

Our training consists of practise training matches. All shooting activity is highly regulated with range officers present, insured, safe, and non toxic. The equipment used are not firearms but air guns which propel .177 pellets, a sort of a lead flat nosed pellet. The noise is moderate and not perceptible from outside the hall. All shooting is done at 34 feet into pellet traps which contain the used pellets. The traps are portable and easily stored. This training will not be open to the public but to proven international competition shooters only.

MEMORANDUM

TO: City Council

FROM: Melinda Coleman, City Manager and H. Alan Kantrud, City Attorney,

DATE: June 2, 2015

SUBJECT: Approval of Resolution Establishing a Solicitation Policy

INTRODUCTION and BACKGROUND

The City of Maplewood, as all cities can, and Maplewood does, authorizes the acceptance of gifts to the City pursuant to State Law. However, the City does not specifically authorize, and thus does not have a policy regarding, the solicitation of gifts. This was the subject of a workshop on May 26, 2015 and staff is bringing the policy back for formal approval.

DISCUSSION

The City has the ability to accept gifts and contributions pursuant to state law. Minnesota Statutes section 465.03 authorizes the acceptance of gifts and contributions to governmental entities and puts various procedural requirements on their acceptance. While not specifically authorized, the ability to solicit those gifts and contributions is implied.

The attached Policy is intended to encourage and allow the City (specifically certain members thereof) to approach potential donors with the clear intention that, as emissaries of the City, they seek to solicit and collect funds for clearly identified and publicly beneficial projects or programs that otherwise may be available to support, but are not readily apparent, to those potential donors.

Department Heads are also authorized in this Policy to be included in those limited number of individuals beyond the elected officials who will be able to encourage civic giving. Departments themselves may engage civic entities/businesses but only through their Department Heads and only with clear authority from the City Manager. No direct solicitation by staff is allowed through this Policy.

Solicitations and their corresponding gifts are prohibited in any situation where undue influence may be perceived. Similarly, there can be no requirements placed on gifts where some sort of support or patronage is anticipated or expected and gifts can absolutely not be made to entice political support either directly or on behalf of a project or policy that the giver supports. Gifts generally may not be made by entities with issues pending before the City Council or whose support is required there-from.

A distinction is made with respect to businesses and entities that wish to support civic functions and activities regardless of their status, assuming they are not currently, actively, seeking

approval of the Council for any reason. In many cases those are the very core of good public-private partnerships: local business and local government, working together. While those businesses are technically licensed by and subject to the City's authority, they are business community members supporting local events first and foremost.

This Policy is intended to preclude transactions with entities where the perception of undue influence would be hard to ignore, e.g., when a developer is solicited for, and does give a large gift to the City, while a vote of the City to approve a development of theirs is pending.

Staff supports this Policy, not as a general fund revenue-enhancement mechanism, but as a way to encourage targeted, program-specific giving. Many supporters exist, and want to do what they can, and this policy will give cover for the City to seek them out, identify the programs that they can support, and allow the City to garner it. Many potential beneficiaries are not aware of the fact that gifts to cities are tax-deductible and allowing solicitation will encourage year-end giving and coordinated giving, as well.

RECOMMENDATION

Staff asks that the Council approve this resolution establishing a solicitation policy.

Attachments:

1. Resolution
2. Solicitation Policy

RESOLUTION ESTABLISHING A SOLICITATION POLICY

WHEREAS, Section 465.03 of Minnesota Statutes states:

“Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”

and

WHEREAS, the state law requires the City Council to formally accept a gift of cash or tangible property before it may be accepted, expended, and used by a city department, board, commission, official, or employee; and

WHEREAS, the City Manager and City Attorney were charged to analyze solicitation practices and recommend options; and

WHEREAS, the City Manager and City Attorney now recommend this policy to permit solicitation for city purposes if pre-approved by the City Council and conducted pursuant to a City Council approved solicitation policy; and

WHEREAS, gifts to the City are beneficial because they promote or assist public programs and projects and reduce the need for expenditure of general public funds; and

WHEREAS, despite the public benefits, gifts solicited or offered to the City must be scrutinized to assure that they do not raise conflict of interest problems, special treatment concerns, or other ethical issues and;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the attached Exhibit A as the City's policy for the solicitation and receipt of gifts to the City; and

BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2015; and

BE IT FINALLY RESOLVED that the City Clerk is directed to transmit certified copies of this Resolution to every elected or appointed local official and department head.

EXHIBIT A
POLICY ON
SOLICITATION AND ACCEPTANCE
OF GIFTS ON BEHALF OF THE CITY FOR CITY PURPOSES

Part 1. SOLICITATION OF GIFTS ON BEHALF OF THE CITY FOR CITY PURPOSES

a. General Conditions

1. A Council Member, or appointed local official shall not solicit any gift to the City under circumstances that in fact or in appearance:
 - (a) Rewards, influences, or tends to impair the judgment of any elected local official, or appointed local official in the performance of the official's official duties; or
 - (b) Provides special consideration, treatment, advantage, privilege, or exemption for, or coerces, a potential donor.
2. Officials with enforcement powers, such as inspectors, regulators, police and prosecutors, excluding the Chief of Police and Fire Chief and Department Heads, should not solicit gifts from any source;
3. Officials with direct discretionary authority over any permit or application should not solicit gifts from any source.
4. No gift from an anonymous donor shall be solicited under any circumstance. Unsolicited anonymous gifts may be accepted pursuant to Minn. Stat. § 456.03.
5. No gift shall be solicited from a lobbyist or principal as defined in Minnesota Statutes, § 10A.01 Subd. 21 and 33.
6. No gift shall be solicited from an interested person. For purposes of this Policy, interested person shall have the meaning given by Minnesota Statutes, § 471.895 Subd. 1(c) supplemented by the following:
 - (a) Current City vendors and contractors;
 - (b) Vendors, contractors, entities or individuals who have had contracts or submitted proposals or bids within the last 12 months;

- (c) Vendors, contractors, entities or individuals reasonably anticipated to have business with the City within the next 3 months.
- (d) Persons or entities actively promoting or opposing active, pending, City legislation.
- (e) Persons or entities with matters pending before the City Council, or one of its Departments, Boards or Commissions.
- (f) This section shall not apply to the solicitation of support, gifts, prizes or discounted services obtained from vendors, licensees or businesses that are given in furtherance of any civic celebration or initiative for which the Council accepts pursuant to State Law and for which no requirements of use or expenditure is attached, implied or required (unless specifically intended for a specific program) and otherwise complies with the limitations imposed generally to gifts in this section.

- 7. No gift shall be solicited if its intended use is inconsistent with or otherwise seeks to circumvent laws, regulations or policies of the City, County or State.
- 8. No gift shall be solicited if such gift reasonably may be viewed as funding for political activities.
- 9. No gift shall be solicited that will impose an onerous requirement for its acceptance, maintenance, or eventual disposition by the city, including but not limited to the approval of land-use, development or redevelopment projects unless such gift is intended to enhance public spaces associated therewith.
- 10. Requests to the general public, rather than selected individuals or businesses, are recommended to be made in writing and contain a statement that government action regarding the donor will not be affected by whether or not a contribution is made.

b. Solicitation by Departments or their designee

- 1. When a Department desires to solicit gifts, the head of the Department shall submit a completed Request to Solicit Gifts form (Form A) to the City Manager. The Department shall not engage in any solicitation effort until the Request to Solicit Gifts form (Form A) is approved by the City Manager.

Once approved or denied, the Request to Solicit Gifts form (Form A) shall be filed by the City Manager with the City Clerk with a copy to the Department. All gifts received pursuant to the approved solicitation may be accepted pursuant to the Gifts to the City Policy and approved by the City Council pursuant to Minn. Stat. 465.03.

2. When a Department desires to solicit gifts valued at more than \$20,000.00 such solicitation must not occur until a resolution, approving the solicitation and naming the Department Head as designee of the City Council, has been approved by a two-thirds vote of the City Council.
3. All appointed local officials soliciting gifts for the City shall submit a Quarterly Solicitation Report (Form B) to the City Clerk with copies to the City Manager. Quarterly Solicitation Reports are due 10 calendar days after the end of the quarter.

c. Solicitation by Elected Local Officials.

1. Solicitations by the Mayor or designee or an individual City Council member or designee of an individual City Council member or the City Council as a whole or designee of the City Council shall comply with General Conditions, Part 1(a).
2. All elected officials or their designees soliciting gifts for the City shall submit a Quarterly Solicitation Report (Form B) to the City Clerk with copies to the City Manager. Quarterly Solicitation Reports are due 10 calendar days after the end of the quarter.

- d. Application.** These provisions shall apply except where more restrictive statutes, ordinances, rules, or administrative policies are in effect.

Part 2. ACCEPTANCE OR REJECTION OF GIFTS TO THE CITY

a. General requirements

1. *Restrictions on acceptance.* An elected local official or appointed local official shall not accept or receive any gift to the city under circumstances that in fact or in appearance:
 - (a) Rewards, influences, or tends to impair the judgment of any elected local official, appointed local official or employee in the performance of the official's or employee's official duties; or
 - (b) Provides special consideration, treatment, advantage, privilege, or exemption for or coerces a potential donor.

- (c) Is unrelated to the responsibilities and authorized functions of City government.
- (d) Is made by a donor who has made contributions to the City on such a frequent basis as to create an appearance of impropriety. No donor shall make contributions that nonetheless adhere to this policy that exceed 3 contributions in a calendar year.

Consideration of these requirements will be presented to the entire City Council by the City Manager with their recommendations and acceptance shall include a finding that none of the circumstances above exist and pursuant to Minn. Stat. 465.03.

2. *Notification of prospective donor.* Upon notification of a prospective gift, an elected local official, or appointed local official shall immediately notify the prospective donor in writing that the gift is subject to acceptance by the City Council; that the gift will not result in any favored treatment for the donor in pending or future procurement decisions; that a gift will not state or imply the endorsement of the City of any product, service or entity, except that this requirement shall not apply if the donor is anonymous and the anonymous gift is permitted to be accepted under this Policy. (See sample Donor Notification Letter – Form C)
3. *Endorsement prohibited.* Acceptance of a gift must not state or imply the endorsement of the City of any product, service or entity.
4. *Gifts Not Approved.* No gift shall be taken into custody by a City employee, local official or elected official if a resolution to accept the gift is not adopted by a two-thirds vote of the City Council, pursuant to Minn.Stat. § 465.03.
5. *Use of Gift.* Use of a gift must be accounted for through record keeping and is subject to the restriction in this Policy. The City Clerk shall ensure that gifts and contributions to the City are utilized pursuant to any legal restrictions imposed by donor and shall report to the City Council annually as to their disposition.

b. Acceptance of Gifts

Acceptance by Council of gifts to the City shall be pursuant to the Gifts to the City Policy, using the Gift Acceptance Form (Form D).

REQUEST TO SOLICIT (FORM A)

Project for which gifts will be solicited: _____

Background information on project: _____

Amount of money to be raised: _____

In-kind donations sought: _____

How the gifts will be used to aid or facilitate the project or otherwise carry out the department's responsibilities, functions or activities: _____

Staff conducting the solicitations: _____

Entities or persons sought to be solicited and status of entity:

Entity or Person	Lobbyist	Lobbyist Principal	Interested Person	Other Pending City Business
.				

Submitted by: _____ Date: _____

Department Head

City Manager Use Only

___ Approved through _____
Date

___ Denied

City Manager to file original with City Clerk, Copy to Department

QUARTERLY SOLICITATION REPORT (FORM B)

Report submitted for Quarter ending 3/31, 6/30, 9/30, 12/31 (circle one)

Entity or Person Solicited	Item Solicited	Date Solicited
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____
Name Position Dept

File original with City Clerk, Copy to City Manager's Office

DONOR LETTER (FORM C)

[Date]

[Donor Name]
Donor Address]
[City, State ZIP]

Re: [Gift of _____]

Dear [Donor Name],

On behalf of the City of Maplewood, I would like to thank you for your generous proposed donation of \$_____ (or describe goods] to the City [If gift comes with any restrictions, they should be listed here. For example: on the following conditions: _____]. Your proposed donation is subject to acceptance by the City Council. Minnesota state law requires that all gifts to municipalities be presented by resolution to and approved by a two-thirds vote of the City Council. Acceptance of your donation does not state or imply the endorsement of the City of any product, service or entity connected to you and acceptance will not result in any favored treatment for you in pending or future procurement or other City governmental decisions. Your donation will be submitted for approval at the [Month, date, year] City Council meeting.

Very truly yours,

Department Head or designee

GIFT ACCEPTANCE FORM (FORM D)

TO: Finance Department
City Hall

FROM: _____
Department

Description of gift (including value of gift, date received and special conditions related to acceptance of gift, if any) _____

Name & address of entity or person making gift:

Status of entity or person making gift:

Principal: Yes___ No___ Principal lobbyist: Yes___ No___

City Vendor: Yes___ No___ Other interested person: Yes___ No___

If yes to any of the above, please provide further information about giver's status:

Certifications (please initial all that apply):

___ The gift will be used by the department to fulfill an authorized function or duty;

___ Any gift is consistent with the department's plans for its programs and projects;

___ The gift is directly related to, and will be expended solely for the following program and/or purpose: _____

___ The gift is consistent with the Policy on Solicitation and Acceptance of Gifts on Behalf of the City for City Purposes.

Budget Impact on Program/Fund (if any):

Fund: _____

Form Prepared by: _____
Name Position

City of Maplewood

City Council Meeting Sign-Up Sheet

For Agenda Items and Visitor Presentations

By putting your name and address on this sheet, you are indicating which agenda item you would like to discuss with the City Council

Date: June 8, 2015

	<u>Name - First & Last</u> <i>(please print clearly)</i>	<u>Address</u>	<u>Agenda Item</u>
1.	Therese Privette	14152 Jardin Ave	New Charter School
2.	Diana Longrie	1771 Burt St.	12
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

MEMORANDUM

TO: City Council
FROM: Melinda Coleman, City Manager
DATE: June 3, 2015
SUBJECT: Council Calendar Update

Introduction/Background

This item is informational and intended to provide the Council an indication on the current planning for upcoming agenda items and the Work Session schedule. These are not official announcements of the meetings, but a snapshot look at the upcoming meetings for the City Council to plan their calendars. No action is required.

Upcoming Agenda Items & Work Session Schedule

1. June 22nd
 - a. Workshop- Parliamentary Procedures and Council Decorum, Follow up from Council/Staff Retreat
2. June 29th SPECIAL MEETING
 - a. Workshop – CPR Training, 2016 – 2020 CIP Discussion
3. July 13th
 - a. Workshop – Fire Staffing Discussion; Wellness Program
4. July 27th
 - a. Workshop – Demo on Election Equipment

Budget Impact

None.

Recommendation

No action required.

Attachments

None.