

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, September 28, 2015
City Hall, Council Chambers
Meeting No. 18-15

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Mayor's Address on Protocol:

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

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of September 14, 2015 City Council Workshop Minutes
2. Approval of September 14, 2015 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Update from Ramsey County Sheriff Matt Bostrom
2. Approval of Resolution for Commission & Board Reappointments
3. Presentation of Lifesaving Awards to Officer William Sypniewski and Officer Pheng Her
4. Resolution Recognizing National Domestic Violence Awareness Month and Encouraging Support for Community-Wide Efforts to Prevent Domestic and Family Violence

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

1. Approval of Claims
2. Approval of Resolution Adopting Cooperative Agreement No. 1001178 with MnDOT, McKnight/T.H.94 Signal Replacements, City Project 15-12
3. Approval of Community Development Block Grant Program Agreement with Ramsey County, Gladstone Improvements Phase 2, City Project 14-01
4. Approval of Purchase of One-Ton Dump/Plow Truck
5. Approval of Resolution Certifying Election Judges for the November 3, 2015 Municipal General Election
6. Approval of Resolution Accepting Donation of 58 Cases of Water from Costco

H. PUBLIC HEARINGS

1. Consider Approval of Change to City Code of Ordinances - First Reading
 - a. Ordinance Adopting the Republication of the City Code of Ordinances
 - b. Ordinance Repealing Chapter 8, Article V Pertaining to Billiard Parlors and Poolrooms Licenses
 - c. Ordinance Repealing Chapter 14, Article XIV Pertaining to Private School Licenses
 - d. Ordinance Repealing Chapter 14, Article XVI Pertaining to Tanning Facilities
 - e. Ordinance Repealing Chapter 42, Article I and Article II Pertaining to Taxi Cab Licenses
2. Consider Approval of an Ordinance Amending Chapter 20, Article IV Pertaining to Fireworks - First Reading
3. Consider Approval of an Ordinance Amending Chapter 28 - Peddlers, Solicitors and Vendors - First Reading

I. UNFINISHED BUSINESS

1. Consider Approval of Amendments to the Ordinance Pertaining to Liquor Served at the Maplewood Community Center – Second Reading

J. NEW BUSINESS

1. Review of 2016 Charitable Gambling Requests
2. Consider Approval of Employee Resignation Agreement (Report Distributed at Meeting)

K. AWARD OF BIDS

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

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

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update

N. COUNCIL PRESENTATIONS

O. ADJOURNMENT

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

RULES OF CIVILITY FOR OUR COMMUNITY

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

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
5:30 P.M. Monday, September 14, 2015
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:30 p.m. by Mayor Slawik.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

Councilmember Abrams moved to approve the agenda as amended.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

1. 2016 Budget Discussion

City Manager Coleman introduced the report. Finance Director Bauman gave the specifics of the report.

E. NEW BUSINESS

1. Commission & Board Interviews

Applicant Dorothy Molstad was interviewed for the Parks & Recreation Commission.

2. Discussion of Management of Stray and Recovered Cats

Police Chief Schnell introduced the report and provided specifics of the report.

F. ADJOURNMENT

Mayor Slawik adjourned the meeting at 6:40 p.m.

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, September 14, 2015
Council Chambers, City Hall
Meeting No. 17-15

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:02 p.m. by Mayor Slawik.

B. 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 Robots at State Fair
- N2 Century Link
- N3 Independent School District 622 Voter Referendum Levy
- N4 Fall Clean Up Campaign
- N5 Gladstone
- N6 Maplewood Garden
- N7 Rush Line Meeting

Councilmember Abrams moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of August 24, 2015 City Council Workshop Minutes

Councilmember Abrams moved to approve the August 24, 2015 City Council Workshop Minutes as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Approval of August 24, 2015 City Council Meeting Minutes

7. Approval of School Resource Officer Agreement Between ISD 622 and the City of Maplewood

Councilmember Juenemann moved to approve the agreement between the City of Maplewood and North St. Paul-Maplewood-Oakdale School District 622 for School Resource Officer Services and that the Finance Director be authorized to make any necessary budget adjustments.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

H. PUBLIC HEARING

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Approval of an On-Sale Intoxicating Liquor License for ARKAK, LLC – the Tiki Hut, 1820 Rice Street

Citizen Services Director/City Clerk Haag gave the staff report. Andrew Kelbe, owner and manager of ARKAK, LLC – the Tiki Hut addressed and answered questions of the council.

Councilmember Koppen moved to approve an On-Sale Intoxicating Liquor license for ARKAK, LLC – the Tiki Hut, 1820 Rice Street with the condition that City Code and State Statutes rules and regulations pertaining to holding and intoxicating liquor license be met; the license will not be issued until that time that inspections are completed by the Environmental Health Officer, Code Enforcement Officer, Building Official and Fire Marshall.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

2. Consider Approval of Amendments to the Ordinance Pertaining to Liquor Served at the Maplewood Community Center and Resolution Establishing a Temporary Liquor Service Permit Fee - First Reading

Citizen Services Director/City Clerk Haag gave the staff report and answered questions of the council.

Councilmember Koppen moved to approve the first reading of the amended ordinance pertaining to liquor served at the Maplewood Community Center and approved the resolution establishing a temporary liquor service permit fee.

Resolution 15-8-1249

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the fee for a Temporary MCC Liquor Service permit be \$50.00 for Maplewood-based providers, and \$100.00 for providers from an adjacent municipality.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

3. Consideration of Vacation of Public Easement, Jack Schwartz, 2105 English Street North

Economic Development Coordinator Michael Martin gave the staff report and answered questions of the council. Commissioner Kempe addressed the council and gave the report from the Planning Commission.

Councilmember Juenemann moved to approve the resolution vacating the drainage and utility easement located at 2105 English Street North, since:

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

This vacation is conditioned upon the following:

1. The applicant meets all and any conditions within Steve Love's July 30, 2015 report.

Resolution 15-8-1250
EASEMENT VACATION RESOLUTION

WHEREAS, Jack Schwartz, applied for the vacation of a five foot wide drainage and utility easement at his property located at 2105 English Street North. The property's legal description is:

Lot 13, Block 4, Hills and Dales

WHEREAS, on August 18, 2015, the planning commission held a public hearing. The city staff published a notice in the Maplewood Review and sent a notice to the abutting property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered reports and recommendations from the city staff. The planning commission recommended that the city council approve this request.

WHEREAS, on September 14, 2015, the city council reviewed this request after considering the recommendations of staff and the planning commission.

WHEREAS, after the city approve this vacation, the public interest in the property will go to the adjoining property.

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

5. Consider Resolution Accepting Feasibility Study, Authorizing Preparation of Plans & Specifications, and Calling for Public Hearing, Bellaire Avenue Improvements (Beam to Lydia), City Project 15-16

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

Councilmember Juenemann moved to approve the resolution Accepting the Feasibility Report, Authorizing the Preparation of Plans and Specifications, and Calling for a Public Hearing for 7:00 p.m. on October 12, 2015 for the Bellaire Avenue Improvements, City Project 15-16.

Resolution 15-8-1251

ACCEPTING FEASIBILITY STUDY, AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS, AND CALLING FOR PUBLIC HEARING

WHEREAS, pursuant to a resolution of the council adopted August 10, 2015, a joint feasibility report in coordination with the City of North St. Paul has been prepared with reference to the improvement of Bellaire Avenue Improvements, City Project 15-16, and this report was received by the council on September 14, 2015, and

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost-effective, and feasible,

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

1. The City Council will consider the Bellaire Avenue Improvements, City Project 15-16 in accordance with the report and the assessment of abutting property for all or a portion of the cost of the Maplewood portion of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of \$93,250.00.

2. The City Engineer for North St. Paul is the designated engineer for this joint improvement project and is hereby directed to prepare final plans and specifications for the making of said improvement.

3. The Finance Director is hereby authorized to make the financial transfers necessary for the preparation of plans and specifications. A proposed budget of \$93,250.00 shall be established. The proposed financing plan is as follows:

Special Assessments =	\$44,850.00
Utility Funds/G.O. Bonds =	\$48,400.00

4. A public hearing shall be held on such proposed improvement on the 12th day of October, 2015 in the council chambers of city hall at 7:00 p.m., and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

6. Consider Preliminary Approval of Proposed Tax Levy Payable in 2016 and Setting Budget Public Hearing Date

Finance Director Bauman gave the staff report and answered questions of the council.

Councilmember Abrams moved to approve the resolution setting the maximum City tax levy for payable 2016 at \$19,662,000 and setting the date for the Public Hearing on the 2016 Levy and Budget for Monday, December 14, 2015 at 7:00 pm as part of the Regular City Council Meeting. This levy, combined with the proposed EDA levy of \$89,270, will result in a total levy of \$19,751,270 which is a 4% increase over 2015.

Resolution 15-8-1252
RESOLUTION PROVIDING PRELIMINARY APPROVAL OF A
PROPOSED TAX LEVY PAYABLE IN 2016
and
SETTING BUDGET PUBLIC HEARING DATE

WHEREAS, State law requires that the City Council give preliminary approval of a proposed tax levy for 2015 payable in 2016 by September 30, 2015 and

WHEREAS, the City Council has reviewed preliminary information on the Proposed 2016 Budget and has determined the amount of the proposed tax levy payable in 2016 which is the maximum amount that will be levied.

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

1. The proposed tax levy for 2015 payable in 2016 in the amount of \$19,662,000 is hereby given preliminary approval and shall be certified to the Ramsey County Auditor.
2. The date for consideration of the final levy and consideration of the 2016 Budget shall be set as Monday, December 14, 2015 at 7:00 pm in the Maplewood City Council Chambers.

Seconded by Councilmember Koppen

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

The motion passed.

7. Meeting of the Economic Development Authority (EDA) - The City Council Serves as the EDA

Mayor Slawik closed the City Council Meeting at 9:35 p.m.

Acting Mayor Abrams called the meeting back to order at 9:40 p.m.

K. AWARD OF BIDS

None

L. VISITOR PRESENTATION

1. Tim Kinley, 1987 Mesabi Avenue E
2. Bob Zick, North St. Paul Resident

M. ADMINISTRATIVE PRESENTATIONS**1. Council Calendar Update**

City Manager Coleman gave an update to the council calendar.

N. COUNCIL PRESENTATIONS**1. Robots at State Fair**

Councilmember Cardinal reported that Tartan High School won first place on the demonstration of the Robotic Team at the MN State Fair.

2. Century Link

Councilmember Cardinal gave the council a handout on the CenturyLink Franchise Action/Vote.

3. Independent School District 622 Voter Referendum Levy

Councilmember Cardinal alerted the residents about a levy that Independent School District 622 is proposing that was included in the ISD22 newsletter mailed to all residents.

4. Fall Clean Up Campaign

Councilmember Juenemann reported on the article in the September issue of Maplewood Living about the Fall Clean Up Campaign. Juenemann indicated that bulky items will be picked up by Republic Service at the curb throughout the month of October for 50% off.

5. Gladstone

Councilmember Juenemann reported that in the September issue of the Maplewood Season's there is an article on the history of what has taken place to revitalize the Gladstone area.

6. Maplewood Garden

Councilmember Juenemann reported on the Maplewood Garden Paradise for Fish and Flora article in the September issue of Season's.

7. Rush Line Meeting

Councilmember Abrams invited citizens to attend one of the neighborhood meetings on Rush Line that will take place on September 22nd, 29th and 30th. The meeting on September 29th will be held at the Maplewood Community Center.

O. ADJOURNMENT

Mayor Slawik adjourned the meeting at 10:02 p.m.

DRAFT

MEMORANDUM

TO: City Council
FROM: Lois Knutson, Senior Administrative Assistant
DATE: September 23, 2015
SUBJECT: Update from Ramsey County Sheriff Matt Bostrom

Introduction & Background

Ramsey County Sheriff Matt Bostrom will be presenting an update to the Maplewood City Council.

Budget Impact

None.

Recommendation

No action required.

Attachments

None.

MEMORANDUM

TO: City Council

FROM: Melinda Coleman, City Manager
Lois Knutson, Senior Administrative Assistant

DATE: September 23, 2015

SUBJECT: Approval of Resolution for Commission & Board Reappointments

Introduction

The City Council will review the list of commissioners whose terms are to expire on September 30, 2015. The commissioners were asked to fill out an assessment to evaluate their time on the commission and to provide input to the council.

Background

There are two commissioners whose terms are ending on September 30, 2015, both are seeking reappointment. Their new terms will expire on September 30, 2018.

Commissioners seeking reappointment are:

Environmental and Natural Resources Commission

Dale Trippler, member since 02/25/2008, term expires 9/30/2015
 Attendance: (2008) 14 / 14 (2009) 13 / 13 (2010) 12 / 12 (2011) 10 / 11
 (2012) 10 / 11 (2013) 10 / 11 (2014) 9 / 10 (2015) 5 / 5

Housing and Economic Development Commission

Dennis Unger, member since 07/25/2011, term expires 9/30/2015
 Attendance: (2012 - HRA) 2 / 2 (2013) 4 / 6 (2014) 4 / 6 (2015) 1 / 2

Budget Impact

None.

Recommendation

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

Attachments

1. Resolution for Reappointment
2. Reappointment Assessments

RESOLUTION NO. _____

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

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

Environmental and Natural Resources Commission

Dale Trippler, term expires 9/30/2018

Housing and Economic Development Commission

Dennis Unger, term expires 9/30/2018



Maplewood Commission
Reappointment Assessment
(Please print or type clearly)

RECEIVED

SEP 16 2015



CITY OF MAPLEWOOD

Name: DALE TRIPPLER Date: Sept 11, 2015

Commission: ENRC

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

If Yes, why? The work we do is important and it needs to be done.

How do you feel you contribute to the Commission? With over 30 years of MPC A experience, I feel I have considerable knowledge on environmental issues to share.

What successes do you feel the Commission has had during your term? Single trash hauler, ordinance revisions, tree ordinance.

Do you have any suggestions to help the Commission function more efficiently? Shawn needs help!

What are some bigger issues/projects the Commission will be facing in the next 6 months? Work on passive energy projects for the city, work on Greenways, educate citizens on the importance of recycling, energy conservation and wise water use.

Any other comments for the City Council regarding your reappointment or the commission? (i.e. new topics or projects to explore, processes to consider, etc.) Please help staff get additional help they need to do their jobs.

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

Return this form to: City Manager's Office Fax to: 651-249-2059
1830 County Road B. East Email to: lois.knutson@maplewoodmn.gov
Maplewood, MN 55109

Please return by Monday, September 21, 2015

This seems like an odd question to ask given all of the other questions below. If no, why? makes sense.



Maplewood Commission
Reappointment Assessment



(Please print or type clearly)

Name: Dennis Unger Date: 9.22.15
Commission: HEDC

Would you like to be reappointed? Yes No (Check One)
If Yes, why? I enjoy the service

How do you feel you contribute to the Commission? I feel I lend good real estate and legal insight to the Commission

What successes do you feel the Commission has had during your term? I think we have provided some insightful and useful feedback to the Council on the projects presented to us.

Do you have any suggestions to help the Commission function more efficiently?
No.

What are some bigger issues/projects the Commission will be facing in the next 6 months?
Business outreach initiatives and the Gladstone project.

Any other comments for the City Council regarding your reappointment or the commission?
(i.e. new topics or projects to explore, processes to consider, etc.)
Not at this time.

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

Return this form to: City Manager's Office Fax to: 651-249-2059
1830 County Road B. East Email to: lois.knutson@maplewoodmn.gov
Maplewood, MN 55109

Please return by Monday, September 21, 2015

MEMORANDUM

TO: City Manager Melinda Coleman

FROM: Chief of Police Paul P. Schnell

DATE: September 22, 2015

SUBJECT: Resolution recognizing National Domestic Violence Awareness Month and encouraging support for community-wide efforts to prevent domestic and family violence.

Introduction

October is National Domestic Violence Awareness Month. A recent uptick in domestic homicide has been widely reported in Minnesota, including the murder of Maplewood resident April Tennin at the hands of her husband.

Background

Since 1981 a concerted effort has been made to increase awareness and attention to the issue of domestic violence during the month of October. Being among the most serious and insidious public safety issues in America, domestic and family violence will impact as many as one in four women. Domestic violence can have profound impact of children who witness or exposed to violence within their home.

The Maplewood Police Department has established domestic/family violence as one of our departmental priorities. The result has been a marked increase in domestic violence related arrests, the strengthening of our partnership with Tubman's domestic violence advocacy program, creation of joint prosecution effort between the City Prosecutor and Ramsey County Attorney's Office, increased training for our police officers, and aggressive intervention efforts as promoted in the Blueprint for Safety.

Budget Impact

N/A

Recommendation

It is recommended that the City Council approve the resolution recognizing National Domestic Violence Awareness Month and encouraging support for community-wide efforts to prevent domestic and family violence.

Attachments

Resolution

**CITY OF MAPLEWOOD
RAMSEY COUNTY, MINNESOTA**

RESOLUTION

**A RESOLUTION RECOGNIZING NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH
AND ENCOURAGING SUPPORT FOR COMMUNITY-WIDE EFFORTS TO PREVENT
DOMESTIC AND FAMILY VIOLENCE.**

WHEREAS, October is national Domestic Violence Awareness Month; and

WHEREAS, the City of Maplewood in coordination with the Ramsey County Attorney's Office and Tubman's advocacy services play a key role in effectively responding to the threat of domestic violence; and

WHEREAS, research shows that through solid coordination, sure and swift consequences for battering, and sending messages that help is available makes an affirmative statement that domestic violence will not be tolerated,

WHEREAS, all members of the community can play a vital role in protecting the health, safety, and welfare of our neighbors by not turning a blind eye to domestic violence; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Maplewood, Minnesota;

1. That we recognize October as National Domestic Violence Awareness Month; and direct that the Maplewood Police Department continue all coordinated efforts toward implementing effective and efficient strategies to prevent and intervene in incidents of domestic and family violence; and
2. We encourage our fellow Maplewood residents, business leaders, and faith communities to support efforts to combat domestic and family violence in all forms for the good and welfare of our community.

Adopted this 28th day of September, 2015,

Nora Slawik, Mayor

Attest:

Karen Haag, City Clerk

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MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: September 23, 2015
SUBJECT: Approval of Claims

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

ACCOUNTS PAYABLE:

\$ 155,518.16	Checks # 95764 thru # 95790 dated 9/15/2015
\$ 290,516.45	Disbursements via debits to checking account dated 09/08/15 thru 09/11/15
\$ 310,251.73	Checks #95791 thru #95827 dated 09/22/15
\$ 494,193.23	Disbursements via debits to checking account dated 09/14/15 thru 09/18/15
<u>\$ 1,250,479.57</u>	Total Accounts Payable

PAYROLL

\$ 516,516.75	Payroll Checks and Direct Deposits dated 09/11/15
\$ 1,151.53	Payroll Deduction check # 9995540 thru #9995541 dated 09/11/15
<u>\$ 517,668.28</u>	Total Payroll
<u><u>\$ 1,768,147.85</u></u>	GRAND TOTAL

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

Attachments

Check Register
City of Maplewood

09/11/2015

Check	Date	Vendor	Description	Amount	
95764	09/15/2015	05324	CHRISTIE BERNARDY	MCC MARKETING SRVS - JULY	500.00
	09/15/2015	05324	CHRISTIE BERNARDY	MCC MARKETING SRVS - AUGUST	500.00
95765	09/15/2015	04508	BETWEEN THE LINES	UMPIRE FEE JULY-AUG ADULT SBALL	4,531.50
95766	09/15/2015	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - AUGUST	1,025.15
95767	09/15/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 14-01 PROF SRVS THRU 07/31	3,747.09
	09/15/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 03/31	2,297.55
95768	09/15/2015	05353	MANSFIELD OIL CO	CONTRACT GASOLINE - SEPTEMBER	10,951.92
	09/15/2015	05353	MANSFIELD OIL CO	CONTRACT DIESEL - SEPTEMBER	7,849.74
95769	09/15/2015	01546	SUBURBAN SPORTSWEAR	SHIRTS- FALL SOCCER STARTER CLINIC	736.00
95770	09/15/2015	04192	TRANS-MEDIC	EMS BILLING - AUGUST	4,800.00
95771	09/15/2015	05560	WOODBURY ACUPUNCTURE CENTER	ACUPUNCTURE - AUGUST	396.00
95772	09/15/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	1,091.66
95773	09/11/2015	02464	US BANK	FUNDS FOR CITY HALL ATM	9,000.00
95774	09/15/2015	01811	BERNATELLO'S PIZZA	MDSE FOR RESALE	51.00
95775	09/15/2015	00036	CHARITABLE GAMBLING	CHARITABLE GAMBLING-TUBMAN FAMILY	996.44
95776	09/15/2015	05064	FIRE CATT, LLC	FIRE HOSE TESTING	3,867.15
95777	09/15/2015	00671	HIRSHFIELD'S	ATHLETIC FIELD MARKING PAINT	1,416.00
95778	09/15/2015	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#38	4,344.07
95779	09/15/2015	00830	L T G POWER EQUIPMENT	2015 TORO 6000 MOWER	4,659.20
95780	09/15/2015	05303	MENARDS, INC.	SUPPLIES FOR PAINT TOTES 30590305	13.87
95781	09/15/2015	04373	MN NATIVE LANDSCAPES	MOWING HWY 36 BERM	1,675.00
95782	09/15/2015	00001	ONE TIME VENDOR	REFUND A MOORE TRANS MEDIC	1,268.08
95783	09/15/2015	02270	PALDA & SONS INC	PROJ 12-09 ARKWRIGHT-SUNRISE PMT10	79,637.10
95784	09/15/2015	00013	TREE REBATE	REIMB J MARKOVICH - TREE REBATE	200.00
95785	09/15/2015	00013	TREE REBATE	REIMB T LOSNESS - TREE REBATE	200.00
95786	09/15/2015	00013	TREE REBATE	REIMB T BAUMGART - TREE REBATE	130.00
95787	09/15/2015	00013	TREE REBATE	REIMB A ROSKOWINSKI - TREE REBATE	123.73
95788	09/15/2015	00013	TREE REBATE	REIMB M CASH - TREE REBATE	19.95
95789	09/15/2015	02464	US BANK	PAYING AGENT FEES	450.00
	09/15/2015	02464	US BANK	PAYING AGENT FEES	450.00
95790	09/15/2015	00063	VERIZON WIRELESS	MONTHLY PMT 07/17 - 08/16	8,589.96
				27 Checks in this report.	<u>155,518.16</u>

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
9/8/2015	MN State Treasurer	Drivers License/Deputy Registrar	96,267.29
9/9/2015	MN State Treasurer	Drivers License/Deputy Registrar	28,950.35
9/10/2015	MN State Treasurer	Drivers License/Deputy Registrar	77,232.82
9/11/2015	MN State Treasurer	Drivers License/Deputy Registrar	26,038.70
9/11/2015	US Bank VISA One Card*	Purchasing card items	55,648.40
9/11/2015	Optum Health	DCRP & Flex plan payments	662.00
9/10/2015	Delta Dental	Dental Premium	1,831.89
9/11/2015	ICMA (Vantagepointe)	Deferred Compensation	3,885.00
			290,516.45

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
08/25/2015	08/26/2015	FASTENAL COMPANY01	\$1.42	DAVE ADAMS
08/27/2015	08/31/2015	MINNESOTA GOVERNMENT F	\$225.00	GAYLE BAUMAN
08/20/2015	08/24/2015	PAPER PLUS	\$105.40	REGAN BEGGS
08/20/2015	08/24/2015	PAPER PLUS	\$634.02	REGAN BEGGS
08/20/2015	08/24/2015	PAPER PLUS	\$798.09	REGAN BEGGS
08/20/2015	08/24/2015	PAPER PLUS	\$527.02	REGAN BEGGS
08/26/2015	08/28/2015	OFFICE DEPOT #1079	\$4.79	REGAN BEGGS
08/26/2015	08/28/2015	OFFICE DEPOT #1090	\$140.87	REGAN BEGGS
09/01/2015	09/03/2015	OFFICE DEPOT #1090	(\$4.11)	REGAN BEGGS
09/01/2015	09/03/2015	OFFICE DEPOT #1090	(\$4.11)	REGAN BEGGS
09/02/2015	09/03/2015	GENERAL CREDIT FORMS INC	\$78.71	REGAN BEGGS
09/02/2015	09/03/2015	TAKE A NUMBER, INC	\$260.95	REGAN BEGGS
08/23/2015	08/25/2015	ADOBE *IL CREATIVE CLD	\$21.41	CHAD BERGO
08/25/2015	08/26/2015	GETTY IMAGES	\$149.00	CHAD BERGO
09/01/2015	09/02/2015	ISSUU	\$420.00	CHAD BERGO
08/21/2015	08/24/2015	STREICHER'S MO	\$966.50	BRIAN BIERDEMAN
08/25/2015	08/27/2015	BROWNELLS INC	\$784.52	BRIAN BIERDEMAN
08/26/2015	08/27/2015	OAKLEY, INC.	\$33.00	BRIAN BIERDEMAN
08/26/2015	08/28/2015	LAW ENFORCEMENT TARGETS	\$88.51	BRIAN BIERDEMAN
08/31/2015	09/02/2015	EPIC SPORTS	\$49.00	NEIL BRENNEMAN
08/20/2015	08/24/2015	DIAMOND VOGEL PAINT #807	\$531.50	TROY BRINK
08/26/2015	08/27/2015	JOHN DEERE LANDSCAPES530	\$149.59	TROY BRINK
08/27/2015	08/31/2015	DIAMOND VOGEL PAINT #807	\$448.80	TROY BRINK
08/27/2015	08/31/2015	THE HOME DEPOT 2801	\$14.96	TROY BRINK
08/25/2015	08/26/2015	OAKDALE RENTAL CENTER	\$214.00	BRENT BUCKLEY
08/26/2015	08/28/2015	MOGREN LANDSCAPING	\$97.50	BRENT BUCKLEY
09/01/2015	09/02/2015	OAKDALE RENTAL CENTER	\$214.00	BRENT BUCKLEY
09/01/2015	09/02/2015	OAKDALE RENTAL CENTER	\$189.00	BRENT BUCKLEY
08/31/2015	09/02/2015	OFFICEMAX/OFFICE DEPOT616	\$32.13	DANIEL BUSACK
09/02/2015	09/03/2015	MENARDS OAKDALE	\$56.70	JOHN CAPISTRANT
08/24/2015	08/25/2015	GREEN LIGHTS RECYCLING	\$172.40	SCOTT CHRISTENSON
08/25/2015	08/26/2015	HENRIKSEN ACE HARDWARE	\$2.90	SCOTT CHRISTENSON
08/26/2015	08/27/2015	VIKING ELECTRIC-CREDIT DE	\$82.56	SCOTT CHRISTENSON
08/26/2015	08/27/2015	VIKING ELECTRIC-CREDIT DE	\$728.06	SCOTT CHRISTENSON
08/26/2015	08/27/2015	VIKING ELECTRIC-CREDIT DE	\$3.12	SCOTT CHRISTENSON
08/27/2015	08/28/2015	MUSKA ELECTRIC CO.	\$452.50	SCOTT CHRISTENSON
08/31/2015	09/01/2015	BEARING DIST*	\$133.40	SCOTT CHRISTENSON
09/01/2015	09/01/2015	FRANKLINCOVEYPRODUCTS	\$51.85	MELINDA COLEMAN
08/24/2015	08/25/2015	GRAPHIC DESIGN	\$88.62	KERRY CROTTY
08/25/2015	08/26/2015	PAYPAL *DASH35	\$1,308.20	KERRY CROTTY
08/28/2015	08/31/2015	HOLIDAY STNSTORE 0398	\$24.97	KERRY CROTTY
08/28/2015	08/31/2015	FRATTALLONES WOODBURY AC	(\$6.32)	CHARLES DEAVER
09/02/2015	09/03/2015	DAVIS LOCK & SAFE	\$9.64	CHARLES DEAVER
09/01/2015	09/02/2015	EX *BROOKS 2450507	\$48.95	JOSEPH DEMULLING
08/22/2015	08/24/2015	COMMERCIAL POOL & SPA SUP	\$267.50	TOM DOUGLASS
08/24/2015	08/25/2015	BATTERIES PLUS #31	\$31.90	TOM DOUGLASS
08/25/2015	08/27/2015	THE HOME DEPOT 2801	(\$4.95)	TOM DOUGLASS
08/25/2015	08/27/2015	THE HOME DEPOT 2801	\$74.36	TOM DOUGLASS
08/26/2015	08/27/2015	WW GRAINGER	\$309.38	TOM DOUGLASS
08/26/2015	08/28/2015	DEPARTMENT OF LABOR AND I	\$100.00	TOM DOUGLASS
08/27/2015	08/28/2015	PLAZA TV & APPLIANCE	\$671.99	TOM DOUGLASS
08/28/2015	08/31/2015	CONTINENTAL RESEARCH COR	\$168.19	TOM DOUGLASS
09/01/2015	09/03/2015	THE HOME DEPOT 2801	\$51.73	TOM DOUGLASS
09/02/2015	09/03/2015	HENRIKSEN ACE HARDWARE	\$30.66	TOM DOUGLASS
09/02/2015	09/03/2015	COMMERCIAL POOL & SPA SUP	\$374.75	TOM DOUGLASS
09/03/2015	09/04/2015	OVERHEAD DOOR COMP	\$197.45	TOM DOUGLASS

09/03/2015	09/04/2015	COMMERCIAL POOL & SPA SUP	\$171.23	TOM DOUGLASS
08/28/2015	08/31/2015	MICHAELS MAPLEWOOD BAKERY	\$13.40	MICHAEL DUGAS
09/01/2015	09/03/2015	REI 42 ROSEVILLE	\$47.67	MICHAEL DUGAS
09/01/2015	09/02/2015	UNIFORMS UNLIMITED INC.	\$211.96	MICHAEL DUGAS
08/31/2015	09/02/2015	THE HOME DEPOT 2801	\$70.12	DOUG EDGE
09/01/2015	09/03/2015	GARY CARLSON EQUIPMENT	\$46.00	DOUG EDGE
08/23/2015	08/24/2015	COMCAST CABLE COMM	\$328.70	CHRISTINE EVANS
08/26/2015	08/28/2015	FIRST SHRED	\$13.00	CHRISTINE EVANS
08/31/2015	09/01/2015	PIONEER PRESS SUBSCRIPTI	\$340.60	CHRISTINE EVANS
09/03/2015	09/04/2015	US FOODS 3F	\$821.48	CHRISTINE EVANS
08/31/2015	09/01/2015	PAYPAL *MNAPA	\$300.00	SHANN FINWALL
08/24/2015	08/25/2015	BEST BUY MHT 00000109	\$182.09	MYCHAL FOWLDS
08/26/2015	08/28/2015	XP SOLUTIONS	\$659.20	MYCHAL FOWLDS
08/27/2015	08/28/2015	IDU*INSIGHT PUBLIC SEC	\$494.47	MYCHAL FOWLDS
08/28/2015	08/28/2015	DRI*TECHSMITH	\$320.30	MYCHAL FOWLDS
08/28/2015	08/31/2015	SHI CORP	\$4,232.77	MYCHAL FOWLDS
08/22/2015	08/24/2015	HP DIRECT-PUBLICSECTOR	\$1,131.02	NICK FRANZEN
08/24/2015	08/25/2015	DRI*TECHSMITH	\$160.15	NICK FRANZEN
08/28/2015	08/31/2015	BEST BUY MHT 00000109	\$32.12	NICK FRANZEN
08/29/2015	08/31/2015	IDU*INSIGHT PUBLIC SEC	\$1,961.76	NICK FRANZEN
09/01/2015	09/02/2015	SHI CORP	\$368.00	NICK FRANZEN
08/31/2015	09/02/2015	THE HOME DEPOT 2801	\$290.89	VIRGINIA GAYNOR
09/01/2015	09/03/2015	THE HOME DEPOT 2801	\$377.25	VIRGINIA GAYNOR
09/02/2015	09/04/2015	THE HOME DEPOT 2801	\$27.25	VIRGINIA GAYNOR
09/02/2015	09/04/2015	THE HOME DEPOT 2810	\$142.09	VIRGINIA GAYNOR
08/22/2015	08/24/2015	HOMEGOODS #391	\$332.00	CHRISTINE GIBSON
08/23/2015	08/25/2015	HOMEGOODS #0581	\$163.00	CHRISTINE GIBSON
08/24/2015	08/25/2015	GRANDMAS BAKERY INC	\$63.36	CHRISTINE GIBSON
08/24/2015	08/26/2015	A-1 LAUNDRY	\$42.42	CHRISTINE GIBSON
08/25/2015	08/25/2015	TARGET.COM *	\$590.01	CHRISTINE GIBSON
08/25/2015	08/26/2015	TARGET 00021014	\$107.11	CHRISTINE GIBSON
08/25/2015	08/26/2015	MICHAELS STORES 4747	\$20.30	CHRISTINE GIBSON
08/25/2015	08/27/2015	HOMEGOODS #364	\$127.45	CHRISTINE GIBSON
08/27/2015	08/28/2015	TUNDRA SPECIALTIES INC	\$9.54	CHRISTINE GIBSON
08/27/2015	08/28/2015	TARGET 00024067	\$160.66	CHRISTINE GIBSON
08/27/2015	08/31/2015	ACE OF SALES	\$20.00	CHRISTINE GIBSON
08/27/2015	08/31/2015	TJMAXX #0328	\$76.41	CHRISTINE GIBSON
08/27/2015	08/31/2015	HOBBY-LOBBY #563	\$83.46	CHRISTINE GIBSON
08/28/2015	08/31/2015	TARGET 00011858	\$107.11	CHRISTINE GIBSON
08/28/2015	08/31/2015	HOBBY LOBBY #587	\$40.64	CHRISTINE GIBSON
08/31/2015	09/01/2015	TARGET 00011858	\$116.40	CHRISTINE GIBSON
09/01/2015	09/01/2015	TARGET.COM *	\$590.01	CHRISTINE GIBSON
09/01/2015	09/02/2015	GRANDMAS BAKERY INC	\$115.74	CHRISTINE GIBSON
09/01/2015	09/02/2015	WEDDINGPAGES INC	\$335.84	CHRISTINE GIBSON
08/22/2015	08/24/2015	THE HOME DEPOT 2810	\$36.37	JAN GREW HAYMAN
08/25/2015	08/26/2015	BLUE RIBBON BAIT #1	\$5.00	JAN GREW HAYMAN
08/25/2015	08/27/2015	THE HOME DEPOT 2810	(\$14.98)	JAN GREW HAYMAN
08/26/2015	08/27/2015	HENRIKSEN ACE HARDWARE	\$8.98	GARY HINNENKAMP
08/24/2015	08/26/2015	NM CLEAN 1	\$7.00	TIMOTHY HOFMEISTER
08/21/2015	08/24/2015	LETSGOBANNER.COM	\$23.94	DAVID JAHN
08/26/2015	08/27/2015	DALCO ENTERPRISES, INC	\$608.46	DAVID JAHN
08/31/2015	09/01/2015	DALCO ENTERPRISES, INC	\$134.82	DAVID JAHN
09/01/2015	09/03/2015	DEPARTMENT OF LABOR AND I	\$35.00	DAVID JAHN
08/21/2015	08/24/2015	VALLEY TROPHY	\$30.35	JUSTIN JAMES
08/28/2015	08/31/2015	FEDEX 860142120701	\$14.99	JUSTIN JAMES
08/28/2015	08/31/2015	FEDEX 781229259439	\$13.65	JUSTIN JAMES
08/26/2015	08/27/2015	CUB FOODS #1599	\$60.62	MEGHAN JANASZAK

09/02/2015	09/03/2015	JOANN ETC #1970	\$11.58	MEGHAN JANASZAK
09/02/2015	09/04/2015	DOLRTREE 3150 00031500	\$15.00	MEGHAN JANASZAK
09/02/2015	09/04/2015	LITTLE CAESARS 1456 0006	\$74.99	MEGHAN JANASZAK
08/21/2015	08/24/2015	GRAFIX SHOPPE	\$125.00	KEVIN JOHNSON
08/24/2015	08/25/2015	CUB FOODS #1599	\$13.88	LOIS KNUTSON
08/25/2015	08/25/2015	PANERA BREAD #601305	\$74.98	LOIS KNUTSON
08/25/2015	08/25/2015	PANERA BREAD #601305	\$9.42	LOIS KNUTSON
08/27/2015	08/31/2015	FIRST SHRED	\$80.30	LOIS KNUTSON
09/02/2015	09/02/2015	PANERA BREAD #601305	\$35.28	LOIS KNUTSON
08/24/2015	08/25/2015	USPS 26834500133401316	\$12.00	NICHOLAS KREKELER
08/24/2015	08/25/2015	MENARDS MAPLEWOOD	\$80.27	NICHOLAS KREKELER
08/25/2015	08/26/2015	FEDEX 781207042455	\$14.75	NICHOLAS KREKELER
08/25/2015	08/26/2015	FEDEX 860141379952	\$4.27	NICHOLAS KREKELER
08/31/2015	09/01/2015	THE UPS STORE 2171	\$14.82	NICHOLAS KREKELER
08/24/2015	08/25/2015	UNIFORMS UNLIMITED INC.	\$12.50	DAVID KVAM
09/02/2015	09/03/2015	MINNESOTACO	\$150.69	DAVID KVAM
08/20/2015	08/24/2015	KEEPRS INC 2	\$125.66	TODD LANGNER
08/27/2015	08/28/2015	BATTERIES PLUS #31	\$45.96	MICHAEL LOCHEN
08/27/2015	08/28/2015	DOMINO'S 1948	\$68.88	MICHAEL LOCHEN
08/27/2015	08/28/2015	MENARDS MAPLEWOOD	\$12.82	MICHAEL LOCHEN
08/27/2015	08/28/2015	EMERGENCY APPARATUS MAINT	\$2,074.98	STEVE LUKIN
08/27/2015	08/28/2015	EMERGENCY APPARATUS MAINT	\$1,583.04	STEVE LUKIN
08/27/2015	08/28/2015	EMERGENCY APPARATUS MAINT	\$2,247.01	STEVE LUKIN
09/02/2015	09/03/2015	COMCAST CABLE COMM	\$2.25	STEVE LUKIN
09/03/2015	09/03/2015	AIRGASS NORTH	\$28.47	STEVE LUKIN
08/24/2015	08/25/2015	SUPERSHUTTLE EXECUCARLAX	\$36.00	MIKE MARTIN
08/28/2015	09/01/2015	WESTIN HOTEL BONVNTR	\$798.30	MIKE MARTIN
08/31/2015	09/01/2015	AMERICAN PLANNING ASSOCI	\$430.00	MIKE MARTIN
08/26/2015	08/27/2015	STREICHER'S MO	\$82.45	BRIAN MICHELETTI
08/20/2015	08/24/2015	BOUND TREE MEDICAL LLC	\$38.80	MICHAEL MONDOR
08/21/2015	08/24/2015	STRYKER SALES CRP MED	\$883.73	MICHAEL MONDOR
08/28/2015	08/31/2015	BOUND TREE MEDICAL LLC	\$1,345.21	MICHAEL MONDOR
08/28/2015	08/31/2015	EVEREST EMERGENCY VEHICLE	\$239.16	MICHAEL MONDOR
08/28/2015	08/31/2015	PRIMARY PRODUCTS COMPA	\$875.00	MICHAEL MONDOR
08/28/2015	08/31/2015	MN EMS REG BOARD	\$632.00	MICHAEL MONDOR
08/31/2015	09/02/2015	BOUND TREE MEDICAL LLC	\$563.39	MICHAEL MONDOR
08/31/2015	09/02/2015	EVEREST EMERGENCY VEHICLE	\$197.22	MICHAEL MONDOR
09/01/2015	09/02/2015	ARROW INTERNATIONAL	\$1,109.05	MICHAEL MONDOR
09/01/2015	09/03/2015	BOUND TREE MEDICAL LLC	\$276.12	MICHAEL MONDOR
09/02/2015	09/03/2015	CENTURY COLLEGE-BO	\$2,433.00	MICHAEL MONDOR
09/02/2015	09/03/2015	FASTENAL COMPANY01	(\$34.00)	JOHN NAUGHTON
09/02/2015	09/03/2015	FASTENAL COMPANY01	\$34.00	JOHN NAUGHTON
08/21/2015	08/24/2015	UNIFORMS UNLIMITED INC.	\$86.94	MICHAEL NYE
08/26/2015	08/27/2015	HENRIKSEN ACE HARDWARE	\$64.15	JORDAN ORE
08/27/2015	08/28/2015	BROCK WHITE 180	\$106.68	ERICK OSWALD
08/27/2015	08/31/2015	MOGREN LANDSCAPING	\$54.60	ERICK OSWALD
08/26/2015	08/31/2015	FEDEXOFFICE 00006171	\$47.05	AMY PATRAW
08/20/2015	08/24/2015	METRO PRODUCTS INC	\$34.75	STEVEN PRIEM
08/21/2015	08/24/2015	NOTT COMPANY	\$31.66	STEVEN PRIEM
08/21/2015	08/24/2015	NOTT COMPANY	\$32.80	STEVEN PRIEM
08/21/2015	08/24/2015	EMERGENCY AUTOMOTIVE	\$98.53	STEVEN PRIEM
08/24/2015	08/25/2015	AUTO PLUS LITTLE CANADA	(\$64.16)	STEVEN PRIEM
08/24/2015	08/25/2015	NOTT COMPANY	\$42.35	STEVEN PRIEM
08/24/2015	08/25/2015	AUTO PLUS LITTLE CANADA	\$253.98	STEVEN PRIEM
08/25/2015	08/26/2015	FACTORY MTR PTS #1	\$172.80	STEVEN PRIEM
08/25/2015	08/26/2015	AUTO PLUS LITTLE CANADA	\$33.28	STEVEN PRIEM
08/25/2015	08/26/2015	AUTO PLUS LITTLE CANADA	\$36.85	STEVEN PRIEM

08/25/2015	08/26/2015	AN FORD WHITE BEAR LAK	\$204.23	STEVEN PRIEM
08/26/2015	08/27/2015	POMP'S TIRE #021	\$416.25	STEVEN PRIEM
08/26/2015	08/27/2015	FACTORY MTR PTS #1	\$83.96	STEVEN PRIEM
08/27/2015	08/31/2015	LARSONS AUTOMOTIVE OF MAP	\$52.69	STEVEN PRIEM
08/28/2015	08/31/2015	TRI-STATE BOBCAT	\$440.44	STEVEN PRIEM
08/28/2015	08/31/2015	AUTO PLUS LITTLE CANADA	\$45.84	STEVEN PRIEM
09/01/2015	09/02/2015	AN FORD WHITE BEAR LAK	\$396.27	STEVEN PRIEM
09/01/2015	09/02/2015	TRUCK UTILITIES INC ST PA	\$76.81	STEVEN PRIEM
09/01/2015	09/03/2015	TURFWERKS EAGAN	\$365.40	STEVEN PRIEM
09/02/2015	09/03/2015	AN FORD WHITE BEAR LAK	(\$73.96)	STEVEN PRIEM
09/02/2015	09/03/2015	FACTORY MTR PTS #1	\$47.76	STEVEN PRIEM
09/02/2015	09/03/2015	AUTO PLUS LITTLE CANADA	\$430.37	STEVEN PRIEM
09/02/2015	09/03/2015	EMERGENCY AUTOMOTIVE	\$76.30	STEVEN PRIEM
09/02/2015	09/03/2015	AN FORD WHITE BEAR LAK	\$53.25	STEVEN PRIEM
09/02/2015	09/03/2015	AN FORD WHITE BEAR LAK	\$521.48	STEVEN PRIEM
09/03/2015	09/04/2015	BAUER BUILT TIRE 18	\$500.70	STEVEN PRIEM
09/03/2015	09/04/2015	BRAKE AND EQUIPMENT WAREH	\$79.56	STEVEN PRIEM
08/21/2015	08/24/2015	THE HOME DEPOT 2801	\$14.91	KELLY PRINS
08/21/2015	08/24/2015	PROJECTORLAMPSWORLD	\$328.98	KELLY PRINS
08/21/2015	08/24/2015	HILLYARD INC MINNEAPOLIS	\$425.03	MICHAEL REILLY
08/29/2015	08/31/2015	THE HOME DEPOT 2801	\$41.97	MICHAEL REILLY
08/30/2015	08/31/2015	LES MILLS WEST COAST INC	\$34.95	LORI RESENDIZ
08/30/2015	09/01/2015	APPOINTMENT-PLUS/STORMSOU	\$39.00	LORI RESENDIZ
08/22/2015	08/24/2015	SCIENCE MUSEUM OF MN	\$300.00	AUDRA ROBBINS
08/28/2015	08/31/2015	TARGET 00011858	\$57.28	AUDRA ROBBINS
08/31/2015	09/01/2015	CTY OF EAGAN-PKRC ONLINE	\$288.00	AUDRA ROBBINS
09/01/2015	09/02/2015	TARGET 00006197	\$10.00	AUDRA ROBBINS
09/02/2015	09/04/2015	408432 OAKDALE 20	\$350.00	AUDRA ROBBINS
09/01/2015	09/02/2015	JOHN DEERE LANDSCAPES530	\$55.40	RICK RUIZ
08/24/2015	08/25/2015	WINNICK SUPPLY	\$838.78	ROBERT RUNNING
08/20/2015	08/24/2015	LILLIE SUBURBAN NEWSPAPER	\$293.55	DEB SCHMIDT
09/03/2015	09/04/2015	LILLIE SUBURBAN NEWSPAPER	\$128.25	DEB SCHMIDT
08/22/2015	08/26/2015	CINTAS 60A SAP	\$123.63	SCOTT SCHULTZ
08/22/2015	08/26/2015	CINTAS 60A SAP	\$128.55	SCOTT SCHULTZ
08/25/2015	08/27/2015	USA MOBILITY WIRELE	\$16.11	SCOTT SCHULTZ
08/25/2015	08/27/2015	ON SITE SANITATION INC	\$20.00	SCOTT SCHULTZ
08/20/2015	08/24/2015	OFFICE DEPOT #1090	\$84.62	FAITH SHEPPERD
09/02/2015	09/03/2015	COMCAST CABLE COMM	\$73.82	MICHAEL SHORTREED
08/21/2015	08/24/2015	IN *BIOBAG USA	\$532.80	CHRIS SWANSON
08/25/2015	08/27/2015	OFFICE DEPOT #1090	\$11.49	KAREN WACHAL
09/02/2015	09/03/2015	FASTENAL COMPANY01	\$8.62	JEFF WILBER
08/24/2015	08/26/2015	WAL-MART #3498	\$7.47	SUSAN ZWIEG
08/26/2015	08/27/2015	MEDICBATTERIES COM	\$174.00	SUSAN ZWIEG
08/27/2015	08/28/2015	DALCO ENTERPRISES, INC	\$193.37	SUSAN ZWIEG
09/02/2015	09/03/2015	DALCO ENTERPRISES, INC	\$48.82	SUSAN ZWIEG

\$55,648.40

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City of Maplewood

09/17/2015

Check	Date	Vendor	Description	Amount	
95791	09/22/2015	05114	BOLTON & MENK, INC.	PROJ 14-02 CNTY RD B TRAIL IMPRV	11,093.00
95792	09/22/2015	05215	CORESTRONG FITNESS LLC	SOCCER INSTRUCTION - FALL	1,150.00
95793	09/22/2015	05028	ENERGY ALTERNATIVES SOLAR, LLC	CITY HALL SOLAR SYSTEM LEASE-SEPT	397.00
	09/22/2015	05028	ENERGY ALTERNATIVES SOLAR, LLC	MCC SOLAR SYSTEM LEASE - SEPT	369.00
95794	09/22/2015	00687	HUGO'S TREE CARE INC	EMERGENCY RESPONES KOHLMAN AVE	1,250.00
95795	09/22/2015	00393	MN DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - AUG 23112123035	1,722.16
95796	09/22/2015	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - AUGUST	30,453.91
	09/22/2015	01337	RAMSEY COUNTY-PROP REC & REV	CAD SERVICES - AUGUST	5,824.07
	09/22/2015	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEES - AUGUST	458.64
	09/22/2015	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEES - AUGUST	427.44
95797	09/22/2015	01337	RAMSEY COUNTY-PROP REC & REV	ADMIN CHARGES FOR SPEC ASMTS	6,270.00
	09/22/2015	01337	RAMSEY COUNTY-PROP REC & REV	TIF ADMIN EXPENSES 2014	3,999.74
95798	09/22/2015	01546	SUBURBAN SPORTSWEAR	SHIRTS FOR CLINIC PROGRAMS	310.00
	09/22/2015	01546	SUBURBAN SPORTSWEAR	SHIRTS FOR CLINIC PROGRAMS	272.50
95799	09/22/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	6,721.18
	09/22/2015	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	1,217.11
	09/22/2015	01574	T A SCHIFSKY & SONS, INC	FILL SAND - MINNEHAHA REPAIR	206.06
95800	09/22/2015	04192	TRANS-MEDIC	EMS BILLING - JULY	4,275.00
95801	09/22/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,344.14
	09/22/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,082.11
	09/22/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	233.27
	09/22/2015	01190	XCEL ENERGY	FIRE SIRENS	51.82
95802	09/22/2015	00221	BROCK WHITE COMPANY, LLC.	CRACK SEALING MATERIALS	2,872.38
95803	09/22/2015	03130	CAMPBELL KNUTSON P.A.	CRIMINAL PROSECUTION - AUG	9,165.47
	09/22/2015	03130	CAMPBELL KNUTSON P.A.	DATA PRACTICES/BODY CAMERA-AUG	1,931.10
	09/22/2015	03130	CAMPBELL KNUTSON P.A.	CODE/ORDINANCE ENFORCEMENT-AUG	1,042.17
95804	09/22/2015	05564	CENTRAL FLORIDA RESTAURANTS	REFUND LIQUOR LICENSE	4,200.00
95805	09/22/2015	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	114.71
95806	09/22/2015	04345	DAHLEN, DWYER & FOLEY INC.	PROJ 15-16 BELLAIRE STREET IMPROV	2,500.00
95807	09/22/2015	00363	DLT SOLUTIONS, LLC	2015-2016 AUTODESK SUBSCRIPTION	5,850.18
95808	09/22/2015	05547	FOREST TO FLOOR HARDWOOD	REFINISH GYM FLOOR - WALKWAYS	3,800.00
95809	09/22/2015	04846	HEALTHEAST	MEDICAL SUPPLIES	1,390.61
95810	09/22/2015	05368	HEALTHEAST VEHICLE SERVICES	NEW BUILD SQUAD #943 - VEN #7910	10,161.75
	09/22/2015	05368	HEALTHEAST VEHICLE SERVICES	REMOVE EQUIP OLD SQUAD #943	272.50
	09/22/2015	05368	HEALTHEAST VEHICLE SERVICES	REPAIR REAR SEAT SQUAD #942	92.36
95811	09/22/2015	05476	JESSICA HUANG	KID CITY GRANT SERVICES 2015	937.50
95812	09/22/2015	00827	L M C I T	WORK COMP QTR OCT-DEC 2015	118,031.25
95813	09/22/2015	00846	LANGUAGE LINE SERVICES	PD PHONE-BASED INTERPRETIVE SRVS	35.21
95814	09/22/2015	00001	ONE TIME VENDOR	REIMB OLSON SPRINKLER SYS/MAILBOX	1,310.35
95815	09/22/2015	00001	ONE TIME VENDOR	REFUND J CARVELLI - LACROSSE	55.00
95816	09/22/2015	00001	ONE TIME VENDOR	REFUND CHAMPION PLUMBING-PERMIT	37.00
95817	09/22/2015	00001	ONE TIME VENDOR	REFUND ASPHALT DRIVEWAY-PERMIT	22.40
95818	09/22/2015	01261	PHYSIO-CONTROL, INC.	EMS REPORTING SOFTWARE - SEPT	738.67
95819	09/22/2015	05571	RACOM CORPORATION	STATIONS ALERTING SYSTEM	27,330.00
95820	09/22/2015	05570	RAPID RECOVERY INC. SAINT PAUL	TOW STOLEN MOTORCYCLE CN15022958	149.60
95821	09/22/2015	01359	REGAL AUTO WASH BILLING	VEHICLE WASHES - AUGUST	73.76
95822	09/22/2015	05569	RJ LEE GROUP, INC.	GUNSHOT RESIDUE ANALYSIS 15016488	1,009.05
95823	09/22/2015	02001	CITY OF ROSEVILLE	PHONE SERVICE - SEPTEMBER	2,757.70
95824	09/22/2015	01836	ST PAUL, CITY OF	ASPHALT	260.36
95825	09/22/2015	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - AUGUST	325.00
95826	09/22/2015	02159	WHITE BEAR AREA YMCA	MGMT & MARKETING SRVS MCC	29,482.00
95827	09/22/2015	05013	YALE MECHANICAL LLC	SUMMER HVAC MAINT - MCC	2,689.75
	09/22/2015	05013	YALE MECHANICAL LLC	SUMMER HVAC MAINT - FIRE STATION	485.75
37 Checks in this report.				<u>310,251.73</u>	

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
9/14/2015	MN State Treasurer	Drivers License/Deputy Registrar	108,359.04
9/14/2015	MN Dept of Natural Resources	DNR electronic licenses	471.50
9/14/2015	U.S. Treasurer	Federal Payroll Tax	99,508.16
9/14/2015	P.E.R.A.	P.E.R.A.	98,794.47
9/14/2015	Empower - State Plan	Deferred Compensation	30,402.00
9/15/2015	MN State Treasurer	Drivers License/Deputy Registrar	47,421.82
9/15/2015	US Bank Merchant Services	Credit Card Billing fee	89.35
9/15/2015	MN State Treasurer	State Payroll Tax	20,155.56
9/15/2015	MidAmerica	HRA Flex plan	13,916.74
9/15/2015	Labor Unions	Union Dues	2,205.27
9/16/2015	MN State Treasurer	Drivers License/Deputy Registrar	23,268.26
9/16/2015	Delta Dental	Dental Premium	654.43
9/17/2015	MN State Treasurer	Drivers License/Deputy Registrar	28,786.28
9/17/2015	Pitney Bowes	Postage	2,985.00
9/18/2015	MN State Treasurer	Drivers License/Deputy Registrar	15,778.62
9/18/2015	MN Dept of Natural Resources	DNR electronic licenses	360.00
9/18/2015	Optum Health	DCRP & Flex plan payments	1,036.73
			494,193.23

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	09/11/15	ABRAMS, MARYLEE	430.99	
	09/11/15	CARDINAL, ROBERT	430.99	
	09/11/15	JUENEMANN, KATHLEEN	430.99	
	09/11/15	KOPPEN, MARVIN	430.99	
	09/11/15	SLAWIK, NORA	489.68	
	09/11/15	COLEMAN, MELINDA	5,925.56	
	09/11/15	FUNK, MICHAEL	5,079.30	
	09/11/15	KNUTSON, LOIS	2,503.64	
	09/11/15	CHRISTENSON, SCOTT	2,143.57	
	09/11/15	JAHN, DAVID	2,242.00	
	09/11/15	BURLINGAME, SARAH	2,380.50	
	09/11/15	KNUTSON, ALEC	360.00	
	09/11/15	RAMEAUX, THERESE	3,283.59	
	09/11/15	BAUMAN, GAYLE	5,177.29	
	09/11/15	OSWALD, BRENDA	2,079.05	
	09/11/15	ANDERSON, CAROLE	640.42	
	09/11/15	DEBILZAN, JUDY	2,257.97	
	09/11/15	RUEB, JOSEPH	3,180.20	
	09/11/15	ARNOLD, AJLA	1,921.50	
	09/11/15	BEGGS, REGAN	1,803.21	
	09/11/15	HAAG, KAREN	4,860.99	
	09/11/15	LO, CHING	834.99	
	09/11/15	SCHMIDT, DEBORAH	3,248.90	
	09/11/15	SPANGLER, EDNA	1,212.22	
	09/11/15	CRAWFORD, LEIGH	1,942.77	
	09/11/15	LARSON, MICHELLE	2,020.38	
	09/11/15	MECHELKE, SHERRIE	1,221.44	
	09/11/15	MOY, PAMELA	1,616.30	
	09/11/15	OSTER, ANDREA	2,027.02	
	09/11/15	RICHTER, CHARLENE	1,133.02	
	09/11/15	VITT, SANDRA	1,101.82	
	09/11/15	WEAVER, KRISTINE	2,507.39	
	09/11/15	CORCORAN, THERESA	2,022.59	
	09/11/15	KVAM, DAVID	3,912.62	
	09/11/15	SCHNELL, PAUL	5,137.81	
	09/11/15	SHEA, STEPHANIE	1,593.17	
	09/11/15	SHEPPERD, FAITH	2,003.88	
	09/11/15	SHORTREED, MICHAEL	4,379.47	
	09/11/15	WYLIE, TAMMY	432.20	
	09/11/15	ABEL, CLINT	3,172.78	
	09/11/15	ALDRIDGE, MARK	3,542.17	
	09/11/15	BAKKE, LONN	3,419.27	
	09/11/15	BARTZ, PAUL	5,587.93	
	09/11/15	BELDE, STANLEY	3,704.43	
	09/11/15	BENJAMIN, MARKESE	3,434.39	
	09/11/15	BIERDEMAN, BRIAN	4,156.90	
	09/11/15	BUSACK, DANIEL	5,514.49	
	09/11/15	CARNES, JOHN	2,899.44	
	09/11/15	CROTTY, KERRY	3,986.42	
	09/11/15	DEMULLING, JOSEPH	3,391.68	
	09/11/15	DUGAS, MICHAEL	4,821.52	
	09/11/15	ERICKSON, VIRGINIA	3,385.94	

09/11/15	FISHER, CASSANDRA	1,987.64
09/11/15	FORSYTHE, MARCUS	3,018.35
09/11/15	FRITZE, DEREK	4,611.39
09/11/15	GABRIEL, ANTHONY	3,462.27
09/11/15	HAWKINSON JR, TIMOTHY	3,066.73
09/11/15	HER, PHENG	3,004.33
09/11/15	HIEBERT, STEVEN	3,792.13
09/11/15	HOEMKE, MICHAEL	2,415.89
09/11/15	HOFMEISTER, TIMOTHY	503.75
09/11/15	JAMES JR, JUSTIN	464.00
09/11/15	JASKOWIAK, AMANDA	360.00
09/11/15	JOHNSON, KEVIN	4,013.96
09/11/15	KONG, TOMMY	3,140.10
09/11/15	KREKELER, NICHOLAS	1,000.19
09/11/15	KROLL, BRETT	3,215.84
09/11/15	LANGNER, SCOTT	3,129.33
09/11/15	LANGNER, TODD	3,066.73
09/11/15	LYNCH, KATHERINE	3,004.33
09/11/15	MARINO, JASON	3,533.06
09/11/15	MCCARTY, GLEN	3,706.30
09/11/15	METRY, ALESIA	6,039.24
09/11/15	MICHELETTI, BRIAN	3,699.99
09/11/15	MULVIHILL, MARIA	2,415.60
09/11/15	NYE, MICHAEL	3,677.79
09/11/15	OLDING, PARKER	2,330.22
09/11/15	OLSON, JULIE	3,129.33
09/11/15	PARKER, JAMES	3,046.02
09/11/15	PATRAW, AMY	478.50
09/11/15	PETERSON, JARED	2,045.61
09/11/15	REZNY, BRADLEY	5,779.68
09/11/15	SCHOEN, ZACHARY	2,597.18
09/11/15	SLATER, BENJAMIN	238.70
09/11/15	STEINER, JOSEPH	3,253.69
09/11/15	SYPNIEWSKI, WILLIAM	3,066.73
09/11/15	TAUZELL, BRIAN	3,004.33
09/11/15	THEISEN, PAUL	3,300.09
09/11/15	THIENES, PAUL	3,677.79
09/11/15	VANG, PAM	2,086.20
09/11/15	WENZEL, JAY	3,172.78
09/11/15	XIONG, KAO	3,172.78
09/11/15	ZAPPA, ANDREW	2,045.61
09/11/15	ANDERSON, BRIAN	154.33
09/11/15	BAHL, DAVID	450.00
09/11/15	BASSETT, BRENT	575.51
09/11/15	BAUMAN, ANDREW	2,829.57
09/11/15	BEITLER, NATHAN	617.28
09/11/15	BOURQUIN, RON	1,234.80
09/11/15	CAPISTRANT, JACOB	231.49
09/11/15	CAPISTRANT, JOHN	588.75
09/11/15	COREY, ROBERT	462.99
09/11/15	CRAWFORD - JR, RAYMOND	3,222.62
09/11/15	DABRUZZI, THOMAS	2,609.36
09/11/15	DAWSON, RICHARD	1,702.38
09/11/15	EVERSON, PAUL	3,315.18
09/11/15	HAGEN, MICHAEL	308.64
09/11/15	HALE, JOSEPH	180.00
09/11/15	HALWEG, JODI	2,896.03
09/11/15	HAWTHORNE, ROCHELLE	4,241.10
09/11/15	HUTCHINSON, JAMES	480.00
09/11/15	IMM, TRACY	289.36
09/11/15	JANSEN, CHAD	102.89
09/11/15	JUREK, GREGORY	308.66
09/11/15	KANE, ROBERT	750.00

09/11/15	KARRAS, JAMIE	51.44
09/11/15	KERSKA, JOSEPH	1,115.66
09/11/15	KONDER, RONALD	620.53
09/11/15	KUBAT, ERIC	3,546.41
09/11/15	LINDER, TIMOTHY	4,136.40
09/11/15	LOCHEN, MICHAEL	565.96
09/11/15	MERKATORIS, BRETT	154.33
09/11/15	MONDOR, MICHAEL	4,353.85
09/11/15	MONSON, PETER	308.66
09/11/15	MORGAN, JEFFERY	27.86
09/11/15	NEILY, STEVEN	826.26
09/11/15	NIELSEN, KENNETH	195.00
09/11/15	NOVAK, JEROME	3,025.17
09/11/15	NOWICKI, PAUL	83.59
09/11/15	OLSON, JAMES	3,805.39
09/11/15	OPHEIM, JOHN	712.50
09/11/15	PACHECO, ALPHONSE	514.44
09/11/15	PARROW, JOSHUA	360.09
09/11/15	PETERSON, MARK	615.00
09/11/15	PETERSON, ROBERT	3,178.44
09/11/15	POWERS, KENNETH	643.02
09/11/15	RANGEL, DERRICK	308.66
09/11/15	RANK, PAUL	617.32
09/11/15	RICE, CHRISTOPHER	379.38
09/11/15	RODRIGUEZ, ROBERTO	462.97
09/11/15	SEDLACEK, JEFFREY	3,805.39
09/11/15	STREFF, MICHAEL	1,740.19
09/11/15	SVENDSEN, RONALD	4,940.51
09/11/15	GERVAIS-JR, CLARENCE	2,186.66
09/11/15	ZWIEG, SUSAN	1,238.02
09/11/15	CORTESI, LUANNE	1,880.69
09/11/15	SINDT, ANDREA	2,654.60
09/11/15	BRINK, TROY	2,532.67
09/11/15	BUCKLEY, BRENT	2,300.27
09/11/15	DEBILZAN, THOMAS	1,726.64
09/11/15	EDGE, DOUGLAS	2,801.66
09/11/15	JONES, DONALD	2,302.49
09/11/15	MEISSNER, BRENT	2,300.27
09/11/15	NAGEL, BRYAN	3,803.10
09/11/15	OSWALD, ERICK	2,364.52
09/11/15	RUIZ, RICARDO	1,902.67
09/11/15	RUNNING, ROBERT	2,532.67
09/11/15	TEVLIN, TODD	2,300.27
09/11/15	BURLINGAME, NATHAN	2,463.20
09/11/15	DUCHARME, JOHN	2,915.03
09/11/15	ENGSTROM, ANDREW	2,935.88
09/11/15	JAROSCH, JONATHAN	3,287.59
09/11/15	LINDBLOM, RANDAL	3,370.16
09/11/15	LOVE, STEVEN	3,929.31
09/11/15	THOMPSON, MICHAEL	5,152.44
09/11/15	ZIEMAN, SCOTT	128.00
09/11/15	JANASZAK, MEGHAN	1,985.97
09/11/15	KONEWKO, DUWAYNE	4,922.81
09/11/15	HAMRE, MILES	1,989.40
09/11/15	HAYS, TAMARA	1,902.67
09/11/15	HINNENKAMP, GARY	2,509.60
09/11/15	NAUGHTON, JOHN	2,308.91
09/11/15	NORDQUIST, RICHARD	2,287.20
09/11/15	ORE, JORDAN	1,902.67
09/11/15	BIESANZ, OAKLEY	1,662.08
09/11/15	DEAVER, CHARLES	588.73
09/11/15	GERNES, CAROLE	424.39
09/11/15	HAYMAN, JANET	1,240.82

09/11/15	HUTCHINSON, ANN	2,845.81	
09/11/15	SOUTTER, CHRISTINE	323.75	
09/11/15	WACHAL, KAREN	1,022.49	
09/11/15	GAYNOR, VIRGINIA	3,478.53	
09/11/15	HOIER, KARA	948.46	
09/11/15	JOHNSON, ELIZABETH	1,580.11	
09/11/15	KROLL, LISA	2,092.37	
09/11/15	FINWALL, SHANN	3,518.07	
09/11/15	LORENZ, DANIELA	986.25	
09/11/15	MARTIN, MICHAEL	3,338.93	
09/11/15	BRASH, JASON	2,855.88	
09/11/15	CARVER, NICHOLAS	4,473.03	
09/11/15	SWAN, DAVID	2,939.57	
09/11/15	SWANSON, CHRIS	1,951.57	
09/11/15	WEIDNER, JAMES	1,760.00	
09/11/15	WELLENS, MOLLY	2,918.37	
09/11/15	BJORK, BRANDON	1,120.00	
09/11/15	BRENEMAN, NEIL	2,533.34	
09/11/15	DIEZ, ANTONIO	30.00	
09/11/15	ETTER, LAURA	49.00	
09/11/15	GUENTHER, THOMAS	720.00	
09/11/15	JACOBS, ROCHELLE	195.00	
09/11/15	KONEWKO, QUINN	198.00	
09/11/15	LARSON, KATELYN	740.00	
09/11/15	LARSON, MARIAH	578.25	
09/11/15	MOUA, CHEE	60.00	
09/11/15	ROBBINS, AUDRA	3,570.21	
09/11/15	RYCHLICKI, NICHOLE	760.00	
09/11/15	SIEVERT, ALEXIS	72.00	
09/11/15	TAYLOR, JAMES	3,400.88	
09/11/15	VUKICH, CANDACE	761.50	
09/11/15	ZILLEY, MATTHEW	45.00	
09/11/15	ADAMS, DAVID	2,188.84	
09/11/15	HAAG, MARK	2,532.67	
09/11/15	JENSEN, JOSEPH	1,815.47	
09/11/15	SCHULTZ, SCOTT	3,856.84	
09/11/15	WILBER, JEFFREY	1,909.45	
09/11/15	BARAHONA, FREYA	387.00	
09/11/15	CRANDALL, KRISTA	56.70	
09/11/15	DIONNE, ANN	682.52	
09/11/15	EVANS, CHRISTINE	2,049.32	
09/11/15	GIBSON, CHRISTINE	2,101.78	
09/11/15	HOFMEISTER, MARY	1,311.11	14.09
09/11/15	KRECH, TRAVIS	362.25	
09/11/15	KUHN, MATTHEW	256.50	
09/11/15	O'CONNER, TERRINA	438.63	
09/11/15	RUZICHKA, JANICE	270.00	
09/11/15	SKRYPEK, JOSHUA	622.14	
09/11/15	SMITH, CORTNEY	215.00	
09/11/15	ST SAUVER, CRAIG	399.01	
09/11/15	WISTL, MOLLY	625.14	
09/11/15	BAUDE, SARAH	28.12	
09/11/15	BEAR, AMANDA	110.25	
09/11/15	BUTLER, ANGELA	73.00	
09/11/15	DEMPSEY, BETH	452.63	
09/11/15	ERICKSON-CLARK, CAROL	37.50	
09/11/15	GRUENHAGEN, LINDA	261.34	
09/11/15	GUSTAFSON, BRENDA	72.00	
09/11/15	HAASCH, ANGELA	123.50	
09/11/15	HOLMBERG, LADONNA	153.76	
09/11/15	JOHNSON, BARBARA	419.46	
09/11/15	LAMSON, ELIANA	27.38	
09/11/15	MCKILLOP, AMANDA	214.52	

	09/11/15	MUSKAT, JULIE	68.26	
	09/11/15	NITZ, CARA	358.05	
	09/11/15	OHS, CYNTHIA	174.38	
	09/11/15	RANEY, COURTNEY	348.51	
	09/11/15	RESENDIZ, LORI	2,809.47	
	09/11/15	RICHTER, DANIEL	114.90	
	09/11/15	ROLLERSON, TERRANCE	45.57	
	09/11/15	SCHERER, KATHLENE	164.14	
	09/11/15	SCHREIER, ROSEMARIE	206.52	
	09/11/15	SMITH, ANN	166.40	
	09/11/15	SMITH, JEROME	135.25	
	09/11/15	SMITLEY, SHARON	228.81	
	09/11/15	TREPANIER, TODD	354.58	
	09/11/15	TRUONG, CHAU	42.00	
	09/11/15	TUPY, MARCUS	48.00	
	09/11/15	WAGNER, JODY	290.00	
	09/11/15	WAKEM, CAITLYN	36.00	
	09/11/15	YANG, JUDY	100.00	
	09/11/15	BILJAN, MERANDA	144.00	
	09/11/15	BOSLEY, CAROL	144.00	
	09/11/15	BUTLER-MILLER, JADE	72.00	
	09/11/15	CHRISTAL, JENNIFER	90.00	
	09/11/15	ELLISON, LELIA	191.25	
	09/11/15	FRANZMEIER, EILEEN	118.75	
	09/11/15	LANGER, CHELSEA	61.75	
	09/11/15	AUSTIN, CATHERINE	254.25	
	09/11/15	CRAWFORD, SHAWN	468.75	
	09/11/15	CRAYNE, WILLIAM	195.75	
	09/11/15	DOUGLASS, TOM	2,127.67	
	09/11/15	DUNKEL, TYLER	182.25	
	09/11/15	HEINTZ, JOSHUA	218.25	
	09/11/15	KRECH, ELAINE	729.96	
	09/11/15	LOONEY, RAYJEANIA	108.00	
	09/11/15	MAIDMENT, COLIN	714.92	
	09/11/15	MALONEY, SHAUNA	11.25	
	09/11/15	PRINS, KELLY	2,003.88	
	09/11/15	REILLY, MICHAEL	2,059.39	
	09/11/15	STEFFEN, MICHAEL	108.00	
	09/11/15	COUNTRYMAN, BRENDA	1,207.00	
	09/11/15	PRIEM, STEVEN	2,585.69	
	09/11/15	WOEHRLE, MATTHEW	2,541.57	
	09/11/15	XIONG, BOON	1,665.09	
	09/11/15	BERGO, CHAD	3,534.47	626.69
	09/11/15	FOWLDS, MYCHAL	4,296.38	
	09/11/15	FRANZEN, NICHOLAS	3,212.56	
9995537	09/11/15	GRANADOS, ERWIN	75.00	
9995538	09/11/15	MADSEN, JEFFREY	60.00	
9995539	09/11/15	AUBUCHON, IMAGINARA	172.50	
			516,516.75	

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, City Engineer/Public Works Director

DATE: September 22, 2015

SUBJECT: Approval of Resolution Adopting Cooperative Agreement No. 1001178 with MnDOT, McKnight/T.H.94 Signal Replacements, City Project 15-12

Introduction

The council will consider approving a cooperative agreement that outlines Maplewood's responsibility and cost share as part of this MnDOT led project.

Background / Discussion

In the 2016-17 timeframe MnDOT is proposing repaving both east and west bound lanes of Trunk Highway 94 from Mounds Blvd in St. Paul to Century Avenue in Maplewood. During the analysis of the major project other needs were identified by MnDOT such as traffic signal replacement at McKnight/Hudson Rd (near 3M) and McKnight/Hudson Place (entrance/exit to Brookview neighborhood). The signal replacements would occur during a similar timeframe to the repaving of I-94.

St. Paul and Ramsey County are entering into the same agreement which stipulates responsibilities and cost allocations for these two signal replacements. Local units of government have a share of the traffic signal project costs typically based on ownership of legs of the intersection. In this case Maplewood does not own or maintain legs of either signal however since the Brookview neighborhood and 3M for example have direct connections onto the frontage roads/ramps there is some benefit received and an equitable cost share was determined using local direct connect traffic counts.

In discussions with MnDOT they will reciprocate this model if benefit is received from a local improvement for example. Discussion on the determination of benefit and how best to determine cost share would occur on a project by project basis.

Budget Impact

Maplewood has only a minor share of the overall project cost. The lump sum amount payable to MnDOT is \$34,611.30. This is based on covering a 35% cost share of the east leg of the McKnight/Hudson Road signal (or just under 9% of that total signal cost of \$250,000.00) equating to \$22,111.30; and 20% of the east leg of the McKnight/Hudson Place signal (equating to 5% of that \$250,000.00 signal cost) or approximately \$12,500.00.

The signal improvement adjacent to 3M fall within the 3M TIF district because it is within public right of way adjacent to the parcel. Therefore \$22,111.30 would be slated to qualify from the TIF district proceeds while the remaining \$12,500.00 would come from the Street Light Fund of which a portion will be from reduced expenditures out of the Street Light Fund operation budget in 2015.

Recommendation

It is recommended that the City Council approve the attached Resolution Adopting Cooperative Agreement No. 1001178 with MnDOT, McKnight/T.H.94 Signal Replacements, City Project 15-12, and authorize the mayor and city manager to sign said agreement and any amendments.

Attachments

1. Resolution
2. Cooperative Agreement

**CITY OF MAPLEWOOD
RESOLUTION**

WHEREAS the City of Maplewood is entering a cost share agreement with the State of Minnesota, Department of Transportation based on direct local connections to the MnDOT owned and maintained frontage roads/ramps that are served by two traffic signals proposed for replacement based on local benefit as determined by local traffic counts, and

IT IS RESOLVED that the City of Maplewood enter into MnDOT Agreement No. 1001178 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the Signal, Emergency Pre-Emption (EVP) and State Furnished Materials (SFM) for Signal Systems "K" and "L" construction and other associated construction to be performed upon, along and adjacent to the Trunk Highway No. 94 / McKnight Road interchange under State Project No. 6283-234 (T.H. 94=392), City of Maplewood Project 15-12.

IT IS FURTHER RESOLVED that the Mayor and City Manager are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Maplewood at an authorized meeting held on the 28th day of September, 2015, as shown by the minutes of the meeting in my possession.

Signature

Print Name

Title

Subscribed and sworn to before me this
_____ day of _____, 2015

Notary Public _____

My Commission Expires _____

Notary Stamp:

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF MAPLEWOOD
And
CITY OF ST. PAUL
And
RAMSEY COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.): State Project Number (S.P.): Trunk Highway Number (T.H.): State Aid Project (S.A.P.): State Aid Project (S.A.P.): Federal Project Number:	<u>6283-234</u> <u>6283-233</u> <u>94=392</u> <u>6221-100</u> <u>61=102</u> <u>6220-82</u> <u>61=104</u> <u>6227-84</u> <u>120=117</u> <u>8282-119</u> <u>94=392</u> <u>164-215-014</u> <u>164-216-020</u> <u>164-020-137</u> <u>164-151-009</u> <u>062-668-051</u> <u>062-668-053</u> <u>138-020-041</u> <u>NHPP-I940(018)</u>	Estimated Amount Receivable Ramsey County <u>\$245,270.98</u> Estimated Amount Receivable City of St. Paul <u>\$138,890.98</u> Estimated Amount Receivable City of Maplewood <u>\$34,611.30</u>
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Signal System ID	39342 System "A" T. H. 61 at T. H. 5 W. Jct. (7 th Street E.) 39341 System "B" T. H. 61 at T. H. 94 Ramps/6 th Street E. 39067 System "C" T. H. 61 at Kellogg Blvd./3 rd Street E. 39352 System "D" T. H. 94 S. Ramp at C.S.A.H. 65 (White Bear Avenue) 39351 System "E" T. H. 94 N. Ramp at C.S.A.H. 65 (White Bear Avenue) 39354 System "F" T. H. 94 S. Ramp at N. Ruth Street 39353 System "G" Old Hudson Road at N. Ruth Street 21343 System "H" T. H. 94 S. Ramp at T. H. 120 (Century Avenue) 21344 System "I" T. H. 94 N. Ramp at T. H. 120 (Century Avenue) 21432 System "J" T. H. 120 (Century Avenue N.) at Innovation Blvd. 21342 System "K" T. H. 94 S. Ramp at C.S.A.H. 65 (McKnight Road) 21341 System "L" T. H. 94 N. Ramp at C.S.A.H. 65 (McKnight Road)
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This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Maplewood acting through its City Council ("Maplewood"), the City of St. Paul acting through its City Council ("St. Paul"), and Ramsey County acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous and concrete surfacing, ADA improvements, bridge, signal, lighting, and TMS construction and other associated construction upon, along and adjacent to Trunk Highway No. 94 from 795 feet east of Mounds Boulevard to 1,900 feet east of Century Avenue and on Trunk Highway No. 61 from 1,050 feet north of Burns Avenue to Trunk Highway No. 5 (7th Street East), and on Trunk Highway No. 120 from 48 feet south of Brookview Drive to 4th Street North according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 6283-234 (T.H. 94=392)("Project"); and
2. The State requests Maplewood to participate in the costs of Signal, Emergency Pre-Emption (EVP) and State Furnished Materials (SFM) for Signal Systems "K" and "L" construction and Maplewood is willing to participate in the costs of said construction and associated construction engineering in the amount of \$34,611.30; and
3. The State requests St. Paul to participate in the costs of the McKnight Trail, Signal System "G" and ADA intersection improvements, Fiber Optic Interconnect, Signal, EVP and SFM for Signal System "K" construction and St. Paul is willing to participate in the costs of said construction and associated construction engineering in the amount of \$138,890.98; and
4. The State requests the County to participate in the costs of the McKnight Trail, Fiber Optic Interconnect, Signal, EVP and SFM for Signal Systems "K" and "L" construction and the County is willing to participate in the costs of said construction and associated construction engineering in the amount of \$245,270.98; and
5. Maplewood, St. Paul, the County, and the State wish to define their respective power, operation, and maintenance responsibilities for the revised Traffic Control Signal Systems (Systems "A" through "J") and the new Traffic Control Signal Systems (Systems "K" and "L"); and
6. Existing agreements for revised Systems "A" through "J" addressing the power, operation, and maintenance terms for those Traffic Control Signal Systems will remain in full force and effect; and
7. Maplewood, St. Paul, the County, and the State will participate in the respective power, operation, and maintenance responsibilities for the new Traffic Control Signals (Signal Systems) including Emergency Vehicle Pre-emption ("EVP Systems") and for the new Interconnect (Interconnect) on Trunk Highway No. 94 S. Ramp at County State Aid Highway No. 65 (McKnight Road) (System "K") and Trunk Highway No. 94 N. Ramp at County State Aid Highway No. 65 (McKnight Road) (System "L") in the cities of Maplewood and St. Paul; and
8. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

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

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by Maplewood and St. Paul; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure. The terms and conditions set forth in Article 4. Signal Systems, EVP Systems and Interconnect – Power, Operation, and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 6283-234 (T.H. 94=392) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")

2. Construction by the State

2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. **Direction, Supervision and Inspection of Construction.**

A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

B. **Inspection by the County, Maplewood, and St. Paul.** The County, Maplewood, and St. Paul participation construction covered under this Agreement will be open to inspection by the County, Maplewood, and St. Paul. If the County, Maplewood, or St. Paul believe their respective participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County, Maplewood, or St. Paul will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County, Maplewood, or St. Paul are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County, Maplewood, and St. Paul participation construction covered under this Agreement.

2.3. **Plan Changes, Additional Construction, Etc.**

A. The State will make changes in the Project Plans and contract construction, which may include the County, Maplewood, and St. Paul participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate County, Maplewood, and St. Paul official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the County, Maplewood, or St. Paul participation construction covered under this Agreement.

B. The County, Maplewood, or St. Paul may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. **Right-of-Way.** This Agreement does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become subject to Section 4(f) of the Federal Aid Highway Act of 1968 for the shared-use path and/or non-motorized pedestrian trails constructed under the this construction contract.

2.5. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.6. **Permits**

Limited Use Permit. Maplewood and St. Paul will obtain, through the District's Right of Way Area Manager, Limited Use Permits LUP # 6283-0075 and LUP # 6283-0074 respectively to cover the liability responsibilities of the non-motorized pedestrian trails to be constructed upon the State right-of-way.

3. Maintenance by Maplewood and St. Paul.

Upon completion of the project, Maplewood and St. Paul will provide the following without cost or expense to the State:

- 3.1. Sidewalks.** Maplewood and St. Paul maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps within their respective city limits. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.2. Shared Use Paths.** Maplewood and St. Paul maintenance of any shared use paths construction within their respective city limits. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the shared use paths in a safe and usable condition. Maintenance shall be consistent with Limited Use Permits LUP # 6283-0075 and LUP # 6283-0074.
- 3.3. Noise Walls.** Maplewood and St. Paul maintenance of the non-highway side of any noise wall construction within their respective city limits. Maintenance includes vegetation control, graffiti removal on the non-highway side and any other maintenance activities necessary to perpetuate the walls in a safe, usable and aesthetically acceptable condition.

4. Signal Systems, EVP Systems, and Interconnect Power - Operation, and Maintenance

Power, operation, and maintenance responsibilities will be as follows for the new Signal Systems including EVP Systems and for the new Interconnect on Trunk Highway No. 94 S. Ramps at County State Aid Highway No. 65 (McKnight Road) (System "K") and Trunk Highway No. 94 N. Ramps at County State Aid Highway No. 65 (McKnight Road) (System "L").

4.1 (System "K"), Trunk Highway No. 94 S. Ramps at County State Aid Highway No. 65 (McKnight Road).

- A. Power.** St. Paul will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.

B. Minor Luminaire Maintenance.

The County will provide for the following at its own cost:

Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

C. Minor Signal System Maintenance.

The County will provide for the following at its own cost:

- i.** Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual, fails, or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
- ii.** Clean the Signal System controller cabinet and service cabinet exteriors.
- iii.** Clean the Signal Systems and luminaire mast arm extensions.

D. Major Signal System Maintenance

The State will provide for the following at its own cost:

- i. **Interconnect, Other Maintenance, and Timing.** Maintain the interconnect (between System "K" and System "L") and signing, and perform all other Signal System and signal pole luminaire circuit maintenance. All Signal System timing will be determined by the State.
- ii. **Locating.** Perform Gopher State One Call Locating for System "K"; and for the interconnect between System "K" and System "L".
- iii. **EVP System Operation.** The EVP System will be operated, maintained, and removed according to the following conditions and requirements:

All maintenance of the EVP System will be done by State forces.

Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. Maplewood, St. Paul, and the County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

Malfunction of the EVP System must be reported to the State immediately.

In the event the EVP System or EVP components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after Maplewood, St. Paul, and the County receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

All timing of the EVP System will be determined by the State.

4.2 (System "L"), Trunk Highway No. 94 N. Ramps at County State Aid Highway No. 65 (McKnight Road)

- A. **Power.** The County will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.

- B. **Minor Luminaire Maintenance.**

The County will provide for the following at its own cost:

Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

- C. **Minor Signal System Maintenance.**

The County will provide for the following at its own cost:

- i. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual, fails, or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
- ii. Clean the Signal System controller cabinet and service cabinet exteriors.
- iii. Clean the Signal Systems and luminaire mast arm extensions.

- D. **Major Signal System Maintenance**

The State will provide for the following at its own cost:

- i. **Interconnect, Other Maintenance, and Timing.** Maintain the interconnect (between System "L" and System "K") and signing, and perform all other Signal System and signal pole luminaire circuit maintenance. All Signal System timing will be determined by the State.

- ii. **Locating.** Perform Gopher State One Call Locating for System "L"; and for the interconnect between System "L" and System "K".
- iii. **EVP System Operation.** The EVP System will be operated, maintained, and removed according to the following conditions and requirements:

All maintenance of the EVP System will be done by State forces.

Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. Maplewood, St. Paul, and the County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

Malfunction of the EVP System must be reported to the State immediately.

In the event the EVP System or EVP components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after Maplewood, St. Paul, and the County receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

All timing of the EVP System will be determined by the State.

As owner of the Right-of Way Signal Systems "K" and "L" are located on, the State reserves the right to schedule future Signal and EVP System removal, replacement, and relocation.

4.3 Right of Way Access. Each party authorizes the other party to enter upon their respective public right of way to perform the maintenance activities described in this Agreement.

4.4 Related Agreements.

- i. This agreement will supersede the EVP System operation, revision, maintenance, and removal terms of Agreement No. 1629-R, dated May 3, 1978 between Maplewood and the State for the intersections of Trunk Highway No. 94 North Frontage Road/Hudson Road at County State Aid Highway No. 65 (McKnight Road) and Trunk Highway No. 94 South Frontage Road/Hudson Place-Burns Avenue at County State Aid Highway No. 65 (McKnight Road).
- ii. This agreement will supersede and terminate Agreement No. 61949, dated March 7, 1984 between Maplewood and the State for the intersections of Trunk Highway No. 94 North Frontage Road/Hudson Road at County State Aid Highway No. 65 (McKnight Road) and Trunk Highway No. 94 South Frontage Road/Hudson Place-Burns Avenue at County State Aid Highway No. 65 (McKnight Road).

5. County, Maplewood, and St. Paul Cost and Payment by the County, Maplewood, and St. Paul

- 5.1. **County Cost.** \$245,270.98 (\$227,102.76 construction and \$18,168.22 construction engineering) is the County's full and complete lump sum cost for trail, interconnect, and signal, and EVP construction and State Furnished Materials and associated construction engineering.
- 5.2. **Maplewood Cost.** \$34,611.30 (\$32,047.50 construction and \$2,563.80 construction engineering) is Maplewood's full and complete lump sum cost for signal, and EVP construction and State Furnished Materials and associated construction engineering.
- 5.3. **St. Paul Cost.** \$138,890.98 (\$128,602.76 construction and \$10,288.22 construction engineering) is St. Paul's full and complete lump sum cost for trail, ADA intersection improvements, interconnect, and signal, and EVP construction and State Furnished Materials and associated construction engineering.

5.4. Conditions of Payment. The County, Maplewood, and St. Paul will pay the State the full and complete lump sum amounts after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the County, Maplewood, and St. Paul.
- B. The County, Maplewood, and St. Paul's receipt of a written request from the State for the advancement of funds

6. Authorized Representatives

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

6.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The County's Authorized Representative will be:

Name/Title: Julie Kleinschmidt, County Manager (or successor)
Name/Title: Jim Tolaas, Director of Public Works/County Engineer (or successor)
Name/Title: Joe Lux, Senior Planner County Public Works (or successor)
Address: 1425 Paul Kirkwood Drive, Arden Hills, MN 55112-3933
Telephone: (651) 266-7114

6.3. Maplewood's Authorized Representative will be:

Name/Title: Michael Thompson, P.E. Director of Public Works/City Engineer (or successor)
Address: 1902 County Road B East, Maplewood, MN 55109
Telephone: (651) 249-2403

6.4. St. Paul's Authorized Representative will be:

Name/Title: Brian P. Vitek, P.E. Civil Engineer IV, Department of Public Works (or successor)
Address: 800 City Hall Annex, 25 W. Fourth Street, St. Paul, MN 55102
Telephone: (651) 266-6214
E-Mail: Brian.vitek@ci.stpaul.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County, Maplewood, and St. Paul. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

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

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

9. Nondiscrimination

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

10. State Audits

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

11. Government Data Practices

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

12. Governing Law; Jurisdiction; Venue

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

13. Termination; Suspension

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

13.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the County, Maplewood, and St. Paul.

13.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

14. Force Majeure

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

[The remainder of this page has been intentionally left blank]

RAMSEY COUNTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

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

MKS

MAPLEWOOD

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

ST. PAUL

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

Recommended for Approval:

By: _____
(Director of Public Works)

Approved as to form and execution:

By: _____
(Assistant City Attorney)

By: _____
(Mayor)

Date: _____

By: _____
(Director of Finance & Management Services)

Date: _____

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

CITY OF MAPLEWOOD

RESOLUTION

IT IS RESOLVED that the City of Maplewood enter into MnDOT Agreement No. 1001178 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the Signal, Emergency Pre-Emption (EVP) and State Furnished Materials (SFM) for Signal Systems "K and "L" construction and other associated construction to be performed upon, along and adjacent to the Trunk Highway No. 94 / McKnight Road interchange under State Project No. 6283-234 (T.H. 94=392)..

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Maplewood at an authorized meeting held on the _____ day of _____, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2015

Notary Public _____

My Commission Expires _____

**NOTARY
STAMP**

(Signature)

(Type or Print Name)

(Title)

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, City Engineer/Public Works Director
Michael Martin, Economic Development Coordinator

DATE: September 14, 2015

SUBJECT: Approval of Community Development Block Grant Program Agreement with Ramsey County, Gladstone Improvements Phase 2, City Project 14-01

Introduction

The council will consider approving an agreement with Ramsey County in order to receive grant funding in the amount of \$250,000.00 for the Gladstone Improvements.

Background / Discussion

In February 2015 the City of Maplewood submitted an application through Ramsey County in order to secure funding through the Community Development Block Grant Program. The City subsequently was selected to receive \$250,000.00 to utilize for infrastructure improvements supporting the Villages at Frost-English redevelopment improvements near the intersection of English Street and Frost Avenue.

The City must enter into an agreement with Ramsey County in order for the City to draw on the awarded funds.

Budget Impact

There is no budget impact. The \$250,000.00 grant award was already adopted as a revenue source in the approved budget plan.

Recommendation

It is recommended that the council approve the Community Development Block Grant Program Agreement with Ramsey County for the Gladstone Phase 2 Improvements, City Project 14-01, and authorize the mayor and city manager to sign said agreement.

Attachments

1. Agreement

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

AGREEMENT

between

**THE RAMSEY COUNTY HOUSING and REDEVELOPMENT AUTHORITY
A POLITICAL SUBDIVISION OF THE STATE OF MINNESOTA**

AND

**CITY OF MAPLEWOOD
A MUNICIPAL CORPORATION**

This agreement entered into this ____ day of _____, 2015, between the **RAMSEY COUNTY HOUSING & REDEVELOPMENT AUTHORITY**, a political subdivision of the State of Minnesota (hereinafter referred to as the "AUTHORITY"), and **CITY OF MAPLEWOOD**, a municipal corporation (hereinafter referred to as the "GRANTEE").

RECITALS

- A. The AUTHORITY is an urban county applicant for block grant funds under the Housing and Community Development Act, 42 U.S.C. §§ 5301-5321 (Act), and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (H.U.D.) at 24 C.F.R., pt. 570;
- B. An Urban County Consortium has been established by a Joint Cooperation Agreement between the AUTHORITY and municipal corporations within Ramsey County, the terms of which specify allocation of block grant funds to those participating jurisdictions for use in accordance with the County Housing Assistance and Community Development Plans accepted by participating jurisdictions and reviewed by H.U.D.;
- C. The AUTHORITY desires to have certain work or services performed by the GRANTEE as described within this agreement, and as authorized by Resolutions of the Ramsey County Housing and Redevelopment Authority Board for the purpose of implementing eligible activities under the Act and H.U.D. regulations;

- D. It is appropriate and mutually desirable that the GRANTEE be designated by the AUTHORITY to undertake the aforementioned eligible activities, so long as the requirements of the Act, H.U.D. regulations, state law, and local law are adhered to, as provided for herein;
- E. The purpose of this Agreement is to provide for cooperation between the AUTHORITY and the GRANTEE, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this Agreement by the Laws of the State of Minnesota;
- G. The attached exhibits as listed below are hereby incorporated in this agreement and made a part hereof: Application dated March 25, 2015.
- H. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

PART 1. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties shall consist of: the signature page; the general conditions; the federal, state, and local program requirements; the evaluation and record keeping requirements; Attachment A; each and every project exhibit incorporated into the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF WORK OR SERVICES

The Grantee shall perform and carry out in a satisfactory and proper manner the work or services set forth in the exhibit(s) attached hereto. In the case of multiple projects, each project shall correspond to a separate exhibit. This Agreement may be amended from time to time, in accordance with the general conditions, for the purpose of adding new projects, amending the scope of work, or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

Upon release of project related funds by H.U.D. pursuant to federal regulations, the AUTHORITY shall furnish the GRANTEE with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the AUTHORITY. Termination dates for individual projects shall be specified in the

appropriate exhibits. The termination date may be changed through amendment of this Agreement. In general, a project is expected to be completed within 24 months from the date which the Agreement is executed. Projects which do not show substantial progress within the timespan specified in the application may be terminated at the sole discretion of the AUTHORITY upon 30 days written notice to the GRANTEE.

4. ADMINISTRATION

- A. The GRANTEE shall appoint a liaison person who shall be responsible for the overall administration of block grant funded project(s) and coordination with the AUTHORITY. The GRANTEE shall also designate one or more representatives who shall be authorized to sign the monthly Voucher and Reporting Form. The names of the liaison persons and representatives shall be specified in the exhibits.
- B. For all agencies which are presently parties to Joint Cooperation Agreements with the AUTHORITY covering planning, distribution of funds, and program execution under the Act, the GRANTEE remains subject to the provisions of such agreement.

5. COMPENSATION AND METHOD OF PAYMENT

- A. The AUTHORITY shall reimburse the GRANTEE for the work or services specified in the exhibits in an amount not to exceed \$250,000. Reimbursement shall be based on a Community Development Voucher and Reporting Form submitted with supporting documents and signed by the GRANTEE's authorized representative.
- B. The GRANTEE shall submit a properly executed Voucher and Reporting Form no later than fifteen (15) working days after the close of each billing period. The AUTHORITY will make payment to the GRANTEE not more than twenty-one (21) working days after said invoice is received and approved by the AUTHORITY. The AUTHORITY will issue a statement of correction voucher in the event that the voucher request is erroneous. Payment does not constitute absolute approval.

6. OPERATING BUDGET

The GRANTEE shall apply the funds received from the AUTHORITY under this Agreement in accordance with the requirements of the exhibit(s) attached hereto.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The GRANTEE shall report all Program Income generated under this Agreement or generated through the project(s) funded under this Agreement. In the event the GRANTEE receives any Program Income it shall, in the sole discretion of, and at the direction of at the AUTHORITY, either utilize it solely for the purposes set forth in this Agreement or return it to the AUTHORITY. At the end of the program year the AUTHORITY may require remittance of all or part of any program income balances (including investments thereof) held by the GRANTEE (except those needed for

- immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).
- B. The AUTHORITY makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
 - C. Should anticipated sources of revenue not become available to the AUTHORITY for use in the Community Development Block Program, the AUTHORITY shall immediately notify the GRANTEE in writing and the AUTHORITY will be released from all contracted liability for that portion of the Agreement covered by funds not received by the AUTHORITY.

8. **AMENDMENTS**

Either party may request modifications in the scope of work or services, terms, or conditions of this Agreement. Proposed modifications which are mutually agreed upon shall be incorporated by written amendment to this Agreement. A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

9. **ASSIGNMENT AND SUBCONTRACTING**

- A. The GRANTEE shall not assign any portion of this Agreement without the written consent of the AUTHORITY, and it is further agreed that said consent must be sought by the GRANTEE not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement and proper bidding procedures contained therein. The GRANTEE agrees that it is as fully responsible to the AUTHORITY for the acts and omissions of its subcontractors and of their employees as agents, as it is for the acts and omissions of its own employees and agents.

10. **HOLD HARMLESS AND INDEMNIFICATION**

- A. The GRANTEE further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement.
- B. The GRANTEE and AUTHORITY mutually agree to hold harmless and defend each other, their officials, officers, employees, agents, representatives, customers, or invitees against any and all claims, lawsuits, damages, or lawsuits for damages arising from or allegedly arising from or related to the PROJECT, including but not limited to the GRANTEE's or the AUTHORITY's acts, failure to act, or failure to perform its obligations hereunder. The GRANTEE and AUTHORITY further agree to pay the costs of and/or reimburse each other, their officials, officers, employees, agents,

representatives, customers, or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorney's fees) incurred in connection therewith. Each party shall promptly notify the other of any claim made for any such damage or loss and afford that party and its counsel the opportunity to contest, compromise, or settle such claim.

- C. Nothing in this Agreement shall constitute a waiver by the GRANTEE or AUTHORITY of any statutory limits or exceptions on liability.

11. INSURANCE

- A. GRANTEE shall purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this AGREEMENT, whether such operations be by the GRANTEE or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.
- B. GRANTEE shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the AUTHORITY throughout the term of this AGREEMENT.

1. Commercial General Liability Insurance

\$1,500,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising liability

This policy shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. The AUTHORITY, Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the GRANTEE, using ISO endorsement form CG 20 26 or its equivalent.

2. Automobile Insurance

Coverage shall be provided for hired, non-owned and owned auto.

Minimum limits of \$1,000,000 combined single limit

3. Workers' Compensation and Employers' Liability

Workers' Compensation as required by Minnesota Statutes

Employers' Liability Limits:
\$500,000/\$500,000/\$500,000

4. Professional Liability/Errors and Omissions Coverage (if applicable)

Per Claim Limit:	\$ 500,000
Per Occurrence:	\$1,500,000
Aggregate Limit:	\$2,000,000

This policy is to be written as acceptable to the AUTHORITY. Certificates of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the AGREEMENT; and 2) evidence of coverage shall be provided for three years beyond expiration of the AGREEMENT.

The AUTHORITY, Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the AUTHORITY and Ramsey County.

5. Crime and Fidelity Bond (if applicable): \$ _____
- C. GRANTEE shall notify its insurer that the AUTHORITY is requiring third party notice of mid-term cancellation per Minn. Stat. § 60A.36, Subd. 2a, such notice to the insurer to be provided to the AUTHORITY when the required Certificate of Insurance is delivered.
- D. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of GRANTEE to purchase and maintain additional coverages as it may deem necessary in connection with this AGREEMENT.
- E. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. GRANTEE shall not commence work until the GRANTEE has obtained the required insurance and filed an acceptable Certificate of Insurance with AUTHORITY. Copies of insurance policies shall be submitted to the AUTHORITY upon request.
- F. Nothing in this AGREEMENT shall constitute a waiver by the AUTHORITY or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.
- G. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

12. **CONFLICT OF INTEREST**

- A. **Interest of Officers, Employees or Agents.** No officer, employee, or agent of the GRANTEE who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the GRANTEE shall take appropriate steps to assure compliance.
- B. **Interest of Subcontractor and Their Employees.** The GRANTEE agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any financial interest, direct or indirect, in this contract. The contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his work or services hereunder. The contractor further covenants that in the performance of this contract no person having any conflicting interest shall be employed. Any interest on the part of the contractor or his employees must be disclosed to the GRANTEE and the AUTHORITY.

13. **TERMINATION**

- A. This Agreement is subject to termination upon thirty (30) days written notice by the AUTHORITY should:
- 1) The GRANTEE mismanage or make improper or unlawful use of Agreement funds;
 - 2) The GRANTEE fail to comply with the terms and conditions expressed herein or the applicable federal, state, or county regulations and directives;
 - 3) The GRANTEE fail to provide work or services expressed by this Agreement;
or
 - 4) The GRANTEE fail to submit reports or submit incomplete or inaccurate reports in any material respect.

- B. This Agreement may be terminated by the AUTHORITY immediately upon the receipt by the AUTHORITY of notice of the loss of federal funding for the Community Development Block Grant Program or any project of the GRANTEE.
- C. This Agreement is subject to termination upon thirty (30) days written notice by the GRANTEE should:
 - 1) The AUTHORITY fail in its commitment under this Agreement to provide funding for work or services rendered, as herein provided; or
 - 2) Block Grant Funds become no longer available from the federal government or through the AUTHORITY.
- D. This agreement may be terminated by the parties, in whole or in part, under such terms and conditions as they may agree, subject to the provisions of paragraphs A, B, and C herein.
- E. Otherwise, this Agreement shall terminate on the latest termination date specified on the exhibit(s) attached hereto and shall be subject to extension only by mutual agreement and amendment in accordance with the General Conditions of this Agreement.
- F. Upon termination of this Agreement, any unexpended balance of Agreement funds shall remain in the Block Grant Fund.
- G. In the event that termination occurs under paragraph A(1) of this section, the GRANTEE shall return to the AUTHORITY all funds which were expended in violation of the terms of this Agreement.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. PROGRAM ADMINISTRATION

The GRANTEE shall comply with the applicable uniform administrative requirements set forth at 24 C.F.R. § 570.502.

2. PROCUREMENT STANDARDS

- A. General.** In awarding contracts pursuant to this Agreement, the GRANTEE shall comply with all applicable requirements of local and state law for awarding contracts, including, but not limited to, procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the GRANTEE shall comply with the requirements of the U.S. Office of Management and Budget Circular A-102, relating to bonding, insurance, and procurement standards, and with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor

regulations, 41 C.F.R., Ch. 60, regarding nondiscrimination bid conditions for projects over Ten Thousand and no/100 (\$10,000.00) Dollars. Where federal standards differ from local or state standards, the stricter standards shall apply. The federal standard of Ten Thousand and no/100 (\$10,000.00) Dollars for competitive bidding shall apply only if the applicable state or local standard for competitive bidding is less strict than Ten Thousand and no/100 (\$10,000.00) Dollars.

- B. Construction.** All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, as amended, and as supplemented in Department of Labor regulations, 29 C.F.R., pt. 3.

3. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act.** The AUTHORITY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by H.U.D. Environmental Review Procedures, 29 C.F.R., pt. 58. The AUTHORITY may require the GRANTEE to furnish data, information, and assistance for the AUTHORITY's review and assessment in determining whether an Environmental Impact Statement must be prepared.
- B. State Environmental Policy Act.** Agencies which are branches of government under Minnesota law retain responsibility for fulfilling the requirements of the state law regarding environmental policy and conservation, and regulations and ordinances adopted thereunder. If the GRANTEE is not a branch of government under Minnesota law, the AUTHORITY may require the GRANTEE to furnish data, information, and assistance as necessary to enable the AUTHORITY to comply with the State Environmental Policy Act.
- C. Satisfaction of Environmental Requirements.** Project execution under this Agreement by either the AUTHORITY or the GRANTEE shall not proceed until all applicable requirements of the National and State Environmental Policy Acts have been satisfied. The AUTHORITY will not issue a written notice to proceed until all such requirements are met.

4. NON-DISCRIMINATION

- A. General.** The GRANTEE shall comply with all federal, state, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis.
- B. Program Benefit.** The GRANTEE shall not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, or national origin.

- C. **Fair Housing.** The GRANTEE shall take necessary and appropriate actions to prevent discrimination in federal assisted housing and lending practices related to loans insured or guaranteed by the federal government.
- D. **Employment.**
- 1) In all solicitations under this Agreement, the GRANTEE shall state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.
 - 2) The GRANTEE shall not discriminate against an employee or applicant for employment in connection with this Agreement because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
 - 3) The GRANTEE shall provide training and employment opportunities for lower income residents within the area served by block grant assisted projects as required by the Housing and Urban Development Act, § 3, 12 U.S.C. § 1701u and in accordance with the requirements of the Ramsey County Section 3 Plan. As appropriate, the Section 3 Clause, a copy of which is attached hereto as Attachment A and made a part hereof, shall be included in contracts between the GRANTEE and contractors and subcontractors.
- E. **Contractors and Suppliers**
- 1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement shall discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap. Such practices include upgrading, demotion, recruiting, transfer, layoff, termination, pay rate, and advertisement for employment.
 - 2) All firms and organizations described above shall be required to submit to the GRANTEE certificates of compliance demonstrating that they have, in fact, complied with the foregoing provisions; provided, that certificates of compliance shall not be required from firms and organizations on contracts and/or yearly sales of less than \$10,000.
 - 3) To the greatest extent feasible, the GRANTEE shall purchase supplies and services for activities under this Agreement from vendors and contractors

whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents.

F. Notice

- 1) The GRANTEE shall include the provisions of the appropriate subsections A, B, C, D, and E of this section in every contract or purchase order for goods and services under this Agreement and shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or worker's representative of the commitments made in these subsections.
- 2) In advertising for employees, goods, or services for activities under this Agreement, the GRANTEE shall utilize minority publications in addition to publications of general circulation.

5. LABOR STANDARDS

GRANTEE shall comply with all federal, state and local laws that apply to the construction or rehabilitation of the PROPERTY, specifically the Ramsey County Prevailing Wage Ordinance No. 2013-329.

GRANTEE shall require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, 40 U.S.C. §§ 3141-44 & §§ 3146-3147; provided that this section shall not apply to rehabilitation of residential property designed for residential use by fewer than eight families.

A copy of the current Davis-Bacon wage rate must be included in all construction bid specifications and contracts over Two Thousand and no/100 (\$2,000.00) Dollars.

6. PROPERTY MANAGEMENT

- A. The GRANTEE agrees that any nonexpendable personal property, purchased wholly or in part with agreement funds at a cost of Three Hundred and no/100 (\$300.00) Dollars or more per item, is, upon its purchase or receipt, the property of the AUTHORITY and/or federal government. Final ownership and disposition of such property shall be determined under the provisions of U.S. Office of Management and Budget Circular No. A-102.
- B. The GRANTEE shall be responsible for all such property, including its care and maintenance.
- C. The GRANTEE shall admit the AUTHORITY's property management officer to the GRANTEE's premises for the purpose of marking such property, as appropriate, with AUTHORITY property tags.

D. The GRANTEE shall meet the following procedural requirements for all such property:

- 1) Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of block grant funds used in the purchase of property; and location, use and condition of the property.
- 2) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two (2) years to verify the existence, current utilization, and continued need for the property.
- 3) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of the property shall be investigated and fully documented.
- 4) Adequate maintenance procedures shall be implemented to keep the property in good condition.

7. ACQUISITION AND RELOCATION

- A. Any acquisition of real property for any activity assisted under this Agreement which occurs on or after the date of the AUTHORITY's submission of its Block Grant application to H.U.D. shall comply with Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, Title III, 42 U.S.C. §§ 4601-4655 (Uniform Act) and the Regulations at 49 C.F.R., pt. 24.
- B. Any displacement of persons, business, non-profit organizations or farms occurring on or after the date of the AUTHORITY's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement shall comply with Title II of the Uniform Act and the Regulations at 49 C.F.R., pt. 24. The GRANTEE shall comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 C.F.R. § 570.606.

8. HISTORIC PRESERVATION

The GRANTEE shall meet the historic preservation requirements of the National Historic Preservation Act, 16 U.S.C. §§ 470-470x-6 and the Archaeological and Historic Preservation Act, 16 U.S.C. §§ 469-469c-1 and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation at 36 C.F.R., pt. 800.

9. **ARCHITECTURAL BARRIERS**

Any facility constructed pursuant to this Agreement shall comply with design requirements of the Architectural Barriers Act, 42 U.S.C. §§ 4151-4157 and the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213.

10. **ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT**

The GRANTEE may use Community Development Block Grant funds for the provision of public services as described by 24 C.F.R. § 570.201(e) provided that the GRANTEE meets the requirements of and follows the procedures outlined in 24 C.F.R. § 570.607.

11. **NON-PARTICIPATION IN POLITICAL ACTIVITIES**

The GRANTEE shall comply with the provisions of the Hatch Act, 5 U.S.C. §§ 7321-7326.

12. **CONDITIONS FOR RELIGIOUS ORGANIZATIONS**

Where applicable, the conditions prescribed by H.U.D. for the use of CDBG funds by religious organizations shall be followed, and, if applicable, included in agreements between the GRANTEE and contractors or sub-contractors.

13. **NATIONAL FLOOD INSURANCE**

The GRANTEE may not receive Community Development Block Grant funding for acquisition or construction in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, Flood Disaster Protection Act, § 3(a), 42 U.S.C. §§ 4001-4003, and the Regulations thereunder. The GRANTEE shall comply with the Regulations at 24 C.F.R. § 570.605.

14. **AIR AND WATER POLLUTION**

The GRANTEE shall comply with the provisions of the Clean Air Act, 42 U.S.C. §§ 7401-7642, and the Federal Water Pollution Act, 33 U.S.C. §§ 1251-1274, and the regulations issued thereunder.

15. **LEAD-BASED PAINT POISONING**

The GRANTEE shall comply with the regulations at 24 C.F.R., pt. 35, issued pursuant to the Lead-Based Poisoning Prevention Act, 42 U.S.C. § 4831, relating to the use of lead-based paint.

16. **NON-SUBSTITUTION FOR LOCAL FUNDING**

The Block Grant funding made available under this Agreement shall not be utilized by the GRANTEE to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

17. PUBLIC OWNERSHIP

For agencies which are not municipal corporations organized under the laws of the State of Minnesota, it may become necessary to grant the AUTHORITY a property interest where the subject project calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly owned facilities and improvements. The GRANTEE shall comply with current AUTHORITY policy regarding transfer of a property interest sufficient to meet the public ownership requirement.

18. PUBLIC INFORMATION

If requested by the AUTHORITY, the GRANTEE shall comply with the following:

- A. In all news releases and other public notices related to projects funded under this Agreement, the GRANTEE shall include information identifying the source of funds as the Ramsey County Housing and Redevelopment Authority Community Development Block Grant Program.
- B. For all construction projects, the GRANTEE shall erect a sign to AUTHORITY specifications at the construction site, identifying the source of funds.

19. REVERSION OF ASSETS

The GRANTEE shall transfer to the AUTHORITY any CDBG funds, including but not limited to project income, on hand at the time of expiration of this Agreement, or received thereafter, and any accounts receivable attributable to the use of CDBG funds. Any real property under the GRANTEE's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in 24 C.F.R., pt. 570, until five years after expiration of the agreement, or such longer period of time as determined appropriate by the AUTHORITY; or
- (ii) Is disposed of in a manner which results in the AUTHORITY being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

20. PROHIBITED USE OF EXCESSIVE FORCE

The GRANTEE, if a unit of government, certifies by the execution of this Agreement that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations. 24 C.F.R. § 91.225(b)(5).

21. LOBBYING PROHIBITION

The GRANTEE certifies by the execution of this Agreement that it has adopted and is enforcing the following as required by 24 C.F.R., pt. 87:

- 1) No federal appropriated funds have been paid or will be paid by, or on behalf of, the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the GRANTEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The GRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

The GRANTEE agrees to participate with the AUTHORITY in any evaluation project or performance report, as designed by the AUTHORITY or the appropriate federal agency, and to make available all information required by any such evaluation process.

2. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this contract shall be subject at all times to inspection, review or audit by the AUTHORITY, federal or state

officials so authorized by law during the performance of this contract during the period of retention specified in this Part III.

The GRANTEE, regardless of the amount of funds received from the AUTHORITY, shall obtain at its own expense an annual certified financial and compliance audit.

All audits shall be submitted to the AUTHORITY within six months of the close of the GRANTEE's fiscal year and shall be prepared by an independent auditor who meets the independence standards specified in the General Accounting Office's yellow book, "Government Auditing Standards".

The GRANTEE shall submit a copy of the annual financial audited statements with the management compliance letter and the recipient's response to the management letter, to the Director of Community Development within six months of the end of the GRANTEE's fiscal year.

3. **RECORDS**

As required by H.U.D. Regulations, 24 C.F.R., pt. 570, the GRANTEE shall compile and maintain the following records:

- A. **Financial Management**. Such records shall identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of the U.S. Office of Management and Budget Circular A-102. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. **Citizen Participation**. Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. **Relocation**. Indication of the overall status of the relocation workload and a separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload.
- D. **Property Acquisition**. GRANTEE files must contain (a) invitation to owner to accompany appraiser during inspection, (b) at least one property appraisal, (c) statement of basis for determination of just compensation, (d) written offer of just compensation, (e) all documents involving conveyance, (f) settlement cost reporting statement, and (g) notice to surrender possession premises.
- E. **Equal Opportunity**. The GRANTEE shall maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The GRANTEE shall also maintain data which records its affirmative action in equal opportunity

employment, and its good faith efforts to identify, train, and/or hire lower income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.

F. **Labor Standards.** Records shall be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by the Davis-Bacon Act, as amended (40 U.S.C. Sections 3141-3148).

G. Such other records as may be required by the AUTHORITY and/or H.U.D.

4. **RETENTION OF RECORDS**

Required records shall be retained for a period of six (6) years after termination of this Agreement, except as follows:

(1) Records that are the subject of audit findings shall be retained for six (6) years after such findings have been resolved.

(2) Records for nonexpendable property shall be retained for six (6) years after its final disposition.

5. **REPORTS**

The GRANTEE shall submit reports as required by the AUTHORITY on a monthly and annual basis and also prior to project execution.

6. **DATA PRIVACY**

All data collected, created, received, maintained or disseminated for any purpose in the course of the GRANTEE’s performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

AUTHORITY

GRANTEE

By: _____

Julie Kleinschmidt

Its: Ramsey County Manager

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

APPROVAL RECOMMENDED:

Community & Economic Development

APPROVED AS TO FORM and INSURANCE:

Harry D. McPeak
Assistant Ramsey County Attorney

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT A



G3, Attachment 1

Community and Economic Development Funding Request Application FY 2015

CDBG and HOME Applications February 27, 2015 for Funding After July 1, 2015

Applicant Information (All Categories)

Legal Name of Applicant City of Maplewood

Contact Person Melinda Coleman

Email Address melinda.coleman@ci.maplewood.mn.us

Mailing Address 1830 County Rd B East

City Maplewood

State MN

Zip 55109

Title City Manager

Telephone 651-249-2055

Fax 651-249-2059

Federal Tax ID# 41-6008920 DUNS # (Required)

Project Type: ERF New Multi-Family Rental Housing Public Service

Other Community Development Other Housing Projects

Project Information

Project Name Gladstone Improvements – Phase 2

Project Location Frost Ave (Phalen Pl to English St); English St (Gateway Trail to Ripley Ave)

Ramsey County Funds Requested \$437,000

Total Project Cost \$3,526,000

Source/Status of Other Project Funds (Include all funds required to complete the project)

Source	Amount	Committed	Pending
Met Council LCDA Grant	900,000	X	
City Utility Funds	913,000		X
Reconstruction GO Bonds	440,000		X
TIF Bonds/Reconstruction GO Bonds	836,000		X

Note: MultiFamily projects must include commitment letters, including: Tax Credit Allocation, Historic Tax Credit, Equity, Bridge Loan Details

General Instructions:

1. All applicants are expected to submit a completed Environmental Statutory Checklist (Attached).
2. Multi Family Housing Projects should submit the MHFA Common Application with the Ramsey County Application. Information in the application may be pre- or post submission to Minnesota Housing Application. As noted earlier (status of funds), commitment letters will need to be included with the application. Applications must also include:
 - An as-is appraisal
 - Operating ProForma for the term of affordability
 - Proposed Rent Schedule and Utility Allowance
 - Market Analysis
3. Public Service Projects. CDBG funds may only be used for new or expanded social services. CDBG funds, by statute, may not be used to replace other funds. Awarded funds will be on a reimbursement basis based on a per client cost for each LMI eligible client served.
4. Public Facilities and Other Non-Residential Construction Projects. Federal and local labor standards, wage, hiring and procurement requirements may apply to your project. Please consult with program staff prior to initiating any binding construction activities.
5. Other Housing Projects: Including single and/or other owner-occupied family acquisition, rehabilitation, re-sale, acquisition for low-income affordable rental properties, multi-family rehabilitation, etc. will need to provide as-is and post completion appraisals, market analysis, proposed rent and utility schedules, as appropriate.

Proposal Submissions:

Project Narrative: Describe the existing situation (need) and outcomes (impact) related to suburban Ramsey County priorities. 1) Include a one paragraph summary that can be used to describe the project that will be used to present the project to elected officials and the public. 2) Provide additional detail describing the project on separate pages. Include the information requested below:

- A. Beneficiary Information:** How will this project benefit low and moderate income residents of suburban Ramsey County communities? Please include the number of persons/households expected to benefit, household income levels, and method for verifying client income. Explain how the figures were calculated, including:
 - Estimated number of clients served
 - Estimated cost per client served
 - Describe any cost increases/decreases or other changes experienced over the past 24 monthsIf direct benefit is not being achieved, describe how the project will meet the area benefit or presumed benefit test.
- B. Implementation.** Describe previous experience with this or a similar type of activity or project. Have modifications been made to reflect current housing market/economic conditions in the community? Are other agencies/ organizations involved? How will successful performance be measured?



Community and Economic Development Funding Request Application FY 2015

CDBG and HOME Applications February 27, 2015 for Funding After July 1, 2015

Required Attachments

1. Resolution of Governing Body (Required for local units of government; private and non-profit firms; organizations proposing a site-specific project must have a resolution of support from the applicable Ramsey County municipality.
2. Environmental Statutory Checklist
3. Map identifying location of project, site maps and other illustrative material, as applicable.
4. Third-Party project cost estimates.
5. Certification of Federal Assistance (required for projects with other federal dollars).
6. Anticipated Implementation/Construction Schedule.
7. Proposed Draw Down Schedule (Ramsey County prefers to reimburse no frequently than monthly).
8. Written financial commitments from other sources, as appropriate.
9. Other attachments identified general instructions.
10. Signed certification (may be submitted in other format)

Certification

I certify that the statements and application requirements of this official proposal are correct and that this proposal contains no misrepresentation or falsifications, omissions or concealment of material facts and that the information given is true and complete to the best of my knowledge and belief, and that no bids have been awarded, contracts executed, or construction begun on the proposed project.

Melinda Coleman
Signature of Authorized Official

3.25.15
Date

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Maplewood, Minnesota, was duly called and held in the Council Chambers of said City on the **13th day of April 2015** at 7:04 P.M.

The following members were present:

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

Approval of a Resolution Identifying the Support for CDBG Funding and Authorizing an Application for Grant Funds – Gladstone Improvements – Phase 2

Councilmember Juenemann moved to approve the Resolution of Support for the City’s application for grant funding through Ramsey County’s CDBG Program.

Resolution 15-4-1189
 Resolution Identifying the Support for
 Community Development Block Grant
 Funding and Authorizing an Application for Grant Funds

WHEREAS the City of Maplewood is a municipality within Ramsey County, and is therefore eligible to apply to the County’s community development block grant (CDBG) program; and

WHEREAS the City has identified a proposed project within the City that meets the CDBG’s purposes and criteria and is consistent with and promotes the purposes of the policies of Ramey County’s Community and Economic Development; and

WHEREAS the City has the institutional, managerial and financial capability to ensure adequate project administration; and

WHEREAS the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS the City agrees to act as legal sponsor for the project contained in the grant application; and

NOW THEREFORE BE IT RESOLVED that, after appropriate examination and due consideration, the governing body of the City:

1. Finds that it is in the best interests of the City’s development goals and priorities for the proposed project to occur at this particular site and at this particular time.

2. Authorizes its city staff to submit on behalf of the City an application for community development block grant funds for the project components identified in the application, and to execute such agreements as may be necessary to implement the project on behalf of the City.

Seconded by Councilmember Koppen

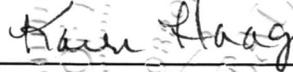
Ayes – All

The motion passed.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS
CITY OF MAPLEWOOD)

I, the undersigned, being the duly qualified and appointed Clerk of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City of Maplewood, held on the **13th day of April, 2015** with the original on file in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to the Resolution of Support for the City's application for grant funding through Ramsey County's CDBG Program.

WITNESS my hand and sealed this **27th day of April, 2015.**



Karen Haag, City Clerk
City of Maplewood, Minnesota

Statutory Checklist for Compliance with 24 CFR §58.5 – NEPA Related Federal Laws and Authorities

Use this worksheet for projects that are Categorically Excluded Subject to 24 CFR §58.5 listed at 24 CFR §58.35(a) and for projects that require an Environmental Assessment.

Project Name: Gladstone Improvements – Phase 2, City Project 14-01

ERR FILE # _____

Definitions: **A:** The project is in compliance.
 B: The project requires an additional compliance step or action.

Statute, Authority, Executive Order Cited at 24 CFR §58.5	A	B	COMPLIANCE FINDING	SOURCE DOCUMENTATION
1. 58.5(a) Historic Properties [36 CFR 800]	X		Based on information in the <u>Cultural Resource Assessment for the Gladstone Neighborhood</u> and a 2012 Phase I Archeological Site Form (OSA License #: 2012: 12-022), no impacts are expected to cultural resources.	City of Maplewood. <i>Final Alternative Area Urbanwide Review (AUAR) and Mitigation Plan</i> . March 2007. 106 Group. <i>Cultural Resource Assessment for the Gladstone Neighborhood</i> . 2005
2. 58.5(b)(1) Floodplain Management [24 CFR 55, Executive Order 11988]	X		N/A	City of Maplewood. <i>Gladstone Area Redevelopment Master Plan Alternative Urban Areawide Review (AUAR)</i> . 6 September 2005.
3. 58.5(b)(2) Wetland Protection [24 CFR 55, Executive Order 11990]	X		No impacts expected to existing delineated wetlands. Stormwater management plan received approval from the Ramsey-Washington Metro Watershed District (Permit #15-01, January 2015).	City of Maplewood. <i>Gladstone Area Redevelopment Master Plan Alternative Urban Areawide Review (AUAR)</i> . 6 September 2005.
4. 58.5(c) Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]	X		N/A	City of Maplewood. <i>Gladstone Area Redevelopment Master Plan Alternative Urban Areawide Review (AUAR)</i> . 6 September 2005.
5. 58.5(d) Sole Source Aquifers [40 CFR 149]	X		N/A	City of Maplewood. <i>Gladstone Area Redevelopment Master Plan Alternative Urban Areawide Review (AUAR)</i> . 6 September 2005.
6. 58.5(e) Endangered Species [50 CFR 402]	X		Although Blanding's Turtle habitat is not expected to be impacted, construction BMPs will follow guidelines outlined in the MN DNR Blanding's Turtle fact sheet to mitigate potential impacts.	City of Maplewood. <i>Gladstone Area Redevelopment Master Plan Alternative Urban Areawide Review (AUAR)</i> . 6 September 2005.
7. 58.5(f) Wild and Scenic Rivers	X		N/A	City of Maplewood. <i>Gladstone</i>

[36 CFR 297]				<i>Area Redevelopment Master Plan Alternative Urban Areawide Review (AUAR). 6 September 2005.</i>
8. 58.5(g) Air Quality [40 CFR parts 6, 51,61, 93]	X		No impact	City of Maplewood. <i>Final Alternative Area Urbanwide Review (AUAR) and Mitigation Plan. March 2007.</i>
9. 58.5(h) Farmland Protection [7 CFR 658]	X		N/A	City of Maplewood. <i>Gladstone Area Redevelopment Master Plan Alternative Urban Areawide Review (AUAR). 6 September 2005.</i>
10. 58.5(i)(1) Noise Control and Abatement [24 CFR 51B]	X		No impact	City of Maplewood. <i>Final Alternative Area Urbanwide Review (AUAR) and Mitigation Plan. March 2007.</i>
11. 58.5 (i) (1) Explosive and Flammable Operations [24 CFR 51C]	X		N/A	City of Maplewood. <i>Gladstone Area Redevelopment Master Plan Alternative Urban Areawide Review (AUAR). 6 September 2005.</i>
12. 58.5(i)(1) Airport Hazards (Runway Clear Zones and Clear Zones/Accident Potential Zones) [24 CFR 51D]	X		N/A	City of Maplewood. <i>Gladstone Area Redevelopment Master Plan Alternative Urban Areawide Review (AUAR). 6 September 2005.</i>
13. 58.5(i)(2)(i) Contamination and Toxic Substances [24 CFR 58.5(i)(2)]	X		Construction will follow MPCA procedure for any contamination or toxic substances encountered during construction.	City of Maplewood. <i>Final Alternative Area Urbanwide Review (AUAR) and Mitigation Plan. March 2007.</i>
14. 58.5(j) Environmental Justice [Executive Order 12898]	X		No potential for disproportionate impacts to any at risk populations.	City of Maplewood. <i>Gladstone Area Redevelopment Master Plan Alternative Urban Areawide Review (AUAR). 6 September 2005.</i>

DETERMINATION:

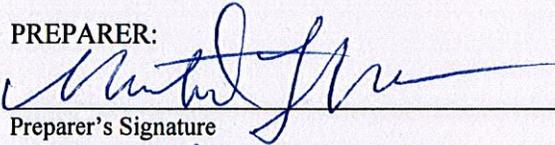
- Box "A" has been checked for all authorities.** For Categorically Excluded actions pursuant to §58.35(a) [Does not apply to EA or EIS level of review], the project can convert to Exempt, per §58.34(a) (12), since the project does not require any compliance measures (e.g., consultation, mitigation, permit or approval) with respect to any law or authority cited at §58.5. The project is now made Exempt and funds may be drawn down; OR
- Box "B" has been checked for one or more authority.** For Categorically Excluded actions pursuant to §58.35(a), the project cannot convert to Exempt since one or more authority requires compliance, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit. **Complete pertinent compliance requirement(s), publish NOI/ROF,**

request release of funds (HUD-7105.15), and obtain HUD's Authority to Use Grant Funds (HUD-7015.16) per §58.70 and §58.71 before committing funds; OR

- This project is not a Categorically Excluded action pursuant to §58.35(a), or may result in a significant environmental impact to the environment, and requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

MITIGATION MEASURES AND CONDITIONS FOR PROJECT APPROVAL: *(If Box B is checked, provide details regarding further consultation, mitigation, permit requirements or approvals required to be incorporated into public notices and project requirements such as contracts, grants, loan conditions, etc as described in the Statutory Worksheet). Ensure required measures are included in 7015.15 Project Description Section.*

PREPARER:


Preparer's Signature

Michael Thompson
Preparer's Name (printed)

4/2/15
Date

Maplewood City Engineer
Title (printed)

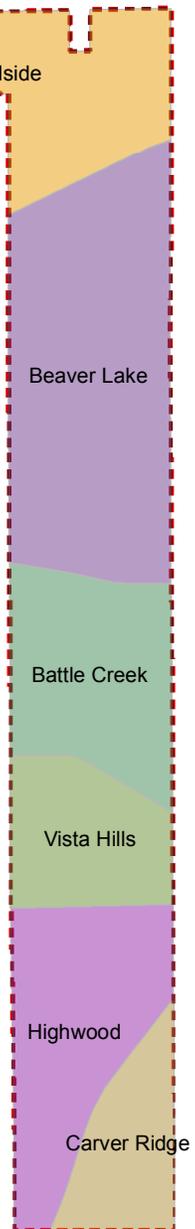
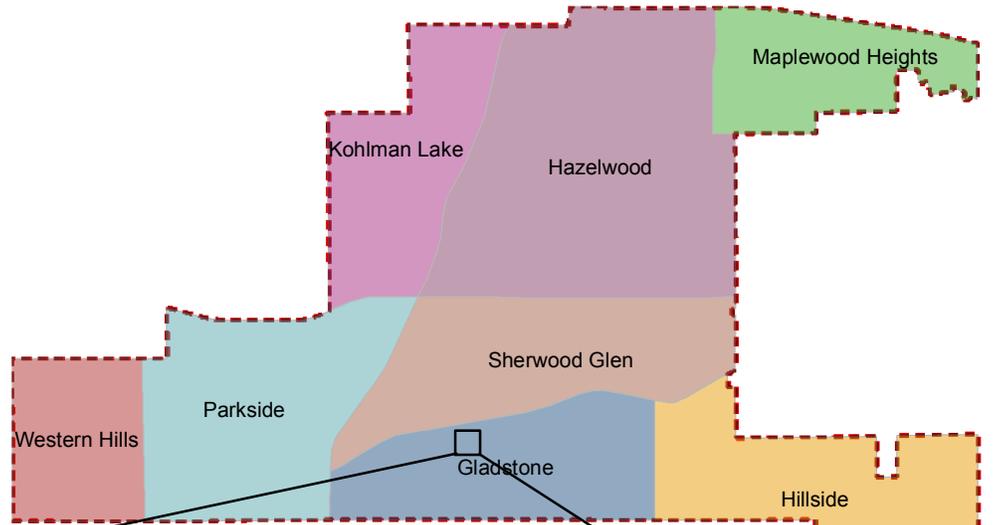
AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:


Authorized Responsible Entity Signature

Melinda Coleman
Authorized Responsible Entity Name (printed)

4/2/15
Date

City Manager
Title (printed)



1955 English Street - Villages at Frost and English

Former Maplewood Bowl site - Overview Map

ENGINEER'S OPINION OF PROBABLE COST

Contract: C.P. 14-01
Owner: CITY OF MAPLEWOOD
Project: GLADSTONE PHASE 2



KHA Job No: 160500045

Schedule: A
 Description: FROST AVE - ROADWAY IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0.1	\$ 101,000.00	\$ 10,100.00
2	2101.501	CLEARING	ACRE	0	\$ 38,000.00	\$ -
3	2101.502	CLEARING	TREE	0	\$ 200.00	\$ -
4	2101.502	CLEARING	TREE	3	\$ 200.00	\$ 600.00
5	2101.506	GRUBBING	ACRE	0	\$ 38,000.00	\$ -
6	2101.507	GRUBBING	TREE	0	\$ 200.00	\$ -
7	2101.507	GRUBBING	TREE	3	\$ 200.00	\$ 600.00
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	1170	\$ 2.25	\$ 2,632.50
9	2104.503	REMOVE BITUMINOUS WALK	SQ FT	0	\$ 3.00	\$ -
10	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	0	\$ 2.50	\$ -
11	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	110	\$ 5.00	\$ 550.00
12	2104.505	REMOVE CONCRETE WALK	SQ YD	230	\$ 5.00	\$ 1,150.00
13	2104.509	REMOVE CATCH BASIN	EACH	5	\$ 500.00	\$ 2,500.00
14	2104.509	REMOVE SIGN TYPE C	EACH	0	\$ 35.00	\$ -
15	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	800	\$ 5.00	\$ 4,000.00
16	2104.523	SALVAGE LIGHTING UNIT	EACH	0	\$ 200.00	\$ -
17	2104.523	SALVAGE SIGN TYPE C	EACH	0	\$ 50.00	\$ -
18	2104.523	SALVAGE SIGN TYPE C	EACH	26	\$ 50.00	\$ 1,300.00
19	2106.607	EXCAVATION - COMMON	CU YD	0	\$ 10.00	\$ -
20	2106.607	EXCAVATION - COMMON	CU YD	2750	\$ 10.00	\$ 27,500.00
21	2106.607	COMMON EMBANKMENT (CV)	CU YD	0	\$ 20.00	\$ -
22	2106.607	COMMON EMBANKMENT (CV)	CU YD	300	\$ 20.00	\$ 6,000.00
23	2123.610	3 CY FRONT-END LOADER	HOUR	0	\$ 125.00	\$ -
24	2123.610	LABORER	HOUR	0	\$ 75.00	\$ -
25	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	0	\$ 125.00	\$ -
26	2130.501	WATER FOR DUST CONTROL	MGAL	0	\$ 50.00	\$ -
27	2211.501	AGGREGATE BASE CLASS 5	TON	50	\$ 17.50	\$ 875.00

ENGINEER'S OPINION OF PROBABLE COST

Contract: C.P. 14-01
Owner: CITY OF MAPLEWOOD
Project: GLADSTONE PHASE 2



KHA Job No: 160500045

28	2232.501	MILL BITUMINOUS SURFACE (FULL DEPTH)	SQ YD	4400	\$ 5.00	\$ 22,000.00
29	2301.501	8" CONCRETE PAVEMENT	SQ YD	170	\$ 85.00	\$ 14,450.00
30	2301.511	STRUCTURAL CONCRETE	CU YD	130	\$ 70.00	\$ 9,100.00
31	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	525	\$ 70.00	\$ 36,750.00
32	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	525	\$ 70.00	\$ 36,750.00
33	2411.618	MODULAR BLOCK RETAINING WALL	SQ FT	0	\$ 50.00	\$ -
34	2506.522	ADJUST FRAME & RING CASTING	EACH	1	\$ 300.00	\$ 300.00
35	2531.501	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	915	\$ 12.50	\$ 11,437.50
36	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	1160	\$ 14.00	\$ 16,240.00
37	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	0	\$ 60.00	\$ -
38	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	170	\$ 80.00	\$ 13,600.00
39	2531.603	CONCRETE CURB AND GUTTER DESIGN B612 (HAND POUR)	LIN FT	0	\$ 20.00	\$ -
40	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	0	\$ 20.00	\$ -
41	2531.603	SPOT CURB REPLACEMENT	LIN FT	0	\$ 20.00	\$ -
42	2531.603	CONCRETE CURB & GUTTER (ADA)	LIN FT	0	\$ 14.00	\$ -
43	2531.618	TRUNCATED DOMES	SQ FT	270	\$ 50.00	\$ 13,500.00
44	2540.602	FURNISH AND INSTALL MAILBOX SUPPORT	EACH	0	\$ 250.00	\$ -
45	2540.603	METAL RAILING	LIN FT	0	\$ 100.00	\$ -
46	2540.618	CONCRETE PAVERS	SQ FT	1000	\$ 15.00	\$ 15,000.00
47	2563.601	TRAFFIC CONTROL	LUMP SUM	0.25	\$ 50,000.00	\$ 12,500.00
48	2564.536	INSTALL SIGN PANEL TYPE C	EACH	0	\$ 35.00	\$ -
49	2564.537	INSTALL SIGN TYPE C	EACH	26	\$ 35.00	\$ 910.00
50	2565.601	ENHANCED PEDESTRIAN CROSSING SYSTEM	LUMP SUM	0	\$ 50,000.00	\$ -
51	2573.502	SILT FENCE, TYPE MS	LIN FT	95	\$ 1.50	\$ 142.50
52	2573.530	STORM DRAIN INLET PROTECTION	EACH	9	\$ 150.00	\$ 1,350.00
53	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0	\$ 5,000.00	\$ -
54	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	0.2	\$ 5,000.00	\$ 1,000.00
55	2575.505	SODDING TYPE LAWN	SQ YD	400	\$ 4.00	\$ 1,600.00
56	2575.508	FERTILIZER TYPE 4	POUND	14	\$ 0.75	\$ 10.50
57	2575.532	WATER FOR TURF ESTABLISHMENT	MGAL	0.5	\$ 25.00	\$ 12.50
58	2582.501	PAVEMENT MESSAGE (LT ARROW) PAINT	EACH	0	\$ 75.00	\$ -
59	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	1000	\$ 0.35	\$ 350.00
60	2582.502	4" BROKEN LINE WHITE-PAINT	LIN FT	85	\$ 0.35	\$ 29.75
61	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	500	\$ 0.50	\$ 250.00
62	2582.503	CROSSWALK MARKING-PAINT	SQ FT	830	\$ 0.50	\$ 415.00

Schedule A Subtotal: \$ 265,505.25

Schedule: B

ENGINEER'S OPINION OF PROBABLE COST

Contract: C.P. 14-01
Owner: CITY OF MAPLEWOOD
Project: GLADSTONE PHASE 2



KHA Job No: 160500045

Description: ENGLISH ST - ROADWAY IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0.05	\$ 101,000.00	\$ 5,050.00
2	2101.502	CLEARING	TREE	0	\$ 200.00	\$ -
3	2101.507	GRUBBING	TREE	0	\$ 200.00	\$ -
4	2104.503	REMOVE BITUMINOUS WALK	SQ FT	0	\$ 3.00	\$ -
5	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	0	\$ 5.00	\$ -
6	2104.505	REMOVE CONCRETE WALK	SQ YD	0	\$ 5.00	\$ -
7	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	0	\$ 3.00	\$ -
8	2104.509	REMOVE SIGN TYPE C	EACH	0	\$ 35.00	\$ -
9	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	0	\$ 5.00	\$ -
10	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	490	\$ 5.00	\$ 2,450.00
11	2123.610	3 CY FRONT-END LOADER	HOUR	0	\$ 125.00	\$ -
12	2123.610	LABORER	HOUR	0	\$ 75.00	\$ -
13	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	0	\$ 125.00	\$ -
14	2211.501	AGGREGATE BASE CLASS 5	TON	50	\$ 17.50	\$ 875.00
15	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	9450	\$ 3.00	\$ 28,350.00
16	2301.511	STRUCTURAL CONCRETE	CU YD	30	\$ 70.00	\$ 2,100.00
17	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	114	\$ 70.00	\$ 7,980.00
18	2506.522	ADJUST FRAME & RING CASTING	EACH	5	\$ 300.00	\$ 1,500.00
19	2531.603	CONCRETE CURB & GUTTER (ADA)	LIN FT	0	\$ 14.00	\$ -
20	2531.618	TRUNCATED DOMES	SQ FT	0	\$ 50.00	\$ -
21	2563.601	TRAFFIC CONTROL	LUMP SUM	0.1	\$ 50,000.00	\$ 5,000.00
22	2573.502	SILT FENCE, TYPE MS	LIN FT	0	\$ 1.50	\$ -
23	2573.530	STORM DRAIN INLET PROTECTION	EACH	4	\$ 150.00	\$ 600.00
24	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	0.1	\$ 5,000.00	\$ 500.00
25	2575.505	SODDING TYPE LAWN	SQ YD	0	\$ 4.00	\$ -
26	2575.508	FERTILIZER TYPE 4	POUND	0	\$ 0.75	\$ -
27	2575.532	WATER FOR TURF ESTABLISHMENT	MGAL	0	\$ 25.00	\$ -
28	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	420	\$ 0.35	\$ 147.00
29	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	1600	\$ 0.50	\$ 800.00
30	2582.503	CROSSWALK MARKING-PAINT	SQ FT	0	\$ 0.50	\$ -
Schedule B Subtotal:						\$ 55,352.00

Schedule: C

Description: SIDEWALK & STREETScape

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0	\$ 101,000.00	\$ -
2	2106.607	EXCAVATION - COMMON	CU YD	0	\$ 10.00	\$ -

ENGINEER'S OPINION OF PROBABLE COST

Contract: C.P. 14-01
Owner: CITY OF MAPLEWOOD
Project: GLADSTONE PHASE 2



KHA Job No: 160500045

3	2106.607	COMMON EMBANKMENT (CV)	CU YD	0	\$ 20.00	\$ -
4	2211.501	AGGREGATE BASE CLASS 5	TON	0	\$ 17.50	\$ -
5	2301.511	STRUCTURAL CONCRETE	CU YD	0	\$ 70.00	\$ -
6	2521.501	4" CONCRETE WALK	SQ FT	9400	\$ 5.00	\$ 47,000.00
7	2521.618	CONCRETE WALK	SQ FT	410	\$ 7.50	\$ 3,075.00
8	2540.618	CONCRETE PAVERS	SQ FT	725	\$ 15.00	\$ 10,875.00
9	2571.501	CONIFEROUS TREE 8' HT B&B	EACH	0	\$ 450.00	\$ -
10	2571.502	DECIDUOUS TREE 2" CAL. B&B	EACH	22	\$ 375.00	\$ 8,250.00
11	2571.502	DECIDUOUS TREE NO 15 CONT	EACH	9	\$ 320.00	\$ 2,880.00
12	2571.502	DECIDUOUS TREE NO 25 CONT	EACH	16	\$ 350.00	\$ 5,600.00
13	2571.503	ORNAMENTAL TREE 2" CAL B&B	EACH	0	\$ 350.00	\$ -
14	2571.505	DECIDUOUS SHRUB NO 2 CONT	EACH	80	\$ 30.00	\$ 2,400.00
15	2571.505	DECIDUOUS SHRUB NO 3 CONT	EACH	203	\$ 35.00	\$ 7,105.00
16	2571.505	DECIDUOUS SHRUB NO 5 CONT	EACH	0	\$ 40.00	\$ -
17	2571.507	PERENNIAL #1 CONT.	EACH	529	\$ 20.00	\$ 10,580.00
18	2571.507	PERENNIAL #2 CONT	EACH	139	\$ 25.00	\$ 3,475.00
Schedule C Subtotal:						\$ 101,240.00

Schedule: D

Description: STORM SEWER & RAIN GARDENS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0	\$ 101,000.00	\$ -
2	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	0	\$ 10.00	\$ -
3	2104.509	REMOVE MANHOLE	EACH	0	\$ 500.00	\$ -
4	2104.509	REMOVE CATCH BASIN	EACH	0	\$ 500.00	\$ -
5	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	0	\$ 10.00	\$ -
6	2105.607	CRUSHED ROCK	CU YD	0	\$ 30.00	\$ -
7	2106.607	EXCAVATION - COMMON	CU YD	0	\$ 10.00	\$ -
8	2501.515	15" RC PIPE APRON	EACH	0	\$ 725.00	\$ -
9	2501.561	15" RC PIPE CULVERT DES 3006	LIN FT	0	\$ 32.00	\$ -
10	2503.541	15" RC PIPE SEWER DESIGN 3006	LIN FT	0	\$ 27.00	\$ -
11	2503.541	18" RC PIPE SEWER DESIGN 3006	LIN FT	0	\$ 28.00	\$ -
12	2506.501	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	0	\$ 3,000.00	\$ -
13	2506.501	CONST DRAINAGE STRUCTURE DESIGN 48-4020	EACH	4	\$ 2,500.00	\$ 10,000.00
14	2506.501	CONST DRAINAGE STRUCTURE DESIGN 60-4020	EACH	0	\$ 4,500.00	\$ -
15	2506.516	CASTING ASSEMBLY	EACH	4	\$ 750.00	\$ 3,000.00
16	2506.602	CONNECT TO EXISTING STRUCTURE	EACH	2	\$ 100.00	\$ 200.00
17	2571.503	ORNAMENTAL TREE 2" CAL B&B	EACH	0	\$ 350.00	\$ -
18	2571.505	DECIDUOUS SHRUB NO 2 CONT	EACH	60	\$ 30.00	\$ 1,800.00
19	2571.505	DECIDUOUS SHRUB NO 3 CONT	EACH	90	\$ 35.00	\$ 3,150.00
20	2571.505	DECIDUOUS SHRUB NO 5 CONT	EACH	8	\$ 40.00	\$ 320.00
21	2571.507	PERENNIAL #1 CONT.	EACH	0	\$ 20.00	\$ -

ENGINEER'S OPINION OF PROBABLE COST

Contract: C.P. 14-01
Owner: CITY OF MAPLEWOOD
Project: GLADSTONE PHASE 2



KHA Job No: 160500045

22	2574.550	COMPOST GRADE 2	CU YD	0	\$ 20.00	\$ -
23	2575.513	MULCH MATERIAL TYPE 6	CU YD	0	\$ 40.00	\$ -
Schedule D Subtotal:						\$ 18,470.00

Schedule: E
 Description: SANITARY SEWER

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0	\$ 101,000.00	\$ -
2	2503.511	8" PVC PIPE SEWER	LIN FT	95	\$ 20.00	\$ 1,900.00
3	2503.602	8" PIPE PLUG	EACH	3	\$ 10.00	\$ 30.00
4	2503.603	CONSTRUCT 8" INSIDE DROP	LUMP SUM	1	\$ 2,000.00	\$ 2,000.00
5	2503.603	LINING SEWER PIPE 8"	LIN FT	0	\$ 50.00	\$ -
6	2506.602	CONNECT TO EXISTING STRUCTURE	EACH	2	\$ 100.00	\$ 200.00
Schedule E Subtotal:						\$ 4,130.00

Schedule: F
 Description: WATER MAIN

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0	\$ 101,000.00	\$ -
2	2104.505	REMOVE CONCRETE WALK	SQ YD	15	\$ 5.00	\$ 75.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	67	\$ 3.00	\$ 201.00
4	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	100	\$ 5.00	\$ 500.00
5	2504.602	WATER UTILITY HOLE	EACH	4	\$ 600.00	\$ 2,400.00
6	2504.602	ADJUST GATE VALVE	EACH	5	\$ 500.00	\$ 2,500.00
7	2504.603	WATER SERVICE TRENCH EXCAVATION	LIN FT	300	\$ 25.00	\$ 7,500.00
8	2540.602	DRINKING FOUNTAIN	EACH	0	\$ 9,000.00	\$ -
Schedule F Subtotal:						\$ 13,176.00

Schedule: G
 Description: FLICEK PARK

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0	\$ 101,000.00	\$ -
2	2101.501	CLEARING	ACRE	0	\$ 4,500.00	\$ -
3	2101.502	CLEARING	TREE	0	\$ 200.00	\$ -
4	2101.506	GRUBBING	ACRE	0	\$ 4,500.00	\$ -
5	2101.507	GRUBBING	TREE	0	\$ 200.00	\$ -

ENGINEER'S OPINION OF PROBABLE COST

Contract: C.P. 14-01
Owner: CITY OF MAPLEWOOD
Project: GLADSTONE PHASE 2



KHA Job No: 160500045

6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	0	\$ 10.00	\$ -
7	2104.501	REMOVE CHAIN LINK FENCE	LIN FT	0	\$ 5.00	\$ -
8	2104.509	REMOVE SIGN TYPE C	EACH	0	\$ 35.00	\$ -
9	2104.509	REMOVE BENCH	EACH	0	\$ 25.00	\$ -
10	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	0	\$ 5.00	\$ -
11	2104.523	SALVAGE SIGN TYPE C	EACH	0	\$ 50.00	\$ -
12	2106.607	EXCAVATION - COMMON	CU YD	0	\$ 10.00	\$ -
13	2106.607	COMMON EMBANKMENT (CV)	CU YD	0	\$ 20.00	\$ -
14	2232.501	MILL BITUMINOUS SURFACE (FULL DEPTH)	SQ YD	0	\$ 5.00	\$ -
15	2301.511	STRUCTURAL CONCRETE	CU YD	0	\$ 70.00	\$ -
16	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	0	\$ 70.00	\$ -
17	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	0	\$ 70.00	\$ -
18	2511.607	INSTALL RANDOM RIPRAP	CU YD	0	\$ 50.00	\$ -
19	2531.501	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	0	\$ 12.50	\$ -
20	2531.603	CONCRETE RIBBON CURB	LIN FT	0	\$ 15.00	\$ -
21	2571.502	DECIDUOUS TREE 2" CAL. B&B	EACH	0	\$ 375.00	\$ -
22	2573.502	SILT FENCE, TYPE MS	LIN FT	0	\$ 1.50	\$ -
23	2573.530	STORM DRAIN INLET PROTECTION	EACH	0	\$ 150.00	\$ -
24	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	0	\$ 5,000.00	\$ -
25	2573.560	CULVERT END CONTROLS	EACH	0	\$ 350.00	\$ -
26	2575.501	SEEDING	ACRE	0	\$ 75.00	\$ -
27	2575.502	SEED MIXTURE 25-141	POUND	0	\$ 5.00	\$ -
28	2575.505	SODDING TYPE LAWN	SQ YD	0	\$ 4.00	\$ -
29	2575.508	FERTILIZER TYPE 4	POUND	0	\$ 0.75	\$ -
30	2575.511	MULCH MATERIAL TYPE 1	TON	0	\$ 25.00	\$ -
31	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	0	\$ 5.00	\$ -
32	2575.570	RAPID STABILIZATION METHOD 1	ACRE	0	\$ 25.00	\$ -
33	2575.572	RAPID STABILIZATION METHOD 4	SQ YD	0	\$ 2.00	\$ -
34	2582.501	PAVEMENT MESSAGE (HANDICAPPED SYMBOL) PAINT	EACH	0	\$ 75.00	\$ -
35	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	0	\$ 0.35	\$ -
Schedule G Subtotal:						\$ -

Schedule: H
 Description: SAVANNA

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2511.609	ROUGH CUT LIMESTONE BLOCKS	TON	0	\$ 250.00	\$ -
2	2540.602	STONE BENCH	EACH	0	\$ 1,700.00	\$ -
3	2540.603	LANDSCAPE EDGER	LIN FT	0	\$ 5.00	\$ -
4	2540.618	STONE TYPE 1	EACH	0	\$ 1,200.00	\$ -
5	2540.618	STONE TYPE 2	EACH	0	\$ 1,100.00	\$ -
6	2540.618	STONE TYPE 3	EACH	0	\$ 2,600.00	\$ -
7	2540.618	STONE TYPE 4	EACH	0	\$ 1,100.00	\$ -
8	2540.618	CONCRETE PAVERS - TYPE 1	SQ FT	0	\$ 15.00	\$ -
9	2540.618	CONCRETE PAVERS - TYPE 2	SQ FT	0	\$ 25.00	\$ -
10	2571.502	DECIDUOUS TREE 1.5" CAL. B&B	EACH	0	\$ 325.00	\$ -
11	2571.502	DECIDUOUS TREE 2.5" CAL B&B	EACH	0	\$ 375.00	\$ -
12	2571.502	DECIDUOUS TREE NO 25 CONT	EACH	0	\$ 350.00	\$ -
13	2571.505	DECIDUOUS SHRUB NO 2 CONT	EACH	0	\$ 30.00	\$ -
14	2571.505	DECIDUOUS SHRUB NO 3 CONT	EACH	0	\$ 35.00	\$ -

ENGINEER'S OPINION OF PROBABLE COST

Contract: C.P. 14-01
Owner: CITY OF MAPLEWOOD
Project: GLADSTONE PHASE 2



KHA Job No: 160500045

15	2571.505	DECIDUOUS SHRUB NO 5 CONT	EACH	0	\$ 40.00	\$ -
16	2571.507	PERENNIAL #1 CONT.	EACH	0	\$ 20.00	\$ -
17	2571.507	PERENNIAL 4" CONT	EACH	0	\$ 8.00	\$ -
18	2575.607	LANDSCAPE ROCK	SQ FT	0	\$ 5.50	\$ -
19	2575.608	SEED MIXTURE SPECIAL 1	POUND	0	\$ 10.00	\$ -
20	2575.608	SEED MIXTURE SPECIAL 2	POUND	0	\$ 9.00	\$ -
Schedule H Subtotal:						\$ -

Schedule: I
 Description: STREET LIGHTING

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2545.511	LIGHTING UNIT TYPE 1	EACH	4	\$ 6,000.00	\$ 24,000.00
2	2545.511	LIGHTING UNIT TYPE 2	EACH	4	\$ 800.00	\$ 3,200.00
3	2545.515	CONCRETE LIGHT BASE	EACH	8	\$ 1,250.00	\$ 10,000.00
4	2545.523	2" NON-METALLIC CONDUIT	LIN FT	1020	\$ 8.00	\$ 8,160.00
5	2545.531	UNDERGROUND WIRE 1 COND NO 10	EACH	1020	\$ 1.25	\$ 1,275.00
6	2545.541	SERVICE CABINET	EACH	0	\$ 6,500.00	\$ -
7	2545.553	HANDHOLE	EACH	2	\$ 900.00	\$ 1,800.00
Schedule I Subtotal:						\$ 48,435.00

COST SUMMARY

Contract: C.P. 14-01
Owner: CITY OF MAPLEWOOD
Project: GLADSTONE PHASE 2

Schedule	Description	Amount
A	FROST AVE - ROADWAY IMPROVEMENTS	\$ 265,505.25
B	ENGLISH ST - ROADWAY IMPROVEMENTS	\$ 55,352.00
C	SIDEWALK & STREETScape	\$ 101,240.00
D	STORM SEWER & RAIN GARDENS	\$ 18,470.00
E	SANITARY SEWER	\$ 4,130.00
F	WATER MAIN	\$ 13,176.00
G	FLICEK PARK	\$ -
H	SAVANNA	\$ -
I	STREET LIGHTING	\$ 48,435.00

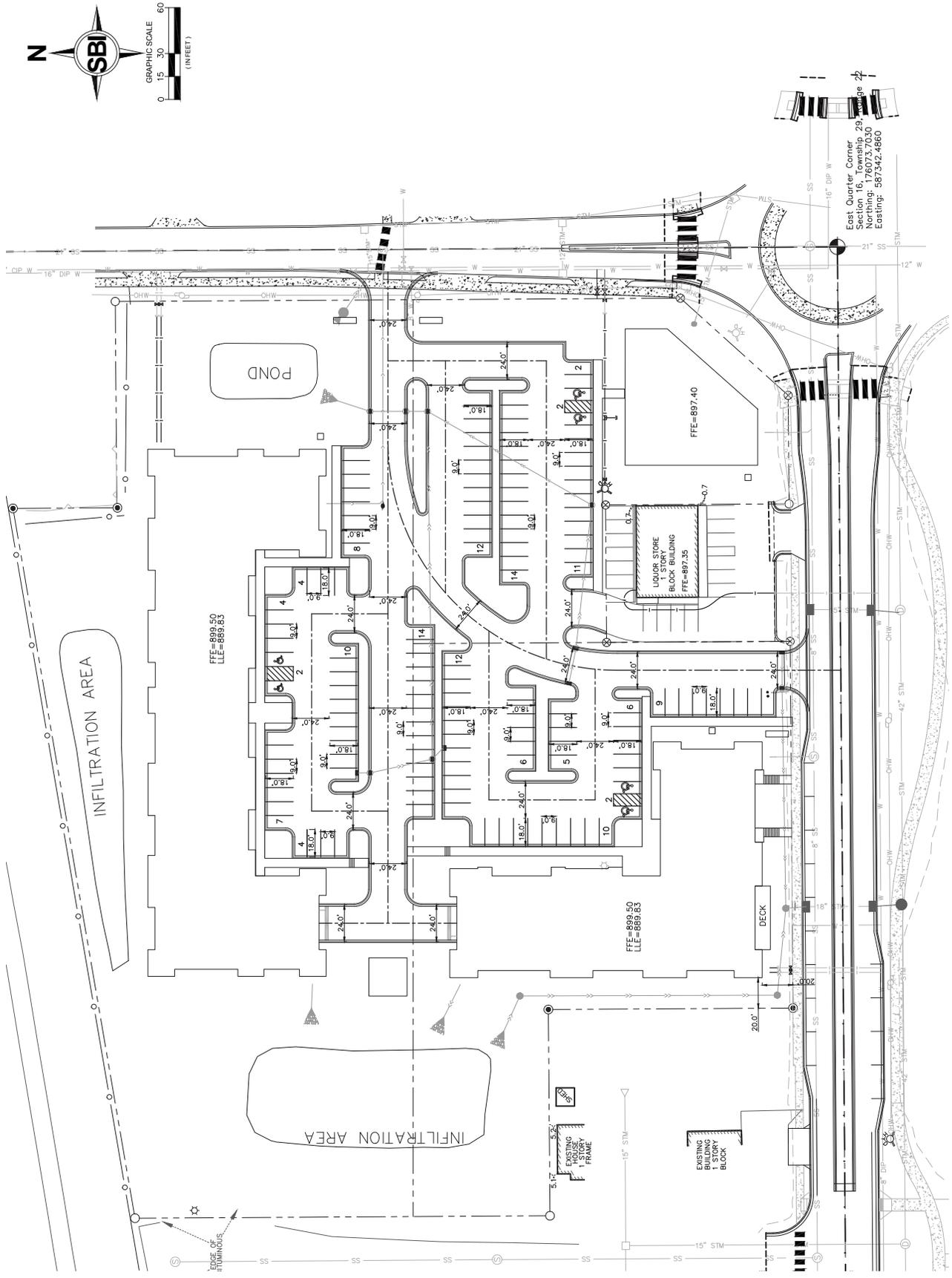
ENGINEER'S OPINION OF PROBABLE COST

Contract: C.P. 14-01
Owner: CITY OF MAPLEWOOD
Project: GLADSTONE PHASE 2

KHA Job No: 160500045



Total Base Bid \$ 506,308.25



Kas Wilson Architects
 1301 American Blvd. E. Suite 100
 Bloomington, MN 55425
 Tel: (612) 879-6000
 www.kaswilson.com

Civil/Landscape:
 Solution Blue
 318 Cedar St
 St. Paul, MN 55101
 Tel: (651) 294-0038
 solutionblue.com

Structural

Mechanical/Plumbing

Electrical

The Villages at Frost-English (Family)
 1955 English Street
 Maplewood, MN 55109
 Sherman Assoc. LLC
 233 Park Ave S
 Minneapolis, MN 55413
 (612) 332-3000
 www.sherman-associates.com

Project Number: 1444
 Date: 01/02/2014
 Drawn By: LMW
 Checked By: RAT

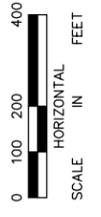
NOT FOR CONSTRUCTION

Rev. No.	Revision	Date

SITE PLAN

C500

East Quarter Corner
 Section 16, Township 29,
 Northing: 1760737030
 Easting: 3873424660



MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, Director of Public Works/City Engineer
Scott Schultz, Utility/Fleet/Parks Superintendent

DATE: September 22, 2015

SUBJECT: Approval of Purchase of One-Ton Dump/Plow Truck

Introduction

The 2016 capital outlay budget includes funding for the replacement of one 1-ton truck. Council approval is needed to move forward with this purchase.

Background

The one-ton purchased back in 1999 truck is in need of replacement. This unit is one of three service trucks used by the utility division for maintenance of our sanitary sewer system. This truck is utilized year round for sanitary sewer maintenance, and snow plowing operations in the winter. The old truck is no longer cost effective to operate as it has high mileage and high cost repairs. It will be sold at state auction with proceeds returning to the fleet management fund.

Budget Impact

The 2016 capital improvement plan identified \$72,000.00 under project number PW 12.050 for the replacement of the unit described above. Due to increasing truck and equipment pricing, staff is requesting the truck be ordered by September 30, 2015. The city will take delivery and be invoiced after January 1, 2016. This truck will be purchased under MN State Contract pricing. Following are the costs for the replacements:

Ford F550 Chassis	\$43,448.60
Towmaster Dump body and equipment	\$17,028.00
Crysteel Boss V – Plow	<u>\$6,040.69</u>
Total cost	\$66,517.29

The total cost for this purchase is \$66,517.29. This is \$5,482.71 less than the anticipated \$72,000.00 originally allocated. The remaining dollars will be used for future fleet purchases.

Recommendation

It is recommended that the council approve the purchase of the one ton truck and equipment and to enter into contracts with the following vendors for these purchases under MN State Contracts in an amount totaling \$66,517.29:

Midway Ford, 2016 F550 chassis

Towmaster Truck Equipment, 2016 Dump Body and Equip.

Crysteel, Boss V – Plow

MN State Contract #74464

MN State Contract #84884

MN State Contract #73055

Attachments

1. Quote/Specs from Midway Ford
2. Quote/Specs from Towmaster Truck Equipment
3. Quote/Specs from Crysteel Equipment

Midway Ford Commercial
Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



Travis Swanson G4, Attachment 1
 651-343-5212
 tswanson@rosevillemidwayford.com

Fax # 651-604-2936

C-98 Contract #74464
2016 F550 4X4 -Regular Cab Chassis (DRW) 60" Cab to Axle XL

Standard

Automatic Transmission
Dual Front Air Bags
AM/FM Radio
Tow Hitch
Tilt Wheel
Upfitter Switches

40/20/40 Vinyl Front Seat
Standard Base Upholstery
4-Wheel ABS Brakes
Air Conditioning
225/70r19.5 E All Season Tires

Front Tow Hooks
Rubber Floor Covering
Black Bumper
6.8L V10
Cab Lights

Options	Code	Price	Select	Exterior Colors		Select
Brake Controller	52B	\$230	x	Blue Jeans Metallic	N1	
Snow Plow package	473	\$73	x	Race Red	PQ	
Cloth seats	1	\$85	x	Green Gem Metallic	W6	
Limited Slip Diff	X4L	\$308	x	Caribou Metallic	H5	
Luverne Running Boards		\$475	x	Tuxedo Black Metallic	UH	
XL Value Pkg	96V	\$507	x	Magnetic Metallic	J7	
High Cap Trailer Tow	535	\$299	x	Ingot Silver Metallic	UX	
6.7L Diesel Engine	99T	\$7,229	x	School Bus Yellow		x
Daytime Run Lights	942	\$38	x	Interior Colors		
Block Heater	41H	N/C	x	Steel only (color for XL)		
PTO ports	62R	\$239	x	Extended Service Contracts		
Special order Paint		\$747	x	5yr/100000m F450/550 Gas 4x2	Cost	Select
				5yr/100000m F450/550 Gas 4x4	\$1,420	
				5yr/100000m F450/550 Diesel 4x2	\$1,615	
				5yr/100000m F450/550 Diesel 4x4	\$1,830	
					\$2,370	
Option Total		\$10,230		More time and mileage options available		
Base Price			Totals	You must have a active FIN code to participate in this purchase contract : FIN code # _____		
6.8L V10			\$33,198.60	Purchase Order required prior to order placement		
Options Price Totals			\$10,230.00	Payment due upon agreed vehicle acceptance		
Extended Warranty				Name of Organization		
Transit Impr Excise Tax			\$20.00	Address		
Tax Exempt Lic				City, State, Zip		
Other				Contact Person/ Phone #		
Document fee (if Midway to title)				Contact's e-mail address and fax #		
Sub total per vehicle			\$43,448.60	Midway Ford Acceptance Signature		
Number of Vehicles			1	Date		
Grand Total for all units			\$43,448.60			
PO #						
Acceptance Signature						
Print Name and Title						
Date						



Towmaster, Inc.
 61381 US Hwy. 12, Litchfield, MN
 Phone: 800-462-4517 / 320-693-7900



Truck Equipment - Cutting Edges - Asphalt Repair Equipment

FX: 320-693-7921

STATE CONTRACT #84884

Parts FX: 320-593-5703

Bill To: MAPLEWOOD, CITY OF 1830 E COUNTY RD B MAPLEWOOD, MN 55109	Cust#: 3088	Phone: 651-249-2000 FAX: 651-249-2009	Ship To: MAPLEWOOD, CITY OF 1830 E COUNTY RD B MAPLEWOOD, MN 55109	Phone: 651-249-2000 FAX: 651-249-2009
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Contact:	Contact:
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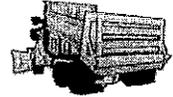
PO#	QUOTE No.	Terms	Created Date	Latest Rev Date	Appx. Ship Date
	13385-TME	NET 30 DAYS	09/16/2015	9/16/2015	
Trk VIN	MO #	CO #	Salesman	Tim Erickson	
Freight Instructions:	Build Instructions:	Other Credit:	Other Charge:		
F.O.B. LITCHFIELD, MN	Prices valid on orders placed by 9/31/2015				

ATTENTION: Scott Schultz 84884

Qty	Part No.	Description	Discount Rate:	0.00%	Price Each	Net Amt
1	9901561	Body 096-FSS-40-15-21-H450 w/15" high 12 ga SS Fold-Down Sides, 21" high 10 ga SS Lever Top Pin release Tailgate, 40" high 10 ga SS Front, & 3/16" Hardox-450 floor. S-T-T light on Front Headboard & Cabshield & rear mudflaps included			8,500.00	8,500.00
1	9901438	HOIST OSP 9' 515SF HOIST W/SUB FRAME, ELECTRIC PUMP, Dump angle: 45°, DOUBLE acting, W/rear hinge point & OSHA approved safety prop.			2,250.00	2,250.00
1	9901454	INSTALLATION OF DUMP BODY & ELECTRIC HOIST -- NOTE: SEE LINE ITEM FOR HOIST PUMP LOCATION			1,203.00	1,203.00
1	SPECIAL REQUEST	Special Request Charges for: Installation of Hoist Power unit in RH toolbox in lieu of standard subframe mounting			190.00	190.00
1	9901110	FMVSS LIGHT PKG			180.00	180.00
1	9901111	INSTALLATION OF FMVSS LIGHT PKG			255.00	255.00
1	9901897	Light Warning TMTE-6 2 L32LAF TOP MOUNT LED STROBES, 2 5VA02ZAD REAR STROBES WITH GROMMETS INSTALLED			1,342.00	1,342.00
2	9903685	Light, Warning, Whelen WIONSMA, Amber LED, surface mount, Each, Installed -- FRONT GRILLE MOUNTED			226.00	452.00
1	9901171	Fenders M1900 W/Brkts for 19.5" Installed			587.00	587.00
2	9901583	Tool Box PRO-TECH 18" x 18" x 30" SINGLE DROP DOOR tool box -- (1) Ea LH & RH frame rails			344.00	688.00
2	9901572	Tool Box Labor and install kit to INSTALL 24"-48" TOOL BOX			212.00	424.00
1	9900775	Hitch TMTE Medium Duty Hitch Plate assembly			194.00	194.00
1	9901172	Hitch installation of med duty hitch (Weld On)			174.00	174.00
1	9900765	Hitch 6 contact Standard Round socket installed			103.00	103.00



Towmaster, Inc.
 61381 US Hwy. 12, Litchfield, MN
 Phone: 800-462-4517 / 320-693-7900



Truck Equipment - Cutting Edges - Asphalt Repair Equipment

1	9900777	Hitch Combo Pintle/Ball (2"). NOTE: DERATES Hitch to 3,000 lbs vertical & 12,000 lbs GTW, installed	165.00	165.00
1	9901112	ICC BUMPER	129.00	129.00
1	9901113	INSTALLATION OF ICC BUMPER	192.00	192.00

NOTE: If changes are made to an order after a P.O. has been issued, a FEE may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

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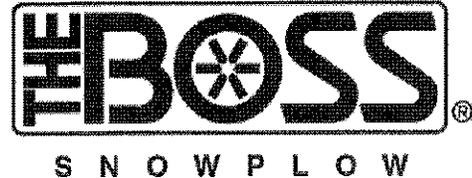
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September 18, 2015

Scott Schultz
 City of Maplewood
 1902 County Road B East
 Maplewood, MN 550109



Admin Minnesota Materials Management Division CONTRACT RELEASE: T-763(5)
 CONTRACT NUMBER : 73055

Boss V-XT Vee Plows
 Moldboard lengths listed below
 Moldboard 11 gauge steel 9'2"
 Moldboard height at middle all models 30" high
 Moldboard height at ends 38"(9'2")
 1/2" x 6" steel cutting edge
 (4) trip springs
 1-3/4" x 10" angle cylinders on steel plows
 2" x 1-1/8" x 10" lift cylinder
 Locking cylinders
 Smart Hitch 2
 Smart Light 2
 Joystick control



Steel Plow	Price	\$ 5,785.00
9'2" V-XT Steel Vee Plow		\$ 255.69
Snow Deflector Installed		\$ 6,040.69
Total		

Sincerely,

Ryan Henry
 Municipal Parts and Sales
 Crysteel Truck Equipment

- All prices are subject to applicable taxes
- Quotes are good for 30 days

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Karen Haag, City Clerk

DATE: September 23, 2015

SUBJECT: Approval of Resolution Certifying Election Judges for the November 3, 2015 Municipal General Election

**RESOLUTION
CERTIFYING ELECTION JUDGES**

RESOLVED, that the City Council of Maplewood, Minnesota, accepts the following list of Election Judges for the 2015 Municipal General Election to be held on Tuesday, November 3, 2015.

Audrey Duellman	Gary Gardner	Charlotte Lampe
Meridith Aikens	Terrence Garvey	Tom Layer
Jim Allen	Diane Golaski	Claudette Leonard
Sam Anderson	Ane Gravelle	Sandy Lewis
Theodore Anderson	Barb Gravink	Marianne Liptak
Nancy Anderson	Jamie Gudknecht	Darlene Loipersbeck
Ahsan Ansari	Dianne Gustafson	Jules Loipersbeck
Ajla Arnold	Joyce Haddad	Claudia Lonetti
David Bedor	Michael Hafner	Valerie Mahowald
Jaime Belland	Joann Hagemo	Jeri Mahre
Al Bierbaum	Vonna Hahn	John Manthey
Diane Bjorklund	Sandra Hahn	Thomas Maskrey
Donita Bolden	Mary Harder	John McCann
Michele Booher	Robert Hart	Peggy McCarthy
Jeanne Bortz	Barbara Hart	Larry McCarthy
Albert Bortz	Jean Heininger	Judy McCauley
Richard Brandon	Darlene Herber	Joan McDonough
Ginny Brandon	Gary Hinnenkamp	Dorothy Molstad
Eugene Bunkowske	Robert Hulet	Marlene Moreno
Bernice Bunkowske	Jeanette Hulet	Betty Motz
Jeanette Carle	Raymond Huth	Frederick Nazarian
Fannie Carson	Patricia Huth	Mary Newcomb
Justin Carson	Carol Jagoe	Ann Norberg
Ann Cleland	David Jahn	D. William (Bill) O'Brien
Edward Combe	Gwendolyn Jefferson	Anita Olson
Colleen Connolly	Robert Jensen	Dian Parent
Bonnie Dahl	Judith Johannessen	Laura Paulsen
Phil DeZelar	Cheryle Johnson	Marilyn Peper
Charlene Dickerson	Warren Johnson	Joseph Plumbo
Helen Jean Dickson	Shirley Jones	Roger Posch
Diane Droeger	Myrna Kane	Steve Putz
Carolyn Eickhoff	Judy Kiges	Roy Reichow
Jeanne Ewald	Judy Kipka	Andrew Reichow
Nick Franzen	Lois Knutson	Rita Renslow
Mary Jo Freer	Dennis Kramer	Vincent Rodriguez
Mary Katherine Fuller	John Krebsbach	Warren Sands
Barbara Funk	Elaine Kruse	Kathleen Sauer

Sharon Sawyer
Cynthia Schluender
William Schmidt
Betty Schramel
Jim Schramel
James Seitz
Deborah Seyfer
Delaney Skaar
Susan Skaar
Bob Spangler

Tim Stafki
Chris Swanson
Lori Taylor
Carol Thomalla
Dale Trippler
Jo Trippler
Micki Tschida
Carolyn Urbanski
Holly Urbanski
Mary Vanek

Joanne Wagner
Gayle Wasmundt
Deborah Weinberg
Steven Weinberg
Robert Wiesner
Cindy Yorkovich
Helen Zian
Leroy Zipko

Recommendation

Approval of the list of election judges is requested. Approval of this Resolution does not qualify individuals to serve as election judges. Appointments will be made from this list to fill the needed positions but not everyone on this list may be appointed. Additionally, individuals that have not completed the required election judge training and completed the paperwork required by the city will not be permitted to work unless they have met these requirements.

AGENDA REPORT

TO: Melinda Coleman, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Approval of Resolution Accepting a Donation to the Fire Department from Costco
DATE: September 21, 2015

INTRODUCTION

The fire department has received a donation from Costco of 58 cases of water valued at approximately \$250.00. This water is used year-round to ensure that our firefighters stay hydrated when training, fighting fires and during other emergency events during the hot summer months. Water is placed on all of our fire trucks with a larger quantity of water stored on our rehab vehicle.

RECOMMENDATION

I recommend that the city council approve to accept the 58 cases of water valued at approximately \$250.00 donated from Costco.

ATTACHMENTS

Resolution Authorizing Gift to City

RESOLUTION AUTHORIZING GIFT TO CITY

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

WHEREAS, Costco wishes to grant the city of Maplewood the following: A case of water valued at approximately \$250.00, and;

WHEREAS, Costco has instructed that the City will be required to use the aforementioned for: use by the fire department, and;

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

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

The Maplewood City Council passed this resolution by four-fifths or more majority vote of its membership on _____, 20_____.

Signed:

Signed:

Witnessed:

(Signature)

(Signature)

(Signature)

Mayor
(Title)

Chief of Fire
(Title)

City Clerk
(Title)

(Date)

(Date)

(Date)

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Karen Haag, Director of Citizen Services
Ajla Arnold, Citizen Services

DATE: September 21, 2015

SUBJECT: Consider Approval of Change to City Code of Ordinances - First Reading:

- a. Ordinance Adopting the Republication of the City Code of Ordinances
- b. Ordinance Repealing Chapter 8, Article V Pertaining to Billiard Parlors and Poolrooms Licenses
- c. Ordinance Repealing Chapter 14, Article XIV Pertaining to Private School Licenses
- d. Ordinance Repealing Chapter 14, Article XVI Pertaining to Tanning Facilities
- e. Ordinance Repealing Chapter 42, Article I and Article II Pertaining to Taxi Cab Licenses

Introduction

Up for Council consideration are several ordinances' first reading approvals in preparation for the republication of the City Code as the next phase, after their final approval through second reading.

The following ordinances are introduced for first reading:

- a. Ordinance Adopting the Republication of the City Code of Ordinances
- b. Ordinance Repealing Chapter 8, Article V Pertaining to Billiard Parlors and Poolrooms Licenses
- c. Ordinance Repealing Chapter 14, Article XIV Pertaining to Private School Licenses
- d. Ordinance Repealing Chapter 14, Article XVI Pertaining to Tanning Facilities
- e. Ordinance Repealing Chapter 42, Article I and Article II Pertaining to Taxi Cab Licenses

Additionally, staff would like the council to consider approval of several administrative changes to the code language that mainly deal with specific references to the expiration dates for various business licenses/permits to allow for those to be set administratively. Staff has also updated the dollar amounts for liability insurance in several sections of the code in order to bring them in line with the current requirements. A section was added in Chapter 14, Pawnbrokers, to clarify that only one pawnbroker license will be issued by the city at any time; a provision that has been inadvertently omitted when the repealing ordinance was passed. Additionally, several sections have been updated to reflect the current administrative procedures regarding the transferability of licenses and the appropriate departments issuing same. Staff is asking the Council to consider these as administrative changes/updates not involving a formal process of adoption through ordinance requiring two readings, as these are housekeeping items in nature.

Background and Discussion

(a) Ordinance Adopting the Republication of the City Code of Ordinances. The city code of ordinances was republished in February 2012. The service of publishing and web hosting of the Code is done by Municipal Code Corporation based on the agreement authorized in 2011. Since then, there has been one Supplement to the Code done in May 2013. The Code is web hosted at www.municode.com.

Initially, staff was planning on completing the web-based supplementation quarterly, but due to budget issues and variable volume of ordinances being adopted on a quarterly basis, it has been determined that the supplementation should be done after enough number of ordinances has been passed. In the meantime, each ordinance that has been adopted by the Council becomes immediately available for viewing on the city's website in addition to being published in the minutes.

The following ordinances have been passed since the last supplementation and available on the city website and will be added to the Code as Supplement No.2:

1. Ordinance Amending the Environmental Protection and Critical Area Article of the City Code (Approved by Council 02.11.2013)
2. Ordinance Amendment for Residential Alarm License (Approved by Council 02.11.2013)
3. Small Kennel License Ordinance Revision (Approved by Council 08.12.2013)
4. Ordinance Amending the Xcel Energy Franchise Fee (Approved by Council 08.26.2013)
5. Ordinance Amendment Regarding Distance Requirements for Off-Sale Intoxicating Liquor License (Approved by Council 09.23.2013)
6. Ordinance to the Maplewood Municipal Code Regarding the Green Building Program (Approved by Council 09.23.2013)
7. Ordinance to the Maplewood Municipal Code Regarding Subsurface Sewage Treatment System (Approved by Council 09.23.2013)
8. Amendment to the Ordinance Regulating Personal Services Closing Hours (Approved by Council 09.23.2013)
9. Ordinance Amendment to Allow Warehousing in BC (Business Commercial) Zoning Districts by Conditional Use Permit (Approved by Council 07.14.2014)
10. Ordinance Amendment Regarding Public Pools (Approved by Council 07.14.2014)
11. Ordinance Amendment Regarding Food Establishment (Approved by Council 07.14.2014)
12. Ordinance Amendment Regarding Lodging Establishments (Approved by Council 07.14.2014)
13. Amendment to the Ordinance Regulating Tattoo Establishments (Approved by Council 07.28.2014)
14. Alarm Ordinance (Approved by Council 08.25.2014)
15. Dangerous Dogs Ordinance Amendment (Approved by Council 09.22.2014)
16. Cat Permit Ordinance Amendment (Approved by Council 10.13.2014)
17. Dog Permit Ordinance Amendment (Approved by Council 10.13.2014)

18. Ordinance Establishing Minimum Habitable Space Requirements for Senior Housing (Approved by Council 02.23.2015)
19. Ordinance Amendment Regulating On-Sale Intoxicating Liquor Licenses (Approved by Council 03.23.2015)
20. Ordinance Amending Chapter 14, Article XVIII Relating to the Sale of Tobacco Related Products (Approved by Council 05.26.2015)
21. Revised Gas Franchise Ordinance (Approved by Council 06.08.2015)
22. Gas Franchise Fee Ordinance (Approved by Council 06.08.2015)
23. Revisions to Stormwater Ordinances (Approved by Council 06.08.2015)
24. Amendment to Discharge of Firearms Ordinance (Approved by Council 07.13.2015)
25. Amendment to Allow Temporary Exterior Sales in Business Commercial Zoning Districts (Approved by Council 08.24.2015)
26. Amendment to the Ordinance Pertaining to Liquor Served at the Maplewood Community Center (Pending council approval)
27. Amendment to Fireworks Ordinance (Pending council approval)
28. Amendment to Peddlers, Solicitors and Vendors Ordinance (Pending council approval)

The proposed Ordinance language is included in attachment No. 1.

(b) Ordinance Repealing Chapter 8, Article V. Chapter 8, Article V regulates operations of billiard parlors and poolrooms in the city. It was originally adopted in 1990 and amended in 1996. However, currently there are no businesses in the city that operate as billiard parlors or pool halls. Licensing requirements for businesses operating billiard games and pool tables are covered in another chapter of the Code, Chapter 8, Article III, Coin-Operated Amusement Devices. To avoid redundancy in the Code, since a provision already exists to regulate a similar type of activity, staff has drafted an ordinance to repeal the code provisions in their entirety relating to Chapter 8, Article V, Billiard Parlors and Poolrooms.

The proposed Ordinance language is included in attachment No. 2.

(c) Ordinance Repealing Chapter 14, Article XIV. Chapter 14, Article XIV sets out provisions for licensing private schools that are not otherwise licensed by the State. This article has been incorporated in the code throughout subsequent republications since 1957. Requiring a license to operate to a non-public school is not one of the typical regulatory activities of the local authority and it does not seem to meet the requirement of the “general welfare” clause that would allow such licensing, absent any specific authority. The city may, by other means, such as zoning, building, environmental and traffic ordinances regulate operations of any such business.

The proposed Ordinance language is included in attachment No.3.

(d) Ordinance Repealing Chapter 14, Article XVI. Chapter 14, Article XVI provides regulations for the licensing and operations of tanning facilities in the City. This type of activity is regulated by the State through provisions of Chapter 325H. Our city code incorporates by reference all provisions of State law in their entirety, therefore, staff is asking the council to consider repealing the ordinance since the regulatory language already exists in State Statutes.

The proposed Ordinance language is included in attachment No. 4.

(e) Ordinance Repealing Chapter 42 – Vehicles for Hire, Article I & II. State Statutes 221.091 subd.2 (Local Government Authority – Small Vehicle Passenger Services) gives the authority to the city to regulate and license taxicab services in the city. The code requires the council to consider “public convenience and necessity” in determining whether to issue a taxicab license to an applicant. The taxicab ordinance has been in our code since 1961 while the city has not had an applicant for such license since 1970. Staff is asking the council to consider repealing the ordinance on those same grounds of “public convenience and necessity” as there seems to be no justification for it at the current time and conditions.

The proposed Ordinance language is included in attachment No. 5.

BUDGET IMPACT

The funds for the project were approved in the 2015 budget. The project is within the budget.

RECOMMENDATION

It is recommended that the City Council approve the first reading of the attached ordinances and the administrative updates to the code language.

Attachments:

1. Ordinance Adopting the Republication of the City Code of Ordinances (1st Reading)
2. Ordinance Repealing Chapter 8 – Amusements and Entertainment, Article V Pertaining to Billiard Parlors and Poolrooms Licenses (1st Reading)
3. Ordinance Repealing Chapter 14 – Businesses and Licensing, Article XIV Pertaining to Private School Licenses (1st Reading)
4. Ordinance Repealing Chapter 14 – Businesses and Licensing, Article XVI Pertaining to Tanning Facilities (1st Reading)
5. Ordinance Repealing Chapter 42 – Vehicles for Hire, Article I and Article II Pertaining to Taxi Cab Licenses (1st Reading)
6. Administrative Language Updates to Various Sections of the City Code

ORDINANCE NO _____

AN ORDINANCE ADOPTING AND ENACTING THE REPUBLICATION OF THE CITY CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE

BE IT ORDAINED BY THE CITY OF MAPLEWOOD:

Section 1. The Code entitled "The Maplewood City Code," published by Municipal Code Corporation, consisting of Chapters 1 through 44, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before December 10, 2012, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine of not more than \$1,000.00 or imprisonment for not more than 90 days or by both fine and imprisonment. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City of Maplewood may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the City of Maplewood to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after December 10, 2012 that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective upon the second reading and subsequent publication of the same.

The Maplewood City Council approved this ordinance on _____ 2015.

ATTEST: Karen Haag
City Clerk

ORDINANCE NO. ____

AN ORDINANCE REPEALING ALL PROVISIONS OF THE MUNICIPAL CODE CHAPTER 8-AMUSEMENTS AND ENTERTAINMENT, ARTICLE V PERTAINING TO BILLIARD PARLORS AND POOLROOMS LICENSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MAPLEWOOD THAT:

Section 1. Chapter 8, sections 8-131 through 8-144 of the Maplewood City Code relating to Billiard Parlors and Poolrooms are hereby REPEALED IN THEIR ENTIRETY.

Section 2. This ordinance shall take effect after publishing in the official newspaper.

The Maplewood City Council approved this ordinance on _____2015.

ATTEST: Karen Haag
City Clerk

ORDINANCE NO. ____

**AN ORDINANCE REPEALING ALL PROVISIONS OF THE MUNICIPAL CODE CHAPTER 14-
BUSINESSES AND LICENSING, ARTICLES XIV PERTAINING TO PRIVATE SCHOOL
LICENSES**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MAPLEWOOD
THAT:**

Section 1. Chapter 14, sections 14-1196 through 14-1230 of the Maplewood City Code relating to Private Schools are hereby REPEALED IN THEIR ENTIRETY.

Section 2. This ordinance shall take effect after publishing in the official newspaper.

The Maplewood City Council approved this ordinance on _____2015.

ATTEST: Karen Haag
City Clerk

ORDINANCE NO. ____

**AN ORDINANCE REPEALING ALL PROVISIONS OF CHAPTER 14, ARTICLE XVI OF THE
CODE OF ORDINANCES PERTAINING TO TANNING FACILITIES**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MAPLEWOOD
THAT:**

Section 1. Chapter 14, sections 14-1296 through 14-1301 of the Maplewood City Code relating to Tanning Facilities are hereby REPEALED IN THEIR ENTIRETY.

Section 2. This ordinance shall take effect after publishing in the official newspaper.

The Maplewood City Council approved this ordinance on _____2015.

ATTEST: Karen Haag
City Clerk

ORDINANCE NO. ____

AN ORDINANCE REPEALING ALL PROVISIONS OF THE MUNICIPAL CODE CHAPTER 42-VEHICLES FOR HIRE, ARTICLES I AND II PERTAINING TO TAXI CAB LICENSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MAPLEWOOD THAT:

Section 1. Chapter 42, sections 42-26 through 42-93 of the Maplewood City Code relating to Vehicles for Hire are hereby REPEALED IN THEIR ENTIRETY.

Section 2. This ordinance shall take effect after publishing in the official newspaper.

The Maplewood City Council approved this ordinance on _____2015.

ATTEST: Karen Haag
City Clerk

ADMINISTRATIVE UPDATES TO THE VARIOUS SECTIONS OF THE CITY CODE

CHAPTER 2-Administration; Article II-City Council

Sec. 2-37.-Primary elections.

The Tuesday following the second Monday in ~~September~~August in each odd-numbered year in which a municipal general election is to be held for the purpose of electing officers is hereby designated as the primary election day for the city.

CHAPTER 8-Amusments and Entertainment; ARTICLE II-Amusement Parks

Sec. 8-37.-License duration.

Licenses issued under this ~~article shall run for a period of one year from the date of issuance~~division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time. A license renewal application shall be filed with the office of the city clerk prior to the expiration date each year.

Sec. 8-40.-Insurance required for licenses.

The holder of any license issued pursuant to this article shall provide a certificate of insurance to the city showing that the licensee has in effect ~~public liability insurance covering bodily injury up to \$10,000.00 for one person, \$20,000.00 for one accident and property damage up to \$2,000.00~~ a Certificate of Insurance evidencing general liability coverage in the amount of at least \$300,000.00 for bodily injury and \$100,000.00 for property damage, with a provision that the City be held harmless.

CHAPTER 10-Animals; ARTICLE V-Commercial Kennels

Sec. 10-374.-License period; fees; renewal; transfer of license.

~~The kennel license provided for in this article shall be an annual license, and the annual license period shall be the calendar year. Licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.~~ The fee for the first license shall be imposed, set, established and fixed by the city council, by resolution, from time to time, payable to the city at the time the application for the license is made. The renewal fee, payable upon application therefor, for each year shall be imposed, set, established and fixed by the city council, by resolution, from time to time, and the application for renewal shall be ~~made prior to December 20 for the year to commence on the following January 1~~filed with the office of the city clerk prior to the expiration date each year. The license provided for by this article shall not be transferrable.

CHAPTER 10-Animals; ARTICLE VI-Pigs

Sec. 10-409.-Annual renewal permit fees.

Any person having a permit under this article to keep pigs on a farm smaller than 40 acres in size shall pay an annual permit fee imposed, set, established and fixed by the city council, from time to time, by resolution. This fee shall not be prorated ~~_, and the license year shall be concurrent with the calendar year, with renewal permit fees due on or before January 10 of each year. The expiration date of such permit is as may be imposed, set, established and fixed by the city clerk, from time to time. A permit renewal application shall be filed with the office of the city clerk prior to the expiration date each year.~~

CHAPTER 10-Animals; ARTICLE IX-Chickens

Sec. 10-486.-Term.

~~The permit period under this section shall expire one year from the date the permit is issued. Permits issued under this division shall have a duration period of one year. The expiration date of such permit is as may be imposed, set, established and fixed by the city clerk, from time to time. A permit renewal application shall be filed with the office of the city clerk prior to the expiration date each year.~~

CHAPTER 12-Buildings and Building Regulations; ARTICLE XII-Swimming Pools; DIVISION 2-Public Pools

Sec. 12-535.-Application for license.

Application for a license for a public pool shall be submitted to the ~~department of community development~~ City Clerk in such form and manner as the city may prescribe.

Sec. 12-537.-License expiration and renewal; denial or revocation of license. (Sec. 12.538 in the new ordinance)

(a) ~~Licenses issued under this division shall expire on December 31 each year. License renewal applications shall be filed with the department of community development prior to December 31 of each year. License issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time. A license renewal application shall be filed with the office of the city clerk prior to the expiration date each year.~~ Failure to comply with these requirements may result in revocation or nonrenewal of the license.

CHAPTER 14-Businesses and Licensing; ARTICLE II-Licenses; DIVISION 2-Home Occupations

Sec. 14-58.-License renewal, revocation.

~~(a) Each person holding a license to conduct a home occupation shall apply to the city clerk each January for renewal. Licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time. A license renewal application shall be filed with the office of the city clerk prior to the expiration date each year.~~ Prior to issuance of a license renewal, the city shall determine that all licensing conditions and city ordinances are being met.

CHAPTER 14-Businesses and Licensing; ARTICLE III-Adult Uses and Sexually Oriented Businesses; DIVISION 2-License

Sec. 14-118.-Fees; grounds for denial or revocation.

~~(b) All licenses shall expire on December 31 in each year. The city shall issue each license for one year. Licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time. A license renewal application shall be filed with the office of the city clerk prior to the expiration date each year. However, if part of the license year has elapsed when the application is made, the city may issue a license for the remainder of the year for a prorated fee. In computing such fee, the city shall count any unexpired fraction of a month as one month.~~

(d) No part of the fee paid for any license issued under this division shall be refunded except for the events listed in this subsection upon application to the city manager within 30 days from the happening of the event. The city shall refund a prorated portion of the fee for the unexpired period of the license, computed monthly, when operation of the licensed business ceases not less than one (1) month before expiration of the license because of the following:

- (1) Destruction or damage of the licensed premises by fire or other catastrophe.
- (2) The licensee's illness.
- (3) The licensee's death.
- (4) A change in the legal status making it unlawful for the licensed business to continue.

CHAPTER 14-Businesses and Licensing; ARTICLE V-Courtesy Benches; DIVISION 2-License

Sec. 14-261.-Indemnity bond and liability insurance.

(d) The limit of liability upon any bond or policy of insurance so posted shall in no case be less than ~~\$25,000.00~~\$300,000.00 for a loss, bodily injuries or death occurring to any one person or arising out of any one accident, and no less than \$100,000.00 for property damage.

CHAPTER 14-Businesses and Licensing; ARTICLE VIII-Lawn Fertilizer Applicators; DIVISION 2-Commercial Fertilizer Application

Sec. 14-454.-Duration and transferability of license.

~~The license issued under this division is effective for the period of January 1 to the following December 31 and must be renewed annually by the licensee. Licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may~~

be imposed, set, established and fixed by the city clerk, from time to time. A license renewal application shall be filed with the office of the city clerk prior to the expiration date each year.

The city shall not prorate any license fee. A license issued under this division is not transferable, and any change in ownership of the licensed business shall terminate the license.

CHAPTER 14-Businesses and Licensing; ARTICLE IX-Lodging Establishments; DIVISION 2-License

Sec. 14-552.-Application.

Application for a license required under this division shall be submitted to the office of ~~community development~~ the city clerk in such form and manner as the city may prescribe.

Sec. 14-553.-Expiration and renewal; revocation or nonrenewal.

(a) ~~Licenses issued under this division shall expire on December 31 each year. Licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.~~ A license renewal application shall be filed with the office of ~~community development~~ the city clerk prior to the expiration date each year.

CHAPTER 14-Businesses and Licensing; ARTICLE XI-Motor Vehicle Repairs; DIVISION 2-License

Sec. 14-667.-Application.

A motor vehicle repair license required under this division shall be issued by the city clerk pursuant to application made by the applicant upon the form to be furnished by the city clerk. The fee for such license shall be imposed, set, established and fixed by the city council, by resolution, from time to time. ~~Such license shall expire on July 31 of the year for which the license is issued and designated by the clerk. Licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.~~ The application shall contain the name and address of the applicant, the location where the license is to be used and such other information as the clerk may require for purposes of the administration of this article.

CHAPTER 14-Businesses and Licensing; ARTICLE XII-Pawnbrokers, Secondhand and Antique Dealers and Expositions, Currency Exchange Business; Division 2-Maplewood Automated Pawn System

Sec. 14-742.-Limitation on number.

No more than one (1) pawnbroker license shall be issued by the City at any time. The city shall give priority to qualified applicants for renewal of an existing license.

CHAPTER 14-Businesses and Licensing; ARTICLE XIII-Personal Services; DIVISION 2-Escort Services; SUBDIVISION 2-Licenses

Sec. 14-927.-Expiration date of premises license.

~~Premises licenses issued under this subdivision shall terminate on December 31 of the year in which such license is issued. Premises licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.~~

Sec. 14-942.-Expiration date of practitioner's license.

~~Practitioner's licenses issued under this subdivision shall terminate on December 31 of the year in which such license was issued. Practitioner's licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.~~

CHAPTER 14-Businesses and Licensing; ARTICLE XIII-PERSONAL SERVICES; DIVISION 3-Saunas and Bathhouses; SUBDIVISION II-Licenses

Sec. 14-1007.-Expiration date.

~~Premises licenses issued under this subdivision shall terminate on December 31 of the year in which such license was issued. Premises licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.~~

Sec. 14-1022.-Expiration date of practitioner's license.

~~Practitioner's license issued under this subdivision shall terminate on the last day of the year in which such license was issued. Practitioner's license issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.~~

CHAPTER 14-Businesses and Licensing; ARTICLE XIII-Personal Services; DIVISION 4-Massage Centers; SUBDIVISION II-Licenses:

Sec. 14-1092.-Expiration date of premises license.

~~Premises licenses issued under this subdivision shall terminate on December 31 of the year in which such license was issued. Premises licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.~~

Sec. 14-1108.-Expiration date of practitioner's license.

~~Practitioner's licenses issued under this subdivision shall terminate on December 31 of the year in which such license was issued. Practitioner's licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.~~

CHAPTER 14-Businesses and Licensing; ARTICLE XV-Service Stations; DIVISION 2-License:

Sec. 14-1263.-Duration; renewal.

~~All licenses issued under this division shall expire one year from and after the date of issue, unless revoked for violation of a state law or city ordinance. Licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.~~ Renewal shall be based upon compliance with all original requirements, to which the applicant shall certify on the renewal application.

Sec. 14-1265.-Transfer.

~~A license issued under this division shall be transferable when the licensee desires to change his place of business or when the licensee has sold and disposed of his business. No transfer of any such license shall be made, except with the consent of the council. All applications for consent of the council to the transfer of any such license shall be made in writing and signed by the licensee and, if applicable, the person to whom it is desired to transfer the license. No license granted for a motor fuel station shall be transferable from person to person or place to place.~~

CHAPTER 22-Lawful Gambling; ARTICLE II-Lawful Gambling

Sec. 22-12.-Local permits.

- (a) No organization shall conduct lawful gambling excluded or exempted from state licensure requirements by Minn. Stats. § 349.166, as it may be amended from time to time, without a valid local permit.
- (b) Applications for issuance or renewal of a local permit shall be on a form prescribed by the city. The application shall contain the following information:
 - (1) Name and address of the organization requesting the permit.
 - (2) Name and address of the officers and person accounting for receipts, expenses, and profits for the event.
 - (3) Dates of gambling occasion for which permit is requested.
 - (4) Address of premises where event will occur.
 - (5) Copy of rental or leasing arrangement, if any, connected with the event including rental to be charged to the organization.
 - (6) Estimated value of prizes to be awarded.
- (c) When filing an application for the issuance of a local permit under this section, the applicant must pay to the city clerk, in full, the amount of the permit fee as imposed, set, established and fixed by the city council, which fee shall not exceed the maximum dollar amount set by the State.
- ~~(d) Upon receipt of an application for issuance or renewal of a local permit, the city clerk shall transmit the notification to the chief of police for its review and recommendation.~~
- ~~(e) The chief of police shall investigate the matter and make review and recommendation to the city clerk as soon as possible to be included in the report for the council, but in no event later than 45 days following receipt of the notification by the city.~~
- ~~(f) The applicant shall be notified in writing of the date on which the council will consider the recommendation.~~
- ~~(g) The council shall receive the public safety department's report and consider the application within 45 days of the date the application was submitted to the city clerk.~~
- ~~(h)~~ (d) The council shall disapprove an application for issuance ~~or renewal~~ of a premises local permit for any of the following reasons:

- (1) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three years.
- (2) Violation by the on-sale establishment, or organization leasing its premises for gambling, of any state statute, state rule, or city ordinance relating to the operation of the establishment, including, but not limited to, laws relating to the operation of the establishment, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice and protection of public safety within the last three years.
- (3) The organization has not been in existence for at least three consecutive years prior to the date of application.
- (4) The organization does not have at least 15 active members.
- (5) Exempted or excluded lawful gambling will not take place at a premises the organization owns or rents.
- (6) Exempted or excluded lawful gambling will not be limited to premises for which an on-sale liquor license has been issued.
- (7) Exempted or excluded lawful gambling will occur at more than four premises within the city.
- (8) More than one licensed, qualified organization will be conducting exempted or excluded lawful gambling activities at any one premises at any one time.
- (9) Failure of the applicant to pay the permit fee within the prescribed time limit.
- (10) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

Otherwise, the council shall approve the application.

Sec. 22-13.-Revocation and suspension of local permit.

- (b) A license permit shall not be revoked or suspended until notice and an opportunity for a hearing have first been given to the permitted person. The notice shall be personally served and shall state the provision reasonably believed to be violated. The notice shall also state that the permitted person may demand a hearing on the matter, in which case the permit will not be suspended until after the hearing is held. If the permitted person requests a hearing, the council shall hold a hearing on the matter at least one week after the date on which the request is made. If, as a result of the hearing, the council finds that an ordinance violation exists, then the council may suspend or revoke the permit.

CHAPTER 30-Solid Waste Management; ARTICLE V-Collection Licenses (Residential, Multiple-Family, and Commercial)

Sec. 30-61.-Application; fee; duration.

- (d) ~~No license issued under this article shall be for a longer period than one year, and all licenses shall expire on December 31 of each year.~~ Licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time. A license renewal application shall be filed with the office of the city clerk prior to the expiration date each year.

CHAPTER 36-Traffic and Vehicles; ARTICLE VII-Recreational Motor Vehicles

Sec. 36-293.-Prohibited operations.

- (a) It is unlawful for any person to operate a recreational motor vehicle:
- (1) On private property without a permit, except as permitted in this article.
 - (2) Carelessly or heedlessly in disregard of the rights or the safety of others or in a manner so as to endanger or likely to endanger person or property.
 - (3) On public property owned or leased by the city, including but not limited to sidewalks, boulevards and parkland.
 - (4) At any place while under the influence of alcohol, as defined in Minn. Stats. § 152.01, subd. 4.
 - (5) In a manner or location so as to create loud, continuous unnecessary or unusual noise. For the purposes of this article, the noise level must be L10/65 dBA's or less, measured 100 feet from the property line or to the nearest residential structure.
 - (6) Unless part of a licensed carnival, sideshow, or licensed amusement park, under chapter 8, article II, or where otherwise authorized by the council, in city ordinance or by resolution.
 - (7) In a manner so as to propel dust into the air which is suspended for longer than ten seconds.
 - ~~(8) On private property except on Tuesdays, Wednesdays and Fridays, from 3:00 p.m. until 8:00 p.m., and on Saturdays from 11:00 a.m. until 5:00 p.m.~~

Sec. 36-294.-Annual permit; fee; revocation.

- (b) Permits shall be issued by the city clerk, ~~and shall expire on the first working day in January of each year. The expiration date of such permit is as may be imposed, set, established and fixed by the city clerk, from time to time. A permit renewal application shall be filed with the office of the city clerk prior to the expiration date each year.~~

CHAPTER 42-Vehicles for Hire; ARTICLE III-Automobile and Trailer Rental Agencies; DIVISION 2-License

Sec. 42-153.-Inspection of premises.

Upon receipt of the application for a license required under this division, the clerk shall direct ~~police chief~~ Environmental and Economic Development Department to cause an on-site inspection to be made of the premises upon which such license is to be used. The ~~chief of police~~ Environmental and Economic Development Department shall, within five days after the date ~~he is it is~~ notified, report back to the clerk in writing. Such report shall recommend the number of vehicles or trailers to be permitted at any one time upon the premises, having due regard for the following:

- (1) Location;
- (2) Traffic;
- (3) Effect upon street and traffic visibility;
- (4) Interference with any neighboring property;
- (5) The size of the parking or storing area available, and
- (6) Any other matter pertaining to safety and appearance as these matters affect the public interest.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Karen Haag, Director of Citizen Services
Ajla Arnold, Citizen Services

DATE: September 21, 2015

SUBJECT: Consider Approval of an Ordinance Amending Chapter 20, Article IV Pertaining to Fireworks - First Reading

Introduction

Chapter 20, Article IV of the City Code contains provisions regarding the use, sale, storage and discharge of fireworks in the city. The last comprehensive update to the fireworks code was completed in 2002. Since then, two major legislatures were passed regulating various provisions of the fireworks business. The most notable changes were introduced in 2003 and include annual fee limits that local governments can impose for the retail sale permits and a provision requiring local governments to allow sales from temporary structures, such as tents, stands, etc., providing those structures comply with the National Fire Protection Association (NFPA) Standard 1124 (2003). Staff is asking the council to consider the following revisions and additions to the current fireworks regulation as outlined in the attached ordinance draft.

Background and Discussion

While our current code does not reflect the language that was introduced in the 2003 legislature allowing sales from temporary facilities, the city has been issuing temporary fireworks retail permits to applicants who are conducting sales out of tents. Such applicants would also need to obtain a separate tent permit. The new language would allow the city to issue permits for any type of permanent and temporary structure, including stands, canopies, membrane structures, vehicles, etc., providing they comply with the NFPA Standard 1124. The current law prohibits the city limiting such permits if the city already allows transient sales to occur within its borders. The proposed ordinance brings our current code in line with the provisions of the state law (Minn. Stat. 624) that allow for permitting such structures.

Another local authority restriction that was introduced in the 2003 legislature was setting the maximum fee amounts the city can impose for such permits and the duration of the permit. The council approved an increase in the fee amount for exclusive fireworks sales to the maximum fee of \$350 at the August 10th 2015 meeting, and the new code language would clarify that the maximum fees and the duration of the permits are prescribed by state law.

While our permitting process is very structured administratively, staff has looked into the current permit code language for both, consumer fireworks and display fireworks, and is proposing some additions to the code language in order to align it with the requirements listed in the permit application. Those additions include the following:

- **Consumer fireworks:** the timeline for the approval process, giving the city at least a 15 day notice to allow for the necessary inspections; listing the applicant's date of birth being that the legal age is set by state law to 18 years; a description of the display/sales structure; the required liability insurance amounts; and the details of what the floor plan needs to include.
- **Display fireworks:** clarifying that the permit cannot be issued to an individual but only to a sponsoring organization and that all indoor permits must be applied for through the State Fire Marshal; the timeline for the approval process, giving the city at least a 15 day notice to allow for the necessary inspections; a description of the date, time, exact location of the event, type and quantity of the fireworks to be discharged; the duration of the permit.

Lastly, staff is proposing to tighten up the code language regarding the storage/display safety requirements so that they are, at the minimum, meeting the requirements listed in Chapter 7 of the NFPA Standard 1124. Those safeguards include specifying the maximum aisle width, the maximum height of the displayed merchandise, the minimum age of the sales clerk (18 years of age), the minimum number of portable fire extinguishers, etc.

Budget Impact

There is no budget impact associated with this request.

Recommendation

It is recommended that the Council approve the amendments to the fireworks ordinance and proceed with the required second reading at the next council meeting.

Attachment:

1. Draft Ordinance (1st Reading)

ORDINANCE NO _____

AN ORDINANCE AMENDMENT TO CHAPTER 20, ARTICLE IV – FIREWORKS

BE IT ORDAINED by the Mayor and City Council of the City of Maplewood that Chapter 20, Article IV – Fireworks is hereby amended to read as follows:

ARTICLE IV. - FIREWORKS

Sec. 20-96. - Purpose.

It is the purpose of this article to govern the possession, use, sale, storage, exportation and display of fireworks in the city.

Sec. 20-97. - 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:

Legal Consumer Fireworks means wire or wood sparklers of not more than 100 grams of mixture per item, other sparkling items which are nonexplosive and nonaerial and contain 75 grams or less of chemical mixture per tube or a total of ~~200~~ 500 grams or less for multiple tubes, snakes and glow worms, smoke devices, or trick noisemakers which include paper streamers, party poppers, string poppers, snappers, and drop pops, each consisting of not more than 0.25 grains of explosive mixture. The term also includes toy pistols, toy guns, in which paper caps containing 0.25 grains or less of explosive compound are used and toy pistol caps which contain less than 0.20 grains of explosive mixture.

Consumer Fireworks Retail Sales (CFRS) Area means the portion of a consumer fireworks retail sales facility or store, including the immediately adjacent aisles, where consumer fireworks are located for the purpose of retail display and sale to the public.

Consumer Fireworks Retail Sales Facility means a permanent or temporary building or structure, CFRS stand, tent, canopy, or membrane structure that is used primarily for the retail display and sale of consumer fireworks to the public.

Consumer Fireworks Retail Sales Stand means a temporary or permanent building or structure that has a floor area not greater than 800 ft², other than tents, canopies, or membrane structures, that is used primarily for the retail display and sale of consumer fireworks to the public.

~~Display distributor means any person selling special fireworks.~~

Distributor means any person selling fireworks to wholesalers and retailers for resale.

Fire ~~chief~~ Marshal means the chief fire inspector of the fire department.

~~Law enforcement officer and code enforcement officer mean individuals authorized to enforce the laws or ordinances of the city.~~

Fireworks Display means large fireworks designed primarily to produce visible or audible effects by combustion, deflagration, or detonation. This term includes, but is not limited to, salutes containing more than 2 grains of explosive materials, aerial shells containing more than 40 grams of pyrotechnic composition, and other display pieces which exceed the limits of explosive materials for classification as “consumer fireworks.”

Manufacturer means any person engaged in the manufacture of fireworks.

Retailer means any person purchasing fireworks for resale to consumers.

Store means a building classified as a mercantile occupancy that contains a variety of merchandise and that is not used primarily for the retail sales of consumer fireworks.

Tent means a temporary membrane structure, with or without sides, including canopies.

Sec. 20-98. - ~~Legal~~ Consumer fireworks

- (a) ~~Legal~~ Consumer fireworks for sale to the general public shall be understood to mean fireworks legal for sale and use in the state under Minn. Stats. § 624.20.
- (b) No individual, firm, partnership, corporation or association shall possess for retail sale in the city, sell or offer for sale at retail or use or possess any fireworks other than ~~legal~~ consumer fireworks. The use of consumer fireworks is not permitted on public property.

Sec. 20-99. - Permit for sale or distribution.

- (a) No person may sell, hold for sale, import, distribute or offer for sale, as speciality retailer or retailer, any fireworks in the city unless such person has first obtained the appropriate permit.
- (b) The fire ~~chief marshal, law enforcement officer and code enforcement officer~~ shall enforce this article. All permit applications shall be submitted to the office of the city clerk at least fifteen (15) days in advance of the date of the sales or retail display. The applications shall be promptly delivered to the planning department and the fire marshal for their review. ~~All retailers shall be required to purchase a retail fireworks permit for each retail location.~~
- (c) The application for a permit under this section shall contain the following information:
 - (1) The name, address, date of birth, and telephone number of the applicant;
 - (2) The address and the phone number of the location where the ~~legal~~ consumer fireworks will be sold;
 - (3) The nature of the site: Building () Vehicle () Tent () Other ()
 - (3)(4) The type of ~~legal~~ consumer fireworks to be sold;
 - (4)(5) The estimate of the quantity of ~~legal~~ consumer fireworks; and
 - (5)(6) A letter from the property owner granting permission to the applicant for use of the property;
 - (7) A statement that applicant understands that the persons selling and purchasing fireworks must be at least 18 years of age;
 - (8) A proof of insurance policy of public general liability in the amount of \$300,000; property damage in the amount of \$100,000 and workers' compensation in the amount of \$50,000;

(9) A floor plan designating the area of the sales display, storage for commercial purposes, along with a list documenting the name, weight, and quantity of the fireworks within the building, exits, extinguisher locations, sales counter and the material safety data sheets. The plan shall also include the following:

a. minimum distance from public ways, buildings, other consumer fireworks retail sales facilities, fuel dispensing stations and other combustibles;

b. vehicle access and parking areas;

c. location and type of portable fire extinguishers;

d. means of egress;

(10) A statement that the retail structure is in compliance with National Fire Protection Association Standards 1124 (2003 edition).

- (d) An applicant for a permit shall pay to the city a refundable annual fee, per location, as established from time to time by the city council but not to exceed the statutory fee limits. The expiration date of such permit is as may be imposed, set, established and fixed by the city clerk, from time to time.
- (e) Following an inspection of the location where the legal-consumer fireworks are to be sold, the city council-city clerk shall issue a retailer permit if the conditions for permit approval are satisfied and the location of the property is zoned either commercial or industrial.
- (f) No retail permit shall be issued for any period of time in excess of one year, and any permit may be revoked by the city council-city clerk when it shall appear that the permittee has violated any of the sections of this article or has engaged in activities contradictory to the best interest of the citizens-residents of the city. The permit issued shall be nontransferable either to a different person or location.

Sec. 20-100. - Retail sales or storage.

- (a) The sale of legal-consumer fireworks only shall occur wholly within permanent buildings and permanent structures, as defined by the National Building Code, which shall have been deemed safe and proper by the appropriate code official. It shall be unlawful to sell fireworks within temporary facilities, motor vehicles, tents or air-supported structures within the approved permanent and temporary facilities defined in Chapter 7, National Fire Protection Association (NFPA) 1124 (2003 edition). Permanent buildings and structures include stores and consumer fireworks retail sales (CFRS) facilities. Temporary facilities include CFRS stands, tents, canopies, membrane structures. No fireworks may be sold at retail without a retail permit. The permit shall be posted be at each location where the retail sale takes place, and a list of all legal-consumer fireworks sold at the location shall be available upon request.
- (b) Buildings and permanent structures with approved sprinkler systems are limited to the sale and storage of a total of 100 pounds net weight or 400 pounds gross weight of legal fireworks. Buildings and permanent structures without approved automatic sprinkler systems are limited to the sale and storage of a total of 50 pounds net weight or 200 pounds gross weight of legal fireworks. The requirements of Chapter 7 of NFPA 1124 will not apply to CFRS facilities or stores where the total quantity of consumer fireworks on hand does not exceed 125 lb (net) of pyrotechnic composition, or, in a building protected throughout with an approved automatic sprinkler system installed in accordance with NFPA 13, Standards for the installation of sprinkler systems, 250 lb (net) of pyrotechnic composition. Where the actual weight of the pyrotechnic composition of consumer fireworks is not known, 25 percent of the gross weight of the consumer fireworks, including the packaging, shall be permitted to be used to determine the weight of the pyrotechnic composition.

- (c) At all places where fireworks are stored, sold or displayed, the words "No Smoking" shall be posted in letters at least four inches in height at each entrance or within 10 ft of every aisle directly serving the retail area in a store. Smoking and/or any discharge of any object that could cause a spark or open flame is prohibited within ~~400~~ 50 feet of any fireworks stock.
- (d) No fireworks shall be stored, kept, sold or discharged within 50 feet of any gasoline pump or gasoline bulk station or any building in which gasoline or volatile liquids are sold in quantities in excess of one gallon, except in stores where cleaners, paints and oils are handled in sealed containers only.
- (e) All fireworks permittees shall keep and maintain upon the premises a minimum of two portable extinguishers ~~a fire extinguisher bearing an Underwriters' Laboratories, Inc., rated capacity of at least five-pound ABC per 500 square feet of space used for fireworks sales or storage with a minimum rating of 2A, at least one of which shall be of the pressurized water type. Temporary consumer fireworks retail stands less than 200 ft² shall be required to have only one portable fire extinguisher.~~
- (f) A sales clerk who is at least ~~16-18~~ years of age shall be on duty to serve consumers at the time of purchase or delivery. Every sales clerk shall distribute with each sale a one-page information sheet from the city containing firework safety guidelines. It shall be the responsibility and expense of the permittee to obtain a copy of the information sheet from the city and make the appropriate number of copies for distribution. All fireworks sold and shipped to consumers within the city shall be sold and shipped only by an individual, firm, partnership or corporation holding the proper permit.
- (g) ~~Any fireworks devices that are readily accessible to handling by consumers or purchasers in a retail sales location shall have their exposed fuses protected in a manner to protect against accidental ignition of an item by a spark, cigarette ash or other ignition source. If the fuse is a thread-wrapped safety fuse which has been coated with a nonflammable coating, only the outside end of the safety fuse shall be covered. If the fuse is not a safety fuse, the entire fuse shall be covered. All fuses must be covered. A consumer fireworks device shall be considered as having a covered fuse if the fireworks device is contained within a packaged arrangement, container, or wrapper that is arranged and configured such that the fuse of the fireworks device cannot be touched directly by a person handling the fireworks without the person having to puncture or tear the packaging or wrapper, unseal or break open a package or container, or otherwise damage or destroy the packaging material, wrapping, or container within which the fireworks are contained. Individual consumer fireworks items displayed for sale in temporary CFRS stands where the interior is not accessible to the public shall not be required to have covered fuses.~~
- (h) Aisles shall have a minimum clear width of 48 inches. The required width of aisles shall be maintained unobstructed at all times the facility is occupied by the public. In temporary CFRS stands where the interior is not accessible to the public, the minimum clear width shall be no less than 28 inches.
- (i) To provide for visual access of the retail sales area, partitions, counters, shelving, cases, and similar space dividers shall not exceed 6 ft in height above the floor surface. Merchandise on display or located on shelves or counters or other fixtures shall not be displayed to a height greater than 6 ft above the floor surface within the CFRS area. Where located along the perimeter of the consumer fireworks retail sales area, the maximum height of sales displays shall be limited to 12 ft. In temporary CFRS stands where the interior is not accessible to the public, the maximum height of sales display shall be limited to 8 ft.

Sec. 20-101. - Exportation from city.

Nothing in this article shall prohibit wholesalers, distributors, importers, specialty retailers, or manufacturers from storing, selling, shipping or otherwise transporting fireworks by the United States Department of Transportation to any person outside the city.

Sec. 20-102. ~~Display and discharge~~ Use and Possession.

- ~~(a) Nothing in this article shall prohibit the public display of fireworks except that any individual, association, partnership, corporation, or organization shall secure a written permit from the office of the fire chief, and the fireworks shall be purchased from a distributor or display distributor licensed by the state fire marshal and the Bureau of Alcohol, Tobacco and Firearms at the United States Department of the Treasury.~~
- ~~(b)~~ All use, display, or discharge of legal consumer fireworks is strictly prohibited in the area on, below, above, within, or in close proximity to the following:
- (1) Recreational areas, roadways, streets, highways, bicycle lanes, pedestrian paths, sidewalks, rights-of-way, lakes, rivers, waterways and all other property owned or leased by the city, the county, or the state and located in whole or in part within the city limits;
 - (2) Private property within the city limits that has conspicuously posted written signs or notices that no fireworks discharge is allowed;
 - (3) Within ~~150-300~~ feet of any legal consumer fireworks retail sales facility or storage area;
 - (4) Within, into or at a motor vehicle or from a motor vehicle;
 - (5) At or near any persons or animals;
 - (6) Any property, area or structure or material that, by its physical condition or the physical conditions in which it is set, would constitute a fire or personal safety hazard; and
 - (7) Upon order of the fire ~~chief marshal~~ if dry conditions exist within the city limits.

Sec. 20-103. Fireworks display permit.

- ~~(a) A fireworks display may be conducted only by a fair association, amusement park or other public or private organization and only after a permit for the display has first been secured. The application for the permit shall be submitted to the city clerk at least 15 days in advance of the date of the display. The permit fee shall be set by the city council from time to time.~~
- ~~(b) The application for a fireworks display permit under this section shall contain the following information:~~
- ~~(1) The name of the organization sponsoring the fireworks display, including the name, address and phone number of a contact person representing that organization;~~
 - ~~(2) The name and certification number of the certified operator that will be supervising the display;~~
 - ~~(3) The date, time of day and exact location of the proposed display;~~
 - ~~(4) A diagram of the grounds where the display will be held. The diagram must show the point at which the fireworks are to be discharged; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained;~~
 - ~~(5) The approximate number and types of fireworks to be discharged;~~
 - ~~(6) Proof of a bond or certificate of insurance in the amount of at least \$1,000,000 dollars;~~
- ~~(c) The application shall be promptly forwarded to the planning department and fire marshal for their review.~~
- ~~(d) The permit shall be valid for the duration of the display event only and shall not be transferrable.~~
- ~~(e) All indoor fireworks displays must receive a permit from the Minnesota State Fire Marshal Division.~~

Sec. 20-~~103~~104. - Criminal penalty.

Any individual who or firm, partnership or corporation that violates any section of this article is guilty of a misdemeanor and, upon conviction, shall be punished in accordance with [section 1-15](#).

Sec. 20-~~104~~105. - Civil penalty; additional remedies.

- (a) If an individual, firm, corporation or partnership is found guilty of violating any of the sections of this article, that entity's permit shall be revoked or suspended by the ~~city council~~[city clerk](#).
- (b) No individual, firm, corporation or partnership shall possess any fireworks for sale within the city, other than those authorized in this article. The fire ~~chief~~[marshal](#), law enforcement officer, code enforcement officer, deputies or designees may at reasonable hours enter and inspect the permittee's premises, building or permanent structure to determine compliance with this article. If any retailer has in his possession any fireworks in violation of this article, his permit shall be revoked and all such fireworks seized, and the fireworks in violation of this article shall be kept to be used as evidence. If any person has in his possession any fireworks in violation of this article, a warrant may be issued for the seizure of fireworks, and the fireworks shall be safely kept to be used as evidence. Upon conviction of the offender, the fireworks shall be destroyed, but if the offender is discharged, the ~~legal- consumer~~ fireworks shall be returned to the person in whose possession they were found; provided, however, that nothing in this article applies to the transportation of fireworks by regulated carriers.
- (c) Nothing in this article shall apply to or prohibit any employees of the state department of natural resources or the United States Fish and Wildlife Service from possessing fireworks for control of game birds and animals; to prohibit any law enforcement officer from possessing fireworks in the performance of his duties; or to prohibit any organization from sponsoring and conducting, in connection with any public celebration, an officially supervised and controlled fireworks display.

The Maplewood City Council approved this ordinance on _____.

ATTEST: Karen Haag
City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Karen Haag, Director of Citizen Services
Ajla Arnold, Citizen Services

DATE: September 21, 2015

SUBJECT: Consider Approval of an Ordinance Amending Chapter 28 - Peddlers, Solicitors and Vendors - First Reading

Introduction

Chapter 28 of the city code of ordinances provides for the licensing and regulation of peddlers, solicitors and vendors transacting their business in the city. The code is also cross-referenced with the state statute, chapter 329 pertaining to the state licensing and regulation provisions for peddlers and transient merchants. Staff is asking the council to consider several changes to the code that are necessary to implement in order for the city to be in compliance with the current federal and state laws governing related activities, and to expand on the current administrative practices regarding the permit application process and the right of appeal.

Background and Discussion

The current code language dates back to 1986 after the passage of ordinance No.592. In 2001 the legislature repealed several sections of the state law that pertain to state licensing of peddlers. The only activity that the state has been licensing since are the transient merchant activities. The state law contains a local authority provision allowing the city to also license and regulate transient merchants.

Staff has revised the current ordinance to remove the definition and any reference to vendors and replace it with transient merchants. Transient merchant activities would be subject to both, licensure and regulation provisions of the code.

While peddler activities can still be subject to city licensure according to statutory authority provided in §412.221 (19), staff is proposing to remove the licensing requirement from the code while continuing to regulate the activities by requiring an individual to comply with the manner, time and place restrictions embedded in the new ordinance. The city has not been issuing permits to peddlers since 2002 based on the city attorney opinion memo attached. The attorney memo discusses a 2002 U.S. Supreme Court case that decided that a municipality violated constitutional rights of individuals who were required to apply for and pay a permit fee for non-commercial soliciting activities. Absent clear direction from the Supreme Court decision regarding commercial activities, the attorney's office advised the city to stop requiring permits for any type of door-to-door soliciting or peddling activities, commercial and non commercial likewise. By giving residents an option to post no solicitation signs on their private property

these types of activities can be regulated in a way that protects individual privacy rights and at the same time avoids any potential legal issues involving various constitutional rights. Such provision already exists in the current code in section 28-5 (Placard or sign prohibiting peddlers and solicitors).

Conversely, Article III of Chapter 28, titled "Solicitations" as it relates to solicitation of funds upon streets by individuals and organizations is proposed to be repealed in its entirety. This would include fund solicitation activities by any patriotic, charitable or religious organizations as well as panhandling activities by individuals. The current code is prohibiting any solicitation of funds on the city streets by individuals, while it is requiring mentioned organizations to apply for a permit. The major concern is that prohibiting such activities or requiring licensing or even registration would infringe on the 1st Amendment rights of free speech and freedom of religion, as ruled by various courts. Those types of activities are included in the general definition of "solicitation" and are subject to reasonable regulations described in sections 28-3 through 28-5.

In summary, if the ordinance is approved by the council, the only permit and the permit fee the city will continue requiring would be for transient merchant activities, with the statutory exception for farmers and gardeners who sell products of the farm or garden cultivated and occupied by themselves (§329.14). All of the other activities will continue to be regulated for their potential nuisance aspects by reasonable restrictions as to the place, time and manner of conducting activities. The major counterpart to the city's regulatory function will continue to be residents themselves who have an option of posting signs on their own property to prohibit any such activity.

Additions to the language contained in section 28-37 dealing with the content of the application have been made to expand what the code currently lists as the minimum requirements. Our current application already contains most of the listed items and will be revised accordingly to include all of the requirements upon the approval of this ordinance.

Lastly, staff has also looked into the language regarding the permittee's right of appeal if a permit has been revoked, suspended or denied. The new language describes notice requirements, time line for the appeal and provides for a right to appeal an administrative decision through council hearing.

Budget Impact

There is no budget impact associated with this agenda item.

Recommendation

Staff recommends the city council approval of the first reading of the proposed ordinance and to proceed with the second reading at the next council meeting.

Attachments:

1. Draft Ordinance (1st Reading)
2. City Attorney Memo, 2002.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28 – PEDDLERS, SOLICITORS AND VENDORS

BE IT ORDAINED by the Mayor and City Council of the City of Maplewood that Chapter 28, Peddlers, Solicitors and Vendors is hereby amended to read as follows:

Chapter 28 - PEDDLERS, SOLICITORS AND ~~VENDORS~~ TRANSIENT MERCHANTS

ARTICLE I. - IN GENERAL

Sec. 28-1. - Definitions.

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

Peddler means any person with no fixed place of business within the city, who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place movement, for the purpose of offering for sale, displaying or exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods-carrying or transporting goods, wares or merchandise, or other personal property that the person is carrying or otherwise transporting and offers or exposes such merchandise, exclusive of newspaper delivery persons.

Person means any natural individual, group, organization, corporation, partnership, or similar association.

Regular business day means any day during which the city hall is normally open for the purpose of conducting public business. Holidays defined by state law shall not be considered regular business days.

Solicitor means any person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place movement, for the purpose of soliciting or taking or attempting to take orders for the purchase of any goods, wares, products, or merchandise, or other personal property, or service of which he or she may be carrying or transporting samples, or that may have been described in a catalog or by other means, and for which delivery or performance shall occur at a later time-including magazines, books, periodicals or personal property of any nature, for delivery in the future.

Transient merchant means any person, individual, co-partnership, limited liability company, and corporation, both as principal and agent, who engage in, do, or transact any temporary and transient business in the city, either in one locality, or in traveling from place to place in the city, selling goods, wares, and merchandise; and who, for the purpose of carrying on such business, hire, lease, occupy, or use a building, structure, vacant lot, parking lot, motor vehicle, trailer, tent, boxcar, or any street, alley or other place within the city for the exhibition and sale of such goods, wares, and merchandise.

~~Vendor means any person who makes sales of goods, wares or merchandise from a stand or vehicle located upon public property or rights-of-way.~~

Sec. 28-2. – Exceptions to definitions.

~~For the purpose of the requirements of this ordinance, the terms peddler, solicitor and transient merchant shall not apply to any person selling or attempting to sell at wholesale any goods, wares, products, merchandise, or other personal property, to a retailer of the item(s) being sold by the wholesaler. The terms also shall not apply to any person who makes initial contacts with other people for the purpose of establishing or trying to establish a regular customer delivery route for the delivery of perishable food and dairy products such as baked goods and milk, nor shall they apply to any person making deliveries of perishable food and dairy products to the customers on his or her established regular delivery route. In addition, persons conducting the type of sales commonly known as garage sales, rummage sales or estate sales, shall be exempt from the definitions of peddlers, solicitors, and transient merchants, as shall be anyone conducting an auction as a properly licensed auctioneer, newspaper delivery or any officer of the court conducting a court ordered sale. Exemption from the definitions for the scope of this ordinance shall not excuse any person from complying with any other applicable statutory provision or local ordinance.~~

Sec. 28-23. - Hours.

No peddler, solicitor or ~~vendor~~ transient merchant shall engage in any ~~peddling, soliciting or vending~~ related activities within the city between the hours of 9:00 p.m. and 8:00 a.m.

Sec. 28-34. -- Noise Prohibited activities.

~~No peddler, vendor or solicitor shall call attention to his business or to his merchandise by crying out, by blowing a horn, by ringing a bell or by any loud or unusual noise. No peddler, solicitor, transient merchant or other person engaged in other similar activities shall conduct business in any of the following manner:~~

- ~~(a) Calling attention to his or her business or the items to be sold by means of blowing any horn or whistle, ringing any bell, crying out, or by any other noise, so as to be unreasonably audible within an enclosed structure.~~
- ~~(b) Obstructing the free flow of traffic, either vehicular or pedestrian, on any street, sidewalk, alleyway, or other public right-of-way.~~
- ~~(c) Conducting business in a way as to create a threat to the health, safety, and welfare of any specific individual or the general public.~~

Sec. 28-4. – Insurance required for vending from motor vehicle.

~~Every applicant who intends to vend products from a motor vehicle shall maintain liability insurance in the amount of at least \$100,000.00 for single injuries and \$300,000.00 for each accident, as well as at least \$10,000.00 for property damage insurance.~~

Sec. 28-5. - Placard or sign prohibiting peddling peddlers, or soliciting solicitors and transient merchants.

- (a) Any resident of the city who wishes to exclude peddlers, ~~or~~ solicitors and transient merchants from premises occupied by him may place upon or near the usual entrance to such premises a printed placard or sign bearing the following notice: "Peddlers, and Solicitors and Transient Merchants Prohibited."

- (b) Such placard shall be at least $3\frac{3}{4}$ inches long and $3\frac{3}{4}$ inches wide, and the printing thereon shall not be smaller than 48-point type.
- (c) No peddler, solicitor or ~~vendor-transient merchant~~ shall enter in or upon any premises or attempt to enter in or upon any premises where such placard or sign is displayed.
- (d) No person, other than the person occupying such premises, shall remove, injure or deface such placard or sign.

~~Sec. 28-6. - Exceptions.~~

~~This chapter shall not apply to any sale under court order, nor shall a license or permit for newspaper distribution be required.~~

~~Secs. 28-76—28-35. - Reserved.~~

ARTICLE II. - PERMITS

Sec. 28-36. - Required; exception.

(a) No person shall conduct business as a transient merchant within the city limits without first having obtained the appropriate license from the county as may be required by Minnesota Statutes Chapter 329 as it may be amended from time to time, if the county issued a license for the activity.

~~(ab) It shall be unlawful for any peddler, solicitor or vendor-transient merchant to sell or attempt to sell any product upon any public property or right-of-way in any area within the city or to engage in door-to-door solicitation or sales within such areas transact any transient business in the city without first having obtained a permit for this purpose from the city clerk.~~

~~(b) Any peddler, solicitor or vendor who is subject to regulation or licensing by agencies of the state or federal government, and such regulation or licensing preempts local regulations, shall be exempt from conflicting sections of this article.~~

(c) Peddlers and solicitors shall be exempt from the permit requirement.

(d) No permit shall be required for any person to sell or attempt to sell, or to take or attempt to take orders for any product grown, produced, cultivated, or raised on a farm or garden occupied, rented, or used and cultivated by themselves.

Sec. 28-37. - Contents of application.

~~(a) Under this article, a permit shall be obtained by each company and vendor, solicitor or peddler. The application shall indicate both the name and address of the individual vendor or solicitor and the firm or corporation which he represents, if any. An application for a permit to conduct business as a transient merchant shall be made at least seven (7) regular business days before the applicant desires to begin conducting a business operation within the city. Application for a permit shall be made on a form approved by and available from the office of the city clerk. All applications shall be submitted to the city clerk and shall include the following information:~~

(a) The applicant's full legal name.

(b) Any and all other names under which the applicant has or does conduct business, or to which the applicant will officially answer to.

(c) Full address of applicant's permanent residence.

(d) Telephone number of applicant's permanent residence.

(e) Full legal name of any and all business operations owned, managed, or operated by applicant, or for which the applicant is an employee or an agent.

- (f) Full address of applicant's regular place of business, if any exists.
- (g) Any and all business-related telephone numbers of the applicant, including cellular phones and facsimile (fax) machines.
- (h) The type of business for which the applicant is applying for a permit.
- (i) The dates during which the applicant intends to conduct business. If the applicant is applying for a daily permit, the number of days he or she will be conducting business within the city.
- (j) Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the city, including the location where the vendor intends to set up his or her business.
- (k) A statement as to whether or not the applicant has been convicted within the last five (5) years of any felony, gross misdemeanor or misdemeanor for violating any state or federal statute or any local ordinance, other than minor traffic offenses.
- (l) A statement as to whether or not the applicant has had a license or permit to conduct business as a transient merchant revoked or denied within the past five (5) years.
- (m) Proof of any required county license.
- (n) Written permission of the property owner or the property owner's agent for any location to be used.
- (o) A general description of the items to be sold.
- (p) Any and all additional information as may be deemed necessary by the city council.
- (q) The applicant's driver's license number or other acceptable form of identification.
- (r) The license plate number, registration information, vehicle identification number, the name of the insurer providing liability coverage on the vehicle, and physical description of any vehicle to be used in conjunction with the licensed business operation.
- ~~(b) If products are to be sold from a motor vehicle, the application shall contain a description of the vehicle, including serial number, license number, make and model, and shall also contain the name of the insurer providing liability coverage on the vehicle.~~

~~Sec. 28-38. - Submission of application and revisions.~~

- ~~(a) The application for a permit required by this article shall be made to the city clerk on forms supplied by the city.~~
- ~~(b) Every permit holder shall promptly submit to the city any information that would affect his permits.~~

~~Sec. 28-3938. - Issuance; fee; fee exemptions.~~

- ~~(a) Upon proper application and the payment of a fee as set by resolution, the city, within ten days of application therefor, may issue permits to vend products upon the public right of way in the areas designated in section 28-37 or to engage in door-to-door solicitation of sales within such areas as are deemed to be in the best interest of the inhabitants. Upon receipt of the application and payment of the permit fee, the city clerk will, within seven (7) regular business days issue the permit unless grounds exist for denying the permit application under Sec. 28-39, in which case the clerk must deny the request for a transient merchant permit. If the city clerk denies the permit application, the applicant must be notified in writing of the decision, the reason for denial and the applicant's right to appeal the denial by requesting, within twenty (20) days of receiving notice of rejection, a public hearing before the city council. The city council shall hear the appeal within twenty (20) days of the date of the request for a hearing.~~

(b) All applications for a permit under this division shall be accompanied by the fee established by the city council as it may be amended from time to time.

(bc) Religious, charitable, patriotic or philanthropic organizations shall be exempt from the payment of the fee, provided that the organizations shall provide a copy of current tax-exempt status for the applying organization, and that shall be evidence of the exemption from the payment of such fee.

Sec. 28-4039. - Term; permit ineligibility; revocation.

(a) No permit shall be issued pursuant to this article for any period of time in excess of one year. An annual permit shall be valid for one calendar year from the date of issuance. All other permits granted to transient merchants under this division shall be valid only during the time period indicated on the permit.

(b) The following shall be grounds for denying a transient merchant permit:

(1) The failure of an applicant to obtain and demonstrate proof of having obtained any required county license.

(2) The failure of an applicant to truthfully provide any information requested by the city as part of the application process.

(3) A conviction within the past five (5) years of the date of application for any violation of any federal or state statute or regulation, or of any local ordinance, which adversely reflects upon the person's ability to conduct the business for which the permit is being sought in a professional, honest and legal manner. Such violations shall include, but are not limited to, burglary, theft, larceny, swindling, fraud, unlawful business practices, and any form of actual or threatened physical harm against another person.

(4) The revocation within the past five (5) years of any license or permit issued to an applicant for the purpose of conducting business as a transient merchant.

(bc) Any permit may be revoked by the city manager when it shall appear that the permittee has violated any of the sections of this chapter or has engaged in activities contradictory to the best interest of the ~~citizens~~ residents of the city.

(1) Notice. Prior to revoking or suspending any permit issued under this chapter, the city shall provide a permit holder with written notice of the alleged violations and inform the permittee of his or her right to a hearing on the alleged violation. Notice shall be delivered in person or by mail to the permanent residential address listed on the permit application, or if no residential address is listed, to the business address provided on the permit application.

(2) Administrative hearing. Upon receiving the notice provided in part (1) of this section, the permittee shall have the right to request an administrative hearing. If no request for a hearing is received by the city clerk within ten (10) days following the service of the notice, the city may proceed with the suspension or revocation. For the purpose of a mailed notice, service shall be considered complete as of the date the notice is placed in the mail. If a hearing is requested within the stated timeframe, a hearing shall be scheduled within twenty (20) days from the date of the request for the administrative hearing. Within three (3) regular business days of the hearing, the city shall notify the permittee of its decision.

(3) Emergency. If, in the discretion of the city manager, imminent harm to the health or safety of the public may occur because of the actions of a transient merchant licensed under this ordinance, the city manager may immediately suspend the person's permit and provide notice of the right to hold a subsequent hearing as prescribed in part (2) of this section.

(4) Appeal. Any person whose permit is suspended or revoked under this section shall have the right to appeal that decision to city council.

Sec. 28-4140. - Transferability.

All permits issued under this article shall be nontransferable. ~~No refund shall be made on unused portions of the permit except by resolution of the council.~~ Each ~~peddler, solicitor or vendor~~ transient merchant shall secure a separate permit.

Sec. 28-4241. - Possession, display.

All permits issued under this article shall be carried by the permittee or conspicuously posted in his place of business, and the permit shall be exhibited to any officer or citizen upon request.

~~Sec. 28-43. -- Stationary sales locations.~~

- ~~(a) No sales of goods, wares or merchandise may be made from a stationary location, stand or vehicle on public rights-of-way without first obtaining a permit therefor.~~
- ~~(b) When an applicant intends to make a sale from a stationary location within the city, the permit application shall contain a specific description of the proposed sales location. No more than one permit shall be issued for a single stationary sales location.~~

Secs. 28-4442—28-70. - Reserved.

ARTICLE III. - SOLICITATIONS

~~Sec. 28-71. -- Solicitation of funds.~~

~~It shall be unlawful for any person, except an organization organized for civic, patriotic, charitable or religious purposes, to solicit funds in any manner on the streets of the city.~~

~~Sec. 28-72. -- Permit required.~~

~~Any civic, patriotic, charitable or religious organization may conduct a solicitation upon the streets of the city only after having made application to do so to the city clerk. Solicitation permits shall be granted by the city clerk only to civic, patriotic, charitable or religious organizations located in the city or to a recognized fund committee composed of the city citizens representing an organization of such type.~~

~~Sec. 28-73. -- Permit application.~~

~~The applicant for a permit required under this article shall file with the city clerk a sworn statement, on a form to be furnished by the city clerk, at least 30 days in advance of the requested date for the solicitation. Such application shall be executed by at least two duly appointed officers of the organization or the local fund committee conducting the campaign.~~

~~Sec. 28-74. -- Permit term; limits on issuance; hours.~~

~~Permits issued for solicitations pursuant to this article shall not be given for longer periods than 30 consecutive days in any year. Only one permit shall be issued to any one~~

~~organization at any time and shall be only for one period of solicitation. Permits granted shall designate the hours within which street solicitation may be conducted.~~

~~Sec. 28-75. -- Volunteer credentials required, display.~~

~~All solicitations made under this article shall be conducted only by volunteer workers. Workers shall carry proper credentials prominently displayed on a container for the depositing of donations, which shall prominently display the name of the organization conducting the solicitation and the purpose for which it is being conducted.~~

Kelly & Fawcett, P.A.
ATTORNEYS AT LAW

H3, Attachment 2

2350 UN BANCORP PIPER JAFFRAY PLAZA
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July 25, 2002

Ms. Karen Guilfoile, City Clerk
City of Maplewood
1830 East County Road B
Maplewood, Minnesota 55109

VIA FACSIMILE & U.S. MAIL

RE: Canvassing & Solicitation - Freedom Place

Dear Ms. Guilfoile:

Pursuant to your request, we have researched the issue of whether the City's Ordinance requiring Freedom Place, or any other individual or organization that participates in door-to-door canvassing and/or solicitation, to first obtain a permit from the City Clerk is constitutionally valid, based upon the recent decision of the United States Supreme Court.

On June 17, 2002, the U.S. Supreme Court in Watchtower Bible & Tract Society held that a municipality's registration and permit requirement ordinance violated the First Amendment. Watchtower Bible & Tract Soc'y v. Village of Stratton, 122 S.Ct. 2080 (2002). Through its ordinance, the Village required that "canvassers, solicitors, peddlers, hawkers, merchants and vendors" first register for a permit before going on to private property in the Village. There was no fee charged for this permit, but a significant amount of information was required in the permit application (i.e. name and address of registrant, description of solicitation and/or cause, etc.). The Village ordinance also required that permit holders display the permit upon demand of any resident or police officer. A society and congregation of Jehovah's Witnesses challenged this ordinance based on violations of its First Amendment rights of free exercise of religion, free speech and freedom of the press.

Despite the Village's interests in protecting the privacy rights of its citizens and protecting them from criminals and fraudulent solicitation, the Court held that the ordinance violated the First Amendment. In its opinion, the Court stated that it was unlikely that the absence of permit would stop criminals from knocking on doors or registering under a false name. Also, the Court stated that the privacy of the Village citizens was protected with a provision that allowed property owners to post "no solicitation" signs and that the annoyance caused by an uninvited knock at the front door is the same whether or not the visitor is armed with a permit. The Village's ordinance, held the Court, in effect, banned spontaneous speech because individuals who made a decision on a weekend

Ms. Karen Guilfoile, City Clerk

July 25, 2002

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or a holiday to engage in canvassing would not be able to begin until first obtaining a permit from the Village during the week. Secondly, the Court stated that the permit requirement imposed a burden on individuals holding religious or patriotic views because their beliefs may prevent them from applying for a permit. Finally, the ordinance's requirement of identification of a permit applicant was struck down by the Court because it results in a surrender of anonymity which may preclude individuals from canvassing for unpopular causes.

The Court's decision was silent as to commercial activities. We reviewed the relevant City of Maplewood Ordinances. Based on the Court's decision, Ordinance Section 23-16 is still permissible because it only requires permits for *commercial* activities as described in the ordinance as "peddlers, solicitors or vendors" (for example, door-to door sale of vacuum cleaners). However, the City must strictly construe this permit requirement to only commercial activities. Section 23-19 of the Ordinances which address the permit fee, refers to "religious, charitable, patriotic and philanthropic organizations" as being exempt from the fee. The City must make certain that not only should these organizations and *any other organizations that are not commercial*, be exempt from the *permit fee*, but also from the *permit itself*, based upon the above decision.

Despite the City's apparent ability to require permits and fees for commercial activities, the safest legal route is to not do it because of the ambiguity of the Court's decision. There will most likely be a challenge to the commercial activities because the Court left this issue open. In addition, the risk of mistakes in strict application and interpretation of the Ordinance is a concern. The ultimate decision on this issue is up to the City.

As for the permit application, which is addressed in Sections 23-17 and 23-18, the City can still require the individual to fill out an application, but only as it relates to *commercial* activities. We recommend that the City should not require any other activity to fill out a permit application to avoid potential legal challenges. Finally, based on the above decision, that Sections 23-32, 23-33, 23-34 of the City's Ordinances should be repealed because they require all organizations to obtain a permit before conducting solicitations.

As for the City's interests in protecting its citizens' privacy, the Supreme Court stated in its opinion that the "no solicitation" signs section of the Village's ordinance provided the protection needed for citizens. Therefore, the City of Maplewood's Ordinance Section 23-6 which addresses these signs remains permissible and the City can allow its citizens to post these notices on their property. If the City would like to take this protection further, it could provide these signs to its citizens for posting.

Please contact us if you have any questions or are in need of additional information.

Ms. Karen Guilfoile, City Clerk
July 25, 2002
Page 3 of 3

Respectfully yours,

KELLY & FAWCETT, P.A.



Song Lo Fawcett
Sarah J. Sonsalla

cc: Mr. Richard Fursman, City Manager
Ms. Melinda Coleman, Assistant City Manager

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MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Karen Haag, Director of Citizen Services
Regan Beggs, Business License Specialist

DATE: September 21, 2015

SUBJECT: Consider Approval of Amendments to the Ordinance Pertaining to Intoxicating Liquor Served at the Maplewood Community Center – Second Reading

Introduction and Background

Chapter 6, Article III, Division 5 pertains to on-sale liquor served at the Maplewood Community Center (MCC) and has been in place since September 26, 1994, shortly before the MCC opened its doors in October of the same year. The ordinance regulates how liquor is served at the MCC, and by whom. Specifically, requirements are in place that any liquor sold at the MCC must be done by a holder of a liquor license, issued by the City of Maplewood. For this reason, current practice requires that any MCC contracted caterer which provides liquor service obtain an annual liquor license.

Recently, the MCC has moved away from the RFP process to contract for catering services, and instead will offer an open catering system that allows clientele the freedom to choose their own caterer—provided they are properly licensed to conduct such service. As many competitors in the area still have a preferred list of caterers, allowing the client this freedom will make the MCC a more attractive option when deciding on a facility for their event.

With this new direction, staff has reviewed the current ordinance and is proposing amendments that will continue to closely regulate liquor service at the MCC, but will allow caterers providing liquor service the ability to do so without obtaining an annual license from the City.

On September 14, 2015 the City Council moved to adopt the first reading of the amendments to the ordinance pertaining to intoxicating liquor served at the Maplewood Community Center; no additional changes were recommended. In addition, Council approved a resolution establishing the following Temporary Liquor Service permit fees: \$50.00 for Maplewood-based providers and \$100.00 for providers from an adjacent municipality.

Discussion

The proposed ordinance amendment combines sections 6-3116, 6-317, 6-318 of Chapter 6, Article III, Division 5 into one section that addresses the sale of wine, 3.2 percent beer and intoxicating liquor. In addition, amendments have also been proposed to remove language pertaining to the requirement that liquor may only be dispensed by a holder of a retail liquor license issued by the City, and replaces it with language that requires liquor caterers obtain a permit on a per-event basis.

Replacing the requirement of an annual license with a per-event permit continues to be in line with State Statute, MN §340A.404 subd.4, allowing a city to authorize a retail on-sale licensee

within the city or an adjacent municipality to dispense intoxicating liquor at any convention, banquet, conference, meeting or social affair conducted on the premise of a sports, convention or cultural facility owned by the city without requiring that license holder to obtain an additional license for service at the facility.

The permit fee for each liquor caterer will be determined by the caterer's business location: caterers based in Maplewood will incur a fee of \$50 per event and caterers based in adjacent municipalities will incur a fee of \$100 per event. In addition, applicants will be required to provide proof that they hold the appropriate license(s) and liability insurance, and are authorized to provide liquor service at the MCC.

Recommendation

Staff recommends Council approve the second reading of the amended ordinance pertaining to Intoxicating Liquor served at the Maplewood Community Center.

Attachments

1. Amended Ordinance Pertaining to Liquor Served at the Maplewood Community Center

DIVISION 5. - MAPLEWOOD COMMUNITY CENTER**Sec. 6-316 – Sale of wine, 3.2 percent malt liquor and intoxicating liquor.**

The City may authorize the holder of an on sale wine, 3.2 percent malt liquor, or intoxicating liquor license issued by the City of Maplewood or a municipality adjacent to the City of Maplewood and will allow the licensee to dispense wine not exceeding 14 percent alcohol by volume, 3.2 percent malt liquor, or intoxicating liquor at any convention, banquet, conference, meeting of social affair conducted on the premises of the Maplewood Community Center.

The sale of wine not exceeding 14 percent by volume, 3.2 percent malt liquor, and intoxicating liquor may be served in the Maplewood Community Center under the following conditions:

- (1) The licensee is engaged to dispense wine, 3.2 percent malt liquor and intoxicating liquor at an event by a person or organization permitted to use the designated room of the Maplewood Community Center.
- (2) Wine, 3.2 percent malt liquor and intoxicating liquor is dispensed only to persons attending the event in the designated room for which the room was rented and such dispensing is done only in the room which was rented.
- (3) The licensee shall serve wine, 3.2 percent malt liquor and intoxicating liquor according to this chapter and other city ordinances.
- (4) The licensee delivers to the city a certificate of insurance providing off-premises liquor liability coverage naming the city, in the amount of statutory limits, as an additional named insured.
- (5) All parties consuming wine, 3.2 percent malt liquor and intoxicating liquor in the Maplewood Community Center shall be required to conform to state liquor laws and all rules and regulations regulating the serving or consumption of wine, 3.2 percent malt liquor or intoxicating liquor as established by the city.
- (6) Wine, 3.2 percent malt liquor and intoxicating liquor may only be served until 12:00 midnight on all evenings, Sunday—Saturday.
- (7) Licensees seeking authorization to dispense wine, 3.2 percent malt liquor, or intoxicating liquor in the Maplewood Community Center shall apply to the city clerk for a per event permit on a form prescribed by the City.
- (8) Whenever it is determined that a specific event for which the licensee will be providing on-sale wine, 3.2 percent malt liquor, or intoxicating liquor requires special or unique conditions, the City Council may impose such additional conditions. Compliance with these additional conditions shall be a requirement of the permit.

~~Sec. 6-316. – Sale of intoxicating liquors.~~

~~Intoxicating liquor may be sold in the Maplewood Community Center only under the following conditions:~~

- ~~(1) By the holder of a retail on-sale intoxicating liquor license issued by the city.~~

- ~~(2) The licensee is engaged to dispense intoxicating liquor at an event by a person or organization permitted to use a designated room in the Maplewood Community Center.~~
- ~~(3) Liquor is dispensed only to persons attending the event in the designated, room for which the room was rented and such dispensing is done only in the room which was rented.~~
- ~~(4) The licensee delivers to the city a certificate of insurance providing off-premises liquor liability coverage naming the city, to the full extent of statutory coverage, as an additional named insured.~~
- ~~(5) All other rules and regulations established by the city relating to the sale or dispensing of intoxicating liquor in the community center are complied with.~~
- ~~(6) Beer, wine, and intoxicating liquor may only be served until 12:00 midnight on all evenings, Sunday through Saturday.~~

~~(Code 1982, § 5-156)~~

~~Sec. 6-317. – Wine licenses.~~

~~The sale of wine not exceeding 14 percent alcohol by volume for consumption may be sold in the Maplewood Community Center only under the following conditions:~~

- ~~(1) By the holder of an on-sale wine license issued by the city.~~
- ~~(2) The licensee is engaged to dispense wine at an event by a person or organization permitted to use the designated room of the Maplewood Community Center.~~
- ~~(3) Wine is dispensed only to persons attending the event in the designated room for which the room was rented and such dispensing is done only in the room which was rented. The licensee shall serve wine according to this chapter and other city ordinances.~~
- ~~(4) The licensee delivers to the city a certificate of insurance providing off-premises liquor liability coverage naming the city, in the amount of statutory limits, as an additional named insured.~~
- ~~(5) All other rules and regulations established by the city relating to the dispensing of wine in the community center are complied with. The hours of service shall be according to this chapter or other city ordinances.~~
- ~~(6) Beer, wine, and intoxicating liquor may only be served until 12:00 midnight on all evenings, Sunday—Saturday.~~

~~(Code 1982, § 5-157)~~

~~Sec. 6-318. – Wine, 3.2 percent malt liquor and intoxicating liquor.~~

~~Wine, 3.2 percent malt liquor, and intoxicating liquor may be served in the Maplewood Community Center under the following conditions:~~

- ~~(1) If served pursuant to sections 6-316 and 6-317 as stated.~~
- ~~(2) Service and consumption of wine, 3.2 percent malt liquor or intoxicating liquor is by the person or organization permitted to use the Maplewood Community Center and the wine, 3.2 percent malt liquor or intoxicating liquor must be provided by the person hosting the activity or event.~~
- ~~(3) No compensation of any nature may be exchanged for the 3.2 percent malt liquor, wine or intoxicating liquor. Compensation for purposes of this section includes donations, advanced sales of tickets and tips and the payment of any kind or nature to the host in~~

~~exchange for the wine, 3.2 percent malt liquor and intoxicating liquor, which may only be served according to the time elements established by this chapter.~~

~~(4) All parties consuming 3.2 percent malt liquor, wine or intoxicating liquor in the Maplewood Community Center shall be required to conform to all state liquor laws with any and all rules and regulations regulating the serving or consumption of 3.2 percent malt liquor, wine or intoxicating liquor as established by the city.~~

~~(5) The wine, 3.2 percent malt liquor or intoxicating liquor provided by the person hosting the activity or event must be served by a designated bartender registered with the city.~~

~~(6) Wine, 3.2 percent malt liquor or intoxicating liquor is dispensed and consumed only to persons attending the event in the designated room for which the room was rented, and such dispensing and consuming is done only in the room which was rented.~~

~~(Code 1982, § 5-158)~~

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MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Lois Knutson, Senior Administrative Assistant

DATE: September 22, 2015

SUBJECT: Review of 2016 Charitable Gambling Requests

Introduction

Each year the Maplewood City Council solicits requests for charitable gambling funds. Every year the requests for funds have exceeded the available funds. That is the case this year, as well. The City received 27 applications with \$81,752.88 in requests.

Background

The following is a list of the organizations and groups who have submitted donation requests. The amount of funds available in the 2016 budget is \$30,000.

Organization	Amount Requested	Organization	Amount Requested
Ashland Productions	\$3,000.00	Maplewood Area Historical Society	\$7,065.00
Boy Scouts of America Pack 9471	\$2,500.00	Maplewood Monarchs S.O. Team	\$3,500.00
Carver Elementary PTO	\$5,000.00	Maplewood Police Reserves	\$5,000.00
CHILD Inc	\$1,200.00	Maplewood Youth Scholarship Fund	\$3,500.00
Dispute Resolution Center	\$3,000.00	Minnesota Krampus	\$2,000.00
District 622 Education Foundation	\$2,500.00	North High School Robotics Team	\$5,000.00
Ecumen Lakeview Commons	\$350.00	Ramsey County Care Center	\$1,550.00
Erickson Merkel Foundation	\$1,000.00	Ramsey County Fair	\$3,800.00
Friends of Maplewood Nature	\$2,800.00	St. Jerome's Catholic School	\$1,457.88
Fusion Drumline Parent Booster Organization	\$1,900.00	Tubman Family Alliance	\$1,200.00
Hmong American Education Fund	\$3,500.00	Weaver Elementary School	\$5,000.00
ISD 622 Northern Lights Show Choir	\$6,000.00	Webster Elementary School	\$2,500.00
LENA Youth Connect, Inc.	\$1,000.00	White Bear Area YMCA	\$5,000.00
Maple Tree Monastery Childcare Center	\$1,430.00		

Budget Impact

The amount of funds available in the 2016 budget is \$30,000.

Recommendation

Staff recommends the City Council review the requests and fill out the provided score sheet. Staff will collect the score sheets and calculate the final suggested award amounts. The suggested award amounts will be brought before the Council at the October 12, 2015 meeting for approval.

Attachments

1. Charitable Gambling Policies
2. Summary of 2016 Charitable Gambling Requests
3. Completed 2016 Charitable Gambling Applications
4. Score sheets from previous 3 years
5. 2016 Voting Spreadsheet

CITY OF MAPLEWOOD

CITY COUNCIL POLICIES ON AWARDS OF CHARITABLE GAMBLING TAX FUNDS

1. All licensed charitable gambling organizations within the City are required to contribute 10 percent (10%) of net profits derived from lawful gambling activity in the City to the Charitable Gambling Tax Fund. These funds are dispersed by the City Council for lawful expenditures.
2. All applications must be complete and submitted by the application deadline established by the City Manager.
3. The City of Maplewood grants funds from the Charitable Gambling Tax Fund to support activities and services that benefit Maplewood residents. The first priority in the granting of funds will be given to the City of Maplewood domiciled organizations. The second priority or consideration will be given to funding requests from other organizations which are used primarily for the benefit of Maplewood residents. Funds shall be distributed for projects, equipment, or activities that are based in the community and which primarily benefit Maplewood residents and will be looked upon more favorably than requests for salaries or general operating costs.
4. In general, requests from organized athletic groups will not be funded. Funding for these programs should be from participating families or community auxiliary groups. There are so many athletic organizations within the community that the City of Maplewood is not capable of funding their financial requests or fairly determining appropriate recipients.
5. The amount of Charitable Gambling Tax Funds awarded to any request is determined by a City Council vote. A request must receive 3 or more votes for funding in order to receive Charitable Gambling Tax Funds.
6. All funds granted are required to be expended for the requested project within one year of the date of the award letter. However, payment will not be made until after January 1 of the award year. Grant recipients shall submit a letter to the City Manager requesting payment of the grant award as well as provide specific information on how the funds were used (receipts or other proof of expenditure) for the proposed purpose.
7. No employee or department of the City of Maplewood shall solicit a donation from a licensed charitable organization without City Manager approval. If there is a financial need for a specific program that was not funded in the City budget, staff may submit a request to the City Manager for the use of Charitable Gambling Tax Funds.
8. The allocation of Charitable Gambling Tax Funds is an annual award. A previous receipt of funds in no way guarantees or commits the City of Maplewood to funding in any subsequent year. Each year's funding requires a new, separate application.

2016 Charitable Gambling Requests

Organization Name / Contact Info	Local / Regional	Reason for Request	Amount Requested	Award Amount
Ashland Productions Karen Biedermann (651) 269-8877 2100 White Bear Ave. Maplewood, MN 55109	Regional	Funds for general operating support including staffing, utilities, office supplies, lighting, costumes, make up, script rights and contract artists.	\$3,000.00	
Boy Scout Pack 9471 Gary Klonecz (651) 578-7109 613 Sterling St. S Maplewood, MN 55109	Local	Funds will be used to allow underprivileged boys to join the program and attend camp.	\$2,500.00	
Carver Elementary PTO Colleen Monahan (651) 329-3858 2320 Southcrest Maplewood, MN 55119	Local	Funds will go toward the purchase and installation of a new playground at the school. Currently the children must cross a parking lot when accessing the playground. The playground area is being relocated for better security and safety.	\$5,000.00	
CHILD Inc. Keli George (612)308-5136 2576 E. 7th Ave. North St. Paul MN 55109	Regional	Funds will be used to provide free support groups, art therapy, public education and awareness, activities for mentoring, assistance for survivors in navigating the legal systems and support throughout the traumatic experiences, staff training and education.	\$1,200.00	
Dispute Resolution Center (DRC) Jeanne Zimmer (651) 292-6067 91 East Arch Street Saint Paul, MN 55130	Local	Funds to provide Maplewood residents, businesses, and organizations with free and low-cost mediation services, restorative processes and scholarships for conflict resolution skills training.	\$3,000.00	J1, Attachment 2

<p>District 622 Education Foundation Susan Carter (651)226-2178 1399 Ripley Avenue Maplewood, MN 55109</p>	<p>Local</p>	<p>Funds to assist the Foundation to meet the needs of our poorest students through the Angel Fund (food, clothes, school supplies, transportation).</p>	<p>\$2,500.00</p>	
<p>Ecumen Lakeview Commons Maryann Schaefer (651) 261-2035 1200 Lakewood Drive North Maplewood, MN 55119</p>	<p>Local</p>	<p>Funds will be used to purchase a Supera Quarter-size Electric Countertop Convection. This oven would allow the expansion of the baking/cooking program with residents in both assisted living and memory care.</p>	<p>\$350.00</p>	
<p>Erickson Merkel Foundation Paul Jungels (763) 639-7436 1475 Eldridge Avenue E Maplewood, MN 55109</p>	<p>Regional</p>	<p>Funds will be used as scholarship dollars for hard working, well deserving college/post-secondary students. These “workhorse scholars” are working to put themselves through school while avoiding burdensome loan debt.</p>	<p>\$1,000.00</p>	
<p>Friends of Maplewood Nature Jim Beardsley (651)249-2170 2659 East Seventh Street Maplewood, MN 55119</p>	<p>Local</p>	<p>Funds will be used to build and install a large wooden bench at the Maplewood Nature Center. The wood comes from a very large northern pin oak, a State Champion, which fell down at MNC in 2013. The bench will provide seating, honor the champion tree, and alert visitors entering the amphitheatre of the presence of steps.</p>	<p>\$2,800.00</p>	
<p>Fusion Drumline Parent Organization Jeanine Brannon (651) 490-5064 2927 Walter St. Maplewood, MN 55109</p>	<p>Local</p>	<p>Funds will be used to purchase 5 Sabian AA 16 Marching Cymbals. A cymbal line is being added for this year’s competitive season. It will add visuals and sounds that will enhance the overall effect. It will also allow more students to participate in drumline.</p>	<p>\$1,900.00</p>	
<p>Hmong American Education Fund Chue T. Vang (651) 592-1576 P.O. Box 17468 Maplewood, MN 55117</p>	<p>Regional</p>	<p>Funds for equipment and programming supplies to enhance and improve general overall programming, scholarships, mentoring and coaching.</p>	<p>\$3,500.00</p>	<p>J1, Attachment 2</p>

<p>ISD 622 Northern Lights Show Choir (651) 470-9615 David Plan 2303 7th St. N North St. Paul, MN 55109</p>	<p>Local</p>	<p>Funds would be used to help continue to provide the program. A change in state funding no longer allow requests for fees from students, only donations. Money will be used to provide costuming, props, equipment and transportation.</p>	<p>\$6,000.00</p>	
<p>LENA Youth Connect Suzanne Madison (507)216-1157 2086 Burr Street Maplewood, MN 55117</p>	<p>Local</p>	<p>Funds will be used to build the capacity to support more youth. Desire to hire a part-time person to train the social work interns to help teach independent living skills to youth ages 16 – 24. Interns are provided by local colleges.</p>	<p>\$1,000.00</p>	
<p>Maple Tree Monastery Childcare Center Jennie Schlauch (651)770-0766 2625 Benet Road Maplewood, MN 55109</p>	<p>Local</p>	<p>Funds to purchase 6 small classroom tables which are in need of replacement after 24 years of use.</p>	<p>\$1,430.00</p>	
<p>Maplewood Area Historical Society Jessie Ness (651) 808-1723 2170 County Road D, East Maplewood, MN 55109</p>	<p>Local</p>	<p>Funds used to scrape and paint the barn, repair hay carrier for demonstrations, purchase an AED for on-site first aid capabilities, install barriers to antique farm equipment, purchase a new grill, and purchase commercial grade picnic tables that are lightweight and collapsible.</p>	<p>\$7,065.00</p>	
<p>Maplewood Monarchs S.O. Team David Picard (651)735-6310 2672 Harvester Avenue E Maplewood, MN 55119</p>	<p>Local</p>	<p>Funds used for fees in competitions and to purchase warm-up jackets and pants for all athletes who have competed at least three years. Many athletes are not prepared for area track and field competitions in the chilly and wet weather.</p>	<p>\$3,500.00</p>	
<p>Maplewood Police Reserves Sgt. Michael Nye (651)249-2650 1830 County Road B, East Maplewood, MN 55109</p>	<p>Local</p>	<p>Funds to purchase uniforms and equipment used by reserve officers to perform their tasks. Funds are also used for the maintenance of a trailer housing traffic direction & other materials used during details, 3 vehicles with equipment, and several bicycles for patrol of parks.</p>	<p>\$5,000.00</p>	<p>J1, Attachment 2</p>

<p>Maplewood Youth Scholarship Fund Audra Robbins (651)249-2125 1902 County Road B, East Maplewood, MN 55109</p>	<p>Local</p>	<p>Funds to assist Maplewood residents under 18 with financial hardships to participate in programs. Families pay 1/3 fee, and scholarship fund pays 2/3.</p>	<p>\$3,500.00</p>	
<p>Minnesota Krampus Tyron Schenk (612) 275-7260 2354 E. County Road D Maplewood, MN 55109</p>	<p>Regional</p>	<p>Funds will be used to maximize the funding match pledged by the German-American Heritage Foundation for student award scholarships.</p>	<p>\$2,000.00</p>	
<p>North High School Robotics Team Dave Moran (651) 748-6137 2416 11th Ave. E North St. Paul, MN 55109</p>	<p>Local</p>	<p>Funds would be used to buy parts, tools and supplies for robotics competitions. This will allow the team to expand to more members and build additional robots for community outreach.</p>	<p>\$5,000.00</p>	
<p>Ramsey County Care Center Lorna Leistikow (651) 251-2420 2000 White Bear Avenue Maplewood, MN 55109</p>	<p>Local</p>	<p>Funds will be used to purchase an additional 10 iPods to use in the Music and Memory program. The iPods will be provided to those with memory loss, those who are anxious and needing a little tranquility time, or those in the Transitional Care Unit.</p>	<p>\$1,550.00</p>	
<p>Ramsey County Fair Joe Fox (651)777-6514 1821 Myrtle Street Maplewood, MN 55109</p>	<p>Local</p>	<p>Funds are spent on adult, youth, and 4-H programs, including ribbons, premiums, and judges for all who exhibit at the Fair, Farmer for the Day and other educational programs.</p>	<p>\$3,800.00</p>	
<p>St. Jerome Catholic School Laureen Sherman (651)771-8494 384 Roselawn Avenue East Maplewood, MN 55117</p>	<p>Local</p>	<p>Funds will be used to purchase and install permanent benches on the softball field and portable soccer goals with nets for the practice soccer fields.</p>	<p>\$1,457.88</p>	<p>J1, Attachment 2</p>

<p>Tubman Family Alliance Tamara Stark (651) 789-7166 1725 Monastery Way Maplewood, MN 55109</p>	<p>Local</p>	<p>Funds to support 2016 National Night Out activities and build community awareness of how to prevent family and dating violence. Tubman will also provide speakers on violence prevention and healthy relationships for 5 other community events.</p>	<p>\$1,200.00</p>	
<p>Weaver Elementary Sharon Mott (651)748-7016 2135 Birmingham St. Maplewood, MN 55109</p>	<p>Local</p>	<p>Funds to help defray cost of buses for 5th Grade science trip in October 2016. The 3 day trip to an environmental camp supplements their science curriculum, builds teamwork, and gives the kids learning opportunities not available in the classroom.</p>	<p>\$5,000.00</p>	
<p>Webster Elementary School Mona Perkins (651)748-7110 2170 7th. Avenue, E North St. Paul, MN 55109</p>	<p>Local</p>	<p>Funds to purchase food for the food “backpack” program where students with a need take backpacks with food home on Friday so they have food for the weekend. Additional funds will be used to purchase materials and pay instructors to expand the after school offerings for students.</p>	<p>\$2,500.00</p>	
<p>White Bear Area YMCA Kate Whitby (651)773-2659 2100 Orchard Lane White Bear Lake, MN 55110</p>	<p>Local</p>	<p>Funds to enhance academic curriculum, and increase exposure to educational opportunities through field trips. Additional monies will be used to provide healthy snacks at the Maple Pond Program.</p>	<p>\$5,000.00</p>	
<p>Total Requests:</p>			<p>\$81,752.88</p>	

August 25, 2015

City Manager
City of Maplewood
1830 County Road B East
Maplewood, MN 55109

Dear City Manager and the City Council of Maplewood,

With this letter and application, I would like to tell you about Ashland Productions and what makes us stand out as a performing arts organization for youth. After learning more about the magic we create with young people, it is my hope that you will consider a \$3,000 general operating grant from the city of Maplewood's Charitable Gambling Tax Funds.

Ashland Productions, Inc. is a non-profit performing arts organization located in Maplewood with a participant population and audience that centers on the East Metro area. Founded in 1997, Ashland Productions fosters the development of leadership and life skills through youth mentorship and intergenerational performing arts. Our core services are age-targeted theatre skills training, intergenerational mentoring and quality theater productions. These services are provided with a focus on personal attention, welcoming youth of all skill level "where they are at," while encouraging them to achieve beyond expectations. Ashland Productions is unique to Maplewood and unlike anything available in the east metro area.

The community has embraced Ashland's magic and in the last few years we have seen tremendous growth. In fact, in the 2014-2015 season, 1,300 performers (1,000 of them being 18 years of age or under) created memorable stories onstage that were seen by almost 18,000 audience members! This season we also increased our programming, adding a production for our middle school performers, as well as increasing class and camp offerings. This wonderful growth reaffirms our mission and the services we provide, but it comes with increased operational costs. Therefore, we are reaching out to the community to help us strengthen our core operations. We would welcome the opportunity to partner with you in service to youth and the performing arts in our wonderful city.

Thank you very much for your consideration of this request. Please contact me at any time with questions you may have. In addition, I would be happy to offer a tour of our theater at a time that is convenient for you.

Sincerely,



Karen Biedermann
Fund Development and Communications Associate
Ashland Productions
651-269-8877
karen@ashlandproductions.org

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly - All applicants must use this application format)

Applicant Information

Name of organization requesting funds: Boy Scouts of America - Pack 9471
Contact Person: Gary Klonecz Contact Phone: (651) 578-7108
Email Address: GAKlonecz@outlook.com
Mailing Address: 613 Sterling St. S.
Maplewood, MN 55119

Type of organization making request (please select one)

City County School District # _____ Non-Profit (Attach proof of IRS 501c3 status)

Other (Specify) We are chartered ("owned") by Lutheran Church of Peace
47 Century Ave, S., Maplewood 55119

How does your organization serve/impact the citizens of Maplewood?

First, we help teach values to boys of all kinds. Second, we perform public
service acts for local schools and parks

How many residents of Maplewood does your organization serve/impact? (Give an estimated #)

We have cleaned local area parks (Pleasantview + Vista Hills) which is visited
by hundreds of local citizens. We have also served local schools which have
hundreds of students.

Request Information

Amount of Request: \$ 2,500.00

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

We raise funds for our program through fundraisers. However, it can barely
fund the program. We allow any and all boys to join and go to camp even
if the parents cannot come up with the necessary funds. Our funds will be
held primarily to fund underprivileged boys to join our program and attend
camp.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

Same as above. Any gaps in funding will be paid by the Pack (organization)
as it always has. However, this funding better guarantees us to remain
in the black (viable).

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Gary A. Klonecz Signature Title Cubmaster Date 8/19/15
Gary A. Klonecz Print Name

The information submitted on this application is public information under the Data Practice Act.

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly - All applicants must use this application format)

Applicant Information

Name of organization requesting funds: Carver Elementary PTO
Contact Person: Colleen Monahan Contact Phone: (651) 329-3858
Email Address: cmstotz06@comcast.net
Mailing Address: 2320 Southerest Ave
maplewood, MN 55119

Type of organization making request (please select one)
 City County School District # 622 Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

The Carver Elementary PTO serves to enrich the educational needs and experience of all Carver students and staff. The PTO raises funds to meet those student and staff needs that are not able to be financially met

How many residents of Maplewood does your organization serve/impact? (Give an estimated #)

Carver Elementary's current enrollment is estimated at 514 students, about 300 families. Enrollment fluctuates in the first weeks of school. by the District funding or the parents.
Request Information
Amount of Request: \$ 5,000.00

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

The school is set to install a new playground in the summer of 2016. In order to provide much better security of the property and safety for the children, the goal is to move the playground to the south side of the school. It will be more secure, the children will be safer and won't need to cross a parking lot to get to it and we will be able to

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No **How would a partial award be utilized?** →

In all honesty, we will need far more than \$5,000.00. The district is only partially funding our new playground. We will use every single bit of financial help we get. We're grateful for all assistance!

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Colleen Monahan Carver PTO Parent President 8/27/15
Signature Title Date
Colleen Monahan
Print Name

Cont.

move the current spot of the existing playground to additional parking space. The addition of parking space will help decrease the need for on-street parking around the Upper Afton Road neighborhood. Neighbors will be happy about that. It will also help decrease the traffic congestion in the morning drop-off and afternoon pick-up times.

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of organization requesting funds: CHILD Inc.
Contact Person: Keli George Contact Phone: (612) 308-5136
Email Address: Keligeorge3@gmail.com
Mailing Address: CHILD Inc, 2576 7TH Avenue E.,
North St. Paul, MN 55109

Type of organization making request (please select one)

- City County School District # _____ Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

CHILD Inc provides support groups for abused children and adult survivors of childhood sexual abuse, we promote public awareness + education on issues of child abuse, we provide referrals, assistance, court liaison, advocacy, mentoring, and more all FREE of charge.

How many residents of Maplewood does your organization serve/impact? (Give an estimated #)

Virtually everyone is impacted in some way by child abuse, whether it is as a survivor, family member, tax payer paying for long-term effects.

Request Information

Amount of Request: \$ 1,200.⁰⁰

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

Funding helps provide free support groups, art therapy, public education and awareness, materials for further fundraising, activities for mentoring, assistance for survivors in navigating the legal systems and support throughout the traumatic experiences, staff training and education, and help in providing the most current information.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

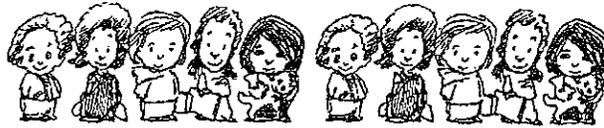
A partial award would be utilized to provide as much of the above stated services as possible.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Keli George Executive Director 9/3/15
Signature Title Date

Keli George
Print Name

OUR MISSION:



Children of the United States are virtually without rights under our current legal system. Every day, all across the country, large numbers of children are deprived of their rights by the very system that was set up to protect (unfortunately it protects the criminals). These children need a voice. We are working to be that voice.

OUR PURPOSE:

****Promote public awareness and education on the issues of child abuse.**

****Provide weekly support groups for abused children.**

****Provide networking and resource referral, correlate with other groups to provide needed services to children and their families.**

****Task force to create a universal test to be used nation wide to determine the best interests of the child. Currently there are no universal guidelines for this.**

****Provide assistance to client in navigating the legal system (adult's roles and responsibilities, resource, and the child's rights).**

****Provide court liaison and advocacy services to children who have been abused.**

****Provide supervised visitation for children to enable them to have safe and healthy contact with both of their parents.**

****Provide ongoing services (12 to 18 months) to ensure future protection and aid in the child's advocacy and support.**

****Holding those that abuse children accountable for their actions.**



City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of Organization requesting funds: Dispute Resolution Center

Contact Person: Jeanne F. Zimmer Contact Phone 651 292 6067

Email Address: drc@drc-mn.org

Mailing Address: 91 East Arch Street, Saint Paul, MN 55130

Check Type of Organization Making Request (please select one)

- City County School District # _____ X Non-profit (Attach proof of IRS 501c3 status)
- Other (specify) _____

How does your organization serve/impact the citizens of Maplewood?

DRC supports Maplewood residents and City staff in resolving matters that might otherwise escalate into violence or result in costly litigation – saving time and money. DRC trains Maplewood citizens in conflict-resolution skills to help others resolve their disputes.

How many residents of Maplewood does your organization serve/impact?

All residents, businesses, and groups have access to DRC’s services. Since 1999, DRC has assisted over 900 residents of Maplewood in resolving conflicts related to their relationships as neighbors, employers and employees, landlords and tenants, and families. DRC serves between 25 and 220 residents per year.

Request Information

Amount of Request: \$3,000

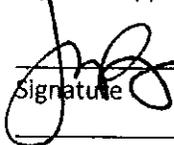
In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

DRC will be able to continue to provide free and low-cost services throughout the City of Maplewood, especially for those with lower incomes, so that no one is turned away for inability to pay. Funding will provide scholarships for Maplewood residents to attend conflict-resolution skills trainings. [Please see additional information attached.]

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? X Yes ___ No **How would a partial award be utilized?**

DRC will serve as many Maplewood residents as possible with any funds provided.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

	Executive Director	September 4, 2015
Signature	Title	Date
Jeanne F. Zimmer		
Print Name		

The information submitted on this application is public information under the Data Practice Act.



**Dispute Resolution
Center**

91 East Arch Street
St. Paul, MN 55130
651.292.6067
fax: 651 292 6065

September 4, 2015

Melinda Coleman, City Manager
Maplewood City Hall
1830 County Road B East
Maplewood, MN 55108

Mediation is a life skill and a social art
in which everyone ought to be trained.
-Kenneth Cloke

Dear Manager Coleman:

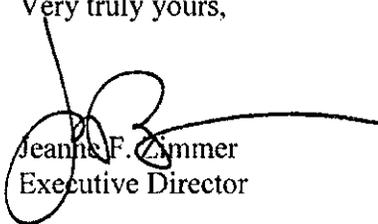
Please find enclosed a proposal from the Dispute Resolution Center (DRC) to the City of Maplewood Charitable Gambling Tax Funds, in order to ensure continued access to high-quality alternative dispute resolution services by all individuals, families, organizations, and communities in the City of Maplewood – especially those with limited financial means.

Intercultural miscommunication often adds complexity to disputes among neighbors. Much of Maplewood’s growth has been in communities of color: in 2012, 28% of residents were non-white, compared to 12% in 2000. Affordable alternative dispute resolution services in the East Metro are increasingly needed as sources of conflict continue to grow.

Community-based conflict resolution utilizes trained volunteers to help people work together to define issues and reach agreements, which allows neighbors, landlords and tenants, businesses and consumers, and families to build better relationships and improve communication. In the long run, this creates more peaceful, stable, and less-violent communities, and requires less police and other interventions -- and fewer dollars -- when disputes arise.

Thank you for your consideration of this application. Please contact me at 651-292-6067 or drc@drc-mn.org if I may provide additional information.

Very truly yours,


Jeanne F. Zimmer
Executive Director

encl.

Board of Directors

Anthony Chester, Esq.

Metric Giles

Karen Hollaus

Colleen Luna

Kimberly Nightingale

Saymoukda Vongsay

Marcell Walker

Barbara Williams

Jeanne Zimmer
Executive Director

General Description of the Dispute Resolution Center

The oldest community-mediation program in Minnesota, the Dispute Resolution Center (DRC), was created in 1982 as a pilot project co-sponsored by the Ramsey County Bar Association, the City of St. Paul, and the Minnesota Supreme Court. DRC's mission is *to promote the constructive resolution of conflict through open communication and shared decision-making.*

DRC is the only program providing free and low-cost volunteer-based mediation and facilitation services in court and community settings to residents of the City of Maplewood. The overarching goal of DRC is to provide accessible, effective, and affordable alternative dispute resolution services to assist community members in the resolution of conflict - respectfully and nonviolently.

Community-based conflict resolution utilizes trained volunteers to help people work together to define issues and reach agreements, which allows neighbors, landlords and tenants, businesses and consumers, and families to build better relationships and improve communication. In the long run, this creates more peaceful, stable, and less-violent communities, and requires less police and other interventions -- and fewer dollars -- when disputes arise.

Much of Maplewood's growth has been in communities of color: in 2012, 28% of residents were non-white, compared to 12% in 2000. Intercultural miscommunication often adds complexity to disputes among neighbors. Affordable alternative dispute resolution services in the East Metro are increasingly needed as sources of conflict continue to grow.

DRC offers essential, high-quality services at low- or no-cost to those who might otherwise not receive them. Approximately one-quarter of participants have incomes of less than \$20,000. *No one is ever denied service for inability to pay.*

DRC is a respected community partner and resource in the East Metro Area of the Twin Cities, and has made significant contributions to the expansion and practice of community mediation and restorative justice. DRC has been the recipient of the Ramsey County Bar Association's Liberty Bell Award and a Facing Race Award from the Saint Paul Foundation for the Youth Peacekeepers Program.

Primary Services and Programs

Mediation Services

DRC provides the opportunity for people to voluntarily resolve conflict in a manner that is respectful and satisfactory to all involved. Types of issues referred to mediation include:

- community and family issues such as neighborhood conflicts;
- landlord/tenant; small claims; business/consumer matters;
- public policy concerns; and,
- family-related issues such as visitation schedules, truancy, parent-child relationships, communication, and co-parenting.

All of DRC's case development staff and volunteers have completed a 30-hour basic mediation skills training, as well as training on how to ensure that participation is voluntary. Referrals are made to appropriate programs when cases do not meet 494 operational guidelines.

Community Restorative Justice Program

DRC also offers a range of restorative justice methods -- including victim-offender mediation, large- and small-group facilitation, circle processes, and family-group conferencing. The program uses restorative justice methodologies to address crime through victim-offender meetings and reintegrative community service, as well as communication and conflict resolution skills training for local organizations and school programs. Restorative justice methods allow for community responses to crime that seek not to ostracize offenders, but to reintegrate them through connections and service in their neighborhoods.

Training and Education

During 2014, DRC staff and volunteers provided educational sessions and presentations to over 4,000 people to assist them in handling conflicts. Education about conflict encourages people to consider the full range of options when confronted with difficult situations, and to realize that violence is never an appropriate response. DRC also provided workshops and educational presentations on conflict-resolution and communication skills and mediation to community groups and organizations. Schools, employers, community councils, block clubs, youth centers, and organizations regularly schedule workshops and presentations from DRC. These trainings build the capacity within neighborhoods, families and other relationships to peacefully address future conflicts.

Volunteer Services

DRC recruits a diverse group of volunteer mediators who are trained in conflict resolution, communication, and the mediation process. Currently, over 100 people - **including residents of Maplewood** - volunteer with DRC. In-service trainings are provided each year to assist mediators in receiving the continuing education they need to maintain their status as qualified neutrals under Rule 114 of the MN General Rules of Practice. Volunteer-recognition events and get-togethers held throughout the year assist in building relationships within the organization. DRC has developed a reputation in the mediation community for high-quality training and continuing education programs.

Program Evaluation

To ensure that DRC is achieving its mission and goals, staff and volunteers maintain records on each case, including: referral source; nature of dispute; demographic data; length of time from intake to close; and outcomes. Evaluation of DRC's services is critical to maintaining high-quality programming. DRC also asks participants to complete anonymous evaluation forms after each mediation sessions. These evaluations enable DRC to monitor not only the effectiveness of the mediation process, but also mediator performance and client satisfaction. Evaluations show that the vast majority of participants are very satisfied with the services they received, and most would not only use mediation for future conflicts but would also refer others to mediation.

Services in Maplewood

Although DRC may directly serve only 25 to 250 residents of Maplewood annually, each case often indirectly impacts many others. For example, a dispute over parking or noise that might directly involve two households can easily engage an entire neighborhood in the conflict, as citizens choose “sides” and lines are drawn. The actual mediation session may only have two or four participants, but the results of the session will impact the whole neighborhood.

Mediation strengthens and builds community relationships by providing opportunities for community members to resolve differences respectfully and learn how to handle future conflicts. As a resource to City staff, DRC provides an alternative to the many hours spent attending to disputes involving neighbors, including ordinance violations, trees, parking, pets, noise, nuisance issues, and inter-cultural conflicts.

Some of the more intractable neighborhood conflicts may take hours of staff time in case development as residents experiencing conflict consider whether to participate in an alternative dispute resolution process, as well as who should be present and where and when the mediation should take place, and then prepare themselves for the actual face-to-face session. It is often much more challenging to sit down and meet with the other person than it is to call 911 or to go to court. DRC works with prospective participants to design processes that are safe and respectful for all.

During 2014, 61 residents of Maplewood were involved in cases mediated by DRC. DRC also provided information and referral, training, and community education to 34 residents of the City of Maplewood. As of July 31, 2015, DRC worked directly with 18 Maplewood residents through mediation services, and has provided information, referral, training, and community education to an additional 21 residents.

DRC staff has also consulted with the Maplewood Police Department regarding restorative processes, and collaborated with the City of Maplewood on two grant proposals in the area of police/community relations and racial equity.

In Detail, explain how the funds requested will be utilized.

The Angel Fund works directly with the Social Workers and Administration of the schools within District 622 to provide some basic needs for some students which enables the student to attend and participate in their learning process. For the 2014/2015 School Year the Angel Fund provided over \$9,700.00 to the schools within District 622 to meet the needs of the Students.

The City of Maplewood Grant will be used to continue our work with the District Schools to help enable students on their learning process. Some of the requested items from the Social Workers have been additional clothing at schools for students when their clothes are damaged, etc. Food items to help support the weekend back packs that are given to students that will not have food for the weekend. Transportation for families to attend conferences and teacher meetings for the students, eye glasses, which are not covered on Medical Programs, so the students can participate in classes. The Angel Fund has even paid for copies of the child birth certificate so the kindergarten can attend their first year of school.

The Angel Fund is also working at trying to provide awarded grants to teachers for students that would not have the opportunity to participate in specialized workshops or State Programs. Last year the Angel Fund awarded a grant to two Webster Students so they could attend a State Writing Workshop that had participation from all MN District Schools. The school did not have specific funds to provide for these students, who were awarded a certification for their writing skills, to attend the workshop and participate with other students from around the State.

How does your organization serve/impact the citizens of Maplewood?

Ecumen Lakeview Commons is an Assisted Living/Memory Care community located in the heart of Maplewood. Many of our residents have lived in this Maplewood area much of their life, or their adult children work/live in this area. As a non-profit organization focused on innovation and as an 8-time winner of "Best Place to Work" by the Minneapolis/St. Paul Business Journal, we also provide valuable jobs for citizens of Maplewood.

Ecumen Lakeview Commons understands the challenges families face in making decisions regarding loved ones living with Alzheimer's and related dementias. Our goal is to honor and empower our residents to live fully within their abilities. Our unique approach, called Ecumen Awakenings, is based on thoroughly getting to know each resident and using a collaboration of the resident, care professionals, physicians, pharmacists and loved ones to reduce or eliminate the use of antipsychotic medications. This program has been featured on KARE 11, and in the New York Times and Minneapolis Star Tribune. Visit www.ecumenawakenings.org for more information.

In addition to serving residents with Alzheimer's and related dementias, we have also created a unique niche' in how we care for those residents who may be more medically complex or who want the security of having licensed nurses on-site 24/7. Our reputation for exceptional care has made us a favorite.

Not only do we care for the residents who live here, but through our Lewey Body Dementia Support Group, we also provide monthly education to community members struggling to understand the disease process and how to care for their loved one.

How many residents of Maplewood does your organization serve/impact?

Ecumen Lakeview Commons has 82 Assisted Living apartments and 16 secure Memory Care apartments. Along with our 100+ residents, we also serve their family members, friends, and loved ones through our educational programs, support group, and countless social events that allow families to get to know one another and find comfort in knowing that others understand their journey. We also serve the greater Maplewood Community through our sponsorship of local golf tournaments/health fairs, involvement in Chamber and civic organizations, and our staff serve as speakers to educate about aging and care-giving issues. We also attend employment fairs at local community colleges which serve many of our young adults pursuing careers in nursing or becoming certified as nursing assistants. As a community that has resident care attendants and licensed nurses on duty 24/7, we rely on our local colleges/universities for qualified staff. Lastly, we also serve as a site for churches and schools who are looking for volunteer opportunities. Through our volunteer program, participants learn how to serve with love and compassion, honoring each resident for who they are. In all, we serve hundreds of people through our programs.

In detail, explain how the funds requested will be utilized:

We would like to purchase a Supera Quarter-Size Electric Countertop Convection Oven. This oven would allow us to expand our baking/cooking program with our residents both in Assisted Living and Memory Care. This particular oven delivers even heating that cooks food fast! With forced air circulation that spreads heat evenly throughout the baking chamber, it cooks food quickly and efficiently. Can you imagine the smell of fresh baked cookies filling the halls? For many of our residents, these smells stir up memories of baking/cooking for their own families, or their memories may even go back as far as when they were a child and their mother baked. With the fast cooking capability, we will be able to have an activity program that could involve the mixing of the batter, baking, and eating, all in the same hour!!

If not awarded the full amount requested, how would a partial award be utilized?

Lakeview Commons is excited about purchasing this convection oven as a way to enhance the lives of our residents. As a non-profit organization, we occasionally receive memorial or tribute gifts from family members when their loved one passes away as a way of saying "thanks" for the care that they received from our staff. Those gifts are then used to support specific projects of the donors request or to support Lakeview Commons and our mission of providing exceptional care with honor and dignity. If we do not receive the full amount requested, we will use some memorial or tribute gifts to fund the rest of the oven.



Convection Ovens

Model Numbers: CVO-25-1, CVO-50-1, CVO-50P-1

Supera® Convection Ovens

With a Supera® Countertop Convection Oven suddenly there's an endless list of possible menu items you can offer to your hungry customers: Personal pizzas, nachos, potato skins, and the list goes on. These ovens are versatile and easy to operate, making them the perfect countertop size addition to your commercial kitchen. They are fast and functional and help get your kitchen smoothly through those chaotic rushes without a panic attack.

FEATURES

Double Wall Glass Door

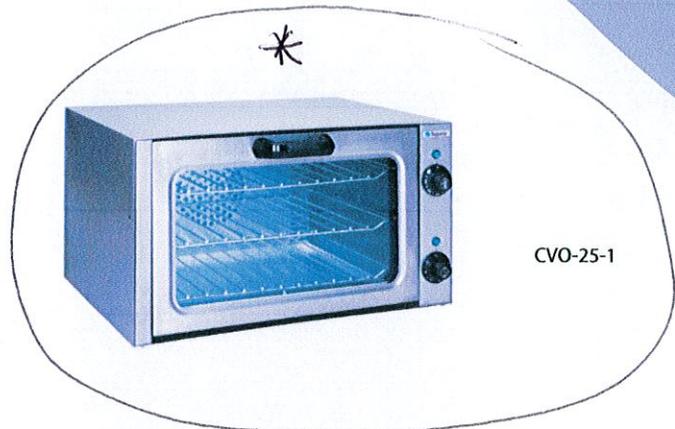
The Supera® Countertop Convection Oven delivers even heating that cooks food fast. With forced air circulation that spreads heat evenly throughout the baking chamber, it cooks food quickly and efficiently. For the busy chaotic kitchen, this oven comes with timer and its glass door and interior light make it easy to see what's cooking inside.

Variable Heating Temperature

With its adjustable temperature range, these Supera® Countertop Convection Ovens can cook a wide variety of food items to fit any menu style. The double wall glass doors provide excellent insulation for consistent cooking. No matter your desired results, your finished product will thoroughly taste amazing.

Convenient with Easy-Access

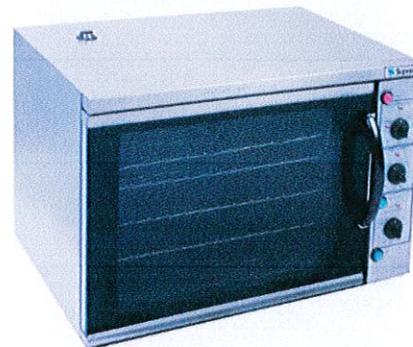
Despite these ovens having a small footprint, the included racks provide all the convenience of cooking rotation and ample room to hold endless possibilities of food that are ready in the blink of an eye. Each rack has plenty of clearance for easy manageability. The durable heavy duty stainless steel construction allows for constant use and you never have to worry that these ovens aren't up for the job.



CVO-25-1



CVO-50-1



CVO-50P-1



Features at a Glance:

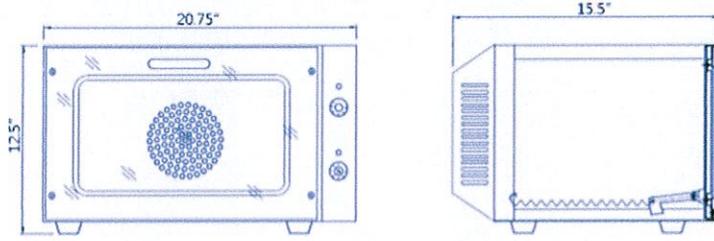
- Heavy duty stainless steel construction
- Easy access with ample clearance between racks
- Compact design for countertop use
- Double wall glass door provides superb insulation
- Manual adjustable timer
- Durable construction for heavy use
- Interior light
- Adjustable temperature range



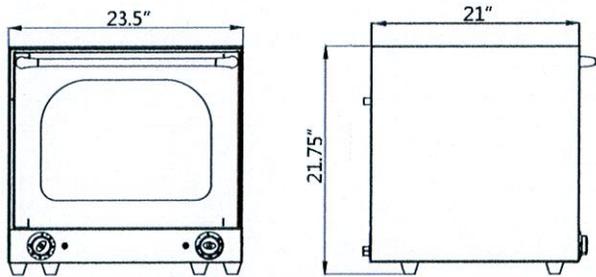
Half Size Convection Oven – Product Specifications

Model Numbers: CVO-25-1, CVO-50-1, CVO-50P-1

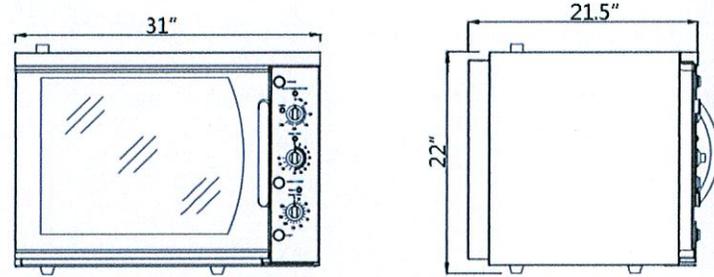
Plan View



CVO-25-1

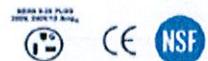


CVO-50-1



CVO-50P-1

Product Specifications			
Model	CVO-25-1	CVO-50-1	CVO-50P-1
Dimensions (H x W x D)	12.5" x 20.75" x 15.5"	21.75" x 23.5" x 21"	22" x 31" x 21.5"
Shipping Dimensions (H x W x D)	22" x 14" x 17"	25" x 26" x 25"	36" x 29" x 35"
Amps	14.5	12	14
Hz.	60		
Temperature	120°F - 480°F	120°F - 570°F	120°F - 500°F
Oven Type	Convection		
Power	Electric		
# of Racks	3	4	4
Read Out	Analog		
Spatial Orientation	Countertop		
Wattage	1750 W	2670 W	3100 W
Voltage	120	220	220
Weight	48.5 lbs	88.18 lbs	154.32 lbs
Shipping Weight	52.91 lbs	94.8 lbs	160.94 lbs
NEMA Plug Type	5-15P		





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Toll-Free: 1-877-877-5655
Se habla español 877-877-5491

Supera (CVO-25-1) - 20-3/4" Quarter-Size Electric Countertop Convection Oven

Mouseover to Zoom



(/img4.foodservicewarehouse.com/Prd/1900SQ/Supera_CVO-25-1.jpg)



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Specifications



Shop by Department

54 lbs. (/cart/viewcart)

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Toll-Free: 1-877-877-5655

Se habla español 877-877-5491

Amps

14.5

Dimensions (H x W x D)

12.5" x 20.8" x 15.5"

Door Type

Glass

Height Between Shelves

3.5"

Hz.

60

Interior Dimensions (H x W x D)

10" x 15.8" x 12"

Maximum Temperature

480°F

Metal Type

Stainless Steel

Number of Chambers

1

Number of Doors

1

Number of Sections

1

Oven Dimensions (W x D)

20.75" x 15.5"

Oven Racks Included

3

Oven Type

Convection

Power

Electric

Programmable

No

Rack Capacity

3

Read Out

Analog

Side Pan Loading

No

Spatial Orientation

Countertop

Storage Cabinet

No

Temperature

120°F - 480°F

Temperature Settings

Variable

Thermostat

120°F - 480°F

Timer

Yes

Voltage

120

Wattage

1,750 W

Weight

49 lbs.

Certifications



Manufacturer Spec Sheet

Engineering specifications show exact measurements, power requirements and product options. Download Now
 (//static.foodservicewarehouse.com/PDFs/Supera_CVO-25-1.pdf)

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Toll-Free: 1-877-877-5655

Se habla español 877-877-5491

Manufacturer Warranty

Download Now ([//img1.foodservicewarehouse.com/Warranties/Supera_CountertopWarranty_ConvectionOvens_III.pdf](http://img1.foodservicewarehouse.com/Warranties/Supera_CountertopWarranty_ConvectionOvens_III.pdf))

Product Details

You've had a successful little pub for years, it's the local hang out where everyone stops in to say hello or just get a drink and wind down at the end of a long day. But maybe it's time to offer a little bit more than just beer and peanuts, people get hungry after all.

The Supera 20-3/4" Quarter-Size Electric Countertop Convection Oven (CVO-25-1) is exactly what your pub needs. Suddenly there's an endless list of possible menu items you can offer to your regulars. Personal pizzas, nachos, potato skins, to name a few.

TINY BUT TOUGH

Don't let this quarter sized oven fool you. Despite having a small footprint, the 3 racks provide the convenience of cooking rotation and ample room to hold endless possibilities of food that are ready in the blink of an eye. Each rack has a user friendly 3-1/2" clearance and holds a 13" x 9" quarter-sized sheet pan for easy manageability.

HOT OR NOT

With its variable temperature range, this oven meets any kitchens needs. No matter your desired results, with the 120°F to 480° F temperature options, your finished product will thoroughly taste amazing.

HEY GOOD LOOKIN', WHATS COOKING?

This Quarter-Size Electric Countertop Convection Oven delivers even heating that cooks food fast. With forced air circulation that spreads heat evenly throughout the baking chamber, it cooks food quickly and efficiently. For the busy chaotic kitchen this oven comes with a 120 minute timer and its double wall glass door and interior light make it easy to see what's cooking inside.

Features

- Heavy duty stainless steel construction
- 120°F to 480°F temperature range
- 120 minute timer
- 1750 watts
- Holds three quarter-sized sheet pans

Benefits

- Easy access with 3-1/2" clearance between racks
- Compact design for countertop use
- Double wall glass door provides superb insulation
- Durable construction for heavy use

Customer Reviews

Reviews

★★★★★


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Toll-Free: 1-877-877-5655
Se habla español 877-877-5491

Customer Questions



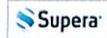
\$349.00

List Price: \$1,796.00

In stock.

Loading...Please wait...

1 Add to Cart



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 **FREE SHIPPING**

 **FSW DIRECT**

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★★★★★

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15 questions and 24 answers for this product

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Recently Viewed



Supera CVO-25-1 20-3/4" Quarter-Size Electric Countertop Convection Oven (<http://www.foodservicewarehouse.com/supera/cvo-25-1/p1559038.aspx>)

\$349.00

([http://www.foodservicewarehouse.com/supera/cvo-25-](http://www.foodservicewarehouse.com/supera/cvo-25-1/p1559038.aspx)

-25-

[1/p1559038.aspx](http://www.foodservicewarehouse.com/supera/cvo-25-1/p1559038.aspx))

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly - All applicants must use this application format)

Applicant Information

Name of organization requesting funds: Erickson Merkel Foundation
Contact Person: Paul Jungels Contact Phone: (763)639-7436
Email Address: director@ericksonmerkel.org
Mailing Address: 1475 Eldridge Ave E
Maplewood, MN 55109

Type of organization making request (please select one)
 City County School District # _____ Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

The Erickson Merkel Foundation was established to reward "workhorse scholars" - college/post-secondary students who are working hard to put themselves through school while avoiding burdensome student loan debt. Our scholarships are available to, though not restricted to, residents of Maplewood.

How many residents of Maplewood does your organization serve/impact? (Give an estimated #)

In 2015, our first full year of existence, we awarded 3 scholarships totaling \$6,000. We hope to expand that in 2016 and beyond through additional fundraising.

Request Information

Amount of Request: \$1,000

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

The funds requested will be used solely as scholarship dollars for hard working, well deserving college/post-secondary students. 100% of donations and contributions to the Erickson Merkel Foundation go directly to the scholarship recipients. All operating expenses and a large chunk of scholarship dollars are paid for by our 20 volunteer board members.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

A partial award would be utilized in the same manner as a full award described above with the funds being used solely as scholarship dollars for students.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Paul Jungels Finance Director 8-12-2015
Signature Title Date

Paul Jungels
Print Name

The information submitted on this application is public information under the Data Practice Act.

APPLICANT: FRIENDS OF MAPLEWOOD NATURE**PURPOSE: PIN OAK BENCH PROJECT****AMOUNT OF REQUEST: \$2,800**

EXPLANATION OF HOW FUNDS WILL BE UTILIZED: The Friends of Maplewood Nature are seeking support through the City of Maplewood Charitable Gambling Tax Funds grant program to build and install a large oak wooden bench at the Maplewood Nature Center. The wood for the bench comes from a very large northern pin oak, a State Champion, which fell down at Maplewood Nature Center in 2013. This wood has been kiln dried and kept in storage, with a goal to construct a bench for public use.

The bench will be placed on steps in the amphitheatre inside the visitor center. This location has posed a falling hazard for visitors entering the room for some time.

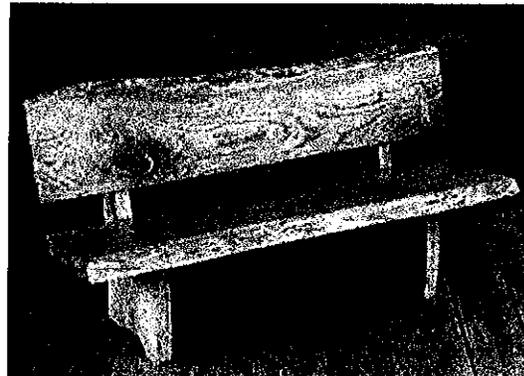
This bench will serve several functions:

- seating for visitors to Maplewood Nature Center
- celebrate the champion Pin Oak Tree
- a critical safety feature to alert visitors entering the amphitheatre of the presence of steps

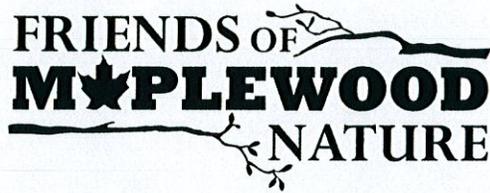
The bench will be specially designed to fit the Maplewood Nature Center site and fulfill the safety requirements for public use. It will be constructed at an appropriate height to perform as a visual barrier alerting visitors entering the amphitheatre of steps and be designed with rounded corners and edges to ensure safety. Constructed from sturdy hardwood, the bench will be designed within the Nature Center's current aesthetic and will complement the oak table currently in use.

The total project cost is estimated at \$3,000. The Friends of Maplewood Nature have received \$200 in donations toward the project, and are seeking \$2,800 from the City of Maplewood Charitable Gambling Tax Funds grant program to complete the project. We have received two bids from Forest Products and experienced woodworker Craig Kluy to design, construct, and install the bench. The quotes range between \$2,800-\$3,000. Project expenses also include a small plaque to acknowledge support provided by the City of Maplewood Charitable Gambling Tax Funds and the Friends of Maplewood Nature (estimated expense of approximately \$200).

Craig Kluy of KluyCustom LLC has visited the Maplewood Nature Center, taken measurements of the location for the bench, met with staff to discuss the project parameters, and provided several design options. The Maplewood Nature Center staff believe that Mr. Kluy has demonstrated the interest, craftsmanship, and expertise to professionally design and construct the bench.



The bench will be designed to highlight the beautiful natural curves and features of the pin oak slab. The image above is an example of an oak slab bench. *Note this is merely an example and does not represent the actual bench that will be constructed. The actual bench will be more substantial and have a more complete design.*



2659 East 7th Street
Maplewood, MN 55119
www.maplewoodnature.blogspot.com

September 2, 2015

Lois Knutson
City of Maplewood
1830 East County Road B
Maplewood, MN 55109

Dear Ms. Knutson,

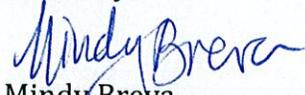
The Friends of Maplewood Nature are submitting the enclosed application requesting funding from the City of Maplewood Charitable Gambling Tax Funds to support a project to design, create, and install a wooden bench at the Maplewood Nature Center.

The bench will be constructed from a pin oak slab and be specially designed to fit the Maplewood Nature Center site and fulfill the safety requirements for public use. Constructed from sturdy hardwood, the bench will be designed to complement the Nature Center's current aesthetic. This bench will provide seating for visitors to Maplewood Nature Center, celebrate the champion Pin Oak Tree, and serve as a critical safety feature to alert visitors entering the amphitheatre of the presence of steps.

Thank you for the opportunity to apply for funding in support of this important project. We deeply appreciate your consideration of this request.

Thank you.

Sincerely,


Mindy Breva
Vice President

Enclosures: Application, 501(c)3 Letter

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of organization requesting funds: Fusion Drumline Parent Booster Organization
 Contact Person: Jeanine Brannon Contact Phone: (651) 490-5064
 Email Address: brann001@umn.edu
Mailing Address: 2927 Walter Street
Maplewood, MN 55109

Type of organization making request (please select one)
 City County School District # _____ Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?
Fusion Drumline provides an unique opportunity for ISD622 students from the middle and high schools to use their musical talents in a competitive environment. The precision movement also builds teamwork, attention to detail and leadership.

How many residents of Maplewood does your organization serve/impact?(Give an estimated #)
300 (30+ members and their families, friends and teachers as well as audiences approaching 1000+ from their Homeshow and other performances.

Request Information

Amount of Request: \$ \$1900

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):
The Fusion Drumline board of directores approved adding a cymbal line for this year's competitive season. A cymbal line will add visuals and sounds that will enhance the overall effect of the drumline performance. It will also allow more students to participate in drumline. Last year we had more students audition then we had instruments for. In order to do this, we will need to purchase Five Sabian AA "16 Marching Cymbals. The cost of each pair of cymbals is \$380.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No **How would a partial award be utilized?**
The partial amount would be used towards the purchase price of the cymbals. Other fundraising efforts will be done to raise the additional funds for the remaining amount. To have a balance sound, 5 set's of cymbals are needed

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Jeanine A Brannon Co-Chair 9-2-15
 Signature Title Date
Jeanine A Brannon
 Print Name

The information submitted on this application is public information under the Data Practice Act.

City of Maplewood

Application for Charitable Gambling Tax Funds

(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of organization requesting funds: Among American Education Fund (HAEF)
Contact Person: Chue T. Vang Contact Phone: (651) 592-1576
Email Address: Scholarships@thehaef.org
Mailing Address: P.O. Box 17468, St. Paul MN 55117

Type of organization making request (please select one)

- City County School District # _____ Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

We provide scholarships to low income Among American students and we also provide mentoring services in the area of education, and career.

How many residents of Maplewood does your organization serve/impact?(Give an estimated #)

30-70 students with real and significant impact in the area of education and scholarships

Request Information

Amount of Request: \$ \$3,500.00

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

HAEF is requesting the amount for programing, services, and training. Equipment and supplies are always in demand as the number of students and scholarships increase with our scholarships recipients and volunteers.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

A partial award is always welcome. We would like the full amount ask but if we get a partial amount the funds will still be used in the same way just with a less impact.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

[Signature] President/CEO September 1, 2015
Signature Title Date
Chue T. Vang
Print Name



Proposed Budget Request 2016

Item Proposed	Current Situation	Proposed Amount
Training	No budget for training program volunteers	\$500
Program promotional materials	No budge for promotional and marketing materials	\$500
Program supplies for programs & meetings.	No supplies for 2016	\$1000
Food & drinks for programs	None	\$1500
Total Proposed:		\$3500.00

HAEF -- P.O. Box 17468, Saint Paul, MN 55117 – (651) 592-1576 – scholarships@thehaef.org - www.thehaef.org



September 1, 2015

Board of Directors

Rebecca Graetz, EdS
Mai Neng Moua, JD
Amoun Sayaovong, JD
Bill Tilton, JD
Dr. Kou Bliaxa Vang

Ms. Lois Knutson
Maplewood City Hall
1830 East County Road B
Maplewood, MN 55109

Advisory Board

Marion Angelica, PhD
Lue Her, MA
John Kostishack

Dear Ms. Knutson:

Attached in this packet is our 2016 City of Maplewood Charitable Gambling Tax Funds Program application form, 2015/2016 budget sheet, 501 C3 determination letter. If you have any questions or concerns regarding our application, please don't hesitate to call or email me. Thank you for your time and consideration.

Volunteer Staff

Chue Tue Vang, MA
Colin Thao, MA
Lucus Vue, MBA
Macy Vang
See Xiong
Mai Shoua Khang, MA

Respectfully,

Chue Tue Vang
President/CEO

Hmong American Education Fund (HAEF)
Email: scholarships@thehaef.org Phone: 651-592-1576

Hmong American Education Fund
P.O. Box 17468
Saint Paul, MN 55117

651-230-3634
scholarships@thehaef.org
www.thehaef.org

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of organization requesting funds: ISD 622 Northern Lights Show Choir
Contact Person: David Plan Contact Phone: (651) 470-9615
Email Address: plandaveplan@comcast.net
Mailing Address: 2303 7th Street North
North St. Paul, MN 55109

Type of organization making request *(please select one)*
 City County School District # 622 Non-Profit *(Attach proof of IRS 501c3 status)*
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?
please see attached

How many residents of Maplewood does your organization serve/impact? *(Give an estimated #)*
There are 55 to 60 that include Choir, Combo and Crew. Last year about half were from Maplewood, this year we anticipate about the same. All are ISD 622 students.

Request Information

Amount of Request: \$ 6,000

In detail, explain how the funds requested will be utilized *(be specific & attach additional pages if necessary)*:
please see attached

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?
Same as stated above with less of an impact.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

David Plan Parent Volunteer 7/30/15
Signature Title Date
David Plan
Print Name

The information submitted on this application is public information under the Data Practice Act.

How we serve citizens of Maplewood

North High's, Northern Lights Show Choir offers a competitive opportunity for students to display their musical and dance talents. Northern Lights represents ISD 622 at competitions in the Upper Midwest region during January and February. Participants start working on the show in August and celebrate with an Extravaganza in May. Striving to develop individual excellence while building team cooperation the students build self-esteem and learn how to rely on others to deliver a quality product.

How we will utilize the Funds

With a change in State funding our ability to provide quality costuming, props, equipment and transportation has become a challenge. New policy does not allow requests for fees from students, only donations. We are requesting funds to help continue to provide our program. Last year we had a \$4,000 shortfall after this change was made. Through frantic fundraising at the end of our year we were able to balance out last season. This year we are anticipating another challenging year. We are respectfully requesting \$6,000 with the complete understanding that any amount would be appreciated. All funding would be used for students of ISD 622.

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly - All applicants must use this application format)

Applicant Information

Name of organization requesting funds: LENA YOUTH CONNECT
Contact Person: SUZANNE MADISON Contact Phone: (507) 216-1157
Email Address: SUZANNE.MADISON@LENA.YOUTH.CONNECT.ORG
Mailing Address: P.O. 17142 ST. PAUL, MN 55117
2086 BURR ST., MAPLEWOOD, MN 55117

Type of organization making request (please select one)

- City
County
School District #
Non-Profit (Attach proof of IRS 501c3 status)
Other (Specify)

How does your organization serve/impact the citizens of Maplewood?

We Help youth by TEACHING independent living skills AND helping to prevent them from being homeless. All citizens of Maplewood are impacted because youth are future leaders and drivers of growth, productivity, and innovation. They are our greatest assets as a community.

How many residents of Maplewood does your organization serve/impact? (Give an estimated #)

AN ESTIMATED up to 24 residents will be served.

Request Information

Amount of Request: \$ 1,000.00

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

Funds will be used to build our capacity to support more youth. We would like to hire a part-time person to train our social work interns to help us teach independent living skills to youth ages 16-24 years old. We are provided interns by local colleges.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

A PARTIAL AWARD would be utilized as noted above. We would keep fund raising until our goal is met.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Suzanne Co-founder/Executive Director 8/20/15
Signature Title Date

SUZANNE MADISON, Ph.D.
Print Name

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly - All applicants must use this application format)

Applicant Information

Name of organization requesting funds: **Maple Tree Monastery Childcare Center** _____

Contact Person: Jennie Schlauch

Contact Phone: 651-770-0766

Email Address: JSchlauch2@aol.com

Mailing Address: 2625 Benet Road, Maplewood, MN 55109 _____

Type of organization making request (please select one)

City County School District # Non-Profit (Attach proof of IRS 501 c3 status)

Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

We offer quality infant, toddler, and preschool childcare to families in our area. We provide a stable staffing, enriching curriculum, and stimulating classrooms. Our intergenerational connections with Hill-Murray School and St. Paul's Monastery add a special component to our services. We also enjoy connecting with our other campus partners, Tubman Family Alliance and Common Bond.

How many residents of Maplewood does your organization serve/impact? (Give an estimated #) We currently have 18 families with Maplewood addresses and 16 parents who work in Maplewood.

Request Information

Amount of Request: **\$ 1,430.00**

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary): *Our small classroom tables are in need of replacement after 24 years of daily use. We would desire to purchase one 42 inch round table at \$229; one 48 inch table at \$259; and four 30 x 36 inch rectangular tables at \$189 each. The total with shipping and handling comes to approximately \$1430. (See the attached photo.)*

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized? We would simply order less product. Instead of the 6 tables, we would adjust the order to the grant amount.

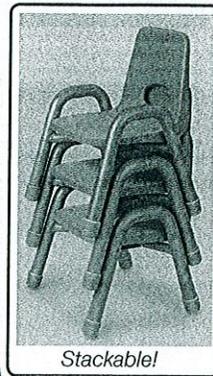
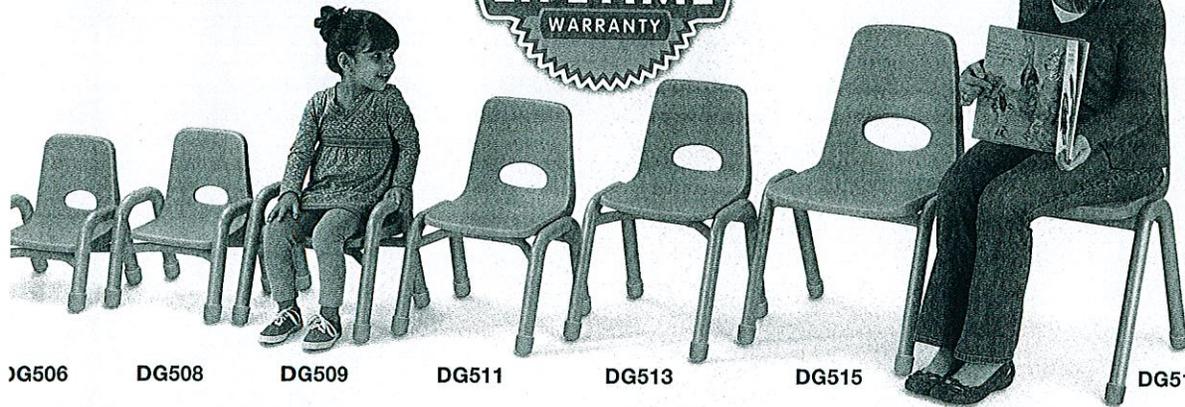
By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Signature *Jennie Schlauch* Title *Director*

Date *7.27.15*

Print Name *Jennie Schlauch*

The information submitted on this application is public information under the Data Practice Act.



Stackable!

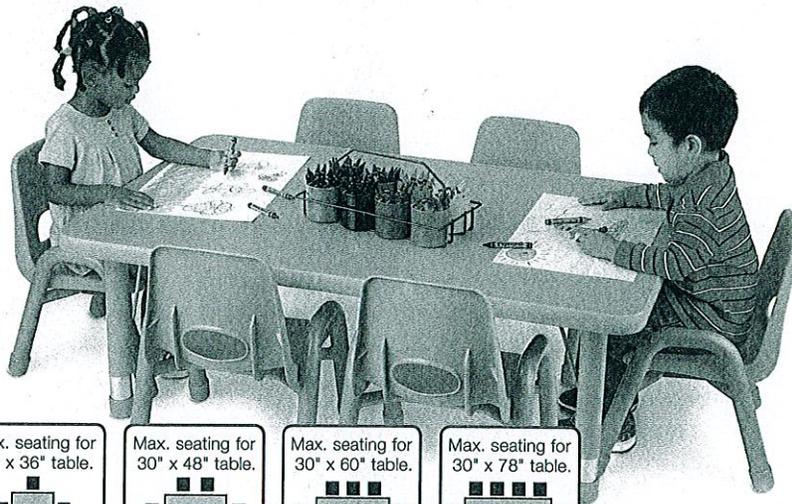
DG506 DG508 DG509 DG511 DG513 DG515 DG517

HEAVY-DUTY STACKING CHAIRS Tough and comfortable classroom chairs—in a wide range of sizes to seat everyone from toddlers to teachers! Our natural-looking, stackable chairs feature solid polypropylene seats that are easy to clean, with ergonomically contoured backs that make them super-comfy. Plus, the extra-sturdy frames are made of indestructible steel that's sure to last through years & years of busy use—while the io-scuff nylon tips keep your floors looking like new! Lifetime warranty. For help matching chair sizes to tables, please visit lakeshorelearning.com. Comes assembled!

- DG506 ■ 6" Heavy-Duty Chair 38.99
- DG508 ■ 7 1/2" Heavy-Duty Chair 39.99
- DG509 ■ 9 1/2" Heavy-Duty Chair 45.99
- DG511 ■ 11 1/2" Heavy-Duty Chair 47.99
- DG513 ■ 13 1/2" Heavy-Duty Chair 49.99
- DG515 ■ 15 1/2" Heavy-Duty Chair 59.99
- DG517 ■ 17 1/2" Teacher's Heavy-Duty Chair 64.99

HEAVY-DUTY ADJUSTABLE TABLES

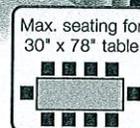
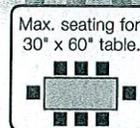
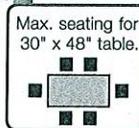
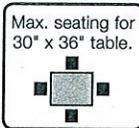
Our heavy-duty tables combine the timeless appeal of wood with the rugged durability of laminate! Each table has kid-friendly details like rounded corners and vinyl edging, plus a thick 1 1/4" tabletop that wipes clean and resists scratches and stains. The super-sturdy steel legs even adjust to the perfect height...and come with tough nylon tips to protect classroom floors! Lifetime warranty. Easy assembly.



RECTANGULAR HEAVY-DUTY

ADJUSTABLE TABLES Regular tables adjust from 21" to 30" high. Low tables adjust from 15" to 24" high.

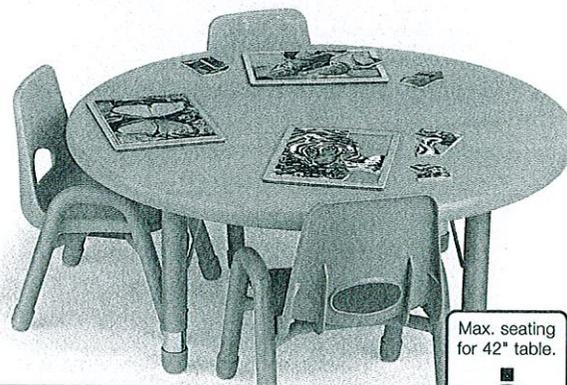
- DG583 ■ 30" x 36" Rectangular Table 189.00
- DG584 ■ Low 30" x 36" Rectangular Table 189.00
- DG585 ■ 30" x 48" Rectangular Table 209.00
- DG586 ■ Low 30" x 48" Rectangular Table 209.00
- DG587 ■ 30" x 60" Rectangular Table 229.00
- DG588 ■ Low 30" x 60" Rectangular Table 229.00
- DG589 ■ 30" x 78" Rectangular Table 269.00
- DG590 ■ Low 30" x 78" Rectangular Table 269.00



GROUP HEAVY-DUTY ADJUSTABLE TABLES

Regular table adjusts from 21" to 30" high. Low table adjusts from 15" to 24" high.

- DG577 ■ 48" x 72" Group Table 339.00
- DG578 ■ Low 48" x 72" Group Table 339.00



Max. seating for 42" table.



Max. seating for 48" table.



ROUND HEAVY-DUTY ADJUSTABLE TABLES

Regular tables adjust from 21" to 30" high. Low tables adjust from 15" to 24" high.

- DG579 ■ 42" Round Table 229.00
- DG580 ■ Low 42" Round Table 229.00
- DG581 ■ 48" Round Table 259.00
- DG582 ■ Low 48" Round Table 259.00

DG24 The p space that h each a col sticke sticke corne Unit Com



7-27-15

Dear Friends at the City of Maplewood,

Thank you so much for the opportunity to apply for the charitable gambling tax grant. I tried converting the application form to an "editable" document so I could type in the information. The conversion created a couple of glitches; let me know if you would prefer to have the document filled in by hand.

We look forward to hearing from you regarding the outcome of the grant distribution. We appreciate the opportunity to be considered to receive funding.

Sincerely,

A handwritten signature in cursive script that reads "Jennie Schlauch".

Jennie Schlauch
Program Director

2625 Benet Road
Maplewood,
MN 55109
Phone: 651-770-0766
E-mail: JSchlauch2@aol.co

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly - All applicants must use this application format)

Applicant Information

Name of organization requesting funds: Maplewood Area Historical Society (MAHS)
Contact Person: Jessie Ness Contact Phone: (651) 808-1723
Email Address: jessie.ness1@gmail.com
Mailing Address: 2170 E. Co Rd D
Maplewood MN 55109

Type of organization making request (please select one)

- City County School District # Non-Profit (Attach proof of IRS 501c3 status)
Other (Specify)

How does your organization serve/impact the citizens of Maplewood?

MAHS develops and displays historical exhibits, and hosts discussions and speakers that educate on the history of Maplewood and the Bruentrup dairy farm. We preserve historical records, photos, and objects of Maplewood.

How many residents of Maplewood does your organization serve/impact? (Give an estimated #)

In 2014 we reached an estimated 5,000 individuals with our exhibits and events

Request Information

Amount of Request: \$7,065.00

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

Please see the attached list for a detailed description of how funds will be used and the estimated cost for each project.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

Projects would be prioritized so that funds are used to cover the most important items. If possible we will also supplement budgets with society funds.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Jessie Ness Treasurer 8/19/15
Signature Title Date
Jessie Ness
Print Name

- 1) The South end of the barn on the property requires scraping and fresh paint. We would rent a lift for five days and pay for any miscellaneous supplies. The anticipated cost of this project is \$1,100.
- 2) Repair hay carrier for demonstrations. We will purchase and install a rope on the hay carrier: 200 feet ¾” Manila Rope - \$110, 4 hour lift rental - \$145, miscellaneous supplies - \$100. Total projected cost for this project is \$365.
- 3) The purchase of an AED (defibrillator). The society hosts a number of events each year and we would like to improve our on-site first aid capabilities. Cost \$1,600.
- 4) We would like to install barriers to the antique farm equipment that makes up a portion of our exhibits. The anticipated cost of this project is \$1,000.
- 5) The purchase of a new grill. Many of our events incorporate meal service and a new grill would better support our abilities to continue these efforts which contribute to financial sustainability of the organization. Cost \$1,000.
- 6) The purchase of commercial grade picnic tables which are lightweight and collapsible. The anticipated cost is \$2,000.

8/18/2015

Ms. Lois Knutson,
Charitable Gambling Tax Funds
City of Maplewood,
1830 County Road B East
Maplewood, MN 55109

Attention: City Council Members

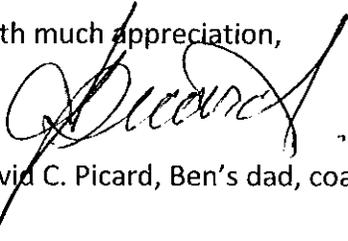
Driving home from State Special Olympics Softball Competition Sunday afternoon, I quizzed my adult son, Ben, about his experience with his Maplewood Monarch Team that morning. Ben is mentally challenged from cerebral palsy and is autistic. Although he possesses some athletic ability and was partially responsible for his team's come-from-behind win against Red Wing (he hit a double down the third base line), winning was not on his mind.

What delighted Ben was "simply being together with his team mates." Ben rarely initiates conversation, and although quietly polite, has few social skills. But being together in a community of "Orange shirts" gives him great pleasure. Same with the parents!

The Maplewood Monarchs Delegation provides your special-needs athletes and parents/volunteers/coaches a real sense of community. NOT ONLY the athletes benefit from being together, the care-givers support one another while coaching and preparing the athletes.

The Maplewood Monarch Special Olympics Team, "this community of orange shirts", is a great asset to our city. It deserves generous assistance in living its mission.

With much appreciation,

A handwritten signature in black ink, appearing to read "David C. Picard". The signature is written in a cursive style with a large, sweeping initial "D".

David C. Picard, Ben's dad, coach, fund raiser

How does your organization serve/impact the citizens of Maplewood?

Police reserve officers volunteer between 8,000 & 10,000 hours per year in service to the community. Some of the services which reserve officers provide include: traffic control and security at events occurring in Maplewood such as the Ramsey County Fair, graduations at Aldrich Arena, 4th of July celebration, Bruentrup Heritage Farm celebrations, and the spring & fall city clean-up opportunities.

Reserve officers also patrol the city independently and in conjunction with sworn officers several days per week. During their patrols, reserve officers transport arrestees, those requiring detoxification, and others in need of courtesy rides. They respond to calls for public assistance and other non-enforcement requests. They also perform weekly property checks for residents who have reported to the police department that they will be out of town. In addition to those regular duties, reserve officers make themselves available for emergency needs such as securing crime scenes and directing traffic at major accidents or incidents. Their assistance frees sworn officers to perform other tasks. Without the help of our reserve officers, either valuable resources would be tapped to handle the tasks they perform, or those things would simply remain undone.

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of organization requesting funds: City of Maplewood Youth Scholarship Program
Contact Person: Audra Robbins Contact Phone: (651) 249-2125
Email Address: audra.robbins@ci.maplewood.mn.us
Mailing Address: 1902 County Road B East

Type of organization making request (please select one)

City County School District # _____ Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

The Maplewood Youth Scholarship Program serves Maplewood residents under age 18 who demonstrate financial need and may not otherwise have the opportunity to participate in recreation programs.

How many residents of Maplewood does your organization serve/impact?(Give an estimated #)

We serve approximately 6,000 youth through our recreation programs and sports leagues per year.

Request Information

Amount of Request: \$ 3,500.00

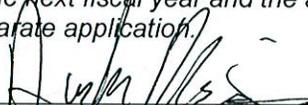
In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

We use these funds to assist Maplewood residents under the age of 18 who would like to participate in our programs, but are unable to participate due to financial hardships. Families that can demonstrate a financial need are asked to pay one third of the program fee. The scholarship fund covers the remaining two thirds of the program fee.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

We offer scholarships to our youth participants until our funding runs out.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

 Recreation Manager 09/04/2015
Signature Title Date
Audra Robbins
Print Name

(651) 249-2059

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly - All applicants must use this application format)

Applicant Information

Name of organization requesting funds: MINNESOTA KRAMPUS
Contact Person: TYRONE SCHENK, PRESIDENT Contact Phone: (612) 275 7260
Email Address: MINNESOTAKRAM.PUS@GMAIL.COM
Mailing Address: 2354 E. COUNTY ROAD D
MAPLEWOOD, MN 55109

Type of organization making request (please select one)

- City
County
School District #
Non-Profit (Attach proof of IRS 501c3 status)
Other (Specify)

How does your organization serve/impact the citizens of Maplewood?

PLEASE SEE ATTACHED

How many residents of Maplewood does your organization serve/impact? (Give an estimated #)

PLEASE SEE ATTACHED

Request Information

Amount of Request: \$ 2,000.-

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

PLEASE SEE ATTACHED

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? X Yes No How would a partial award be utilized?

PLEASE SEE ATTACHED

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Signature: Tyrone Schenk Title: Date: 9/4/2015
Print Name: TYRONE SCHENK, PRESIDENT

The information submitted on this application is public information under the Data Practice Act.

How does your organization serve/impact the citizens of Maplewood?

Minnesota Krampus serves as a cultural preservation society that aims towards increasing the exposure and awareness of the Alpine winter holiday traditions to the residents of Minnesota. We further our mission through public performance, literature creation and distribution, and an annual academic scholarship to new and current college students to study cultural and/or historical topics involving the Alps and the alpine people. Our scholarship is eligible to residents of Maplewood and our marketing plan includes advertising to german programs at local Maplewood area schools (North, Tartan, and White Bear Lake) and at our local events in the Twin Cities.

How many residents of Maplewood does your organization serve/impact? (give an estimated #)

Our scholarship, as stated above, will also be eligible to Maplewood residents and our scholarship marketing plan includes targeting german language students at Maplewood area schools (including North, Tartan, and White Bear Lake). Our organization has been in existence for 1 year and currently impacts 2 residents, as members.

Amount of Request?

\$2,000

In detail, explain how the requested funds will be utilized (be specific & add pages as necessary)

As a newly formed non-profit, Minnesota Krampus intends to use the \$2,000 requested funds as part of our 1st academic scholarship award, scheduled for disbursement in academic year 2016-2017. Our request for \$2,000 will maximize the funding match pledged by the German-American Heritage Foundation (another local, 501c3 organization) and will positively impact our financial award capacity. Our organization relies exclusively on volunteers for all aspects of our operation (including 2 member residents) in order to ensure that all donations to our scholarship fund are allocated to student award scholarships. We hope that the City of Maplewood will consider our application, as a new 501c3 operating within the city limits, and grant us our full \$2,000 request to further our scholarship award capacity.

Less than the full amount requested?

Yes. The mission of our organization is the same, our use of the funds will be the same, but our total funding impact will be significant - in both, charitable tax funds and our pledged funding match by the German-American Heritage Foundation. Less funding will mean smaller and fewer academic scholarship awards this cycle.

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of organization requesting funds: NORTH HIGH SCHOOL ROBOTICS TEAM
Contact Person: DAVE MORAN Contact Phone: (651) 748-6137
Email Address: dmoran@isd622.org
Mailing Address: 2416 11TH AVE E.
NORTH ST. PAUL, MN 55109

Type of organization making request (please select one)

- City County School District # 622 Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

NORTH HIGH IS THE DISTRICT 622 HIGH SCHOOL THAT SERVES OVER 2/3 OF MAPLEWOOD.

How many residents of Maplewood does your organization serve/impact? (Give an estimated #)

SCHOOL HAS ROUGHLY 720 MAPLEWOOD RESIDENTS ENROLLED. OUR TEAM IS APPROX 15 MAPLEWOOD RESIDENTS, BUT ALSO IMPACTS MENTORS, AND STUDENTS AT OTHER SCHOOLS WE DEMO AT.

Request Information

Amount of Request: \$ 5,000

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

PLEASE SEE ATTACHED.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

PURCHASE TOOLS + SUPPLIES AS POSSIBLE.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

[Signature] Title Teacher/Robotics Advisor Date 8-26-15
Signature Title Date
DAVE MORAN
Print Name

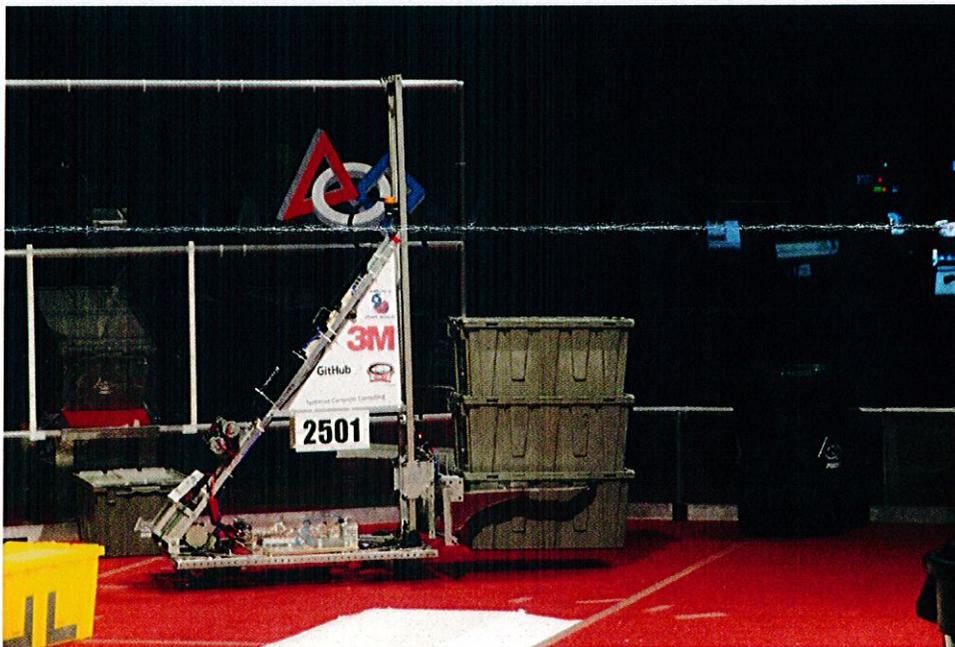
The information submitted on this application is public information under the Data Practice Act.



The North High Robotics Team, “Bionic Polars” participates in the Worldwide “FIRST” Robotics competition (FRC). The FIRST organization’s mission: “Our mission is to inspire young people to be science and technology leaders, by engaging them in exciting mentor-based programs that build science, engineering and technology skills, that inspire innovation, and that foster well-rounded life capabilities including self-confidence, communication, and leadership.” There are over 44,000 FIRST robotics teams worldwide.

The Bionic Polars team provides STEM (Science, Technology, Engineering & Math) students with a unique opportunity to work alongside mentors (staff educator and volunteer mentors from the industry) to design, build, troubleshoot, and operate a robot to complete a specific task.

Last year’s FIRST challenge was to create a robot to stack recycling bins and totes. Here is a photo of the Bionic Polar’s robot at competition:



Our current funding does not include ANY funding from the school district. We rely on corporate and private grants/donations. Current funding level only allows the team to build 1 robot, and requires us to re-use parts from previous years.

We can only participate in 1 local competition (entry fee for a competition is \$4,000). The Bionic Polars current funding is about 1/3 of other local robotic teams (Irondale, Mounds Park, etc).

Any funds received from the Maplewood Charitable Gambling fund would be used to buy additional parts, tools and supplies. With additional funds, the team can:

- Expand the team to more members. Last year's team had about 20 students.
- Build additional robots for community outreach :
 - Last year the team hosted 2 classes at Weaver Elementary's "enrichment day". Additional robots would allow the team to do more of these STEM demonstration type events for younger students.

Participation in a FIRST Robotics team increases a student's chance of getting accepted to an engineering college. Many admission forms for engineering schools specifically ask if a student was part of a FIRST robotics team. FIRST also has scholarship opportunities for team members.



North High Robotics Team (FRC Team #2501)

www.team2501.com

Facebook: "North High Robotics Team 2501"

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of organization requesting funds: Ramsey County Care Center
Contact Person: Lorna Leistikow Contact Phone: (651-251-2420
Email Address: lorna.leistikow@co.ramsey.mn.us
Mailing Address: 2000 White Bear Avenue
Maplewood, MN 55109

Type of organization making request (please select one)
 City County School District # _____ Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

— Ramsey County Care Center serves the citizens of Maplewood by offering a nonprofit choice in —
— individualized care for transitional care services and long term residential care. For 143 years —
— we have made an impact in the Maplewood community. We first made our appearance as the —

How many residents of Maplewood does your organization serve/impact?(Give an estimated #)

— We admit an average of 400 patients and residents per year. We serve numerous residents who
— list Maplewood as their home address prior to making Ramsey County Care Center their

Request Information

Amount of Request: \$ \$1,550

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

— A nationwide program called Music and Memory has shown research that music is vital to each —
— of us during the aging process, especially as it relates to memory and other related disorders. —
— Ramsey County Care Center would like to increase our efforts in this area. We would like to —
— purchase an additional ten iPods. (\$50 each, plus headphones - \$5 = \$550) The iPods will be —
— provided to those with memory loss, those who are anxious and needing a little tranquility time —
— or those transitioning on our Transitional Care Unit. Each iPod would be individualized with the —

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No **How would a partial award be utilized?**

— If we are unable to obtain the full amount of \$1,550. We would like to ask for 5 —
— iPods/headphones for \$275 and \$500 in gas for a total of \$775.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Lorna Leistikow, Resident Services Director 8-27-15
Signature Title Date

Lorna Leistikow
Print Name

The information submitted on this application is public information under the Data Practice Act.

How does your organization serve/impact the citizens of Maplewood? (con't)

Ramsey Poor Farm, which evolved to the Ramsey Nursing Home and then in 2008 transitioned to Ramsey County Care Center.

How many residents of Maplewood does your organization serve/impact? (con't)

We admit an average of 400 patients and residents per year. We serve numerous residents who list Maplewood as their home address prior to making Ramsey County Care Center their home. We also, have countless family members who reside in Maplewood and have chosen Ramsey County Care Center for their loved ones because of its convenient location.

In detail, explain how the funds requested will be utilized. (con't)

patients/residents favorite music. When a patient is no longer using their iPod; the iPods are reassigned to another patient/resident and loaded with their music of choice.

Ramsey County Care Center recently purchased a new bus. The bus holds up to 11 people. Since April the residents have been going out three times a week exploring our neighborhood and surrounding areas. We have patronized local Maplewood restaurants such as Perkins and Baker's Square and retail stores such as the Dollar Store and the Maplewood Mall. We have also journeyed to the Maplewood Nature Center and other local parks. By providing a bus for outings we are meeting the psychosocial needs of our residents - citizens of Maplewood, by giving them something to look forward to, something to experience and something to talk about. We are seeking \$1,000 in gasoline costs for outings. Each time we fill up the gas tank it costs approximately \$75. With a \$1,000 we would be able to fill up the tank approximately 13 times. This money would provide outing opportunities for our residents for a year!

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly - All applicants must use this application format)

Applicant Information

Name of organization requesting funds: Ramsey County Fair
Contact Person: Joe Fox Contact Phone: ()
Email Address: Foxxx@12@umn.edu
Mailing Address: 1821 MYRTLE ST
MAPLEWOOD, MN 55109

Type of organization making request (please select one)

- City County School District # _____ Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

the young people & ADULTS can exhibit projects to show at the Fair. Many educational programs are offered to the families

How many residents of Maplewood does your organization serve/impact?(Give an estimated #)

Approx - 5000 youth & Adults

Request Information

Amount of Request: \$ 3800.00

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

at the Fair, July 13-17, 2016, we pay 4-H & other youth & Adults ribbons & premiums, pay for Judging & displays of exhibits. the Farmer Fro Thursday & other educational programs help urban audiences better understand Agricultural production & where our food comes from. We fund a youth Talent Contest, Pet Show & other Activities for youth & Adults

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

We would use those funds as shown above. This grant would cover about 25% of the total cost.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Joe Fox Secretary/manager Aug. 15, 2015
Signature Title Date

Joe Fox
Print Name

City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of organization requesting funds: St. Jerome School
Contact Person: Laureen Sherman Contact Phone: (612) 771-8494
Email Address: principal@stjeromeschool.org
Mailing Address: 384 Roselawn Ave E
Maplewood, MN 55117

Type of organization making request (please select one)

- City County School District # _____ Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

St Jerome serves the community through school, parish, child care center and special events. Our outdoor facilities engage children of all ages to participate in physical activities and maintain fitness.

How many residents of Maplewood does your organization serve/impact? (Give an estimated #)

Our school and parish community serves a diverse group of families and a broad spectrum of Maplewood residents.

Request Information

Amount of Request: \$ 1,457.88

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

We will use the funds to purchase and install permanent benches on our softball field and portable soccer goals with nets on our soccer practice field.

Please see attached documentation.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

if necessary we would scale back the purchases funding only the items that would be covered by the grant.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Laureen M Sherman Principal 14 Aug 2015
Signature Title Date

Laureen M. Sherman
Print Name



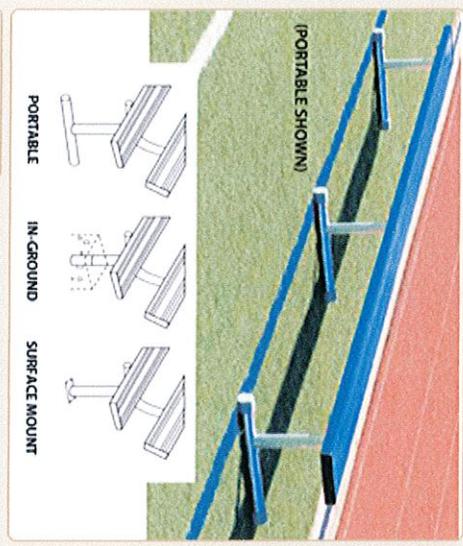
Call Toll Free
1.800.365.6171

SEARCH Enter keyword, brand, or item #

- ARTIFICIAL TURF
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- PARK & REC/ PHYS-ED
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- ▶ Bleachers & Benches
- ▶ Benches with Backs
- ▶ **Benches w/out Backs**
- ▶ Bleachers
- ▶ Portable Seating
- ▶ Clearance
- ▶ Coach & Umpire Equipment
- ▶ Fencing
- ▶ Field Covers & Protection
- ▶ Field Maintenance
- ▶ Instructional Books & DVDs
- ▶ Netting

Products > Baseball > Bleachers & Benches > Benches w/out Backs >



Standard Bench

- 5 Year Guarantee.

- Additional shipping of \$50.00 when shipping to a non-commercial address.

Dimensions:

Price:
\$359.99

Item #: **Players Benches without Backs**

- * Bleacher Color
- * Mount Type
- * Bench Size

Drop Ship Item - Usually ships from manufacturer within 48hrs

Estimated Shipping: See shipping in cart

Product Review

- Write a review
- Tell a Friend

2 @ 359.99 = 719.98

Sports / Shop by Sport / Soccer / Accessories / Ground Anchors

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Featured New Product



Ground Anchors

Hold goals securely in the ground.

\$39.95

Quantity:

Item No. 61-823 / Unit: Set of 8 / Availability: In Stock

Add To Cart

+ Add To Wish List

Orders placed on weekdays before 3pm CST ship the same day.

Description

Black J-shaped galvanized-steel stakes. 3/8" dia X 14"L.

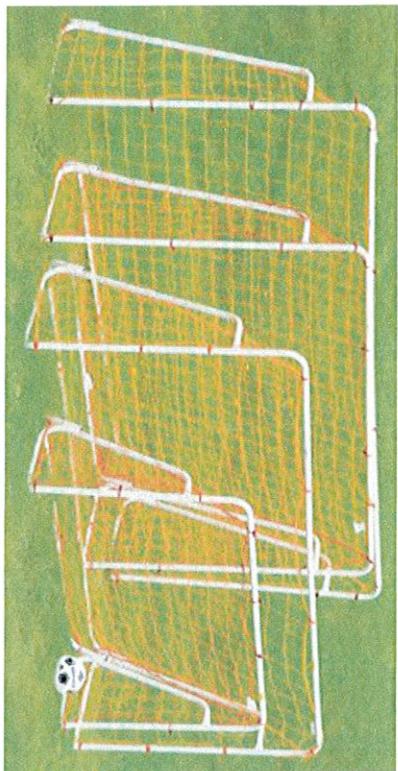
$$2 @ 39.95 = 79.90$$

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Item Selection

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\$329.00

Item Type:

Goal w/ Net

Size:

12'W x 6'H x 2'10"D

Quantity:

1

[+ Add Accessory](#)

Item No. 73-635 / Unit: Ea / Availability: Direct Ship



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[+ Add To Wish List](#)



2 @ 329.00 = 658.00



384 E. Roselawn Avenue • Maplewood, Minnesota 55117
651-771-8494 • FAX: 651-771-3466

August 17, 2015

Lois Knutson
Maplewood City Hall
1830 East County Road B
Maplewood, MN 55109

Dear Ms. Knutson,

Enclosed please find our application for the 2016 Charitable Gambling Tax Funds program.

We have been the fortunate recipients of this grant program in the past. The funds have....and will.... be put to good use for the children and families of our Maplewood community!

Thank you for your consideration!

Sincerely,

A handwritten signature in cursive script that reads "Laurie Sherman".

Laurie Sherman
Principal

City of Maplewood
Application for Charitable Gambling Tax Funds

(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of organization requesting funds: Tubman

Contact Person: Tamara Stark, Director of Youth and Family Services

Contact Phone: (651) 789-7166

Email Address: tstark@tubman.org

Mailing Address: Harriet Tubman Center East

1725 Monastery Way

Maplewood, MN 55109

Type of organization making request *(please select one)*

City County School District # _____ Non-Profit *(Attach proof of IRS 501c3 status)*
 Other (specify) _____

How does your organization serve/impact the citizens of Maplewood?

Tubman is a multi-service agency with over 40 years of experience providing **family crisis and support services**, formed from the merger of Chrysalis, A Center for Women, founded in 1974; Harriet Tubman Center, founded in 1976; Family Violence Network, founded in 1982; and ElderCare Rights Alliance (ECRA), founded in 1972. Built on a history of innovation, creating efficiencies, and building partnerships, Tubman is a trailblazer in best-practice models of mental and chemical health services for women, as well as family violence and elder abuse prevention and intervention. Tubman provides comprehensive services addressing physical, sexual, emotional, verbal and financial violence and exploitation, including 20% of Minnesota emergency shelter beds for women and children experiencing domestic violence. Our programs include family violence shelter and transitional housing, legal services, mental and chemical health counseling, elder abuse services, youth programs and community education. Last year, 54% of Tubman clients lived in the Twin Cities east metro.

In December 2012, Tubman relocated our east metro family violence shelter services to Harriet Tubman Center East (Tubman East) in Maplewood. In 2013, we began providing mental health counseling at Tubman East and opened "Harriet's Closet" which provides professional clothing for Tubman clients and community residents for interviews, work, training, court hearings, and other appointments. Tubman continues to provide legal services, support groups, and other services at Tubman East. We are also expanding onsite services for shelter residents and the east metro community, including access to mental health, law enforcement, other criminal justice systems, attorneys, culturally-specific organizations, and healthcare. Our primary goal for the coming year is to continue to expand shelter and services for young people experiencing violence and exploitation.

Tubman has a long-standing connection with the City of Maplewood and its citizens. The City was an essential partner in securing \$720,000 in state bonds to renovate two additional shelter floors at Tubman East for young victims of violence and exploitation. Renovations were completed in June and the first 10 beds opened in August, 2015. Additional beds will be available as we raise more operating funds. Once fully funded, we will be able to serve 48 more young victims ages 13 to 24 at any one time.

Tubman works with the Maplewood Police Department and City Prosecutor when providing criminal legal advocacy services to victims of domestic violence and provides related training. This year, Tubman became a partner on the Ramsey County Attorney's Joint Domestic Abuse Prosecution Unit, a two-year pilot project partnership with the Ramsey County Attorney's Office, City of White Bear Lake Prosecutor's Office, and City of Maplewood Prosecutor's Office. In this role, Tubman will provide enhanced legal advocacy for victims and increased trainings for law enforcement in Maplewood on a pilot basis. The Maplewood Police Chief serves on Tubman's Board of Directors and is a member of our Legal Think Tank, a collaborative group convened by Tubman to identify criminal justice system issues, plan collaborative solutions, and design a joint suburban Ramsey and Washington County Legal Services Center at Tubman East. Tubman also began a 3-year collaborative project with the Maplewood Police Department and other partners to plan and implement expanded services for youth and young adult victims of violence exploitation in the east metro. Additionally, Tubman provides violence prevention and healthy relationship education to students at middle schools, high schools, and community colleges in the Maplewood area.

14 people who live or work in Maplewood volunteered at Tubman between July 2014 and June 2015. They have contributed more than 1,400 hours over the years: providing legal advice and representation and assisting volunteer attorneys; providing homework help and child care; assisting with activities and holiday programs for families in our shelters; providing pet therapy to our shelter residents; writing grants; and providing resources and support by phone and in person.

80 Maplewood residents attended Tubman's 2015 National Night Out event, which included dinner, family games, visits from the Maplewood Fire and Police Departments, and a youth art gallery. Additionally, youth volunteers attended National Night Out events in Maplewood and Saint Paul, including one event with other 500 attendees, to speak about healthy relationships and violence prevention and spread awareness about Tubman's services.

Tubman staff provide a variety of community education and professional training presentations to individuals living or working in Maplewood. Some examples during the last year include:

- Training District 622 Counselors and Social Workers about domestic violence, healthy relationships, and sex trafficking
- Educating Wells Fargo Foundation Senior Staff about Tubman's services and resources
- Attending the Century College resource fair
- Conducting the Domestic Abuse Services Member training for domestic violence advocates and family law attorneys
- Training our Legal Think Tank on issues related to sexual exploitation and sex trafficking

How many residents of Maplewood does your organization serve/impact?

From July 1, 2014 to June 30, 2015, Tubman impacted over 500 Maplewood residents, with some receiving multiple services:

- 243 women, youth, and children, including 18 Maplewood families, received emergency shelter and a broad range of related supportive services at Tubman East. An additional 7 families from Maplewood received shelter and services at Tubman's Minneapolis site.
- 150 received legal services, including criminal and civil advocacy for victims of domestic violence and legal representation and advice.
- 100 received assistance with financial, housing and job search goals at our Maplewood site, including 74 residents of Tubman East and 26 community residents

- 83 received mental or chemical health counseling services.
- 77 women from Maplewood, including 63 residents at Tubman East and 14 women living in the community, visited our volunteer-run and donation-based “Harriet’s Closet” to receive professional clothing for interviews, training, court, and other appointments.
- 54 families from Maplewood received resources, referrals, advocacy, and support by phone or in person at Tubman East.
- 13 students participated in our 6-week Voices in Prevention curriculum on violence prevention and healthy relationships.
- 11 participated in support groups for adults, youth, and children.
- 2 teens participated in our Movement for Violence Prevention training. They impacted 20 peers and community members through events, social networking, and discussions on violence prevention and healthy relationships.

Request Information

Amount of Request: \$1,200

In detail, explain how the funds requested will be utilized.

Tubman requests funds to support 2016 National Night Out activities and build community awareness of how to prevent family and dating violence. Tubman plans to co-host a community block party or National Night Out event with CommonBond and the Sisters of St. Benedict at Harriet Tubman Center East in Maplewood. This event will be for residents of our family violence shelter, all of whom are homeless and living below the poverty line, and residents of CommonBond’s adjacent affordable housing and senior housing. We will also reach out to other families in the neighborhood and invite them to participate. We want everyone to feel comfortable participating in this community event even if they do not have funds to bring something to share. In addition to this event at Tubman East, we will provide brochures, flyers and small tangible items with information on violence prevention and promoting healthy relationships for other National Night Out events and community block parties across Maplewood. Tubman will also provide speakers on violence prevention and healthy relationships for 5 other events—either young people trained through Tubman’s Movement for Violence Prevention or Tubman staff. We want Maplewood residents to know how to get help, how to give help, and how to help their neighbor.

Our total budget is below. We will work with interns and volunteers to coordinate these activities. Tubman is requesting \$1,200 from Maplewood and will cover remaining costs by seeking in-kind donations, particularly for items such as raffle prizes, small items for participants, and supplies.

Description	Cost
Food, soft drinks, and paper products @ \$4/person for 150	600
Supplies for art projects and games	150
Raffle prizes (10 @ \$10) and small items for participants (150 @ \$.50)	175
Brochures and flyers on safety planning and violence prevention and outreach materials – 800 brochures @ \$.15 and 1,500 flyers @ \$.06	210
Small items for adults and children promoting violence prevention and healthy relationships – 1,500 @ \$.20	300
Speakers – 5 @ \$50	250
Total	1,685

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award?

Yes No

How would a partial award be utilized?

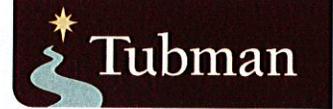
If Tubman received a partial award, we would use funds first to purchase food, provide a smaller number of brochures and flyers, and provide fewer speakers.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

	Chief Executive Officer	September 1, 2015
Signature	Title	Date

Jennifer J. Polzin
Print Name

The information submitted on this application is public information under the Data Practice Act.



tubman.org
612.825.3333

September 1, 2015

Melinda Coleman, City Manager
Maplewood City Hall
1830 East County Road B
Maplewood, MN 55109

Tubman West
3111 First Ave. S.
Minneapolis, MN
55408

Tubman East
1725 Monastery Way
Maplewood, MN
55109

Chrysalis
4432 Chicago Ave. S.
Minneapolis, MN
55407

Dear Ms. Coleman,

On behalf of the families in crisis and victims of violence and exploitation we serve, I thank you and the City of Maplewood for your long-standing commitment to our organization. Your support and partnership are truly appreciated!

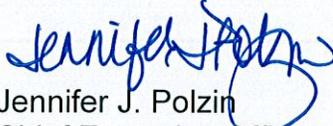
Tubman respectfully requests \$1,200 to support 2016 National Night Out activities and build community awareness of how to prevent family and dating violence. Tubman plans to co-host a community block party or National Night Out event with CommonBond and the Sisters of St. Benedict at Harriet Tubman Center East in Maplewood. In addition, we will provide brochures, flyers and speakers on violence prevention and promoting healthy relationships for other National Night Out events and community block parties across Maplewood.

We highly value our longstanding connection with the City of Maplewood and its residents, including working with the Maplewood Police Department and City Prosecutor when providing criminal advocacy services to victims of domestic violence and providing violence prevention education in area schools.

The enclosed application describes our project and how it will benefit residents of Maplewood. Thank you for all the many ways Maplewood supports Tubman. If you have any questions, please contact me directly or Tamara Stark at tstark@tubman.org or 651-789-7166.

Thank you for considering our request. We look forward to hearing from you soon.

Sincerely,


Jennifer J. Polzin
Chief Executive Officer

Board of Directors

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City of Maplewood
Application for Charitable Gambling Tax Funds
(Please type or print neatly – All applicants must use this application format)

Applicant Information

Name of organization requesting funds: Weaver Elementary
Contact Person: Sharon Mott Contact Phone: (651) 748-7016
Email Address: smott@isd622.org
Mailing Address: 2135 Birmingham St.
Maplewood, MN 55109

Type of organization making request (please select one)

- City County School District # 622 Non-Profit (Attach proof of IRS 501c3 status)
 Other (Specify) _____

How does your organization serve/impact the citizens of Maplewood?

Weaver Elementary serves 520+ students.

How many residents of Maplewood does your organization serve/impact?(Give an estimated #)

Unknown - roughly 95% of students from Maplewood - also impact on community.

Request Information

Amount of Request: \$ 5,000.⁰⁰

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

Funds would be used 100% toward 5th grade transportation to science/environmental field trip (October 2016). This camp supplements & supports 5th grade science curriculum, builds teamwork & offers students learning opportunities not available in the classroom.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

Any funds received go toward total transportation fundraising goal of \$7,000.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one-time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Sharon A. Mott Volunteer Coordinator 7/27/15
Signature Title Date
Sharon Mott
Print Name

The information submitted on this application is public information under the Data Practice Act.

In detail, explain how the funds requested will be utilized:

Webster School is made up of over 410 students, approximately 75% of whom are eligible for free and/or reduced lunch. We have partnered with local organizations over the last couple of years in order to better meet the diverse needs of our students and families.

We are looking to use the \$2,500 requested in two ways: (1) to continue to support our weekend food backpack program and (2) to expand our after school program offerings.

1. We have partnered with a local church and, more recently, with Hill Murray to provide backpacks filled with food for students to take home on Fridays so that they have enough to eat over the weekend and long breaks. Your organization graciously donated to this cause last year and we were able to provide food for even more families. We are asking for an additional \$1,000 this year to continue our program. The dollars are used exclusively to purchase food to supplement the donations we receive from Hill Murray. The school social worker will continue to be responsible for identifying the students in need.
2. We would like to expand some of the after school offerings for our students, including providing more performing arts type of programs. The \$1,500 we are asking for will be used to purchase materials, pay for the instructors, etc., for these additional programs. Some examples might be a dance class, Zumba for kids, a musical theater production, etc.



School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

September 16, 2015

Lois Knutson
Maplewood City Hall
830 East County Road B
Maplewood, MN 55109

Dear Ms. Knutson,

Enclosed is LC Webster Elementary School's application for the 2016 Charitable Gambling Tax Funds Program. We greatly appreciate the City's consideration of this request.

Your partnership with us in the past has allowed us to serve our students and families with programs such as last year's backpack program, which has really been appreciated.

Thank you so much!

Lori Smoyer
Office Coordinator
LC Webster Elementary School
2170 E 7th Ave
North Saint Paul, MN 55109
Phone: 651-748-7101
Fax: 651-748-7191

City of Maplewood Application for Charitable Gambling Tax Funds

Applicant Information

Name of organization requesting funds: White Bear Area YMCA

Contact Person: Kate Whitby **Contact Phone:** 651-773-2659

Email Address: kate.whitby@ymcatwincities.org

Mailing Address: 2100 Orchard Ln, White Bear Lake, MN 55100

Type of organization making request: Non-profit

How does your organization serve/impact the citizens of Maplewood?

The White Bear Area YMCA serves citizens of the City of Maplewood through during-school and out-of-school-time youth development programs. During the 2015 to 2016 school year, these programs will serve over 250 young people ages five to eighteen through a continuum of opportunities. The programs take place within schools of District 622, which serves North Saint Paul, Maplewood and Oakdale. Currently, the YMCA delivers programs at L.C. Webster Elementary, John Glenn Middle School, Maplewood Middle School and North High School. The YMCA offers a variety of educational and enrichment program models through both school-based and community-based program delivery.

The Maple Pond Program is another core YMCA program that takes place in the City of Maplewood at the Maple Pond Homes apartment complex, a Section-8 property of MGB Property Management. For over ten years, the YMCA has provided high quality afterschool and summer activities for low-income youth residents of Maple Pond Homes. Through the partnership with MGB Property Management, the YMCA receives in-kind resources including meeting space, participant referrals and staff time for coordination. The Maple Pond Program takes place five days per week. During the school year, the YMCA staff team meets the students at their elementary school and then walks with them to Maple Pond Homes. Upon arrival, the students receive a healthy snack, academic support and enrichment activities. The YMCA creates a safe and supportive environment where students, who would otherwise be unsupervised during the critical afterschool hours, become more engaged in their community so that they will grow and thrive.

The school partnership with L.C. Webster Elementary School began two years ago to strengthen to program activities at Maple Pond Homes. The YMCA partners with the District 622 Department to academic, emotional, and behavioral support. YMCA youth workers provide wrap-around support for academic achievement beginning with a morning walk to school at 7:30am. The YMCA staff members ensure that the students are prepared for school with their backpacks, homework and school supplies including on-time arrival for breakfast through the free and reduced school lunch program. During the school-day, YMCA youth workers a variety of onsite activities. These same youth workers lead afterschool activities and then walk the students back to the apartment complex finishing the day with about three hours of activities at Maple Pond Homes.

The Teen Outreach Program (TOP) is a research-based and evidence-based model that focuses on teen pregnancy prevention. It is administered through partnerships with Minnesota Teenwise and the Minnesota Department of Health through a grant from Ramsey County. For the upcoming school year, the program sites will include John Glenn Middle School and Harmony Learning Center.

The YMCA's Promise Fellow AmeriCorps member, in partnership with the Minnesota Alliance with Youth, prevents school drop-out and strengthens connection to learning through key intervention strategies. The Promise Fellow works with as many as 60 students of John Glenn Middle School, Maplewood Middle School and North High School. Intervention strategies are identified for each student to improve academic performance, school attendance and behavior. The majority of these students live in Maple Pond Homes.

Finally, the YMCA provides Teen Leadership Development at Maple Pond Homes to further engage young people and enhance the work of the Promise Fellow. Activities for the middle and high school students include homework help, tutoring, teambuilding and youth-led projects and service learning. The older youth also serve as mentors for the younger Kindergarten through fifth grade students of the Maple Pond Program.

How many residents of Maplewood does your organization serve/impact?(Give an estimated #)

During the 201-2015 school year, the White Bear Area YMCA engaged over 300 young people and their families living in Maplewood through school-based and after-school youth development programs. Of these, 160 students were engaged through partnerships with District 622 Targeted Services, 80 through the Teen Outreach Program (TOP), 30 through the AmeriCorps Promise Fellow project and 30 through the Maple Pond Program.

Amount of Request: \$5,000

In detail, explain how the funds requested will be utilized (be specific & attach additional pages if necessary):

The YMCA will use grant funds from the City of Maplewood for two primary purposes to 1) enhance the academic curriculum and 2) increase exposure to educational opportunities through field trips.

Healthy snacks are provided on a daily basis at the Maple Pond Program to ensure that basic needs are met. Many of the youth in this program receive free breakfast and lunch at school but do not have any meals after returning home at night.

Grant funds will also support supplies and curriculum needed for quality program delivery, including art supplies, math and reading curriculum books, and other educational toys. Funding will also assist with transportation and admission fees to attend educational and enrichment field trips.

Often, applicants are not awarded the full amount requested; can your organization utilize a partial award? Yes No How would a partial award be utilized?

A partial grant award will contribute toward the overall fundraising goals of the White Bear Area YMCA supporting the Maplewood community. The grant funds will be allocated proportionally to promote healthy eating practices, enhance academic support activities and engage youth in educational field trips.

2015 Charitable Gambling Funds Score Sheet

Organization	Amount Requested	NS	KJ	RC	MK	MA	Proposed Award
Ashland Productions	\$2,500.00	\$300	\$1,000	\$500	\$0	\$2,000	\$760
Boy Scout Troop 461	\$400.00	\$400	\$200	\$500	\$400	\$400	\$380
CHILD Inc	\$1,000.00	\$300	\$500	\$300	\$0	\$500	\$320
Dispute Resolution Center	\$2,000.00	\$600	\$1,500	\$1,300	\$1,000	\$2,000	\$1,280
District 622 Education Foundation	\$2,500.00	\$1,350	\$1,800	\$1,100	\$2,000	\$2,500	\$1,750
Ecumen Lakeview Commons	\$950.00	\$300	\$500	\$250	\$500	\$0	\$310
Friends of Maplewood Nature	\$3,000.00	\$1,500	\$3,000	\$1,500	\$2,000	\$3,000	\$2,200
Gethsemane Lutheran School	\$2,500.00	\$1,000	\$1,200	\$1,000	\$0	\$0	\$640
Hmong American Education Fund	\$2,900.00	\$1,900	\$0	\$1,300	\$2,000	\$2,000	\$1,440
LENA Youth Connect, Inc.	\$1,000.00	\$1,000	\$500	\$250	\$0	\$500	\$450
Maple Tree Monastery Childcare Center	\$782.50	\$500	\$250	\$350	\$0	\$0	\$220
Maplewood Area Historical Society	\$6,150.00	\$2,000	\$3,300	\$5,000	\$5,000	\$5,000	\$4,060
Maplewood Monarchs S.O. Team	\$2,000.00	\$600	\$1,000	\$700	\$1,000	\$500	\$760
Maplewood Police Reserves	\$5,000.00	\$3,050	\$4,300	\$5,000	\$2,900	\$4,000	\$3,850
Maplewood Youth Scholarship Fund	\$3,500.00	\$2,900	\$2,600	\$1,500	\$1,000	\$3,000	\$2,200
Mounds Park Academy	\$10,000.00	\$500	\$0	\$1,200	\$1,000	\$0	\$540
Ramsey County Fair	\$3,500.00	\$3,500	\$2,000	\$2,500	\$3,500	\$1,400	\$2,580
SRAA (Senior Royalty Alumni Assoc.)	\$4,000.00	\$500	\$0	\$600	\$1,000	\$0	\$420
St. Jerome's Catholic School	\$825.00	\$600	\$600	\$1,000	\$500	\$0	\$540
St. Paul Educational Foundation	\$4,000.00	\$500	\$1,000	\$500	\$2,000	\$0	\$800
Tubman Family Alliance	\$1,200.00	\$1,200	\$1,100	\$600	\$1,200	\$1,200	\$1,060
Weaver Elementary School	\$3,000.00	\$1,500	\$1,250	\$1,000	\$1,000	\$1,000	\$1,150
Webster Elementary School	\$1,500.00	\$1,500	\$900	\$700	\$1,000	\$500	\$920
White Bear Area YMCA	\$3,000.00	\$2,500	\$1,500	\$1,350	\$1,000	\$500	\$1,370
TOTAL AMOUNT OF REQUESTS	\$67,208	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000

An estimated \$30,000 revenue is available from proceeds of the 10% Charitable Gambling Tax. Any reduction in available funds will result in a proportional reduction of the award amount.

2014 Charitable Gambling Funds Score Sheet

Organization	Amount Requested	WR	KJ	RC	MK	BC	Proposed Award
American Red Cross - TC Area Chapter	\$2,000.00	\$0	\$0	\$0	\$0	\$400	\$0*
Boy Scout Troop 461	\$1,000.00	\$500	\$300	\$1,000	\$1,000	\$350	\$630
Boy Scout Troup 197	\$2,000.00	\$1,000	\$500	\$1,000	\$2,000	\$900	\$1,080
CHILD Inc	\$200.00	\$0	\$0	\$200	\$0	\$200	\$80
Dispute Resolution Center	\$2,000.00	\$1,000	\$1,800	\$1,000	\$0	\$900	\$940
District 622 Education Foundation	\$2,500.00	\$1,000	\$1,800	\$0	\$2,500	\$1,250	\$1,310
District 622 Fusion Drumline	\$2,700.00	\$0	\$0	\$0	\$0	\$1,000	\$0*
Gethsemane Lutheran School	\$10,000.00	\$0	\$900	\$1,000	\$0	\$2,250	\$830
Hmong American Education Fund	\$4,490.00	\$1,000	\$500	\$3,000	\$2,000	\$1,500	\$1,600
Maple Tree Monastery Childcare Center	\$762.50	\$0	\$0	\$0	\$0	\$500	\$0*
Maplewood Area Historical Society	\$19,547.00	\$5,400	\$7,000	\$3,000	\$19,547	\$4,500	\$7,889
Maplewood Fire Fighters Flower Fund	\$900.00	\$450	\$400	\$0	\$0	\$400	\$250
Maplewood Monarchs S.O. Team	\$3,000.00	\$1,500	\$1,000	\$3,000	\$0	\$1,500	\$1,400
Maplewood Police Explorers	\$5,000.00	\$3,500	\$1,800	\$3,000	\$2,000	\$1,800	\$2,420
Maplewood Police Reserves	\$5,000.00	\$3,500	\$5,000	\$3,000	\$0	\$1,800	\$2,660
Maplewood Youth Scholarship Fund	\$3,500.00	\$2,000	\$1,000	\$3,000	\$1,400	\$1,500	\$1,780
Ramsey County Fair	\$3,500.00	\$2,500	\$1,500	\$2,800	\$3,500	\$1,500	\$2,360
Second Chance Animal Rescue	\$800.00	\$0	\$400	\$0	\$0	\$400	\$160
Simon Youth Foundation - Maplewood Mall	\$300.00	\$150	\$0	\$0	\$0	\$100	\$50
St. Jerome's Catholic School	\$3,457.00	\$0	\$900	\$1,000	\$0	\$1,000	\$580
St. Mary's Health Clinics	\$15,000.00	\$5,000	\$2,000	\$3,000	\$0	\$5,000	\$3,000
The Salvation Army	\$3,000.00	\$1,500	\$1,400	\$0	\$0	\$500	\$680
Tubman Family Alliance	\$1,500.00	\$500	\$750	\$0	\$0	\$500	\$350
Webster Elementary School	\$3,800.00	\$0	\$1,900	\$0	\$0	\$1,000	\$580
White Bear Area YMCA	\$3,000.00	\$1,500	\$800	\$3,000	\$0	\$1,250	\$1,310
Fund Reserves		\$0	\$350	\$0	-\$1,947	\$0	\$61
TOTAL AMOUNT OF REQUESTS	\$98,957	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000

An estimated \$32,000 is available revenue from proceeds of the 10% Charitable Gambling Tax. Any reduction in available funds will result in a proportional reduction of the award amount.

* Removed from consideration due to past practice of zeroing out any applicant that gets a zero allocation from four or more members of the City Council.

2013 Charitable Gambling Funds Score Sheet

Organization	Amount Requested	WR	KJ	JL	MK	BC	Proposed Award
180 Degrees, Inc.	\$5,000.00	\$0	\$1,000	\$0	\$0	\$0	0*
Ashland Productions	\$1,500.00	\$1,000	\$500	\$0	\$0	\$0	\$300
Boy Scout Troop 461	\$3,000.00	\$1,000	\$0	\$0	\$3,000	\$1,000	\$1,000
CHILD Inc.	\$200.00	\$0	\$200	\$0	\$0	\$200	\$80
Dispute Resolution Center	\$2,000.00	\$100	\$1,000	\$0	\$0	\$300	\$280
District 622 Education Foundation	\$5,000.00	\$1,000	\$2,000	\$5,000	\$1,000	\$1,000	\$2,000
District 622 Fusion Drumline	\$1,600.00	\$0	\$0	\$1,600	\$0	\$1,000	\$520
Friends of Maplewood Nature	\$2,050.00	\$1,500	\$1,000	\$0	\$1,000	\$1,000	\$900
Friends of Ramsey County Libraries	\$2,500.00	\$2,000	\$1,500	\$0	\$0	\$2,500	\$1,200
Hmong American Education Fund	\$5,090.00	\$1,300	\$1,000	\$5,090	\$0	\$1,000	\$1,678
Maple Tree Monastery Childcare Center	\$1,600.00	\$400	\$500	\$0	\$0	\$1,600	\$500
Maplewood AARP TaxAides	\$1,500.00	\$1,200	\$500	\$0	\$0	\$500	\$440
Maplewood Area Historical Society	\$18,360.00	\$4,700	\$3,600	\$0	\$18,360	\$4,000	\$6,132
Maplewood Fire Fighters Flower Fund	\$1,000.00	\$500	\$500	\$0	\$0	\$600	\$320
Maplewood Police Explorers	\$8,000.00	\$2,500	\$2,200	\$5,000	\$3,000	\$2,000	\$2,940
Maplewood Police Reserves	\$5,000.00	\$4,000	\$4,000	\$0	\$0	\$5,000	\$2,600
Maplewood Youth Scholarship Fund	\$3,500.00	\$2,000	\$2,000	\$3,500	\$0	\$0	\$1,500
Mothers And More, Twin Cities East #299	\$700.00	\$300	\$300	\$700	\$0	\$300	\$320
Northern Lights Service Unit, Girl Scouts	\$3,500.00	\$1,000	\$0	\$0	\$0	\$1,000	\$400
Ramsey County Fair	\$3,500.00	\$3,000	\$1,500	\$0	\$3,500	\$3,500	\$2,300
Second Chance Animal Rescue	\$1,000.00	\$0	\$500	\$1,000	\$0	\$0	\$300
Simon Youth Foundation - Maplewood Mall	\$600.00	\$0	\$0	\$600	\$0	\$300	\$180
St. Jerome School	\$1,400.00	\$0	\$700	\$1,400	\$0	\$1,000	\$620
The Salvation Army	\$3,000.00	\$1,500	\$2,000	\$3,000	\$0	\$1,000	\$1,500
Tubman Family Alliance	\$2,000.00	\$1,000	\$1,000	\$0	\$0	\$0	\$400
Venture Crew 613	\$1,060.00	\$0	\$0	\$0	\$0	\$500	0*
Walker at Hazel Ridge Senior Community	\$5,000.00	\$0	\$1,000	\$0	\$0	\$0	0*
Weaver Elementary PTA	\$1,000.00	\$0	\$500	\$1,000	\$0	\$700	\$440
Fund Reserves		\$0	\$1,000	\$2,110	\$140	\$0	\$1,150
TOTAL AMOUNT OF REQUESTS	\$89,660	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000

An estimated \$30,000 is available revenue from proceeds of the 10% Charitable Gambling Tax. Any reduction in available funds will result in a proportional reduction of the award amount.

* Removed from consideration due to past practice of zeroing out any applicant that gets a zero allocation from four or more members of the City Council.

2016 Charitable Gambling Funds Score Sheet

Organization	Amount Requested	NS	KJ	RC	MIK	MA	Proposed Award
Ashland Productions	\$3,000.00						
Boy Scouts of America Pack 9471	\$2,500.00						
Canver Elementary PTO	\$5,000.00						
CHILD Inc	\$1,200.00						
Dispute Resolution Center	\$3,000.00						
District 622 Education Foundation	\$2,500.00						
Ecumen Lakeview Commons	\$350.00						
Erickson Merkel Foundation	\$1,000.00						
Friends of Maplewood Nature	\$2,800.00						
Fusion Drumline Parent Booster Organization	\$1,900.00						
Hmong American Education Fund	\$3,500.00						
ISD 622 Northern Lights Show Choir	\$6,000.00						
LENA Youth Connect, Inc.	\$1,000.00						
Maple Tree Monastery Childcare Center	\$1,430.00						
Maplewood Area Historical Society	\$7,065.00						
Maplewood Monarchs S.O. Team	\$3,500.00						
Maplewood Police Reserves	\$5,000.00						
Maplewood Youth Scholarship Fund	\$3,500.00						
Minnesota Krampus	\$2,000.00						
North High School Robotics Team	\$5,000.00						
Ramsey County Care Center	\$1,550.00						
Ramsey County Fair	\$3,800.00						
St. Jerome Catholic School	\$1,457.88						
Tubman Family Alliance	\$1,200.00						
Weaver Elementary School	\$5,000.00						
Webster Elementary School	\$2,500.00						
White Bear Area YMCA	\$5,000.00						
	\$81,752.88						

An estimated **\$30,000** is available revenue from proceeds of the 10% Charitable Gambling Tax. Any reduction in available funds will result in a proportional reduction of the award amount.

<u>NAME</u>	<u>ADDRESS</u>	<u>ORGANIZATION</u>
BOB JENSEN	1808 BURR ST., MAPLEWOOD	MAPLEWOOD AREA HISTORICAL SOCIETY
JAL FOX	1821 MYRTLE ST.	Ramsey County Fair
PAUL JUGEIS	1475 ELDRIDGE AVE E, MAPLEWOOD	Erickson Market Foundation
SUBKINA BAUMGARTNER	1725 MONASTERY WAY, MAPLEWOOD	Subman
NOCK HURLEY (JEANINE BRANNON)	2427 WALTER ST MAPLEWOOD MN	ISPEL Fusion Drumline
AMBER WEITALLA	2100 ORCHARD LANE WBL MN 55110	White Bear Lake Y.M.C.A.
COLLEEN MONAHAN	2320 Southeast Ave MAPLEWOOD, MN 55119	Carver PTO
CARMEN SNAZA	1451 PRICE AVE MAPLEWOOD, MN 55109	Weaver elementary
CATHY SEIFORD	2020 Keller Place Mpls 55109	North High Robotics
ISABEL DICKEY	6140 UPPER 46TH ST N	North high Northern lights Snow choir
SUZANNE MADISON	2086 BAN ST Maplewood 55117	LEWIS Youth Council

ORIGINAL

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the City of Maplewood (hereafter "City"), Metro Supervisory Group (hereafter "Association") and Larry Farr (hereafter "Farr").

RECITALS

1. The City and the Association are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act, and Farr was a member of the bargaining unit represented by the Association.
2. Farr was terminated by the City of Maplewood in June 2014 and the Association filed a grievance on behalf of Farr and appealed the grievance to arbitration.
3. Farr has asserted civil claims against the City.
4. The parties wish to resolve all potential issues and disputes through this Agreement in the interest of avoiding any potential arbitration, litigation and administrative proceeding costs and expenses which may arise out of Farr' employment with the City and his separation from employment with the City.

AGREEMENT

1. Consideration. In full settlement of all claims and potential claims, as set forth in the Release and Waiver of All Claims provision of this Agreement, arising out of and related to Farr' employment and separation from employment, the City shall pay and Farr shall accept the following:
 - a. The City shall pay and Farr shall accept a lump sum payment of \$83,200 which is the equivalent of one year's salary for Farr. This payment shall be subject to state and federal withholding and the payment of social security and Medicare taxes by both the City and Farr. This lump sum payment is not salary for PERA contribution purposes. This payment shall be made after the expiration of the rescission period as outlined in the Release and Waiver of All Claims provision of this Agreement.
 - b. The City shall pay and Farr shall accept a lump sum payment of \$24,900 which is the equivalent of the value of one year of benefits for Farr. This payment shall be subject to state and federal withholding and the payment of social security and Medicare taxes by both the City and Farr. This lump sum payment is not salary for PERA contribution purposes. This payment shall be made after the expiration of the rescission period as outlined in the Release and Waiver of All Claims provision of this Agreement.
 - c. Farr will submit a written irrevocable resignation notice to the City with a resignation date effective June 6, 2014. Said notice shall state, "I hereby irrevocably resign my employment with the City effective June 6, 2014." The

City will remove all documents from Farr's personnel file related to his termination and shall replace said documents with his written resignation notice.

2. The City shall issue a check payable to the "Fowler Ditsch Law Firm" in the amount of \$10,000. This payment shall be made after the expiration of the rescission period as outlined in the Release and Waiver of All Claims provision of this Agreement concurrent with the timing of the payments in paragraph 1.a-b.

3. Waiver of Grievance. The Association and Farr hereby withdraw and dismiss with prejudice any existing grievances under the grievance procedure of the collective bargaining agreement and waive with prejudice the right to file any grievances regarding all matters relating to Farr which are governed by the collective bargaining agreement.

4. Release and Waiver of All Claims.

a. Definitions. All words used in this Release and Waiver of All Claims are intended to have their plain meaning in ordinary English. Specific terms used in this release have the following meanings:

1. "City" as used in this Release and Waiver of All Claims, will at all times mean the City of Maplewood and the present and former City Council members, elected officials, employees, agents, counsel, assigns, insurers, predecessors, or successors of any of them, in both their individual and official capacities.
2. "Farr" as used in this Release and Waiver of All Claims, means Larry Farr, or anyone who has or obtains any legal rights or claims through him, including without limitation, assigns, successors, representatives, executors, and heirs.
3. "Employee's Claims" as used in this Release and Waiver of All Claims, means any rights Farr has now or hereinafter to any relief of any kind from the City whether or not Farr knows now about those rights, arising out of or related to his employment with the City and his separation from employment including, without limitation, the following:
 - (a) Claims for breach of contract, fraud or misrepresentation, deceit, assault and battery, defamation, all forms of unlawful discrimination and/or harassment, negligence, intentional or negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, reprisal, unfair labor practices, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, wrongful termination of employment, retaliation, status as a whistleblower, whistleblower, breach of public policy, vicarious liability, invasion of privacy, interference with contractual or business relationships, reprisal; and

- (b) Claims for violation of the Constitution of the United States, the Constitution of the State of Minnesota, the Americans with Disabilities Act (“ADA”), the Rehabilitation Act of 1973, the ADA Amendments Act (“ADAA”), the Federal Fair Employment Practices Act, Title VII of the federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act (“ADEA”), the Equal Pay Act (“EPA”), the Lilly Ledbetter Fair Pay Act of 2009, the Fair Labor Standards Act (“FLSA”), the Family and Medical Leave Act (“FMLA”), the Minnesota Human Rights Act, the Minnesota Veterans Preference Act, the Workers’ Compensation Wrongful Discharge statute, Minn. Stat. § 176.82, Minnesota Whistleblower statute, Minn. Stat. § 181.932, or other federal, state or local civil rights laws prohibiting discrimination, and any other claims for unlawful employment practices; and
- (c) Claims for alleged injuries or damages or compensation for bodily injury, personal injury, wage loss benefits, reinstatement, medical expenses, emotional distress, fines, penalties, exemplary and punitive damages, attorney’s fees, costs and expenses, interest, and claims of injunctive relief.

- b. Farr’s Agreement to Release Claims Against the City. In exchange for the promises of the City contained in this Agreement and the payments of the City and other valuable consideration as set forth in paragraphs 1 a.-c. of this Agreement, Farr releases all of Employee’s Claims against the City that he now has, whether or not he knows about them. Farr agrees that the City does not owe him anything in addition to the promises of the City contained in this Agreement. The Agreement satisfies all claims and obligations between Farr and the City; including any and all obligations that arise out of or relate to Farr’s employment or his separation. Farr has no claim to any compensation, benefits, or payments of any nature except explicitly stated in this Agreement.

Farr will not bring any lawsuits, commence any proceeding relating to any claim, file any charges or complaints or make any other demands against the City based upon Employee’s Claims except as permitted by law, and if the law permits Farr to commence such a proceeding, Farr agrees that he may not seek or recover any monetary damages or other relief as a result of any such proceeding.

Farr fully and completely releases, waives, and forever discharges and promises not to sue, or make any other demands against the City related to any and all manner of claims, demands, actions, causes of action, administrative claims, promises, agreements, contracts, rights, liability, damages, claims for attorneys’ fees, costs, and disbursements, or demands of any kind, including but not limited to, all claims arising in tort or contract, or any other federal, state, and local laws, statutes, ordinances, regulations or orders or any other claims in any manner relating to Farr’s employment with and separation from the City arising in law or

equity, whether known, suspected, or unknown, and however originating or existing which Farr now has, or which Farr at any time heretofore had or had a claim to have, against the City to the date of execution of this Release.

If in the future Farr asserts any claim released herein, such claim shall be dismissed with prejudice, and reasonable costs and attorneys' fees shall be awarded to the City in the amount determined by a court of competent jurisdiction.

- c. Consideration Period. Farr understands that he has twenty-one (21) calendar days from the date he receives the Agreement, not counting the day upon which he receives it, to consider whether or not he wishes to sign the document and release his claims as set forth above. Farr agrees that changes to the Agreement, whether material or immaterial, will not restart the twenty-one (21) calendar day acceptance period. Farr acknowledges that if he signs the Release before the end of the twenty-one (21) day period, it is because he has decided that he has already had sufficient time to decide whether to release all of his claims.
- d. Right to Rescind. Farr has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Age Discrimination in Employment Act by informing the City of his intent to revoke this Agreement within seven (7) calendar days following Farr's execution of it.

Farr likewise has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Minnesota Human Rights Act by written notice to the City within fifteen (15) calendar days following Farr's execution of this Agreement.

The seven (7) calendar day rescission period and the fifteen (15) calendar day rescission period shall run concurrently and not consecutively. To be effective, any such rescission must be in writing and hand-delivered to the City or, if sent by mail, it must be (1) postmarked within the fifteen (15) calendar day period; (2) properly addressed to Mike Funk, Assistant City Manager/Director of Human Resources, City of Maplewood, 1830 County Road B East, Maplewood, Minnesota 55109; and (3) sent by certified mail, return receipt requested. It is understood that the City shall have no obligation whatsoever under the Agreement in the event of such rescission by Farr, and the Agreement shall not become effective or enforceable until this rescission period has expired.

Farr agrees that if he exercises any right of rescission, the City may at its option either nullify this Agreement in its entirety or keep it in effect as to all claims not rescinded in accordance with the rescission provisions of this Agreement. In the event the City opts to nullify the entire Agreement, neither Farr nor the City will have any rights or obligations whatsoever under this Agreement, with the exception that Farr will be obligated to repay the City for any amounts paid by the City pursuant to this Agreement. Any rescission, however, does not affect Farr's separation from employment.

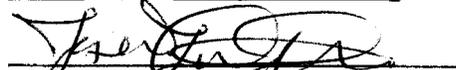
5. Entire Agreement. This Agreement contains the entire agreement between the parties. The parties agree that there were no inducements or representations leading to the execution of this Agreement between the parties other than those contained in this Agreement.
6. Non-Admission. Nothing in this Agreement is intended to be, nor will it be deemed to be, an admission of liability by the City that it has violated any contract, policy, state, federal or local statute or ordinance, administrative regulation or principle of common law, or that it has engaged in any wrongdoing whatsoever.
7. Non-Precedent. This Agreement shall not constitute a precedent with respect to any other claim, grievance, or dispute arising under the collective bargaining agreement between the City and the Association, and shall not be referred to or used as evidence in any other grievance matter.
8. Voluntary and Knowing Action. Farr represents and agrees that (a) he has had the opportunity to be represented by his Association and/or legal counsel; (b) he has read this Agreement and fully understands the terms and conditions contained herein; (c) he relies solely upon his own judgment regarding the proper, complete and agreed upon consideration for, and language of, this Agreement; (d) he has not been influenced to sign this Agreement by any statements or representations of the City or agents or attorneys not contained in this Agreement; and (e) he enters into this Agreement knowingly and voluntarily.
9. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota.
10. Counterparts. This Agreement may be signed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

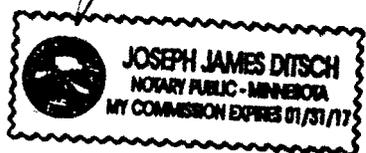
Dated: Sept. 9, 2015


Larry Farr

Subscribed and sworn to before me this

9th day of September, 2015.


Notary Public



Dated: 9/30/15

METRO SUPERVISORY GROUP

Andrea Lindt

Chris Evans

Dated: 9/28/15

CITY OF MAPLEWOOD

Melinda Coley

Nora Saul

As of June 6, 2014 I Jay Farr
Larry Farr I hereby irrevocably
resign my employment with the
City of Maplewood effective
June 6, 2014.

Jay Farr

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, Director of Public Works/City Engineer
Steve Lukin, Fire Chief

DATE: September 8, 2015

SUBJECT: Consider Approval of Resolution Receiving Bids and Awarding Contract for Bid Package 5C (Classroom Building), East Metro Public Safety Training Center, City Project 09-09

Introduction

The City Council will consider approving a professional services contract with Terra General Contracting (Terra) to complete the classroom building. Terra submitted the low bid out of a total of 6 bidders.

Background/Discussion

The project feasibility study was accepted by the council on May 14, 2012. Construction of utility extensions to the site (Bid Package 1) and soil correction work/mass grading (Bid Package 2) began in late 2012 and continued into 2013. After rebidding a scaled back version of the burn building and tower structure due to escalated construction costs, the burn building and tower construction contract (Bid Package 5) was awarded in August 2013. Substantial completion for Bid Package 5 was achieved on July 1, 2014, and the most recent addition to the training tower (commercial wing) was completed in May 2015.

This final construction contract will be to construct the classroom training building, a 2,100 square foot building with a classroom, restrooms and showers and two small offices. All utilities are currently available near the location of the building. The Engineer/Architect's estimate for Bid Package 5C was \$350,000.00. The low bid from Terra is \$318,700.00. A total of 6 valid bids were received and read aloud at 2:00 p.m. on September 3rd, 2015 at City Hall.

<u>Bidder</u>	<u>Amount</u>
Black & Dew, LLC	\$444,000.00
Versacon, Inc.	\$399,900.00
Ebert Inc.	\$384,200.00
Tarraf Construction, Inc.	\$383,000.00
Erickson Builders & Co. Inc.	\$344,250.00
Terra General Contractors, LLC	\$318,700.00

The city's consultant has researched the credentials of Terra and recommends the contract be issued as they have the ability and means to successfully deliver this project. Terra was also the contractor for the most recent work on the training tower commercial wing addition under Bid Package 5B.

This work is scheduled to begin in late September and be completed by the end of 2015.

Budget Impact

The overall project budget is currently \$6,193,901.64 as approved by council on August 11, 2014, which includes a planned assessment against the property (paid by members of the Joint Powers Agreement) in the amount of \$175,000.00. This assessment amount is proposed to increase by between \$135,000.00 and \$240,000 to a new amount of between \$310,000.00 and \$415,000. The final amount will be based on the total indirect costs associated with constructing the classroom. The Fire Chief is confident that there will be sufficient revenues from participating entities to cover the additional construction costs and operating costs.

Recommendation

It is recommended that the council award the construction contract to Terra General Contracting, LLC for the East Metro Public Safety Training Center, Bid Package 5C – Classroom Building, City Project 09-09.

Attachments

1) Resolution

**RESOLUTION
RECEIVING BIDS AND AWARDED CONTRACT**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Terra General Contractors, LLC in the amount of \$318,700.00, is the lowest responsible bid for construction of the Classroom Building for the East Metro Public Safety Training Center: Bid Package 5C (Classroom Building) – City Project 09-09, and the Mayor and City Manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

The Finance Director is hereby authorized to make the financial transfers necessary to implement the financing plan as previously approved by council on August 11, 2014 in the amount of to \$6,193,901.64. A final budget with the increased assessment amount will be brought back to the Council at a future date once all the costs are known.

Adopted by the City Council on this 28th day of September, 2015.

City of Maplewood
City Council Meeting Sign-Up Sheet
For Agenda Items and Visitor Presentations

*By putting your name and address on this sheet, you are
indicating which agenda item you would like to discuss with
the City Council*

Date: September 28, 2015

	<u>Name - First & Last</u> <i>(please print clearly)</i>	<u>Address</u>	<u>Agenda Item</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
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14.	_____	_____	_____
15.	_____	_____	_____

MEMORANDUM

TO: City Council
FROM: Melinda Coleman, City Manager
DATE: September 22, 2015
SUBJECT: Council Calendar Update

Introduction/Background

This item is informational and intended to provide the Council an indication on the current planning for upcoming agenda items and the Work Session schedule. These are not official announcements of the meetings, but a snapshot look at the upcoming meetings for the City Council to plan their calendars. No action is required.

Upcoming Agenda Items & Work Session Schedule

1. October 12th
 - a. Workshop – Kid City Program, EEDD Work Plan, Council Strategic Objectives
 - b. City Council Meeting – Century Link Franchise Public Hearing, RWSCC Discussion, Red Ribbon Proclamation
2. October 26th
 - a. Workshop – Begin 2016 Budget Presentations, Council Strategic Objectives, YMCA Partnership Update
3. November 9th
 - a. Workshop – Continuation of 2016 Budget Presentations

Budget Impact

None.

Recommendation

No action required.

Attachments

None.