

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, October 23, 2023
City Hall, Council Chambers
Meeting No. 20-23

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. October 09, 2023 City Council Workshop Meeting Minutes
2. October 09, 2023 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
 - a. Council Calendar Update
2. Council Presentations

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. Allocation of 2022 General Fund Surplus
3. 2023-2025 School Resource Officer Agreement with Independent School District 622
4. Resolution to Accept a Donation for the Youth Scholarship Fund
5. Sunset Ridge Park Playground Replacement
6. Professional Services Agreement with Leo A. Daly Architect for a Space Needs Assessment, Feasibility and Design for the East Metro Public Safety Training Facility

H. PUBLIC HEARINGS – *If you are here for a Public Hearing please familiarize yourself with the Rules of Civility printed on the back of the agenda. Sign in with the City Clerk before addressing the council. 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.*

None

I. UNFINISHED BUSINESS

1. Award of 2024 Charitable Gambling Funds
2. Snake Discovery, 831 Century Avenue North
 - a. Conditional Use Permit Amendment Resolution
 - b. Zoning Map Amendment Ordinance (Requires four votes)

J. NEW BUSINESS

None

K. AWARD OF BIDS

None

L. 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 THE CITY COUNCIL, BOARDS, COMMISSIONS AND OUR COMMUNITY

Following are 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:

Speak only for yourself, not for other council members or citizens - unless specifically tasked by your colleagues to speak for the group or for citizens in the form of a petition.

Show respect during comments and/or discussions, listen actively and do not interrupt or talk amongst each other.

Be respectful of the process, keeping order and decorum. Do not be critical of council members, staff or others in public.

Be respectful of each other's time keeping remarks brief, to the point and non-repetitive.

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
6:15 P.M. Monday, October 09, 2023
City Hall, Council Chambers

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 6:15 p.m. by Mayor Abrams.

B. ROLL CALL

Marylee Abrams, Mayor	Present
Rebecca Cave, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Chonburi Lee, Councilmember	Present
Nikki Villavicencio, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Lee moved to approve the agenda as submitted.

Seconded by Councilmember Cave Ayes— All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Sacred Communities and Micro-Unit Dwellings Discussion

Community Development Director Parr gave the presentation. City Attorney Batty provided additional information. The city council discussed the topic, asked questions of staff and provided direction to staff.

No action required.

D. ADJOURNMENT

Mayor Abrams adjourned the meeting at 6:52 p.m.

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, October 09, 2023
City Hall, Council Chambers
Meeting No. 19-23

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:00 p.m. by Mayor Abrams.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Marylee Abrams, Mayor	Present
Rebecca Cave, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Chonburi Lee, Councilmember	Present
Nikki Villavicencio, Councilmember	Present

D. APPROVAL OF AGENDA

The following items were added to Council Presentations:

- Food Scrap Program
- Ponds
- Fire Station Open House

Councilmember Lee moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. September 25, 2023 City Council Meeting Minutes

Councilmember Cave moved to approve the September 25, 2023 City Council Meeting Minutes as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations

a. Council Calendar Update

City Manager Coleman gave an update to the council calendar and reviewed other topics of concern or interest requested by councilmembers.

2. Council Presentations

Food Scrap Program

Mayor Abrams announced the Maplewood food scraps program is up and running and residents can order compost bags online.

Fire Station Open House

Mayor Abrams thanked Maplewood Public Safety for the successful open house, and thanked Costco for donating food for the event.

Ponds

Mayor Abrams shared an email from Ramsey County and the concept created by D R Horton for a redevelopment of the Ponds Golf Course. Community Development Director Parr gave additional information on some of the city processes that would take place if approved by Ramsey County.

3. Swearing-In Ceremony for Firefighter/Paramedics Nick Cook, Tyson Sohrweide, Tanner Cook, Grady Nelson and John Hagen

Fire & EMS Chief Mondor introduced Firefighter/Paramedics Nick Cook, Tyson Sohrweide, Tanner Cook, Grady Nelson and John Hagen. City Clerk Sindt administered the oath before the pinning of their badges.

No action required.

4. Lights On! Program Presentation

Public Safety Director Bierdeman gave the staff report. John Harrington, CEO, and Sherman Patterson, Vice President with MicroGrants Lights On! and Mark Haase, Assistant Ramsey County Attorney, provided a description of the program.

Councilmember Juenemann moved to approve the Maplewood Police Department partnership with the Lights On! Program.

Seconded by Councilmember Lee

Ayes – All

The motion passed.

- 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.*

Agenda item G8 was highlighted.

Councilmember Cave moved to approve agenda items G1-G9.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Cave moved to approve the approval of claims.

ACCOUNTS PAYABLE:

\$ 636,859.60	Checks # 111417 thru # 111439 dated 9/21/23
\$ 346,237.21	Disbursements via debits to checking account dated 09/18/23 thru 10/01/23
\$ 983,096.81	Total Accounts Payable

PAYROLL

\$ 672,726.53	Payroll Checks and Direct Deposits dated 9/29/23
\$ 672,726.53	Total Payroll
\$ 1,655,823.34	GRAND TOTAL

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Resolutions Supporting Applications for Environmental Cleanup Grants, 1375 Frost Avenue East

Councilmember Cave moved to approve the resolutions of support for grant applications to the Metropolitan Council's Tax Base Revitalization Account fund and Ramsey County's Environmental Response fund.

Resolution 23-10-2251

RESOLUTION AUTHORIZING APPLICATION FOR METROPOLITAN COUNCIL'S TAX BASE REVITALIZATION ACCOUNT FUNDS FOR BEACON INTERFAITH HOUSING COLLABORATIVE'S PROJECT AT 1375 FROST AVENUE EAST

WHEREAS the City of Maplewood is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2023 as determined by the Metropolitan Council, and is therefore eligible to apply for funds under the Tax Base Revitalization Account; and

WHEREAS the City has identified a contamination cleanup project within the City that meets the Tax Base Revitalization Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

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

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

WHEREAS the City finds that the required contamination cleanup will not occur through private or other public investment within the reasonably foreseeable future without Tax Base Revitalization Account grant funding; and

WHEREAS the City represents that it has undertaken reasonable and good faith efforts to procure funding for the activities for which Livable Communities Act Tax Base Revitalization Account funding is sought but was not able to find or secure from other sources funding that is necessary for cleanup completion and states that this representation is based on the following reasons and supporting facts:

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. Finds that the project components for which Livable Communities Act Tax Base Revitalization Account funding is sought will not occur solely through private or other public investment within the reasonably foreseeable future.

BE IT FURTHER RESOLVED that, the City Council of Maplewood authorizes Beacon Interfaith Housing Collaborative and city staff to submit an application for Metropolitan Council Tax Base Revitalization Account grant funds and, if the City is awarded a Tax Base Revitalization Account grant for this project, the City will be the grantee and agrees to act as legal sponsor to administer and be responsible for grant funds expended for the project contained in the Tax Base Revitalization grant application submitted no later than November 1, 2023.

Resolution 23-10-2252

SUPPORT OF AN ENVIRONMENTAL RESPONSE FUND GRANT APPLICATION FOR BEACON INTERFAITH HOUSING COLLABORATIVE'S PROJECT AT 1375 FROST AVENUE EAST

WHEREAS the City of Maplewood has been supportive of Beacon Interfaith Housing Collaborative and its plans for a 40-unit, three-story multi-family project at 1375 Frost Avenue East; therefore,

BE IT FURTHER RESOLVED that the Maplewood City Council has approved Beacon Interfaith Housing Collaborative's project and supports an Environmental Response Fund grant application, which is being submitted to Ramsey County no later than November 1st, 2023, by Beacon Interfaith Housing Collaborative.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

3. Resolutions Supporting Applications for Grants, 1310 Frost Avenue East

Councilmember Cave moved to approve the resolutions of support for grant applications to the Minnesota Department of Employment and Economic Development's Contamination Cleanup fund and Ramsey County's Critical Corridors Development and Infrastructure fund.

Resolution 23-10-2253

RESOLUTION IDENTIFYING THE NEED FOR MINNESOTA'S DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT'S CONTAMINATION CLEANUP FUNDING AND AUTHORIZING APPLICATION FOR GRANT FUNDS FOR JB VANG'S PROJECT AT 1310 FROST AVENUE EAST

BE IT RESOLVED that the city of Maplewood has approved the Contamination Cleanup grant application submitted to the Department of Employment and Economic Development (DEED) no later than November 1, 2023 by the City of Maplewood in partnership with JB Vang, for the 1310 Frost Avenue East site.

BE IT FURTHER RESOLVED that the city of Maplewood is located within the seven-county metropolitan area defined in section 473.121, subdivision 2, and is participating in the local housing incentives program under section 473.254.

BE IT FURTHER RESOLVED that the City of Maplewood act as the legal sponsor for the project contained in the Contamination Cleanup Grant Program to be submitted no later than November 1, 2023 and that the Assistant Community Development Director is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project.

BE IT FURTHER RESOLVED that the City of Maplewood has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that JB Vang has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state the City of Maplewood may enter into an agreement with the State of Minnesota for the above-referenced project, and that the City of Maplewood certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the Clerk are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of Maplewood on October 9, 2023

Resolution 23-10-2254

SUPPORT OF CRITICAL CORRIDOR'S DEVELOPMENT AND INFRASTRUCTURE GRANT APPLICATION FOR JB VANG'S PROJECT AT 1310 FROST AVENUE EAST

October 09, 2023
City Council Meeting Minutes

WHEREAS the City of Maplewood has been supportive of JB Vang and its plans for a 65-unit, four-story multi-family project at 1310 Frost Avenue East;

WHEREAS the Maplewood City Council approved a condition use permit and design plans for JB Vang’s project on May 8, 2023; therefore,

BE IT FURTHER RESOLVED that the Maplewood City Council has approved JB Vang’s project and supports a critical corridors development and infrastructure grant application, which is being submitted to Ramsey County by JB Vang.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

4. Agreement for Professional Services with Consultant Keith Streff

Councilmember Cave moved to approve the Agreement for Professional Services with consultant Keith Streff.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

5. Local Lawful Gambling Permit for Ducks Unlimited, Unison Restaurant and Banquet, 1800 White Bear Avenue N

Councilmember Cave moved to approve the Local Lawful Gambling permit for Ducks Unlimited Capitol Chapter MN253, for their event on November 1, 2023 at Unison Restaurant and Banquet, 1800 White Bear Avenue N.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

6. Resolution Amending Retiree Health Savings Plan and Adoption Agreement for Non-Union and Police Lieutenant Employees

Councilmember Cave moved to approve the resolution amending the Retiree Health Savings Plan and Adoption Agreement for Non-Union and Police Lieutenant Employees.

Resolution 23-10-2255

RESOLUTION FOR AMENDMENT OF THE MISSIONSQUARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

Plan: 800183

Name of Employer: City of Maplewood

State: Minnesota

Resolution of the above-named Employer (the “Employer”):

WHEREAS, the Employer has employees rendering valuable services, and

WHEREAS, the amendment of its existing retiree health savings plan for such employees services the interest of the Employer and Employees.

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby amends the Plan in the form of MissionSquare’s Retiree Health Savings (RHS) Program.

I, Andrea Sindt, Clerk of the City of Maplewood, do hereby certify that the foregoing resolution was duly passed and adopted at a regular meeting thereof assembled this 9th day of October, 2023, by the Maplewood City Council.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

7. Resolution Accepting the Labor-Management Committee’s Recommendation for 2024 Employee Insurance Benefits

Councilmember Cave moved to approve the resolution affirming recommendations from the Labor-Management Committee for all 2024 employee insurance benefits.

Resolution 23-10-2256
RESOLUTION

WHEREAS, The Labor-Management Committee met, reviewed and discussed the renewal information from all providers; and

WHEREAS, Consensus from the Labor-Management Committee is to recommend approval of all employee benefits and renewals for 2024; and

WHEREAS, funding for the plan renewals is reflected in the Maplewood 2024 Proposed Budget.

THEREFORE, BE IT RESOLVED that the Maplewood City Council hereby affirms the recommendations of the Labor-Management Committee regarding 2024 employee insurance benefits for the City of Maplewood

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

8. Collective Bargaining Agreement with IAFF Captains
a. 2022 Contract
b. 2023 – 2025 Contract

Councilmember Cave moved to approve the 2022 Collective Bargaining Agreement between the City of Maplewood and IAFF Fire Captains and authorize the Mayor and City Manager to execute the contract on behalf of the City.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Councilmember Cave moved to approve the 2023 - 2025 Collective Bargaining Agreement between the City of Maplewood and IAFF Fire Captains and authorize the Mayor and City Manager to execute the contract on behalf of the City.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

9. Microsoft Software Subscription Renewal

Councilmember Cave moved to approve Microsoft software subscription renewal payment.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

- H. PUBLIC HEARINGS** – *If you are here for a Public Hearing please familiarize yourself with the Rules of Civility printed on the back of the agenda. Sign in with the City Clerk before addressing the council. 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.*

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Review of Applications for 2024 Charitable Gambling Funds

City Manager Coleman gave the staff report and explained the process of allocating the funds.

No Action Required.

2. Snake Discovery, 831 Century Avenue North

a. Conditional Use Permit Amendment Resolution

b. Zoning Map Amendment Ordinance (Requires four votes)

Community Development Director Parr gave the presentation. City Attorney Batty provided additional information. Mayor Abrams allowed the public to comment on the agenda item. The following people spoke:

Rob Stenger – 814 Mayhill Road N
 Joseph Koegel – 2677 7th Street E
 Roseann Cronk – 2695 7th Street E
 Ron Betzold – 2687 7th Street E
 Tom Dougherty – 778 Mayhill Road
 Angie Rangitsch – 817 Mayhill Road
 Tim Koenig – 825 Mayhill Road N

Emily Roberts – 831 Century Avenue N
Bryan Aarthun – 2707 7th Street E
Angie Cronk – 2695 7th Street E

Council discussed the item and asked questions of staff.

Mayor Abrams moved to table the Snake Discovery discussion concerning the CUP and zoning until the next council meeting and directed staff to revise the proposed CUP.

Seconded by Councilmember Villavicencio

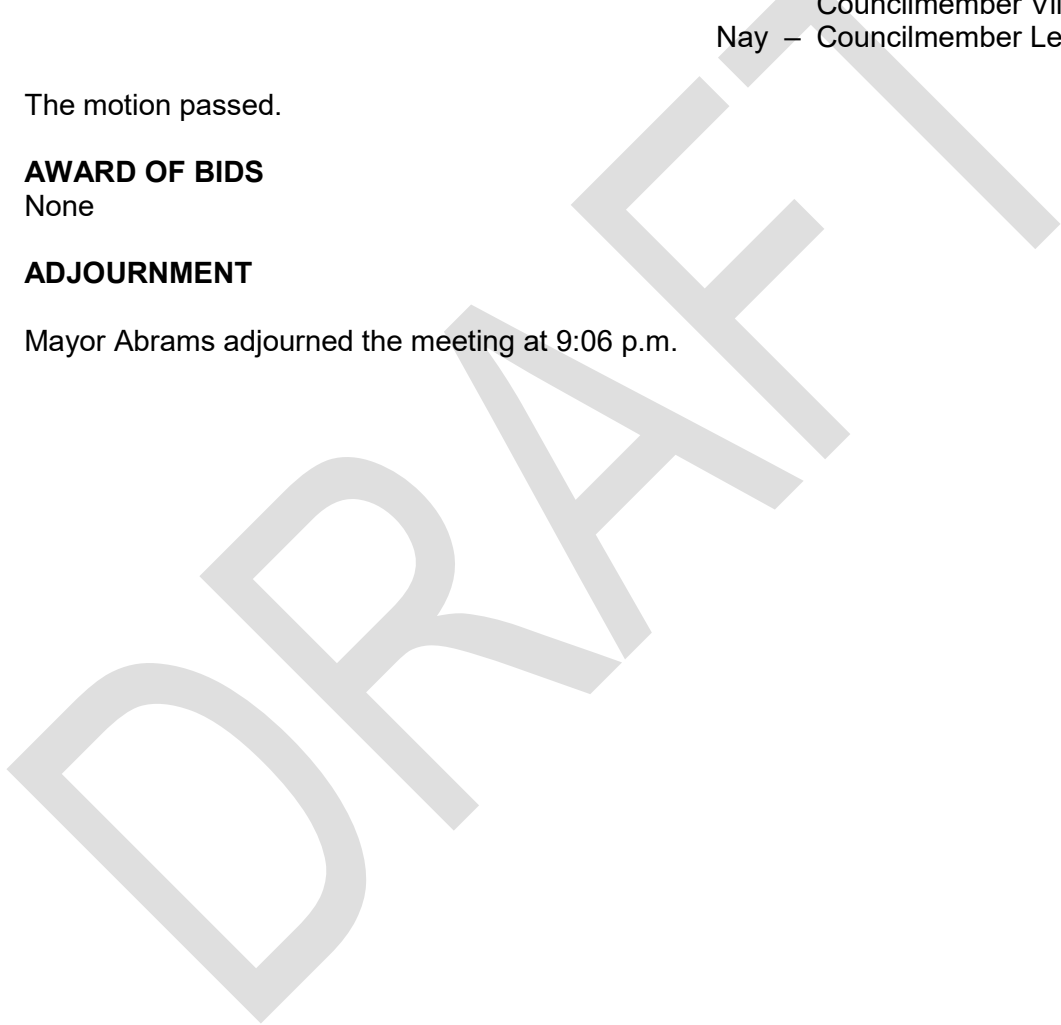
Ayes – Mayor Abrams
Councilmember Cave
Councilmember Juenemann
Councilmember Villavicencio
Nay – Councilmember Lee

The motion passed.

K. AWARD OF BIDS
None

L. ADJOURNMENT

Mayor Abrams adjourned the meeting at 9:06 p.m.



CITY COUNCIL STAFF REPORT
Meeting Date October 23, 2023

REPORT TO: City Council
REPORT FROM: Melinda Coleman, City Manager
PRESENTER: Melinda Coleman, City Manager
AGENDA ITEM: Council Calendar Update

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

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.

Recommended Action:

No motion needed. This is an informational item.

Upcoming Agenda Items and Work Sessions Schedule:

December 11: EDA Meeting: Community Development Projects Update
 Council Meeting: Adoption of 2024 Budget

Council Comments:

Comments regarding Workshops, Council Meetings or other topics of concern or interest.

1. Research translating of city policies (September 25, 2023)

Council Schedule for Maplewood Living through May 2024:

Issue	Contributor	Due Date
December 2023	Melinda	November 13, 2023
January 2024	Abrams	December 15, 2023
February 2024	Juenemann	January 17, 2024
March 2024	Cave	February 16, 2024
April 2024	Villavicencio	March 15, 2024
May 2024	Lee	April 17, 2024



2023 Major Community Outreach Events

Trunk or Treat

Saturday October 28, 2023 (1 – 4 pm)

City Hall Parking Lot

Santa Parade

Saturday December 9, 2023 (morning hours)

City Wide Event

CITY COUNCIL STAFF REPORT
Meeting Date October 23, 2023

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Joe Rueb, Finance Director
PRESENTER: Joe Rueb, Finance Director
AGENDA ITEM: Approval of Claims

Action Requested:	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing
Form of Action:	<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Contract/Agreement <input type="checkbox"/> Proclamation

Policy Issue:

The City Manager has reviewed the bills and authorized payment in accordance with City Council policies.

Recommended Action:

Motion to approve the approval of claims.

ACCOUNTS PAYABLE:

\$	460,446.30	Checks # 120000 thru # 120021 dated 10/10/23
\$	55,984.09	Checks # 120022 thru # 120026 dated 10/11/23
\$	588,000.13	Checks # 120027 thru # 120043 dated 10/17/23
\$	442,320.28	Disbursements via debits to checking account dated 10/02/23 thru 10/15/23
<u>\$</u>	<u>1,546,750.80</u>	Total Accounts Payable

PAYROLL

\$	675,026.84	Payroll Checks and Direct Deposits dated 10/13/23
<u>\$</u>	<u>675,026.84</u>	Total Payroll
<u>\$</u>	<u>2,221,777.64</u>	GRAND TOTAL

Background

A detailed listing of these claim has been provided. 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

1. Listing of Paid Bills

**Check Register
City of Maplewood**

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
120000	10/10/2023	2034 ASSOC FOR NONSMOKERS - MN	Tobacco Compliance Project	\$ 2,242.00
120001	10/10/2023	4848 AVESIS	MONTHLY PREMIUM - OCTOBER	575.55
120002	10/10/2023	5972 BHE COMMUNITY SOLAR, LLC	COMM SOLAR GARDEN - JULY 2023	12,085.22
120003	10/10/2023	5786 COLONIAL LIFE PROCESSING CTR	BCN: E4677316 - SEPT 2023	285.02
120004	10/10/2023	3440 DELMEDICO MACHINE SHOP INC	SPECIAL MACHINE SHOP TOOL	195.00
120005	10/10/2023	477 ESS BROTHERS & SONS INC	MANHOLE RINGS AND COVERS	2,193.00
120006	10/10/2023	5572 GOVERNMENTJOBS.COM, INC	SUBSCRIPTION FEE FOR CANDIDATE TEXT MESSAGING	258.32
120007	10/10/2023	5328 IDENTISYS INC.	Hardware support for datacard CD800 S/N C15078	832.00
120008	10/10/2023	2137 KENNEDY & GRAVEN CHARTERED	Attorney Fees - August 2023	23,684.47
120009	10/10/2023	846 LANGUAGE LINE SERVICES	Phone Interpretive Services September	564.06
120010	10/10/2023	6281 MEHLHORN, JEFFERY	SITE MANAGER - EMTF 9/14	194.36
120011	10/10/2023	4783 MHSRC/RANGE	PURSUIT INTERVENTION TECHNIQUE TRAINING	3,810.00
120012	10/10/2023	1126 NCPERS GROUP LIFE INS. MN	MONTHLY PREMIUM - OCT 2023	416.00
120013	10/10/2023	1510 PIONEER PRESS	yearly subscription	1,407.00
120014	10/10/2023	5879 ROADKILL ANIMAL CONTROL	ROADKILL REMOVAL - SEPTEMBER 2023	258.00
120015	10/10/2023	1753 WEATHER WATCH, INC.	WINTER WEATHER SERVICE ANNUAL	475.00
120016	10/10/2023	5114 BOLTON & MENK, INC.	SVCS FOR MCMENEMY STREET IMPROV 21-02	41,813.42
120017	10/10/2023	5312 ENVUE TELEMATICS, LLC	GEO TAB PRO PLAN OCTOBER FEE	624.00
120018	10/10/2023	585 GOPHER STATE ONE-CALL	NET BILLABLE CALL TICKETS - SEPTEMBER 2023	745.20
120019	10/10/2023	875 LOFFLER COMPANIES, INC.	New HP color laserjet M283FDW for Police Chief	558.00
		875 LOFFLER COMPANIES, INC.	Canon copier usage.	1,315.77
120020	10/10/2023	985 METROPOLITAN COUNCIL	WASTEWATER - NOVEMBER	364,344.28
120021	10/10/2023	1574 T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	188.48
		1574 T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	1,382.15
				\$ 460,446.30

22 Checks in this report.

**Check Register
City of Maplewood**

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
120022	10/11/2023	5843 DVS RENEWAL	TABS - 2016 FORD EPR V#5570	\$ 15.25
120023	10/11/2023	986 METROPOLITAN COUNCIL	MONTHLY SAC - AUGUST	39,760.00
120024	10/11/2023	5667 PROTEK LIGHTING SOLUTIONS LLC	CITY HALL TRAIL LIGHT POLES VANDAL-PROOF COVERS	497.72
120025	10/11/2023	198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	57.23
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	3,702.64
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	57.05
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	232.71
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	232.71
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	234.37
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	124.20
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	1,847.94
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	87.42
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	323.13
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	3,090.02
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	264.71
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	264.70
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	28.52
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	28.53
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	1,555.55
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	52.41
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	52.40
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	1,018.37
		198 ST PAUL REGIONAL WATER SRVS	WATER UTILITY	256.96
120026	10/11/2023	1190 XCEL ENERGY	ELECTRIC UTILITY	108.50
		1190 XCEL ENERGY	ELECTRIC & GAS UTILITY	1,444.64
		1190 XCEL ENERGY	GAS UTILITY	17.13
		1190 XCEL ENERGY	ELECTRIC UTILITY	629.28
				<u>\$ 55,984.09</u>

5 Checks in this report.

**Check Register
City of Maplewood**

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
120027	10/17/2023	7000 JOHNSON FITNESS & WELLNESS	STAIRCLIMBER - POLICE DEPT	\$ 10,330.00
120028	10/17/2023	7005 MARSDEN BLDG MAINTENANCE, LLC	FILL IN FOR BUILDING MAINT STAFF	902.20
		7005 MARSDEN BLDG MAINTENANCE, LLC	FILL IN FOR BUILDING MAINT STAFF	1,029.60
		7005 MARSDEN BLDG MAINTENANCE, LLC	FILL IN FOR BUILDING MAINT STAFF	1,268.15
120029	10/17/2023	1 LORIE ANDERSON	PROJ 19-10 DRIVEWAY APRON REPLACEMENT	7,500.00
120030	10/17/2023	1 MIKE GRASLEY	PROJ 21-02 SPRINKLER REPAIR	439.89
120031	10/17/2023	1 SOUK HER	PROJ 21-06 SPRINKLER REPAIR	5,691.53
120032	10/17/2023	1 WOODLANDS OF MAPLEWOOD	PROJ 21-02 SPRINKLER REPAIR	937.50
120033	10/17/2023	1 HENRY YAN	PROJ 21-02 SPRINKLER REPAIR	600.50
120034	10/17/2023	1345 RAMSEY COUNTY	SOCIAL WORKER SERVICES - 2ND QTR	28,996.93
		1345 RAMSEY COUNTY	SOCIAL WORKER SERVICES - 1ST QTR	26,128.75
120035	10/17/2023	7002 RUMPCA COMPANIES INC.	TREE & BRUSH DISPOSAL	350.00
120036	10/17/2023	449 TYLER TECHNOLOGIES INC	ENTERPRISE ERP - CONVERSION	700.00
		449 TYLER TECHNOLOGIES INC	ENTERPRISE ERP - CONVERSION	7,000.00
120037	10/17/2023	2464 US BANK	PAYING AGENT & ACCEPTANCE FEES	495.00
	10/17/2023	2464 US BANK	PAYING AGENT & ACCEPTANCE FEES	495.00
120038	10/17/2023	7001 WHITE CAP, L.P.	12-5 GALLON DETACK FOR CRACK SEALING	836.28
		7001 WHITE CAP, L.P.	SHIPPING & HANDLING	100.00
		7001 WHITE CAP, L.P.	CRACK SEAL MATERIAL	9,360.00
120039	10/17/2023	5114 BOLTON & MENK, INC.	GENERAL GIS ASSISTANCE	3,805.00
120040	10/17/2023	211 BRAUN INTERTEC CORP.	PROJ 22-17 CONSTRUCTION MATERIAL TESTING	11,854.50
		211 BRAUN INTERTEC CORP.	PROJ 22-16 CONSTRUCTION MATERIAL TESTING	12,417.50
120041	10/17/2023	687 HUGO'S TREE CARE INC	HAZARDOUS TREE REMOVAL - 415 SKILLMAN	805.00
120042	10/17/2023	1574 T A SCHIFSKY & SONS, INC	PROJ 22-17 WOODLYNN SOUTHLAWN	427,007.90
		1574 T A SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	12,624.79
120043	10/17/2023	1190 XCEL ENERGY	GAS UTILITY	16.09
		1190 XCEL ENERGY	STREET UTILITY	16,308.02
				\$ 588,000.13

17 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking Account

Settlement Date	Payee	Description	Amount
10/2/2023	Accela Credit Card Billing	Credit Card Billing Fee	\$ 15.00
10/2/2023	Delta Dental	Dental Premium	2,804.74
10/10/2023	Delta Dental	Dental Premium	3,089.64
10/13/2023	ICMA (Vantagepointe)	PR - Deferred Compensation	8,153.00
10/13/2023	ICMA (Vantagepointe)	Retiree Health Savings	1,070.00
10/13/2023	Labor Unions	PR - Union Dues	2,242.82
10/13/2023	MidAmerica	HRA Flex Plan - AUL	15,252.27
10/2/2023	MN State Treasurer	PR - State Payroll Tax	30,450.45
10/6/2023	Optum Health	DCRP & Flex Plan Payments	98.79
10/13/2023	Optum Health	DCRP & Flex Plan Payments	1,076.22
10/13/2023	P.E.R.A.	PR - P.E.R.A.	148,621.48
10/13/2023	U.S. Treasurer	PR - Federal Payroll Tax	117,544.73
10/2/2023	US Bank	Debt Service Payments	11,118.75
10/2/2023	US Bank VISA One Card*	Purchasing Card Items	49,797.07
10/13/2023	US Bank VISA One Card*	Purchasing Card Items	50,985.32
			<u>\$ 442,320.28</u>

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>
	10/13/23	ABRAMS, MARYLEE	\$ 602.85	
	10/13/23	CAVE, REBECCA	530.61	
	10/13/23	JUENEMANN, KATHLEEN	530.61	
	10/13/23	LEE, CHONBURI	530.61	
	10/13/23	VILLAVICENCIO, NICHOLE	530.61	
	10/13/23	COLEMAN, MELINDA	7,995.20	
	10/13/23	DARROW, MICHAEL	6,006.89	
	10/13/23	KNUTSON, LOIS	3,850.81	
	10/13/23	CHRISTENSON, SCOTT	2,762.38	
	10/13/23	DOUGLASS, TOM	3,662.96	
	10/13/23	JAHN, DAVID	2,473.42	
	10/13/23	LENTINI, LINDSAY	3,184.90	
	10/13/23	RAMEAUX, THERESE	4,031.95	
	10/13/23	AEILTS, LAUREN	2,358.59	
	10/13/23	JACOBSON, CARL	4,675.41	\$ 195.19
	10/13/23	RACETTE, THOMAS	3,036.63	
	10/13/23	RUEB, JOSEPH	5,834.39	
	10/13/23	STANLEY, JENNIFER	4,191.86	258.07
	10/13/23	ARNOLD, AJLA	889.24	
	10/13/23	EVANS, CHRISTINE	2,862.41	
	10/13/23	LARSON, MICHELLE	2,401.07	
	10/13/23	SINDT, ANDREA	4,433.38	
	10/13/23	MOY, PAMELA	2,471.11	
	10/13/23	OSTER, ANDREA	2,384.80	2,384.80
	10/13/23	WEAVER, KRISTINE	3,491.20	3,491.20
	10/13/23	BARTZ, PAUL	380.00	
	10/13/23	BENJAMIN, MARKESE	4,000.19	
	10/13/23	BERGERON, ASHLEY	4,120.81	
	10/13/23	BIERDEMAN, BRIAN	6,937.57	
	10/13/23	BURT-MCGREGOR, EMILY	3,866.21	
	10/13/23	BUSACK, DANIEL	5,734.09	
	10/13/23	CLAYTON, STEVEN	3,792.80	
	10/13/23	CONDON, MITCHELL	3,930.59	
	10/13/23	CRUZ, TREANA	3,561.79	
	10/13/23	DEMULLING, JOSEPH	5,086.15	
	10/13/23	DUGAS, MICHAEL	5,421.04	
	10/13/23	EELLS, BRIAN	3,792.80	
	10/13/23	FORSYTHE, MARCUS	4,303.19	
	10/13/23	FRITZE, DEREK	4,151.19	
	10/13/23	GABRIEL, ANTHONY	4,888.53	
	10/13/23	GEISELHART, BENJAMIN	3,561.79	
	10/13/23	GIVAND, JONATHAN	3,944.80	

CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
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<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	10/13/23	GREEN, JAMIE	3,848.19	
	10/13/23	HAWKINSON, TIMOTHY	4,394.59	
	10/13/23	HER, PHENG	4,084.67	
	10/13/23	HER, TERRELL	3,561.79	
	10/13/23	HOEMKE, MICHAEL	5,421.04	
	10/13/23	HOLTY, BRYCE	1,433.10	
	10/13/23	JOHNSON, BARBARA	391.00	
	10/13/23	KADEN, JACOB	3,372.00	
	10/13/23	KIM, WINSTON	3,888.87	
	10/13/23	KONG, TOMMY	4,311.63	
	10/13/23	KRAL, EMMA	3,427.39	
	10/13/23	KROLL, BRETT	4,385.79	
	10/13/23	KROLL, LISA	2,610.31	
	10/13/23	KUCHENMEISTER, GINA	2,448.80	
	10/13/23	KUCHENMEISTER, JASON	2,355.20	
	10/13/23	LANGNER, TODD	650.00	
	10/13/23	LENERTZ, NICHOLAS	3,848.19	
	10/13/23	LYNCH, KATHERINE	4,000.19	
	10/13/23	MARIN, RAE	3,372.00	
	10/13/23	MARINO, JASON	4,671.25	
	10/13/23	MARK, OLAF	3,792.80	
	10/13/23	METRY, ALESIA	1,100.00	
	10/13/23	MORALES, MARIO	2,059.20	
	10/13/23	MURRAY, RACHEL	4,228.19	
	10/13/23	NYE, MICHAEL	4,748.99	
	10/13/23	PASDO, JOSEPH	3,561.68	
	10/13/23	PETERS, DANIEL	4,005.59	
	10/13/23	QUIRK, JAMES	3,561.79	
	10/13/23	RETHWILL, SCOTT	3,848.19	
	10/13/23	SALCHOW, CONNOR	4,424.95	
	10/13/23	SANCHEZ, ISABEL	4,574.54	2,191.06
	10/13/23	SHANLEY, HAYLEY	2,264.80	
	10/13/23	SHEA, STEPHANIE	3,111.54	
	10/13/23	STARKEY, ROBERT	4,758.61	
	10/13/23	STEINER, JOSEPH	5,421.04	
	10/13/23	STOCK, AUBREY	4,014.58	
	10/13/23	SUEDKAMP, ADAM	4,193.54	
	10/13/23	SWETALA, NOAH	1,878.99	
	10/13/23	TAUZELL, BRIAN	4,394.59	
	10/13/23	WEAVER, TAWNY	3,506.40	
	10/13/23	WENZEL, JAY	4,248.50	
	10/13/23	WERTH, JENNIFER	2,367.20	

CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
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	10/13/23	WIETHORN, AMANDA	3,736.79	
	10/13/23	XIONG, KAO	4,000.19	
	10/13/23	XIONG, PETER	3,498.45	
	10/13/23	XIONG, TUOYER	4,228.82	
	10/13/23	YANG, THANG	3,539.71	
	10/13/23	ZAPPA, ANDREW	4,514.21	
	10/13/23	BARRETTE, CHARLES	4,753.49	
	10/13/23	BAUMAN, ANDREW	8,250.29	
	10/13/23	BEITLER, NATHAN	3,799.56	
	10/13/23	CAMPBELL, MACLANE	3,278.10	
	10/13/23	COOK, NICKLAUS	3,577.05	
	10/13/23	COOK, TANNER	3,577.05	
	10/13/23	CRAWFORD, RAYMOND	6,009.59	
	10/13/23	CRUMMY, CHARLES	4,015.09	
	10/13/23	DABRUZZI, THOMAS	4,099.99	
	10/13/23	DAVISON, BRADLEY	3,598.00	
	10/13/23	HAGEN, JOHN	4,253.14	
	10/13/23	HAGEN, MICHAEL	3,823.95	
	10/13/23	HALWEG, JODI	4,436.52	
	10/13/23	HANG, RYAN	3,188.61	
	10/13/23	HAWTHORNE, ROCHELLE	4,172.36	
	10/13/23	KUBAT, ERIC	3,770.75	
	10/13/23	LANDER, CHARLES	4,015.09	
	10/13/23	LANIK, JAKE	4,841.83	
	10/13/23	MALESKI, MICHAEL	3,496.03	
	10/13/23	MCGEE, BRADLEY	5,266.37	
	10/13/23	MERKATORIS, BRETT	3,559.59	
	10/13/23	MONDOR, MICHAEL	6,560.09	
	10/13/23	NEILY, STEVEN	5,384.55	
	10/13/23	NELSON, GRADON	3,511.18	
	10/13/23	NIELSEN, KENNETH	3,956.99	
	10/13/23	NOVAK, JEROME	4,142.39	
	10/13/23	ORLANDO, TYLER	4,027.28	
	10/13/23	POWERS, KENNETH	5,476.56	
	10/13/23	SCHROEDER, RYAN	4,854.40	
	10/13/23	SEDLACEK, JEFFREY	5,202.55	
	10/13/23	SOHRWEIDE, TYSON	4,796.65	
	10/13/23	SPANDE, KAYLA	2,504.19	
	10/13/23	WARDELL, JORDAN	5,055.35	
	10/13/23	WILLIAMSON, MICHAEL	3,798.23	
	10/13/23	ZAPPA, ERIC	3,813.63	
	10/13/23	CORTESI, LUANNE	2,468.80	

CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
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	10/13/23	JANASZAK, MEGHAN	3,641.01	
	10/13/23	BRINK, TROY	3,581.20	
	10/13/23	BUCKLEY, BRENT	2,917.91	
	10/13/23	EDGE, DOUGLAS	3,024.53	
	10/13/23	HERBST, JONATHEN	2,390.10	
	10/13/23	JORDAN, TIMOTHY	2,334.20	
	10/13/23	MEISSNER, BRENT	2,999.92	
	10/13/23	MLODZIK, JASON	2,606.09	
	10/13/23	NAGEL, BRYAN	4,808.60	
	10/13/23	RUNNING, ROBERT	3,169.90	
	10/13/23	TEVLIN, TODD	3,010.23	
	10/13/23	YANG, SOLOMAN	2,177.60	
	10/13/23	DUCHARME, JOHN	3,591.02	
	10/13/23	ENGSTROM, ANDREW	3,586.40	
	10/13/23	JAROSCH, JONATHAN	4,846.15	
	10/13/23	LOVE, STEVEN	7,038.45	
	10/13/23	STEJSKAL, JAYSON	3,881.37	
	10/13/23	STRONG, TYLER	3,708.22	
	10/13/23	ZIEMAN, SCOTT	57.00	
	10/13/23	GERNES, CAROLE	3,019.42	
	10/13/23	GORACKI, CECELIA	193.00	
	10/13/23	MCKANE, QUINN	162.50	
	10/13/23	FRIBERG, DAVID	2,639.94	
	10/13/23	HAYS, TAMARA	3,343.21	
	10/13/23	HINNENKAMP, GARY	3,362.10	
	10/13/23	NAUGHTON, JOHN	2,994.21	
	10/13/23	ORE, JORDAN	3,153.54	
	10/13/23	STOKES, KAL	2,798.96	
	10/13/23	BEGGS, REGAN	2,707.29	
	10/13/23	HAMMOND, ELIZABETH	2,942.51	
	10/13/23	JOHNSON, ELIZABETH	2,704.99	
	10/13/23	JOHNSON, RANDY	4,846.14	
	10/13/23	PARR, DANETTE	7,049.43	
	10/13/23	SCHORR, JENNIFER	2,149.00	
	10/13/23	FINWALL, SHANN	4,091.41	
	10/13/23	MARTIN, MICHAEL	4,959.86	
	10/13/23	LENTZ, DANIEL	3,445.79	
	10/13/23	NIELSEN, DANIEL	1,600.00	
	10/13/23	THIENES, PAUL	3,728.37	458.11
	10/13/23	WESTLUND, RONALD	3,279.91	
	10/13/23	YOUNG, MATTHEW	2,964.00	
	10/13/23	WELLENS, MOLLY	3,159.79	416.33

CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
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	10/13/23	BRENEMAN, NEIL	3,641.01	
	10/13/23	GORACKI, GERALD	243.75	
	10/13/23	MOORE, PATRICK	165.75	
	10/13/23	ROBBINS, AUDRA	5,073.64	
	10/13/23	BERGO, CHAD	3,968.21	
	10/13/23	SCHMITZ, KEVIN	2,722.27	
	10/13/23	SHEERAN JR, JOSEPH	4,847.21	
	10/13/23	ADAMS, DAVID	3,547.97	
	10/13/23	JENSEN, JOSEPH	2,897.33	
	10/13/23	JONES, DONALD	3,188.19	
	10/13/23	SCHULTZ, SCOTT	4,873.64	
	10/13/23	WILBER, JEFFREY	3,813.98	
	10/13/23	COUNTRYMAN, BRENDA	1,794.00	
	10/13/23	PRIEM, STEVEN	3,164.52	
	10/13/23	WOEHRLE, MATTHEW	3,030.25	
	10/13/23	XIONG, BOON	2,888.80	
	10/13/23	FOWLDS, MYCHAL	5,865.78	
	10/13/23	FRANZEN, NICHOLAS	4,413.23	150.00
	10/13/23	GERONSIN, ALEXANDER	3,865.13	
	10/13/23	RENNER, MICHAEL	3,764.31	
			<u>\$ 675,026.84</u>	<u>\$ 9,544.76</u>

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
9/7/2023	9/11/2023	MENARDS 3385	\$ 19.94	DAVE ADAMS
9/7/2023	9/11/2023	THE HOME DEPOT #2801	38.82	DAVE ADAMS
9/20/2023	9/21/2023	RED WING SHOE #727	356.96	DAVE ADAMS
9/20/2023	9/22/2023	MENARDS 3385	109.96	DAVE ADAMS
9/20/2023	9/22/2023	MENARDS 3385	21.98	DAVE ADAMS
9/11/2023	9/12/2023	B&H PHOTO 800-606-6969	338.29	CHAD BERGO
9/18/2023	9/21/2023	CRAFTCUTS	285.73	BRIAN BIERDEMAN
9/18/2023	9/21/2023	CRAFTCUTS	251.55	BRIAN BIERDEMAN
9/21/2023	9/22/2023	AMZN MKTP US*T13425NW2	38.40	BRIAN BIERDEMAN
9/12/2023	9/14/2023	SAMSCLUB.COM	240.33	NEIL BRENEMAN
9/13/2023	9/14/2023	DOLLAR TREE	6.25	NEIL BRENEMAN
9/13/2023	9/14/2023	SAMS CLUB #6309	147.84	NEIL BRENEMAN
9/14/2023	9/18/2023	SAMS CLUB #6309	(97.02)	NEIL BRENEMAN
9/13/2023	9/14/2023	ABLE HOSE & RUBBER	585.00	TROY BRINK
9/18/2023	9/19/2023	NTE 5413	14.99	TROY BRINK
9/11/2023	9/12/2023	CK HOLIDAY # 03519	32.20	DANIEL BUSACK
9/13/2023	9/14/2023	THE UPS STORE 2171	27.32	DANIEL BUSACK
9/19/2023	9/20/2023	EMERGENCY AUTO TECH	477.25	DANIEL BUSACK
9/19/2023	9/20/2023	EMERGENCY AUTO TECH	494.50	DANIEL BUSACK
9/21/2023	9/22/2023	EMERGENCY AUTO TECH	57.50	DANIEL BUSACK
9/6/2023	9/11/2023	TWIN CITY FILTER SERVICE	515.82	SCOTT CHRISTENSON
9/6/2023	9/11/2023	TWIN CITY FILTER SERVICE	345.42	SCOTT CHRISTENSON
9/6/2023	9/11/2023	TWIN CITY FILTER SERVICE	138.31	SCOTT CHRISTENSON
9/14/2023	9/18/2023	ENERGY SALES, INC.	1,494.52	SCOTT CHRISTENSON
9/21/2023	9/22/2023	TOOL WAREHOUSE INC	752.22	SCOTT CHRISTENSON
9/19/2023	9/20/2023	NEW YORK MAGAZINE	8.00	MELINDA COLEMAN
9/8/2023	9/11/2023	WWW.BANNERBUZZ.COM	682.34	BRAD DAVISON
9/11/2023	9/12/2023	POSITIVE PROMOTIONS	826.36	BRAD DAVISON
9/15/2023	9/18/2023	WWW.PEACHJAR.COM	200.00	BRAD DAVISON
9/20/2023	9/21/2023	SQ *FIELD TRAINING SOLUTI	295.00	JOSEPH DEMULLING
9/8/2023	9/11/2023	AMZN MKTP US*TR5HY8FM0	63.68	TOM DOUGLASS
9/8/2023	9/11/2023	AMZN MKTP US*TL35R5KS1	20.35	TOM DOUGLASS
9/13/2023	9/14/2023	SUMUP *STEVEN D S	1,163.67	MICHAEL DUGAS
9/13/2023	9/14/2023	SQ *KCM EGGROLLS LLC	1,726.78	MICHAEL DUGAS
9/13/2023	9/19/2023	BCA TRAINING EDUCATION	(250.00)	MICHAEL DUGAS
9/13/2023	9/14/2023	PIONEER PRESS ADV	812.42	CHRISTINE EVANS
9/12/2023	9/13/2023	CAN*CANONFINANCIAL CFS	1,964.57	MYCHAL FOWLDS
9/12/2023	9/13/2023	CAN*CANONFINANCIAL CFS	590.52	MYCHAL FOWLDS
9/12/2023	9/13/2023	CAN*CANONFINANCIAL CFS	129.98	MYCHAL FOWLDS
9/13/2023	9/14/2023	VISION33 INC	247.50	MYCHAL FOWLDS
9/13/2023	9/14/2023	WEB*NETWORKSOLUTIONS	14.99	MYCHAL FOWLDS
9/14/2023	9/14/2023	PITNEY BOWES PI	150.00	MYCHAL FOWLDS
9/16/2023	9/18/2023	AMZN MKTP US*TX7QY8192	23.20	MYCHAL FOWLDS
9/16/2023	9/18/2023	WEB*NETWORKSOLUTIONS	85.98	MYCHAL FOWLDS
9/17/2023	9/18/2023	ZOOM.US 888-799-9666	449.82	MYCHAL FOWLDS
9/17/2023	9/18/2023	COMCAST CABLE COMM	4.58	MYCHAL FOWLDS

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
9/18/2023	9/19/2023	WWW.GRAMMARLY.COM	2,600.00	MYCHAL FOWLDS
9/20/2023	9/21/2023	QUADIENT LEASING USA P	1,089.27	MYCHAL FOWLDS
9/20/2023	9/21/2023	CENTURYLINK LUMEN	67.10	MYCHAL FOWLDS
9/20/2023	9/21/2023	CENTURYLINK LUMEN	68.91	MYCHAL FOWLDS
9/20/2023	9/21/2023	CENTURYLINK LUMEN	191.40	MYCHAL FOWLDS
9/20/2023	9/21/2023	CENTURYLINK LUMEN	61.54	MYCHAL FOWLDS
9/20/2023	9/21/2023	CENTURYLINK LUMEN	59.91	MYCHAL FOWLDS
9/20/2023	9/21/2023	CENTURYLINK LUMEN	67.10	MYCHAL FOWLDS
9/21/2023	9/22/2023	AMZN MKTP US*TX9VB5X51	17.98	MYCHAL FOWLDS
9/9/2023	9/11/2023	MICROSOFT#G028784654	13.39	NICK FRANZEN
9/10/2023	9/11/2023	MICROSOFT*MICROSOFT 365 P	7.50	NICK FRANZEN
9/10/2023	9/11/2023	ADOBE *ACROPRO SUBS	32.20	NICK FRANZEN
9/10/2023	9/11/2023	AMZN MKTP US*TR0246G20	22.99	NICK FRANZEN
9/15/2023	9/18/2023	FREEFILESYNC.ORG	21.73	NICK FRANZEN
9/11/2023	9/12/2023	CUB FOODS #1599	142.48	TONY GABRIEL
9/12/2023	9/13/2023	SAMS CLUB#6309	93.68	TONY GABRIEL
9/13/2023	9/14/2023	AMZN MKTP US*TR2GU9UX0	15.14	TONY GABRIEL
9/13/2023	9/14/2023	AMZN MKTP US*TR9SG6P71	115.85	TONY GABRIEL
9/14/2023	9/15/2023	AMZN MKTP US*TR0CP4BW1	153.29	TONY GABRIEL
9/16/2023	9/18/2023	PARTYCITY.COM	66.03	TONY GABRIEL
9/20/2023	9/21/2023	MICHAELS STORES 2744	75.90	TONY GABRIEL
9/21/2023	9/22/2023	TREETOP PRODUCTS CONSOLIT	224.04	CAROLE GERNES
9/15/2023	9/18/2023	QUADIENT INC ORACLE	24.70	ALEX GERONSIN
9/22/2023	9/22/2023	AMZN MKTP US*TX15W6H81	17.98	ALEX GERONSIN
9/12/2023	9/13/2023	ASPEN MILLS	1,209.93	MICHAEL HAGEN
9/13/2023	9/14/2023	ASPEN MILLS	234.94	MICHAEL HAGEN
9/14/2023	9/15/2023	ASPEN MILLS	80.80	MICHAEL HAGEN
9/21/2023	9/22/2023	ASPEN MILLS	143.94	MICHAEL HAGEN
9/21/2023	9/22/2023	SQ *AXE AND AWL LEATHERWO	881.00	MICHAEL HAGEN
9/14/2023	9/15/2023	JERSEY MIKES ONLINE ORDE	175.57	TIMOTHY HAWKINSON
9/11/2023	9/12/2023	CARHARTT COMPANY GEAR	129.97	TAMARA HAYS
9/11/2023	9/13/2023	MENARDS OAKDALE MN	49.16	TAMARA HAYS
9/12/2023	9/13/2023	LTG POWER EQUIPMENT	217.99	TAMARA HAYS
9/12/2023	9/14/2023	THE HOME DEPOT #2801	30.96	TAMARA HAYS
9/13/2023	9/15/2023	SAFE-FAST(MW)	449.16	TAMARA HAYS
9/18/2023	9/20/2023	THE HOME DEPOT #2801	59.47	TAMARA HAYS
9/11/2023	9/12/2023	AMAZON.COM*TR0D428Q2	25.00	LINDSAY HERZOG
9/7/2023	9/11/2023	THE HOME DEPOT #2801	79.94	GARY HINNENKAMP
9/13/2023	9/15/2023	HIRSHFIELDS - 14 - MAPLEW	46.48	GARY HINNENKAMP
9/21/2023	9/22/2023	SITEONE LANDSCAPE SUPPLY,	115.00	GARY HINNENKAMP
9/21/2023	9/22/2023	SITEONE LANDSCAPE SUPPLY,	176.00	GARY HINNENKAMP
9/15/2023	9/18/2023	MN LEMA	(600.00)	MICHAEL HOEMKE
9/20/2023	9/22/2023	MENARDS 3385	59.98	JOE JENSEN
9/19/2023	9/19/2023	INT'L CODE COUNCIL INC	272.00	RANDY JOHNSON
9/20/2023	9/22/2023	MENARDS 3385	67.97	DON JONES
9/19/2023	9/19/2023	MINNESOTA STATE COLLEGES	585.00	ERIC KUBAT

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
9/12/2023	9/13/2023	GEAR WASH	316.89	MICHAEL MALESKI
9/18/2023	9/19/2023	PIONEER PRESS CIRC	14.00	MIKE MARTIN
9/9/2023	9/11/2023	THE HOME DEPOT #2801	8.87	BRAD MCGEE
9/12/2023	9/14/2023	FEDEX783616150042	42.60	BRAD MCGEE
9/12/2023	9/14/2023	FEDEX940869363799	20.39	BRAD MCGEE
9/11/2023	9/12/2023	PWW MEDIA INC	500.00	BRETT MERKATORIS
9/13/2023	9/14/2023	HARVARD BUS HBR.ORG	64.37	MICHAEL MONDOR
9/15/2023	9/18/2023	KWIK TRIP 11600011692	11.00	MICHAEL MONDOR
9/20/2023	9/21/2023	SQ *IMPRESSION SIGNS AND	405.00	MICHAEL MONDOR
9/13/2023	9/14/2023	CINTAS CORP	159.83	BRYAN NAGEL
9/13/2023	9/14/2023	CINTAS CORP	14.85	BRYAN NAGEL
9/13/2023	9/14/2023	CINTAS CORP	9.30	BRYAN NAGEL
9/13/2023	9/14/2023	CINTAS CORP	39.98	BRYAN NAGEL
9/16/2023	9/18/2023	CINTAS CORP	124.96	BRYAN NAGEL
9/16/2023	9/18/2023	CINTAS CORP	286.01	BRYAN NAGEL
9/19/2023	9/20/2023	SQ *MINNESOTA FALL MAINT	240.00	BRYAN NAGEL
9/19/2023	9/20/2023	SQ *MINNESOTA FALL MAINT	30.00	BRYAN NAGEL
9/20/2023	9/21/2023	CINTAS CORP	82.83	BRYAN NAGEL
9/20/2023	9/21/2023	CINTAS CORP	59.18	BRYAN NAGEL
9/20/2023	9/21/2023	CINTAS CORP	9.30	BRYAN NAGEL
9/20/2023	9/21/2023	CINTAS CORP	14.85	BRYAN NAGEL
9/16/2023	9/18/2023	THE HOME DEPOT #2801	31.30	KEN NIELSEN
9/18/2023	9/19/2023	NFSA	50.00	JERRY NOVAK
9/20/2023	9/20/2023	GIH*GLOBALINDUSTRIALEQ	329.01	JERRY NOVAK
9/20/2023	9/20/2023	GIH*GLOBALINDUSTRIALEQ	304.99	JERRY NOVAK
9/13/2023	9/13/2023	COVERTTRACK GROUP INC	1,200.00	MICHAEL NYE
9/11/2023	9/13/2023	THE HOME DEPOT #2801	109.94	JORDAN ORE
9/13/2023	9/15/2023	THE HOME DEPOT #2801	61.38	JORDAN ORE
9/8/2023	9/11/2023	FACTORY MOTOR PARTS (19)	3.52	STEVEN PRIEM
9/8/2023	9/11/2023	FACTORY MOTOR PARTS (19)	3.52	STEVEN PRIEM
9/11/2023	9/12/2023	KREMER SERVICES	4,421.13	STEVEN PRIEM
9/12/2023	9/13/2023	ACME TOOLS PLYMOUTH	30.68	STEVEN PRIEM
9/13/2023	9/14/2023	FACTORY MOTOR PARTS (19)	9.84	STEVEN PRIEM
9/13/2023	9/14/2023	FACTORY MOTOR PARTS (19)	7.10	STEVEN PRIEM
9/13/2023	9/14/2023	FACTORY MOTOR PARTS (19)	3.52	STEVEN PRIEM
9/14/2023	9/15/2023	EMERGENCY AUTO TECH	109.90	STEVEN PRIEM
9/14/2023	9/15/2023	AN FORD WHITE BEAR LAK	266.00	STEVEN PRIEM
9/14/2023	9/18/2023	AN FORD WHITE BEAR LAK	179.96	STEVEN PRIEM
9/18/2023	9/19/2023	BARNETT AUTO GROUP	36.27	STEVEN PRIEM
9/19/2023	9/20/2023	FACTORY MOTOR PARTS (19)	293.41	STEVEN PRIEM
9/19/2023	9/20/2023	FACTORY MOTOR PARTS (19)	7.04	STEVEN PRIEM
9/19/2023	9/21/2023	ZARNOTH BRUSH WORKS INC	3,644.80	STEVEN PRIEM
9/20/2023	9/21/2023	POMPS TIRE 021	777.54	STEVEN PRIEM
9/20/2023	9/21/2023	POMPS TIRE 021	948.00	STEVEN PRIEM
9/20/2023	9/21/2023	AN FORD WHITE BEAR LAK	804.35	STEVEN PRIEM
9/20/2023	9/21/2023	METRO PRODUCTS INC	78.28	STEVEN PRIEM

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
9/20/2023	9/21/2023	FACTORY MOTOR PARTS (19)	28.16	STEVEN PRIEM
9/21/2023	9/22/2023	ALTEC INDUSTRIES, INC	(1,453.53)	STEVEN PRIEM
9/21/2023	9/22/2023	FACTORY MOTOR PARTS (19)	192.90	STEVEN PRIEM
9/20/2023	9/21/2023	AMZN MKTP US*TX3RW3001	139.14	MICHAEL RENNER
9/11/2023	9/12/2023	SQ *MINNESOTA FALL MAINT	180.00	AUDRA ROBBINS
9/13/2023	9/14/2023	CINTAS CORP	85.36	AUDRA ROBBINS
9/13/2023	9/15/2023	ON SITE SANITATION INC	284.00	AUDRA ROBBINS
9/14/2023	9/15/2023	EVEREST EMERGENCY VEHICLE	208.86	RYAN SCHROEDER
9/20/2023	9/21/2023	SQ *MINNESOTA FALL MAINT	60.00	SCOTT SCHULTZ
9/20/2023	9/21/2023	SQ *MINNESOTA FALL MAINT	150.00	SCOTT SCHULTZ
9/8/2023	9/11/2023	ODP BUS SOL LLC # 106877	7.98	STEPHANIE SHEA
9/8/2023	9/11/2023	ODP BUS SOL LLC # 101090	125.82	STEPHANIE SHEA
9/9/2023	9/11/2023	CINTAS CORP	83.10	STEPHANIE SHEA
9/11/2023	9/12/2023	STREICHER'S MO	2,638.64	STEPHANIE SHEA
9/14/2023	9/15/2023	GALLS	988.89	STEPHANIE SHEA
9/15/2023	9/18/2023	N-EAR	164.99	STEPHANIE SHEA
9/15/2023	9/18/2023	N-EAR	164.99	STEPHANIE SHEA
9/20/2023	9/21/2023	GALLS	866.26	STEPHANIE SHEA
9/21/2023	9/22/2023	N-EAR	164.99	STEPHANIE SHEA
9/20/2023	9/21/2023	STATE HISTORIC PRESERVATI	125.00	JOE SHEERAN
9/20/2023	9/21/2023	STATE HISTORIC PRESERVATI	125.00	JOE SHEERAN
9/15/2023	9/18/2023	AMZN MKTP US	(27.00)	KAYLA SPANDE
9/15/2023	9/18/2023	MICHAELS STORES 2744	5.94	KAYLA SPANDE
9/20/2023	9/21/2023	HY-VEE MAPLEWOOD 1402	10.88	KAYLA SPANDE
9/20/2023	9/21/2023	AMZN MKTP US*T16UQ5CB2	44.19	KAYLA SPANDE
9/21/2023	9/21/2023	SQ *ST PAUL BAGELRY ROSEV	53.49	KAYLA SPANDE
9/14/2023	9/15/2023	AN FORD WHITE BEAR LAK	227.50	JOSEPH STEINER
9/21/2023	9/22/2023	MISTER CAR WASH #452 -	45.10	JOSEPH STEINER
9/19/2023	9/21/2023	THE HOME DEPOT #2801	17.82	KAL STOKES
9/20/2023	9/20/2023	SP SAFARILAND	91.78	BRIAN TAUZELL
9/12/2023	9/13/2023	DIVISION STREET FUELS ARC	114.06	TODD TEVLIN
9/10/2023	9/12/2023	OFFICEMAX/DEPOT 6164	15.19	JORDAN WARDELL
9/11/2023	9/12/2023	TRI-STATE BOBCAT	289.03	MATT WOEHRLE
9/7/2023	9/11/2023	MENARDS 3385	1.87	BOON XIONG
9/7/2023	9/11/2023	AN FORD WHITE BEAR LAK	21.51	BOON XIONG
9/8/2023	9/11/2023	KENS AUTO REPAIR LLC	475.68	BOON XIONG
9/8/2023	9/11/2023	NUSS TRUCK & EQUIPMENT	146.70	BOON XIONG
9/8/2023	9/11/2023	MIDWAY FORD	71.30	BOON XIONG
9/8/2023	9/11/2023	TRI-STATE BOBCAT	130.21	BOON XIONG
9/11/2023	9/12/2023	TURFWERKS - DAVIS EQUIP	465.52	BOON XIONG
9/11/2023	9/13/2023	AN FORD WHITE BEAR LAK	109.91	BOON XIONG
9/12/2023	9/13/2023	TRI-STATE BOBCAT	81.40	BOON XIONG
9/12/2023	9/14/2023	AN FORD WHITE BEAR LAK	117.64	BOON XIONG
9/18/2023	9/20/2023	AN FORD WHITE BEAR LAK	146.92	BOON XIONG
			<u>\$49,797.07</u>	

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
9/29/2023	10/2/2023	SAFE-FAST(MW)	28.14	DAVE ADAMS
9/25/2023	9/26/2023	AMZN MKTP US*TX02V2YP1	149.21	CHAD BERGO
9/26/2023	9/27/2023	SMARTPRESS.COM	350.46	CHAD BERGO
10/2/2023	10/3/2023	SMARTPRESS.COM	(24.07)	CHAD BERGO
9/27/2023	9/28/2023	NAPA STORE 3279016	44.94	TROY BRINK
9/27/2023	9/28/2023	SHARROW LIFTING PRODUCTS	456.58	TROY BRINK
9/27/2023	9/29/2023	THE HOME DEPOT #2801	20.91	TROY BRINK
10/3/2023	10/4/2023	SHARROW LIFTING PRODUCTS	184.85	TROY BRINK
10/3/2023	10/5/2023	THE HOME DEPOT #2801	14.07	TROY BRINK
9/25/2023	9/26/2023	HY-VEE MAPLEWOOD 1402	34.98	DANIEL BUSACK
9/25/2023	9/27/2023	CARIBOU COFFEE CO #1197	38.63	DANIEL BUSACK
10/2/2023	10/3/2023	IN *BRODIN STUDIOS, INC.	495.54	DANIEL BUSACK
10/4/2023	10/5/2023	GRAFIX SHOPPE	55.00	DANIEL BUSACK
9/21/2023	9/25/2023	STATE SUPPLY COMPANY IN	732.26	SCOTT CHRISTENSON
9/21/2023	9/25/2023	THE HOME DEPOT #2801	149.00	SCOTT CHRISTENSON
9/22/2023	9/25/2023	THE HOME DEPOT #2801	14.14	SCOTT CHRISTENSON
9/26/2023	9/27/2023	STATE SUPPLY COMPANY IN	(477.40)	SCOTT CHRISTENSON
9/26/2023	10/4/2023	TWIN CITY FILTER SERVICE	109.12	SCOTT CHRISTENSON
9/28/2023	9/29/2023	THE TRANE COMPANY	851.00	SCOTT CHRISTENSON
9/28/2023	10/2/2023	DALCO ENTERPRISES	2,220.35	SCOTT CHRISTENSON
9/25/2023	9/26/2023	WWW.BANNERBUZZ.COM	273.86	BRAD DAVISON
9/27/2023	9/29/2023	MENARDS 3385	76.28	BRAD DAVISON
9/27/2023	9/29/2023	THE HOME DEPOT #2801	19.92	BRAD DAVISON
10/3/2023	10/4/2023	MN DVS WHT BRLK127698 FEE	0.92	BRAD DAVISON
10/3/2023	10/4/2023	MN DVS WHT BR LK 127 698	43.00	BRAD DAVISON
10/3/2023	10/4/2023	COSTCO WHSE #1021	596.74	BRAD DAVISON
10/5/2023	10/6/2023	CUB FOODS #1599	20.37	BRAD DAVISON
9/27/2023	10/2/2023	DALCO ENTERPRISES	904.24	TOM DOUGLASS
10/2/2023	10/3/2023	AMAZON.COM*T900M99B2	30.14	TOM DOUGLASS
9/22/2023	9/25/2023	SQ *NATIONAL TACTICAL OFF	50.00	MICHAEL DUGAS
9/22/2023	9/25/2023	ODP BUS SOL LLC # 101090	562.44	CHRISTINE EVANS
9/23/2023	9/25/2023	DLT SOLUTIONS	4,704.75	MYCHAL FOWLDS
9/27/2023	9/28/2023	BESTBUYCOM806797135218	1,049.97	MYCHAL FOWLDS
9/29/2023	10/2/2023	COMCAST CABLE COMM	16.03	MYCHAL FOWLDS
10/1/2023	10/2/2023	VZWLSS*APOCC VISB	6,486.93	MYCHAL FOWLDS
10/4/2023	10/5/2023	COMCAST BUSINESS	413.00	MYCHAL FOWLDS
9/24/2023	9/25/2023	OREILLYMEDIAPLATFORM	399.00	NICK FRANZEN
9/25/2023	9/26/2023	SOLARWINDS	1,271.32	NICK FRANZEN
9/26/2023	9/27/2023	SOLARWINDS	(87.32)	NICK FRANZEN
9/29/2023	10/2/2023	ZOHO-ANALYTICS	1,380.00	NICK FRANZEN
10/5/2023	10/6/2023	AMZN MKTP US*T90PZ0II0	36.50	NICK FRANZEN
10/5/2023	10/6/2023	AMZN MKTP US*T94R32PO1	73.00	NICK FRANZEN
9/22/2023	9/25/2023	AMZN MKTP US*TX5V718B1	84.22	TONY GABRIEL
9/22/2023	9/25/2023	COSTCO WHSE #1021	222.16	TONY GABRIEL
9/25/2023	9/26/2023	COSTCO WHSE #1021	209.27	TONY GABRIEL

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
10/2/2023	10/3/2023	COSTCO WHSE #1021	190.64	TONY GABRIEL
10/3/2023	10/4/2023	AMZN MKTP US*T977J94J1	19.10	TONY GABRIEL
10/3/2023	10/4/2023	COSTCO WHSE #1021	211.22	TONY GABRIEL
10/4/2023	10/4/2023	AMZN MKTP US*TE6GU34P2	175.67	TONY GABRIEL
10/5/2023	10/5/2023	AMZN MKTP US*TE7NJ4NV2	97.61	TONY GABRIEL
9/22/2023	9/25/2023	TREETOP PRODUCTS LLC	822.26	CAROLE GERNES
9/30/2023	10/2/2023	AMZN MKTP US*T975E8HZ2	53.00	ALEX GERONSIN
9/29/2023	10/2/2023	ASPEN MILLS	179.85	MICHAEL HAGEN
10/1/2023	10/2/2023	AIRGAS - NORTH	48.92	MICHAEL HAGEN
10/1/2023	10/2/2023	AIRGAS - NORTH	133.61	MICHAEL HAGEN
10/1/2023	10/2/2023	AIRGAS - NORTH	314.56	MICHAEL HAGEN
10/4/2023	10/5/2023	AIRGAS - NORTH	144.13	MICHAEL HAGEN
10/4/2023	10/5/2023	AIRGAS - NORTH	266.95	MICHAEL HAGEN
10/4/2023	10/5/2023	AIRGAS - NORTH	517.86	MICHAEL HAGEN
9/24/2023	9/25/2023	CARHARTT COMPANY GEAR	(69.98)	TAMARA HAYS
9/26/2023	9/27/2023	FRATTALLONES - WOODBURY	25.99	TAMARA HAYS
10/2/2023	10/3/2023	SITEONE LANDSCAPE SUPPLY,	115.00	TAMARA HAYS
10/2/2023	10/3/2023	SITEONE LANDSCAPE SUPPLY,	91.50	TAMARA HAYS
10/2/2023	10/3/2023	SITEONE LANDSCAPE SUPPLY,	132.00	TAMARA HAYS
10/2/2023	10/3/2023	DT *DULUTH TRADING CO	111.30	TAMARA HAYS
10/3/2023	10/4/2023	SITEONE LANDSCAPE SUPPLY,	132.75	TAMARA HAYS
10/4/2023	10/5/2023	DT *DULUTH TRADING CO	60.99	TAMARA HAYS
9/29/2023	10/2/2023	4IMPRINT, INC	485.34	LINDSAY HERZOG
9/27/2023	9/28/2023	SITEONE LANDSCAPE SUPPLY,	86.25	GARY HINNENKAMP
9/29/2023	10/2/2023	THE HOME DEPOT #2801	42.33	GARY HINNENKAMP
9/22/2023	9/25/2023	BLAUER MANUFACTURING	444.98	MICHAEL HOEMKE
9/26/2023	9/28/2023	FSP*ALEXANDRIA ARROWWOOD	408.63	CARL JACOBSON
9/25/2023	9/26/2023	AMZN MKTP US*T181359E2	91.62	MEGHAN JANASZAK
9/26/2023	9/26/2023	AMZN MKTP US*T15117RD2	57.05	MEGHAN JANASZAK
9/27/2023	9/29/2023	SAFE-FAST(MW)	64.65	TIM JORDAN
9/30/2023	10/2/2023	STERICYCLE INC/SHRED-IT	81.35	LOIS KNUTSON
10/5/2023	10/6/2023	CUB FOODS #1599	20.97	LOIS KNUTSON
9/22/2023	9/25/2023	HY-VEE MAPLEWOOD FFE 5402	60.92	BRAD MCGEE
9/25/2023	9/27/2023	MINNESOTA STATE FIRE CHIE	60.00	BRAD MCGEE
9/29/2023	10/2/2023	AMERICAN HEART SHOPCPR	34.00	BRAD MCGEE
9/30/2023	10/2/2023	THE HOME DEPOT #2801	56.90	BRAD MCGEE
9/29/2023	10/2/2023	TRI-STATE BOBCAT	15.38	JASON MLODZIK
9/27/2023	9/29/2023	REDS SAVOY PIZZA - 010	248.04	MICHAEL MONDOR
10/3/2023	10/4/2023	CMS MEDICARE APPLIC FEE	688.00	MICHAEL MONDOR
10/4/2023	10/5/2023	PAPA JOHN'S #1838	82.68	MICHAEL MONDOR
9/23/2023	9/25/2023	CINTAS CORP	60.06	BRYAN NAGEL
9/23/2023	9/25/2023	CINTAS CORP	82.94	BRYAN NAGEL
9/27/2023	9/28/2023	CINTAS CORP	9.30	BRYAN NAGEL
9/27/2023	9/28/2023	CINTAS CORP	82.83	BRYAN NAGEL
9/27/2023	9/28/2023	CINTAS CORP	39.98	BRYAN NAGEL

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
9/27/2023	9/28/2023	CINTAS CORP	14.85	BRYAN NAGEL
9/21/2023	9/25/2023	MINNESOTA STATE FIRE CHIE	60.00	JERRY NOVAK
9/21/2023	9/25/2023	MINNESOTA STATE FIRE CHIE	350.00	JERRY NOVAK
9/29/2023	10/2/2023	MENARDS 3385	41.86	JERRY NOVAK
10/3/2023	10/3/2023	GIH*GLOBALINDUSTRIALEQ	(329.01)	JERRY NOVAK
9/25/2023	9/27/2023	BOUND TREE MEDICAL LLC	75.74	KENNETH POWERS
10/5/2023	10/6/2023	LIFE ASSIST INC	641.44	KENNETH POWERS
9/26/2023	9/27/2023	FACTORY MOTOR PARTS (232	126.30	STEVEN PRIEM
9/26/2023	9/27/2023	FACTORY MOTOR PARTS (232	8.32	STEVEN PRIEM
9/26/2023	9/27/2023	FACTORY MOTOR PARTS (19)	3.52	STEVEN PRIEM
9/26/2023	9/27/2023	FACTORY MOTOR PARTS (70)	1,204.00	STEVEN PRIEM
10/2/2023	10/3/2023	PROFESSIONAL WIRELESS	2,206.66	STEVEN PRIEM
10/2/2023	10/4/2023	ZAHL-PETROLEUM MAINTEN	993.00	STEVEN PRIEM
10/4/2023	10/5/2023	TOWMASTER	589.09	STEVEN PRIEM
10/4/2023	10/5/2023	DELEGARD TOOL COMPANY	122.16	STEVEN PRIEM
10/4/2023	10/5/2023	FACTORY MOTOR PARTS (19)	19.08	STEVEN PRIEM
10/4/2023	10/5/2023	FACTORY MOTOR PARTS (19)	32.32	STEVEN PRIEM
10/4/2023	10/5/2023	FACTORY MOTOR PARTS (19)	56.80	STEVEN PRIEM
10/4/2023	10/6/2023	AN FORD WHITE BEAR LAK	111.56	STEVEN PRIEM
10/4/2023	10/6/2023	MINNESOTA OCCUPATIONAL	431.00	TERRIE RAMEAUX
10/4/2023	10/6/2023	MINNESOTA OCCUPATIONAL	1,132.88	TERRIE RAMEAUX
9/21/2023	9/25/2023	ON SITE SANITATION INC	94.00	AUDRA ROBBINS
9/23/2023	9/25/2023	ULINE *SHIP SUPPLIES	358.18	AUDRA ROBBINS
9/26/2023	9/26/2023	ULINE *SHIP SUPPLIES	149.16	AUDRA ROBBINS
9/26/2023	9/27/2023	CINTAS CORP	52.52	AUDRA ROBBINS
9/27/2023	9/27/2023	ULINE *SHIP SUPPLIES	(149.16)	AUDRA ROBBINS
9/27/2023	9/28/2023	CINTAS CORP	85.36	AUDRA ROBBINS
9/29/2023	10/2/2023	ON SITE SANITATION INC	2,893.00	AUDRA ROBBINS
9/26/2023	9/28/2023	FSP*ALEXANDRIA ARROWWOOD	408.63	JOSEPH RUEB
9/26/2023	9/28/2023	CLARION SUBSCRIPTIONS	19.00	RYAN SCHROEDER
10/3/2023	10/5/2023	KWIK TRIP 11600011692	7.99	RYAN SCHROEDER
9/22/2023	9/25/2023	N-EAR	144.99	STEPHANIE SHEA
9/25/2023	9/26/2023	THOMSON WEST*TCD	667.32	STEPHANIE SHEA
9/26/2023	9/27/2023	STATE OF MN POST BOARD	90.00	STEPHANIE SHEA
9/26/2023	9/27/2023	POST BOARD SERVICE FEE	1.94	STEPHANIE SHEA
9/29/2023	10/2/2023	N-EAR	(149.99)	STEPHANIE SHEA
10/3/2023	10/4/2023	CINTAS CORP	249.30	STEPHANIE SHEA
10/4/2023	10/5/2023	CUB FOODS #1599	21.64	STEPHANIE SHEA
10/4/2023	10/5/2023	GALLS	1,075.72	STEPHANIE SHEA
10/4/2023	10/5/2023	MICHAELS STORES 2744	179.70	STEPHANIE SHEA
10/5/2023	10/6/2023	CINTAS CORP	83.87	STEPHANIE SHEA
9/29/2023	10/2/2023	HILTON GARDEN INN MANKATO	167.43	JOE SHEERAN
9/29/2023	10/2/2023	HILTON GARDEN INN MANKATO	334.86	JOE SHEERAN
10/2/2023	10/3/2023	CIVICPLUS	450.00	ANDREA SINDT
9/22/2023	9/25/2023	AMZN MKTP US*TX0KH3841	8.39	KAYLA SPANDE

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
9/22/2023	9/25/2023	AMZN MKTP US*T10XG6P52	23.38	KAYLA SPANDE
9/25/2023	9/25/2023	AMZN MKTP US*T17VT62G2	5.18	KAYLA SPANDE
9/25/2023	9/28/2023	DALCO ENTERPRISES	514.73	KAYLA SPANDE
9/26/2023	9/26/2023	AMZN MKTP US*T18MH1W22	97.16	KAYLA SPANDE
10/2/2023	10/3/2023	CINTAS CORP	240.05	KAYLA SPANDE
10/3/2023	10/4/2023	AMAZON.COM*T905L66Q0	24.51	KAYLA SPANDE
10/4/2023	10/5/2023	AMAZON.COM*T91TJ32P0	14.98	KAYLA SPANDE
10/4/2023	10/5/2023	PAPA JOHN'S #1838	42.95	KAYLA SPANDE
10/5/2023	10/6/2023	THE WEBSTAUANT STORE INC	75.85	KAYLA SPANDE
10/5/2023	10/6/2023	SUNCTRYAIR B31LVV	45.00	JOSEPH STEINER
9/28/2023	9/29/2023	AN FORD WHITE BEAR LAK	248.56	MATT WOHRLE
9/25/2023	9/26/2023	FASTENAL COMPANY 01MNT11	40.65	BOON XIONG
9/25/2023	9/27/2023	NUSS TRUCK & EQUIPMENT	517.51	BOON XIONG
9/26/2023	9/28/2023	MENARDS 3385	6.43	BOON XIONG
10/2/2023	10/5/2023	AN FORD WHITE BEAR LAK	227.46	BOON XIONG
10/3/2023	10/4/2023	TRI-STATE BOBCAT	76.08	BOON XIONG
10/4/2023	10/5/2023	TRI-STATE BOBCAT	49.79	BOON XIONG
9/25/2023	9/26/2023	LIFE ASSIST INC	1,858.31	ERIC ZAPPA
9/25/2023	9/27/2023	BOUND TREE MEDICAL LLC	377.74	ERIC ZAPPA
			<u>50,985.32</u>	

CITY COUNCIL STAFF REPORT
Meeting Date October 23, 2023

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Joe Rueb, Finance Director
PRESENTER: Joe Rueb, Finance Director
AGENDA ITEM: Allocation of 2022 General Fund Surplus

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The General Fund carried over \$2.5M in reserves not designated for cash flow. The reserves were a carryover from fiscal year 2022, and will not be required as a potential funding source for new projects. The City Council has discretion over these funds and can allocate the excess fund balance, as deemed appropriate. Fund balance requirements increase with inflation over time; therefore, it is prudent to consider allocating less than the amount available.

Recommended Action:

Motion to adopt the Resolution Allocating \$1,150,000 in General Fund Surplus.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is N/A
 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: N/A

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The surplus allocations will affect most areas of the strategic plan, especially asset management.

Background

Staff has submitted a list of General Fund allocation recommendations for consideration by the City Council. This report reflects those recommendations. An allocation was delayed due to a market value adjustment of the investment portfolio that has since been resolved in the market. The recommendations are based on areas of need from a long-term financial perspective. The next page includes extensive detail of the recommendations.

The City Council and staff will evaluate the General Fund surplus on an annual basis.

Recommendations for Allocations

- | | | |
|---|--|---------------------------|
| 1. Parks Fund | | \$300,000 |
| | The Parks Department is planning on upgrading Goodrich Park in the next two years. The established financing source in the CIP is debt issuance. This allocation, coupled with park dedication fees, will allow the Parks Department to complete this project without borrowing. | |
| 2. Parks Fund – Environment and Climate Adaptation Plans | | \$45,000 |
| | The City does not have a dedicated funding source for environmental initiatives. The Environment/Natural Resources Commission has requested funding to study how the City can be more proactive with environmental and climate adaptation initiatives. This allocation will allow the City to move forward with the planning process by hiring a consultant to help develop the plans. These funds will be spent in 2024. | |
| 3. Building Fund | | \$200,000 |
| | The City levies \$300,000 per year in property taxes for the Building Fund to finance repair and maintenance projects for existing buildings. The fund received \$250,000 from a previous surplus allocation. Existing funding levels make it difficult to adequately maintain the buildings and fund large projects. A one-time allocation of \$200,000 to this fund will provide flexibility and allow for completion of deferred projects. The five-year CIP includes over \$1M in projects, with no consideration for contingencies. | |
| 4. MCC Capital Fund | | \$150,000 |
| | Capital needs at the Maplewood Community Center are financed through a tax levy, which provides funding for that year. However, the roof has been identified as a replacement project for the near future, at a cost approaching \$1M. The City will need to raise its annual levy to finance this project. This one-time allocation will alleviate a portion of the tax burden. | |
| 5. Information Technology Fund | | \$355,000 |
| | The IT Fund is an internal services fund that finances technology operations and equipment through internal user charges. The City's financial software is 22 years old and needs an upgrade to obtain better operational efficiency. The software is subscription based and will be financed through user charges in the future. This allocation will pay for the initial purchase and implementation costs of the upgraded financial package as well as updated equipment in the Maplewood Room. | |
| 6. Fleet Fund | | \$100,000 |
| | The Fleet Fund accounts for the purchase of public works vehicles and equipment. Funding comes from internal services charges from the General Fund and the Utility Funds, supported by a tax levy and utility revenues. The annual requirement is approximately \$600,000 for fleet replacement. Due to continually rising equipment costs, it is difficult to maintain adequate cash flow. An increase of 10% per year in service charges is required for the 2023-2027 CIP period to fund equipment needs. This one-time allocation will mitigate the need for increases to the tax levy and ensure a sustainable fund balance. | |
| | TOTAL ALLOCATIONS | <u>\$1,150,000</u> |

Attachments

1. Resolution Allocating \$1,150,000 of General Fund Surplus

CITY OF MAPLEWOOD

RESOLUTION NO. xxxxx

RESOLUTION ALLOCATING \$1,150,000 OF GENERAL FUND SURPLUS

WHEREAS, the City of Maplewood has a comprehensive set of financial policies, including a Reserves Policy; and

WHEREAS, the purpose of the Reserves Policy is to provide financial stability through the maintenance of reserve funds for unanticipated expenditures or unforeseen emergencies, and to provide adequate working capital for current operating needs to avoid short-term borrowing; and

WHEREAS, in establishing an appropriate fund balance (reserves), the City needs to consider the demands of cash flow, capital asset purchases, need for emergency reserves, ability to manage fluctuations of major revenue sources, credit ratings, and long-term fiscal health; and

WHEREAS, the City's Reserves Policy requires an unassigned fund balance in the General Fund at a minimum of 41.67%, with a desired level of 50%, of annual General Fund operating expenditures; and

WHEREAS, the City's General Fund unassigned reserves exceed the 50% desired level of operating expenditures; and

WHEREAS, City staff have reviewed areas of need from a long-term financial management perspective.

THEREFORE, BE IT RESOLVED that the Maplewood City Council allocates \$1,150,000 in General Fund surplus unassigned reserves as follows:

Parks Fund	\$ 300,000
Parks Fund for Environmental	\$ 45,000
Building Fund	\$ 200,000
MCC Capital Fund	\$ 150,000
Information Technology Fund	\$ 355,000
Fleet Fund	<u>\$ 100,000</u>
Total Allocation	<u>\$1,150,000</u>

BE IT FURTHER RESOLVED that authorization be given to the Finance Director to make the accounting entries necessary to transfer the funds.

CITY COUNCIL STAFF REPORT

Meeting Date October 23, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Brian Bierdeman, Public Safety Director

PRESENTER: Brian Bierdeman, Public Safety Director

AGENDA ITEM: 2023 – 2025 School Resource Officer Agreement with Independent School District 622

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

City Council approval is requested to sign the contract with Independent School District 622 to provide School Resource Officer services for the next two years.

Recommended Action:

Motion to approve the 2023 – 2025 School Resource Officer Agreement with Independent School District 622.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$216,370.00

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: N/A

Strategic Plan Relevance:

Community Inclusiveness Financial & Asset Mgmt Environmental Stewardship
 Integrated Communication Operational Effectiveness Targeted Redevelopment

City Council approval is required to sign the agreement.

Background:

For the past several decades, the Maplewood Police Department has provided School Resource Officer services to Independent School District 622. The school district in return has paid the City of Maplewood part of the salary costs for the officer assigned to this position. The city is responsible to pay the officer's salary, benefits and training costs, and the school district will contribute \$104,407.00 in the 2023-2024 school year and \$111,963.00 in the 2024-2025 school year for a total contribution of \$216,370.00.

Attachments:

1. 2023 - 2025 School Resource Officer Agreement with Independent School District 622



School District 622

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SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (the "Agreement") dated October 11, 2023 is by and between the City of Maplewood and Independent School District 622.

RECITALS

WHEREAS, the School District and the City are both corporate bodies politic under the Laws of the State of Minnesota: and

WHEREAS, both the City and District desire to enter this agreement for the provision of law enforcement services by Maplewood to the District: and

WHEREAS, this Agreement is authorized and provided for by Minnesota Statutes 471.59.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

1. Purpose

The City and School District will collaborate on law enforcement services provided by a School Resource Officer. Both the City and School District have determined that the law enforcement provided by the SRO is beneficial to school and community safety and promotes collaboration between the City, District, parents and students. This Agreement is intended, in part, to set forth the terms and conditions, to create, fund, and implement the position of a police School Resource Officer ("SRO").

The SRO reports to Maplewood designated Police Supervisor in collaboration with school administrators.

2. Job Duties

The SRO will work towards carrying out the mission of the Maplewood Police Department within the school community as per the City's job description. The SRO will act in their capacity and authority as a Police Officer for the City of Maplewood Police Department to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.



School District 622

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3. Funding-SRO Program

The City is responsible for hiring the SRO and paying his or her salary- benefits and training costs and the District will contribute \$104,407 in the 2023-24 school year (prorated; beginning November 1, 2023) and \$111,963 in the 2024-25 school year to the city for those costs. Overtime for special events may be required for the safety of students, staff, and visitors to School District facilities. Overtime payment is addressed in section twelve.

4. Services

- a. The City shall provide the services of one primary police officer to assist the School District. The School District agrees to provide adequate office space, telephone access, computer and printer for use by the SRO(s). The SRO will be on duty during regular school hours in the school district during all student contact days and also comply with the City of Maplewood job description. While on duty with the school district, the SRO is primarily engaged in school district services; however, the Police Chief has the authority to redeploy the SRO should a specific emergency or public safety necessity require such deployment. The SRO will respond to calls in all Maplewood 622 schools, but will be primarily stationed at one Maplewood school in the city.
- b. Selection of SRO. The City will assign someone who already is currently employed by the City to the SRO position and the District will provide input on the assignment with the Chief having final authority to select the SRO. The City of Maplewood has the authority of determining the rotation of the SRO assignment.
- c. Dress Code: The SRO may wear Police Department issued uniform or civilian clothing attire in compliance with the Police Department Uniforms and Appearance Policy.

5. Performance Issues

The School District shall promptly report to the Chief of Police any issues or concerns it has regarding the assigned officer's work performance. The School District may also provide annual input to the Chief of Police regarding the officer's work performance.

6. Incidents

Incidents occurring on or about school premises that require police intervention should be primarily investigated by the SRO. The assigned and/or participating officer shall prepare



School District 622

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customary police incident report(s) and perform investigations in accord with Maplewood Police Department Policy and Procedure.

7. School Discipline Rules

The SRO shall not enforce any school disciplinary rules or policies.

8. Coordinating Representatives

Representatives of the City, the Police Department and School District will meet as necessary to discuss, coordinate and recommend revisions, if necessary, to the SRO services/agreement.

9. Payment

The City shall provide billing statements to the School district for services provided herein on a semi-annual basis on June 30 and January 1 of each year. Such statements will be due and payable by the School District to the City no more than thirty (30) days after receipt of the same. The billing to the School district shall be done so in arrears of service provision (January billing shall cover the immediately preceding period of July 1 through December 31).

10. Term

This Agreement shall commence on the 1st day of November 2023, and shall end on the 31st day of August 2025.

11. Independent Contractor

The City, through its Chief of Police, will remain free to exercise judgment in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due to the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform services described herein, including workers' compensation laws.

12. Scheduling

The SRO will be on duty during regular school hours in the school district all days while school is in session and also comply with the City of Maplewood job description. During non-student



School District 622

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contact days during the school year and during the summer months, the Chief of Police will determine the SRO's schedule.

Overtime:

As requested by the school district with the approval of the Chief of Police and/or his/her Designee, the SRO is authorized to work special events (prom, homecoming, school dances, special athletic events, graduation, etc.), attend meetings, or complete investigations outside of the regular schedule to promote public safety and enhance safety for students, staff and visitors. Recognizing the joint nature of the SRO program, and the desire to provide the School District with a fixed cost of the SRO program, the City shall invoice the School District up to 30 hours of special event overtime at a flat rate of \$75 per hour to offset overtime expenditures that stem from the school-based assignment of the SRO. Any additional overtime needed would be the responsibility of the individual school organization to cover the costs. Scheduling of police coverage for special events will be completed between the police department and the Athletic/Activities Director at the respective school.

13. Roles and Expectations

The SRO will:

- a. develop strong and supportive relationships with students, staff, and the community.
- b. conduct recurring security checks of the campus and make recommendations to the School Administrator.
- c. follow the MN State Laws and Maplewood Police Department Policies on Use of Force in the event it becomes necessary. The SRO must report incidents in which he/she has used physical force or restraint to the School Administrator as soon as it is reasonably safe to do so.
- d. coordinate with the principal concerned to seek permission, guidance, and advise prior to implementing any programs or school activities within the school environment.
- e. may attend and participate in formal and informal School District and building training related to school safety, racial bias, and inclusion with prior approval from the Maplewood Police Department.
- f. comply with (1) North St. Paul, Maplewood Oakdale School District Policy 519 (Interviews of Students by Outside Agencies), (2) Minnesota State Laws, and (3) Maplewood Police Department policies and well-defined case law during the process of interviewing students on campus. Whenever feasible, the SRO is expected to notify the school principals or their designee in advance of interviewing staff or students.

14. Termination of this Agreement



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Either party may terminate this Agreement by providing written notice to the other party no less than six months prior to the effective termination date.

15. Temporary Emergency Reassignment

If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, whenever possible, the Chief of Police will inform the School District officials in advance of such action.

16. Security/Linking

The SRO(s) office will be locked and secured by a key issued only to the SRO(s). The SRO(s) will be provided a suitable computer, monitor, and printer and any other items or services necessary, at the expense of the School District, so that the SRO will have full access to the City email and network system and the School District's email and network system at all times the SRO(s) is working pursuant to this Agreement. Any additional equipment costs to be allowed by the City.

17. Indemnity and Hold Harmless

The District and the City agree that they will be responsible for their own acts and omissions and those of their officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party and the results thereof.

It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party their respective officials and employees may have under said Chapter 466 or any common-law immunity or limitation of liability all of which are hereby reserved by the District and the City.

18. Complete Agreement

It is understood and agreed that this is the entire agreement between the parties and this Agreement supersedes all oral agreements and negotiations between the parties relating to this subject matter.

19. Amendments



School District 622

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This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this Agreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.

20. Data Practices

Sharing of data will be done only pursuant to the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act. Any data shared between the two parties to this Agreement will be maintained in accordance with state and federal law. Because the City and the officer(s) are not employees of the School District, any violation of state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's action or omissions. The City shall provide reasonable data privacy training to all SRO's.

21. Discrimination

The City and School District agree not to discriminate in providing services under this Agreement on the basis of race, sex, creed, nation origin, age or religion. The parties agree not to discriminate as required by state and federal laws.

22. Interpretation

This Agreement shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the City and the School District have contributed substantially and materially to the preparation of this Agreement.

23. Construction

The headings of the sections and subsections of this Agreement are for convenience and reference only and do not form a part hereof; and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural. The plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship as co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever, excluding any agency relationship that may exist for purposes of educational data practices.

24. Parties in Interest



School District 622

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This Agreement shall be binding open upon and inure to the benefit of the parties' respective heirs, representatives, successors, and assignees. This Agreement is for the sole benefit of the City and the School District (including a permitted assignee), and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.

25. Attorney's Fees

In the event of litigation between the parties in connection with this Agreement, the prevailing party (i.e. the party whose position is substantially upheld by the court) shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement.

26. Definitions

If any date herein set forth for the performance of any obligations by the parties or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota. The term "including" shall mean including, as an example without limiting the generality of the foregoing.

27. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

28. Governing Law

This Agreement shall be construed as to both validity and performance enforcement in accordance with and governed by the laws of the State of Minnesota.

29. Heading



School District 622

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The headings contained herein are for convenience of reference only and do not affect, define, describe or limit the scope or intent of this Agreement or any of its provisions.

30. Notices

Notice to City provided for herein shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to City of Maplewood, City manager, 1830 County Road B East, Maplewood, MN 55109. Notices sent to the School District shall be sufficient if sent by the regular United State Mail, postage prepaid, addressed to ISD 622, Attention, Superintendent, 2520 East 12th Avenue, North St. Paul, MN 55109. Either party may designate to each other in writing from time to time a different address for notice.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

City of Maplewood

Marylee Abrams
Mayor

Date

Melinda Coleman
City Manager

Date

Independent School District 622

Christine Tucci-Osorio
Superintendent, ISD 622

Date

Ty Thompson
Assistant Superintendent, ISD 622

Date

CITY COUNCIL STAFF REPORT

Meeting Date October 23, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Steven Love, Public Works Director/City Engineer
Audra Robbins, Parks and Natural Resources Manager
Neil Breneman, Recreation Program Supervisor

PRESENTER: Audra Robbins, Parks and Natural Resources Manager

AGENDA ITEM: Resolution to Accept Donations for the Youth Scholarship Fund

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Accepting donation check from Mik Mart Ice Cream (\$77.02) for our youth scholarship fund. These funds are proceeds from fundraiser days.

Recommended Action:

Motion to approve the resolution accepting donation in the amount of \$77.02 from Mik Mart Ice Cream and to authorize the Finance Director to increase the Youth Scholarship Fund budget by that amount: \$77.02.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$77.02

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: Donation

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

Donation to youth scholarship fund, which helps cover cost of recreation programs for community members that are in need of financial assistance.

Background

These funds are proceeds from fundraiser days at our July and September Celebrate Summer Events in which a percentage of Mik Mart's sales are donated.

Attachments

1. Resolution Accepting Donation

**CITY OF MAPLEWOOD, MINNESOTA
RESOLUTION NO. ____**

ACCEPTANCE OF DONATION

WHEREAS the City of Maplewood and the Parks and Natural Resources Department has received donations of \$77.02 in support of the department;

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

Adopted this 23th day of October, 2023.

Marylee Abrams, Mayor

ATTEST:

Andrea Sindt, City Clerk

CITY COUNCIL STAFF REPORT
Meeting Date October 23, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Steven Love, Public Works Director/City Engineer
Audra Robbins, Parks and Recreation Manager

PRESENTER: Audra Robbins, Parks and Recreation Manager

AGENDA ITEM: Sunset Ridge Park Playground Replacement

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

As part of the Parks System Master Plan implementation, staff is proposing to replace the playground at Sunset Ridge Park. This replacement will be funded through the Park Improvement Fund with a not to exceed budget amount of \$130,000. Staff is recommending using Northland Recreation/Little Tikes for this project and purchasing directly off of the State Purchasing Contract.

Recommended Action:

Motion to approve the replacement of the Sunset Ridge Park Playground and authorize the City Manager and the Mayor to enter into a contract with Northland Recreation/Little Tikes (State Contract #030117-LTS) with a not to exceed budget of \$130,000.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$129,651.90

 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: Monies for this project are included in the
2023 CIP PM07.010 utilizing the Park Improvement Fund. Staff is asking City Council to approve this project with a not to exceed budget of \$130,000.

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The Parks System Master Plan states taking care of the existing parks system was found to be Maplewood's highest community priority. This means reinvesting in and upgrading parks and facilities.

Background

Since the adoption of the Parks System Master Plan in early 2015, staff has been working with the Parks and Recreation Commission and the City Council on an implementation plan. Some of the major outcomes of the plan were to take care of what we have and to improve upon our facilities.

Staff began working with Northland Recreation/Little Tikes through the State Purchasing Contract for the design of the playground equipment in 2023. The Parks and Recreation Commission approved the design options. At a neighborhood meeting in August, residents and park users were able to view the designs and color schemes and vote for their favorite. This input was incorporated into the final design. If approved, construction of the playground would begin in spring of 2024.

Attachments

1. Sunset Ridge Park Playground Quote



PlayPower LT Farmington, Inc.
 878 E. US Hwy 60
 Monett, MO 65708
 1-800-325-8828

Northland Recreation LLC
 10085 Bridgewater Bay
 Woodbury, MN 55129
 (651) 815-4097 (phone)
 (414) 395-8538 (fax)

Bill To:
 City of Maplewood
 1902 County Road B East
 Maplewood, MN 55109
Contact Name: Audra Robbins
Contact Phone: 651-249-2125
Contact Email:
Audra.robbins@maplewoodmn.gov

Project Name & Location:
 Sunset Ridge Park
 3020 Frank St.
 Maplewood, MN 55109

Ship To Address:
 same

Quote Date: 10/16/23
 Valid For: 30 Days

Part Number	Description	Qty	Unit Price	Total
1	Little Tikes Custom 5 – 12 Year Old Kid Builder Playstructure. See Plan for Layout and Components. Includes: Maxplay Swings and Accessible Whirl.			\$55,618.55
1	Little Tikes Custom 2 -5 Year Old Play Builder Playstructure. See Plan for Layout and Components. Includes: Calvin Apple Play Panel			\$17,315.35
240 cy	Engineered Woodfiber Resilient Surfacing			\$12,600.00
1	Installation of Above.			\$44,118.00

Totals:

Equipment List: \$ 72,933.90
 Products Subtotal: \$
 Products by Other: \$ 12,600.00
 Installation: \$ 44,118.00
 Estimated Sales Tax*: \$
 Freight: \$ included
Grand Total: \$ 129,651.90

Notes: The City of Maplewood is to remove old play equipment and safety surfacing.

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington, Inc.
P.O. 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.

Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 96.69% recycled content

This playground qualifies for 2 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204713, Dallas, TX 75320-4713, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

CITY COUNCIL STAFF REPORT
Meeting Date October 9, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Michael Mondor, Fire and EMS Chief

PRESENTER: Michael Mondor, Fire and EMS Chief

AGENDA ITEM: Professional Services Agreement with Leo A. Daly Architect for a Space Needs Assessment, Feasibility and Design for the East Metro Public Safety Training Facility

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The East Metro Public Safety Training Facility officially opened in 2016. The facility was primarily built as a fire training facility and there is a demonstrated need to allow for all public safety professions and their partners to train together.

The City of Maplewood was awarded \$75,000 of bonding money from the last legislative session to complete a space needs assessment, feasibility and design for future development of the East Metro Public Safety Training Facility with a goal of being prepared to pursue additional bonding funds to expand the site into a true public safety training facility.

The next step in the project is to retain an Architectural and Engineering Firm to complete the next phase of design.

Recommended Action:

Motion to approve the Professional Services Agreement with Leo A. Daly Architect for a Space Needs Assessment, Feasibility and Design for the East Metro Public Safety Training Facility.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$39,060 plus reimbursables.

Financing source(s): Adopted Budget Budget Modification New Revenue Source

Use of Reserves Other: State Bonding Funding

Strategic Plan Relevance:

Community Inclusiveness Financial & Asset Mgmt Environmental Stewardship

Integrated Communication Operational Effectiveness Targeted Redevelopment

The expansion of the training facility will dramatically increase operational effectiveness between law enforcement, fire, emergency medical service and other partners (i.e. embedded social workers, crisis teams, etc.)

Background:**History:**

The East Metro Public Safety Training Facility (EMPSTF) officially opened on October 9th, 2016. The facility features two training structures and a classroom and was built to address firefighter training needs in the metropolitan area primarily. The two-story house structure features an integrated fire simulation system that utilizes propane-fed fires and simulated smoke. The four-story live burn structure features a mock storefront, apartments, and four stories of live burn areas to allow for realistic firefighter training.

The EMPSTF is operated by a Joint Powers Agreement between the Cities of Maplewood, Oakdale, North Saint Paul, and Lake Elmo. Since opening in 2016, the facility has seen a steady increase in utilization. There were over 200 reservations for use in 2021, and over 330 reservations in 2022. Century College is a major facility partner and spends hundreds of hours each year training current and future firefighters from many communities around Minnesota. The facility has been utilized by communities as far north as Elk River, as far south as Hastings, as far east as Baldwin, Wisconsin, and is also used by the State's two largest fire departments, Minneapolis and Saint Paul.

Stakeholders:

The East Metro Public Safety Training Facility is a regional asset. Compared to other regions, the North East Metro lacks a public safety training facility that provides current training needs to police, fire, EMS, and ESW. There are 19 law enforcement agencies and 23 Fire Departments in Ramsey and Washington Counties. In addition, there are private EMS organizations that operate in both counties. Century College, located in White Bear Lake, has EMS, fire, and law enforcement programs. This facility has the potential to be utilized by the broader community and by a multitude of organizations.

Challenges:

Unfortunately, the site is largely not utilized by law enforcement, emergency medical services (EMS) agencies, and embed social workers (ESW) due to a lack of law enforcement/EMS functionality and, most recently, a lack of availability. Now, more than ever, Public Safety Professionals need to train together to meet the community's needs. An expansion of the East Metro Public Safety Training Facility would allow police, EMS, and ESW to train side-by-side in de-escalation, incident command, operating in tactical environments, co-response to complex search and/or rescue operations, people in crisis, and training on integrating public safety technologies.

Currently, police, fire, EMS, and ESW work hand in hand to address complex issues and emergencies affecting communities. As such, there is a great need to be able to train together. Currently, each profession has a few limited locations to prepare their unique skills; however, there is no proper public training facility.

The inability to train in complex situations is a detriment to the community and limits public safety's ability to have successful outcomes on critical incidents. Unified command and interoperation ability are vital to preserving life and property. These keys are outlined in the Federal Emergency Management Administrations' training and guidance.

Additionally, there is a lack of law enforcement de-escalation, simulation, EWS, and range options for law enforcement. This lack of access hinders and complicates training with departments traveling 20-30 miles outside their jurisdiction to access suitable training locations. Additionally, these locations are in high demand, making scheduling challenging for most agencies.

Finally, the law enforcement, fire and EMS professions have seen a significant decrease in the number of people attending certification programs, entering the career field, and staying in the career field. This has led to significantly increased training needs. Quality training and facilities allow departments to recruit better and retain high-quality personnel.

Request:

On behalf of the East Metro Public Safety Joint Powers, the City of Maplewood requested \$75,000 of bonding to complete a space needs assessment to determine the feasibility and costs associated with improving the East Metro Public Safety Facility to meet the current needs of all Public Safety Professionals. Staff were notified that this request was approved following the last legislative session.

Process:

Following the notification of award, staff released a Request for Proposals (RFP) requesting professional, architectural design services for a space needs assessment, feasibility and design recommendations for the East Metro Public Safety Training Facility. Six architectural firms responded to the RFP.

Staff, including the Public Safety Director, Fire and EMS Chief and the North St. Paul Fire Chief/JPA Board President reviewed proposals and conducted interviews with three Architectural and Engineering Firms. The review included scoring on statement of qualifications, work plan and schedule, relevant information/past work performed, community inclusiveness, presentation, interview and cost.

The highest scoring firm was Leo A. Daly. Leo A. Daly's submittal was also the lowest cost of the proposals received.

Attachments:

1. Professional Services Agreement with Leo A. Daly Architect for a Space Needs Assessment, Feasibility and Design for the East Metro Public Safety Training Facility

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made this 23rd day of October, 2023 (the “Effective Date”) by and between the city of Maplewood, a Minnesota municipal corporation with principal offices at 1830 County Road B East, Maplewood, Minnesota 55109 (the “City”) and Leo A. Daly, an Architectural and Engineering Firm with offices at 730 2nd Avenue South, Suite 1300, Minneapolis, MN 55402 (the “Consultant”).

RECITALS

- A. The Consultant is engaged in the business of providing professional services.
- B. The City has a need for professional services on a consulting basis for a Space Needs Assessment, Feasibility and Design for the East Metro Public Safety Training Facility.
- C. The Consultant represents that it has the professional expertise and capabilities to provide the City with the requested professional services.
- D. The City desires to engage the Consultant to provide professional services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the City and the Consultant agree as follows:

AGREEMENT

1. **Services to be Provided.** The City has selected the Consultant to provide professional services for a Space Needs Assessment, Feasibility and Design for the East Metro Public Safety Training Facility, Phase 1 (the “Project”). The details of this Project are included in the Consultant’s response to the City’s Request for Proposals for a Space Needs Assessment, Feasibility and Design for the East Metro Public Safety Training Facility, Phase 1.

Phase 1 of the Project will be to develop and confirm the program for the Project, which includes the following program components:

- a. Classroom Training Facility
- b. Indoor Gun Ranges
- c. Simulation Rooms
- d. Incident Command Simulation Area
- e. Conference Rooms
- f. Offices
- g. Kitchenette
- h. Wellness Center
- i. Law Enforcement Simuniton /Scenario Based Training Area
- j. EMS Training Area with Breakout Rooms and Simulation
- k. Locker Rooms with Separated Decontamination Area(s)

- l. Storage Garage / Pole Barn
- m. Site Work-Emergency Vehicle Operations Driving Area
- n. Live Fire Training Building (new)
- o. Upgrading and / or refurbishment of Class A and B live Burn buildings

Phase 1 of this Project will also include completion of Pre-design Manual for Capital Budget Projects, (Exhibit 1).

The predesign will establish the program for the Project, anticipated facility size, definition of site impact, estimate of probable construction cost and estimate of probable Project cost, escalated to the year of construction, for the purposes of the City seeking State of Minnesota capital funds.

The parties may agree to other services not included above through an amendment to this Agreement or a separate agreement.

Consultant represents that it will perform its services under the Agreement in conformance with the care and skill ordinarily exercised by similar members of the profession providing similar services, practicing under similar conditions at the same time and in the same or similar locality ("Standard of Care"). No other warranty of any kind, expressed or implied, at common law or created by statute, is extended, made, or intended by the rendition of Consultant's services under the Agreement.

2. **Duration of Agreement.** This Agreement shall remain in force and effect commencing from the Effective Date until completion of the Project, unless terminated or amended pursuant to the terms contained herein. This contract is an authorization to proceed with Phase 1 services only.
3. **Consideration.** The City shall pay \$39,060 to the Consultant for the services to be provided in the Consultant's response to the City's Request for Proposals as described in Phase 1 of the proposal listed as Pre-Design and Programming (PD) Services.
4. **Payment.** The City shall make progress payments based on monthly invoices from the Consultant. The City shall make said payments within 35 days of receiving the Consultant's invoice and the Consultant may withhold deliverables if undisputed invoices are not paid within that time period.

The Consultant agrees to comply with the requirements of Minnesota Statutes, section 471.425, subd. 4a regarding prompt payment of its subcontractors.

5. **City Responsibilities.** To assist in completion of the Project, the City may also furnish the services of City staff, site surveys, environmental surveys, and tests, inspections, and reports regarding hazardous materials if available to the City and reasonably required and requested by the Consultant. Following its good faith evaluation of the information provided, the Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City staff as well as upon the implied

representation that the Consultant may incorporate any documents, graphics, information, and data (in whole or in part) provided by the City and the City staff without infringing upon the intellectual property rights of any third party. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information.

6. **Termination.** Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows:
- a. The parties, by mutual written agreement, may terminate this Agreement at any time;
 - b. The Consultant may terminate this Agreement in the event of a breach of the Agreement by the City upon providing 30 days' written notice to the City;
 - c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
 - d. The City may terminate this Agreement immediately upon the Consultant's failure to have in force any insurance required by this Agreement or as otherwise provided for herein.

In the event of a termination, the City shall pay the Consultant for services performed to the date of termination and for all reimbursable costs and expenses incurred the Consultant prior to the date of termination.

7. **Suspension.** If the City fails to make payments to the Consultant in accordance with this Agreement, and said payments are not otherwise disputed by the City, the Consultant may suspend its services under this Agreement. If the Consultant elects to suspend services, it shall give 10 days' written notice to the City before doing so. The Consultant shall have no liability to the City for delay or damage caused by such suspension of services. Before resuming services, the Consultant shall be paid all undisputed sums due prior to suspension and any undisputed expenses incurred in the interruption and resumption of the Consultant's services.
8. **Records/Inspection.** Pursuant to Minnesota Statutes, section 16C.05, subd. 5, the Consultant agrees that the books, records, documents, and accounting procedures and practices of the Consultant that are relevant to the project are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years at a mutually agreed upon location and time. The Consultant shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.
9. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to protect, indemnify, save, and hold harmless the City, its officers, officials, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance to the extent caused by the Consultant's (or its

subcontractors, agents, volunteers, members, invitees, representatives, or employees) negligent acts or to the extent arising from this Agreement, or to the extent caused in whole or in part by any other negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Except as provided in section 5 of this Agreement, the Consultant agrees to defend and indemnify the City against any actions or claims alleging infringement on any copyright or patent by reason of its use of designs, drawings or specifications and shall hold the City harmless against any loss or damages therefrom. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is otherwise entitled by statute or common law. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

10. **Insurance.** The Consultant agrees to maintain at its own expense a commercial general liability and excess umbrella general liability insurance policy or policies insuring the Consultant against claims for bodily injury, death or property damage arising out of the Consultant's general business activities other than the performance of professional services. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability per policy terms, conditions and exclusions.

The Consultant also agrees to maintain at its own expense a single limit or combined limit automobile liability insurance and excess umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by the Consultant to perform services under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

The City shall be named Additional Insured for the above liability policies, except for professional liability insurance.

The Consultant further agrees to maintain at its own expense statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.

The Consultant also agrees to maintain at its own expense Professional Liability Insurance coverage insuring the Consultant against damages to the extent caused by the negligent act, error or omission in the performance of professional services required by this Agreement. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

Prior to commencement of this Agreement, the Consultant will provide the City with certificates of insurance, showing evidence of required coverages. All policies of insurance

shall contain a provision or endorsement that the coverage afforded will not be canceled for any reason except non-payment of premium, until at least 30 days' prior written notice has been given to the City. The City may also require a current copy of certificates of insurance at the time of entering into any supplemental agreement.

11. **Assignment.** Neither the City nor the Consultant shall assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law or as expressly provided herein. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this section shall prevent the Consultant from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the services hereunder. Any assignment in violation of this provision is null and void. Notwithstanding the above, the City may assign this Agreement to another public entity associated with the City.
12. **Copyright and Licensing.** Provided that the Consultant has received all payments properly due under this Agreement and any supplemental agreement, the deliverables prepared by the Consultant for the City shall become the property of the City. This conveyance shall not deprive the Consultant of the right to electronic data or other reproducible copies of the deliverables or the right to reuse information contained in them in the normal course of the Consultant's professional activities.

Reuse or modification of the Consultant's deliverables in any manner, or authorization of reuse or modification by others, without the Consultant's professional involvement will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant, its consultants and agents and employees, or any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of the unauthorized reuse of the deliverables, whether such claims are brought in breach of contract, breach of warranty, negligence or other tort or otherwise.

To the extent that the deliverables include design elements, notes, terms or details that are developed by the Consultant, or its consultants, in the course of their respective practice(s) as part of the standardized body of professional knowledge of the respective firm(s), then the Consultant, or its consultants, shall retain the ownership of all intellectual property related to such design elements, notes, terms, or details; provided, however, that neither the Consultant nor its consultants may utilize aspects of the deliverables or design components in the context of any other project to the extent that such utilization would produce a project with substantially similar distinctive features taken as a whole. However, the Consultant grants the City a perpetual, non-exclusive, royalty free license to use such details, specifications, and plans.

13. **Independent Contractor.** The Consultant shall be deemed an independent contractor. The Consultant's duties will be performed with the understanding that the Consultant has

special expertise as to the services which the Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by the Consultant. The manner in which the services are performed shall be controlled by the Consultant; however, the nature of the services and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture, and the parties are not co-partners. The Consultant is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided herein or any supplemental agreement. All services provided by the Consultant pursuant to this Agreement shall be provided by the Consultant as an independent contractor and not as an employee of the City for any purpose, including but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

14. **Compliance with Laws.** The Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date the Consultant provides the applicable services detailed in any supplemental agreement.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the Consultant and supersedes any other written or oral agreements between the parties. Notwithstanding the above, the parties may enter into supplemental agreements in the future regarding the Project and this Agreement shall be considered modified as necessary to be consistent with any such supplemental agreement.
16. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
17. **Force Majeure.** The Consultant shall not be liable for failure to perform this Agreement or meet any schedule of performance of services to the extent that such delay or impediment arises solely from causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include but are not limited to, acts of God or of the public enemy, fires, floods, pandemics or epidemics, quarantine restrictions, strikes or labor actions, boycotts, freight embargoes, and unusually severe weather.
18. **Dispute Resolution.** The City and the Consultant agree to negotiate all disputes between them in good faith for a period of not less than 30 days from the date of notice prior to exercising their rights under law. The parties thereafter may but are not required to submit disputes to non-binding mediation.
19. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any actions shall be venued in Ramsey County.
20. **Conflict of Interest.** The Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of

interest, Consultant shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide the requested services.

21. **Data Practices Act Compliance.** Any and all data provided to the Consultant, received from the Consultant, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Consultant agrees to notify the City within three business days if it receives a data request from a third party. This section does not create a duty on the part of the Consultant to provide access to public data to the public if the data are available from the City, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.
22. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.
23. **Remedies.** In the event of a termination of this Agreement by the City, the City may complete the services either by itself or by contract with other persons or entities, or any combination thereof. In the event of a breach of this Agreement by the Consultant, the foregoing remedies shall not be exclusive. The City shall be further entitled to exercise any one or more other legal or equitable remedies available because of the Consultant's breach.
24. **No Discrimination.** The Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement.
25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

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

with a copy to: City of Maplewood
1530 County Road C East
Maplewood, MN 55109
Attn: Michael Mondor, Fire and EMS Chief

Consultant: Leo A. Daly
730 2nd Avenue South
Suite 1300
Minneapolis, MN 55402
Attn: Todd LaVold, Project Manager

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

- 26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
- 27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
- 28. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
- 29. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
- 30. **Recitals.** The City and the Consultant agree that the foregoing Recitals are true and correct and are fully incorporated into this Agreement.
- 31. **Mutual Waiver of Consequential Damages.** In no event shall either party under the Agreement be liable to the other party, whether in contract, warranty, tort, or otherwise, for any indirect, incidental, special or consequential damages of any kind or nature whatsoever.
- 32. **Opinions of Probable Costs.** Any and all estimates provided by the Consultant are opinions of probable costs based on information that is reasonably available to the Consultant. The City acknowledges and agrees that the Consultant has no control over the cost of labor, materials, equipment or services, or the means and methods used by others in determining prices, competitive bidding, or market conditions. The City further acknowledges and understands that proposals, bids, and/or actual project costs may, and probably will vary from the estimates and opinions of probable costs provided by the Consultant under the Agreement.

* * * * *

IN WITNESS WHEREOF, the City and the Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

THE CITY

By: _____
Marylee Abrams
Mayor

Date: _____

By: _____
Melinda Coleman
City Manager

Date: _____

THE CONSULTANT

By: _____
Cindy McCleary, AIA
Vice President & Managing Principal

Its: _____

Date: October 17, 2023

**City of Maplewood
East Metro Public Safety Training Facility
Design Services for Space Needs Assessment, Feasibility and Design Recommendations**

**CURRENT
SCOPE OF
WORK**

FEE SUMMARY

September 26, 2023

Role	PHASE 1		PHASE 2		PHASE 3		FUTURE		Total Hours	Fee
	Pre-design & Programming (PD)		Schematic Design (SD)		Design Development (DD)		Construction Documents	Bidding/Construction		
	Hours	Fee	Hours	Fee	Hours	Fee				
1 Principal in Charge	8	\$ 1,297	8	\$ 1,780	10	\$ 3,255	FUTURE PHASE IN ADDED OR SEPARATE CONTRACT	FUTURE PHASE IN ADDED OR SEPARATE CONTRACT	26	\$ 6,332
2 Project Manager	48	\$ 7,792	84	\$ 15,125	152	\$ 27,668			284	\$ 50,585
3 Administrative Support	2	\$ 325	10	\$ 890	18	\$ 1,628			30	\$ 2,843
4 Architecture	102	\$ 16,680	310	\$ 53,382	587	\$ 97,650			999	\$ 167,712
5 Interior Design	4	\$ 648	73	\$ 8,897	133	\$ 17,650			210	\$ 25,820
6 Structural Engineer	4	\$ 648	82	\$ 14,235	147	\$ 21,405			238	\$ 40,923
7 Fire Protection Engineer	2	\$ 324	22	\$ 3,552	37	\$ 6,510			60	\$ 10,392
8 Mech./Plumbing Engineer	10	\$ 1,621	166	\$ 28,470	287	\$ 52,080			463	\$ 82,171
9 Electrical Engineer	10	\$ 1,621	117	\$ 21,352	222	\$ 39,060			349	\$ 62,033
10 Civil Engineer *	20	\$ 3,242	96	\$ 14,235	175	\$ 26,040			291	\$ 43,517
11 AV & Acoustics *	2	\$ 324	54	\$ 6,228	98	\$ 11,392			154	\$ 17,944
12 Burn Building Specialist *	8	\$ 1,296	14	\$ 1,780	24	\$ 3,254			46	\$ 6,330
13 Cost Estimator *	20	\$ 3,242	60	\$ 8,008	110	\$ 14,648			190	\$ 25,898
14 Subtotals	240	\$ 39,060	1096	\$ 177,940	2004	\$ 325,500	-	-	3340	\$ 542,500
15									Reimbursable Expenses (Not To Exceed)	\$ 5,200
16									TOTAL FEE	\$ 547,700

* Indicates sub-consultant to LEO A DALY, additional company information can be found in proposal

NOTE:

- LEO A DALY acknowledges receipt of addendum A dated 9/18/2023.
- ~~The fee proposed above has been prepared on an assumption of probable building area and construction cost. This fee represents an approximate 7% fee on a facility size of roughly 40,000 SF and a probable construction cost of \$15,500,000.00.~~
- The fee proposed above does not include cost for Geotechnical Services. This is typically a cost by the client to a third party geotechnical engineer under separate contract. We can solicit bids on behalf of the City and estimate this to be approximately \$15,000 - \$20,000 paid by the client, dependant on the final number of borings that are determined are required.
- All Staffing included within this proposal are available to begin with team selection and provided Notice to Proceed agreement. No current conflicts.



TEMPLATE
For Preparing the PREDESIGN DOCUMENT
Capital Budget Projects

TITLE & GRAPHIC PAGE

Enter the title of the project and a graphic (sketch, logo, photo)

Submit the predesign document under a signed cover letter from the State Agency receiving the project or the local government entity that receives the appropriation. See the last page of this template for a sample letter.

NOVEMBER 2015 [enter current date of completion of document]

CERTIFICATION SIGNATURES

When the final predesign document is submitted to the Commissioner of Administration, the signature of the licensed architect / engineer should accompany the document.

I hereby certify that this report was prepared by me or under my direct supervision and that

I am a duly registered _____ARCHITECT or ENGINEER (select one)_____ under

the laws of the state of Minnesota

Date: _____ Registration Number _____

TABLE OF CONTENTS

CERTIFICATION SIGNATURES 1

TABLE OF CONTENTS.....2

INTRODUCTION 3

SECTION 1 PREDESIGN SUMMARY.....4

SECTION 2 BASIS FOR NEED – PROJECT BACKGROUND NARRATIVE..... 7

SECTION 3 AGENCY/ORGANIZATION PLANNING10

SECTION 4 PROJECT DESCRIPTION..... 11

 4.A ARCHITECTURAL/ENGINEERING (A/E) PROGRAM 11

 4.B PRECEDENT STUDIES 11

 4.C TECHNOLOGY PLAN AND TELECOMMUTING PLAN..... 11

 4.D SUSTAINABILITY, ENERGY CONSERVATION, AND CARBON EMISSIONS.....

 12

 4.E OPERATIONS AND MAINTENANCE REQUIREMENTS..... 14

 4.F STATUTE REQUIREMENTS..... 14

 4.G SPECIALTY REQUIREMENTS 14

 4.H PROJECT PROCUREMENT AND DELIVERY.....16

 4.I PROJECT DESIGN SERVICES AND ADDITIONAL OWNER

 COSTS.....16

 4.J QUALITY CONTROL

 PLAN.....16

SECTION 5 SITE ANALYSIS AND

SELECTION.....21

SECTION 6 FINANCIAL INFORMATION 24

SECTION 7 SCHEDULE INFORMATION..... 32

PREDESIGN CHECKLIST..... 33

SAMPLE PREDESIGN SUBMITTAL COVER LETTER 44

INTRODUCTION

This template is an outline for the project proposer to use in preparing the final predesign document and it follows the format of the “*Predesign Manual for Capital Budget Projects*” The project preparer should consult with the Manual for more specific information on the requirements.

Focus on describing the project accurately; do not include any “wish list” information; include only the facts about what is to be designed and built. Avoid including meeting minutes or other information that does not add clarity or detail to the scope, cost information, and schedule of the project being proposed. If you wish to include long narratives on how the project came about; include them in the “Project Background Narrative” section.

The final predesign document will be the document used to convey instructions to the future design team. State Agencies will use the predesign document costs to seek legislative funding, advertising for design services, negotiating a design contract, and it will serve as the instructions to a future architect and engineer(s) to design and prepare construction documents.

Questions regarding this document may be directed to Mr. Eric Radel at the Department of Administration at 651-201-2380; email: eric.radel@state.mn.us

[Delete The above from your final submittal document- it is for informational purposes only]

Enter this in your introduction :

This predesign document has been prepared for the following purposes :

- Identifying all project needs and costs to serve as the basis for funding requests.
- To be the source for future decision making during the development of the project by serving as the road map for future development.
- Provide agency management with the information they need so as to effectively communicate project details to legislators and stakeholders.
- Communicate essential project objectives with factual data before the actual design process commences or other decisions are made.
- Explore alternatives that had not been previously considered.
- Identify potential cost savings.
- Identify and minimize of risks associated with the project.
- Analysis of the best construction delivery method.
- Analysis of funding alternatives best suited for the project.
- Provide a basis for a Request For Proposal (RFP) for design services and in negotiating the future design contract.
- Provides instructions to the future architectural and engineering design firms and provide them the foundation on which to base their design.

SECTION 1 Predesign Summary

Enter specific information on the project that is to be built; if there are multiple phases repeat information and the costs for each phase. Below is an example of required information. [delete these sentences in your final document]

SECTION 1.A Project (Executive) Summary Statement

PROJECT TITLE: MARINE EDUCATION CENTER **Location:** MN Zoo-Apple Valley

SCOPE [Enter a narrative of the scope of the work- do not include non-essential information that does not describe what the scope consists of [delete this sentence in your final document]

This project is to support the mission of the Zoo to "strengthen the bond between people and the living earth," according to the Zoo's mission statement.

The improved facility will include a new building that will contain a new pool for six dolphins along with isolation and neonatal pools, two regular and three wet classrooms, an indoor dolphin theater with a 1,500 person seating capacity, eight shark exhibits, and a reception area for 300 people with adjacent catering kitchen for revenue generating events.

COSTS [Enter the costs [delete this sentence in your final document]

New space (new construction):

46,000 gsf Estimated construction Cost: \$15.00 million

Remodeled space:

4,200-5,700 gsf Estimated construction cost: \$2.500 million

Total Estimated construction cost: \$17.500 million

Estimated Total Project Cost: \$20.50 million (all costs associated with the project)

FUNDING SOURCE(S) [Enter the funding sources] [delete this sentence in your final document]

State Funding Request: \$9.00 million

Sources for Remainder of Funding:

Friends of the Zoo: \$1.500 million

Federal Grant: \$10.00 million

OPERATING COSTS [Enter operating costs] [delete this sentence in your final document]

An anticipated \$847,000 in increased operating expenses will be funded by the Zoo's Special Revenue Fund upon project completion in FY 2024.

SCHEDULE [Enter milestone schedule dates] [delete this sentence in your final document]

Funding: Estimated July 2020

Site Acquisition: July 2020 to January 2021 (7 months)

Design: January 2021 to November 2021 (11 months)

Bidding & Award: March 2022 to May 2022 (3 months)

Construction: June 2022 to September 2023 15 months)

Occupancy: December 2023

Complete the **Building/Project Data Sheet – Section 1.B** and/or the **Building Audit Sheet – Section 1c**, and insert behind the Summary Statement.

SECTION 1.B
PROJECT DATA SHEET - New Building (or New Work)
(include behind the Project Summary Narrative)

Name of Project:
Agency/Organization:

Project/Building Location:

Building Occupancy Type:
Primary Space Types:
Type of Construction:

Building Size
Number of Stories:
Square Feet per Floor:
Total Square Feet:
Space Efficiency: Usable v. Circulation/Mechanical etc.
Office Space: Gross Sq. Ft. per person: Typical Work Station Size:

Site Size: Number of Acres:

Parking: (Enter information on new parking or replacement of existing; if not included indicate N/A)
Type (surface or structured): Number of Stalls:
Area of Parking: Total Cost of Structure: Cost per stall:
Parking Structure SF:

Roofing Type:
Exterior Wall Type:
Interior Wall Type:
Structural System Type:
Mechanical System Type:
Fire Protection Description:
Electrical System Type:
Technology Systems:
Life Expectancy of New Work:

Costs: (Enter costs that are included in the project; if not included indicate N/A)
Total Project Cost: Furniture, Fixtures, Equipment, Signage:
Predesign Cost: Relocation Cost: (not bondable)
Design Cost (including B3 sustainability): Phasing Cost:
Site Acquisition Cost: Technology Cost:
Site Improvements Cost: Commissioning (req'd for B3):
Parking Structure Cost:
Building Cost:
Hazardous Materials Abatement Cost:
Surface Parking Cost:
State Funding amount: Other Funding Source(s) Amount(s):

NOTE: Cost Estimates are based upon the information above

SECTION 1.C**PROJECT DATA SHEET –Existing Building/Project Data**

(include behind the Project Summary Narrative)

Enter information on the existing building or physical asset and the proposed remodeled/renovated.

Name of Project:

Agency/Organization:

Building Location:

Building Occupancy Type	<u>Existing</u>	<u>Remodeled</u>
Primary Space Types:		
Type of Construction:		

Building Size

Number of Stories:	Number of Stories to be remodeled:
Square Feet per Floor:	Square Foot of Remodeling:
Total Square Feet:	Total Square Feet of Remodeling:
Space Efficiency: Usable v. Circulation/Mechanical etc.	
Office Space: Gross Sq. Ft. per person:	Typical Work Station Size:

Site Size: Number of Acres/ square feet

Parking: (Enter both existing and new work)

Type (surface or structured):	Number of Stalls:	
Area of Parking:	Total Cost of Structure:	Cost per stall:
Parking Structure SF:		

Roofing Type: (Enter both existing and new work)

Exterior Wall Type (s):

Interior Wall Type(s):

Structural System Type:

Hazardous Material Removal:

Mechanical System Type:

Fire Protection Type:

Electrical System Type:

Technology Systems:

Costs: (Enter costs that are included in the remodeling; if not included indicate N/A)

Total Project Cost:	Furniture, Fixtures, Equipment, Signage:
Predesign Cost:	Relocation Cost: (not bondable)
Design Cost (including B3 sustainability):	Phasing Cost:
Site Acquisition Cost:	Technology Cost:
Site Improvements Cost:	Commissioning (req'd for B3):
Parking Structure Cost:	
Building Cost:	
Hazardous Materials Abatement Cost:	
Surface Parking Cost:	
State Funding amount:	Other Funding Source(s) Amount(s):

NOTE: Cost Estimates are based upon the information above

SECTION 2

BASIS FOR NEED – PROJECT BACKGROUND NARRATIVE

MISSION

Project Owner's Mission Statement:

For State Agencies, their mission is often grounded in the legislative authority in statute(s). This section should summarize the statute authority or rule and reference the "long version" of the statute in an appendix to this document. Focus on the legislative/mandated authority in statute or ordinance that supports or demands the development of the project either directly or in the form of the creation of programs requiring physical accommodations.

STRATEGIC PLAN

Summary of how the requesting agency's/organization's strategic plan serves its mission. (What is the strategic plan for efficiently providing the service or meeting the need of the organization).

OPERATIONAL PLAN

Summarize the project owner's (agency/organization) operational program to be supported by the project. This is an opportunity to indicate the effect of expanding programs, sentencing guidelines, or other directives creating the need to provide appropriate facilities. The program should clearly identify the basic elements of what is, what will be done, how, to whom, by whom, with what in terms of resources, and the results anticipated. This summary should not record physical facility requirements.

ALTERNATIVE ANALYSIS

Before building new space, the requesting Agency or Organization provides an analysis that results in identifying the physical needs for the project.

The analysis and planning process should define alternative ways that were considered to meet the project's operational program requirements. Alternatives may include using existing space, adapting existing space, new construction, or leasing space. Collocation with other agencies for projects outside of the metropolitan area must also be considered and a determination made and explained. When alternatives have been defined, conduct an analysis and summary of alternatives to meet the project's operational program and service delivery requirements. A preferred alternative should be selected that maximizes program suitability and **minimizes first cost and life of the program costs**. Include clear explanation of the thought process and criteria used to select the preferred alternative. The nature and breadth of participation by user groups within the organization should be clearly indicated. Collocating with another agency is a required alternative for projects outside of the metropolitan area.

When analyzing its space inventory, the requesting agency should answer two questions:

- Is existing space available to meet the program requirements? If the answer is yes, then reusing existing space is an alternative way to satisfy the program requirements.
- Is existing space, worthy of reinvestment, available for adaptation to meet the program requirement? If the answer is yes, then adapting existing space should also be considered an alternative way to satisfy the program.

FACILITY CONDITION ASSESSMENT (FCA) The predesign submittal shall include the FCA and identify the upgrades or replacements being included in the project and costs.

Insert the FCA in an Appendix to the predesign and reference it in this narrative.

Additionally, if the project involves remodeling of an existing facility, you will need to estimate the costs of the HAZARDOUS MATERIAL survey, design, monitoring and abatement.

SECTION 2.A

Sample of BASIS FOR NEED – PROJECT BACKGROUND NARRATIVE

This section of the predesign submittal describes and justifies the need for the project. A project must be justified based on carrying out the mission, strategic plan, and operational program. During the predesign process, the agency undertaking predesign will need to gather and summarize their MISSION, STRATEGIC PLAN, and OPERATIONAL PLAN to demonstrate the connection and need of their proposed project. This information should then be incorporated into the predesign submittal document. An example is below.

[delete the above your final document]

EXAMPLE

(this is hypothetical for the purpose of demonstrating the appropriate information to be provided)

The mission of Minnesota Zoo is *to connect people, animals, and the natural world*. Modern exhibits provide exciting experiences with animals and their habitats introducing guests to species from around the globe. Education programs engage audiences at the Zoo, throughout the region, and around world. Conservation programs protect endangered species and preserve critical ecosystems.

The current demographics and operations of the Minnesota Zoo are:

Animal species: 504 Individual animals: 2,961

Births at the Zoo: 246

23 Species Survival Plan (SSP) species

Members Households 44,233

Guests: 1,355,260

Education program participants: 331,680

Zoomobile participants: 43,570

Volunteers: 1,000

Total operating expense: \$18.7 million

The Strategic Plan for the Minnesota Zoo (the project proposer is to [attach full plan in the appendix and reference it here] includes collaboration with National and World organizations for determining exhibits, education, research pertaining to wildlife and their habitat.

The Operational Plan for this project(the project proposer is founded in its activities as a member of the Association of Zoos and Aquarium's (AZA's) Species Survival Plan (SSP) Program. The Minnesota Zoo participates in the AZA mission: to help ensure the survival of wildlife species.

The Minnesota Zoo's Species Survival Plan, or SSP, began in 1981 as a cooperative population management and conservation program for selected species at North American zoos and aquariums. Each SSP manages the breeding of a species to maintain a healthy, self-sustaining captive population, both genetically diverse and demographically stable. SSPs include other conservation activities including research, education, reintroduction, and field projects. Currently, there are 113 SSPs covering 181 species.

The Minnesota Legislature authorized the creation and operation of the Minnesota Zoo in the following statutes:

85A.01, 85A.001 through 85A.05

Basis For Need

Based on current revenue analysis and survey of visitors to the zoo, the most popular exhibits are related to the Species Survival Plan (SSP) and in particular the Aquarium Exhibit. And, last year the American Zoo

Association notified zoos with SSP programs that they have matching grants available for facility expansions related to endangered species.

The Minnesota Zoo has applied for and received approval for a 1:1 matching grant from the AZA. This grant becomes available when the grantee provides sufficient documentation that they have secured their portion of the grant. This project will consist of the expansion of the Aquarium Exhibit. The Zoo's financial analysis (See Appendix) indicates that the increased revenue from this proposed project will fund the ongoing operations of the additional operating cost incurred by the expansion.

Alternative Analysis

Before building new space, the requesting Agency or Organization provides an analysis that results in identifying the physical needs for the project.

The analysis and planning process should define alternative ways that were considered to meet the project's operational program requirements. Alternatives may include using existing space, adapting existing space, new construction, or leasing space. Collocation with other agencies for projects outside of the metropolitan area must also be considered and a determination made and explained. When alternatives have been defined, conduct an analysis and summary of alternatives to meet the project's operational program and service delivery requirements. A preferred alternative should be selected that maximizes program suitability and minimizes first cost and life of the program costs. Include clear explanation of the thought process and criteria used to select the preferred alternative. The nature and breadth of participation by user groups within the organization should be clearly indicated. Collocating with another agency is a required alternative for projects outside of the metropolitan area.

When surveying its space inventory, the requesting agency should answer two questions:

- Is existing space available to meet the program requirements? If the answer is yes, then reusing existing space is an alternative way to satisfy the program requirements.
- Is existing space, worthy of reinvestment, available for adaptation to meet the program requirement? If the answer is yes, then adapting existing space should also be considered an alternative way to satisfy the program.

[insert information following the topics in bold font and delete the above your final document]

SECTION 3 AGENCY/ORGANIZATION PLANNING

Agency planning is to precede predesign and be documented and incorporated into the predesign submittal document. This Section of information is used as backup documents to support and inform other Sections of the Predesign. If Agency/Organization planning assistance is needed, this needs to be identified early on so that these services can be procured prior to or as part of the Predesign activities.

Along with the information from Section 2, Agency planning includes:

Comprehensive/Master Plan: Review of area, neighborhood, or campus master plans or other plans that may affect the project: Project decisions should be made with the requirements of existing plans in mind. These plans may include campus or area master plans or other plans prepared and enforced by local levels of government; or masterplans previously prepared by the Agency.

Site Selection: If site selection is needed for the project, the Agency will need to provide identification of potential sites and definition of site selection criteria. Though alternative sites should be identified and selection criteria proposed before predesign, actual site selection may occur before predesign, during predesign, or as late as schematic design based upon funding, site control and environmental review.

Historic Documentation: If the project is located within a historic district or involves disposal of buildings that are on the National Register of Historic Places, provide all documentation and correspondence for inclusion into the predesign document.

Disposal of State-Owned Buildings: If the project involves the disposal or demolition of a State-owned building, the Agency must obtain legislative authority for the disposal or demolition. Contact the Department of Administration's Real Estate and Construction Services for assistance.

Stakeholders: Provide a list and narrative regarding the stakeholders involved and affected by the project (i.e. other agencies, organizations, and entities).

Impacts: The Agency is to provide a narrative of the impacts the project will have on:

1. Their Operations
2. Their Operational Budget
3. Facility and staff (i.e. include the functional impacts that the facility will need to accommodate during design, construction, relocation, occupancy).

All documents related to the topics above should be referenced in the Predesign document under this Section and placed in the appendix..

SECTION 4 PROJECT DESCRIPTION

4.A ARCHITECTURAL/ENGINEERING (A/E) PROGRAM

PREDESIGN REQUIRMENTS FOR THE A/E PROGRAM:

The A/E Program provided in the predesign submittal is to include:

- A detailed space program using a table of space names and sizes.
- Space Needs Inventory data sheets for individual rooms (See Appendix 4a template form)
- Adjacency Diagrams showing the activity and functional relationships among the spaces.
- A listing of Furniture/Fixtures/Equipment/signage (FF&E) needs.
- Narrative descriptions of the major Architectural, Civil, Structural, Mechanical, Electrical, and Specialty systems that are part of the proposed project.
- Projects for new and remodeling of state agency offices are to follow the state's "Space Guidelines". Current space guidelines are available online at <http://mn.gov/admin/business/vendor-info/construction-projects/Guidelines/design.jsp>
- Include the space program in the format of a table with the name of each space along with the square foot area required of each room, each floor and total square feet.

Alternatives/Options

- Show space adjacencies. Develop three options, in bubble diagram format on the site, that will satisfy the program; evaluate each option and select the preferred one. Provide explicit reasons for selecting the preferred option.

4.B PRECEDENT STUDIES

1. Visit and investigate at least two project facilities that are similar to the project that is being proposed in this predesign. Include the following:
 - Brief description and location of the project
 - Significance of the project
 - Description of the successful design features, systems, or elements that will be incorporated into the proposed project.
 - When using terms such as "cutting edge", or "at the fore-front" describe what makes those facilities "cutting edge" and specifically what will be incorporated into the proposed project to make it "cutting edge".

4.C TECHNOLOGY PLAN

1. This section of the predesign is for the purpose of identifying and documenting the technology requirements for the project. Provide summary information technology and telecommuting plans to be incorporated into the project. Cost-effective information technology investments and telecommuting plans should be provided that would enable an agency to reduce its need for office space, provide more services electronically, and centralize or decentralize its services.

For State agency projects, the predesign preparer shall prepare a Technology Plan using the

“*Technology Guidelines - Building Infrastructure Best Practices for State Owned Buildings*” (located at <http://mn.gov/admin/images/RECS-CS-AppendixB.pdf>) The preparer shall work in coordination with the user agency and MN.IT to identify and document the technology needs for the project. And when completed, the Technology Plan is to be reviewed by MN.IT and a letter from MN.IT approving the technology plan is to be included in this section. If needed, the predesign team may need to meet with MN.IT prior to finalizing the plan.

4.C.1 TELECOMMUTING PLAN

1. Minnesota Statute 16B.335 Subd. 5 requires Agency requests for construction and remodeling funds shall include money for cost-effective information technology investments that would enable an agency to reduce its need for office space, provide more of its services electronically, and decentralize its operations.
Opportunities for combining technology with telecommuting are to be explored. State agency projects are to include an analysis of providing telecommuting for employees as a potential for reducing requirements for physical space. Provide the telecommuting plan with the technology plan to MN.IT for their review.

4.D SUSTAINABILITY, ENERGY CONSERVATION, AND CARBON EMISSIONS

1. This section is to include instructions to the design team on the sustainability and energy efficiency. Specific information is to be included on each of the following:

Sustainability and Energy Efficiency

- Sustainability and High Performance. Include a summary of sustainable design and construction goals in accordance with the “*The State of Minnesota Sustainable Building Guidelines*” (available at www.csbr.umn.edu/b3/index.html). Minnesota Statute § 16B.325 requires that the State’s Sustainable Building Guidelines be applied.

Alternative and Renewable Energy

The following are state statutes having requirements for providing alternative and renewable energy sources. The predesign submittal must contain the information noted.

- 16B.32 ENERGY USE. Subdivision 1. Alternative energy sources.
New construction or a renovation of 50 percent or more of an existing building or its energy systems must include designs which use active and passive solar energy systems, earth sheltered construction, and other alternative energy sources where feasible.
Subdivision 2: A state agency that prepares a predesign for a new building must consider meeting at least two percent of the energy needs of the building from renewable sources located on the building site. For purposes of this subdivision, "renewable sources" are limited to wind and the sun. The predesign must include an explicit cost and price analysis of complying with the two-percent requirement compared with the present and future costs of energy supplied by a public utility from a location away from the building site and the present and future costs of controlling carbon emissions. If the analysis concludes that the building should not meet at least two percent of its energy needs from renewable sources located on the building site, the analysis must provide explicit reasons why not. The building may not receive further state appropriations for design or construction unless at least two percent of its energy needs are designed to be met from renewable

sources, unless the commissioner finds that the reasons given by the agency for not meeting the two-percent requirement were supported by evidence in the record.

Solar

Enter information

Enter Cost/Benefit calculation:

Summary: Provide a summary of why/why not a PV Solar system will/will not be incorporated into the project.

Wind

Enter information

Enter Cost/Benefit calculation:

Summary: Provide a summary of why/why not a wind generation system will/will not be incorporated into the project.

- **16B.323 SOLAR ENERGY IN STATE BUILDINGS**

A project for the construction or major renovation of a state building, after the completion of a cost-benefit analysis, may include installation of "Made in Minnesota" solar energy systems of 40 kilowatts capacity on, adjacent, or in proximity to the state building (a state building is defined as one that receives state bond proceed funding). The cost of the solar system must not exceed 5% of the appropriation.

40 KW Photovoltaic Solar System

Enter information

Enter Cost/Benefit calculation:

Summary: Provide a summary of why/why not a PV Solar system will/will not be incorporated into the project.

- **16B.326 HEATING AND COOLING SYSTEMS; STATE-FUNDED BUILDINGS**

The project proposer must include a study for geothermal and solar thermal applications as possible uses for heating or cooling for all building projects subject to a predesign review ...that receive any state funding for replacement of heating or cooling systems. When practicable, geothermal and solar thermal heating and cooling systems must be considered when designing, planning, or letting bids for necessary replacement or initial installation of cooling or heating systems in new or existing buildings that are constructed or maintained with state funds. The predesign must include a written plan for compliance with this section from a project proposer.

Definition: "solar thermal" means a flat plate or evacuated tube with a fixed orientation that collects the sun's radiant energy and transfers it to a storage medium for distribution as energy for heating and cooling.

Geothermal (16B.326)

Enter information

Enter Cost/Benefit calculation:

Provide a summary of why/why not a geothermal system will/will not be incorporated into the project.

Solarthermal (16B.326)

Enter information

Enter Cost/Benefit calculation:

Summary: Provide a summary of why/why not a solarthermal system will/will not be incorporated into the project.

4.E OPERATIONS AND MAINTENANCE REQUIREMENTS

1. This section is for the purpose of providing instructions to the design team from those who will be operating the building. The agency building operators should be involved in design meetings and their input included in this section.

The predesign preparer will also need to include the following:

- The impact of the project on the agency/organization operations and budget
 - Documenting and incorporating maintenance requirements (special equipment needed to service the building lighting and equipment)
2. Include changes in staffing levels, anticipated expenses for salaries, operations, maintenance, and utilities as a result of the project. These estimates should be amounts that are anticipated over present levels of funding. The predesign should indicate whether the maintenance and operational services are expected to be performed by agency staff or private sector vendors.

4.F STATUTE REQUIREMENTS

1. Appendix 4c at the end of Section 4 contains a table of statute requirements for capital projects that receive state funding. Insert this table into your final document and enter a short description on how the project will address each one. Amend the table as needed to convey your information.

4.G SPECIALTY REQUIREMENTS

1. This Section is for unique requirements related to the project. Project Costs are to take into consideration the special requirements. List these requirements in Section 4G of the body of the predesign and then reference that they are bound in an Appendix. Examples of Specialty Requirements include:
 - Department of Health licensing requirements / rules / legislation for Supportive Living Facilities.
 - Laboratory Certification Requirements (i.e. Contamination/ Biohazard Level design requirements).
 - Data Center Tier Level design requirements
 - Correctional Facility Design Standards
 - Acoustical design requirements
 - Humidification controlled environments (Museum, wood instrument storage, etc)
 - Historical Design /National Register of Historical Places. (Archeological Site Surveys, coordination with State Historical Preservation Office (SHPO)
 - Environmental (National Environmental Preservation Act-NEPA, or State Environmental Assessments and/or Environmental Impact Statements).
 - Federal design standards requirements.
2. In addition to project specific requirements, all State Owned/State Agency projects have the following Specialty requirements: Unless noted otherwise, these documents can be found at: <http://mn.gov/admin/government/real-estate/manuals-guidelines-forms/index.jsp>

- State’s “*Design Guidelines*”
 - State’s “*Space Guidelines*”
 - “*Minnesota Sustainable Building Guidelines*” (also known as B3 Guidelines which include the Sustainable Building-SB2030 energy conservation requirements).
 - “*Guide to Minnesota Environmental Review Rules*” for site. <http://www.eqb.state.mn.us/program.html?Id=18107>
 - “*Building Infrastructure Guidelines for State Owned Buildings*” Include a Technology Plan for the project.
 - “*Building Air Quality – A Guide for Building Owners, Facility Managers and Agency Contacts*”.
 - “*Criteria For Locating State Offices and Agencies*”.
 - “*Contractors/Vendors Guidelines Related To Buildings and Parking Facilities*” For Projects located on the Capitol Complex.
 - “*Plant Management Preferred Equipment List*” for projects located on the Capital Complex.
 - “*Contractor Security Requirements*” for projects located within a Minnesota Correctional Facility. (Available from the correctional facility).
 - Security & Vulnerability Assessments - Unless an agency has security expertise, a qualified security consultant should be retained during the predesign process and work in coordination with the predesign team.
 - Demolition of State buildings: Legislative Authority is required if the project involves the disposal of a State owned building.
 - Other specialty requirements that are unique to a specific project are to be identified and incorporated into the predesign and estimated costs.
3. Furniture, Fixtures, and Equipment (FF&E). The new building will need to be equipped with furniture and other non-construction related elements. The agency will need to consider office furniture, office equipment, computers, wall hangings/art (See percent for art in State Buildings), plants, files, signage, directories, video conferencing equipment, conference room projection, etc. The predesign is to include costs for all built-in and movable equipment and fixtures.
4. Exterior landscaping and site amenities. Include all costs for landscaping and site amenities that will be part of the project.
- a. Landscape design fees and amenities (plants, trees, bushes, benches, bike racks).
 - b. Exterior lighting design and construction (parking areas and building areas).
 - c. Exterior signage (design and signage).
5. Finally, if the project includes relocation of existing tenants; these costs need to be included in the total project cost. Costs to be considered are:
- a. Move Consultant (Company that will organize the tenant for the move and assist with bidding)
 - b. Move vendor (company that will do the moving)
 - c. Swing space lease costs (if tenant relocations are needed during construction).

Note: Relocation costs are not bondable. The State Agency will need to develop a general fund request for relocation costs.

4.H PROJECT PROCUREMENT AND DELIVERY

1. This section describes the proposed method for delivering the project. Options for delivery include: Design-Bid-Build (Low-Bid), Design-Bid-Build (Best Value), Construction Manager at Risk, or

Design-Build.

2. The recommended Project Delivery Method is to be accompanied by the reasons it will serve to deliver the project as distinguished from other options.
3. The project cost plan and estimates are to include the costs associated with the recommended delivery method.
4. For public projects, the predesign shall also contain instructions to future design teams regarding product specifications based on the State's guidelines. All product specifications are to be written to allow multiple manufacturers and suppliers to competitively bid the products. No single product or single source shall be specified unless formal prior justification and approval are received.

4.I PROJECT DESIGN SERVICES AND ADDITIONAL OWNER COSTS

1. This section is for determining the design services required to deliver the project along with additional services the owner/State will need to provide.
2. Carefully consider all of the design services and other owner soft costs that will be needed. The attached Appendix 6 has a comprehensive list of possible design and soft costs that should be considered for the proposed project.
3. Complete the attached Appendix 6 and insert it in the final predesign document.
4. Include these costs in the project budget and financial spreadsheets in Section 6.

4.J QUALITY CONTROL PLAN

1. Provide the quality control plan outline and a listing of quality control measures that will be incorporated into the project delivery process for the project. Along with code required testing, State Agency projects for new construction, additions and major renovations, are to include the following quality control measures in the project AND project budget:
 - a. Building Envelope Commissioning (design review commissioning and commissioning and inspections during construction).
 - b. HVAC and Electrical Systems Commissioning (Design review commissioning and construction commissioning and inspections during construction).
 - c. Building Envelope Analysis using WUFI software (performed by envelope commissioning agent). <https://wufi.de/en/> Performed during the design phase of the project.
 - d. Specify mock-ups of envelope component systems and pre-installation conferences.
 - e. Specify submittal of a quality control plan by the contractor and subcontractors.
 - f. MN Sustainable Building Guidelines (B3) with SB2030 energy efficient design
 - g. Building Information Modeling (BIM) for clash detection.
 - h. BIM interface with Archibus.

Section 4 APPENDICES FOLLOW THIS SECTION

APPENDIX 4a – Space Needs Inventory Form

APPENDIX 4b – Programming Methodology with Participatory Design

APPENDIX 4c – Applicable Statutes for State Funded Projects

SECTION 4 - APPENDIX 4a

SPACE NEEDS INVENTORY

- ROOM/SPACE NAME ▶
- SQUARE FOOT AREA ▶
- SPACE STANDARD:
- SPACE STANDARD AREA:
- NUMBER OF OCCUPANTS** ▶

FUNCTION
(Describe the activities that will occur in this space)
(Describe the user’s objectives for this space)

ADJACENCIES
(Describe the spaces that need to be adjacent to this area)

FURNITURE, FIXTURES & EQUIPMENT
(Describe the equipment and furnishings that will be needed)

ARCHITECTURAL FINISHES

- FLOOR:
- WALLS:
- WALLS:
- WALL BASE:
- CEILING:
- CEILING HEIGHT:
- LIGHTING:
- SPECIAL CRITERIA:

MECHANICAL/HVAC/PIPING REQUIREMENTS:

ELECTRICAL REQUIREMENTS:

TECHNOLOGY REQUIREMENTS:

ROOM LAYOUT DIAGRAM
(Provide a conceptual layout of the room with furnishings and equipment)

ADJACENCY LAYOUT DIAGRAM
(Provide a conceptual diagram showing all room adjacencies for the building spaces)

SECTION 4 - APPENDIX 4b PROGRAMMING METHODOLOGY with PARTICIPATORY DESIGN

Note: This is one example of a methodology to use during predesign. You may use any methodology and research to achieve the program. The intent is to facilitate space programming to be a team oriented, discovery process leading to a more functional, efficient and habitable design.

A. Goal Setting

1. Organize a programming team.

- The programming team would be made up of the designer and user group representatives. A typical user group would consist of individuals from each department of the organization. (the user group representatives are not the same group as the building committee).
- Obtain the mission statement of the organization, a strategic plan, and operational plan.
- Obtain an organizational chart for the organization.
- Obtain the State's *Space Guidelines*.

Crucial Step in the Process: When developing a space program the team and users must focus on job function related needs in conjunction with the State's *Space Guidelines* versus developing a "wish list" of space needs. The guidelines are available at <http://mn.gov/admin/business/vendor-info/construction-projects/Guidelines/design.jsp> . Final approval of the space program will be made by the Department of Administration staff; thus, periodic consultation with the Department of Administration needs to occur during the programming phase of predesign.

2. Chose a Goal Setting methodology

- This is where input from the users is gathered. And where the logic foundation for future decisions is based.
- Organize a workshop, have the user group bring a brainstorm list of goal statements. Discuss goal statements with participants and eliminate any multiple Statements. And then prioritize goals.
- These goals should not be detailed items, but should be comprehensive in nature. Something that would have a system wide affect or application. i.e. Our image should be conveyed as a strong, creative force in our industry. Or, we move workstations every 6 months, so the new environment should be a flexible one to accommodate this.
- Prioritize and produce a final list of six goals to achieve. Balance these against the organization's mission statement, strategic plan and operational plan.
- The program team should then formally submit the project goals to the higher echelon of the organization for approval.
- Include the goal setting documentation in the Predesign Document.

B. Inventory of space

1. Identify each "unit" in the organization.

The designer shall create a space needs inventory form. (See attached example).

- Record the activities performed by each unit and the equipment and space needed to carry out the activity. Include days & times this activity is performed in the space (i.e. time can be important if, for instance, with a code compliance office or sales office where the occupants are out of the office for much of the time.)
- On the inventory form, indicate internal and external interactions that take place.
- Have the user groups list desired objectives for the space. (or develop a questionnaire). i.e. view to exterior, more privacy when in meetings, and closeness to a printer.

2. Evaluate

- Using the completed inventory form and the list of desired objectives, schedule a workshop to discuss and evaluate the requirements for each functional "unit".
- The designer, using a kits of 1/4" scale models of typical spaces and equipment, will facilitate the workshop in modeling and evaluating various options.
- Summarize conceptual approaches and options resulting from the evaluation.

C. Define & Develop relationships

1. The designer should at this point facilitate two research studies such as:

- Social Mapping
- Behavioral Mapping

Document this research and include in the Predesign Document.

2. Bubble Diagram.

In a workshop, have the participants discuss and diagram relationships of the activities. Include this in the Predesign Document

3. Activity matrix.

After diagramming and determining desired relationships between activities, the designer will develop a matrix showing the relationships.

D. Synthesis

1. Synthesize the information from the mission statement, strategic plan, operational plan, project goals, research, questionnaires, activities inventory, and workshops to develop a program and potentials for design.
2. Include the space program in the format of a table with the name of each space along with the square foot area required.
3. Develop three options, in bubble diagram format on the site, that will satisfy the program; evaluate each option and select the preferred one. Provide explicit reasons for selecting the preferred option.

E. Approval

1. For State Agency projects, obtain approval of the space program from the Department of Administration prior to publishing the final predesign document.

SECTION 4 - APPENDIX 4c**APPLICABILITY OF STATUTES FOR PROJECTS RECEIVING STATE BOND FUNDING***

STATUTE	RECIPIENT		
	State Agency	Higher Ed	Political Subdivisions
1. §16B.241 Coordinated Facility Planning	YES (required)	NO (not required)	NO (not required)
2. §16B.32, Subd 1 Alternative Energy Sources if renovating 50 percent or more of an existing building or its energy systems	YES	NO	NO
3. §16B.32, Subd 1a Renewable Energy Sources - 2% of energy use Solar or Wind-predesign must include analysis	YES	Required by B3 Guidelines	Required by B3 Guidelines
4. §16B.32, Subd 2 Energy Conservation Goals	YES	YES	NO
5. §16B.323 Solar Energy in State Buildings. Up to 5% of appropriation to be used on Solar energy system when doing substantial reconfiguration or replacement of energy systems	YES	YES	YES
6. §16B.325: §16B.325: Apply Sustainable Guidelines (B3-MSBG) (http://www.b3mn.org/guidelines/index.html) §216B.241 Sustainable Building 2030 requirements Contact/support: http://www.b3mn.org/guidelines/index.html	YES New Bldgs, Addns & Major Renovations	YES New Bldgs, Addns & Major Renovations	YES
7. §16B.326 Written plan w/predesign to consider providing Geothermal & Solar Energy Heating & Cooling Systems on new or replacement HVAC systems	YES	YES	YES
8. §16B.327 Recycle 50% of Construction & Demolition Waste (B3-MSBG requires 75%)	YES- comply with B3 75%	YES- comply with B3 75%	NO- comply with B3 75%
9. §16B.33 State Designer Selection Board	YES	YES	NO
10. §16B.335, Subd 1, Notification to House & Senate Committees	YES	YES	YES
11. §16B.335, Subd 3 Predesign Submittal See Statute for exempted projects	YES	YES	YES
12. §16B.335, Subd 4 Energy Conservation Standards (Energy Code - MN Rules 1322/1323 http://www.doli.state.mn.us/CCLD/Codes.asp)	YES	YES	YES
13. §16B.335, Subd 5 & 6 Review & letter by MN.IT	YES	NO	NO
14. §16B.335, Subd. 3c. Consider the use of MINNCOR products www.minncor.com	YES	YES	YES
15. §16B.35 % for Art When considered in original legislative request; & when construction is \$500K or greater	YES	YES	YES
16. §177.42-44 Prevailing Wage Rates- Contractor must pay prevailing wages https://www.revisor.mn.gov/statutes/?id=177	YES	YES	YES
17. §363A.44 Equal Pay Certificate required on contracts over \$500K (prime and subs)agency of the state, the Metropolitan Council, or an agency subject to section 473.143, subdivision 1 ; \$1M for political subdivisions	YES	YES	YES
18. §16C.285 Responsible Contractor	YES	YES	YES
19. §16C.16, Subd. 13 – Targeted Group Purchasing	YES	NO	YES
20. §16A.695 Use / Grant Agreement	NO	NO	YES
21. §16C.054 – Accommodation for Hard of Hearing	YES	YES	YES
22. Appropriation Language	See appropriation	See appropriation	See appropriation

*Other statutory requirements may apply to each individual organization

SECTION 5 SITE ANALYSIS AND SELECTION

5.1 CRITERIA FOR LOCATING STATE OFFICES AND AGENCIES

1. For State Agency projects, the Predesign submittal is required to contain an analysis of location(s) using criteria developed by the Department of Administration for locating state offices and agencies using the “*Criteria for Locating State Offices and Agencies*” (available at <http://mn.gov/admin/business/vendor-info/construction-projects/Guidelines/predesign.jsp>)
2. The agency and their consultant shall be expected to consider and review numerous site options, then recommend, present and include three site options in the final Predesign document for potential development of the project. The three options are to include financial data and cost estimates for development and building of the project on each site.
 - The agency and their consultant shall work with the Department of Administration’s Division of Real Estate Management to determine potential sites for consideration.
3. Each of the three site options shall have sub-options based on funding strategies:
 - When the proposed project will be large scale, the consultant shall provide financial expertise, experienced in large scale construction funding, to work with the MN Management & Budget Agency to determine cost saving options and delivery methods for funding the construction.
 - The financial options for funding the project are to be integrated in the predesign document and presented with the consultant’s formal submittals.
 - Project cost estimates shall be presented in the State’s Capital Budget format.
4. Issues for each site option, along with photographs shall be maintained . The feasibility of development and construction of the project on each of the three site options shall be presented and integrated into the predesign document. Site selection studies and criteria shall include (but not be limited to):
 - Access by the public client
 - Access by employees
 - Available Transportation
 - Environmental Impact
 - Sustainability
 - Site developmental costs relating to site utilities/infrastructure
 - Parking requirements / costs (Number of stalls/surface parking/structured parking)
 - Phased Development
5. Provide cost estimates for both surface and structured parking for each site being considered.

Local Government Projects:

Costs for three options is not required. Provide a brief description of the site options that were analyzed, the criteria used and why a preferred option was selected. Present the preferred option and its associated costs.

6. Where a site is located and how it functions can impact an organization’s operations and ongoing operational costs. For example: If an organization requires regular shipments and receipts of a product; where and how those shipments/receipts are accommodated on site will affect your operations and your operating costs. Thus, selecting a site for should be accomplished by

identifying needs criteria.

The predesign activities include development of selection criteria, analysis of sites that fit the criteria, and recommendation of a preferred site or sites. Initial criteria include:

- Verify specific site restrictions with municipal zoning ordinances. i.e. park ratios, setbacks, rights-of-ways, need for retention ponds,
- Site is adequate based on coverage of the building, parking and other impervious areas
- Vehicle access, parking, circulation, and delivery on the site meet the needs of the operation.
- Utilities servicing the site along with their capacities are adequate
- Who does the facility serve, where do they commute from and where they will park
- Where staff commute from and where they will park
- Site is serviced by public transportation
- Where shipments and receipts are made
- Surrounding disturbances that may impact operations.
- Environmental conditions – Is hazardous abatement/contaminated soil clean-up needed?
- Is an Environmental Assessment or Environmental Impact Assessment needed?
- Traffic study
- Historical/Archeological requirements.
- Security criteria

7. Sustainable sites criteria. (See requirements under The B3 State of Minnesota Sustainable Building Guidelines (B3-MSBG) at <http://www.b3mn.org/guidelines/index.html>)

Criteria need to consider sustainable strategies for the site of the proposed project.

These include:

- Construction Activity pollution prevention
- Brownfield development
- Storm water design
- Light pollution reduction
- Bird protection
- Community, Habitat, Transportation, Open Space,
- When local/site energy systems have been analyzed and selected, the site criteria may include location of photovoltaic solar panels, wind generators, geothermal systems.

8. Site Amenities and Signage

The predesign is to identify anticipated site infrastructure improvements and site amenities and signage and include their associated costs. Phase I and II Environmental site assessments should be requested prior to purchasing or building to determine the need and cost of soils mitigation.

9. Security

Depending upon the State Agency's needs and operations, a security/vulnerability assessment for site and building may be needed to establish the security criteria for site selection. This should be accomplished along with associated costs to implement.

10. Site infrastructure, zoning and codes

All available information regarding the existing or proposed site is to be included in the predesign submittal including: Existing Conditions Assessment, Hazmat Investigation, Topographic Analysis, Geotechnical/soils Environmental Studies and Reports, etc. Investigate the site utility infrastructure needs to determine if the existing utilities have the capacity or will meet the current codes to support the proposed project. Verify zoning

requirements. When the predesign team has developed the proposed size and location of the project, it is recommended that the predesign team meet with code and zoning officials to obtain information and requirements.

SECTION 6 FINANCIAL INFORMATION

6.1 CAPITAL EXPENDITURES

The Predesign Submittal for a proposed project must include ALL COSTS associated with the project.

Provide a project budget using the *Project Cost Form* in Appendix 6a and the *Construction Costs Form* in Appendix 6b (Appendix 6a and 6b forms are located at the end of this Section). In the *Construction Costs Form* in Appendix 6b, indicate the construction types (new/remodel/renewal).

The total project cost includes all direct and associated costs for all activities and phases, including design, surveys, testing, construction, loose equipment, furniture and fixtures, commissioning, move-in, temporary relocations, environmental site analysis, and contingencies. A qualified cost consultant, cost engineer or a professional consulting firm should be a part of the predesign team for preparation of costs and working with agency staff in developing the total project cost estimate. The construction cost estimate must pull together the program requirements, site conditions, and reasonable project/facility design assumptions.

- Project Delivery Method (Construction Management, Design-Build, Design-Bid Build)
- Owner's Project Representative
- Specialty design consultants and systems. (Security, Acoustics, Food Service, Lab etc.)
- Site/Land Acquisition and development (roads, curbs, parking, lighting, landscaping, site amenities, site signage, and zoning requirements such as setbacks, parking/sf ratios)
- Furniture, Fixtures, Equipment (including interior signage)
- Percent for Art
- Site Surveys & Geotechnical Investigations (Investigate property and include easements).
- Site Environmental Assessments (Phase I and II Environmental Site Assessments)
- Sustainability Design and energy modeling. See Minnesota Sustainable Building Guidelines (B3)- (Add'l service by design team)
- Commissioning (HVAC, electrical, building envelope) Including design review.
Note: Systems commissioning required by MN Sustainable Building Guidelines (B3)
- Building Information Modeling (required on new or major remodeling of state buildings)
- Sewer/Water Access Charges (SAC & WAC)
- Building Permits and Inspections costs
- Deconstruction/salvage as part of demolition
- Insurance costs to be borne by the contractor and owner.
- Phasing (or interrupted schedules) or schedules requiring overtime
- Temporary Utilities and Facilities
- Facility and site restrictions or conditions that effect costs. Investigate whether the site has sufficient utility infrastructure sizing to accommodate the new project.
- Cold Weather Construction
- Facility Security Requirements (affects cost and schedule)
- Financing Costs
- Facility Condition Assessment (renovations)
- Hazardous Material removal (asbestos, lead paint, mold, PCBs, etc).

Site infrastructure, codes and zoning

Utility infrastructure needs can be costly and it is important to include infrastructure, zoning and code upgrade costs in the total project budget. When the proposed project will be a major renovation or an addition, investigate the site utility infrastructure needs to determine if the existing utilities have the capacity or will meet the current codes to support the proposed project. Verify zoning requirements for building and site.

When the predesign team has developed the proposed size and location of the project, it is recommended that the

predesign team meet with code and zoning officials to obtain information and requirements.

Existing Facilities Analysis

When the project involves renovation of an existing facility, the agency/organization shall conduct a FACILITY CONDITION ASSESSMENT (FCA) to assist in determining the replacement and upgrade needs of the existing building and all of its systems (structural, mechanical, electrical, civil systems).

The predesign submittal shall then include the FCA and identify the upgrades or replacements being included in the project and costs.

Insert the FCA in an Appendix to the predesign and reference it in this narrative.

[insert information following the topics in bold font and delete the above your final document]

Hazardous Material (Remodelings)

When the project involves renovation or remodeling of an existing facility, any asbestos, lead paint or other hazardous building materials will need to be identified and removal costs included. This can have a significant impact on the overall project budget and it is encouraged that an initial non-destructive survey be undertaken to identify materials and their removal costs.

[insert information following the topics in bold font and delete the above your final document]

Site Soils

Conduct Phase I and II Environmental Site Assessments. For new structures on existing owned or property to be acquired, there should be a query into the history of the site to determine soil bearing conditions and whether there is a history of contaminated soils. Removal and replacement of unsuitable soils can have a significant impact on the overall project budget and it is encouraged to do some initial investigation to identify soil abatement and replacement with their associated costs.

[insert information following the topics in bold font and delete the above your final document]

See 6.5 Risk Mitigation below for additional costs to be considered

Large projects will require owner's project management costs. Since agencies are not staffed to oversee project development and construction, having an individual or company represent the State and perform the day-to-day activities required of a project will be needed. Costs will vary from two to five percent of the construction cost depending upon the level of service desired.

Relocation costs, if applicable, need to be covered in the predesign also. These costs are funded from the general fund and not bond sales. Information regarding the Chart of Accounts will be presented when the Capital Budget Instructions are prepared and forwarded to the agencies in advance of each bonding cycle.

Actual cost histories adjusted for program variations that support the proposed budget are to be included and the source of these costs should be provided as well. Prior to each bonding session and during the Capital Budget Process, an inflation table will be posted on the Department of Minnesota Management and Budget (MMB) web site at: <http://mn.gov/mmb/budget/budget-instructions/capbud2014sess/index.jsp>

Cost planning is based on the principle that new project budget ranges should be derived from analysis of historical data for similar projects. If the proposed project costs do not follow historical cost patterns, then the reasons should be determined and explained in the proposed project budget.

6.2 ONGOING OPERATING EXPENDITURES

1. Along with the initial capital cost of a project, the ongoing operational costs must also be considered and then compared with current levels of funding for operations, maintenance and staffing.
2. The Predesign Submittal must include a breakdown of ongoing operating costs that will be incurred as a result of the project. The *State Operating Costs Form* – Section 6 -Appendix 6c (located at the end of this Section) is to be included. Also indicate the source of funding for the operating costs.
 - Estimate of project impact on the requesting agency's operating budgets (for state agencies): An estimate of project effects on operating budgets including staffing levels and corresponding salaries and building repair, replacement, utilities, and maintenance should be included. This information should follow the format of information supplied in the *State Operating Costs Form* - Appendix 6c, located at the end of this Section. Particular attention should be paid to whether the maintenance and operational services are expected to be performed by agency personnel or will be contracted out to private vendors.
 - Summary of proposed operating revenues and expenditures (nonstate agencies and grants): A five-year estimate of operating budgets that identifies major categories of expenditures and identifies associated revenue sources. If revenue sources include fee generated revenue, a full description of these fees and the assumptions used in making the projections and their justifications should be provided. Potential revenue sources and amounts should also be discussed in this section. All revenue sources (parking decks, dormitories, student centers, cafeterias, etc.) should be listed individually and totaled to show the offset of operational expenses.
 - This section should end with a narrative that illustrates a comparison of costs that are anticipated over or under present levels of funding for operations and maintenance and staffing.
3. Although an outside consultant might prepare this section with information provided by the agency, the agency/organization should review the presentation in detail.

6.3 LIFE EXPECTANCY

This section is used to analyze the costs and life expectancy of primary building components. Provide an estimate the life cycle (life expectancy in years) and cost of the proposed project and major elements. (Walls, Foundation, Roof, Structural System, Mechanical System, Electrical System)

And include a cost comparison analysis of at least 2 to 3 options on those major elements. i.e. Steel vs Concrete vs Precast Structural System

Identify the selected elements that are to be used and that are in the cost plan.

If the project involves abandoning an existing building and building a new one, this section should also include a comparison of the cost to renovate the existing building vs building new.

6.4 COMPARATIVE FINANCIAL ANALYSIS

Any financial studies or analysis to determine whether new space should be leased, leased to purchase, or owned by the State will need to be funded by the agency from sources other than the bonding bill. If the outcome of the study results in a state-owned facility, the predesign (funded by bond proceeds) can then be undertaken.

The predesign document will then contain the analysis showing long term cost comparisons.

6.5 RISK MITIGATION

Identify and assign budget contingencies to risks associated with the project. For State Agency projects

involving new construction, additions and major renovations, are to include the following project quality control plan AND project budget:

- a. Building Envelope Commissioning (Design reviews and construction commissioning and inspections during construction).
- b. HVAC and Electrical Systems Commissioning (Design reviews and construction commissioning and inspections during construction).
- c. MN Sustainable Building Guidelines (B3)
- d. Building Information Modeling (BIM) with interface of equipment with Archibus.

Identify all potential site related risks:

- Ownership of the site (property liens, deed, etc)
- Zoning ordinances. Design standards and setback requirements, parking/sf ratios, exterior lighting, green space or natural amenities that need to be preserved or given special treatment.
- Easements, both existing and what will be required for new development
- Acquisition issues, including timing
- Stakeholders- local/community and whether community stakeholder meetings are a part of the process
- Location, description and dimensions, including soil type, climate and topography
- Potential issues with the surrounding neighborhood or facilities.
- Vibration, or other monitoring during construction
- Utility infrastructure capacity, extension or relocation issues
- Environmental regulations and site mitigation, including history of possible contamination
- Wetlands and shoreline impacts, including a wetlands delineation and the need to fill wetlands
- Shoreline jurisdiction issues
- Requirements for the State Environmental Policy Act and National Environmental Policy Act
- Environmental Worksheet and Impact statement requirement (and schedule impact).
- Other regulatory requirements, such as State licensing requirements or U.S. Army Corps of Engineers or Department of Natural Resources permits
- Site access issues, Parking and access issues improvements required local road impacts and parking demand.
- Impact on surroundings and existing development with construction lay-down areas and phasing
- Historical and/or archaeological considerations
- Site compatibility with sustainability requirements and possible costs

Identify risks associated with the design and construction of the building:

- Building codes
- Bidding climate
- Labor/trades availability
- Labor/trade bargaining agreements
- Availability and delivery lead time of materials or components; or shortages of.
- Impact if construction is not completed by a critical date. i.e. if operations are moving from a leased location into the new construction and leases have an expiration date near the completion date.

The predesign is to include the risks and the associated plan for mitigating each of the risks along with contingency amounts included in the project budget.

**SECTION 6 - APPENDIX 6
WORKSHEET FOR DESIGN AND OWNER COSTS**

Item	Scope of Work	Fee/Cost
X	Basic Services -Architectural	
	Civil	
	Landscape	
	Structural	
	MEP (Mechanical, Electrical, Plumbing)	
	Hazardous Material survey, design, air monitoring, abatement	
	Additional Services (See Section 4.J Quality Control Plan)	
	1. Specialty Design Security design Food Service Technology Fire Protection Full time site observation Historical Other	
	2. Interior & Furniture, Fixtures & Equipment (FF&E) bid package(s)	
	3. Minnesota Sustainable Building Guidelines & SB2030	
	4. Building Information Modeling (BIM)	
	5. Move/Occupancy Consultant & Moving company	
	6. Environmental Assessment Worksheet-Impact of selected site	
	7. Presentation model of building	
	8. Presentation Sketches of building	
	9. Presentations to Legislature, Agency Management, others	
	10. Exterior utility costs	
	OWNER COSTS (See Section 4.J Quality Control Plan)	
	1. Owner's Project Representative (1 – 2% of construction)	
	2. CM at Risk Preconstruction Fees (0.5% of construction)	
	3. Other State Project Management Costs (0.75% of construction)	
	4. Construction costs auditor – (for CM-Risk & Design Build)	
	5. Building Abatement Design and Removal (Renovation & Demo)	
	6. Topographic (ALTA) Survey of selected site	
	7. Geotechnical Investigation of selected site	
	8. Phase I and II Environmental Site Assessment (for contaminants)	
	9. Environmental Assessment Worksheet-Impact Statement (if required)	
	10. HVAC and Electrical Systems Commissioning (B3 Requirement)	
	11. Building Envelope Commissioning	
	12. Construction Testing and curtainwall testing services	
	13. Permit Costs	
	14. Sewer Access Cost (SAC) and Water Access Cost (WAC)	
	15. Wetlands Delineation and (Design & Mitigation)	
	16. Utility Service Upgrades (Water, sewer, gas, electric) & Const'n	
	17. Traffic Studies	
	18. Historic Structures Report (Historic Preservation Consultant fee)	

SECTION 6 - APPENDIX 6a

PROJECT COST FORM
Fiscal Years 2018-2023
Dollars in Thousands (\$137,500 = \$138 thousand)

TOTAL PROJECT COSTS All Years and All Funding Sources	Project Costs All Prior Years	Project Costs FY 2018-19	Project Costs FY 2020-21	Project Costs FY 2022-23	Project Costs All Years	Project Start (Month/ Year)	Project Finish (Month/ Year)
1. Property Acquisition							
Land, Land and Easements, Options							
Buildings and Land							
Other Costs							
SUBTOTAL							
2. Predesign							
SUBTOTAL							
3. Design Fees							
Schematic							
Design Development							
Contract Documents							
Construction Administration							
Other Costs							
SUBTOTAL							
4. Project Management							
State Staff Project Management							
Non-State Project Management							
Other Costs							
SUBTOTAL							
5. Construction Costs							
Site & Building Preparation							
Demolition/Decommissioning							
Construction							
Infrastructure/Roads/Utilities							
Hazardous Material Abatement							
Construction Contingency							
Other Costs							
SUBTOTAL							
6. Art							
SUBTOTAL							
7. Occupancy							
Furniture, Fixtures and Equipment							
Telecommunications (voice & data)							
Security Equipment							
Commissioning							
Other Costs (i.e. relocation)							
SUBTOTAL							
8. Inflation							
Midpoint of Construction						Midpoint Date:	
Inflation Multiplier							
Inflation Cost							
SUBTOTAL							
9. Other							
SUBTOTAL							
GRAND TOTAL							

SECTION 6 - APPENDIX 6c

CAPITAL BUDGET REQUEST

OPERATING COSTS FORM (This form can be edited as needed or other format can be used)

CHANGES IN STATE OPERATING COSTS	Current Cost	Projected Cost (Without Inflation)			
	F.Y 2016	F.Y. 2017-18	F.Y. 2019-20	F.Y. 2021-22	F.Y. 2023-24
Compensation (Program and Building Operation)					
Other Program Related Expenses					
Building Operating Expenses					
State-Owned Lease Expenses					
Nonstate-Owned Leased Expenses					
Other Expenses: (specify):					
Revenue Offsets					
TOTAL					
No. of FTE* Personnel					

*FTE= Full Time Equivalent

NARRATIVE: Insert a narrative that illustrates the impact of the proposed project, by comparing costs that are anticipated over or under present levels of funding for operations and maintenance and staffing.

SECTION 7 SCHEDULE

7.1 SCHEDULE INFORMATION

Proposed project schedule: Predesign should include a realistic schedule for all stages of the project. Site selection and acquisition, required government actions and proceedings at all levels, designer selection, design approvals, construction, occupancy/relocation, and commencement of operations (commissioning) should all be included (if applicable). Pay special attention to environmental approvals, phasing and associated costs.

Proposed funding sequence: The schedule should include a funding sequence for the project that reconciles the agency's needs with the alternate year capital budget cycle if the project will receive funds from more than one appropriation cycle. And the schedule shall include relocation time and sequencing.

The schedule should include owner related functions also such as:

- a. Identify and purchase land
- b. Develop land to provided needed utility services.
- b. Environmental Assessments or Impact Statements
- c. Owner required shut-downs
- d. Regulatory reviews (Codes, Health Dept, Environmental, Planning Commissions, etc).
- e. Secured access by contractors (work within a secure facility will extend the construction schedule due to entry/exit inspections, tool inventories, and security functions which typically reduce actual hours worked per day).
- f. Owner review of documents
- g. Commissioning
- h. Move/relocation

7.2 SCHEDULE INFORMATION REQUIREMENTS

A summary of milestone dates are to be provided:

Funding received
 Design Completion Date
 Bidding/Award of Construction
 Construction Start Date
 Midpoint of Construction (see Project Cost Form and Inflation table)
 Construction Completion Date
 Move in dates

The predesign document may also contain a bar chart (such as a Gantt chart) schedule with all milestone events related to the project.

PREDESIGN CHECKLIST

1. Minnesota Statute §16B.335 Subdivision 3 requires submittal of a Predesign Document to the Commissioner of Administration on proposed projects that have a construction cost of \$750,000 or greater (\$1,500,000 for a local government project) when State money (of any amount) is used on the project.
2. When an appropriation is made for a major construction project, Minnesota Statute §16B.335 Subdivision 1 further requires that you not prepare final plans (construction documents) until you present the program plan and cost estimates for all elements necessary to complete the project to the chair of the Senate Finance Committee and the and the Chair of the House Ways and Means Committee and they have made their recommendations and the Chair of the House Capital Investment Committee is notified.

COMPLETE THE CHECKLIST AND ATTACH AT BACK OF DOCUMENT

PREDESIGN CHECKLIST - continued

Complete this checklist, sign, and submit with the predesign document.

Complete N/A

- 1.** Review the Contents of a *Predesign Submittal* in the State's *Predesign Manual*. weblink: <http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/index.jsp>
- 2.** Structure the format of your Predesign submittal to contain the Components of Predesign. Include component tabs to readily identify and access each component. The components are:
- a. Predesign Summary Statement
 - b. Basis for Need – Project Background
 - c. Agency/Organization Planning
 - d. Project Description
 - 1. Architectural/Engineering Program
 - 2. Precedent Studies
 - 3. Technology Plan
 - 4. Sustainability, Energy Conservation, and Carbon Emissions
 - 5. Operations and Maintenance Requirements
 - 6. Statute Requirements
 - 7. Specialty Requirements
 - 8. Project Procurement and Delivery
 - 9. Quality Control Plan
 - e. Site Analysis and Selection
 - f. Financial Information
 - g. Schedule Information
- 3.** *Section 1 – Predesign Summary Statement.* Work with the user agency to develop the executive summary. Be brief, with a two or three paragraph scope description of the project. Below the description include costs, funding sources and schedule.
- 4.** *Section 1 Predesign Summary Statement:* Complete the "*Building/Project Data Sheet*" to tabulate the pertinent data upon which the cost estimates are based. Include this sheet as a second page to the Section 1 – Predesign Summary Statement.
- 5.** *Section 1 Predesign Summary Statement:* If the project involves remodeling of an existing building, use the "*Building Audit Sheet*" to perform an audit/survey of the building's major components, systems and their conditions. Use and amend the "*Building/Project Data Sheet*" to indicate the scope of work for the proposed project. Insert behind the Summary Statement.
- 6.** *Section 2 Basis For Need-Project Background:* Gather the Section 3 planning information from the Agency/Organization and synthesize it into the format shown in the example. Detailing the Mission, Strategic Plan, Operational Plan and Basis for Need for the project. At the back of this include any additional background information on the project from your work with the agency.
- 7.** *Section 2 Basis For Need-Project Background:* **Verify that the scope of the predesign complies with the language of the appropriation.** (For projects that

PREDESIGN CHECKLIST - continued

Complete N/A

have already received a legislative appropriation).

- 8. Section 3 Agency/Organization Planning:** This Section supports the *Basis for Need–Project Background*. Obtain the following from the user agency/organization:
 - a. Planning documents such as org charts, mission statement,
 - b. Strategic plan, and
 - c. Operational plan for the project.

This information would include any supporting data, analysis or studies which support the proposed project and demonstrates the need for the project by linking it to the agency’s mission, strategic and operational plans; which, in turn were used to prepare Section 2.
- 9. Section 3 Agency/Organization Planning:** Included a list and narrative regarding the stakeholders involved and affected by the project (i.e. other agencies, organizations, and entities). Also include issues that remain to be resolved among stakeholders along with budget and schedule impacts upon the project.
- 10. Section 3 Agency/Organization Planning:** Impacts on Operations, Budget and Facility Staff are detailed.
- 11. Section 4.A Architectural/Engineering Program:** (For State Agency projects) Obtain and coordinate space planning standards with the Department of Administration. Then, include a review sign-off from The Department of Administration’s Real Estate and Construction Services Division. Focus on job related functional needs and the State’s *Space Guidelines* when developing the square foot areas of spaces. (Space Guidelines are located at <http://mn.gov/admin/government/construction-projects/>).
- 12. Section 4.A Architectural/Engineering Program.** Work with the user/owner to develop the space program. Employ a participatory programming methodology similar to the example) to analyze operations and activities.
 - a. Your methodology should consider Post-Occupancy Evaluation (POE).
- 13. Section 4.A Architectural/Engineering Program.:** Complete the *Space Needs Inventory* sheet for each room of the project. Include these sheets in the predesign document. The Space Needs sheet should also identify special Mechanical or Electrical needs or upgrades for the space. For instance, you would state the need for special humidification for wood instrument storage in a music classroom.
- 14. Section 4.A Architectural/Engineering Program.:** Prepare and include a detailed architectural space program with a Table of Spaces and their respective areas (square footages) with a total of assignable and gross square feet.
- 15. Section 4.A Architectural/Engineering Program.:** Provide adjacency diagrams of all spaces and a diagrammatic/conceptual layout of spaces. Superimpose these diagrams onto the Site Plan to show building/site fit and site relationships.

PREDESIGN CHECKLIST - continued

Complete N/A

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Section 4.A Architectural/Engineering Program.: On state agency projects, identify potential MINNCOR Industries www.minncor.com and Minnesota State Industries products http://stateindustries.org for the project. |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Section 4.A Architectural/Engineering Program. (for State Agency Projects): If applicable to the agency, work with the user agency to incorporate a <i>Telecommuting Plan</i> for this project. Include the <i>Telecommuting Plan</i> with the Predesign submittal document. Obtain review & response letter from MN.IT. |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. Section 4.A Architectural/Engineering Program. Develop the Furniture, Fixtures and Equipment (FF&E) needs and include the associated costs as a line item in the project cost estimate. Consider Interior/Exterior Signage Exterior landscaping and fixtures, Telecommunication devices, Security Camera System, Lockers, Trash compactor, Window washing equipment, phasing costs, and Moving costs. (Note: moving costs are not bondable). |
| <input type="checkbox"/> | <input type="checkbox"/> | 19. Section 4.B Precedent Studies: Research the project. Visit similar building types and include <i>precedent</i> projects into the predesign document and how the precedent affects the proposed project. Include information on the facilities (name, location, size, design features) ; Then indicate any features that will be incorporated into the proposed project. Special attention should be paid to design features that result in efficiency of program operations and ability to reduce long term operating costs. |
| <input type="checkbox"/> | <input type="checkbox"/> | 20. Section 4.C Technology Program (for State Agency Projects): Identify and document the technology needs for the project. Develop a Technology Plan for the project using the State's Technology agency (MN.IT) guidelines (“ <i>Building Infrastructure Guidelines for State Owned Buildings</i> ”) located at: http://mn.gov/admin/government/construction-projects/ . Technology plan is to be reviewed by MN.IT. |
| <input type="checkbox"/> | <input type="checkbox"/> | 21. Section 4.C Technology Plan (for State Agency Projects): Forward the Technology Plan to MN.IT (The State’s Information Technology Agency) for review; and obtain a written letter from MN.IT. Incorporate any changes requested by MN.IT. |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. Section 4.D Sustainability, Energy Conservation and Carbon Emissions: In accordance with Minnesota Statute §16B.235 identify Sustainable and High Performance goals for the project using “ <i>The State of Minnesota Sustainable Building Guidelines</i> ” at http://www.b3mn.org/guidelines/index.html . Include a summary table of goals & strategies. Also include the B3-MSBG project submittal report for the Predesign Phase that is generated by use of the B3-MSBG Tracking Tool at http://www.b3mn.org/guidelines/index.html .
This requirement applies when the project is new building, addition, or major renovation. See the Applicability rules at the B3-MSBG website. |
| <input type="checkbox"/> | <input type="checkbox"/> | 23. Section 4.D Sustainability, Energy Conservation and Carbon Emissions: Include a table of strategies to comply with Sustainable Building (SB) 2030 requirements. For SB2030 requirements, see: http://www.mn2030.umn.edu |

PREDESIGN CHECKLIST - continued

Complete N/A

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 24. For the <i>Section 4.D Sustainability, Energy Conservation and Carbon Emissions</i> : In accordance with MN Statute § 16B.32, a identify alternative energy uses and associated systems. This applies to a new building or for a renovation of 50 percent or more of an existing building or its energy systems. Anticipate future designs which use active and passive solar energy systems, earth sheltered construction, and other alternative energy sources where feasible. |
| <input type="checkbox"/> | <input type="checkbox"/> | 25. <i>Section 4.D Sustainability, Energy Conservation and Carbon Emissions</i>
When the project is for a State Agency, provide a cost-benefit analysis for
a) including alternative energy (wind and/or solar) sources to provide 2% of the proposed building’s energy consumption. An example of an analysis is located at: http://mn.gov/admin/business/vendor-info/construction-projects/Guidelines/predesign.jsp
b) a 40 Kw “Made in Minnesota” photovoltaic solar system |
| <input type="checkbox"/> | <input type="checkbox"/> | 26. <i>Section 4.D Sustainability, Energy Conservation and Carbon Emissions</i> :
For compliance with MN Statute 16B.326, provide a written plan in the predesign to consider providing Geothermal and Solar Energy Heating & Cooling Systems on new or replacement HVAC systems. An example of an analysis is located at the weblink above. |
| <input type="checkbox"/> | <input type="checkbox"/> | 27. <i>Section 4.D Sustainability, Energy Conservation and Carbon Emissions</i> :
Include a narrative in the predesign that the project specifications are to include requirements for the contractor to submit a “Waste Management and Recycling Program Plan” for both demolition and construction. |
| <input type="checkbox"/> | <input type="checkbox"/> | 28. <i>Section 4.D Sustainability, Energy Conservation and Carbon Emissions</i> :
Estimated yearly energy consumption and associated costs are included. |
| <input type="checkbox"/> | <input type="checkbox"/> | 29. <i>Section 4.E Operations and Maintenance Requirements</i> : Conduct information gathering and program meetings with operations and maintenance staff. Document and include these needs into the predesign. |
| <input type="checkbox"/> | <input type="checkbox"/> | 30. <i>Section 4.E Operations and Maintenance Requirements</i> : For Projects located on the Capitol Complex, obtain “ <i>Plant Management Preferred Equipment List</i> ”, “ <i>Capitol Complex Guidelines</i> ”, and “ <i>Signage Guidelines</i> ”. (available at http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/index.jsp). Include these documents in the Predesign document as instructions for the future design team. |
| <input type="checkbox"/> | <input type="checkbox"/> | 31. <i>Section 4.F Statute Requirements</i> :
See Appendix 4c for statute requirements related to all projects receiving any amount of state funding. Enter information on how the project will comply with each statute and include in the final predesign document. |
| <input type="checkbox"/> | <input type="checkbox"/> | 32. <i>Section 4.F Statute Requirements</i> ,: Review the table of statutes contained in |

PREDESIGN CHECKLIST - continued

Complete N/A

this manual. Identify the statutory requirements for the project. These are to be included in the final Pre-design Document.

- 33. Section 4.F Statute Requirements:** Include any design requirements or other mandated requirements.
- a. The statute that gives authority for the operational program
 - b. Licensing requirements. (i.e. Department of Health or other authority)
 - c. Design requirements (i.e.. American Correctional Association standards).
 - d. Operating Standards (required State, Federal, & Industry standards)
 - e. Federal Statutes/Laws/Requirements.
 - f. Significant Building Code or land use/ zoning requirements.
- 34. Section 4.G Specialty Requirements:** Review the need to conduct a security and/or vulnerability assessment for the project. Include the study in the pre-design document along with associated costs.
- 35. Section 4.G Specialty Requirements:** Include any unique requirements that are applicable to the specific project. i.e. performance requirements, unique testing requirements, environmental reports, assessments, impact statements, facility condition audits that may have been done, hazardous materials surveys, unique construction, restrictions.
- 36. Section 4.G Specialty Requirements:** For renovations and demolitions, verify if the building or structure or amenity is on the register of historic places and/or within a historic district. Meet with the State Historic Preservation Office (SHPO) to determine requirements. Include all SHPO requirements in the pre-design as well as all specialty consultants (historic preservationist, archeologist) required for the future design team.
- 37. Section 4.H Project Procurement and Delivery:** Provide a written statement and recommendation of the proposed construction delivery method to be used on the project. Include the reasons for this selection. Options include: Design-Bid-Build, Best Value, Construction Manager at Risk, Design-Build.
- 38. Section 4.I- Project Design Services and other Owner Costs:** Provide a listing of all costs that will be incurred in order to build the project.
- 39. Section 4.J- Quality Control Plan:** Provide a listing of all quality control services and costs that are needed and will be incurred in order to building the project.
- 40. Section 5 Site Analysis and Selection:** Provide a narrative on why the preferred site was selected for the project based on the locations that best meet pre-identified site criteria. For State-owned buildings/State Agency projects, coordinate this effort with the Department of Administration, Real Estate and Construction Services.
- 41. Section 5 Site Analysis and Selection:** When locating or relocating or when proposing a new building or renovation, the Pre-design Document must include an

PREDESIGN CHECKLIST - continued

Complete N/A

analysis of the agency's location(s) using "*Criteria for Locating State Offices and Agencies*" located at: <http://mn.gov/admin/government/construction-projects/>

- 42. Section 5 Site Analysis and Selection:** If the proposed project is a new building that will be in a campus setting (i.e. school, university, prison, extended care); review location options on the campus in regards to efficient operation and programs provided on the campus. (i.e. Agency masterplanning of a campus should occur in order to give direction as to future growth and organization - Note: Masterplanning is not a bondable activity).
- 43. Section 5 Site Analysis and Selection:** Verify if the project will be required to undergo a State Environmental Review. To determine this, go to: <http://www.eqb.state.mn.us/EnvRevGuidanceDocuments.htm>. If required the predesign will need to include all applicable information and direction to the future design team to provide assistance to the owner and responsible government unit in conducting an environmental assessment (EAW) and environmental impact statement (EIS).
Note: If the project includes federal dollars, determine the need to complete an Environmental Assessment in accordance with the National Environmental Protection Act (NEPA).
Include all applicable guidelines for EAWs and EISs into the predesign submittal document if available; if not include costs for these in the project budget. Identify required timelines in the project schedule.
- 44. Section 6 Financial Information:** Compile the project costs using the Department of Minnesota Management and Budget's *Capital Budget Request* spreadsheet form (this form is included in this manual). Complete this form and include it in the submitted Predesign document.
- 45. Section 6 Financial Information:** Compile the projected operating costs using the *State Operating Costs* form (this form is included in this manual). Other formats/forms are also acceptable.
- 46. Section 6 Financial Information,** review the Project Delivery Method (single prime, multiple prime, design/build)for impact on the *Cost Plan* for the project.
- 47. Section 6 Financial Information,** include design fees for special consultants in the project costs (i.e. food service, acoustical, security, etc.).
- 48. Section 6 Financial Information,** verify existing utility infrastructures for adequate capacity needed to support the proposed building/facility or renovation. Incorporate costs for upgrades into the budget.
- 49. Section 6 Financial Information:** If applicable and/or desired, include percent for Art in the project cost. Statute 16B.35 Subdivision 1 applies [up to 1% of the appropriation can be allocated to art in public buildings – Detention facilities and non-public buildings are exempt.]

PREDESIGN CHECKLIST - continued

Complete N/A

- | Complete | N/A | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 50. Section 6 Financial Information: Assist the user agency in identifying and incorporating contingency phasing and funding plans into the predesign to anticipate questions during legislative hearings. |
| <input type="checkbox"/> | <input type="checkbox"/> | 51. Section 6 Financial Information: When the proposed project is for an existing correctional facility, obtain the contractor security requirements for the facility and include appropriate cost and schedule adjustments. (Working in a secure facility will add approximately 15-20% cost to the project). |
| <input type="checkbox"/> | <input type="checkbox"/> | 52. Section 6 Financial Information: On major building projects, use the predesign to develop an options based strategy for the agency to use in approaching the governor and legislature when requesting funding. The predesign should anticipate possible questions by presenting options for varying scopes and costs. Examples are: <ol style="list-style-type: none"> 1) It may make sense to break out options (and costs) to spread the funding rover several capital bonding sessions. 2) Phasing of the project |
| <input type="checkbox"/> | <input type="checkbox"/> | 53. Section 6 Financial Information: For renovations, a Facility Condition Assessment has been conducted on the existing building and associated upgrade costs are included in the estimate. |
| <input type="checkbox"/> | <input type="checkbox"/> | 54. Section 6 Financial Information: Conduct an industrial hygiene investigation to determine if there are any hazardous material/asbestos abatement clean-up costs, fuel tank removal and/or contaminated soils clean-up costs for the proposed project or site. |
| <input type="checkbox"/> | <input type="checkbox"/> | 55. Section 6 Financial Information: Provide the Life Expectancy of the major building components and building as a whole and included in the predesign document. Show comparison costs of varying construction systems/components and their life span. Indicate the selected system that was used to prepare the cost estimates. |
| <input type="checkbox"/> | <input type="checkbox"/> | 56. Section 6 Financial Information: (For State Agency projects) State's Design Guidelines were reviewed and associated costs accounted for. |
| <input type="checkbox"/> | <input type="checkbox"/> | 57. Section 7 Schedule Information: Include a schedule narrative and bar chart in the submittal document. Include time for hazardous material abatement, site clean-up, fuel tank removal and soils replacement costs, project schedule phasing time, relocation/move time, and any potential long-lead material deliveries. |
| <input type="checkbox"/> | <input type="checkbox"/> | 58. Section 7 Schedule Information: Include a quality control/coordination review of the construction documents by a third party. Include the cost cost of this in the design budget. Indicate a minimum of 2 months in the schedule for this review. |
| <input type="checkbox"/> | <input type="checkbox"/> | 59. For State Agency projects: Complete the Technology Checklist. Insert the MN.IT letter indicating they have reviewed and approved the Technology and |

PREDESIGN CHECKLIST - continued
Complete N/A

Telecommuting Plans.

- 60.** This predesign document contains all the necessary requirements and costs for:

 - a.** The owner to confidently pursue funding based on the cost estimates contained.
 - b.** The owner to advertise for design services and structure their contract with a design firm as to the design scope of work and fee; and,
 - c.** The future design team for all project requirements in order to carry out the proposed design.
 - d.** All owner costs required to deliver the proposed project.

- 61.** Include the SIGNATURE sheet, with signature of the ARCHITECT (see page 1).

PREDESIGN CHECKLIST – continued
TECHNOLOGY & TELECOMMUNICATIONS
Complete N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Obtain a copy of MN.IT’s “ <i>Building Infrastructure Guidelines For State-Owned Buildings</i> ” and review the requirements for costs to be included in the project. For future design use, should the project be funded, include the Technology Plan and guidelines in the predesign submittal. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. In coordination with MN.IT, determine the need for and develop a Technology & Telecommunications Plan for the project. Form and convene a Predesign meeting to determine the agency’s technology needs, goals, timelines and objectives. The Predesign Team will consist of, but will not be limited to: <ul style="list-style-type: none"> <input type="checkbox"/> Agency/customer <input type="checkbox"/> Real Estate and Construction Services’ (RECS) Project Manager <input type="checkbox"/> Telecommunications Analyst (S)/Designer (if required for predesign) Note: The State’s (RECS) Project Manager will provide the MN.IT contact name. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. For remodeling projects, verify existing technology infrastructures for adequate capacity. Include upgrade costs in the Cost Estimate. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Identify the user agency’s short and long range plans for technology needs. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Identify if the project is or will be a single building or campus configuration. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Identify existing distribution rooms and their capacity. |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Identify requirements for new distribution rooms. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Identify Fiber Optic requirements, existing locations, new fiber lines. |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Identify copper-wiring requirements, existing and new. |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. If information technology work is to be within an existing building, identify existing conditions; i.e. floor & ceiling heights & conditions, piping and duct conditions, water problems, feeder cable limitations, equipment room limitations. |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Identify existing telecommunications infrastructure service to the building. |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Identify types of existing cable trays and requirements for new cable trays. |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. For projects in existing buildings, identify available communications “pairs” coming into the building. |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. Identify MPOP (Main Point of Presence), APOP (Alternate Point of Presence), Internet Point of Presence locations and needs. |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. Forward a copy of the project Technology Plan and Telecommuting Plan to MN.IT. |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Obtain a written letter from MN.IT indicating acceptance of the Technology |

PREDESIGN CHECKLIST – continued
TECHNOLOGY & TELECOMMUNICATIONS

Complete N/A

-
- Plan and Telecommuting Plan for the project. Incorporate MN.IT’s letter into the Predesign Document.
 - 17.** Incorporate any changes into the Technology Plan as requested by MN.IT (resulting from review of agency’s technology plan for the project).
 - 18.** Verify existing utility infrastructures for adequate capacity and cost upgrades needed to support the proposed building/facility or renovation.

PREDESIGN CHECKLIST

Check off the above items as they are completed and include this checklist with your final submittal document. Completion of this checklist is **MANDATORY**.

CONSULTANT SIGNATURE:

Signature: _____

Name of Project: _____

Printed Name: _____

Agency: _____

Title: _____

Facility: _____

Company: _____

State Project No. _____

SAMPLE PREDESIGN SUBMITTAL COVER LETTER

LETTERHEAD
of Agency or Organization

[insert date]

Commissioner **[insert name of Commissioner of Administration]**
c/o Eric Radel
Real Estate and Construction Services
309 Administration Building
50 Sherburne Ave
St. Paul, MN 55155

Dear Commissioner **[insert name]**,

RE: Predesign Submittal for **[insert “a new”]** or **[“the remodeling of”]** **[insert name]** building

In accordance with Minnesota Statutes §16B.335, Subdivision 3, enclosed you will find the Predesign submittal document for the **[insert name of project, building & location]**. This predesign outlines the **[insert name of agency/political subdivision]** ‘s capital budget request for the **[insert year]** state legislative session.

This project consists of the **[new construction of]** or **[remodeling of]** **[insert number of square feet]** of space to support **[insert operational plan/goal]**. The total project cost is estimated to be **[insert amount]**. This proposal seeks **[insert “full funding”]** or **[“matching funds”]** in the amount of **[insert amount]**.

Sincerely,

[insert Commissioner/Authority Name]
[or head of political subdivision or other approving authority]

Enclosure

cc:

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CITY COUNCIL STAFF REPORT
Meeting Date October 23, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Lois Knutson, Administrative Services & Performance Measurement Coordinator

PRESENTER: Melinda Coleman, City Manager

AGENDA ITEM: Award of 2024 Charitable Gambling Funds

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Each year the City of Maplewood 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 Council received 8 applications with \$57,500 in requests for projects in this year's priority categories of Environment & Natural Resources and Safety Programs. The budgeted amount to award is \$40,000.

Recommended Action:

Staff recommends the City Council review and approve the proposed award amounts below.

Organization	<i>Amount Requested</i>	Recommended Award
Aquatic Research & Conservation Society, Inc.	\$5,000.00	\$2,900.00
Carver Elementary PTO	\$6,000.00	\$4,700.00
Fish & Waters Conservation Fund	\$10,000.00	\$3,600.00
Friends of Maplewood Nature Center	\$5,000.00	\$4,000.00
Maplewood Fire Department	\$7,500.00	\$6,900.00
Presentation of the Blessed Virgin Mary	\$1,500.00	\$1,200.00
Silver Lake Improvement Association	\$2,500.00	\$2,000.00
Tubman Family Alliance	\$20,000.00	\$14,700.00
	\$57,500.00	\$40,000.00

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$40,000.

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: NA

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The City of Maplewood grants funds from the Charitable Gambling Tax Fund to support activities and services that benefit Maplewood residents.

Background

In an effort to make a more significant impact for each organization, the City Council directed staff to develop a three-year rotating schedule, whereby priority for funding will be given to requests that fit into specified categories each year.

Year 1 (2022): Social Supports and Senior Citizen Services

Year 2 (2023): Youth Programs and Community Engagement & Events

Year 3 (2024): Environment & Natural Resources and Safety Programs

The City Council approved this modification to the Charitable Gambling Policies on August 23, 2021. Therefore, the funds currently being awarded for 2024, will have priority given to Environment & Natural Resources and Safety Programs.

The City Council reviewed the approved applications on October 9, 2023. Upon reviewing the applications, the Council submitted recommendations for award amounts to staff to be tallied. Staff has tallied the recommendations and has provided suggested award amounts for the Council to consider.

Attachments

1. 2024 Charitable Gambling Funds Recommended Awards

2024 Charitable Gambling Funds Score Sheet

Organization	Amount Requested	Abrams	Cave	Juenemann	Lee	Villavicencio	Recommended Award
Aquatic Research & Conservation Society, Inc.	\$5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$4,000.00		\$ 2,900.00
Carver Elementary PTO	\$6,000.00	\$ 1,000.00	\$ 6,000.00	\$ 4,500.00	\$6,000.00	\$6,000.00	\$ 4,700.00
Fish & Waters Conservation Fund	\$10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$5,000.00		\$ 3,600.00
Friends of Maplewood Nature Center	\$5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,500.00	\$4,000.00	\$5,000.00	\$ 4,000.00
Maplewood Fire Department	\$7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$7,000.00	\$5,000.00	\$ 6,900.00
Presentation of the Blessed Virgin Mary	\$1,500.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$1,500.00	\$1,500.00	\$ 1,200.00
Silver Lake Improvement Association	\$2,500.00	\$ 1,000.00	\$ 2,500.00	\$ 1,500.00	\$2,500.00	\$2,500.00	\$ 2,000.00
Tubman Family Alliance	\$20,000.00	\$20,000.00	\$ 7,500.00	\$ 16,000.00	\$10,000.00	\$20,000.00	\$ 14,700.00
	\$57,500.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00

Each council member had \$40,000 to distribute among the groups. The final recommended award is the average of their scores.

Any reduction in available funds will result in a proportional reduction of the award amount.

Organizations must receive awards from a minimum of three council members to be qualified to receive funding.

CITY COUNCIL STAFF REPORT
Meeting Date October 23, 2023

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Elizabeth Hammond, Planner

PRESENTER: Danette Parr, Community Development Director

AGENDA ITEM: Snake Discovery, 831 Century Avenue North
 a. Conditional Use Permit Amendment Resolution
 b. Zoning Map Amendment Ordinance (Requires four votes)

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Snake Discovery has requested to install one exterior light within their parking lot. The property has a conditional use permit from a prior business that operated on the site (a garden center), and one of the conditions explicitly prohibits exterior lighting. An amendment to the conditional use permit is required to proceed with the proposed light.

As part of this proposed CUP amendment, city staff reviewed the official controls for this property. It was identified that there was an inconsistency between the zoning of the property and the 2040 Comprehensive Plan designation. State law requires the zoning of parcels to be consistent with the city's adopted comprehensive plan.

The west portion of the property is currently zoned single-dwelling residential, where the parking lot is located. The east portion of the property is zoned business commercial. The city's 2040 Comprehensive Plan guides the overall property as mixed-use neighborhood, and this land-use designation does not support additional development of single-dwelling homes. This rezoning will eliminate the zoning and land use inconsistency so that the property complies with the future land use designation in the city's comprehensive plan as state law requires.

Recommended Action:

- a. Motion to approve a conditional use permit amendment resolution for the property at 831 Century Avenue North, subject to certain conditions of approval.
- b. Motion to approve an ordinance amending the City's zoning map to rezone the west portion of the property at 831 Century Avenue North from R1, single-dwelling residential, to BC, business commercial.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$ 0.00

Financing source(s): Adopted Budget Budget Modification New Revenue Source

Use of Reserves ✓ Other: n/a

Strategic Plan Relevance:

Community Inclusiveness Financial & Asset Mgmt Environmental Stewardship
 Integrated Communication ✓ Operational Effectiveness Targeted Redevelopment

The city deemed the applicant's application complete on August 29, 2023. The initial 60-day review deadline for a decision is October 27, 2023. As stated in Minnesota State Statute 15.99, the city can take an additional 60 days (to December 26, 2023), if necessary, to complete the review.

Background:

Snake Discovery, an indoor educational zoo and retail store featuring reptiles and amphibians, uses the property. The property has a conditional use permit for the previous business, a garden center that operated on the site for many years. The conditional use permit for the property was initially granted in 1971, allowing a parking lot on the property, and was subsequently amended to allow outdoor sales and display. Historically, the property has been used since the 1950s for commercial uses, but when the property for the parking lot was acquired, that area of the parcel maintained a residential designation. While on a separate legal parcel, the Snake Discovery building is attached to a veterinary clinic and a 10-unit apartment building (formerly a hotel).

Conditions and language within the existing CUP are specific to the previous business. One particular condition states that there cannot be exterior lighting in the parking lot. The applicant is requesting to install one external light in the parking lot to provide visibility and safety for staff and visitors to the zoo and retail store. The preliminary photometric plan is included with this report for reference. The final light design and any future exterior lighting must be reviewed by city staff before installation and achieve city ordinance requirements.

In 1988, the city council approved re-guiding the property's land use to commercial and rezoning only a portion of the property to commercial, where the building is located, keeping a part of the property where the parking lot is situated as residential. The surrounding neighbors opposed the business expanding the operations on the parking lot and towards the residential street to the west; as a result, the council decided to rezone only a portion of the property and restrict the use of the back portion. It should be noted that the 2030 and 2040 Maplewood comprehensive plans have guided the entire parcel for either commercial or mixed use – meaning that single-family zoning on any part of the parcel is inconsistent with the comprehensive plan. The parking lot is within the same parcel of property as the building and has always been used for commercial purposes.

Prior City Action and Court Case – Dege Garden Center

In 1971, when the conditional use permit was first granted to Dege Garden Center, the permit allowed for the area behind the building to be used as a parking lot for the business. The property was zoned residential, but the CUP allowed the owner to use the area for customer parking. In 1986, the owner obtained a building permit to build a garage on the parking lot. The permit was issued in error, and the garage was substantially complete. The city later stopped the owner from completing the garage, stating it violated the CUP.

In 1987, the owner filed a declaratory judgment action against the city, and the district court granted summary judgment in the owner's favor, allowing him to keep the structure. However, the court of appeals later reversed the decision, ruling in favor of the city and requiring the owner to remove the

garage. The summary judgment and appeals ruling from this case are attached for reference, and it does not prohibit the city from formally rezoning the west half of the parcel to comply with the comprehensive plan.

Conditional Use Permit

The site has an existing conditional use permit, which prohibits exterior lighting. The applicant formally requests to amend the CUP for an exterior light. The request requires a revision to the CUP and offers the opportunity to review the conditions on the permit so that they better reflect and address the current site conditions. In doing so, staff recommends that the previous requirements under the CUP granted in 1971 and amended in 1988 be terminated. The property still requires a CUP, as exterior storage or sales occur underneath the canopy area. Staff is recommending the following conditions be placed on the conditional use permit:

1. This conditional use permit, approved on October 23, 2023, supersedes the permit issued on June 3, 1971, and amended on June 1, 1988. All previous CUP conditions are terminated.
2. The city council will review the permit in one year.
3. Outdoor sales, storage, and display are not permitted in the parking lot. These activities are allowed, however, limited to the area underneath the canopy structure along the west side of the building or at the main entrance on the east side of the building, off Century Avenue.
4. A trash enclosure is required around all trash containers or dumpsters and shall be 100 percent opaque. The enclosure must meet city ordinance requirements in Section 44-19 (e). The owner will submit a plan detailing the proposed location and design of the trash enclosure before installation. The location of the trash enclosure shall minimize the loss of parking spaces. The enclosure is required to be maintained on the site at all times.
5. The fence surrounding the parking lot perimeter must be continuously maintained or repaired as needed. The fence shall be 100 percent opaque and 6 feet in height.
6. A landscaped and screened area shall be continuously maintained around the parking lot perimeter. Plantings shall be maintained in a neat and healthy condition. Plantings that have died shall be promptly replaced and must meet city ordinance requirements in Section 44-19 (a) – (d).
7. Exterior lighting is required to be reviewed by city staff before installation and to achieve city ordinance requirements. The applicant will submit all the necessary plans for review as described in Section 44-20 (c) (1). Lighting shall be equipped with an automatic dimmer control.
8. Customers of the business cannot park on adjacent residential streets. The owner will install a “stop” sign and a “no left turn” sign at the parking lot exit onto 7th Street East. The owner will coordinate the location and installation of the sign with the Public Works Department.
9. The parking lot area shown on the Overview Map – Site Plan, Dated October 16, 2023, is to be used exclusively for customer parking accessory to the primary commercial building on the parcel. The city council must approve any changes to the site through an amendment to this permit.

Zoning Map Amendment

As part of this current CUP amendment, city staff is proposing to formally rezone the west portion of the property, currently designated as single dwelling residential, where the parking lot is located, to business commercial, eliminating the zoning and land use inconsistency and ensuring the property's zoning complies with the future land use guidance in the city's comprehensive plan, as state law requires. The current land use guidance for the property is Mixed Use – Neighborhood.

Statutory Language

Minnesota Statutes, Chapter 473, relates to the Metropolitan Council. The following are a few sections from the land use planning portions of that statute that address the requirement for consistency between the comprehensive plan designation and zoning for a property. The statutory language directly explains why staff initiated rezoning this property's west portion.

473.858 COMPREHENSIVE PLANS; LOCAL GOVERNMENTAL UNITS.

Subdivision 1. No conflicting zoning, fiscal device, official control.

Within nine months following the receipt of a metropolitan system statement for an amendment to a metropolitan system plan and within three years following the receipt of a metropolitan system statement issued in conjunction with the decennial review required under section 473.864, subdivision 2, every local governmental unit shall have reviewed and, if necessary, amended its comprehensive plan in accordance with sections 462.355, 473.175, and 473.851 to 473.871 and the applicable planning statute and shall have submitted the plan to the Metropolitan Council for review pursuant to section 473.175.

The provisions of sections 462.355, 473.175, and 473.851 to 473.871 shall supersede the provisions of the applicable planning statute wherever a conflict may exist. If the comprehensive municipal plan is in conflict with the zoning ordinance, the zoning ordinance shall be brought into conformance with the plan by local government units in conjunction with the review and, if necessary, amendment of its comprehensive plan required under section 473.864, subdivision 2.

473.865 ADOPTION; CONFLICTS, AMENDMENT OF CONTROLS, DEVICES.

Subd. 2. No conflict with plans. A local governmental unit shall not adopt any official control or fiscal device which is in conflict with its comprehensive plan or which permits activity in conflict with metropolitan system plans.

Subd. 3. Amendments. If an official control conflicts with a comprehensive plan as the result of an amendment to the plan, the official control shall be amended by the unit within nine months following the amendment to the plan so as to not conflict with the amended comprehensive plan.

Commission and City Council Review

Planning Commission

September 19, 2023: The Planning Commission reviewed the conditional use permit amendment and zoning map amendment ordinance. The commission voted to recommend approval of the conditional use permit, requesting staff to assess the parking on the site as it compares to current parking requirements. The planning commission voted to deny recommending the rezoning amendment ordinance.

Overall, the site has (39) stalls in the back parking lot and (4) stalls in front of the building for a total of (43). The current parking requirement is one stall for every 200 square feet of floor area. The building is approximately 10,500 square feet and would require 52.5 stalls. There is space along the north and west property lines where the parking lot could be expanded, closer to the adjacent residential homes, but it would require that the fence be moved and the removal of established trees and shrubs, which provide screening for the site currently.

Staff has visited the site on several occasions and has yet to see the parking lot full. The owners of Snake Discovery have stated that other than once a rare occasion, they have not experienced an issue with their customers not being able to park on the site. The current commercial use has been in place for many years, and the only physical change to the property before the council is a request to add an exterior light pole in the parking lot. Therefore, staff is not recommending additional conditions or assessments related to the parking onsite.

City Council

October 9, 2023: The City Council reviewed the request and tabled the application to the next meeting, requesting that staff revise the conditions on the permit. The council wanted to eliminate language that would have potentially required the applicant to enlarge the parking lot and to add specific language clarifying that the area used for parking may continue to be used for parking and that the city council must review any changes to the site plan. Staff made a map to illustrate the current conditions of the parcel and referenced the "overview map-site plan, dated October 16, 2023" in the condition. Additionally, the council did not find it necessary to require that the light be turned off at night, so staff removed this requirement.

October 23, 2023: The City Council will review the request and make the final determination on the conditional use permit amendment and zoning map amendment ordinance.

Department Comments

None.

Public Comments

Staff sent a public hearing notice and application details to the properties within 500 feet of the subject property. Seven written comments, a neighborhood petition, and a letter from an attorney that a resident hired were received. It should be noted that two of the seven comments included in the staff report below are from the same person, one comment being received prior to the October 9, 2023, city council meeting, and then a second comment received prior to the October 23, 2023, city council meeting.

1. I was unable to attend the September 19th Maplewood Planning Commission meeting regarding the Snake Discovery discussion but just watched it on the web site. It seemed that the hearing notice mentioned the main reason for the meeting was for a parking lot light. Obviously, it was more about the residential lot. To be clear: 1) I am ok with a light in the Snake Discovery Parking lot, 2) I do not want the lot zoned to commercial. As soon as that lot is changed to commercial it opens up the potential for changes that I don't want to see in my residential neighborhood. I can't say I've found Snake Discovery to be the most considerate neighbors. I think their business might have gone better than expected so they are looking for ways to expand; well I don't want that in the residential lot. That parking lot

needs to continue to stay the way it is. I will be attending the October City Council Meeting to express my concerns. Thank you, (Roseann Cronk, 2695 7th St E)

2. My name is Tim Koenig and my wife Sue and I own the property directly west of the Snake Discovery (825 Mayhill Rd N). We have lived in our home since August of 1998. We would like to be clear on the reasoning for rezoning. It sounded like the owners of Snake Discovery are not requesting it. It sounded like Staff initiated the rezoning just because the current zoning is a little odd and not normal, is that correct? It was brought up by a neighbor at the Public Hearing on September 19 that the CUP be modified and not rezoned. Why is that not possible? If all Snake Discovery wants is a light then why did staff recommend rezoning it? Why not change the CUP and give them a light? Who is the staff and what is their roll compared to the City Council? With the street project that was completed a few years ago we (on Mayhill) are now limited to 1 side of the street parking. Snake Discovery is popular during the summer months, this causes increased traffic and limits parking for the residents and their guests on 7th St and Mayhill Rd. Also we have a lot of children on our block and the added traffic is a big concern. Parking was also discussed and there was talk of expanding the parking lot and removing the trees and moving the fence. We would not want the current landscaping cut down. It is obstructing the view of the commercial building which is a plus for the neighborhood. We would also request that the fence be made mandatory in the revised CUP. We do want to have head lights shining into our home. Can you confirm the following: The Motion to approve a change to the Conditional Use Permit – passed contingent on a parking assessment. My understanding of that is that the assessment will happen and then the results will be available to the public. But then what? Will it will be voted on again? According to the mailing the change to the CUP was to “Install one external light pole to be placed in the site’s parking lot”. Is that all that is going to be changed in the CUP? The Motion to approve zoning R1 single to BC (business commercial) did not pass. So now it goes to the City council to meet on Oct 9th. 7:00 pm and they will vote. Will our concerns be taken into consideration before the vote? Do we need to submit our concerns prior to that meeting? Thank you. (Tim & Sue Koenig, 825 Mayhill Rd N)
3. I attended the meeting on September 19, 2023 regarding the snake discovery rezoning to commercial property. I am opposed to rezoning to commercial, there’s no reason they can’t put up a light in their parking lot. It doesn’t even have to be a commercial grade, we all have them on our garages and light up the area very well. It is a residential neighborhood and they knew that when they purchased the property. As far as the residents responding to this notice before the September 19 meeting your notice does not state that must happen. It says if you would like to provide feedback relating to this application, so that was an improper statement you made at the meeting. (Christine Stenger, 2703 7th St E)
4. I live at 777 Mayhill Rd N, Maplewood, MN 55119. My biggest concern is the overflow of parking onto Mayhill and 7th Street. As you mentioned in the last meeting, please review the number of stalls and the parking requirements for commercial use zoning. If this lot is rezoned to commercial is there an opportunity to expand the lot? If this is an idea I would suggest a stipulation to a new CUP amendment that the commercial fence surrounding the full exterior of the property line and landscaping be included to keep the aesthetic of the community. To increase safety I would like to see a No Left Turn sign be placed at the exit of their parking lot. Regarding the light that Snake Discovery would like to install. The Lighting guy that spoke at the meeting was very helpful and I only wonder about the timing that the light will be in use. Will it be on all night? Could there be a timer that would shut it off

within 2 hours after closing so it is not on all night? Maybe this would be a good way to work together? Thank you for your time and your review of this matter. (Missy Ek, 777 Mayhill Road)

5. I live directly West across the street at 833 Mayhill Road North from the subject property. This location has always been a controversial topic, at least to the residents on Mayhill Rd N. and 7th Street E. Living here since December of 1987, I have not experienced any significant problems from the previous longtime business owner, George Dege. To date, the current owners of Snake Discovery seem to be responsible and appear to care about the neighborhood. In fact, they have referred their clientele to utilize the Nature Center trail as seen on their YouTube videos. The current proposal of installing an external light in the parking lot not only makes good sense from a business standpoint, but most assuredly a SAFETY one. Why hasn't this been done before? For the proposal to zone the entire property as Commercial also seems to make sense. While I know there is strong opposition from the neighbors, this property, at least since I've been living here has always been used as Commercial. Again, why hasn't this been corrected years ago? This was an opportunity missed before the new business owners, Snake Discovery, opened their doors. It would be beneficial and deserving to explain this process to the residents as to why this proposal is coming up now. There's much speculation circulating by zoning this property Commercial. Residents are angry and fearful to think there could be a gas station or fast food restaurant there one day and are trying to preserve their neighborhood. Let's get this right Maplewood...whether it be to zone it Commercial or leave it as a Conditional Use Property. At the very least, listen to your residents. (Carol McDonough, 833 Mayhill Rd N)

6. I am writing you in regards to a motion to rezone the west portion of the property located at 831 Century Ave. N. I have reached out to all of you in hopes to have a discussion about this, and for those of you who have taken the time to respond, thank you. I have expressed to you in conversation, at the previous city council meeting, and initially at the planning commission meeting that I am against rezoning the R1 portion to B/C. I stand firm in my conviction that the rezoning should not happen. I take that position because I think that if rezoned, it would depreciate the property value of not only my residence, but also those of my fellow neighbors in this residential area. The potential for aesthetic change should a rezoning take place is also very concerning. I purchased the house my aunt and uncle built knowing what I was getting. Much like all people or business that move into where they decide to be. Any change would take away from our neighborhood, period. What I have been hearing while paying attention to this topic are words like inconsistency, fear, nothing proposed right now, nothing communicated previously, parking concerns, traffic, and others. So I would like to touch on this. The inconsistency, as mentioned by staff, is between the comp plan and the zoning. What I want you all to know, is that the inconsistency I see, is that the city allowed a parking lot on a R1 property in the first place. That was put on this residential neighborhood years ago. The neighborhood has had no choice but to accept that and it has become part of the neighbor. To my knowledge, no one is even asking for that to change. I for one, am not speaking out of fear as perceived by some. I am speaking out of the desire to preserve my residential neighborhood as it has been. Any change would deteriorate from the neighborhood feel as it is and as it should remain. I heard some fear from the council to "deal with Met Council". I have personally reached out the the Met Council. From the conversation I had, they will amend the comp plan per the city request as mentioned as an option at the City council meeting. I would also like to remind you that the comp plan is not perfect and has been amended multiple times already. Nothing is being proposed right now by any member of the community. So as someone said at the council meeting, nothing is broke so nothing needs to be fixed. It was also mentioned by the city

attorney that there is no deadline because of the same reason. As far as nothing being communicated prior to the planning commission meeting, the letter that was received by those of us within 500' stated that it was a public hearing and we would have our chance to speak. That is the route I chose to take and I do appreciate the opportunity to take part. Since then, our neighborhood has submitted a petition to you, and I would like to note, that an over whelming majority if not all residents signed the petition. Further out that the required 500' notification that was sent out. The entire neighborhood is against the rezoning. Yet, very few if any are opposed to the proposed light also at topic. This neighborhood has absorbed excess traffic and congested parking on our streets due to our business neighbor. They have told their customers to use residential streets as their parking lot in YouTube video form before they even opened for business. The concern with that is the excess traffic that the streets are not designed for, safety of our residential community, the children, the pets, the environment, and the use of our personal driveways as a means to turn around. It is not an everyday occurrence, and that is why it has been tolerated without much complaint. I am happy to see a successful business occupy the property in question. However, their success as a business should not be at the expense of the residential neighborhood. In conclusion, I am asking you to amend the CUP attached to this property. Allow my neighbor to put a light in their lot. Keep in place the items that conserve the neighbor as is. I recommend adding in public notification to any future amendment proposals to the the CUP. I urge you to listen to your constituents, leave to zoning as is and amend the comp plan. Thank you for your support. I will not be able to attend the meeting on 10/23 as I have other commitments. (Joe Koegel, 2677 7Th. St. E)

7. I would like to respond to Mayor Abrams comment during the October 9th City Council meeting that, "This has been a parking lot for 52 years....no way that is not going to be a parking lot....if residents wanted this to not be a parking lot we don't have the authority as the City Council after 52 years and you living with the parking lot for 52 years that we have authority to change that."

The residents didn't have a choice because the City gave Dege the authority to use the R1 lot as a parking lot. Dege was in business for that number of years and the CUP attached to that property gave him a Special Use Permit to do so. Dege purchasing the lot was the answer to complaints of traffic pulling out directly onto Century (safety concerns) and because delivery trucks were having difficulty maneuvering around the original lot damaging neighboring properties. As long as Dege was in business we had no option but to respect the Cities decision. Number 9 of the CUP from 1971 stated:

The Special Use Permit to use the site for off-street parking shall be assigned to the Dege Garden Center. Any change in occupancy or use of the current Dege Garden Center shall not give future occupants any rights to the use of the parking allowed in this permit. Further, should the Dege Garden Center vacate its business premises, go out of business, or abandon its current site, then the Special use Permit for off-street parking of lots 31 and 32, Blk 1, Cahanes Acres, shall become immediately null and void and such parking land use rights in this Permit shall not be transferable or negotiable by the permittee (Mr. Albert Dege) to any future occupants or purchasers of Dege Garden Center property located at 831 Century Avenue, North.

Based on the above, I don't think there was an error in leaving that lot zoned as R1 because it was not assumed that it would be a parking lot for this length of time. Or, there was a possibility that it could return to residential lots in the future.

It was continuously noted at the City Council meeting that Snake Discovery did not request the change in zoning so I'm assuming they didn't have an issue with the lot being zoned R1. Based on a conversation Joe Koegel had with the Met Council I don't think they care either; they go by the recommendations of the City. There isn't a need to make a change to the Comprehensive Plan. Mr. Batty stated the City can change the Comprehensive Plan for a single parcel. I don't know how you can ignore the Planning Committee's vote of 3 to 2 to leave the zoning R1 or the neighborhood petition requesting the city leave the lot zoned R1.

I'm really disappointed to hear the City Council members say that they don't want to work with the Met Council because it's too much work. Isn't that why we voted you in office? Isn't that part of the job? Did you say, "Oh, I would like to run for City Council but don't ask me to do anything with the Met Council because it's too much work." I wouldn't have gotten away with that at my job. I thought you worked for the citizens of Maplewood. This parking lot is specifically located in a residential neighborhood while most of the commercial business is contained on Century Avenue. I want it to stay that way. These are my requests:

- The parking lot remains zoned as R1
- There are notes made that this lot is permanently zoned R1 so we don't have to visit this again
- The CUP states the parking lot must remain its current size which includes wide boulevards. Respectfully, (Roseann Cronk, 2695 7th St E)

Reference Information

Site Description

Site Size: 1.04 Acres
Existing Land Use: Snake Discovery (Commercial)

Surrounding Land Uses

North: Single Dwelling Residential
South: Commercial and Single Dwelling Residential
East: Commercial
West: Single Dwelling Residential

Planning

Existing Land Use: Mixed-Use, Neighborhood
Existing Zoning: Commercial and Single Dwelling Residential

Attachments:

1. Conditional Use Permit Amendment Resolution
2. Zoning Map Amendment Ordinance
3. Overview Map
4. Future Land Use Map
5. Zoning Map
6. Applicant's Narrative

7. Preliminary Lighting Plan
8. CUP Conditions, Dated June 1, 1988
9. Summary Judgement, Dated May 12, 1987
10. Minnesota Court of Appeals Decision, Dated December 18, 1987
11. DRAFT Planning Commission Meeting Minutes, Dated September 19, 2023
12. Petition Against Rezoning of Property at 831 Century Avenue North
13. Letter from an Attorney, Dated October 9, 2023
14. DRAFT City Council Meeting Minutes, Dated October 9, 2023
15. Overview Map – Site Plan, Dated October 16, 2023

CONDITIONAL USE PERMIT AMENDMENT RESOLUTION

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

Section 1. Background.

1.01 Edward Robert, on behalf of Snake Discovery, has requested to amend the Conditional Use Permit for the property located at 831 Century Avenue North.

1.02 The property located at 831 Century Avenue North is legally described as:

Lots 31 and 32, Block 1 of Cahanes Acres; That part of Lot 1, Block 1 of Cahanes Acres, except the east 85 feet thereof, lying Southerly of the following described line: Beginning at a point on the West line of Lot 1, 21.9 feet North of the Southwest corner of said Lot, thence easterly to a point on the east line of Lot 1, 16.18 feet north of the Southeast corner of said Lot and there terminating; Also Lot 2, Block 1 of Cahanes Acres, except that part of the east 85 feet lying north of the following described line: Beginning at the northwest corner of said Lot 2; thence easterly to a point on the east line of Lot 2, 5.3 feet south of the northeast corner of said lot and there terminating.

PIN: 252922440052

Section 2. Standards.

2.01 General Conditional Use Permit Standards. City Ordinance Section 44-1097(a) states that the City Council must base approval of a Conditional Use Permit on the following nine standards for approval.

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would not exceed the design standards of any affected street.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.

7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

Section 3. Findings.

3.01 The proposal meets the specific Conditional Use Permit standards.

Section 4. City Review Process

4.01 The City conducted the following review when considering this conditional use permit request.

1. On September 19, 2023, the Planning Commission held a public hearing. City staff published a hearing notice in the Pioneer Press and sent notices to the surrounding property owners. The Planning Commission gave everyone at the hearing a chance to speak and present written statements. The Planning Commission recommended that the City Council approve this resolution.
2. On October 9, 2023, the City Council discussed this resolution. They considered reports and recommendations from the planning commission and City staff. The City Council tabled the discussion until the next meeting scheduled for October 23, 2023.
3. On October 23, 2023, the City Council discussed this resolution. They considered reports and recommendations from the planning commission and City staff.

Section 5. City Council

5.01 The City Council hereby _____ the resolution. Approval is based on the findings outlined in section 3 of this resolution. Approval is subject to the following conditions:

1. This conditional use permit, approved on October 23, 2023, supersedes the permit issued on June 3, 1971, and amended on June 1, 1988. All previous CUP conditions are terminated.
2. The city council will review the permit in one year.
3. Outdoor sales, storage, and display are not permitted in the parking lot. These activities are allowed, however, limited to the area underneath the canopy structure along the west side of the building or at the main entrance on the east side of the building, off Century Avenue.

4. A trash enclosure is required around all trash containers or dumpsters and shall be 100 percent opaque. The enclosure must meet city ordinance requirements in Section 44-19 (e). The owner will submit a plan detailing the proposed location and design of the trash enclosure before installation. The location of the trash enclosure shall minimize the loss of parking spaces. The enclosure is required to be maintained on the site at all times.
5. The fence surrounding the parking lot perimeter must be continuously maintained or repaired as needed. The fence shall be 100 percent opaque and 6 feet in height.
6. A landscaped and screened area shall be continuously maintained around the parking lot perimeter. Plantings shall be maintained in a neat and healthy condition. Plantings that have died shall be promptly replaced and must meet city ordinance requirements in Section 44-19 (a) – (d).
7. Exterior lighting is required to be reviewed by city staff before installation and to achieve city ordinance requirements. The applicant will submit all the necessary plans for review as described in Section 44-20 (c) (1). Lighting shall be equipped with an automatic dimmer control.
8. Customers of the business cannot park on adjacent residential streets. The owner will install a “stop” sign and a “no left turn” sign at the parking lot exit onto 7th Street East. The owner will coordinate the location and installation of the sign with the Public Works Department.
9. The parking lot area shown on the Overview Map – Site Plan, Dated October 16, 2023, is to be used exclusively for customer parking accessory to the primary commercial building on the parcel. The city council must approve any changes to the site through an amendment to this permit.

_____ by the City Council of the City of Maplewood, Minnesota, on October 23, 2023.

A ZONING MAP AMENDMENT ORDINANCE TO REZONE THE WEST PORTION OF THE PROPERTY LOCATED AT 831 CENTURY AVENUE NORTH FROM THE R1, SINGLE DWELLING RESIDENTIAL DISTRICT TO THE BC, BUSINESS COMMERCIAL DISTRICT

The City of Maplewood, Minnesota Ordains:

Section 1.

1.01 The property located at 831 Century Avenue North is legally described as:

Lots 31 and 32, Block 1 of Cahanes Acres; That part of Lot 1, Block 1 of Cahanes Acres, except the east 85 feet thereof, lying Southerly of the following described line: Beginning at a point on the West line of Lot 1, 21.9 feet North of the Southwest corner of said Lot, thence easterly to a point on the east line of Lot 1, 16.18 feet north of the Southeast corner of said Lot and there terminating; Also Lot 2, Block 1 of Cahanes Acres, except that part of the east 85 feet lying north of the following described line: Beginning at the northwest corner of said Lot 2; thence easterly to a point on the east line of Lot 2, 5.3 feet south of the northeast corner of said lot and there terminating.

PIN: 252922440052

1.02 The west portion of the property is hereby rezoned from R1, single dwelling residential district, to BC, business commercial district.

Section 2.

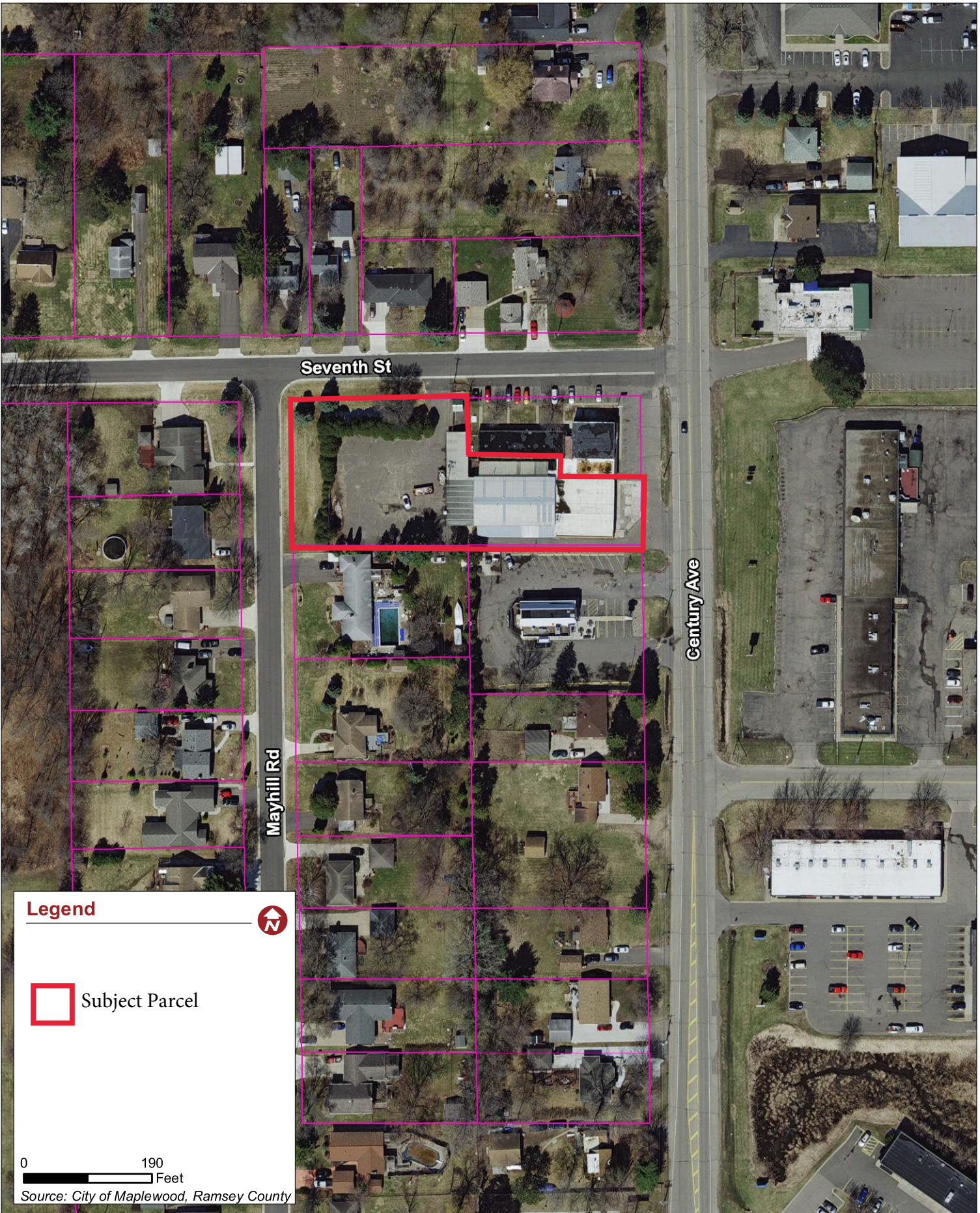
2.01 This ordinance is based on the following findings:

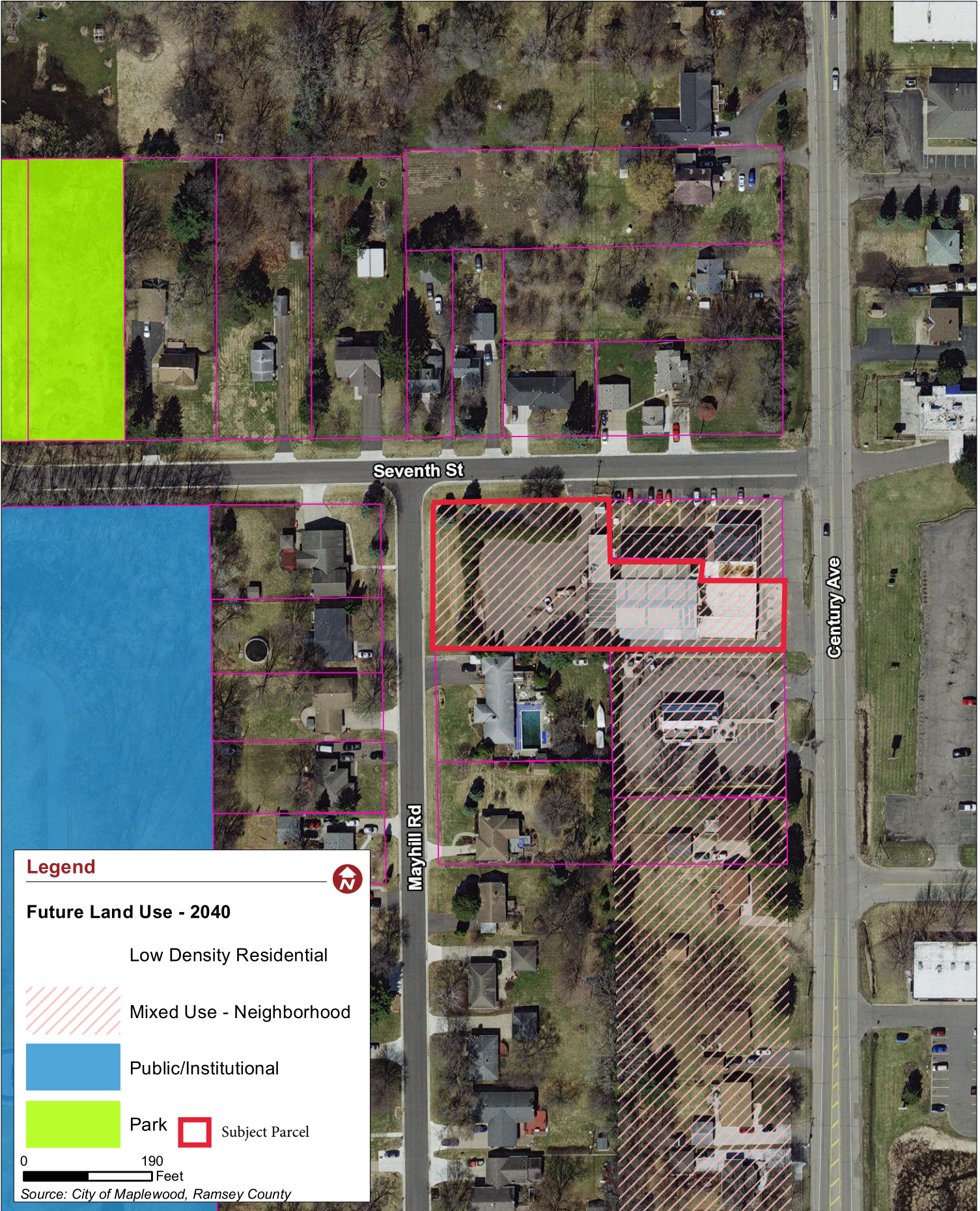
1. The rezoning to BC, business commercial district would result in land use and development compatible with the existing surrounding development type.
2. The rezoning would be consistent with the intent of the zoning ordinance and the comprehensive plan.
3. The rezoning would be consistent with public health, safety, and welfare.

Section 3.

3.01 This ordinance is effective upon publication in the city's official newspaper.

_____ by the City Council of the City of Maplewood, Minnesota, on October 23, 2023.





Legend



Future Land Use - 2040

Low Density Residential



Mixed Use - Neighborhood



Public/Institutional



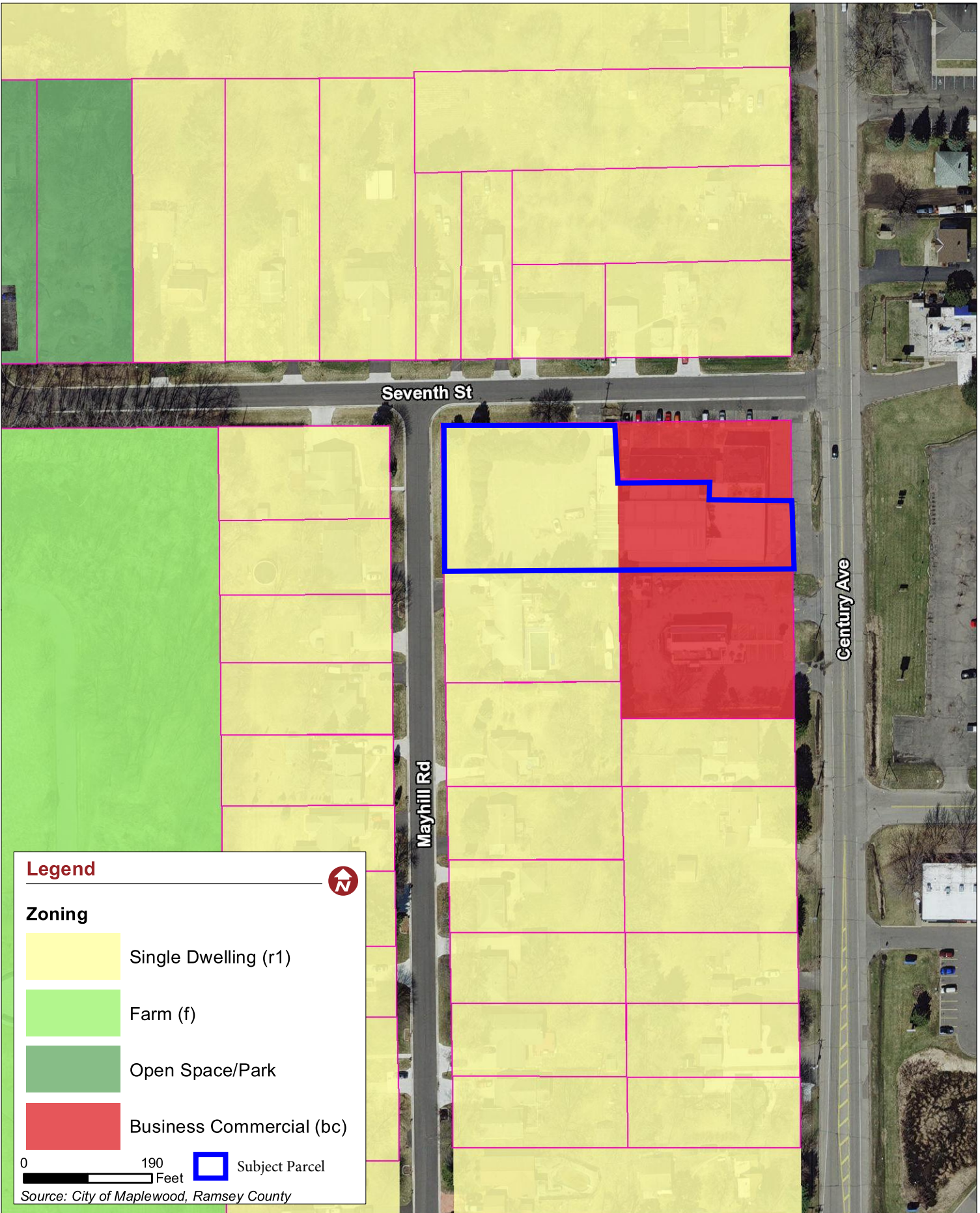
Park



Subject Parcel



Source: City of Maplewood, Ramsey County



The property this conditional use permit is currently being used for is a parking lot for the retail/zoo named Snake Discovery. The current issue as it sits today is there is no light illuminating the parking lot. This has security concerns for the staff of Snake Discovery as well as the customers as the business stays open until 8pm and staff generally leaves around 9pm. This, along with the parking lot being behind the Snake Discovery building (hidden from Century Ave.), encourages a dangerous environment without proper lighting.

The proposed lighting report put together by Total Lighting has one light fixture in the center of the parking lot that should adequately light the entire parking lot without affecting neighbors, as the property edge will only see .5-foot candles. No other changes would be made to the area, which should not affect the existing character of the surrounding area or depreciate property values. The light described to be used will be LED causing as little environmental effect as possible while still lighting entire lot. The intended purpose would only be for the safety of customers and staff of the Snake Discovery facility.



Not to Scale

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
LOT_Planar	Illuminance	Fc	1.17	4.4	0.0	N.A.	N.A.

Luminaire Schedule								
Symbol	Qty	Label	Manufacturer	Description	Arrangement	Lum. Lumens	Lum. Watts	LLF
	1	AA2	LINMORE LED	LL-SL1-SM-75WD-40K-T3-[UNV.HV]-G2-xxx-xx-[SN.PC] 2 FIXTURES BACK TO BACK	Back-Back	12284	75	0.900

1. Lighting Reflectance of 80/50/20 used unless noted otherwise
2. Interior calc points shown at 30" A.F.F. unless noted otherwise
3. Exterior calc points shown at grade unless noted otherwise
4. Emergency egress calc points shown at 0" A.F.F.
5. Photometric drawings are for Design purposes only, not for Construction documents

Project #:
Date: 6/20/23
Paper Size: ARCH D - 24x36"

Calculated light levels shown are estimates based on information provided. Due to unknown site conditions JTH Lighting assumes no responsibility for installed light levels.

Project #:
Date: 6/20/23
Paper Size: ARCH D - 24x36"

SNAKE DISCOVERY





PROJECT NAME		DATE	
CAT. NUMBER			
NOTES			

SPEC SHEET

Site Lighter (SL1)

EXTERIOR LED FIXTURE



Linmore LED
ULTRALINK
CONTROLS REIMAGINED



KEY FEATURES

- Up to 174 LPW
- 8,500 to 62,000 lumens
- Up to 55°C
- 200-480V high-voltage driver (optional)
- Dimmable 0-10V
- Calculated L70 > 189,000 hours
- Patented Rapid Mount Bracket (optional)
- Turtle-friendly lighting option available



Guaranteed Performance

Performance of the light fixture is guaranteed for 10 years, including lumen output (L70), color temperature, and LED driver.



Superior Heat Dissipation

Extruded aluminum body is exceptional at moving thermal energy. Plus, the aesthetics are modern and attractive.



Controls and Sensors

Linmore LED driver with 0-10V dimming. Plus motion and dimming sensors, photocell and wireless controls available.

TECHNICAL SPECS

Housing	Watts	TYPE				FRONT ROW		FLOOD	
		T2	T3	T4	T5	FR	FL	F60	F35
SM	50	8,676	8,676	8,598	8,676	8,676	8,676	8,439	8,336
SM	75	12,284	12,284	12,161	12,284	12,284	12,284	11,916	11,793
SM	100	16,729	16,729	16,562	16,729	16,729	16,729	16,227	16,060
MD	125	21,176	21,176	20,965	21,176	21,176	21,176	20,541	20,329
MD	150	24,397	24,397	24,153	24,397	24,397	24,397	23,665	23,421
MD	200	30,980	30,980	30,670	30,980	30,980	30,980	30,051	29,741
LG	250	38,035	38,035	37,654	38,035	38,035	38,035	36,894	36,514
LG	300	46,935	46,935	46,465	46,935	46,935	46,935	45,527	45,057
XL	400	62,341	62,341	61,718	62,341	62,341	62,341	60,471	59,847

Typical lumen output (±10%) at 120V (LV) under 25°C ambient temperature.

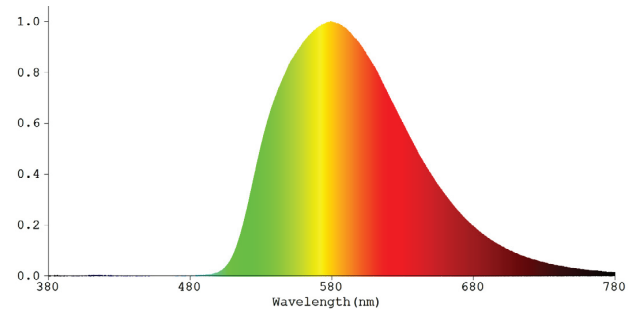
Lumen Multipliers

Allows to calculate the actual lumen output for your application.

COLOR TEMP	
CCT	Multiplier
5000	1.000
4000	1.000
3500	0.980
3000 ⁹	--
2800 ⁹ Turtle-friendly	0.876
2200 ⁹	0.780

Turtle-Friendly Lighting Available (2800K CCT)

Our 2800K CCT option provides an optimized spectrum for turtles, based on long-wavelength lighting with minimal to zero amount of blue content.



Spectrum Parameters

Blue content (400nm-700nm): 0.14%

Peak wavelength: 579nm

Bug Ratings

HOUSING	WATTS	OPTIC	BUG RATE	OPTIC	BUG RATE	OPTIC	BUG RATE	OPTIC	BUG RATE
SM	50	T5	B3-U0-G1	T4	B1-U0-G1	T3	B1-U0-G1	T2	B1-U0-G1
SM	75	T5	B4-U0-G2	T4	B1-U0-G2	T3	B1-U0-G2	T2	B2-U0-G1
SM	100	T5	B4-U0-G2	T4	B2-U0-G2	T3	B2-U0-G2	T2	B2-U0-G1
MD	125	T5	B4-U0-G2	T4	B2-U0-G2	T3	B2-U0-G2	T2	B2-U0-G1
MD	150	T5	B5-U0-G3	T4	B2-U0-G2	T3	B2-U0-G2	T2	B2-U0-G1
MD	200	T5	B5-U0-G3	T4	B2-U0-G2	T3	B2-U0-G2	T2	B3-U0-G2
LG	250	T5	B5-U0-G3	T4	B2-U0-G2	T3	B2-U0-G2	T2	B3-U0-G2
LG	300	T5	B5-U0-G3	T4	B2-U0-G3	T3	B2-U0-G3	T2	B3-U0-G2
XL	400	T5	B5-U0-G4	T4	B2-U0-G3	T3	B2-U0-G3	T2	B3-U0-G4

ORDERING

SERIES MODEL	HOUSING SIZE	WATTAGE (WD)	KELVIN	OPTIC	VOLTS
LL-SL1-	SM Small 50WD, 75WD, 100WD MD Medium 125WD, 150WD, 200WD LG⁶ Large 250WD, 300WD XL⁶ Extra Large 400WD	50WD 75WD 100WD 125WD 150WD 200WD 250WD 300WD 400WD WD = wattage dimming	22K⁹ 2200K 28K⁹ 2800K (turtle-friendly) 30K⁹ 3000K 35K 3500K 40K 4000K 50K 5000K	T2 Type 2 T3 Type 3 T4 Type 4 T5 Type 5 FR Front Row Right FL Front Row Left F35 Flood 35 degrees F60 Flood 60 degrees	UNV 120-277V 0-10V dimming HV 200-480V 0-10V dimming

GENERATION	HOUSING COLOR	MOUNTING	OPTIONS
G2 Generation 2	BRN Bronze BLK Black WH White CUS⁴ Custom (special order)	RMB Rapid Mount Bracket SF Slip Fitter Bracket SA⁵ Standard Arm Bracket TM Trunnion Mount Bracket * For more information about mounting download our Outdoor Lighting Guide >	PC Photocell, button, mounted in side plate, 120-480V PC-TL Photocell, Twist Lock, 120-480V, depending on model SSP 20kA Surge Suppressor, 120-277V SSPH 20kA Surge Suppressor, 480V GSB¹² Glare Shield Back, contact factory GSS^{5,12} Glare Shield Side, contact factory FSP-201 Wattstopper 0-10V dimming sensor, 12V FSP-211 Wattstopper 0-10V dimming sensor, 120-277V ULTRA¹⁵ Linmore Bluetooth Wireless Fixture Controller, 12V Input, Silvair Firmware ULTRAHGA¹⁵ Linmore Bluetooth Wireless Fixture Controller, 12V Input, Silvair Firmware, Includes 2.4GHz Omni Directional High-Gain Antenna. ULTRADIM20¹⁵ UltraLink Wireless Fixture Controller with Sensor, PIR, 20FT, BLE ULTRADIM40¹⁵ UltraLink Wireless Fixture Controller with Sensor, PIR, 40FT, BLE

ORDERING EXAMPLES

Standard: LL-SL1-MD-150WD-50K-T3-UNV-G2-BRN-SA

With Options: LL-SL1-MD-150WD-50K-T3-UNV-G2-BRN-SA-**ULTRADIM20-GSB**

OPTICS

PART NUMBER	DESCRIPTION
T2	Type 2 Optics
T3	Type 3 Optics
T4	Type 4 Optics
T5	Type 5 Optics
FL	Front Row Optics Left
FR	Front Row Optics Right
F35	Flood Optics 35 Degrees
F60	Flood Optics 60 Degrees

ACCESSORIES

Must be ordered separately. Packaged separately.

ADAPTER

Part Number	Description
LL-SL1-A30-BRN	Adapter - Spacer for STR ARM 1-1/2" X 6", Bronze color. Spacer for use with more than (1) 300W fixture per pole.

GLARE SHIELDS

LL-SL1-SM-GSB-G2	Site Lighter Glare Shield Back for use with Small Chassis (50-100W)
LL-SL1-MD-GSB-G2	Site Lighter Glare Shield Back for use with Medium Chassis (125-200W)
LL-SL1-LG-GSB-G2	Site Lighter Glare Shield Back for use with Large Chassis (300W)
LL-SL1-XL-GSB-G2	Site Lighter Glare Shield Back for use with Extra Large Chassis (400W)
LL-SL1-ALL-GSS-G2	Side Lighter Glare Shield Side for use with All Models, each

CONTROLS

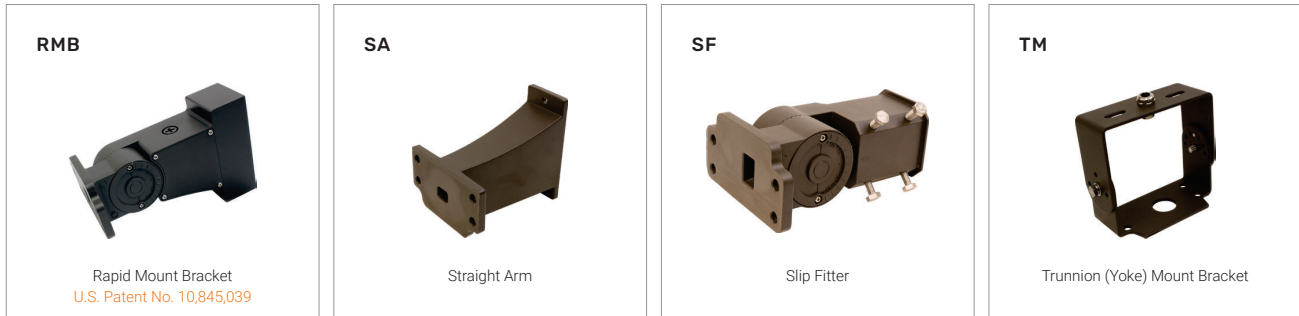
FSP-L2	360° lens, max coverage 48' diameter from 8' height for use with FSP-201
FSP-L3	360° lens, max coverage 40' diameter from 20' height for use with FSP-201
FSP-L4	360° lens, max coverage 60' diameter from 40' height for use with FSP-201
FSIR-100	Wattstopper Remote Handheld Configuration Tool

ADDING CUSTOMER CONSIGNED CONTROLS. Contact Factory.

ULTRALINK

ULTRAGATEWAY	Gateway, Long Range Bluetooth Mesh, 800 MHz ARM with 512 MB RAM, 8 GB Storage, Hardware Security Module, Encrypted File System, Secure Boot, Interior Installation Only
ULTRAGATEWAYEXT	Linmore Qualified Bluetooth Mesh Exterior Rated Gateway Box with High-Gain 2.4Ghz Antenna, 120-277V supply required. Gateway included.
ULTRASR	Bluetooth Wireless, self-powered Dimming Wall Switch, Single Rocker, On/Off/Dim, for use with UltraLink
ULTRADR	Bluetooth Wireless, self-powered Dimming Wall Switch, Double Rocker, On/Off/Dim/Scenes, for use with UltraLink
SCS-2	Dashboards for Energy, Occupancy Heat Mapping, and Energy Heat Mapping. Gateway (ULTRAGATEWAY) required, Sold Separately
ULTRAFACT	UltraLink Factory Activation, Zone Identification on Packaging. For use with all Bluetooth Ready Fixtures / Systems
ULTRADESIGN	UltraLink System Design Services
PSC-TKP-200-BLE-SR	Battery Backup Bluetooth Node, includes outdoor rated enclosure and long range antenna. For use to keep time during a power outage and for in node scheduling

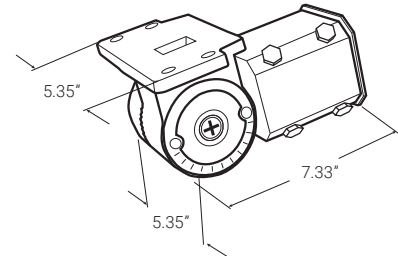
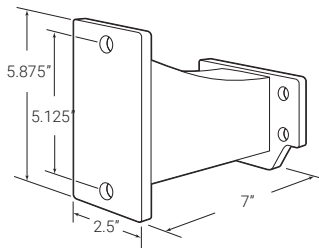
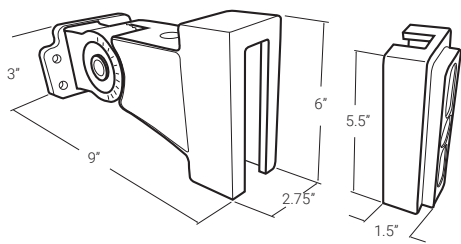
MOUNTING OPTIONS



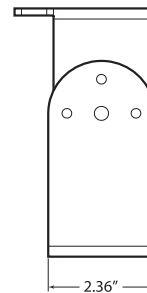
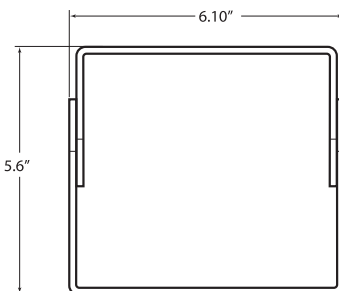
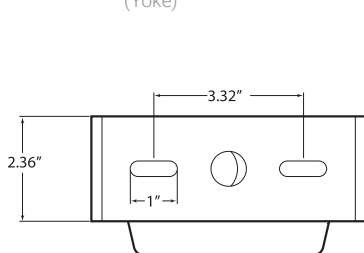
Rapid Mount Bracket

Straight Arm

Slip Fitter
(Knuckle Adapter)



Trunnion Bracket
(Yoke)



Cannot be mounted at an angle greater than 60°.

MOUNTING ACCESSORIES

Must be ordered separately. When ordering after initial fixture purchase, replace ### with color code BRN, WH, BLK or CUS. (If CUS, provide factory with RAL, extended lead time.)

TENONS (WALL BRACKETS)⁷

Part Number	Description
LL-SL1-A1-###	Vertical or Horizontal Tenon, for use with 4" and larger square poles or flat surfaces
LL-SL1-A2-###	Horizontal Tenon for Round Poles
LL-SL1-A3-###	Vertical or Horizontal Tenon, for use with flat surfaces including walls and flooring. Provides a round pipe for mounting SL1 Fixtures with a Slip Fitter Bracket or for adding Cross Arms
LL-SL1-A4-###	Vertical Tenon (wall mount), providing a vertical round pipe for mounting SL1 Fixtures with a Slip Fitter Bracket or adding Cross Arms
LL-SL1-A10-###	Single Fixture Multi-Mount Tenon, adds a round pipe for mounting SL1 Fixtures to a variety of vertical and horizontal surfaces with a Slip Fitter Bracket; creating unique options for fixture placement

ADAPTERS⁷

LL-SL1-A12-###	Round to Square Pole Adapter, to mount a Straight Arm Mount to a round pole
LL-SL1-A5-###	Square to Vertical Slip Fitter Adapter, converts 4" square pole to 2-3/8" O.D., vertical mount
LL-SL1-A6-###	Square to Vertical Slip Fitter Adapter, converts 5" square pole to 2-3/8" O.D., vertical mount
LL-SL1-A18-###	Square to Vertical Slip Fitter Adapter, converts 6" square pole to 2-3/8" O.D., vertical mount
LL-SL1-A14-###	Round Pole to Vertical Slip Fitter Adapter, bracket reduces from 3" pole to 2-3/8" O.D. vertical mount
LL-SL1-A7-###	Round Pole to Vertical Slip Fitter Adapter, bracket reduces 4" round pole to 2-3/8" O.D., vertical mount
LL-SL1-A17-###	Clamp-On Mid-Pole Adapter, for use with 4"-5" square poles. Provides a round vertical pipe for mounting SL1 Fixtures with a Vertical Slip Fitter Adapter at a position on the pole other than the top

CROSS ARMS⁸

LL-SL1-A8-###	Two Fixture Bullhorn (straight cross arm), adapts from single 2-3/8" O.D. to two 2-3/8" O.D. vertical mounting locations, 28" on center apart
LL-SL1-A9-###	Three Fixture Y Tenon (120° cross arm), adapts from single 2-3/8" O.D. to three 2-3/8" O.D. vertical mounting locations, 28" on center apart
LL-SL1-A11-###	Three Fixture Straight Tenon (straight cross arm), adapts from single 2-3/8" O.D. to three 2-3/8" O.D. vertical mounting locations, 28" on center apart
LL-SL1-A13-###	Four Fixture 90° Cross Arm, adapts from single 2-3/8" O.D. to four 2-3/8" O.D. vertical mounting locations, 28" on center apart
LL-SL1-A15-###	Three Fixture T Tenon (90° cross arm), adapts from single 2-3/8" O.D. to three 2-3/8" O.D. vertical mounting locations, 28" on center apart
LL-SL1-A16-###	Two Fixture L Tenon (90° cross arm), adapts from single 2-3/8" O.D. to two 2-3/8" O.D. vertical mounting locations, 22.65" on center apart

For more information about all mounting accessories, download our [Outdoor Lighting Guide >](#)

FEATURES & SPECIFICATIONS

CONSTRUCTION

- **Extruded Aluminum Body:** Improves heat dissipation.
- **Heavy-Duty Powder Coating:** Bronze, white and black standard. Other color options available¹¹.
- **Modern Form Factor.**
- **Assembled in the USA.**

ELECTRICAL

- **Power Input:** 120-277V or 200-480V, depending on model.
- **Power Factor:** >0.9 (0.99 typical).
- **Total Harmonic Distortion:** <10% typical.
- **Surge Protection:** Standard is 3kV for drivers. Additional surge protection is available.

OPERATION

- **Environment:** Wet locations for exterior applications. IP65 rated.
- **Ambient Range Operation:** -40°C up to 55°C (-40°F up to 130°F).

OPTICS

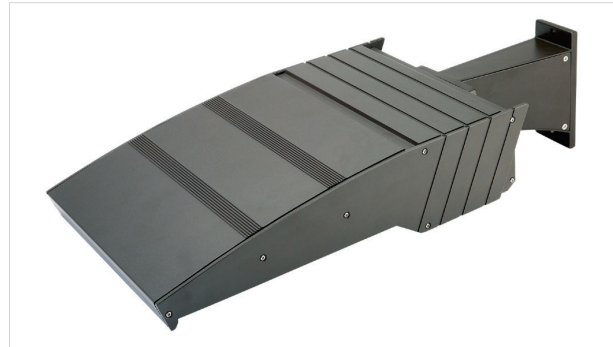
- **CCT:** 2200K, 2800K (turtle-friendly), 3000K, 3500K, 4000K, and 5000K standard.
- **CRI:** >70.
- **Lenses:** UV stable clear polycarbonate.

MOUNTING

- **Mounting:** U.S. Patented Rapid Mount Bracket. Other options are Slip Fitter (Knuckle Adapter), Straight Arm and Trunnion (Yoke) Bracket.

CONTROLS²

- **Dimming:** 0-10V standard. Dim to OFF.
- **Sensors:** Compatible with Wattstopper and McWong sensors, and Enocean switches.
- **Networked Control Options:** Compatible with Avi-on¹⁰ networked controls and UltraLink¹³ SIG Bluetooth[®] with Mesh Networked controls³.



WARRANTY

- **10 Year Performance Warranty:** Performance of the light fixture is guaranteed for 10 years, including lumen maintenance (L70), color temperature, and LED driver. "Defective" is considered if ten percent (10%) or more of the LEDs, per product, are non-operating LEDs, total lumen depreciation exceeds 30% (L70), or color temperature has shifted more than 500° Kelvin within the warranty period. See terms and conditions at <https://linmoreled.com/warranty>

LISTINGS & CERTIFICATIONS

- UL 1598.
- IP65.
- FCC CFR 47, Part 15: Subpart B Class B.
- ANSI C63.4: 2014.
- RoHS compliant.
- cUL.
- BAA/TAA Compliant.
- Design Lights™ Consortium Premium.¹

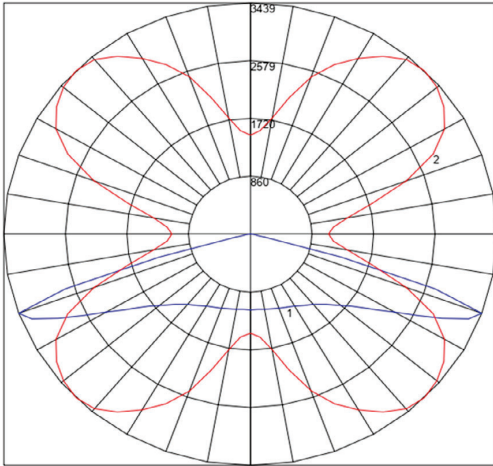


LIGHT DISTRIBUTION

[Download IES Files](#)

50W T5 3500K

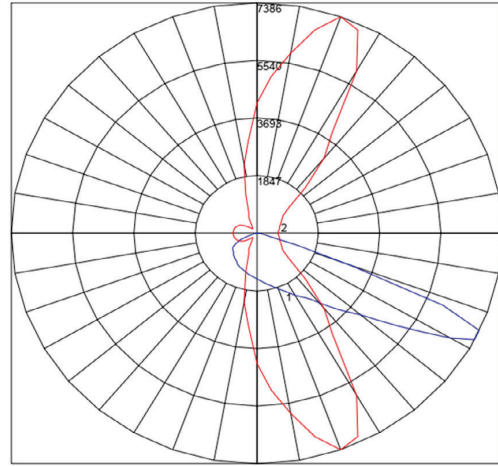
Polar Graph



Maximum Candela: 3439
 Located at horizontal angle: 45, Vertical angle : 70
 #1: Vertical plane through horizontal angles (45-225)(through max Cd.)
 #2: Horizontal cone through vertical angle (70)(through max Cd.)

50W T2 3500K

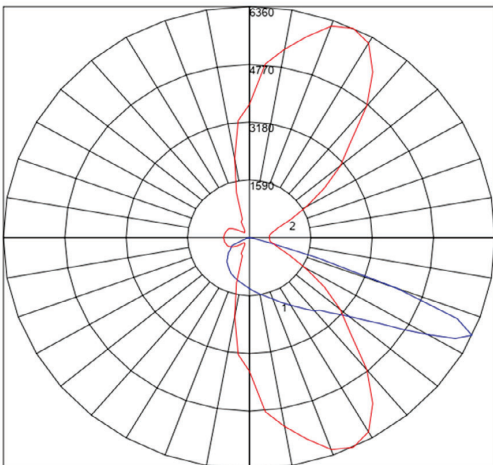
Polar Graph



Maximum Candela: 7386
 Located at horizontal angle: 70, Vertical angle : 62.5
 #1: Vertical plane through horizontal angles (70-250)(through max Cd.)
 #2: Horizontal cone through vertical angle (62.5)(through max Cd.)

50W T3 3500K

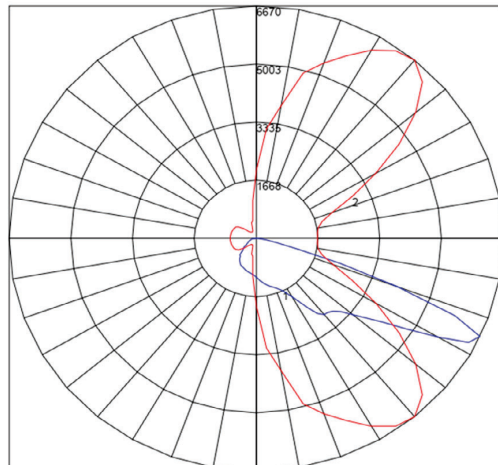
Polar Graph



Maximum Candela: 6360
 Located at horizontal angle: 65, Vertical angle : 65
 #1: Vertical plane through horizontal angles (65-245)(through max Cd.)
 #2: Horizontal cone through vertical angle (65)(through max Cd.)

50W T4 3500K

Polar Graph



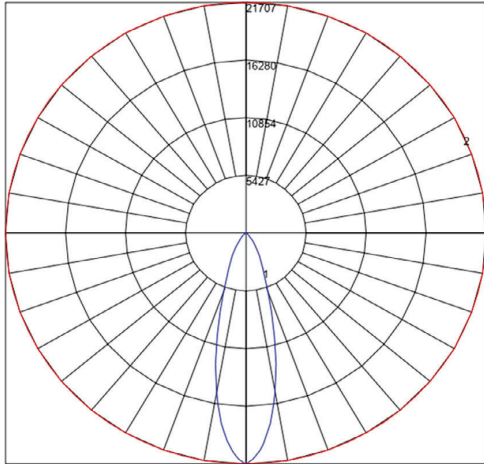
Maximum Candela: 6670
 Located at horizontal angle: 50, Vertical angle : 65
 #1: Vertical plane through horizontal angles (50-230)(through max Cd.)
 #2: Horizontal cone through vertical angle (65)(through max Cd.)

LIGHT DISTRIBUTION

[Download IES Files](#)

50W F35 3500K

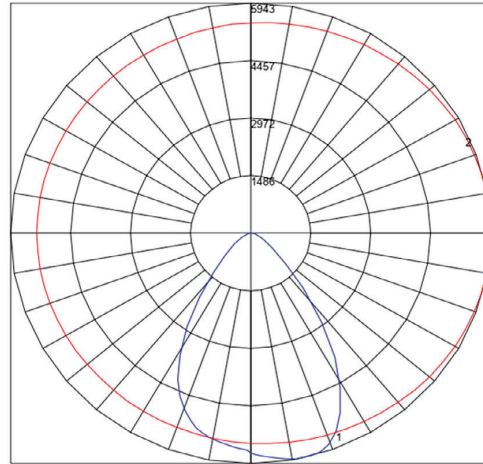
Polar Graph



Maximum Candela: 21707
 Located at horizontal angle: 90, Vertical angle : 0
 #1: Vertical plane through horizontal angles (90-270)(through max Cd.)
 #2: Horizontal cone through vertical angle (0)(through max Cd.)

50W F60 3500K

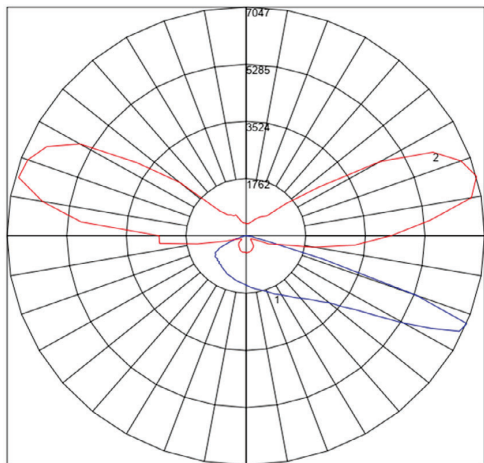
Polar Graph



Maximum Candela: 5943
 Located at horizontal angle: 0, Vertical angle : 13
 #1: Vertical plane through horizontal angles (0-180)(through max Cd.)
 #2: Horizontal cone through vertical angle (13)(through max Cd.)

50W FR 3500K

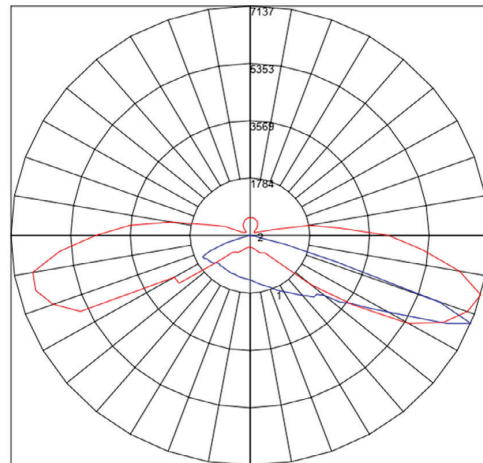
Polar Graph



Maximum Candela: 7047
 Located at horizontal angle: 15, Vertical angle : 67.5
 #1: Vertical plane through horizontal angles (15-195)(through max Cd.)
 #2: Horizontal cone through vertical angle (67.5)(through max Cd.)

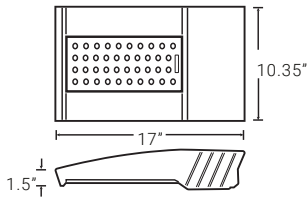
50W FL 3500K

Polar Graph



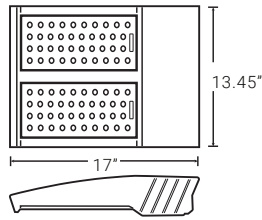
Maximum Candela: 7137
 Located at horizontal angle: 345, Vertical angle : 67.5
 #1: Vertical plane through horizontal angles (345-165)(through max Cd.)
 #2: Horizontal cone through vertical angle (67.5)(through max Cd.)

DIMENSIONS & DRAWINGS



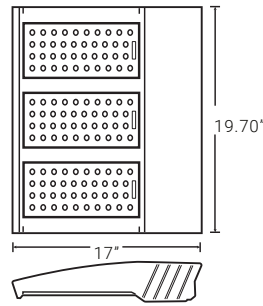
Small (SM)

Weight: 14 lbs.



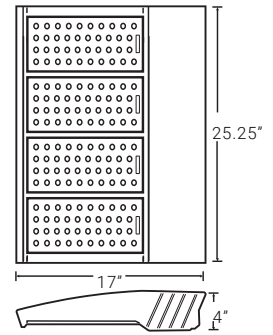
Medium (MD)

Weight: 16 lbs.



Large (LG)

Weight: 24 lbs.



Extra Large (XL)

Weight: 37 lbs.

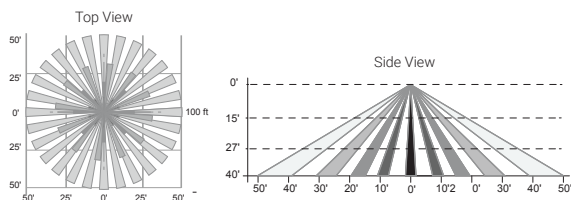
DIMENSIONS

Size	Length (in)	Width (in)	Height (in)	Weight (lb)
SM	17	10.35	4	14
MD	17	13.45	4	16
LG	17	19.70	4	24
XL	17	25.25	4	37

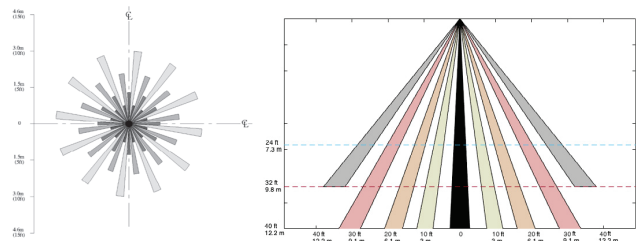
OCCUPANCY SENSORS

WATTSTOPPER

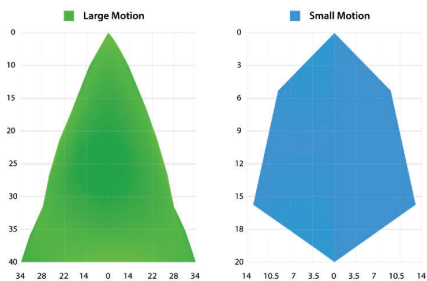
OCC40 / OCCDIM40



ULTRAPIRxx (For use with UltraLink)



AVI-ON



EPA RATINGS

BEAM ANGLE	NO.	ITEM					
			0.58	0.81	1.15	1.29	1.29
0°	1	SM	0.58	0.81	1.15	1.29	1.29
	2	MD	0.58	0.85	1.15	1.30	1.30
	3	LG	0.58	0.98	1.15	1.32	1.32
	4	XL	0.58	1.07	1.15	1.33	1.33
15°	1	SM	0.59	1.11	1.17	1.69	1.69
	2	MD	0.67	1.25	1.33	2.00	2.00
	3	LG	0.97	1.56	1.94	2.90	2.90
	4	XL	1.24	1.83	2.48	3.73	3.73
30°	1	SM	0.85	1.44	1.70	2.55	2.55
	2	MD	1.10	1.69	2.21	3.31	3.31
	3	LG	1.60	2.19	3.20	4.80	4.80
	4	XL	2.04	2.63	4.08	6.12	6.12
45°	1	SM	1.15	1.74	2.29	3.44	3.44
	2	MD	1.48	2.07	2.97	4.45	4.45
	3	LG	2.14	2.73	4.29	6.43	6.43
	4	XL	2.74	3.33	5.47	8.21	8.21
60°	1	SM	1.37	1.96	2.74	4.11	4.11
	2	MD	1.77	2.36	3.54	5.32	5.32
	3	LG	2.56	3.15	5.11	7.67	7.67
	4	XL	3.26	3.85	6.52	9.78	9.78

EPA ratings measured in square feet.

FOOTNOTES

1. Check QPL for up-to-date listings.
2. Synapse, Daintree and Enlighted are available with extended lead time. Electrical changes and additional components required to make fixture compatible.
3. Requires an Enocean switch, McWong sensor or a gateway for complete functionality.
4. Provide RAL or contact factory. Extended lead time.
5. Must specify left or right side. Contact factory.
6. Consult factory when installing 2 or more fixtures on a single pole with less than 180° separation between fixtures.
7. When ordering accessory with fixture, the fixture color will be applied. Custom color is a cost adder with extended lead time.
8. When ordering accessory with fixture, the fixture color will be applied. Custom color will have extended lead time.
9. Not DLC listed.
10. Contact your regional sales director.
11. Custom colors are a cost adder with extended lead time.
12. Glare shields have factory pre-drilled holes in the fixture for installation. Contact factory.
13. Please provide specific input voltage when specifying UltraLink controls to ensure the correct bill-of-materials. Linmore LED cannot manufacture your UltraLink order without this information.

Linmore LED Labs, Inc.

2360 S Orange Ave, Fresno, CA 93725

559 485 6010 | info@linmoreled.com | linmoreled.com



All specifications are subject to change without notice. Please visit linmoreled.com for latest information. All values are typical or design values and series averages. Actual performance may differ as a result of end-user environments and applications. Consult Linmore LED with specific inquiries. Copyright © 2023, Linmore LED Labs, Inc. All rights reserved. No part of this document may be reproduced in any form without the prior written permission of Linmore LED.

Updated: 2023.02.14

12. The zero setback to the R-1 zone to the west is justified since the R-1 zone is developed as a commercial parking lot.
13. The existing setback to the south lot line is justified since the canopy is an extension of the existing building line and removing part of the canopy to meet the setback would be less attractive and expose storage and sales items to view.

Approval is subject to the following conditions:

1. The site plan submitted by Mr. Dege on October 27, 1986, shall be revised based on a survey of the south lot line and the west line of the canopy. The revised plan and the remodeling plans submitted on December 15, 1987, and May 23, 1988, shall be considered part of this permit, except for any change must be approved by the Community Design Review Board.
2. The parking lot may only be used for parking for the garden center building.
3. No commercial use for sale, storage, display or advertising signs of garden materials, plants, or any other kinds of goods shall be allowed anywhere on the legally described property to which this conditional use permit is issued or the parking lot.
4. No portion of this site or parking lot shall be used for truck or trailer storage.
5. Review, renewal or revocation of this permit shall in accordance with City code.
6. Any trees on the site that die must be replaced.
7. No exterior lighting or speakers shall be allowed.
8. The canopy shall not be enclosed for year around use.
9. Sales under the canopy or outdoors shall be limited to garden products from March through October. No other type of sales or storage shall be allowed.
10. Council may require removal of the canopy for additional parking or to reduce parking demand if the use changes.
11. A fence does not have to be constructed along the south lot line.

Seconded by Councilmember Juker.

Ayes - all.

b. Garage Removal Deadline

1. Councilmember Juker moved that the deadline for the garage removal be September 30, 1999.

Motion died for lack of a second.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

File No. 484433

George Dege, d/b/a
Dege Garden Center,

Plaintiff,

vs.

ORDER GRANTING
SUMMARY JUDGMENT

City of Maplewood,

Defendant.

The above-entitled matter came duly on before the undersigned Judge of District Court at Special Term on the 7th day of May, 1987, upon Plaintiff's motion, dated April 14, 1987. John E. Daubney, Esq., 700 Amhoist Tower, St. Paul, appeared for Plaintiff; and James J. Hanton, Esq., 409 Midwest Federal Building, St. Paul, and Lawrence King, Esq., Suite 1400, One Capitol Centre Plaza, St. Paul, appeared for Defendant.

Although Plaintiff's motion was not denominated a motion for summary judgment, the relief sought is equivalent to such a motion, and the parties have treated it as such. Accordingly, the Court treats Plaintiff's motion as a motion for summary judgment.

The Court concludes that State of Minnesota, City of Eden Prairie vs. Liepke, ___ N.W. 2d ___ (Minn. App., April 3, 1987), citing Mesaba Aviation vs. County of Itasca, 258 N.W. 2d

877 (Minn. 1977) and Ridgewood Development Co. vs. State, 294 N.W. 2d 288 (Minn. 1980), is the controlling law.

With one exception, the parties agreed that the essential facts were not in dispute. The one exception is a challenge by Maplewood to the Plaintiff's assertion that the project is 90% completed. However, in Plaintiff's affidavit, he sets out figures which indicate that the project is over 92% completed, and this fact is not contradicted by any affidavit of the Defendant. From the undisputed facts, it appears that on October 1, 1986, the City issued a building permit to allow Plaintiff to construct a garage on his premises. Although neither the Plaintiff nor the City official who issued the permit so recalled, the issuance of the permit and the building of the garage were contrary to a special use permit which had been issued by the City to Plaintiff in 1971. After the project was approximately 92% completed, the City issued a "red tag" to Plaintiff, halting further construction.

It appears to the Court that the issuance of the building permit in 1986 was wrongful, in the sense that the City should not have issued the permit in light of the restrictions contained in the zoning ordinance and the 1971 special use permit. It is clear that Plaintiff relied on the building permit. It also appears to the Court that if the City were allowed to enforce the zoning and special use permit requirements, the building would have to be demolished and none

of Plaintiff's expenditure would be utilized. Moreover, Plaintiff would be required to spend additional funds tearing the garage down. The Court concludes that the equities advanced by Plaintiff are sufficiently great to outweigh the public interest in enforcing the zoning ordinance and the special use requirement.

Accordingly, IT IS HEREBY ORDERED, ADJUDGED AND DECLARED:

1. That the City of Maplewood remove its so-called "red tag" from Plaintiff's garage building so that Plaintiff may complete construction on the said building.

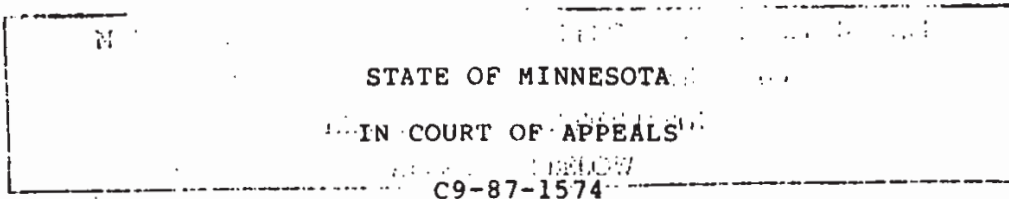
2. The City of Maplewood is estopped from asserting that the building permit issued to Plaintiff for the said garage building was invalidly issued.

3. The City of Maplewood is restrained from issuing any civil or criminal process so as to charge Plaintiff with the violation of law by reason of his having erected a garage building on his property pursuant to a building permit issued by the City of Maplewood.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated at St. Paul, Minnesota
this 12th day of May, 1987.

Bernard P. Pinsky
JUDGE OF DISTRICT COURT



Ramsey County

Sedgwick, Judge

George Dege, d.b.a.
Dege Garden Center,

Respondent,

John E. Daubney
700 Amhoist Tower
345 St. Peter Street
St. Paul, MN 55102

vs.

City of Maplewood,

Appellant.

Patrick J. Kelly
John F. Bannigan, Jr.
James J. Hanton
409 Midwest Federal Bldg.
50 East 5th Street
St. Paul, MN 55101

Carl E. Norberg
800 Amhoist Tower
345 St. Peter Street
St. Paul, MN 55102
(Amicus)

Filed: December 29, 1987
Office of Appellate Courts

S Y L L A B U S

The trial court erred in applying estoppel and granting summary judgment in favor of respondent.

Reversed and remanded.

Heard, considered and decided by Huspeni, Presiding Judge, Sedgwick, Judge, and Lommen, Judge.*

* Acting as judge of the court of appeals by appointment pursuant to Minn. Const. art. 6, § 1.

O P I N I O N

SEDGWICK, Judge

The City of Maplewood appeals from summary judgment granted to Dege. We reverse and remand.

FACTS

Albert and George Dege own Dege Garden Center in Maplewood. In 1971, Albert Dege obtained a special use permit from the city in order to construct a parking lot adjacent to the garden center, on land zoned for residential use. The special use permit allowed customer parking but prohibited truck or trailer storage in the parking lot. The special use permit also required a public hearing prior to any modification of its terms.

In 1986, George Dege obtained a building permit from the city in order to construct a trailer garage on the parking lot. After construction had begun, neighbors complained to the city that the garage violated the conditions of the special use permit. The city issued a stop order prohibiting Dege from completing the garage, and ordering him to remove it from the premises.

Dege applied for an amendment to the special use permit so that the garage could be completed. The city council denied his application. Dege filed a declaratory judgment action against the city. Dege moved for removal of the stop order, for an order estopping the city from asserting the permit was invalidly issued, and for protection from civil or criminal contempt. The trial court treated this action as a motion for

summary judgment. The trial court granted summary judgment in favor of Dege.

ISSUE

Is the city estopped from enforcing the terms of the special use permit?

ANALYSIS

On review of summary judgment, the appellate court must decide if there are any genuine issues of material fact and if the trial court erred in applying the law. Betlach v. Wayzata Condominium, 281 N.W.2d 328, 330 (Minn. 1979).

The city claims two issues of material fact exist. First, the city claims that the extent of Dege's knowledge of the existence and conditions of the special use permit is at issue. Second, the city claims that the extent of the garage's completion when the stop order was issued has not been fully discovered.

Special use permits, like all provisions in local zoning ordinances, are not personal licenses but attach to and run with the land. State v. Dotty, 396 N.W.2d 55, 59 (Minn. Ct. App. 1986); see Pelser v. Gingold, 214 Minn. 281, 285-86, 8 N.W.2d 36, 39 (1943). The conditional use permit remains in effect until its provisions are violated. See Minn. Stat. § 394.301, subd. 3 (1986); see also Orme v. Atlas Gas & Oil Co., 217 Minn. 27, 13 N.W.2d 757 (1944). The landowner has constructive notice of the permit after it is issued. See LaValle v. Kulkay, 277 N.W.2d 400, 402-03 (1979) (purchasers had knowledge of restrictive covenant contained in deed); Strauss v. Ginzberg,

218 Minn. 57, 15 N.W.2d 130 (1944) (purchaser's knowledge of restrictive covenant presumed). In this case, Dege's knowledge of the 1971 permit is presumed as a matter of law.

The extent of the garage's completion is not a material fact affecting summary judgment but is germane only to the issue of estoppel. Dege asserts that he changed his position in reliance upon the building permit to the extent that it would be inequitable for the city to require him to remove the garage. Dege spent more than \$10,000 on the garage's construction, and it would cost more than \$1500 to have the garage removed from his property. Dege contends that the city should be estopped from revoking the building permit, and estopped from enforcing the zoning ordinance and special use permit. The city does not dispute the fact that the garage was substantially completed.

The application of estoppel is a question of law. State v. Liepke, 403 N.W.2d 252 (Minn. Ct. App. 1987). This court is hesitant to apply estoppel in zoning matters, and will apply the doctrine sparingly. Ridgewood Development Co. v. State, 294 N.W.2d 288 (Minn. 1980); Liepke, 403 N.W.2d at 254.

The trial court concluded that Liepke was dispositive of the present case. However, the facts of Liepke are significantly different from those now before us. Liepke presented plans to expand his detached garage into a building to store heavy equipment for his construction business. His permit was granted and the building was constructed with the active supervision of the Eden Prairie building inspector. When the building was 90 percent completed and Liepke had spent \$30,000,

the structure was red tagged as violative of city use ordinances. Unlike the present case where Dege had constructive, if not actual, notice of limitations placed on the property by the special use permit, Liepke proceeded in good faith and neither concealed facts from the city nor violated the conditions of any permit.

In Liepke, the court applied the test of Ridgewood Development Co.:

A local government exercising its zoning powers will be estopped when a property owner, (1) relying in good faith (2) upon some act or omission of the government, (3) has made such a substantial change in position or incurred such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights which he ostensibly had acquired. * * *

Ridgewood, 294 N.W.2d at 292 (emphasis in original; citations omitted).

The Ridgewood court also ruled that a municipality could be estopped only if it had acted wrongfully:

[E]stoppel is available as a defense against the government if the government's wrongful conduct threatens to work a serious injustice and if the public's interest would not be unduly damaged by the imposition of estoppel. * * *

Under [this test], the court must first look for the government's wrongful conduct. Only if it is found to exist does the balancing begin.

Liepke, 403 N.W.2d at 254-55 (quoting Ridgewood Development Co. v. State, 294 N.W.2d 288 (Minn. 1980)).

Dege did not rely in good faith on the action of the city in granting the building permit in 1986 when the special use permit granted to him in 1971 put him on notice that such a building was not allowed and that any modification of the permit required a public hearing.

The equities in this case do not favor Dege. The dollar amount expended on the project does not create vested rights sufficient to outweigh the public's interest in zoning cases. See Jasaka Co. v. City of St. Paul, 309 N.W.2d 40 (1981). The mere possession of a building permit and the incurring of expenses do not create vested rights sufficient to justify estoppel. Hawkinson v. County of Itasca, 304 Minn. 367, 374-77, 231 N.W.2d 279, 283-84 (1975). Dege's reliance on a building permit, which he knew was issued in violation to the special use permit and zoning ordinance, is not sufficient to outweigh the public's interest in having the zoning regulations enforced uniformly. The city, as a matter of law, is not estopped from revoking the building permit and enforcing the ordinance.

In this case, Dege's building permit violated both the zoning ordinance and the special use permit. Since Dege is charged with constructive notice of the special use permit, it is unreasonable for him to claim reliance on a building permit issued in violation of that permit.

D E C I S I O N

The trial court correctly determined that there is no issue of material fact and that summary judgment is appropriate. The trial court erred in granting summary judgment

to Dege. As a matter of law, summary judgment must be granted to the city. We reverse and remand for entry of judgment in favor of the City of Maplewood.

Reversed and remanded.

Dec 18, 1987 *Susanne C. Sedgwick*

MINUTES
MAPLEWOOD PLANNING COMMISSION
7:00 P.M. Tuesday, September 19, 2023
City Hall, Council Chambers
1830 County Road B East

A. CALL TO ORDER

A meeting of the Commission was held and called to order at 7:01 p.m. by Chairperson Desai

B. ROLL CALL

Tushar Desai, Chairperson	Present
Lue Yang, Vice Chairperson	Present
Paul Arbuckle, Commissioner	Absent
Frederick Dahm, Commissioner	Present
John Eads, Commissioner	Present
Allan Ige, Commissioner	Present
Tom Oszman, Commissioner	Absent

Staff Present: Elizabeth Hammond, Planner

C. APPROVAL OF AGENDA

Commissioner Dahm moved to approve the agenda as presented.

Seconded by Vice Chairperson Yang Ayes – All

The motion passed.

D. APPROVAL OF MINUTES

1. August 15, 2023 Planning Commission Meeting Minutes

Commissioner Ige moved to approve the August 15, 2023 Planning Commission Meeting Minutes as submitted.

Seconded by Commissioner Yang Ayes – All

The motion passed.

E. PUBLIC HEARING

- 1. Snake Discovery, 831 Century Avenue North**
 - a. Conditional Use Permit Amendment Resolution**
 - b. Zoning Map Amendment Ordinance**

Elizabeth Hammond, Planner, gave the presentation and answered questions from the Commission.

Chairperson Desai opened the public hearing.

The following individuals addressed the commission regarding the request:

1. Emily Roberts, Snake Discovery – 831 Century Ave, Maplewood
2. Thu Tran, Resident – 814 Mayhill Road, Maplewood
3. Rob Stenger, Resident – 814 Mayhill Road, Maplewood
4. Greg Kraushaar, Lighting Specialist (contractor for Snake Discovery’s proposed light) – 7341 Hydrum Ave S, Cottage Grove
5. Joe Koegel, Resident – 2677 7th Street East, Maplewood
6. Chris Stenger, Resident – 2703 7th Street East, Maplewood

Chairperson Desai closed the public hearing.

Commissioner Dahm moved to approve a conditional use permit amendment resolution for the property at 831 Century Avenue North, contingent upon a parking assessment and subject to certain conditions of approval as outlined by staff.

CONDITIONAL USE PERMIT AMENDMENT RESOLUTION

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

Section 1. Background.

- 1.01 Edward Robert, on behalf of Snake Discovery, has requested to amend the Conditional Use Permit for the property located at 831 Century Avenue North.
- 1.02 The property located at 831 Century Avenue North is legally described as:

All of Lots 2, 31 and 32, Block 1, and that part of Lot 1, Block 1 described as follows: Beginning at the southeast corner of said Lot 1; thence westerly to the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1 a distance of 21.9 feet; thence easterly to a point on the east line of said Lot 1 16.18 feet North of said southeast corner of Lot 1; thence southerly to the point of beginning. All in CAHANES ACRES, Ramsey County, Minnesota.

PIN: 252922440052

Section 2. Standards.

- 2.01 General Conditional Use Permit Standards. City Ordinance Section 44-1097(a) states that the City Council must base approval of a Conditional Use Permit on the following nine standards for approval.
 1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City’s Comprehensive Plan and Code of Ordinances.
 2. The use would not change the existing or planned character of the surrounding area.
 3. The use would not depreciate property values.
 4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a

nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.

5. The use would not exceed the design standards of any affected street.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause minimal adverse environmental effects.

Section 3. Findings.

3.01 The proposal meets the specific Conditional Use Permit standards.

Section 4. City Review Process

4.01 The City conducted the following review when considering this conditional use permit request.

1. On September 19, 2023, the Planning Commission held a public hearing. City staff published a hearing notice in the Pioneer Press and sent notices to the surrounding property owners. The Planning Commission gave everyone at the hearing a chance to speak and present written statements. The Planning Commission recommended that the City Council _____ this resolution.
2. On October 9, 2023, the City Council discussed this resolution. They considered reports and recommendations from the planning commission and City staff.

Section 5. City Council

5.01 The City Council hereby _____ the resolution. Approval is based on the findings outlined in section 3 of this resolution. Approval is subject to the following conditions:

1. All previous CUP conditions, including the CUP granted on June 1, 1988, are terminated.
2. The city council will review the permit in one year.
3. Outdoor sales, storage, and display are not permitted in the parking lot. These activities are allowed, however, limited to the area underneath the canopy structure along the west side of the building or at the main entrance on the east side of the building, off Century Avenue.
4. A trash enclosure is required around all trash containers or dumpsters and shall be 100 percent opaque. The enclosure must meet city ordinance requirements in Section 44-19 (e). The enclosure is required to be maintained at all times.

5. The fence surrounding the parking lot perimeter must always be maintained or repaired as needed.
6. Exterior lighting is required to be reviewed by city staff before installation and to achieve city ordinance requirements. The applicant will submit all the necessary plans for review as described in Section 44-20 (c) (1).

Seconded by Commissioner Eads

Ayes – All

The motion passed.

Commissioner Dahm moved to approve an ordinance amending the City's zoning map to rezone the west portion of the property at 831 Century Avenue North from R1, single-dwelling residential, to BC, business commercial.

A ZONING MAP AMENDMENT ORDINANCE REZONING THE PROPERTY LOCATED AT 831 CENTURY AVENUE NORTH FROM THE R1, SINGLE DWELLING RESIDENTIAL DISTRICT TO THE BC, BUSINESS COMMERCIAL DISTRICT

The City of Maplewood, Minnesota Ordains:

Section 1.

1.01 The property located at 831 Century Avenue North is legally described as:

All of Lots 2, 31 and 32, Block 1, and that part of Lot 1, Block 1 described as follows: Beginning at the southeast corner of said Lot 1; thence westerly to the southwest corner of said Lot 1; thence northerly along the west line of said Lot 1 a distance of 21.9 feet; thence easterly to a point on the east line of said Lot 1 16.18 feet North of said southeast corner of Lot 1; thence southerly to the point of beginning. All in CAHANES ACRES, Ramsey County, Minnesota.

PIN: 252922440052

1.02 The property is hereby rezoned from R1, single dwelling residential district, to BC, business commercial district.

Section 2.

2.01 This ordinance is based on the following findings:

1. The rezoning to BC, business commercial district would result in land use and development compatible with the existing surrounding development type.
2. The rezoning would be consistent with the intent of the zoning ordinance and the comprehensive plan.
3. The rezoning would be consistent with public health, safety, and welfare.

Section 3.

3.01 This ordinance is effective upon publication in the city's official newspaper.

Seconded by Vice Chairperson Yang

Ayes – Chairperson Desai and Vice Chairperson Yang

The motion failed.

This item will go to the city council on October 9, 2023

F. NEW BUSINESS

None

G. UNFINISHED BUSINESS

1. Development Code Updates

Rita Trapp and Kendra Ellner, HKGi, gave the presentation and answered questions from the commission.

H. COMMISSION PRESENTATIONS

None

I. STAFF PRESENTATIONS

1. Sacred Communities and Micro-Unit Dwellings Update

Elizabeth Hammond, Planner, gave the presentation and answered questions from the commission.

J. VISITOR PRESENTATIONS

None

K. ADJOURNMENT

Chairperson Tesai adjourned the meeting at 9:02 p.m

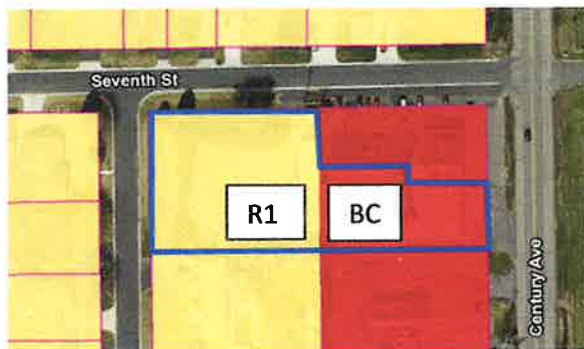
Mayor Abram and Members of the Maplewood City Council
City of Maplewood
1830 County Road B E
Maplewood, MN 55109

Subject: Petition Against Rezoning of Property at 831 Century Avenue North

Dear Mayor Abram and Members of the Maplewood City Council,

We, the undersigned residents and concerned citizens of Maplewood, strongly oppose the proposed rezoning of the property located at 831 Century Avenue North from R1, Single Dwelling Residential District to BC, Business Commercial District. This property, described as All of Lots 2, 31, and 32, Block 1, and that part of Lot 1, Block 1 as detailed by the Planning Commission holds great significance in preserving our community. We believe that rezoning it for commercial purposes will have a detrimental effect on our neighborhood and its character.

Property pictured below for reference:



Our concerns and objections to the rezoning proposal are as follows:

- 1. Preservation of Residential Character:** The current R1 zoning aligns with the existing residential character of our neighborhood. Rezoning the property to BC will disrupt this harmony and potentially open the door to further commercialization, diminishing the quality of life for current residents and reduce the appeal for new residents.
- 2. Traffic Congestion and Safety:** Commercializing this location will increase both vehicle and foot traffic congestion, noise pollution, and therefore increase traffic-related risks for residents, especially families with young children.
- 3. Environmental Impact:** Any commercial development poses environmental risks, including pollution and changes to the natural landscape. Preserving the current residential zoning would help mitigate such concerns.

4. Community Engagement: We believe that any decision regarding the rezoning of this property should involve extensive community input and discussion.

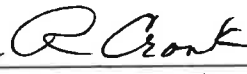
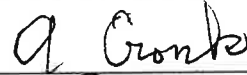

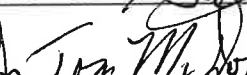
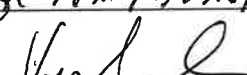
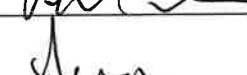
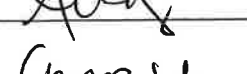


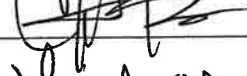
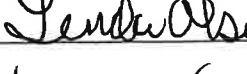
All things considered; we respectfully request that the City of Maplewood reconsider the proposed rezoning of 831 Century Avenue North. We urge you to prioritize the interests and well-being of our community and ensure that any potential changes align with our shared vision for Maplewood.

To show our collective opposition to this rezoning proposal, we have gathered signatures from residents and concerned citizens who share our concerns. We believe that the community's voice should be heard and considered in this matter.

We appreciate your attention to this important issue and look forward to having productive dialogue with the City of Maplewood. Please do not hesitate to reach out to us if you have any questions or require further information.

Sincerely,

Maplewood Residences of Mayhill Road N / Seventh Street E. & Century Avenue

Name	Signature	Address	Phone Number
Roseann Cronk		2695 7th St	(651) 739-0428
Angeline Cronk		2695 7th St E	(651) 739-0428
RONALD BETZOLD		2687 7th St E	
Thomas M. Donogh		833 Mayhill Rd.	651-738-7799
VANENG CREAN		2713 E 7th St	414-210-0178
Ann Yang		2713 7th East St	651-338-8525
Carson Vang		2713 7th E St	651-707-8331
John Toll		2725 7th East St	651-757-0756
C. KURKOWSKI		2725 7th St E	612-240-3902
L. Olson		2726 7th St E	651-500-7949
YENG VANG		2726 7th St E	651.301.7257

Name	Signature	Address	Phone Number
Kathy Fletcher	Kathymae	2726 7th St.	612-807-5410
Sue Koenig	Sue Koenig	825 Mayhill E	651-335-1683
Tim Koenig	Tim Koenig	825 Mayhill Rd	651-329-6465
MIKE RANGITSCH	Mike Rangitsch	817 MAYHILL	651-233-7605
Chuck Becken	Chuck Becken	789 Mayhill	612-644-0600
John DeLoye	John DeLoye	783 Mayhill RD	651-270-8117
Nathan Bynum	Nathan Bynum	749 Mayhill Rd	612-839-7655
Markie Bynum	Markie Bynum	749 Mayhill Rd. N	612-296-0054
JAKOB CHARLES	Jakob Charles	744 MAYHILL Rd. N.	651-707-2434
Wade McEllan	Wade McEllan	743 Mayhill Rd	(651) 500-1686
Demetrius Matthews	Demetrius Matthews	750 Mayhill rd	(651) 216-8833
Robert Frank	Robert Frank	757 Mayhill Rd	651-270-1857
Mary Garrity	Mary Garrity	763 Mayhill Rd	612-232-0325
Rob Steyer	Rob Steyer	814 Mayhill Rd N	952-484-3604
Therese	Therese	814 Mayhill Rd N.	952-484-8227
Diana M. Holaski	DIANA M. GOLASKI	804 N. Mayhill	651-739-6150
A.D. GOLASKI	A.D. Golaski	804 N. MAYHILL RD	651-739-6150
Jeremiah Robinson	Jeremiah Robinson	798 Mayhill Rd. Maplewood MN	651-583-4296
Kao Vans	Kao Vans	792 Mayhill RD N	651-515-3626
DONNA PREAM	Donna Pream	784 MAYHILL RD N	651-738-3971
Wendy Fox	Wendy Fox	778 Mayhill Rd	651-527-1464

Name	Signature	Address	Phone Number
Bach BLUT		811 Mayhill maplewood	651-515-1044
Denise Richter		756 Mayhill Rd Maplewood	—
M. Satac		2725 7th St EAST	651-238-0249
Stacy Powers		2707 7th St E	651-343-4394
Brian Arthur		2707 7th St E	651-341-5972
Jason Smith		777 Mayhill Rd	651-900-1828
Joseph Koegel		2677 7th St E	651-503-9222
Kent Petersen		2726 7th St E A15	612-254-4643
Chris Stenger		2703 7th St E maplewood	651-402-1000



October 9, 2023

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

Also via email to elizabeth.hammond@maplewoodmn.gov
 and michael.martin@maplewoodmn.gov.

***Re: Snake Discovery, 831 Century Avenue North
 Zoning Map Amendment***

Members of the City Council,

Please be advised that I represent Tim and Sue Koenig, the owners of the home at 825 Mayhill Rd North. Their home is located directly to the West of the Property at issue at tonight's October 9, 2023, City Council meeting. I write to oppose the unnecessary zoning map amendment which appears to be universally opposed by the neighborhood's residents.

This matter is before the City Council for a public hearing primarily due to Snake Discovery's request for a CUP amendment to install an exterior light. To the best of my understanding, no member of the public requested a zoning map amendment. Instead, while reviewing Snake Discovery's application, city staff noted an "inconsistency" between the Property's present zoning and the 2040 Comprehensive Plan. My clients have no objection to the CUP amendment sought by Snake Discovery, provided it includes reasonable screening conditions. However, the proposed zoning map amendment is contrary to the best interests of this residential neighborhood and should not be approved by the City Council.

As indicated in the draft Planning Commission minutes, these matters came before the Planning Commission on September 19, 2023. The City Council should take note that the Planning Commission unanimously approved the CUP amendment. However, the unnecessary zoning map amendment was rejected by the Planning Commission on a 3-2 vote. Thus, the zoning map amendment was not requested by the landowner, it is opposed by the neighborhood, and it was rejected by the Planning Commission. The City Council should follow the Planning Commissions' recommendations and reject the unnecessary zoning map amendment.

Concerning zoning map amendments, the City of Maplewood Code provides as follows:

An amendment to this chapter, including an amendment to the zoning map, may be initiated by the city council, the planning commission, the city staff or by petition of affected property owners, who are hereby defined to be the owners of the property to be rezoned. An amendment not initiated by the planning commission shall be referred to the planning

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commission for study and for a report. The city council shall not take action on any proposed amendments to this chapter, including zoning text changes and zoning map changes, until after they receive the recommendation about such a proposal or request from the planning commission.

...

When the city council or the planning commission is required to consider an exception or change in this chapter, including the zoning map, in accordance with this chapter, the council or planning commission shall, among other things:

- (1) Assure itself that the proposed change is consistent with the spirit, purpose and intent of this chapter.
- (2) Determine that the proposed change will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded.
- (3) Determine that the proposed change will serve the best interests and conveniences of the community, where applicable, and the public welfare.
- (4) Consider the effect of the proposed change upon the logical, efficient, and economical extension of public services and facilities, such as public water, sewers, police and fire protection and schools.
- (5) Be guided in its study, review and recommendation by sound standards of subdivision practice where applicable.
- (6) Impose such conditions, in addition to those required, as are necessary to ensure that the intent of this chapter is complied with, which conditions may include but not be limited to harmonious design of buildings; planting and the maintenance of a sight or sound screen; the minimizing of noxious, offensive or hazardous elements; and adequate standards of parking and sanitation.

(Code at §§ 44-1161, 44-1165).

The proposed zoning change should be rejected because it does not meet with the second or third factor. The portion of the property which is proposed to be rezoned is presently zoned as R1. It is bordered on all sides by other R1 property, except for the East side, which is the remaining portion of the Snake Discovery property. The portion of the property which is proposed to be rezoned is located at the corner of Seventh St and Mayhill Rd—both small residential streets. The portion of the property which borders Century Avenue is already zoned as Business Commercial.

The present use of this portion of the Property as a surface parking lot does not detract from the residential character of the neighborhood. However, redevelopment to a more intense commercial use almost certainly would. My clients purchased their property with the understanding that it was surrounded on all sides by R1 zoning, and a cemetery to the west. A surprise rezoning of the property outside their front door is obviously contrary to their expectations buying into a quiet residential neighborhood.

I also must take issue with statements by staff in the packet implying that the proposed rezoning is required by Minnesota law. That is not correct. To the extent that state statutes speak on this issue, they provide that “[t]he adoption or amendment of any portion of a zoning ordinance which changes all or part of the existing classification of a zoning district from residential to either commercial or industrial requires a two-thirds majority vote of all members of the governing body.” Minn. Stat. § 462.357, subd. 2. In other words, state law does not demand automatic approval of this staff request for rezoning, it requires a supermajority vote. Here, state law requires that 4 out of 5 members of the City Council agree that “the proposed change will serve the best interests and conveniences of the community, where applicable, and the public welfare.” (Code at § 44-1165). If two or more members of the City Council do not agree that this unnecessary proposed zoning map amendment is in the community’s best interest, state law provides that the proposal must be rejected.

I realize the City does not need a letter from me to explain the law. The City Council has an excellent city attorney to turn to in the event they have any legal questions about the Council’s broad discretion and authority to approve or deny changes to the zoning map. On behalf of my clients, I simply and respectfully request that the City Council listen to the neighborhood’s residents at tonight’s meeting and use its authority under state law to reject this unnecessary proposed zoning map amendment.

Thank you for your time and your attention to this letter.

Sincerely,

GDO LAW



Peter J. Frank
Attorney at Law

cc: Tim and Sue Koenig

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, October 09, 2023
City Hall, Council Chambers
Meeting No. 19-23

J. NEW BUSINESS

- 2. Snake Discovery, 831 Century Avenue North**
 - a. Conditional Use Permit Amendment Resolution**
 - b. Zoning Map Amendment Ordinance (Requires four votes)**

Community Development Director Parr gave the presentation. City Attorney Batty provided additional information. Mayor Abrams allowed the public to comment on the agenda item. The following people spoke:

- Rob Stenger – 814 Mayhill Road N
- Joseph Koegel – 2677 7th Street E
- Roseann Cronk – 2695 7th Street E
- Ron Betzold – 2687 7th Street E
- Tom Dougherty – 778 Mayhill Road
- Angie Rangitsch – 817 Mayhill Road
- Tim Koenig – 825 Mayhill Road N
- Emily Roberts – 831 Century Avenue N
- Bryan Aarthun – 2707 7th Street E
- Angie Cronk – 2695 7th Street E

Council discussed the item and asked questions of staff.

Mayor Abrams moved to table the Snake Discovery discussion concerning the CUP and zoning until the next council meeting and directed staff to revise the proposed CUP.

Seconded by Councilmember Villavicencio

- Ayes – Mayor Abrams
- Councilmember Cave
- Councilmember Juenemann
- Councilmember Villavicencio
- Nay – Councilmember Lee

The motion passed.

