

FMINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, June 8, 2015
Council Chambers, City Hall
Meeting No. 11-15

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:03 p.m. by Mayor Slawik.

Mayor Slawik reported that Governor Dayton signed a bill into law designating that a portion of Highway 36 in Maplewood be named “Sergeant Joseph Bergeron Memorial Highway” in memoriam and honor of Bergeron who was killed in the line of duty on May 1, 2010.

B. PLEDGE OF ALLEGIANCE

A student from Harambee Community Cultures Environmental Science School led the council in the pledge of allegiance.

C. ROLL CALL

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

D. APPROVAL OF AGENDA

The following items were added to the agenda:

N1	Roseville School Superintendent
N2	District 622 Schools
N3	My Brothers' Keeper Event
N4	Reminder about Recreational Fires
N5	Mayors Summit on Entrepreneurship
N6	Pathways to Success

Councilmember Juenemann moved to approve the agenda as amended.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of May 20, 2015 Special City Council Meeting Minutes

Councilmember Cardinal moved to approve the May 20, 2015 Special City Council Meeting Minutes as submitted.

Seconded by Councilmember Juenemann

Ayes – Mayor Slawik, Council Members
Cardinal, Juenemann and Koppen
Abstain - Councilmember Abrams

The motion passed.

2. Approval of May 26, 2015 City Council Workshop Minutes

Councilmember Juenemann moved to approve the May 26, 2015 City Council Workshop Minutes as submitted.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

3. Approval of May 26, 2015 City Council Meeting Minutes

Councilmember Juenemann moved to approve the May 26, 2015 City Council Meeting Minutes as submitted.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Approval of Resolution of Appreciation for Bev Dusso on Her Retirement from the Tubman Organization

City Manager Coleman gave the staff report. Mayor Slawik read the resolution then presented it to Ms. Dusso.

Councilmember Juenemann moved to approve the Resolution of Appreciation for Bev Dusso on Her Retirement from the Tubman Organization.

Resolution 15-6-1217
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.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. Approval of Resolution of Appreciation for Patty Phillips on Her Retirement as Superintendent from District 622

City Manager Coleman gave the staff report. Mayor Slawik read the resolution of Appreciation.

Councilmember Cardinal moved to approve the Resolution of Appreciation for Patty Phillips on her retirement as superintendent from District 622.

Resolution 15-6-1218
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.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

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

Building Official Carver addressed the council and introduced the report. Mollie Miller, Environmental Natural Resource Commissioner and parent of a student at Harambee addressed the council and read the resolution of acknowledgement.

G. CONSENT AGENDA

Councilmember Juenemann moved to approve consent agenda items G1-G5.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved to approve the Approval of 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
\$ 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
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\$ 1,205,553.41	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 05/22/2015
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\$ 522,337.43	Total Payroll
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<u>\$ 1,727,890.84</u>	GRAND TOTAL

Seconded by Councilmember Abrams Ayes – All

The motion passed.

2. Approval of Playcrest Playground Replacement

Councilmember Juenemann moved to approve a best value approach and to bid out the replacement of the playground equipment at Playcrest Park not to exceed \$80,000.

Seconded by Councilmember Abrams Ayes – All

The motion passed.

3. Approval of Contract with S&S Tree and Horticultural Specialists

Councilmember Juenemann moved to approve the contract with S&S Tree and Horticultural Specialists for city forestry related services in 2015 not to exceed \$8,140.

Seconded by Councilmember Abrams Ayes – All

The motion passed.

4. Approval of Property Condemnation Settlement with Camada LP (Vomela), TH 36/English Street Interchange Improvements, City Project 09-08

Councilmember Juenemann moved to approve the 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. The terms of the settlement are:

- 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

Seconded by Councilmember Abrams Ayes – All

The motion passed.

5. Approval of a Resolution for a Temporary Lawful Gambling – Local Permit for the White Bear Avenue Business Association

Councilmember Juenemann moved to approve the Resolution for a Temporary Lawful Gambling – Local Permit for the White Bear Avenue Business Association

Resolution 15-6-1219

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.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

H. PUBLIC HEARING

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**

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

Councilmember Cardinal moved to approve the resolution for the General Obligation Bonds, Series 2015B.

Resolution 15-6-1220

RESOLUTION ACCEPTING PROPOSAL ON THE COMPETITIVE
 NEGOTIATED SALE OF \$1,215,000 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 \$1,215,000 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 \$410,000 (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 (\$3,457,190,700 times 0.25% is \$8,642,977); 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 January 12, 2015 (the "Improvements") in the amount of \$805,000 (the "Improvement Portion of the Bonds"); and

B. WHEREAS, on January 12, 2015, following duly published notice thereof, the Council held a public hearing on the issuance of approximately \$1,488,200 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 January 12, 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 Northland Securities, Inc. in Minneapolis, Minnesota (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 \$1,224,980.38, 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:

Year	Amount	Year	Amount
2017	\$ 80,000	2023	\$180,000
2018	85,000	2025	200,000
2019	90,000	2028	215,000
2021	180,000	2031	185,000

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 \$805,000, 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 \$410,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Equipment.

Year	Portion	Improvement Portion	Equipment Total
2017	\$ 45,000	\$35,000	\$ 80,000
2018	45,000	40,000	85,000
2019	50,000	40,000	90,000
2021	100,000	80,000	180,000
2023	100,000	80,000	180,000
2025	110,000	90,000	200,000
2028	170,000	45,000	215,000
2031	185,000		185,000

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 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:

Maturity Year	Interest Rate	Maturity Year	Interest Rate
2017	2.00%	2023	2.00%
2018	2.00%	2025	2.50%
2019	2.00%	2028	3.00%
2021	2.00%	2031	3.00%

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

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
	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 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 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 \$1,215,000, 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:

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

/s/ Facsimile
City Clerk

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

By: _____
Authorized Signature

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common

TEN ENT – as tenants by the entireties

JT TEN – as joint tenants with right of survivorship and not as tenants in common

UTMA – _____ as custodian for _____

(Cust) (Minor)
under the _____ Uniform

(State)

Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed: _____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

PREPAYMENT SCHEDULE

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

Date	Amount	Authorized signature of Holder
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
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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>
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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.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Councilmember Cardinal moved to approve the resolution for the Taxable General Obligation Refunding Bonds, Series 2015C.

Resolution 15-6-1221

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$7,990,000
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

A. 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

B. WHEREAS, the City hereby determines and declares that it is necessary and expedient to issue \$7,990,000 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

C. 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

D. 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

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 BMO Capital Markets GKST, Inc., in Chicago, Illinois (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 \$7,946,055.00, 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	\$835,000	2022	\$615,000
2017	905,000	2023	615,000
2018	880,000	2024	600,000
2019	850,000	2025	600,000
2020	655,000	2026	165,000
2021	640,000	2027	615,000

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 \$6,870,000 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

\$1,120,000 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	\$745,000	\$ 90,000	\$835,000
2017	805,000	100,000	905,000
2018	780,000	100,000	880,000
2019	750,000	100,000	850,000
2020	550,000	105,000	655,000
2021	540,000	100,000	640,000
2022	525,000	105,000	630,000
2023	515,000	100,000	615,000
2024	510,000	105,000	615,000
2025	495,000	105,000	600,000
2026	490,000	110,000	600,000
2027	165,000		165,000

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	0.500%	2022	2.500%
2017	0.950%	2023	2.700%
2018	1.450%	2024	2.850%
2019	1.800%	2025	3.000%
2020	2.050%	2026	3.150%
2021	2.300%	2027	3.300%

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 \$7,990,000, 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

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 \$8,447,780.33 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 irrevocably 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>
White Bear Ave/Co.Rd D/ Stanich/Hills-Dale	2014-2025	2015-2026	\$2,730,762.68	5.00%

(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>
2014-2025	2015-2026	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 2014 to 2025 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.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

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)**

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

Councilmember Juenemann moved to approve the second reading of Revised Gas Franchise Ordinance.

Ordinance 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.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

Councilmember Juenemann moved to approve the second reading of New Gas Franchise Fee Ordinance to Fund Additional Road Repair.

Ordinance 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.

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.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

Councilmember Cardinal moved to approve the revised Gas Franchise Ordinance Summary Publication.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Councilmember Abrams moved to approve the new Gas Franchise Fee Ordinance Summary Publication.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

- 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)**

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

Councilmember Juenemann moved to approve the second reading of the Revised Stormwater Related Ordinances.

Ordinance 950
CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE III. EROSION AND SEDIMENTATION CONTROL

- [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 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.

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)

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):

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

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.

CODE OF ORDINANCES
Chapter 18 - ENVIRONMENT

ARTICLE VII. STORMWATER MANAGEMENT

(1) ARTICLE VII. STORMWATER MANAGEMENT

[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 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.
 - (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.
- a. 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.
 - b. 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.
 - c. The City of Maplewood shall have the right to set up at any storm sewer system devices necessary in the opinion of the City to conduct monitoring, sampling and/or dye testing of the facility's stormwater discharge without need of securing any easement, license or permit from the landowner.
- (e) *Violations, penalties and remedies:* It shall be unlawful to violate any provisions or fail to comply with any of the requirements of this ordinance. The following is a list of penalties and remedies that are available to the City and can be used to enforce violations, depending on their severity:
- (1) The City may send a letter of notice explaining to the person(s) responsible for the violation what activities need to change and potential impacts that continuing such activities may have.
 - (2) The City may send a code enforcement letter to the person(s) responsible for the violation explaining what activities need to change, the cleanup measures that need to be performed by the individual(s), a deadline for completing the cleanup work, and the penalties for failing to meet the cleanup deadline.
 - (3) The City may take legal action against any person(s) violating any provision of this article. Any person(s) violating any provision of this article may be charged with a misdemeanor and be subject to criminal penalties and restitution, if any.
 - (4) In the event the violation constitutes an immediate danger to public health or safety, the city is authorized to enter upon the subject property without giving prior notice to take any and all measures necessary to abate the violation and/or restore the property. In the event that the City is forced to perform such abatement, the costs shall be assessed to the property.

- (5) The City may, without prior notice, suspend storm sewer system access to any building/site when such suspension is necessary to stop an actual or threatened discharge, which presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, or to the storm sewer system or surface waters.
 - (6) Failure to comply with a suspension order issued in an emergency will result in any process deemed necessary to prevent or minimize damage to the storm sewer system or surface waters, or to minimize danger to persons or property.
- (f) *Remedies not exclusive:* The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the City of Maplewood to seek cumulative remedies. The City of Maplewood may recover all attorneys' fees, court costs, and clean up costs associated with enforcement of this division including sampling and monitoring expenses. The City may recover all fees and costs by assessing the costs to the property.
- (g) *Compatibility with other regulations:* This ordinance is not intended to modify or repeal any other ordinance, rule regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.
- (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.

(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):

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

CODE OF ORDINANCES
Chapter 40 - UTILITIES
ARTICLE II. - SEWERS

DIVISION 1. GENERALLY

a. 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

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**

City Planner Martin gave the staff report and answered questions of the council. Applicant Dan Regan of Launch Properties addressed the council to give additional information and answer questions.

Councilmember Juenemann moved to:

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.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. Approval to Enter into Contract for Services with Susan Fronk for Business Engagement Plan and Outreach Activities

Parks & Recreation Director Konewko gave the staff report and answered questions of the council. Commissioner Mark Jenkins gave the Housing and Economic Development report.

Susan Fronk of Turning Point Consulting Group, Inc. addressed the council to give additional information and answer questions.

Councilmember Abrams moved to approve the Contract for Services in the amount of \$36K with Susan Fronk for Business Engagement Plan and Outreach Activities and authorize the city manager sign said agreement.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

3. Approval of Joy Park Shelter Public Art Project

Parks & Recreation Director Konewko introduced the staff report. Parks Manager Taylor gave the staff report and answered questions of the council.

Councilmember Koppen moved to approve the Joy Park Project and authorize 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 authorized to establish a budget of \$200,000 in the Park Development Fund for this project.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

4. Approval of an Amendment to Discharge of Firearms Ordinance – First Reading

Police Chief Schnell gave the staff report and answered questions of the council. City Planner Martin answered additional questions of the council.

Councilmember Koppen moved to approve the first reading of the proposed amendment to Weapons and Explosives Ordinance, Chapter 24, Article IV, Division 2.

Seconded by Councilmember Abrams Ayes – All

The motion passed.

5. Approval of Resolution Establishing a Solicitation Policy

City Attorney Kantrud gave the staff report.

Councilmember Cardinal moved to approve the resolution establishing a solicitation policy.

Resolution 15-6-1222
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.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

K. AWARD OF BIDS

None

L. VISITOR PRESENTATION

1. Therese Privette, Principle of North Metro Flex Academy

M. ADMINISTRATIVE PRESENTATIONS

1. **Council Calendar Update**

City Manager Coleman gave the update to the council calendar and shared information on the July 4th event to be held at Hazelwood Park. Police Chief Schnell reported on the Maplewood Torch Run 5K for Special Olympics Minnesota that will be taking place on Saturday, June 13, 2015 at Maplewood Mall.

N. COUNCIL PRESENTATIONS

1. **Roseville School Superintendent**

Councilmember Juenemann reported on the Open House that was held for Superintendent John Thein who retired after 27 years with Roseville Schools

2. **District 622 Schools**

Councilmember Cardinal reported that Ms. Christine Osorio has been hired as superintendent of the North St. Paul-Maplewood-Oakdale School District.

3. **My Brothers' Keeper Event**

City Manager Coleman reported on the My Brothers' Keeper event that took place at the Maplewood Community Center on June 2, 2015.

4. **Reminder About Recreational Fires**

Fire Chief Lukin reminded residents of the recreational fire ordinance and where they can obtain information on recreational fires.

5. **Regional Council Mayors - Summit on Entrepreneurship**

Mayor Slawik reported on the Regional Council of Mayors meeting she attended on June 8, 2015 that focused on entrepreneurship.

6. **Pathways to Success**

This item was added to the agenda but was not discussed.

O. ADJOURNMENT

Mayor Slawik adjourned the meeting at 9:05 p.m.