

**AGENDA**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, July 11, 2011  
City Hall, Council Chambers  
Meeting No. 13-11

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

1. *Acknowledgement of Maplewood Residents Serving the Country.*

**C. ROLL CALL**

Mayor's Address on Protocol:

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

**D. APPROVAL OF AGENDA**

**E. APPROVAL OF MINUTES**

1. Approval of June 27, 2011, City Council Special Meeting/Economic Development Authority (EDA) Minutes
2. Approval of June 27, 2011, City Council Meeting Minutes

**F. APPOINTMENTS AND PRESENTATIONS**

1. Presentation by Ramsey County Attorney John Choi
2. Presentation of Maplewood's 2011 City of Excellence Award from the League of Minnesota Cities (No Report)
3. Presentation on the Maplewood Community Garden Program

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

1. Approval Of Claims
2. Approval of Spring 2011 Clean-Up Event Summary
3. Approval of Resolution of Appreciation for Carole Lynne, Environmental and Natural Resources Commission
4. Approval of Resolution of Appreciation for Shelly Strauss, Business and Economic Development Commission
5. Approval of Resolution Certifying Election Judges for the August 9, 2011 Primary Municipal Election
6. Approval of Amended 2011 Pay Rates for Temporary/Seasonal, Casual Part-time Employees

7. Approval of Settlement Agreement and General Release with Parsons Electric, LLC and ECS Maplewood, LLC for Facility Lease at Maplewood Community Center for Solar Panel Installation
8. Approval to Enter into IT Shared Services Agreement with the City of Roseville
9. Approval to Enter into Collocation License Agreement with Ramsey County Library Board
10. Approval to Make Payment for Safari Yearly Support Contract
11. Approval of Bid for Boulevard Tree Inventory
12. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, Western Hills Area Street Improvements, Project 10-14
13. Resolution Approving Final Payment and Acceptance of Project, for Lift Station #18 Rehabilitation, City Project 05-29
14. Approval to Purchase Phone Equipment off of State Contract

**H. PUBLIC HEARINGS**

1. Gladstone Area Redevelopment Improvements, Project 04-21
  - a. Assessment Hearing, 7:00 p.m.
  - b. Approve Resolution for Adoption of Assessment Roll

**I. UNFINISHED BUSINESS**

1. Trash Collection System Analysis - Consider Approval and Release of the Request for Proposals (RFP) for Comprehensive, Residential Trash Collection Services
2. Chicken Ordinance – Consider Approval of the Second Reading of the Chicken Ordinance and Adoption of a Resolution Setting Chicken Permit Fees
3. Heritage Preservation Ordinance Amendments – Consider Approval of the Second Reading

**J. NEW BUSINESS**

1. Conditional Use Permit / Parking Lot Setback Violation, Merit Chevrolet, 2695 Brookview Drive
2. Consider Resolution Opposing County-Wide Taxes to Support Stadium Proposal
3. Approval of Lease Agreement with Subway Real Estate, LLC to Operate in the MCC
4. Approval of Contracts for the Installation of Lights at Goodrich Park Field #1
5. Approval of Neighborhood Stop Sign Requests

**K. VISITOR PRESENTATIONS**

**L. AWARD OF BIDS**

**M. ADMINISTRATIVE PRESENTATIONS**

**N. COUNCIL PRESENTATIONS**

**O. ADJOURNMENT**

Sign language interpreters for hearing impaired persons are available for public hearings upon request. The request for this must be made at least 96 hours in advance. Please call the City Clerk's Office at 651.249.2001 to make arrangements. Assisted Listening Devices are also available. Please check with the City Clerk for availability.

**RULES OF CIVILITY FOR OUR COMMUNITY**

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

**MINUTES  
SPECIAL CITY COUNCIL MEETING  
MAPLEWOOD ECONOMIC DEVELOPMENT AUTHORITY**

Monday, June 27, 2011  
Council Chambers, City Hall  
Meeting No. 01-11

**A. CALL TO ORDER**

A meeting of the City Council serving as the Economic Development Authority, (EDA), was held in the City Hall Council Chambers and was called to order at 10:31p.m. by EDA President Nephew.

**B. ROLL CALL**

Will Rossbach, Mayor	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present
James Llanas, Councilmember	Present
John Nephew, Councilmember	Present

**C. APPROVAL OF AGENDA**

Councilmember Juenemann moved to approve the agenda as submitted.

Seconded by Mayor Rossbach. Ayes – All

**D. NEW BUSINESS**

1. Consider Approval of Loan to St. John's Hospital for its Participation in the Trillion BTU Program

Planner, Michael Martin gave the report and answered questions of the council.

EDA members discussed the issue and discussed property taxes at St. John's Hospital.

The following people spoke during the EDA meeting:

1. Elizabeth Sletten, Maplewood.
2. Bob Zick, North St. Paul.

Councilmember Llanas moved to approve a loan up to \$400,000 from the City of Maplewood's Economic Development Authority, in partnership with the St. Paul Port Authority, to HealthEast's St. John's Hospital for energy efficiency improvements.

Seconded by Councilmember Koppen. Ayes – All

The motion passed.

**E. ADJOURNMENT**

The EDA meeting was adjourned at 10:52 p.m.

**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
7:00 p.m., Monday, June 27, 2011  
Council Chambers, City Hall  
Meeting No. 12-11

**A. CALL TO ORDER**

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:01 p.m. by Mayor Rossbach.

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

Will Rossbach, Mayor	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present
James Llanas, Councilmember	Present
John Nephew, Councilmember	Present

**D. APPROVAL OF AGENDA**

The following items were added to the agenda by councilmembers:

- N1. National Night Out – Councilmember Juenemann
- N2. Viking Stadium & Stillwater Bridge – Councilmember Nephew

Councilmember Llanas moved to approve the agenda as amended.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

**E. APPROVAL OF MINUTES**

**1. Approval of June 13, 2011, City Council Workshop Minutes**

Councilmember Juenemann moved to approve the June 13, 2011, City Council Workshop Minutes as submitted.

Seconded by Councilmember Nephew Ayes – All

The motion passed.

**2. Approval of June 13, 2011, 2011, City Council Meeting Minutes**

Councilmember Nephew moved to approve the June 13, 2011, City Council Meeting Minutes as submitted.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**F. APPOINTMENTS AND PRESENTATIONS**

- 1. **Presentation of Plaque of Appreciation for Service to the Parks & Recreation - Commissioner Carolyn Peterson**
  - a. Parks & Recreation Chairperson, Kim Schmidt gave the presentation for Carolyn Peterson.
  - b. Parks & Recreation Commissioners, Teresa Sonnek and Bruce Roman addressed the council regarding Carolyn Peterson and thanked her for her years of service to the Commission.
- 2. **Promotion Ceremony – Sergeant Jerrold (Buddy) Martin**
  - a. Maplewood Police Chief, Dave Thomalla gave a brief presentation and announced the promotion of Police Officer Buddy Martin to Patrol Sergeant.

**G. CONSENT AGENDA**

Councilmember Nephew moved to approve consent agenda items 1-4 and items 6-10.

Seconded by Councilmember Juenemann.

Ayes – All

The motion passed.

Mayor Rossbach moved to table consent agenda Item 5: Approval of Temporary Fence Easement in Favor of Paris Realty LLC (Tillges) until Jul 11, 2011, and requested additional information be provided by staff.

- a. Robert Tillges, Owner of Paris Realty, LLC addressed the Council.

Seconded by Councilmember Llanas.

Ayes – All

The motion to table passed.

**1. Approval of Claims**

Councilmember Nephew moved approval of claims.

ACCOUNTS PAYABLE:

\$	472,208.30	Checks #84489 thru #84553 Dated 06/08/11 thru 06/14/11
\$	173,661.80	Disbursements via debits to checking account Dated 05/25/11 thru 06/10/11
\$	795,332.25	Checks #84554 thru #845844 Dated 06/21/11
\$	327,601.46	Disbursements via debits to checking account Dated 06/08/11 thru 06/17/11

\$ 1,768,803.81 Total Accounts Payable

PAYROLL

\$ 517,429.71 Payroll Checks and Direct Deposits dated 06/10/11

\$ 2,504.21 Payroll Deduction check #9984349 thru #9984352  
Dated 06/10/11

\$ 519,933.92 Total Payroll

\$ 2,288,737.73 **GRAND TOTAL**

Seconded by Councilmember Juenemann. Ayes – All

The motion passed.

**2. Approval to Seek Bids for MCC Aquatic Center Wall Murals**

Councilmember Nephew moved to approve the request to seek bids for the MCC Aquatic Center wall murals.

Seconded by Councilmember Juenemann. Ayes – All

The motion passed.

**3. Award of Contract for Fabrication and Installation of MCC Leisure Pool Submarine Station**

Councilmember Nephew moved to approve the agreement with ThemeScapes, Inc. in an amount not to exceed \$39,000 for fabrication and installation of the MCC Leisure Pool Submarine Station.

Seconded by Councilmember Juenemann. Ayes – All

The motion passed.

**4. Water System Evaluation, City Project 10-09, Approval of Final Report and Authorization to Proceed with Current Operating Agreement**

Councilmember Nephew moved to approve the final water system evaluation report. Based on the analysis completed as a part of the report, Maplewood will continue to rely upon SPRWS to provide for the water service needs of a majority of its residents; however, staff will work with SPRWS to address some of the issues and concerns identified in the report. Staff will also continue to evaluate the SPRWS and North St. Paul surcharge rates on an annual basis.

Seconded by Councilmember Juenemann. Ayes – All

The motion passed.

**5. Approval of Temporary Fence Easement In Favor of Paris Realty LLC (Tillges)**

Mayor Rossbach moved to table the temporary fence easement until July 11, 2011, for further council consideration.

Seconded by Councilmember Llanas.

Ayes – All

The motion passed.

**6. Approval of Ramsey County Fair Miscellaneous Permits**

Councilmember Nephew moved to approve the request for miscellaneous permit waivers for carnival, noise control and fireworks permits for the Ramsey County Fair that will be held from July 13 through July 17, 2011.

Seconded by Councilmember Juenemann.

Ayes – All

The motion passed.

**7. Approval of Resolution Accepting a Donation to the Fire Department from Residential Mortgage Group**

Councilmember Nephew moved to approve the \$100 donation from Residential Mortgage Group.

**RESOLUTION 11-06-589  
AUTHORIZING GIFT TO CITY**

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

WHEREAS, Tom and Debbie Kivel wish to grant the city of Maplewood the following: \$100.00, and;

WHEREAS, Tom and Debbie Kivel have instructed that the City will be required to use the aforementioned for: use by the fire department to directly improve the community, and;

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

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

NOW, THEREFORE, BE IT RESOLVED, pursuant to Minnesota Statute §465.03, that the Maplewood City Council approves, receives and accepts the gift aforementioned and under such terms and conditions as may be requested or required.

The Maplewood City Council passed this resolution by four-fifths or more majority vote of its membership on June 27, 2011.

Seconded by Councilmember Juenemann.

Ayes – All

The motion passed.

**8. Approval of Resolution Accepting a Donation from Qwest for the Volunteers in Police Service**

Councilmember Nephew moved to approve the \$500 donation to Volunteers in Police Service from the Qwest Foundation.

**RESOLUTION 11-06-590  
AUTHORIZING GIFT TO CITY**

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

WHEREAS, the Qwest Foundation wishes to grant the City of Maplewood the following: \$500, and;

WHEREAS, the Qwest Foundation has instructed that the City will be required to use the aforementioned for: the Maplewood Police Department Volunteers in Police Service (VIPS) program, and;

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

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

NOW, THEREFORE, BE IT RESOLVED, pursuant to Minnesota Statute §465.03, that the Maplewood City Council approves, receives and accepts the gift aforementioned and under such terms and conditions as may be requested or required.

The Maplewood City Council passed this resolution by a super majority vote of its membership on June 27, 2011.

Seconded by Councilmember Juenemann.

Ayes – All

The motion passed.

**9. Approval of Resolution Of Support For Tubman To Allow City As Fiscal Agent For State Bonding Proposal**

Councilmember Nephew moved to approve the resolution of support for Tubman in securing state of Minnesota bonding for their project at the former St. Paul Monastery's building at Century Avenue and Larpenteur Avenue and further directing that the City Manager develop documents to approve the city as fiscal agent for Tubman in this endeavor.

**RESOLUTION 11-06-587**  
**Resolution of Support for Tubman**  
**To Allow City as Fiscal Agent for State Bonding Proposal**

WHEREAS, Tubman has received approval for a Regional Multi-Service Center and Learning Institute as a domestic violence shelter at the former St. Paul's Monastery at Century Avenue and Larpenteur Avenue, and

WHEREAS, Tubman is proposing nearly \$6.6 million in necessary code, accessibility and security improvements to the old Monastery building to facilitate this service center, and

WHEREAS, Tubman is requesting state bonding support through legislation to provide for up to \$2.0 million in financial support for this much needed facility, and

WHEREAS, the Maplewood City Council has previously expressed support for the services provided by Tubman for the citizens of our City and region, and

WHEREAS, Tubman requires that a local government agency act as the fiscal agent for any state funding provided for this type of facility.

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

1. Hereby acknowledges its support for Tubman's request for state funding for this important project and improvement, a further supports said legislation as introduced on behalf of Tubman in the 2012 legislative session.
2. Hereby directs the City Manager to prepare documents for Council approval such that the City of Maplewood will act as the fiscal agent for Tubman in receiving financial support from the State of Minnesota.

Seconded by Councilmember Juenemann.

Ayes – All

The motion passed.

**10. Approval of the Conditional Use Permit Annual Review for the St Paul Regional Water Services Materials Recycling Operation**

Councilmember Nephew moved to approve the conditional use permit for the St. Paul Regional Water Services Material Recycling Operation at Sandy Lake only if a problem arises or if the applicant proposes a change to their operation.

Seconded by Councilmember Juenemann.

Ayes – All

The motion passed.

**H. PUBLIC HEARING**

**1. Consider Approval of the First Reading – Heritage Preservation Ordinance Amendments**

- a. Assistant City Manager, Public Works Director, Chuck Ahl gave a report.

Mayor Rossbach opened the public hearing.

No one addressed the council.

Mayor Rossbach closed the public hearing.

Councilmember Nephew moved to approve the first reading of the heritage preservation ordinance amendments.

Seconded by Councilmember Juenemann.

Ayes – All

The motion passed.

**2. Gladstone Area Redevelopment Improvements, City Project 04-21 Assessment Hearing, 7:00 p.m. – Continued from May 23, 2011 – to be continued to July 11, 2011**

- a. Mayor Rossbach reviewed the status and stated the need to continue.

Mayor Rossbach opened the public hearing.

No one addressed the council.

Mayor Rossbach continued the public hearing.

Councilmember Nephew moved to continue the hearing until July 11, 2011.

Seconded by Councilmember Koppen.

Ayes – All

The motion passed.

**3. NPDES Phase II Annual Report, Public Hearing – 7:00 p.m.**

- a. Civil Engineer II, Steve Kummer presented the report and answered questions of the council.

Mayor Rossbach opened the public hearing.

1. Elizabeth Sletten, Maplewood.
2. Ginny Yingling, Maplewood.
3. Mark Bradley, Maplewood.

Mayor Rossbach closed the public hearing.

Councilmember Nephew moved to approve the presentation on the city's SWPPP and NPDES permit annual report. The council approved the report and incorporates the public comments into the annual report which is due June 30, 2011.

Seconded by Councilmember Koppen.

Ayes – All

The motion passed.

**4. Consider Approval of the First Reading – Chicken Ordinance**

- a. Environmental Planner, Shann Finwall gave the presentation and answered questions of the council.
- b. ENR Commissioner Ginny Yingling addressed the council.
- c. Planning Commissioner, Jeremy Yarwood addressed the council.

Mayor Rossbach opened the public hearing.

- 1. Shirley Taugner, Maplewood.
- 2. Tammy Jungmann, Maplewood.

Mayor Rossbach closed the public hearing.

There was a discussion of permit fees which will be discussed at a future council work session.

Councilmember Llanas moved to approve the (first reading) of the chicken ordinance. This ordinance revises portions of the zoning code and adds language to the animal chapter to allow for the raising of chickens in single dwelling residential districts with a permit.

Councilmember Nephew offered a friendly amendment to remove the reference allowing R1S in the ordinance and suggested a 100% approval requirement.

Councilmember Llanas allowed the friendly amendment for the removal of R1S lots but not the 100% requirement.

Seconded by Councilmember Koppen.

Ayes – Mayor Rossbach,  
Councilmember's Koppen,  
Llanas

Nays – Councilmember's Juenemann,  
& Nephew

The motion passed.

The city council took a break at 9:11 p.m.

The city council reconvened at 9:23 p.m.

**I. UNFINISHED BUSINESS**

**1. Trash Collection System Analysis Update and Discussion of Draft Request for Proposal for Organized Collection System**

- a. Environmental Planner, Shann Finwall gave the report and answered questions of the council.
- b. Senior Project Manager, Dan Krivit, Foth Infrastructure & Environment, Lake Elmo, addressed the council.

This item will come back to the city council on July 11, 2011.

- 2. Consider Cost Estimate and Award of Consent for Dual Solar Array system for City Hall and Maplewood Community Center**
- a. City Manager, James Antonen presented the staff report.
  - b. Kandiyohi Consulting, Mike Krause addressed the council.

Councilmember Llanas moved to authorize the Mayor and City Manager to sign the appropriate grant documents, initiate the project and continue the process for an agreement with Energy Alternatives.

Seconded by Councilmember Koppen.

Ayes – All

The motion passed.

- 3. East Metro Fire Training Facility Proposal, City Project 09-09, Consider Approval of a Resolution of Support for State bonding Request for the Design and Construction of a Regional Firefighter Training Facility**
- a. Maplewood Fire Chief, Steve Lukin gave the presentation.

Councilmember Nephew moved to approve the Resolution #1 Authorizing submission of request for state bonding funds for the design and construction of a regional fire training facility.

**RESOLUTION 11-06-588  
CITY OF MAPLEWOOD  
RESOLUTION # 1  
AUTHORIZING SUBMISSION OF REQUEST FOR  
STATE BONDING FUNDS FOR THE DESIGN AND CONSTRUCTION OF  
A REGIONAL FIREFIGHTER TRAINING FACILITY**

WHEREAS, the Minnesota State Legislature is accepting allocations for Capital Bonding Requests, for the 2012 Legislative Session; and

WHEREAS, the City of Maplewood has deemed the design and construction of a regional Firefighter Training Facility a high priority project; and

WHEREAS, the City of Maplewood is in need of Capital Bond funding to provide gap financing to supplement local and other funding for the design and construction of a regional Firefighter Training Facility; and

***NOW, THEREFORE BE IT RESOLVED***, that the Maplewood City Council authorizes the submission of a request to the Minnesota State Legislature for 2012 bonding funds for the design and construction of a regional Firefighter Training Facility in the amount of 50% of the construction costs, or \$3,000,000.

Date Adopted: June 27, 2011

Seconded by Councilmember Koppen.

Ayes – All

The motion passed.

**J. NEW BUSINESS**

**(New Business agenda items were heard out of order)**

Mayor Rossbach suspended the meeting for the purpose of conducting a meeting of the Economic Development Authority.

**1. Meeting of the Economic Development Authority**

- a. Call to Order by EDA President
- b. Approval of EDA Agenda
- c. Consider Approval of Loan to St. John's Hospital for its Participation in the Trillion BTU Program
- d. Adjourn

EDA President Nephew called the Economic Development Authority meeting to order at 10:31 p.m.

Councilmember Juenemann moved to approve the agenda as submitted.

Seconded by Mayor Rossbach.

Ayes - All

Planner, Michael Martin gave the report and answered questions of the council.

EDA members discussed the issue and discussed property taxes at St. John's Hospital.

The following people spoke during the EDA meeting:

1. Elizabeth Sletten, Maplewood.
2. Bob Zick, North St. Paul.

Councilmember Llanas moved to approve a loan up to \$400,000 from the City of Maplewood's Economic Development Authority, in partnership with the St. Paul Port Authority, to HealthEast's St. John's Hospital for energy efficiency improvements.

Seconded by Councilmember Koppen.

Ayes – All

The motion passed.

The EDA meeting was adjourned at 10:52 p.m.

The regular city council meeting was then reconvened by Mayor Rossbach.

**2. Approval of Internal Loan Agreement from City General Fund to Economic Development Authority and Direction to Prepare Loan Agreement**

- a. Assistant City Manager, Public Works Director, Chuck Ahl gave the report.

Councilmember Koppen moved to approve the internal loan from the city general fund to the Maplewood Economic Development Authority at a 2% interest rate and gave direction to prepare the required loan agreement.

Seconded by Councilmember Llanas,

Ayes – All

The motion passed.

**3. Approval of New Manager for Intoxicating Liquor License Holder AMF Maplewood Lanes, Marietta Marie Jacobs (This item was heard ahead of item J1.)**

- a. Police Chief David Thomalla gave a brief report.
- b. New Manager, AMF Maplewood Lanes Marietta Marie Jacobs addressed the council.

Councilmember Nephew moved to approve the intoxicating liquor license for new manager at AMF Maplewood Lanes, Marietta Marie Jacobs.

Seconded by Mayor Rossbach.

Ayes – All

The motion passed.

**4. Approval of Preliminary Plat for Eldridge Fields Single Dwelling Development, Eldridge Avenue and Prosperity Road**

- a. Planner, Michael Martin gave the report and answered questions of the council.

Councilmember Nephew moved to approve Keith Frank's preliminary plat date-stamped May 9, 2011, for the Eldridge Fields plat to be located along the existing Eldridge Avenue right-of-way, west of Prosperity Avenue and east of John Glenn Junior High School. Approval is subject to the following conditions:

- a. Have the city engineer approve final construction and engineering plans. These plans shall comply with all requirements as specified in the city engineering department's May 23, 2011, engineering plan review including the developer entering into a development agreement with the city, extending the sanitary sewer main to the east to allow for future service to the vacant lot on the north side of Eldridge Avenue, and the construction of a swale on the John Glenn property to direct the storm water flow west.
- b. Revise the plat to show a drainage and utility easement for the storm sewer pipe and the two rainwater gardens over Lots 2 and 3, Block 2.
- c. Prior to final plat approval, the following must be submitted for city staff approval:
  - 1) Homeowner's association documents to ensure the maintenance of the rainwater gardens, retaining walls and trees.
  - 2) A tree preservation plan showing the replacement of all significant trees as required by ordinance. The tree plan must inventory all significant trees located within the area to be developed and reflect which of those are to be removed.
  - 3) Revised landscape plan which includes 12 additional evergreen trees. The additional evergreen trees should be 6 feet in height and should be staggered every 15 feet along the west and south property lines of the southern lots. The landscape plan needs to specify the species, size and number of trees replaced in order to determine in the tree replacement requirements are being met.

- d. Have Xcel Energy install two street lights as follows: 1) at the intersection of Prosperity Avenue and Eldridge Avenue and 2) at the end of the Eldridge Avenue cul-de-sac. The exact location and type of light shall be subject to the city engineer's approval.
- e. Record all easements and owners association agreements with the final plat.

Seconded by Councilmember Koppen.

Ayes – All

The motion passed.

**5. Approval of Resolution Identifying the Need for LCDA Funding and Authorizing an Application for Grant Funds Livable Communities Demonstration Account (LCDA) Grant for the Gladstone Neighborhood Master Plan**

- a. Planner, Michael Martin gave the report and answered questions of the council.

Councilmember Nephew moved to approve the resolution showing the city's intent to comply with the Livable Communities Demonstration Account Program contract requirements for the requested \$100,000 development grant for updates to the alternative urban area wide review and master plan for the Gladstone Neighborhood.

**RESOLUTION 11-06-591**

**CITY OF MAPLEWOOD, MINNESOTA  
RESOLUTION IDENTIFYING THE NEED FOR  
LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT FUNDING AND  
AUTHORIZING AN APPLICATION FOR GRANT FUNDS**

**WHEREAS** the City of Maplewood is a participant in the Livable Communities Act's Housing Incentives Program for 2011 as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

**WHEREAS** the City has identified a proposed project within the City that meets the Demonstration 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 administration; and

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

**WHEREAS** the City agrees to act as legal sponsor for the project contained in the grant application submitted no later than July 15, 2011; and

**WHEREAS** the City acknowledges Livable Communities Demonstration Account grants are intended to fund projects or project components that can serve as models, examples or prototypes for development or redevelopment projects elsewhere in the region, and therefore represents that the proposed project or key components of the proposed project can be replicated in other metropolitan-area communities; and

**WHEREAS** only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding; and

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

1. Finds that it is in the best interests of the City's development goals and priorities for the proposed project to occur at this particular site and at this particular time.
2. Finds that the project component(s) for which Livable Communities Demonstration Account funding is sought:
  - (a) will not occur solely through private or other public investment within the reasonably foreseeable future; and
  - (b) will not occur within two years after a grant award unless Livable Communities Demonstration Account funding is made available for this project at this time.
3. Represents that the City has undertaken reasonable and good faith efforts to procure funding for the project component for which Livable Communities Demonstration Account funding is sought but was not able to find or secure from other sources funding that is necessary for project component completion within two years and states that this representation is based on the following reasons and supporting facts:

A fundamental assumption from the outset of the Gladstone Neighborhood Redevelopment process has been that redevelopment must be self-sufficient and that revenues needed to pay for redevelopment activities should not impact the city's general fund, which is funded by city-wide property taxes. In order for the city to continue its planning efforts within the Gladstone Neighborhood other revenue streams must be sought after.
4. Authorizes its city staff to submit on behalf of the City an application for Metropolitan Council Livable Communities Demonstration Account grant funds for the project component(s) identified in the application, and to execute such agreements as may be necessary to implement the project on behalf of the City.

Passed this 27<sup>th</sup> day of June, 2011.

Seconded by Councilmember Koppen.

Ayes – All

The motion passed.

**6. Bartelmy Meyer Area Street City Project 11-14, Resolution Ordering Preparation of Feasibility Study**

- a. Deputy Public Works Director, City Engineer, Michael Thompson gave the report and answered questions of the council.

Councilmember Nephew moved to approve the resolution ordering the preparation of the feasibility study for the Bartelmy-Meyer Area Street Improvements, City Project 11-14 and establish a project budget of \$80,000.

**RESOLUTION 11-06-592  
ORDERING PREPARATION OF A FEASIBILITY STUDY**

WHEREAS, it is proposed to make improvements to the Bartelmy-Meyer Area Streets, City Project 11-14 and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to the city engineer for study and that he is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost effective and feasible, and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

FURTHERMORE, funds in the amount of \$80,000 are appropriated to prepare this feasibility report.

Approved this 27<sup>th</sup> day of June 2011

Seconded by Councilmember Juenemann. Ayes – All

The motion passed.

Councilmember Juenemann moved to extend the meeting past the 11:00 p.m. curfew.

Seconded by Councilmember Nephew. Ayes – All

The motion passed.

**7. Resolution Ordering Preparation of Feasibility Study 2012 Mill and Overlays, City Project 11-15**

- a. Deputy Public Works Director, City Engineer, Michael Thompson gave the report and answered questions of the council.

Councilmember Nephew moved to approve the resolution ordering the preparation of the feasibility study for the 2012 Mill and Overlays, City Project 11-15.

**RESOLUTION 11-06-593  
ORDERING PREPARATION OF A FEASIBILITY STUDY**

WHEREAS, it is proposed to make improvements to the 2012 Mill and Overlays, City Project 11-15 and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to the city engineer for study and that he is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost effective and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

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

Approved this 27<sup>th</sup> day of June 2011

Seconded by Mayor Rossbach.

Ayes – All

The motion passed.

**K. VISITOR PRESENTATIONS**

1. Dave Schelling, Maplewood
2. Bob Zick, North St. Paul
3. Mark Bradley, Maplewood
4. John Wykoff, Maplewood

**L. AWARD OF BIDS**

**1. Gladstone Area Redevelopment Improvements, Phase 1, Project 04-21**

- a. Approve City of St. Paul Permanent and Temporary Easement Agreements
  - b. Approve Ramsey County Easement Agreement
  - c. Approve Ramsey County Quit Claim Deed
  - d. Resolution Approving Mn/DOT Local Bridge Replacement Program Grant Agreement
  - e. Resolution Awarding Construction Contract
- a. Deputy Public Works Director/City Engineer, Michael Thompson gave the report and answered question of the city council.
  - b. Assistant City Manager Ahl answered questions of the council.

Councilmember Koppen moved to approve the Gladstone Area Redevelopment Improvements, Phase 1, Project 04-21. Approving the City of St. Paul Permanent and Temporary Easement Agreements, Ramsey County Easement Agreement, Ramsey county Quit Claim Deed, Resolution approving Mn/DOT Local Bridge Replacement Program Grant Agreement, and Resolution Awarding the Construction Contract to Lunda Construction Company. Minor changes are authorized by the City Attorney if needed.

**RESOLUTION 11-06-594  
FOR AGREEMENT TO STATE TRANSPORTATION FUND (BRIDGE BONDS)  
GRANT TERMS AND CONDITIONS  
SAP 138-151-003**

WHEREAS, the City of Maplewood has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.62643; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$1,371,300.00 by agreement with Mn/DOT on the replacement cost of a basic bridge;

NOW THEREFORE, be it resolved that the City of Maplewood does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper city officers are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the council on this 27<sup>th</sup> day of June 2011.

**RESOLUTION 11-06-595  
AWARD OF BIDS**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Lunda Construction Company in the amount of \$3,529,950.25 is the lowest responsible bid for the construction of Gladstone Area Redevelopment Improvements – Phase 1, City Project 04-21, and the mayor and clerk are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

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

Adopted by the council on this 27<sup>th</sup> day of June 2011.

Seconded by Councilmember Nephew.

Ayes – All

The motion passed.

**M. ADMINISTRATIVE PRESENTATIONS**

**1. Discussion to Approve a Resolution Adopting State Performance Measures**

- a. Public Works Director, Assistant City Manager, Chuck Ahl gave the presentation and answered questions of the council.

No action necessary on this item.

**N. COUNCIL PRESENTATIONS**

1. National Night Out – Councilmember Juenemann reminded residents that National Night Out is Tuesday, August 2, 2011.

2. Viking Stadium & Stillwater Bridge – Councilmember Nephew discussed the issues and a letter regarding the local impact from the Mayor and City Manager. This will be reviewed by the Business & Economic Development Commission.

**O. ADJOURNMENT**

Mayor Rossbach adjourned the meeting at 11:47 p.m.

DRAFT

**City of Maplewood**  
**Official Public Hearing Sign-Up Sheet**

*By putting your name and address on this sheet, you are requesting to address the  
Maplewood City Council on the following topic for up to five minutes.*

**Public Hearing:** Consider Approval of the First Reading – Heritage Preservation Ordinance  
Amendments

Date: June 27, 2011 Time: 7:00 p.m. or later

**Name (first & last) - please print**

**Address**

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
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9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____

*NO  
one*

**City of Maplewood**  
**Official Public Hearing Sign-Up Sheet**

*By putting your name and address on this sheet, you are requesting to address the  
Maplewood City Council on the following topic for up to five minutes.*

**Public Hearing:** Consider Approval of the First Reading – Chicken Ordinance

Date: June 27, 2011 Time: 7:00 p.m. or later

**Name (first & last) - please print**

**Address**

- |                    |                  |
|--------------------|------------------|
| 1. Shirley Taugner | 1730 Agate St.   |
| 2. Tammy Jungmann  | 1143 E CJB       |
| 3. Ginny Yingling  | 673 Dorland Rd S |
| 4.                 |                  |
| 5.                 |                  |
| 6.                 |                  |
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| 14.                |                  |

**City of Maplewood**  
**Official Public Hearing Sign-Up Sheet**

*By putting your name and address on this sheet, you are requesting to address the  
Maplewood City Council on the following topic for up to five minutes.*

**Public Hearing:** NPDES Phase II Annual Report, Public Hearing

**Date:** June 27, 2011      **Time:** 7:00 p.m. or later

**Name (first & last) - please print**

**Address**

- |                                |  |
|--------------------------------|--|
| 1. <u>Elizabeth A. Stetten</u> | <u>2747 N. Clarence Street, Maplewood MN 55109</u> |
| 2. <u>Sinny Yingling</u>       | <u>673 Portland Rd S</u>                           |
| 3. <u>Mark Bradley</u>         | <u>2164 Woodlyn Ave</u>                            |
| 4. _____                       | _____  |
| 5. _____                       | _____  |
| 6. _____                       | _____  |
| 7. _____                       | _____  |
| 8. _____                       | _____  |
| 9. _____                       | _____  |
| 10. _____                      | _____  |
| 11. _____                      | _____  |
| 12. _____                      | _____  |
| 13. _____                      | _____  |
| 14. _____                      | _____  |

# City of Maplewood Official Sign-Up Sheet

By putting your name and address on this sheet,  
you are requesting to address the City Council

Date: June 27, 2011 Time: 7:00 p.m.

Name (first & last) - *please print clearly*

Address

- |  |  |
|--|--|
| 1. <sup>OK</sup> <del>Elizabeth A. Stetten</del> | 2747 N. Clarence St., Maplewood MN 55109 |
| 2. DONVE SCHELLING                               | 1955 GREENBRIER ST - VISITOR             |
| 3. Bob Zick                                      | N SP                                     |
| 4. MARK BRADLOT                                  | 2164 WOODLAND AVE                        |
| 5. JOHN WYKOFF                                   | 2345 MARYLAND AVE E.                     |
| 6.   |  |
| 7.   |  |
| 8.   |  |
| 9.   |  |
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| 15.  |  |

**AGENDA REPORT**

**TO:** City Council  
**FROM:** James Antonen, City Manager  
**SUBJECT:** **Presentation by Ramsey County Attorney John Choi**  
**DATE:** July 6, 2011

**INTRODUCTION/SUMMARY**

Ramsey County Attorney John Choi will give an introductory presentation to the City Council.

No action is needed.

**MEMORANDUM**

**TO:** James Antonen, City Manager  
**FROM:** DuWayne Konewko, Parks and Recreation Director  
Oakley Biesanz, Naturalist  
**SUBJECT:** **Presentation on the Maplewood Community Garden Program**  
**DATE:** June 30, 2011 for July 11, 2011 meeting

**INTRODUCTION**

In 2010, Maplewood reestablished a community garden at Edgerton Park. In 2011, the community garden continues at Edgerton and staff has added a children's garden, educational programming, and formed a partnership with Harvest Gardens, an outreach of First Evangelical Free Church. At the July 11<sup>th</sup> city council meeting, Naturalist Oakley Biesanz and Jon Addington from First Evangelical Free Church will discuss the community garden programs.

**DISCUSSION**

The 2010 community garden at Edgerton Park was very successful, with 40 plots rented by a diverse group of gardeners. Staff prepared the plots and kept a water tank filled during the season. A volunteer community garden committee helped ensure the smooth running of the garden and helped refine policies for 2011.

In 2011, the Edgerton Community Garden continues with 40 plots, educational programming, and a children's garden. Maplewood Nature Center staff coordinated a series of speakers and demonstrations including Master Gardeners giving in-garden demonstrations for garden plot renters and the public. The season kicked off with a presentation by Professor Bud Markhart on organic gardening. One hundred and ten people attended and the talk was translated into Karen and Hmong languages as about one-third of the attendees spoke these languages.

The children's garden is new this year and is adjacent to the Edgerton Community Garden plots. The garden was planted by and is being cared for and harvested by a Nature Center volunteer, John Burrell, with help from the Master Gardeners, Nature Center staff, and of course the kids. The children that come to the garden include kids from Edgerton School's after-school program, neighborhood kids, a scout group, and people participating in the scheduled 'Children's Garden' programs this summer through Maplewood-North St. Paul Parks and Recreation.

In addition, the City has formed an educational and publicity partnership with Harvest Gardens ([www.harvestgardens.org](http://www.harvestgardens.org)). Harvest Gardens is a community outreach of First Evangelical Free Church that has garden plots available to the public at County Road C and Hazelwood. The garden started in 2010 with 300 plots and this year expanded to approximately 900 plots. Harvest Gardens works closely with The Karen Organization of Minnesota and the Hmong Minnesota Senior Center. The community garden partnership has benefitted both Harvest Gardens and the city. Harvest Gardens has the land and runs all aspects of their garden. The city helps publicize their garden plots to Maplewood residents and coordinates educational programming at both Edgerton and Harvest gardens.

**RECOMMENDATION**

No action is required.

**AGENDA REPORT**

**TO:** City Council  
**FROM:** Finance Manager  
**RE:** APPROVAL OF CLAIMS  
**DATE:** July 11, 2011

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

ACCOUNTS PAYABLE:

\$ 378,379.89	Checks # 84585 thru # 84639 dated 06/20/11 thru 06/28/11
\$ 166,880.04	Disbursements via debits to checking account dated 06/17/11 thru 06/24/11
\$ 681,856.90	Checks # 84640 thru # 84704 dated 06/27/11 thru 07/05/2011
\$ 347,439.90	Disbursements via debits to checking account dated 06/22/11 thru 07/01/11
<u>\$ 1,574,556.73</u>	Total Accounts Payable

PAYROLL

\$ 521,248.46	Payroll Checks and Direct Deposits dated 06/24/11
\$ 2,335.01	Payroll Deduction check # 84529 thru # 84531 dated 06/24/11
<u>\$ 523,583.47</u>	Total Payroll
<u><u>\$ 2,098,140.20</u></u>	GRAND TOTAL

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

kf  
attachments

**Check Register**  
**City of Maplewood**

06/24/2011

Check	Date	Vendor	Description	Amount	
84585	06/20/2011	02464	US BANK	FUNDS FOR ATMS	8,000.00
84586	06/28/2011	04842	MARY JOSEPHINE ANDERSON	ZUMBA INSTRUCTION FEES	210.00
84587	06/28/2011	04519	JESSICA CAMPBELL	REIMB FOR MILEAGE 5/2-5/27	45.69
	06/28/2011	04519	JESSICA CAMPBELL	REIMB FOR MILEAGE 4/4-4/29	45.69
	06/28/2011	04519	JESSICA CAMPBELL	REIMB FOR MILEAGE 5/30-6/16	29.37
	06/28/2011	04519	JESSICA CAMPBELL	REIMB FOR MILEAGE 3/28-4/1	11.42
84588	06/28/2011	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - MAY	1,065.75
84589	06/28/2011	04206	H.A. KANTRUD	PROSECUTION & LEGAL SRVS - JULY	16,100.00
84590	06/28/2011	00985	METROPOLITAN COUNCIL	WASTEWATER - JULY	216,688.14
84591	06/28/2011	01819	PAETEC	LOCAL PHONE SERVICE 5/16 - 6/15	1,616.10
	06/28/2011	01819	PAETEC	LOCAL PHONE SERVICE 4/16 - 5/15	1,555.81
84592	06/28/2011	01941	PATRICK TROPHIES	EMPLOYEE OF MONTH PLAQUES MCC	189.08
84593	06/28/2011	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - MAY	24,088.75
84594	06/28/2011	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 10-19 RECORDING FEES	612.00
	06/28/2011	01337	RAMSEY COUNTY-PROP REC & REV	RECORDING FEES	52.70
	06/28/2011	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 04-21 RECORDING FEES	46.00
	06/28/2011	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 04-21 RECORDING FEES	46.00
	06/28/2011	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 11-10 RECORDING FEE	46.00
84595	06/28/2011	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS - NC EVENT MAY 7 & GARDENS	213.75
84596	06/28/2011	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	4,880.98
	06/28/2011	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	848.26
84597	06/28/2011	04192	TRANS-MEDIC	EMS BILLING - MAY	3,585.00
84598	06/28/2011	01750	THE WATSON CO INC	MDSE FOR RESALE	270.91
84599	06/28/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	7,099.92
	06/28/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	3,463.64
	06/28/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,034.39
	06/28/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	344.79
	06/28/2011	01190	XCEL ENERGY	FIRE SIRENS	51.71
84600	06/28/2011	01798	YOCUM OIL CO.	CONTRACT GASOLINE - JUNE	16,815.36
	06/28/2011	01798	YOCUM OIL CO.	CONTRACT DIESEL FUEL - JUNE	8,861.39
84601	06/28/2011	00111	ANIMAL CONTROL SERVICES	BOARDING & DESTRUCTION FEES	1,772.19
84602	06/28/2011	03890	APPLE GLASS	REPLACEMENT GLASS FOR TOOLCAT	219.34
84603	06/28/2011	03738	CHARLES E. BETHEL	RETAINER FOR LEGAL & RENT - JULY	6,375.00
84604	06/28/2011	04895	BUCHKOSKY JEWELERS	JEWELRY APPRAISAL CASE #11009974	150.00
84605	06/28/2011	04894	DEPARTMENT OF CORONER	GUNSHOT RESIDUE (GSR) TEST ANALYSIS	1,004.00
84606	06/28/2011	03619	DRAIN KING INC	PROJ 10-14 TELEVISIONG	170.00
84607	06/28/2011	00531	FRA-DOR INC.	BLACK DIRT - E SHORE STORM SEWER	56.11
84608	06/28/2011	00612	GYM WORKS INC	REPAIR EXERCISE EQUIP MCC	141.38
84609	06/28/2011	03597	MARY JO HOFMEISTER	REIMB FOR MILEAGE 5/10 - 6/13	13.52
84610	06/28/2011	03759	HOTSY EQUIPMENT OF MN	PRESSURE WASHER SOAP & HOSE	525.73
84611	06/28/2011	04152	ISD 622 COMMUNITY EDUCATION	YOUTH & INTRO TO B-BALL - FACILITIES	4,484.50
	06/28/2011	04152	ISD 622 COMMUNITY EDUCATION	ADULT VOLLEYBALL GYM USAGE FEES	627.00
84612	06/28/2011	00816	KREMER SERVICES, LLC	REPAIR STERLING DUMP TRUCK	3,020.17
84613	06/28/2011	04893	LIBSON TWIN CITY AUTO & TRUCK	REBUILT DAMAGED REAR DIFFERENTIAL	2,559.63
	06/28/2011	04893	LIBSON TWIN CITY AUTO & TRUCK	REBUILT DAMAGED REAR DIFFERENTIAL	-12.69
84614	06/28/2011	04896	KATIE LYNCH	SECURITY OFFICER FOR MCC EVENT	175.00
84615	06/28/2011	00932	MAPLEWOOD BAKERY	MDSE FOR RESALE	764.80
	06/28/2011	00932	MAPLEWOOD BAKERY	MDSE FOR RESALE	683.10
	06/28/2011	00932	MAPLEWOOD BAKERY	MDSE FOR RESALE	305.18
84616	06/28/2011	04404	MASIMO AMERICAS, INC.	MASIMO RAD 57	12,317.00
84617	06/28/2011	04193	MIDAMERICA AUCTIONS	FORTEITED VEHICLE STORAGE - JUNE	2,250.00
84618	06/28/2011	04316	CITY OF MINNEAPOLIS RECEIVABLES	AUTO PAWN SYSTEM - MAY	601.20
84619	06/28/2011	04007	MINNESOTA DEPT OF HEALTH	HOSPITALITY FEE FOR 2011	35.00

84620	06/28/2011	02696	MUSKA ELECTRIC CO	PARKING LOT LIGHT POLE-BASE REPAIR	12,845.00
84621	06/28/2011	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES	2,834.37
84622	06/28/2011	00001	ONE TIME VENDOR	REFUND KRAFT HP BENEFIT	160.00
84623	06/28/2011	00001	ONE TIME VENDOR	REFUND B DOWDAL CLASS CANCELLED	100.00
84624	06/28/2011	00001	ONE TIME VENDOR	REFUND K JACKSON EVENT CANCELLED	100.00
84625	06/28/2011	00001	ONE TIME VENDOR	REFUND MEISTER CLASS CANCELLED	84.00
84626	06/28/2011	00001	ONE TIME VENDOR	REFUND B BROKOP HP BENEFIT	80.00
84627	06/28/2011	00001	ONE TIME VENDOR	REFUND AMERICAN WATERWORKS BL	78.86
84628	06/28/2011	00001	ONE TIME VENDOR	REFUND V MIRSCH CLASS CANCELLED	42.00
84629	06/28/2011	00001	ONE TIME VENDOR	REFUND M TANSEY CLASS CANCELLED	42.00
84630	06/28/2011	00001	ONE TIME VENDOR	REFUND F GANDY OVERCHARGED	16.07
84631	06/28/2011	00001	ONE TIME VENDOR	REFUND J SANDIFER CLASS CANCELLED	7.00
84632	06/28/2011	04841	ALI OZYIGIT	INSTRUCTION OF BASKETBALL CLINIC	156.00
84633	06/28/2011	04897	PEAK PERFORMANCE	FITNESS CLASS INSTRUCTION	260.00
84634	06/28/2011	01345	RAMSEY COUNTY	ESCROW RELEASE PROJ 06-26	583.33
84635	06/28/2011	02001	CITY OF ROSEVILLE	MONTHLY JOINT POWER SRVS - JUNE	625.00
84636	06/28/2011	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - JUNE	100.00
84637	06/28/2011	01545	SUBURBAN RATE AUTHORITY	SRA 2ND HALF ASSESSMENT 2011	1,600.00
84638	06/28/2011	04357	UNIVERSAL HOSPITAL SRVS, INC.	EMS EQUIP SRVS	760.50
84639	06/28/2011	02464	US BANK	PAYING AGENT FEES	750.00

55 Checks in this report.

**378,379.89**

**CITY OF MAPLEWOOD**  
**Disbursements via Debits to Checking account**

<u>Transmitted</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/17/2011	6/20/2011	MN State Treasurer	Drivers License/Deputy Registrar	13,620.04
6/17/2011	6/20/2011	Pitney Bowes	Postage	2,985.00
6/14/2011	6/21/2011	MN Dept of Revenue	Fuel Tax	307.73
6/20/2011	6/21/2011	MN State Treasurer	Drivers License/Deputy Registrar	22,296.10
6/20/2011	6/22/2011	US Bank VISA One Card*	Purchasing card items	55,777.79
6/21/2011	6/22/2011	MN State Treasurer	Drivers License/Deputy Registrar	15,022.75
6/22/2011	6/23/2011	MN State Treasurer	Drivers License/Deputy Registrar	12,469.93
6/22/2011	6/24/2011	ICMA (Vantagepointe)	Deferred Compensation	4,087.76
6/22/2011	6/24/2011	ING - State Plan	Deferred Compensation	27,278.44
6/23/2011	6/24/2011	MN Dept of Natural Resources	DNR electronic licenses	1,245.00
6/23/2011	6/24/2011	MN State Treasurer	Drivers License/Deputy Registrar	11,789.50
<b>TOTAL</b>				<b><u>166,880.04</u></b>

\*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
06/02/2011	06/06/2011	DOLRTREE 3150 00031500	\$34.78	MANDY ANZALDI
06/10/2011	06/13/2011	DOLRTREE 3150 00031500	\$6.00	MANDY ANZALDI
06/14/2011	06/15/2011	SAVERS 1126	\$21.85	MANDY ANZALDI
06/14/2011	06/16/2011	DOLRTREE 3150 00031500	\$3.21	MANDY ANZALDI
06/02/2011	06/06/2011	MINNESOTA GOVERNMENT F	\$15.00	GAYLE BAUMAN
06/07/2011	06/07/2011	GOVERNMENT FINANCE OFFIC	\$435.00	GAYLE BAUMAN
06/03/2011	06/06/2011	SYX*GLOBALINDUSTRIALEQ	(\$752.25)	JIM BEHAN
06/06/2011	06/07/2011	HENRIKSEN ACE HARDWARE	\$11.76	JIM BEHAN
06/06/2011	06/07/2011	HENRIKSEN ACE HARDWARE	\$48.03	JIM BEHAN
06/10/2011	06/13/2011	MUSKA LIGHTING CENTER	\$1,037.97	JIM BEHAN
06/10/2011	06/13/2011	SIGNATURE AQUATICS, LLC	\$618.43	JIM BEHAN
06/13/2011	06/14/2011	AQUA LOGICS INC	\$1,250.07	JIM BEHAN
06/13/2011	06/15/2011	NEWTON DISTRIBUTING COMPA	\$304.22	JIM BEHAN
06/14/2011	06/15/2011	NUCO2 01 OF 01	\$75.92	JIM BEHAN
06/14/2011	06/15/2011	NUCO2 01 OF 01	\$66.80	JIM BEHAN
06/14/2011	06/15/2011	NUCO2 01 OF 01	\$115.55	JIM BEHAN
06/14/2011	06/15/2011	NUCO2 01 OF 01	\$81.01	JIM BEHAN
06/14/2011	06/15/2011	STATE SUPPLY	\$952.08	JIM BEHAN
06/15/2011	06/16/2011	STATE SUPPLY	(\$600.00)	JIM BEHAN
06/09/2011	06/13/2011	UNIFORMS UNLIMITED INC	\$65.00	MARKESE BENJAMIN
06/07/2011	06/08/2011	STREICHERS INC	\$103.99	BRIAN BIERDEMAN
06/07/2011	06/09/2011	EXTREMETACTICALDYNAMICS.C	\$79.31	BRIAN BIERDEMAN
06/03/2011	06/06/2011	IMBD SALES 00 OF 00	\$40.45	OAKLEY BIESANZ
06/10/2011	06/13/2011	LAKESHORE LEARNING #41	(\$4.27)	OAKLEY BIESANZ
06/10/2011	06/13/2011	LAKESHORE LEARNING #41	\$7.38	OAKLEY BIESANZ
06/15/2011	06/17/2011	ORGANIZE IT	\$59.86	OAKLEY BIESANZ
06/10/2011	06/13/2011	MENARDS 3059	\$69.87	TROY BRINK
06/09/2011	06/10/2011	FEDEX 468839915029741	\$42.01	SARAH BURLINGAME
06/13/2011	06/15/2011	OFFICE DEPOT #1090	\$67.55	SARAH BURLINGAME
06/14/2011	06/16/2011	JIMMY JOHN'S # 574 - E	\$83.45	SARAH BURLINGAME
06/07/2011	06/08/2011	DICKEYS MN-222	\$10.73	DAN BUSACK
06/14/2011	06/15/2011	CSSI NATCHEZ SHOOTERS	\$173.49	DAN BUSACK
06/14/2011	06/16/2011	FOX LABS INTERNATIONAL	\$1,132.28	DAN BUSACK
06/06/2011	06/07/2011	VZWRLSS*APOCC VISN	\$89.55	HEIDI CAREY
06/08/2011	06/09/2011	DIS*RADIO DISNEY-KDIZ	\$1,500.00	HEIDI CAREY
06/08/2011	06/09/2011	BANNERS.COM	\$83.20	HEIDI CAREY
06/09/2011	06/10/2011	LILLIE SUBURBAN NEWSPAPE	\$121.00	HEIDI CAREY
06/13/2011	06/14/2011	STARTRIBUNE ADV REMIT	\$376.00	HEIDI CAREY
06/08/2011	06/10/2011	RUTTIGERS SUGAR LAKE L	\$125.00	NICHOLAS CARVER
06/13/2011	06/15/2011	THE HOME DEPOT 2801	\$45.99	SCOTT CHRISTENSON
06/13/2011	06/15/2011	THE HOME DEPOT 2801	\$36.97	SCOTT CHRISTENSON
06/07/2011	06/08/2011	FRATTALLONES WOODBURY AC	\$7.80	CHARLES DEEVER
06/09/2011	06/10/2011	G&K SERVICES 182	\$74.46	CHARLES DEEVER
06/14/2011	06/16/2011	UNIFORMS UNLIMITED INC	\$17.08	RICHARD DOBLAR
06/01/2011	06/06/2011	TRI-STATE BOBCAT INC.	\$701.25	DOUG EDGE
06/09/2011	06/13/2011	THE HOME DEPOT 2801	\$36.63	DOUG EDGE
06/10/2011	06/13/2011	GRUBERS POWER EQUIPMENT	\$35.34	DAVE EDSON
06/15/2011	06/16/2011	JOHN DEERE LANDSCAPES530	\$49.16	DAVE EDSON
06/15/2011	06/16/2011	JOHN DEERE LANDSCAPES530	\$7.08	DAVE EDSON
06/03/2011	06/06/2011	THE HOME DEPOT 2801	\$54.49	ANDREW ENGSTROM
06/03/2011	06/06/2011	CUB FOODS #3123	\$21.40	LARRY FARR
06/05/2011	06/06/2011	WM EZPAY	\$444.19	LARRY FARR
06/05/2011	06/06/2011	WM EZPAY	\$422.56	LARRY FARR
06/05/2011	06/07/2011	WM EZPAY	\$932.70	LARRY FARR
06/09/2011	06/13/2011	CUB FOODS #3123 SSS	(\$21.40)	LARRY FARR
06/10/2011	06/13/2011	THE HOME DEPOT 2810	(\$18.19)	LARRY FARR

06/10/2011	06/13/2011	TARGET	00011858	\$28.91	LARRY FARR
06/10/2011	06/13/2011	CINTAS #470		\$79.64	LARRY FARR
06/15/2011	06/16/2011	CINTAS #470		\$38.50	LARRY FARR
06/15/2011	06/16/2011	CINTAS #470		\$40.21	LARRY FARR
06/16/2011	06/17/2011	ALS VACUUM&JANITORIAL SUP		\$186.76	LARRY FARR
06/16/2011	06/17/2011	MINNESOTA AIR OAKDALE		\$11.71	LARRY FARR
06/16/2011	06/17/2011	MENARDS 3022		\$67.22	LARRY FARR
06/02/2011	06/06/2011	KEEFE CO PARKING		\$6.50	DAVID FISHER
06/15/2011	06/16/2011	CURTIS 1000 INC.		\$50.41	KAREN FORMANEK
06/08/2011	06/09/2011	IDU*PUBLIC SECTOR		\$404.78	MYCHAL FOWLDS
06/14/2011	06/14/2011	PAY FLOW PRO		\$59.95	MYCHAL FOWLDS
06/03/2011	06/06/2011	MICROSOFT TECH SUPPORT		\$259.00	NICK FRANZEN
06/03/2011	06/06/2011	IDU*PUBLIC SECTOR		\$12.07	NICK FRANZEN
06/04/2011	06/06/2011	IDU*PUBLIC SECTOR		\$720.76	NICK FRANZEN
06/04/2011	06/06/2011	IDU*PUBLIC SECTOR		\$272.94	NICK FRANZEN
06/06/2011	06/07/2011	BESTBUY.COM	00009944	\$107.11	NICK FRANZEN
06/14/2011	06/14/2011	HP DIRECT-PUBLICSECTOR		\$197.11	NICK FRANZEN
06/16/2011	06/16/2011	AMAZON MKTPLACE PMTS		\$185.75	NICK FRANZEN
06/16/2011	06/17/2011	IDU*PUBLIC SECTOR		\$902.44	NICK FRANZEN
06/06/2011	06/08/2011	UNIFORMS UNLIMITED INC		\$219.00	ANTHONY GABRIEL
06/10/2011	06/13/2011	TWIN CITY HARDWARE HADLEY		\$38.46	CLARENCE GERVAIS
06/03/2011	06/06/2011	FEDEX 468839915029390		\$8.54	JEAN GLASS
06/15/2011	06/17/2011	OFFICE DEPOT #1090		\$111.20	JEAN GLASS
06/07/2011	06/09/2011	IN OUT AND STORES, INC		\$8.52	JANET M GREW HAYMAN
06/14/2011	06/15/2011	VZWRLSS*APOCC VISN		\$97.04	KAREN E GUILFOILE
06/08/2011	06/09/2011	HIRSHFIELDS ST PAUL CSC		\$396.23	MARK HAAG
06/07/2011	06/08/2011	HENRIKSEN ACE HARDWARE		\$2.54	GARY HINNENKAMP
06/09/2011	06/10/2011	HENRIKSEN ACE HARDWARE		\$26.75	GARY HINNENKAMP
06/16/2011	06/17/2011	JOHN DEERE LANDSCAPES530		\$83.61	GARY HINNENKAMP
06/08/2011	06/09/2011	TARGET	00011858	\$30.17	RON HORWATH
06/08/2011	06/09/2011	ELIFEGUARD INC.		\$123.09	RON HORWATH
06/08/2011	06/09/2011	THE LIFEGUARD STORE		\$43.85	RON HORWATH
06/08/2011	06/09/2011	THE LIFEGUARD STORE		\$7.15	RON HORWATH
06/08/2011	06/10/2011	THE HOME DEPOT 2801		\$14.33	RON HORWATH
06/09/2011	06/10/2011	AMERICAN LIFEGUARD PROD		\$264.50	RON HORWATH
06/10/2011	06/13/2011	PRICE CHOPPER, INC		\$1,998.10	RON HORWATH
06/11/2011	06/13/2011	OFFICE MAX		\$25.71	RON HORWATH
06/14/2011	06/16/2011	STRAUSS SKATE AND BICY		\$556.25	RON HORWATH
06/08/2011	06/09/2011	RAINBOW FOODS 00088617		\$21.71	ANN E HUTCHINSON
06/03/2011	06/06/2011	DALCO ENTERPRISES, INC		\$1,041.12	DAVID JAHN
06/10/2011	06/13/2011	OAKDALE RENTAL CENTER		\$264.79	DON JONES
06/16/2011	06/17/2011	MENARDS 3022		\$24.07	DON JONES
06/07/2011	06/07/2011	COMCAST CABLE COMM		\$143.76	DUWAYNE KONEWKO
06/08/2011	06/09/2011	ROLAND LOZIER PIANO SVC		\$2,900.00	DUWAYNE KONEWKO
06/02/2011	06/06/2011	UNIFORMS UNLIMITED		\$1,204.27	DAVID KVAM
06/03/2011	06/06/2011	BEST BUY MHT 00000109		\$37.49	DAVID KVAM
06/03/2011	06/06/2011	STREICHERS INC		\$170.96	DAVID KVAM
06/04/2011	06/06/2011	BILLS GUN SHOP & RANGE NO		\$400.00	DAVID KVAM
06/07/2011	06/08/2011	THOMSON WEST*TCD		\$266.81	DAVID KVAM
06/08/2011	06/10/2011	UNIFORMS UNLIMITED INC		\$34.63	DAVID KVAM
06/13/2011	06/13/2011	COMCAST CABLE COMM		\$34.00	DAVID KVAM
06/13/2011	06/15/2011	HEALTHEAST TRANSPORTATN		\$3,262.62	DAVID KVAM
06/14/2011	06/15/2011	ULTRA MAX		\$655.00	DAVID KVAM
06/15/2011	06/16/2011	SPARTAN PROMOTIONAL GRP		\$550.68	DAVID KVAM
06/07/2011	06/08/2011	TOTES/SUNWORLD 197		\$32.05	TODD LANGNER
06/11/2011	06/13/2011	THE MENS WEARHOUSE #4109		\$199.97	TODD LANGNER
06/11/2011	06/13/2011	STREICHERS INC		\$53.62	TODD LANGNER



06/08/2011	06/10/2011	TOUSLEY FORD I27228006	\$338.45	STEVEN PRIEM
06/09/2011	06/13/2011	WHEELCO BRAKE &SUPPLY	\$70.39	STEVEN PRIEM
06/10/2011	06/13/2011	TOUSLEY FORD I27228006	\$27.12	STEVEN PRIEM
06/10/2011	06/13/2011	BAUER BUILT TIRE 18	\$187.46	STEVEN PRIEM
06/13/2011	06/15/2011	BAUER BUILT TIRE 18	\$564.74	STEVEN PRIEM
06/14/2011	06/15/2011	AUTO PLUS NO ST PAUL	\$3.77	STEVEN PRIEM
06/14/2011	06/15/2011	AUTO PLUS NO ST PAUL	\$26.77	STEVEN PRIEM
06/14/2011	06/15/2011	AUTO PLUS NO ST PAUL	\$86.51	STEVEN PRIEM
06/14/2011	06/15/2011	MACQUEEN EQUIPMENT INC	\$151.89	STEVEN PRIEM
06/14/2011	06/15/2011	ZEP SALES AND SERVICE	\$93.31	STEVEN PRIEM
06/14/2011	06/16/2011	TRI-STATE BOBCAT INC.	\$361.34	STEVEN PRIEM
06/15/2011	06/16/2011	AUTO PLUS NO ST PAUL	\$70.30	STEVEN PRIEM
06/15/2011	06/16/2011	AUTO PLUS NO ST PAUL	\$86.07	STEVEN PRIEM
06/15/2011	06/16/2011	AUTO PLUS NO ST PAUL	\$137.13	STEVEN PRIEM
06/15/2011	06/16/2011	PRO-TECH MARKEL SERVICES	\$135.00	STEVEN PRIEM
06/16/2011	06/17/2011	FACTORY MOTOR PARTS #19	\$329.54	STEVEN PRIEM
06/16/2011	06/17/2011	FACTORY MOTOR PARTS #19	\$593.07	STEVEN PRIEM
06/16/2011	06/17/2011	AUTO PLUS NO ST PAUL	\$12.59	STEVEN PRIEM
06/16/2011	06/17/2011	BOYER TRUCK PARTS	\$1,112.84	STEVEN PRIEM
06/16/2011	06/17/2011	BAUER BUILT TIRE 18	\$386.66	STEVEN PRIEM
06/06/2011	06/08/2011	GARY L FISCHLER AND ASSOC	\$825.00	TERRIE RAMEAUX
06/08/2011	06/09/2011	MINNESOTA OCCUPATIONAL HE	\$89.00	TERRIE RAMEAUX
06/06/2011	06/07/2011	HILLYARD INC MINNEAPOLIS	\$1,211.42	MICHAEL REILLY
06/16/2011	06/17/2011	HILLYARD INC MINNEAPOLIS	\$1,197.93	MICHAEL REILLY
06/04/2011	06/06/2011	TARGET 00011858	\$52.63	AUDRA ROBBINS
06/07/2011	06/08/2011	ST. PAUL SAINTS	\$560.00	AUDRA ROBBINS
06/08/2011	06/09/2011	TARGET 00006197	\$99.27	AUDRA ROBBINS
06/08/2011	06/09/2011	WALMART.COM	\$387.84	AUDRA ROBBINS
06/09/2011	06/13/2011	SPORTS AUTHORI00007013	\$54.91	AUDRA ROBBINS
06/13/2011	06/14/2011	TARGET 00011858	\$99.98	AUDRA ROBBINS
06/15/2011	06/17/2011	PUMP IT UP - EDEN PRAIRIE	\$286.00	AUDRA ROBBINS
06/13/2011	06/14/2011	MENARDS 3059	\$21.39	ROBERT RUNNING
06/13/2011	06/15/2011	THE HOME DEPOT 2801	\$4.97	ROBERT RUNNING
06/14/2011	06/16/2011	OAKDALE RENTAL CENTER	\$207.82	ROBERT RUNNING
06/15/2011	06/17/2011	MILLS FLEET FARM #2,700	\$78.78	ROBERT RUNNING
06/06/2011	06/07/2011	T-MOBILE.COM*PAYMENT	\$38.57	DEB SCHMIDT
06/03/2011	06/06/2011	ANCHOR SCIENTIFIC INC	\$261.75	SCOTT SCHULTZ
06/06/2011	06/07/2011	FLEXIBLE PIPE TOOL CO	\$302.19	SCOTT SCHULTZ
06/09/2011	06/10/2011	CHIPOTLE 0224	\$30.00	ANDREA SINDT
06/09/2011	06/13/2011	UNIFORMS UNLIMITED INC	(\$35.99)	JOSEPH STEINER
06/13/2011	06/15/2011	STRAUSS SKATE AND BICY	\$2,389.50	JAMES TAYLOR
06/13/2011	06/15/2011	STRAUSS SKATE AND BICY	\$96.00	JAMES TAYLOR
06/09/2011	06/13/2011	OAKDALE RENTAL CENTER	\$175.69	TODD TEVLIN
06/10/2011	06/13/2011	UNIFORMS UNLIMITED INC	\$59.99	PAUL THIENES
06/10/2011	06/13/2011	UNIFORMS UNLIMITED INC	\$135.73	DAVID J THOMALLA

**TOTAL                    \$55,777.79**

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>
	06/24/11	JUENEMANN, KATHLEEN	416.42
	06/24/11	KOPPEN, MARVIN	416.42
	06/24/11	LLANAS, JAMES	416.42
	06/24/11	NEPHEW, JOHN	416.42
	06/24/11	ROSSBACH, WILLIAM	473.15
	06/24/11	STRAUTMANIS, MARIS	142.00
	06/24/11	AHL, R. CHARLES	4,958.72
	06/24/11	ANTONEN, JAMES	5,300.00
	06/24/11	BURLINGAME, SARAH	1,979.40
	06/24/11	KANTRUD, HUGH	184.62
	06/24/11	CHRISTENSON, SCOTT	2,102.73
	06/24/11	FARR, LARRY	2,885.65
	06/24/11	JAHN, DAVID	2,041.73
	06/24/11	KARIS, DYLAN	874.50
	06/24/11	HENNING, KARISSA	92.30
	06/24/11	RAMEAUX, THERESE	3,030.67
	06/24/11	BAUMAN, GAYLE	4,014.97
	06/24/11	FORMANEK, KAREN	1,849.37
	06/24/11	ANDERSON, CAROLE	1,225.86
	06/24/11	DEBILZAN, JUDY	1,270.60
	06/24/11	JACKSON, MARY	2,142.96
	06/24/11	KELSEY, CONNIE	2,569.23
	06/24/11	RUEB, JOSEPH	2,493.80
	06/24/11	CAREY, HEIDI	2,005.19
	06/24/11	GUILFOILE, KAREN	4,176.43
	06/24/11	KROLL, LISA	1,655.93
	06/24/11	NEPHEW, MICHELLE	1,620.25
	06/24/11	SCHMIDT, DEBORAH	2,719.20
	06/24/11	SPANGLER, EDNA	1,102.63
	06/24/11	CORTESI, LUANNE	1,173.28
	06/24/11	LARSON, MICHELLE	1,758.15
	06/24/11	MECHELKE, SHERRIE	1,107.69
	06/24/11	MOY, PAMELA	1,107.69
	06/24/11	OSTER, ANDREA	1,886.77
	06/24/11	RICHTER, CHARLENE	889.77
	06/24/11	SCHOENECKER, LEIGH	1,349.50
	06/24/11	WEAVER, KRISTINE	2,288.55
	06/24/11	CORCORAN, THERESA	1,882.15
	06/24/11	KVAM, DAVID	4,188.29
	06/24/11	PALANK, MARY	1,886.77
	06/24/11	POWELL, PHILIP	2,903.66
	06/24/11	SVENDSEN, JOANNE	2,081.79
	06/24/11	THOMALLA, DAVID	4,936.26
	06/24/11	YOUNG, TAMELA	1,882.15
	06/24/11	ABEL, CLINT	3,139.96
	06/24/11	ALDRIDGE, MARK	3,172.28
	06/24/11	BAKKE, LONN	2,968.17
	06/24/11	BARTZ, PAUL	3,385.68
	06/24/11	BELDE, STANLEY	3,172.28
	06/24/11	BENJAMIN, MARKESE	2,786.69
	06/24/11	BIERDEMAN, BRIAN	3,813.08
	06/24/11	BOHL, JOHN	3,227.66
	06/24/11	BUSACK, DANIEL	4,170.69
	06/24/11	COFFEY, KEVIN	2,869.16

06/24/11	CROTTY, KERRY	3,575.20
06/24/11	DEMULLING, JOSEPH	2,873.53
06/24/11	DOBLAR, RICHARD	3,886.81
06/24/11	DUGAS, MICHAEL	4,060.37
06/24/11	ERICKSON, VIRGINIA	3,112.67
06/24/11	FLOR, TIMOTHY	2,502.73
06/24/11	FORSYTHE, MARCUS	1,895.18
06/24/11	FRASER, JOHN	3,282.47
06/24/11	FRITZE, DEREK	3,737.89
06/24/11	GABRIEL, ANTHONY	3,401.32
06/24/11	HAWKINSON JR, TIMOTHY	2,785.00
06/24/11	HER, PHENG	2,501.30
06/24/11	HIEBERT, STEVEN	3,322.41
06/24/11	JOHNSON, KEVIN	5,040.30
06/24/11	KALKA, THOMAS	913.08
06/24/11	KONG, TOMMY	2,842.94
06/24/11	KREKELER, NICHOLAS	862.96
06/24/11	KROLL, BRETT	2,961.11
06/24/11	LANGNER, SCOTT	3,293.35
06/24/11	LANGNER, TODD	3,005.32
06/24/11	LU, JOHNNIE	2,842.94
06/24/11	LYNCH, KATHERINE	2,132.89
06/24/11	MARINO, JASON	2,842.94
06/24/11	MARTIN, JERROLD	3,001.43
06/24/11	MCCARTY, GLEN	2,975.01
06/24/11	METRY, ALESIA	4,824.60
06/24/11	NYE, MICHAEL	3,688.46
06/24/11	OLSON, JULIE	2,901.07
06/24/11	PARKER, JAMES	1,895.18
06/24/11	REZNY, BRADLEY	3,364.97
06/24/11	RHUDE, MATTHEW	2,952.09
06/24/11	SHORTREED, MICHAEL	4,060.51
06/24/11	STEINER, JOSEPH	2,964.76
06/24/11	SYPNIEWSKI, WILLIAM	2,785.00
06/24/11	SZCZEPANSKI, THOMAS	3,049.78
06/24/11	TAUZELL, BRIAN	2,534.93
06/24/11	THEISEN, PAUL	3,278.48
06/24/11	THIENES, PAUL	4,764.79
06/24/11	TRAN, JOSEPH	2,955.28
06/24/11	WENZEL, JAY	2,842.94
06/24/11	XIONG, KAO	3,013.55
06/24/11	ACOSTA, MARK	261.00
06/24/11	ANDERSON, BRIAN	339.00
06/24/11	ARKSEY, CHARLES	357.00
06/24/11	BAHL, DAVID	147.00
06/24/11	BASSETT, BRENT	147.00
06/24/11	BAUMAN, ANDREW	2,676.26
06/24/11	BOURQUIN, RON	792.00
06/24/11	BRADBURY, RYAN	216.00
06/24/11	BRESIN, ROBERT	306.00
06/24/11	CAPISTRANT, JACOB	300.00
06/24/11	CAPISTRANT, JOHN	150.00
06/24/11	CRAWFORD, RAYMOND	405.00
06/24/11	DAWSON, RICHARD	3,011.15
06/24/11	DIERICH, REBECCA	300.00
06/24/11	EVERSON, PAUL	3,111.99
06/24/11	FASULO, WALTER	187.50
06/24/11	FOSSUM, ANDREW	2,785.36
06/24/11	HALE, JOSEPH	248.50
06/24/11	HALWEG, JODI	3,183.90
06/24/11	HEFFERNAN, PATRICK	371.00
06/24/11	HENDRICKSON, NICHOLAS	2,383.02
06/24/11	HERLUND, RICK	300.00
06/24/11	HUTCHINSON, JAMES	385.00

06/24/11	IMM, TRACY	333.00
06/24/11	JOHNSON, JAMES	637.00
06/24/11	JONES, JONATHAN	252.00
06/24/11	KANE, ROBERT	724.50
06/24/11	KARRAS, JAMIE	354.00
06/24/11	KERSKA, JOSEPH	462.00
06/24/11	KONDER, RONALD	474.00
06/24/11	KUBAT, ERIC	2,336.52
06/24/11	LINDER, TIMOTHY	2,600.26
06/24/11	LOCHEN, MICHAEL	592.00
06/24/11	MELLEN, CHRISTOPHER	321.00
06/24/11	MILLER, NICHOLAS	186.00
06/24/11	MONDOR, MICHAEL	3,089.18
06/24/11	MONSON, PETER	276.00
06/24/11	MORGAN, JEFFERY	383.50
06/24/11	NIELSEN, KENNETH	204.00
06/24/11	NOVAK, JEROME	3,037.06
06/24/11	NOWICKI, PAUL	261.00
06/24/11	OLSON, JAMES	2,676.26
06/24/11	OPHEIM, JOHN	59.50
06/24/11	PACHECO, ALPHONSE	345.00
06/24/11	PETERSON, MARK	84.00
06/24/11	PETERSON, ROBERT	2,907.37
06/24/11	PLACE, ANDREA	2,553.32
06/24/11	POWERS, KENNETH	711.00
06/24/11	RAINEY, JAMES	684.00
06/24/11	RAVENWALD, CORINNE	282.00
06/24/11	REYNOSO, ANGEL	300.00
06/24/11	RICE, CHRISTOPHER	435.00
06/24/11	RODRIGUEZ, ROBERTO	135.00
06/24/11	SCHULTZ, JEROME	243.00
06/24/11	SEDLACEK, JEFFREY	2,648.38
06/24/11	STREFF, MICHAEL	2,760.19
06/24/11	SVENDSEN, RONALD	2,902.16
06/24/11	WHITE, JOEL	12.00
06/24/11	GERVAIS-JR, CLARENCE	3,867.86
06/24/11	LUKIN, STEVEN	4,475.33
06/24/11	ZWIEG, SUSAN	2,234.17
06/24/11	KNUTSON, LOIS	1,996.55
06/24/11	NIVEN, AMY	1,411.62
06/24/11	PRIEFER, WILLIAM	2,713.17
06/24/11	BRINK, TROY	2,288.55
06/24/11	BUCKLEY, BRENT	2,909.91
06/24/11	DEBILZAN, THOMAS	2,125.35
06/24/11	EDGE, DOUGLAS	2,494.08
06/24/11	HAMRE, MILES	1,440.00
06/24/11	JONES, DONALD	2,141.35
06/24/11	MEISSNER, BRENT	1,896.55
06/24/11	NAGEL, BRYAN	3,408.40
06/24/11	OSWALD, ERICK	2,477.93
06/24/11	RUNNING, ROBERT	2,333.35
06/24/11	SETNES, SAMUEL	1,120.00
06/24/11	TEVLIN, TODD	2,155.35
06/24/11	BURLINGAME, NATHAN	2,006.40
06/24/11	DUCHARME, JOHN	2,713.97
06/24/11	ENGSTROM, ANDREW	2,459.78
06/24/11	JACOBSON, SCOTT	2,413.61
06/24/11	JAROSCH, JONATHAN	3,097.07
06/24/11	KREGER, JASON	3,093.61
06/24/11	KUMMER, STEVEN	3,277.79
06/24/11	LINDBLOM, RANDAL	2,713.97
06/24/11	LOVE, STEVEN	3,281.22
06/24/11	THOMPSON, MICHAEL	4,028.29
06/24/11	ZIEMAN, SCOTT	1,114.70

06/24/11	KONEWKO, DUWAYNE	4,390.46
06/24/11	EDSON, DAVID	2,170.59
06/24/11	GUNDERSON, ANDREW	1,118.00
06/24/11	HELMER, JACOB	800.00
06/24/11	HINNENKAMP, GARY	2,138.46
06/24/11	MARUSKA, MARK	3,183.11
06/24/11	NAUGHTON, JOHN	2,125.35
06/24/11	NAUGHTON, TYLER	880.00
06/24/11	NORDQUIST, RICHARD	2,127.66
06/24/11	SCHINDELDECKER, JAMES	2,129.97
06/24/11	BIESANZ, OAKLEY	1,646.36
06/24/11	DEAVER, CHARLES	763.56
06/24/11	GERNES, CAROLE	252.01
06/24/11	HAYMAN, JANET	1,380.59
06/24/11	HUTCHINSON, ANN	2,622.79
06/24/11	SOUTTER, CHRISTINE	685.15
06/24/11	WACHAL, KAREN	854.68
06/24/11	GAYNOR, VIRGINIA	3,211.95
06/24/11	BEHM, LOIS	48.75
06/24/11	OLSON, ERICA	1,038.07
06/24/11	SINDT, ANDREA	2,013.80
06/24/11	THOMPSON, DEBRA	752.86
06/24/11	EKSTRAND, THOMAS	3,800.52
06/24/11	FINWALL, SHANN	3,202.15
06/24/11	MARTIN, MICHAEL	2,606.15
06/24/11	BRASH, JASON	2,259.75
06/24/11	CARVER, NICHOLAS	3,211.95
06/24/11	FISHER, DAVID	3,778.99
06/24/11	SWAN, DAVID	2,738.95
06/24/11	WELLENS, MOLLY	1,628.03
06/24/11	BERGER, STEPHANIE	489.26
06/24/11	BETHEL III, CHARLES	138.13
06/24/11	BJORK, BRANDON	635.25
06/24/11	JANASZAK, MEGHAN	1,044.63
06/24/11	KOHLMAN, JENNIFER	142.50
06/24/11	ROBBINS, AUDRA	2,847.74
06/24/11	ROBBINS, CAMDEN	85.25
06/24/11	RYCHLICKI, NICHOLE	189.75
06/24/11	SCHALLER, SCOTT	282.19
06/24/11	TAYLOR, JAMES	2,466.23
06/24/11	THOMFORDE, FAITH	1,533.02
06/24/11	ADAMS, DAVID	1,370.81
06/24/11	GERMAIN, DAVID	2,134.59
06/24/11	HAAG, MARK	2,288.55
06/24/11	KLOOZ, AUSTIN	920.00
06/24/11	SCHULTZ, SCOTT	2,914.49
06/24/11	ANZALDI, MANDY	1,262.22
06/24/11	BRENEMAN, NEIL	1,626.58
06/24/11	CRAWFORD - JR, RAYMOND	768.02
06/24/11	EVANS, CHRISTINE	1,302.82
06/24/11	GADOW, ANNA	192.99
06/24/11	GLASS, JEAN	2,103.68
06/24/11	HANSEN, LORI	3,057.86
06/24/11	HER, PETER	433.10
06/24/11	HOFMEISTER, MARY	1,068.45
06/24/11	HOFMEISTER, TIMOTHY	340.75
06/24/11	KULHANEK-DIONNE, ANN	446.63
06/24/11	OLSON, SANDRA	28.00
06/24/11	PELOQUIN, PENNYE	601.26
06/24/11	PENN, CHRISTINE	2,199.26
06/24/11	SHERRILL, CAITLIN	635.85
06/24/11	STARK, SUE	173.44
06/24/11	VANG, KAY	153.38
06/24/11	VUE, LOR PAO	206.13

06/24/11	ZIELINSKI, JUDY	142.45
06/24/11	AICHELE, MEGAN	188.00
06/24/11	ANDERSON, JOSHUA	306.65
06/24/11	ANDERSON, JUSTIN	375.35
06/24/11	ANDERSON, MAXWELL	343.90
06/24/11	BAUDE, SARAH	73.00
06/24/11	BRUSOE, AMY	114.56
06/24/11	BUCKLEY, BRITTANY	293.80
06/24/11	BUTLER, ANGELA	51.00
06/24/11	CAMPBELL, JESSICA	2,154.38
06/24/11	CRANDALL, KRISTA	130.24
06/24/11	DEMPSEY, BETH	227.25
06/24/11	DUNN, RYAN	1,072.44
06/24/11	EKSTRAND, DANIEL	95.55
06/24/11	ERICKSON-CLARK, CAROL	49.00
06/24/11	FIERRO WESTBERG, MELINDA	456.75
06/24/11	FLACKEY, MAUREEN	143.37
06/24/11	FONTAINE, KIM	353.50
06/24/11	GIPPLE, TRISHA	174.01
06/24/11	GRAY, MEGAN	69.83
06/24/11	GRUENHAGEN, LINDA	229.10
06/24/11	HANSEN, HANNAH	146.46
06/24/11	HEINRICH, SHEILA	258.00
06/24/11	HOLMBERG, LADONNA	854.50
06/24/11	HORWATH, RONALD	2,589.01
06/24/11	JOHNSON, BARBARA	234.50
06/24/11	JOHNSON, JAMES	88.00
06/24/11	JOYER, ANTHONY	74.00
06/24/11	JOYER, JENNA	145.81
06/24/11	KOHLER, ROCHELLE	72.00
06/24/11	KOLLER, NINA	345.90
06/24/11	KRONHOLM, KATHRYN	1,137.01
06/24/11	LAMEYER, ZACHARY	168.03
06/24/11	LAMSON, ELIANA	126.00
06/24/11	MCCANN, NATALIE	57.00
06/24/11	MCCORMACK, MELISSA	108.41
06/24/11	NADEAU, KELLY	172.93
06/24/11	PROESCH, ANDY	749.46
06/24/11	QUANT, JENNA	14.40
06/24/11	RICHTER, DANIEL	75.60
06/24/11	RONNING, ISAIAH	154.00
06/24/11	RONNING, ZACCEUS	18.25
06/24/11	SCHREIER, ROSEMARIE	148.00
06/24/11	SCHREINER, MICHELLE	197.60
06/24/11	SCHUNEMAN, GREGORY	351.12
06/24/11	SJERVEN, BRENDA	72.00
06/24/11	SKUNES, KELLY	261.50
06/24/11	SMITH, ANN	162.40
06/24/11	SMITLEY, SHARON	259.00
06/24/11	TAYLOR, JASON	30.38
06/24/11	TREPANIER, TODD	440.00
06/24/11	TRUE, ANDREW	30.28
06/24/11	TUPY, HEIDE	68.70
06/24/11	TUPY, MARCUS	261.25
06/24/11	WARNER, CAROLYN	264.00
06/24/11	WEDES, CARYL	99.00
06/24/11	WEEVER, NAOMI	47.13
06/24/11	WILLIAMS, KRISTINE	156.76
06/24/11	WOLFGRAM, MARY	498.55
06/24/11	WOLFGRAM, TERESA	44.00
06/24/11	BOSLEY, CAROL	115.20
06/24/11	DANIEL, BREANNA	353.25
06/24/11	GIERNET, ASHLEY	9.00
06/24/11	HITE, ANDREA	180.00

	06/24/11	LANGER, KAYLYN	77.25
	06/24/11	ZAGER, LINNEA	252.50
	06/24/11	BEHAN, JAMES	1,918.06
	06/24/11	COLEMAN, PATRICK	172.50
	06/24/11	DOUGLASS, TOM	1,320.90
	06/24/11	FULFORD, ZAHKIYA	130.50
	06/24/11	JOHNSON, JUSTIN	191.25
	06/24/11	LONETTI, JAMES	456.00
	06/24/11	MALONEY, SHAUNA	202.50
	06/24/11	PRINS, KELLY	1,255.65
	06/24/11	REILLY, MICHAEL	1,915.75
	06/24/11	SCHULZE, KEVIN	480.00
	06/24/11	THOMPSON, BENJAMIN	370.13
	06/24/11	VANG, PETER	164.94
	06/24/11	XIONG, NAO	119.63
	06/24/11	ZIELINSKI, JESSICA	125.06
	06/24/11	AICHELE, CRAIG	2,187.59
	06/24/11	PRIEM, STEVEN	2,390.15
	06/24/11	WOEHRLE, MATTHEW	2,189.21
	06/24/11	BERGO, CHAD	2,651.63
	06/24/11	FOWLDS, MYCHAL	3,469.86
	06/24/11	FRANZEN, NICHOLAS	2,509.90
9984504	06/10/11	JONES, DONALD	2,135.35
9984509	06/24/11	MELLEN, RICHARD	228.00
9984510	06/24/11	WYSE, ROBERT	288.00
9984511	06/24/11	GERMAIN, BRADY	194.00
9984512	06/24/11	MALLET, AMANDA	284.63
9984513	06/24/11	MARTIN, ARIELLE	160.81
9984514	06/24/11	MUELLNER, CHADD	247.50
9984515	06/24/11	TURI, EMILY	248.00
9984516	06/24/11	VUKICH, CANDACE	72.50
9984517	06/24/11	DIONNE, DANIELLE	129.33
9984518	06/24/11	FLUEGEL, LARISSA	203.08
9984519	06/24/11	MCLAURIN, CHRISTOPHER	12.90
9984520	06/24/11	MCMAHON, MICHAEL	55.13
9984521	06/24/11	NORTHOUSE, KATHERINE	25.38
9984522	06/24/11	PIEPER, THEODORE	87.50
9984523	06/24/11	RESENDIZ, LORI	413.44
9984524	06/24/11	ROSTRON, ROBERT	486.20
9984525	06/24/11	SCHMIDT, EMILY	239.89
9984526	06/24/11	WEINHAGEN, SHELBY	183.08
9984527	06/24/11	PENN, CAYLA	141.75
9984528	06/24/11	STEFFEN, MICHAEL	87.00
			<b>521,248.46</b>

**Check Register**  
**City of Maplewood**

07/01/2011

Check	Date	Vendor	Description	Amount	
84640	06/27/2011	00983	METRO SALES INC	LEASE PMT 06/15 - 07/15	1,137.15
84641	06/28/2011	02464	US BANK	FUNDS FOR ATMS	8,000.00
84642	07/01/2011	02464	US BANK	FUNDS FOR ATMS	20,000.00
84643	07/05/2011	00157	BARR ENGINEERING CO	PROJ 10-14 ENGINEERING FEES	5,282.76
84644	07/05/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-04 PROF SRVS THRU 5/31	18,384.35
	07/05/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 5/31	14,350.85
	07/05/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 10-09 PROF SRVS THRU 5/31	5,502.60
	07/05/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 10-20 PROF SRVS THRU 5/31	2,233.95
84645	07/05/2011	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT/MESB FEE - MAY	560.00
84646	07/05/2011	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - MAY 16-31	1,258.00
84647	07/05/2011	02274	SPRINT	SPRINT SRVS 5/15 - 6/14	6,567.69
84648	07/05/2011	01574	T.A. SCHIFSKY & SONS, INC	PROJ 10-14 WESTERN HILLS PARTPMT#2	342,853.77
84649	07/05/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	26,263.94
84650	07/05/2011	03421	3RD LAIR SKATEPARK	SKATE CAMP INSTRUCTION FEES	1,152.00
84651	07/05/2011	02394	ACCENT	REFUND FOR TRANS MEDIC PATIENT	1,271.94
84652	07/05/2011	04848	AVESIS	MONTHLY PREMIUM - JULY	245.40
84653	07/05/2011	04260	BLUE CROSS BLUE SHIELD OF MN	REFUND FOR TRANS MEDIC PATIENTS	302.64
84654	07/05/2011	00258	CARDINAL HOMEBUILDERS INC	ESCROW RELEASE 2553 DAHL AVE	5,037.95
84655	07/05/2011	02929	CNAGLAC	LTC MONTHLY PREMIUM - JULY	479.54
84656	07/05/2011	00309	COMMISSIONER OF TRANSPORTATION	PROJ 09-04 ENGINEERING TESTING	404.76
84657	07/05/2011	03619	DRAIN KING INC	PROJ 10-14 TELEVISION	340.00
	07/05/2011	03619	DRAIN KING INC	PROJ 10-14 TELEVISION	170.00
84658	07/05/2011	00103	EARL F ANDERSON INC	CHANNEL POST - SIGN INSTALLATION	1,909.86
84659	07/05/2011	01906	DAVE EDSON	REIMB FOR SAFETY BOOTS 6/27	119.95
84660	07/05/2011	00462	EMBEDDED SYSTEMS, INC.	SIREN REPAIR	877.09
84661	07/05/2011	00003	ESCROW REFUND	ESCROW REL D FIERST 1041 DENNIS	1,000.00
84662	07/05/2011	00003	ESCROW REFUND	ESCROW REL ANDERSON 1667 STERLING	1,000.00
84663	07/05/2011	00003	ESCROW REFUND	ESCROW SUSSEL CORP 2057 DULUTH	100.00
84664	07/05/2011	04572	ETTEL & FRANZ	ROOF REPAIRS AT NATURE CENTER	2,402.00
84665	07/05/2011	04440	PAT FLEMING	10% OF CASH FORFEITURE CN#10-003-666	822.50
84666	07/05/2011	00550	GAMETIME	PLEASANT VIEW TIRE SWING PARTS	372.60
84667	07/05/2011	04898	JULIE A GILBERTSON	RAINBARREL DEMO NC 5/26 & 6/8	150.00
84668	07/05/2011	00644	HEALTHPARTNERS	MONTHLY PREMIUM - JULY	11,099.69
84669	07/05/2011	04376	ICBITS, LLC	UPGRADE FOR ATTENDEE SPREADSHEET	90.00
84670	07/05/2011	03808	ALAN H. KANTRUD	REIMB RECORDING FEES, LEGAL EXP	2,368.16
84671	07/05/2011	00891	M A M A	MAMA MEETING 06/09	20.00
84672	07/05/2011	03818	MEDICA	MONTHLY PREMIUM - JULY	143,278.14
84673	07/05/2011	01085	MN LIFE INSURANCE	MONTHLY PREMIUM - JULY	3,708.30
84674	07/05/2011	01126	MN NCPERS LIFE INSURANCE	MONTHLY PREMIUM - JULY	448.00
84675	07/05/2011	04793	LYNN K. MUNSON	WELLNESS PROG SEMINAR SUGAR	100.00
84676	07/05/2011	04144	MINNESOTA DEPT. OF NATURAL RESOUF	PROJ 10-14 PERMIT FEES	90.00
84677	07/05/2011	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHARGES - JUNE	1,000.00
84678	07/05/2011	02300	OAKDALE LOCKSMITHS	SPECIALITY KEYS FOR GARAGE DOOR PD	8.12
84679	07/05/2011	00001	ONE TIME VENDOR	REFUND R BERAN SEWER REPAIR	619.40
84680	07/05/2011	00001	ONE TIME VENDOR	REFUND M THORNBERG TRANS MEDIC	618.00
84681	07/05/2011	00001	ONE TIME VENDOR	REFUND M JANDL MEMBERSHIP CHANGE	107.13
84682	07/05/2011	00001	ONE TIME VENDOR	REFUND S NELSON CORP DISCOUNT	91.11
84683	07/05/2011	00001	ONE TIME VENDOR	REFUND C STUTSMAN MEDICA BENEFIT	80.00
84684	07/05/2011	00001	ONE TIME VENDOR	A SMITH AWARDED FEES CN#10004059	75.00
84685	07/05/2011	00001	ONE TIME VENDOR	REFUND J EWALD FLOWERS PLAYCREST	61.51
84686	07/05/2011	00001	ONE TIME VENDOR	REFUND D YARBROUGH UCARE BENEFIT	30.00
84687	07/05/2011	04276	PARTNERS IN EDUCATION INC	INSTRUCTOR FEE 5/5 - 5/26	64.00
84688	07/05/2011	04829	CHRISTIE PENN	REIMB FOR TUITION & BOOKS 5/10-7/12	1,840.25

84688	07/05/2011	04829	CHRISTIE PENN	REIMB FOR TUITION & BOOKS 5/16-6/17	990.07
84689	07/05/2011	01254	PEPSI-COLA COMPANY	MDSE FOR RESALE	543.97
84690	07/05/2011	01284	POSTMASTER	BUSINESS REPLY - ELECTION RETURNS	2,000.00
84691	07/05/2011	00396	DEPT OF PUBLIC SAFETY	TRASFER TITLES FORFEITED VEHICLES	40.00
84692	07/05/2011	03271	R J MARCO CONSTRUCTION INC	SIDING PREP FOR SOLAR PANEL PROJ	9,635.00
	07/05/2011	03271	R J MARCO CONSTRUCTION INC	SIDING PREP FOR SOLAR PANEL PROJ	350.41
84693	07/05/2011	01345	RAMSEY COUNTY	20% OF CASH FORFEITURE CN#10-003-666	1,645.00
84694	07/05/2011	01341	RAMSEY CTY FIRE CHIEFS ASSN	FIREFIGHTERS TRAINING-CERTIFICATION	5,400.00
84695	07/05/2011	04899	LORI RESENDIZ	REIMB FOR SILVER SNEAKER TRAINING	100.00
84696	07/05/2011	04787	RICHARD ALAN PRODUCTIONS	ENTERTAINMENT FOR TASTE OF MW	1,300.00
84697	07/05/2011	01418	SAM'S CLUB DIRECT	VENDING MACHINE SUPPLIES	288.71
	07/05/2011	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	217.40
	07/05/2011	01418	SAM'S CLUB DIRECT	DAY CAMP SUPPLIES	144.46
	07/05/2011	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	141.47
	07/05/2011	01418	SAM'S CLUB DIRECT	SUPPLIES FOR CITY COUNCIL	93.84
	07/05/2011	01418	SAM'S CLUB DIRECT	PROGRAM SUPPLIES	56.16
	07/05/2011	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	21.78
84698	07/05/2011	01836	CITY OF ST PAUL	PRINTING SERVICES	7,673.54
84699	07/05/2011	00198	ST. PAUL REGIONAL WATER SRVS	WATER UTILITY	1,880.34
	07/05/2011	00198	ST. PAUL REGIONAL WATER SRVS	KENNARD IRRIGATION	87.71
84700	07/05/2011	01565	SWEEPER SERVICES	ELGIN STREET SWEEPER PARTS	694.69
84701	07/05/2011	03598	PAUL THEISEN	REIMB FOR GUN & HOLSTER 6/27	458.19
84702	07/05/2011	01649	TRI-STATE BOBCAT, INC.	T650 BOBCAT COMPACT TRACK LOADER F	5,343.75
84703	07/05/2011	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - JULY	3,155.36
	07/05/2011	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - JULY	2,232.45
84704	07/05/2011	01764	TOM WESTLING	TENNIS INSTRUCTION	1,012.50

65 Checks in this report.

**681,856.90**

**CITY OF MAPLEWOOD**  
**Disbursements via Debits to Checking account**

<u>Transmitted</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/22/2011	6/27/2011	P.E.R.A.	P.E.R.A.	87,907.72
6/22/2011	6/27/2011	U.S. Treasurer	Federal Payroll Tax	97,258.97
6/24/2011	6/27/2011	MN State Treasurer	Drivers License/Deputy Registrar	11,935.37
6/22/2011	6/28/2011	Labor Unions	Union Dues	3,765.02
6/22/2011	6/28/2011	MidAmerica - ING	HRA Flex plan	13,358.12
6/22/2011	6/28/2011	MN State Treasurer	State Payroll Tax	21,064.48
6/27/2011	6/28/2011	MN State Treasurer	Drivers License/Deputy Registrar	19,890.63
6/28/2011	6/29/2011	MN State Treasurer	Drivers License/Deputy Registrar	28,339.61
6/29/2011	6/30/2011	MN State Treasurer	Drivers License/Deputy Registrar	30,814.55
6/30/2011	7/1/2011	MN State Treasurer	Drivers License/Deputy Registrar	33,105.43
<b>TOTAL</b>				<b><u><u>347,439.90</u></u></b>

**AGENDA REPORT**

**TO:** James Antonen, City Manager  
**FROM:** Chuck Ahl, Assistant City Manager  
Bill Prierer, Public Works Operations Analyst/Recycling Coordinator  
**SUBJECT:** **Spring 2011 Clean-up Event Summary**  
**DATE:** June 22, 2011

**INTRODUCTION**

The Spring Clean-up Event was held on April 30, 2011 at Aldrich Arena. The following summarizes the event.

**BACKGROUND**

Attendance for the Spring 2011 Clean-up Event was down 28% compared to the Spring 2010 Clean-up Event. Two hundred and seventy-six residents disposed of an assortment of trash, tires, appliances, TV's and other e-waste, while three hundred and eighty-two residents participated in the Spring 2010 Clean-up Event. The amount of e-waste collected was down 20% from 14,868 pounds in Spring of 2010 to 12,007 pounds this spring. This was considerably less e-waste than the 36,681 pounds that were collected during the Spring 2008 clean-up event when there was no fee charged for the disposal of e-waste.

The bicycle shop, Re-Cycle, collected 60 bicycles which is approximately 1,500 pounds of metal, rubber and plastic. About 25 of the bicycles will be returned to the road. Many of the others will see new life as parts for other bicycles. This will reduce Minnesota's carbon footprint by more than 6,300 pounds of carbon dioxide by reducing the need to manufacture new bicycles.

According to our trash contractor, Veolia Environmental Services, 9.64 tons of trash and 12.06 tons of demo/construction debris were collected. They also collected 83 appliances, and two hundred and nineteen tires, with 17 dropped off on the day of the event, and 202 retrieved from city right-of-way by our street maintenance crew since last fall's cleanup event.

Thirty-three pounds of food was collected for the Second Harvest Heartland food shelf as part of the Clean-up Event. This compares to ninety-four pounds of food and \$55 collected during the fall 2010 event.

BRIDGING collected enough furniture and household goods to provide furnishings for three families so that they could make their "house into a home". Jim Elfering from BRIDGING said that Maplewood's clean-up event was once again, one of the most successful city sponsored event this year in terms of the quantity and quality of contributions.

We were also successful in keeping 60 mattresses out of the waste stream with the effort of our newest partner, Project for Pride in Living. This represents 4,386 pounds of mattresses that would have gone to landfills. Project for Pride in Living is able to reuse or recycle virtually all components of mattresses, box springs, sleeper sofas, futons and water beds that are not reusable.

A special thank you goes to the Maplewood Police Reserves who once again provided excellent traffic control which minimized the long lines and reduced the idling and wait times. Thanks also goes out to Mayor Rossbach and Judith Johannessen from the Environmental and Natural Resources Commission for their educational efforts and literature distribution.

**RECOMMENDATION**

No action is required on this item.

**MEMORANDUM**

TO: Jim Antonen, City Manager  
FROM: Shann Finwall, AICP, Environmental Planner  
SUBJECT: **Resolution of Appreciation for Carole Lynne, Environmental and Natural Resources Commissioner**  
DATE: July 1, 2011, for the July 11 City Council Meeting

**INTRODUCTION**

Carole Lynne served as a Commissioner on the Environmental and Natural Resources (ENR) Commission for 4 years and 5 months, from November 27, 2006 until May 6, 2011; and she served on the ENR Committee for 2 years prior to her Commission appointment. Commissioner Lynne has been on a leave of absence from the Commission since October 2010 for personal reasons which caused her to resign on May 6, 2011.

**COMMITTEE ACTION**

The ENR Commission unanimously recommended approval of the resolution of appreciation for Ms. Lynne at their June 20, 2011, meeting.

**RECOMMENDATION**

Approve the attached resolution of appreciation for Carole Lynne.

Attachment:  
Resolution of Appreciation

**RESOLUTION OF APPRECIATION**

***WHEREAS, Carole Lynne has been a member of the Maplewood Environmental and Natural Resources Commission for four years and five months, November 27, 2006 to May 6, 2011; and served on the Environmental and Natural Resources Committee for two years prior to her appointment to the Commission. Ms. Lynne has served faithfully in those capacities; and***

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

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

***WHEREAS, Ms. Lynne has shown dedication to her duties and has consistently contributed her leadership and effort for the benefit of the City.***

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

***Passed by the Maplewood  
City Council on July 11, 2011.***

---

***Will Rossbach, Mayor***

***Passed by the Maplewood  
Environmental and Natural Resources  
Commission on June 20, 2011.***

---

***Bill Schreiner, Chairperson***

***Attest:***

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***Karen Guilfoile, City Clerk***

**MEMORANDUM**

TO: James Antonen, City Manager  
FROM: Michael Martin, AICP, Planner  
Chuck Ahl, Assistant City Manager  
SUBJECT: **Resolution of Appreciation for Shelly Strauss, Business and  
Economic Development Commission**  
DATE: July 1, 2011

**INTRODUCTION**

Attached is a resolution of appreciation for Shelly Strauss. Ms. Strauss served as a member of the business and economic development commission (BEDC) from March 1, 2010 to April 28, 2011.

**COMMISSION ACTION**

The BEDC unanimously recommended approval of the resolution of appreciation for Ms. Strauss at its June 23, 2011 meeting.

**BUDGET IMPACT**

None.

**RECOMMENDATION**

Approve the attached resolution of appreciation for Shelly Strauss.

Attachment:

1. Resolution of Appreciation

**RESOLUTION OF APPRECIATION**

***WHEREAS, Shelly Strauss has been a member of the Maplewood Business and Economic Development Commission since March 1, 2010, until April 28, 2011, and has served faithfully in that capacity; and***

***WHEREAS, the Business and Economic Development Commission has appreciated her experience, insights and good judgment; and***

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

***WHEREAS, Ms. Strauss has shown dedication to her duties and has consistently contributed her leadership and effort for the benefit of the City.***

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

***Passed by the Maplewood  
City Council on \_\_\_\_\_, 2011***

---

***Will Rossbach, Mayor***

***Passed by the Maplewood  
Business and Economic Development Commission  
on June 23, 2011***

---

***Mark Jenkins, Chairperson***

***Attest:***

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***Karen Guilfoile, City Clerk***

AGENDA REPORT

TO: Jim Antonen, City Manager  
FROM: Karen Guilfoile, City Clerk  
DATE: July 1, 2010  
SUBJECT: Approval of Resolution Certifying Election Judges for the August 9, 2011 Primary Municipal Election

RESOLUTION ACCEPTING ELECTION JUDGES

**RESOLVED**, that the City Council of Maplewood, Minnesota, accepts the following list of Election Judges for the 2011 Primary Municipal Election to be held on Tuesday, August 9, 2011.

Ahrens, Fran	Duellman, Audrey	Hines, Constance
Aikens, Meridith	Eickhoff, Carolyn	Hinnenkamp, Gary
Albu, Josephine	Erickson, Elizabeth	Horgan, Gerald
Anderson, Beverly	Erickson, Eric	Horgan, Sharon
Anderson, Elsie	Erickson, Sue	Horwath, Ivori
Anderson, Nancy	Evans, Carol	Hulet, Jeanette
Anderson, Suzanne	Fernholz, Jean	Hulet, Robert
Anderson, Vivian	Finch, Roberta	Iversen, Mildred
Ansari, Ahsan	Fischer, Mary	Jaafaru, Timothy
Arnold, Ajla	Fischer, Lorraine	Jago, Carole
Arnold, Carole	Fischer, Peter	Jahn, David
Bartelt, Joan	Fitzgerald, Delores	Jefferson, Gwendolyn
Bedor, David	Fosburgh, Anne	Jensen, Robert
Behr, Jeanette	Fowler, Cynthia	Johannessen, Judith
Belland, Jaime	Franzen, James	Johansen, Kathleen
Berry, Robert	Freer, Mary Jo	Johnson, Barbara
Bjorklund, Diane	Friedlein, Charlene	Johnson, Warren
Bolden, Donita	Friedlein, Richard	Jones, Shirley
Bortz, Albert	Fuller, Mary Katherine	Jurmu, Joyce
Bortz, Jeanne	Galligher, Patricia	Kaul, Shirley
Bunkowske, Bernice	Gebauer, Victor	Kirchoff, Harold
Carbone, Joyce	Gierzak, Sister Clarice	Kliethermes, Jami
Carle, Jeanette	Gipple, Kristine	Knauss, Carol
Carson, Fannie	Golaski, Diane	Knutson, Lois
Cleland, Ann	Gudknecht, Jamie	Koch, Rosemary
Combe, Edward	Guthrie, Rosie	Kramer, Dennis
Connelly, Thomas	Haack, Donita	Kramer, Patricia
Connolly, Colleen	Hafner, Michael	Krekelberg, Mona Lou
D'Arcio, India	Hahn Ohs, Sandra	Kwapick, Clemence
Deeg, Edward	Hanson, Joan	Kwapick, Jackie
Demko, Fred	Hart, Barbara	Lackner, Marvella
Desai, Kalpana	Herber, Darlene	Lampe, Charlotte
DeZelar, Phil	Hickey, Donna	Larson, Michelle
Dickson, Helen Jean	Hill, Jan	Lauren, Lorraine
Droeger, Diane	Hilliard, Barb	LaValle, Faylene

Lawrence, Donna  
Leiter, Barbara  
Leo , Pati  
Leonard, Claudette  
Letourneau, Sandra  
Lincowski, Steve  
Lincowski, Vi  
Liptak, Marianne  
Lockwood, Jackie  
Loipersbeck, Darlene  
Loipersbeck, Jules  
Lowe-Adams, Shari  
Lucas, Lydia  
Luttrell, Shirley  
Mahowald, Valerie  
Mahre, Jeri  
Manthey, John  
Marsh, Delores  
Maskrey, Thomas  
Mauston, Shelia  
McCann, John  
McCarthy, Peggy  
McCauley, Judy  
McCormack, Melissa  
Mealey, Georgia  
Mechelke, Geraldine  
Mechelke, Mary Lou  
Miller, Charlotte  
Moen, Bill  
Moenck, Mary Ann  
Moreno, Marlene  
Mudek, Dolores  
Mudek, Leo  
Muraski, Gerry  
Myster, Thomas  
Nephew, Shelly  
Nettleton, Janet  
Newcomb, Mary  
Nichols, Miranda  
Nieters, Louise

Nissen, Helen  
Niven, Amy  
Norberg, Ann  
Noyes, Douglas  
O'Brien, D. William (Bill)  
Olson, Norman  
Olson, Lois  
Olson, Anita  
Olson, Stacy  
Oslund, Kathryn  
Paddock, Ken  
Parent, Dian  
Peitzman, Lloyd  
Peper, Marilyn  
Philbrook, Frances  
Pickett, William  
Priefer, Bill  
Renslow, Rita  
Rieper, Allan  
Rodriguez, Vincent  
Rohrbach, Charles  
Rohrbach, Elaine  
Roller, Carolyn  
Rudeen, Elaine  
Saltz, Rosalie  
Sandberg, Janet  
Satriano, Pauline  
Sauer, Elmer  
Sauer, Kathleen  
Sauro, Janet  
Scheunemann, Marjorie  
Schiff, Marge  
Schluender, Cynthia  
Schneider, Mary Ann  
Schultz, Louise  
Scott, Jacobs  
Shores, Teresa  
Skaar, Delaney  
Skaar, Susan  
Smart, Katherine

Spangler, Bob  
Spies, Louis  
Stafki, Tim  
Steenberg, Judith  
Steenberg, Richard  
Stenson, Karen  
Stevens, Sandra  
Storm, Mary  
Strack, Joan  
Sweningeon, Rudolph  
Taylor, Lori  
Taylor, Rita  
Thormforde, Faith  
Tolbert, Franklin  
Trippler, Dale  
Tschida, Micki  
Urbanski, Carolyn  
Urbanski, Holly  
Urbanski, Michelle  
Urbanski, William  
VanBlaricom, Beulah  
Vanek, Mary  
Volkman, Phyllis  
Wasmundt, Gayle  
Webb, Paulette  
Weiland, Connie  
Wessell, Warren  
Whitcomb, Larry  
Witschen, Delores  
Wold, Hans  
Wood, Susan  
Yorkovich, Cindy  
Zacho, Karen  
Zager, Scott  
Zian, Helen

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

**AGENDA REPORT**

**TO:** James Antonen, City Manager  
**FROM:** Terrie Rameaux, Human Resource Coordinator  
Chuck Ahl, Assistant City Manager  
**SUBJECT:** **2011 Pay Rates for Temporary/Seasonal, Casual Part-Time and Employees--Amended**  
**DATE:** **June 30, 2011**

**BACKGROUND**

Please forward the attached resolution to the City Council for approval. Since the transition in the Fire Department from paid-per-call to casual part-time employees, the Fire Department has determined the need for a casual part-time Fire Maintenance/Engineer position. The city is proposing a pay rate of \$14 per hour for this position. This new pay rate is in bold on the attached resolution.

**RECOMMENDATION**

It is recommended that the City Council dopt the attached resolution adding the new position of casual part-time Fire Maintenance/Engineer with a pay rate of \$14 per hour.

Attachment:

1. Resolution for Temporary/Seasonal, Casual Part-Time Employees

## RESOLUTION

WHEREAS, according to the Minnesota Public Employees Labor Relations act, part-time employees who do not work more than 14 hour per week and temporary/seasonal employees who work in positions that do not exceed 67 days in a calendar year, or 100 days for full-time students, are not public employees and are therefore not eligible for membership in a public employee union.

NOW, THEREFORE, BE IT RESOLVED, that the following pay ranges and job classifications are hereby established for temporary/seasonal, casual part-time (14 hours or fewer/wk) employees effective July 12, 2011 upon Council approval.

Accountant	\$10.00-30.00	per hour
Accounting Technician	\$9.00-22.00	per hour
Administrative Assistant	\$9.00-23.00	per hour
Background Investigator	\$25.00-35.00	per hour
Building Inspector	\$14.00-35.00	per hour
Building Attendant	\$7.25-15.00	per hour
Customer Service Assistant	\$7.25-15.00	per hour
CSO	\$8.00-16.00	per hour
Data Entry Operator	\$8.00-12.00	per hour
Election Judge	\$7.25-12.00	per hour
Election Judge - Assistant Chair	\$9.00-15.00	per hour
Election Precinct Chair	\$9.00-16.00	per hour
Engineering Aide	\$7.00-16.00	per hour
Engineering Technician	\$10.00-16.00	per hour
<b>Fire Maintenance/Engineer **</b>	<b>\$14.00</b>	<b>per hour</b>
Firefighter-in-Training (new hire) **	\$10.00	per hour
Firefighter/EMT **	\$12.00	per hour
Firefighter/Paramedic **	\$13.00	per hour
Firefighter/EMT Captain **	\$14.00	per hour
Firefighter/Paramedic Captain **	\$15.00	per hour
Battalion Chief **	\$16.00	per hour
Intern	\$7.25-20.00	per hour
IT Technician	\$15.00-20.00	per hour
Laborer	\$7.25-14.00	per hour
Lifeguard	\$7.25-14.00	per hour
Manager-on-Duty Differential	\$1.00	per hour
Office Specialist	\$8.50-18.00	per hour
Receptionist	\$8.00-16.00	per hour
Recreation Instructor/Leader	\$7.25-32.00	per hour
Recreation Official	\$7.25-30.00	per hour
Recreation Worker	\$7.25-18.00	per hour
Theater Technician	\$20.00-30.00	per hour
Vehicle Technician	\$9.00-15.00	per hour
Video Coordinator*	\$11.00-19.00	per hour
Video Technician*	\$10.00-18.00	per hour
Water Safety Instructor (WSP) Differential	\$2.00	per hour
Head Lifeguard (HG) Differential	\$1.00	per hour
Water Safety Aide (WSA) Differential	\$.50	per hour

\*Video positions shall be paid a guaranteed minimum flat fee of \$50 for 4 hours or less.

\*\* Fire Department positions shall receive a \$2 per hour differential for working the following holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.

BE IT FURTHER RESOLVED, that the City Manager shall have the authority to set the pay rate within the above ranges.

## AGENDA REPORT

**TO:** Jim Antonen, City Manager  
**FROM:** Charles Ahl, Assistant City Manager  
**SUBJECT:** **Consider Approving Settlement Agreement and General Release with Parsons Electric, LLC and ECS Maplewood, LLC for Facility Lease at Maplewood Community Center for Solar Panel Installation**  
**DATE:** July 5, 2011

### **INTRODUCTION**

On December 13, 2010, the City Council approved an agreement with Parsons Electric, LCC and ECS Maplewood, LLC for a facility lease at the Maplewood Community Center that provided for the installation of a solar panel. That agreement was duly executed by the Mayor and City Manager and provided for the city to purchase a solar energy system from Parsons and ECS Maplewood and then lease that system back to Parsons Electric, LLC and ECS Maplewood, LLC through a Facility Lease Agreement.

### **Background Information**

Attached is a copy of the Solar System Purchase Agreement as well as the Facility Lease Agreement that was approved in December 2010. Parsons Electric and ECS Maplewood, LLC were unable to perform as provided within the agreement due to changes in the grants and financial subsidies that they anticipated within the agreement.

Because the City incurred staff time and review costs in executing these agreements and because ECS Maplewood, LLC representatives have approached the City with a separate arrangement to install a solar array at MCC and City Hall, a Settlement Agreement and General Release has been negotiated from the original agreements from 2010. Attached is a copy of the proposed agreement that has been prepared and negotiated by City Manager Antonen. The Agreement provides for a payment of \$4,500 to Maplewood from the parties of the original agreement. It is proposed that this amount be placed into a fund to cover the expenses from the original agreement [\$5,000 was paid to the consultant for the preparation of the original grant], as well as to establish a fund that will assist in paying the expenses for replacement of the proposed new solar array installation at MCC and City Hall.

### **Recommended Action**

It is recommended that the City Council approve the Settlement Agreement and General Release between the City of Maplewood and Parsons Electric, LLC / ECS Maplewood, LLC with the cash value of \$4,500 from said agreement; and further directing the Finance Manager to deposit said \$4,500 into a separate fund created for the purpose of tracking the solar array expenses.

#### Attachments:

1. Solar System Purchase Agreement
2. Facility Lease Agreement
3. Settlement Agreement and General Release

## SOLAR SYSTEM PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter this "Purchase Order") is made this 17th day of December 2010, by and between the City of Maplewood, Minnesota, a Minnesota municipal corporation, ("Buyer"), and Parsons Electric LLC, a Delaware limited liability company (the "Seller"). Seller and Buyer shall be referred to hereunder individually as a "Party" and collectively as the "Parties."

Seller desires to perform services and furnish equipment and material to construct and commission an approximately 40 kw photovoltaic solar system to be installed on the roof of the City of Maplewood Community Center located at County Road B and White Bear Avenue, as more particularly described in Exhibit A (hereinafter the "Energy System"). Any specifications for the equipment, materials, or performance of the Energy System described in Exhibit A shall be considered the "Specifications". The Buyer will on or about the date of this agreement enter into that certain Facility Lease Agreement (the "Lease Agreement") pursuant to which the Buyer will lease the Energy System to ECS Maplewood, LLC (the "Operator"). The Operator and the Buyer will on or about the date of this Agreement enter into that certain Power Purchase Agreement (the "Power Purchase Agreement") pursuant to which the Operator will sell power generated by the Energy System to the Buyer. The Power Purchase Agreement together with the Lease Agreement are herein referred to as the "Related Documents".

### 1. Consideration and Payment Terms:

- A. Consideration: Buyer agrees to pay Seller the amounts stated in paragraph 1.B. below as consideration for the delivery of the Energy System (the "Consideration"). The Price shall be paid at Final Project Completion. Final Project Completion means the date on which all components of the Energy System have been installed, the Energy System has been interconnected with the building energy meter, the Energy System has been demonstrated to be capable of producing electrical power in accordance with its design specifications, the Seller has certified that all third-party inspections necessary for the Energy System to be placed in operation have been successfully completed, and the Energy System is lien-free. The Consideration shall include all taxes (including, but not limited to, use, gross receipts, excise, franchise and value added taxes). The Consideration(s) shall include all import or export duties, licenses, fees and other sums due any governmental entity (or division thereof) which either party is required to pay as a result of the sale of the services, equipment and materials covered by this Purchase Order.
  
- B. Buyer's Obligations to Seller: Payment of the Consideration shall consist of Buyer assigning to Seller its right to receive, and any payments received by the Buyer under (i) that certain State of Minnesota Grant Contract between the Buyer and the Minnesota Department of Commerce providing for ARRA funds for the Energy System in the expected amount of approximately \$100,000 (the "OES Grant") which has been awarded to the City; (ii) payments made with respect to the Energy System under the Solar Rewards Program conducted by Xcel Energy in the expected amount of approximately \$90,000; (iii) payments made with respect to the Energy System under the Minnesota Made program conducted by Xcel Energy in the expected gross amount of up to approximately \$110,000 payable over a period of five years; (iv) any federal tax credits under Internal Revenue Code Sec. 48 or grants in lieu thereof, including so-called 1603 grants; and (v) any other tax credit, grant, rebate or refund relating to the construction of the Energy System. The Buyer shall cooperate with the Seller in applying for and qualifying for such payments, provided that the Buyer shall not be obligated to incur any out of pocket costs in such cooperation. The Buyer shall execute such documents or assignments as are reasonably requested by the Seller to evidence the assignments provided for hereunder. The Buyer shall not be obligated to use any funds other than those identified in this paragraph for the payment of the Consideration, and

Buyer's only payment obligation shall consist of making the assignments in this paragraph. If after reasonable efforts of the Seller and Buyer, there is a reduction in the amounts expected to be received under such funding sources, such reduction shall be borne by the Seller as a reduction in Consideration. Specifically, it is understood that the funding sources listed above other than the OES Grant are intended to fulfill the City's 60% matching requirement of the OES Grant. Parsons will be responsible to either (i) pay any additional matching funds necessary for to satisfy the OES Grant matching requirement, or (ii) accept a reduced OES Grant. Parsons will be responsible for meeting any performance conditions, deadlines, or matching fund conditions associated with such funding sources. The Seller agrees that to the extent the payments under this paragraph are not available at the time of Final Project Completion, such payments shall be considered deferred payments for the Energy System. The Seller represents that the expected present value of the current payments and deferred payments measured at the time of Final Project Completion will be \$329,000.

2. Warranties:

- A. Services, Equipment and Materials excluding PV Panels and Inverters: The warranty in this Section 2.A applies to all of Seller's services, equipment and materials hereunder with the exception of (i) photovoltaic panels and (ii) DC/AC inverters. Seller warrants that the Energy System shall be constructed with reasonable care and in a good and workmanlike manner of the type exercised by other professionals of comparable services; that the Energy System shall be completed in accordance with the Specifications; and that when completed, the Energy System shall be free from defects in workmanship and from defect in design and suitable for its intended purpose.

Seller further warrants that all equipment and materials provided will be new and that unless otherwise provided, no surplus, rebuilt, reconditioned or used equipment or materials shall be provided. Seller specifically warrants its products for a period equal to 60 months from the date of Final Project Completion.

Within fifteen (15) days of receipt of written notice from Buyer of a warranty claim, Seller shall, if required by Buyer, at Seller's sole expense, correct any condition in the Energy System that fails to conform to the above warranties.

Seller shall provide such additional certification as Buyer may require to verify that the repairs or replacements comply with the requirements of the Purchase Order. The expense of all work incidental to such correction, re-performance, repair, replacement, or testing shall be borne solely by Seller.

If Seller fails within a reasonable time or refuses to repair, replace, correct or reperform as required by Buyer, Buyer may, at its sole discretion, repair, replace, correct, reperform or take other remedial action. Seller shall indemnify Buyer for all costs so incurred, provided that said costs are approved in advance in writing by Seller, approval not to be unreasonably withheld.

Neither the inspection by Buyer, nor the failure of Buyer to inform Seller of any defect in the Equipment, shall relieve Seller of any of its obligations under this Purchase Order, nor shall the same be interpreted as implying acceptance of any such defect by Buyer. However, Seller shall provide Buyer with notice after discovery of any defects.

These warranties shall survive any delivery, approval, inspection, acceptance or payment and no such delivery, approval, inspection, acceptance or payment shall be deemed to waive any of Buyer's rights hereunder.

These warranties are conditioned upon proper use and maintenance of the Equipment. These warranties do not cover ordinary wear and tear.

Seller's obligation under this portion of the warranty and Buyer's sole remedy for any breach of warranted performance is limited to and shall be fully discharged by Seller repairing any defective element, or replacing same.

- B. PV Panels and Inverters: PV Panels and inverters will be covered by manufacturer's warranties, all of which will be assigned to Buyer. Buyer acknowledges that it has had the opportunity to review the choice of PV panels and inverters. Nothing in this Section 5.B will relieve the Seller from its obligation to utilize PV panels and inverters conforming to the Specifications. The services required to design, construct and install such items will be included in the warranties under Section 2.A. Seller disclaims any warranty for defects in the PV panels or inverters. For a period of 60 months from Final Project Completion, the Seller shall act as Buyer's representative in pursuing any warranty claims against the manufacture of the PV panels and the inverters.
- C. Compliance with Regulations: Seller warrants that the installation of the Energy System will comply with all applicable Federal, state and local laws and regulations and codes.
- D. No Liens: Seller warrants that the Energy System shall be delivered free and clear of all liens and encumbrances. Presentation by Seller of a lien waiver executed by Seller shall be a condition precedent to Final Project Completion.
- E. Consultant: Seller agrees to pay \$5,000 as a consultant fee to Michael Krause, or his assign, for services in advising with respect to the Energy System and the OES Grant.
- F. Exclusivity: The warranties set forth herein are exclusive and made in lieu of all other warranties whether statutory, expressed or implied including warranties of merchantability and fitness for a particular purpose and warranties arising from course of dealing or usage of trade.
- G. Energy Performance Guarantees: Seller guarantees that the Energy System shall provide a minimum of \$1,500 annual utility savings to Buyer (inclusive of payments made to the City under the Lease Agreement) (net of additional insurance costs for the Energy System) for each of 5 years beginning with the Final Project Completion, and that the cost of the Energy System to be paid from the City general funds during such period will be \$0. In addition, Seller guarantees that after the first 5 years and for the following 15 years, if the City determines that future utility savings (net of insurance costs) will not exceed any then necessary capital expenditures on the Energy System, then Seller will, upon written request from the Buyer, decommission and remove the Energy System at no cost to the Buyer. This obligation is intended to comply with Minn. Stat. §471.345 Subd. 13.

3. Progress in Performance:

- A. No Substitutions: Seller shall not substitute for any brand, manufacturer, material or other characteristic of any component in the Specifications, whether or not of comparable quality, without Buyer's prior written consent.

- B. Reporting of Anticipated Delay: Buyer shall proceed diligently with work required under this Purchase Order in order to achieve Final Project Completion on or about April 30, 2011. If Seller becomes aware that, for any reason, it will not be able to deliver the Energy System by such date, Seller shall notify Buyer in writing of the anticipated delay and its expected duration, the reason for the delay, and Seller's plans to expedite to provide assurance that all efforts are being made to mitigate the delay.

4. **Termination for Convenience or for Default:**

- A. Cancellation: Buyer may, at its option, terminate this Purchase Order, upon written notice to Seller. Immediately upon receipt of such notice, Seller shall stop performance hereunder except as may otherwise be directed by Buyer. In case of termination, Seller shall deliver to Buyer such portions of the completed Energy System, supplies, materials, designs, drawings and other information Seller has acquired or prepared under this Purchase Order as Buyer may request, in accordance with Buyer's directions. Buyer shall pay Seller an amount equal to Seller's costs incurred in fulfillment of this Purchase Order prior to the termination date. The amounts due to Seller hereunder shall in no case exceed the total purchase price set forth on the face of this Purchase Order. Payment of such amount shall be due within forty-five (45) days of the date of Buyer's receipt of Seller's request for payment hereunder, together with documentation supporting such request. In the absence of agreement otherwise, the amount due for work done shall be the entire purchase price due under this Purchase Order less the cost amount of completing performance.
- B. Termination for Cause: If Seller (1) becomes insolvent; (2) has a petition under any chapter of the bankruptcy laws filed by or against it; (3) makes a general assignment for the benefit of its creditors; (4) has a receiver requested for or appointed to it; or (5) fails to comply with any of its obligations under the Purchase Order, then Buyer may, at its option, either cure the default at Seller's expense or terminate this Purchase Order after first giving Seller three (3) days' written notice to cure such default, unless Seller cures the default within that period. Upon such termination, Buyer may (i) take possession of the Energy System components covered by this Purchase Order wherever they may be and in whatever state of completion they may be, together with all drawings and other information necessary to enable Buyer to have them completed, installed, operated, maintained and/or repaired; (ii) pay to Seller any amount then due under this Purchase Order; (iii) contract with or employ any other party or parties to finish the Goods and/or Services; and (iv) collect from the Seller any additional expense, losses or damage which Buyer may suffer as a result of termination hereunder or of the default which resulted in such termination.

5. **Delivery and Acceptance:** The Energy System shall be received subject to Buyer's inspection and testing. Payment by Buyer shall not be deemed to indicate acceptance. Acceptance shall include the following: (1) the Energy System has satisfied all tests and guarantees identified in the Purchase Order documents; and (2) Seller has delivered to Buyer all documentation required under the terms of this Purchase Order, including, but not limited to, installation manuals, operation manuals, maintenance manuals, and as-built drawings.
6. **Changes:** Buyer may by its written notice or order authorize changes in the Specifications, provided that the Consideration is adjusted to reflect any increase or decrease in Seller's costs for such change, plus a reasonable amount for profit. Seller shall submit its request for such changes to the Consideration within five (5) business days of receipt of Buyer's request for such changes to the Purchase Order. Any dispute over the proposed revisions to the Purchase Order shall be resolved as provided at Article 10 below.

7. **Title and Risk of Loss:** Title to the Energy System and to all materials, inventory, work in progress, design data, and other documentation and all contract rights related to the foregoing, shall vest in Buyer upon delivery upon Final Project Completion. Prior to delivery, Seller shall bear all risk of loss for all equipment and materials in its care, custody or control.
  
8. **Insurance:** Prior to commencing performance under this Purchase Order, Seller shall procure and shall maintain in force throughout the term of this Purchase Order (including all applicable warranty periods) insurance as specified below:
  - A. Seller shall carry worker's compensation and employer's liability insurance as prescribed by the state or states in which work is being performed under this Purchase Order. Seller shall also carry commercial general liability, including auto liability and umbrella form excess liability insurance.
  
  - B. Certificates of the insuring coverages be delivered by Seller to Buyer before Seller commences performance under this Purchase Order.
  
9. **Indemnities:**
  - A. **Seller's Indemnification Obligations.** Seller shall comply with all federal, state and local laws and regulations in connection with the performance of its obligations under this Purchase Order. Seller shall indemnify and hold the Buyer harmless from and against any and all suits, claims, liability, losses, liens, attorney's fees, costs, penalties and damages of any kind arising out of, directly or indirectly, Seller's failure to comply with any such laws or regulations, breach of any warranty of Seller or of any of its obligations under this Purchase Order, or any negligent or willful acts of Seller or of any of Seller's agents or employees.
  
  - B. **Buyer's Indemnification Obligations.** Buyer shall comply with all federal, state and local laws and regulations in connection with the performance of its obligations under this Purchase Order. Buyer shall indemnify and hold the Seller harmless from and against any and all suits, claims, liability, losses, liens, attorney's fees, costs, penalties and damages of any kind arising out of, directly or indirectly, Buyer's failure to comply with any such laws or regulations, breach of any warranty of Buyer or of any of its obligations under this Purchase Order, or any negligent or willful acts of Buyer or of any of Buyer's agents or employees.
  
10. **Claims and Disputes:** In the event of any controversy or claim arising out of or related to this Purchase Order, or the interpretation, termination or breach hereof, Seller and Buyer shall, upon the written request of the other, attempt to resolve the matter by agreement of the representatives of each of them. Such representatives shall be at least one management level above the individuals who have had direct responsibility for performance of the Purchase Order, or the highest level of management of any party whose highest level of management has had direct responsibility for such performance. Such representatives shall meet in person or by telephone or teleconference at least once, and shall attempt to resolve any matter raised by either of them by the written notice requesting such resolution for a period of at least thirty (30) days.

In the event that Seller and Buyer are unable to resolve the dispute by agreement of such representatives within such 30-day period, then at the written request of either party, the parties shall submit the matter to mediation under the then current rules of mediation and conciliation of the American Arbitration Association. Seller and Buyer shall attempt to resolve the matter submitted to mediation under this Article 10 within thirty (30) days after the date of delivery of the written request for mediation. Neither party shall commence litigation against the other unless and until it has first complied with this Article 10. The mediation proceedings shall be held in the State of Minnesota at a location designated by Buyer.

Except as expressly provided to the contrary in this Purchase Order, in any dispute arising under this Purchase Order, each party shall bear its own attorney fees, expenses and court costs.

11. **General Provisions:**

- A. Assignment: This Purchase Order is binding upon and inures to the benefit of Buyer, Seller and their respective successors, legal representatives and assigns. Notwithstanding the foregoing, Seller shall not assign this Purchase Order without the prior written consent of Buyer, and any attempted assignment without such written consent shall be void.
- B. Independent Contractors: Seller is acting as an independent contractor, and nothing herein contained shall be deemed to make Seller a partner, agent, or joint venturer of Buyer or to imply or impose any other relationship between Seller and Buyer.
- C. Severability: If any word or provision of this Purchase Order shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Purchase Order.
- D. Entire Subcontract; Waiver; Amendment: This Purchase Order shall constitute the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no statements, agreements, understandings, representations or trade customs of any kind, express or implied, concerning the subject matter which are not merged herein or superseded hereby. A waiver of any of the terms of this Purchase Order shall not bind either party unless signed by one of its duly authorized representatives. Waiver by either party of any default by the other party hereunder shall not be deemed a waiver by such party of any default by the other which may occur thereafter. This Purchase Order may only be modified or amended by an agreement in writing executed by both parties hereto.
- E. Governing Law: The Purchase Order shall be governed by the law of Minnesota.
- F. Notices: Notices to be given to either Party shall be given by mail to the following addresses, unless a difference address shall be later specified in writing by either Party:

If notice or other transmittal (other than payment of invoices) is to City:

The City of Maplewood, Minnesota  
1830 County Road B  
Maplewood, MN 55109  
Attention: City Manager  
Telephone Number: (651) 249-2051  
Facsimile Number: (651) 249-2059

If notice or other transmittal is to Seller:

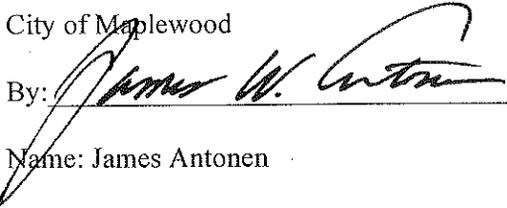
Parsons Electric LLC  
c/o Electrical Consulting Solutions  
5960 Main Street NE  
Fridley, Minnesota 55432  
Attn.: President

Telephone Number: (763) 528-2263  
Facsimile Number: (763) 571-7210

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first written above.

BUYER:

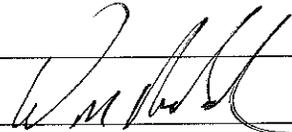
City of Maplewood

By: 

Name: James Antonen

Title: City Manager

Date: \_\_\_\_\_

By: 

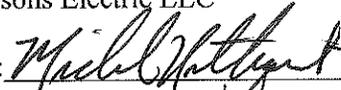
Name: Will Rossbach

Title: Mayor

Date: \_\_\_\_\_

SELLER:

Parsons Electric LLC

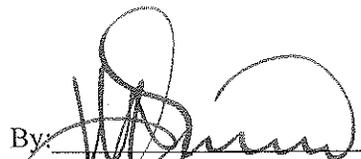
By: 

Name: Michael Rothquest

Title: CFO

Date: 01.07.11

**APPROVED AS TO FORM:**

By: 

Name: H. Alan Kantrud

Title: City Attorney

Date: 20 December 10

**EXHIBIT A**  
**DESCRIPTION AND SPECIFICATIONS OF SYSTEM**

1	200 amp meter enclosure with bypass handle
1	75 KVA 480//208 Transformer
1	400 amp fusible disconnect
1	225amp NEMA 3R 24 circuit panel board
1000'	¾ inch Electric Metallic Conduit (EMT)
300'	2.5 inch EMT
1200'	4/0 AWG THHN copper conductors
4000'	#12 AWG THHN copper conductors
8	60 amp 250 volt NEMA 3R AC disconnect
8	60 amp 250 volt NEMA 3R DC disconnect
8	5KW Sunergy Inverter
180	190 watt tenKsolar modules
36	130 watt tenKsolar modules
274	4"x6" extruded aluminum rails
1130	Insulating foam pads

Four hours of on-site training of Buyer's personnel in the safe and efficient operation, care and maintenance of the Energy System (this service to be scheduled at Buyer's discretion, subject to 15 days advance notice to Seller).

5644085v3

## FACILITY LEASE AGREEMENT

**THIS FACILITY LEASE AGREEMENT** is made and entered into as of December 17, 2010 (“Agreement”) by and between the City of Maplewood, Minnesota, a Minnesota municipal corporation (the “Landlord”), and ECS Maplewood, LLC, a Minnesota limited liability corporation (the “Tenant”), a wholly owned subsidiary of Parsons Electric LLC, a Delaware limited liability company. Landlord and Tenant are sometimes referred to in this Agreement individually as “Party” or jointly as the “Parties”.

### RECITALS

**WHEREAS**, Landlord owns that real property located at 2100 White Bear Avenue North, Maplewood Minnesota presently used as a community center (the “Property”); and

**WHEREAS**, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, a portion of the Property for the construction and operation of a solar energy generation system, subject to the terms and conditions of this Agreement.

**WHEREAS**, Landlord has arranged to acquire the energy generation system from an affiliate of Tenant, and Landlord desires to lease the same to Tenant subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged in exchange for a lease of the Property and Energy System, the Parties agree as follows:

1.0 Leased Space. Landlord hereby leases to Tenant and Tenant accepts from Landlord the following: (i) the “Energy System” (as defined in that certain Solar System Purchase Agreement of even date herewith by and between Parsons Electric, LLC as seller and the Landlord as buyer), and (ii) all roof space required for the installation of the Energy System on the building located on the Property (the “Leased Space”) more particularly described in Exhibit A, including rights to place wiring to the point of electrical interconnection. The Energy System and the Leased Space together constitute the “Leased Property”.

2.0 Acquisition of Energy System. Upon completion of the Energy System, Tenant shall execute, or cause to be executed, a bill of sale for the Energy System in favor of the Landlord for \$1.00 and other good and valuable consideration.

3.0 Access to Leased Property. Landlord grants to Tenant the right to access the Leased Property by reasonable route or routes over the Property upon prior notice to Landlord. Landlord will cooperate with Tenant to access the meter or any other part of the Energy System which is not located in the Leased Property.

4.0 Permitted Use of Leased Space. During the Term, Tenant shall have the exclusive right to use the Leased Space for the construction, installation, operation, maintenance, repair, replacement, relocation, reconfiguration, removal, alteration, modification, improvement, use and

enjoyment of the Energy System and other necessary and incidental uses for the operation of the Energy System ("Permitted Uses"). Tenant may not erect any other facilities or use any other equipment on the Leased Space that is not expressly permitted under the terms of this Agreement without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, delayed or conditioned provided the other facilities or equipment are necessary for the operation of the Energy System.

5.0 Term. This Agreement shall be in effect beginning on December 17, 2010 ("Commencement Date"), and shall expire on the date that is twenty (20) years after after the commencement of commercial operations of the Energy System (the "Placed in Service Date"). The Tenant shall give the Landlord five (5) calendar days advance written notice of the Commencement Date. Within ten (10) calendar days after the Placed in Service Date, Landlord and Tenant shall execute a document setting forth the actual Placed in Service Date and the actual square footage of the Leased Space as of the Placed in Service Date, which shall be attached to and constitute a part of this Agreement. Notwithstanding the foregoing, this Agreement shall terminate upon the exercise by either Parsons or the City of their respective option rights under that certain Put and Call Agreement of even date herewith.

6.0 Rent.

6.1 Rent of Leased Space. Beginning on the first anniversary of the Commencement Date and continuing on each anniversary of thereof throughout the Term, Tenant shall pay to Landlord, without notice, demand or offset of any type, \$500.00 for the Leased Space.

6.2 Rent of Energy System. Beginning on the first anniversary of the Commencement Date and continuing on each anniversary of thereof throughout the Term, Tenant shall pay to Landlord in advance, without notice, demand or offset of any type, \$1.00 for the Energy System.

7.0 Holdover. If Tenant holds over after expiration of the Term, such tenancy shall be month-to-month subject to the terms and conditions of this Agreement. Either Party may terminate such month-to-month tenancy at any time upon no less than 30 days written notice to the other Party.

8.0 Operating Permits. Tenant shall, at its sole expense, maintain in full force and effect all certificates, permits and other approvals ("Operating Permits") required by any federal, state or local authorities having jurisdiction over Tenant or the Leased Space ("Governmental Authorities"). If any required Operating Permits are canceled, expire, lapse or are otherwise withdrawn or terminated by any Governmental Authority so that Tenant is unable to operate its Energy System on the Leased Space and the Operating Permits are not reinstated within 30 days after Tenant receives written notice thereof, Landlord may terminate this Agreement upon 30 days written notice to Tenant. Tenant shall provide to Landlord at its request a copy of any required Operating Permits.

9.0 Ownership and Maintenance of Energy System.

9.1 Energy System Remains the Property of Landlord. The Parties agree that any and all fixtures, equipment, improvements or personal property of whatsoever nature at any time constructed or placed on or affixed to the Leased Space by Tenant, including but not limited to the

Energy System shall be and remain the property of Landlord. Tenant shall leave the Energy System at the end of the Term in substantially the same condition as existed on the Placed in Service Date, ordinary wear and tear and casualty damage excepted. Tenant shall execute, or cause to be executed, a bill of sale in favor of the Landlord upon completion of the Energy System.

9.2 Repair During Term. Tenant shall have the right at any time during the Term to repair, relocate, reconfigure, alter, modify or replace the Energy System. Tenant shall repair any damage to the Property, with contractors approved by Landlord (such approval not to be unreasonably withheld), that results from its repair, relocation, reconfiguration, alteration, modification or replacement of the Energy System. Landlord shall have the right at any time to access the Leased Space to inspect, maintain or repair the roof and components thereof. Tenant, at its own cost, shall temporarily remove such components of the Energy System as will interfere with the Landlord's inspection, maintenance or repair of the roof, and shall replace such components upon Landlord's notice that such work of the Landlord is complete. Landlord shall give 60 days notice to Tenant of any such maintenance or repair work to be done, unless in an emergency, in which case Landlord shall give such notice as is possible. If Tenant shall fail to remove any interfering components of the Energy System, Landlord shall have the right to do so, at Tenant's cost, provided that any damage to the Energy System caused by Landlord, and which is not inherent in the removal process, shall be at Landlord's cost.

9.3 Tenant Maintenance Obligations. Tenant, at Tenant's sole cost and expense, agrees to keep and maintain, or cause to be kept and maintained, the Energy System in good condition and repair, excepting in the case of casualty, in which case Tenant agrees to repair the Energy System to the extent of available insurance proceeds resulting from such casualty. Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant for which claims are or may be secured by any mechanic's or materialmen's liens against the Leased Space or the Property. Tenant shall notify Landlord at least ten (10) days prior to the commencement of construction of any Tenant's work and Landlord shall have the right to post and record a notice of nonresponsibility in conformity with applicable law. Within ten (10) days following completion of Tenant's work, Tenant shall file a Notice of Completion and deliver to Landlord an unconditional release and waiver of lien executed by each contractor, subcontractor and materialman involved in Tenant's work. In the event any lien is filed against the Leased Space or any portion thereof or against Tenant's leasehold interest therein, Tenant shall obtain the release and/or discharge of said lien (which may be by procurement and recordation of a mechanic's lien release bond meeting the requirements of Minnesota Statutes § 514.10), within ten (10) days after the filing thereof. In the event Tenant fails to do so, Landlord may obtain the release and/or discharge of said lien and Tenant shall indemnify Landlord for the costs thereof, including reasonable attorney's fees, together with interest at the Applicable Interest Rate, as published monthly by the Internal Revenue Service, from the date of demand. Nothing herein shall prohibit Tenant from contesting the validity of any such asserted claim, provided Tenant has furnished to Landlord a lien release bond freeing the Premises from the effect of the lien claim. It is the responsibility of Tenant to take all necessary actions to ensure that Tenant's employees have a safe work environment and comply with all government regulations. Tenant shall indemnify and hold harmless Landlord from any claims, damages, losses and expenses arising from Tenant's employees activities; provided however, that such indemnification obligation shall not apply to any such claims, damages, losses and expenses arising from the gross negligence or intentional misconduct of Landlord and Landlord's employees, agents and contractors.

9.4 Utilities. Prior to delinquency, Tenant shall pay all taxes and assessments levied upon the Energy System and other personal property located and/or installed on the Property by Tenant; and Tenant shall provide Landlord copies of receipts for payment of all such taxes and assessments. To the extent any such taxes are not separately assessed or billed to Tenant, Tenant shall pay the amount thereof as reasonably invoiced by Landlord. Tenant shall pay all utility costs and applicable personal property taxes incurred in connection with the Energy System within thirty (30) days after receipt of a written invoice setting forth such utility costs and applicable personal property taxes.

10.0 Interference.

10.1 Interference by Tenant. Tenant shall operate the Energy System in a manner that will not unreasonably interfere with any equipment operated and/or owned by the Landlord or Property occupant. All operations by Tenant shall be lawful and in compliance with all regulations and requirements of the Minnesota Public Utilities Commission, as well as any other applicable state, federal or local regulations and requirements ("Legal Requirements"), provided, however, that minor violations of Legal Requirements that do not result in an adverse effect on the Landlord, the Property occupant, the Property or the Leased Space shall not constitute a default under this Agreement.

10.2 Interference by Landlord. Subsequent to the installation of the Energy System, Landlord shall not, and shall not cause or permit any other persons or parties to, install equipment or facilities or construct or allow any construction of a structure or structures ("New Construction") near the Leased Space if such New Construction will interfere with the Energy System as determined by Tenant in its sole discretion. Landlord shall not move, modify, remove, adjust, alter, change, replace, reconfigure or operate the Energy System, or any part of it, during the term of the Agreement, without prior written direction or approval of Tenant, except if there is an occurrence reasonably deemed by the Landlord to be a bona fide emergency, in which case Landlord will immediately notify Tenant of such emergency and Landlord's proposed actions, and this section is further subject to the requirements of Section 9.2. Landlord shall be responsible for any damage to the Energy System caused by the gross negligence or intentional misconduct of Landlord or Landlord's employees or agents, and shall promptly pay all costs to repair such damage to the Energy System and shall immediately notify Tenant of any such occurrence.

11.0 Environmental Provisions.

11.1 Definitions. "Environmental Law" shall mean any applicable federal, state, regional or local law, regulation, decision of the courts, ordinance, rule, code, order, directive, guideline, permit, or permit conditions which as of the date of this Agreement relates in any way to worker or workplace safety, environmental conditions, environmental quality or policy, or health and safety issues or concerns (including product safety), including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 USC, §§9601 et seq.), the Resource Conservation and Recovery Act (42 USC, §§6901 et seq.), the Toxic Substance Control Act (29 USC §§2601, et seq.), the Occupational Safety and Health Act (29 USC §§651 et seq.), the Minnesota Occupational Safety and Health Act (Minnesota Statutes §§182 et seq.), and applicable regulations or rules promulgated thereunder.

“Hazardous Material” shall mean any chemical, substance, material, controlled substance, object, condition, solid or hazardous waste or combination thereof which is hazardous to human health or safety or the environment due to its ignitability, corrosivity, reactivity, toxicity, or other harmful or potentially harmful properties or affects, including but not limited to any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, and substances defined as “hazardous substances,” “hazardous material,” “hazardous wastes,” or “toxic substances” in, under or pursuant to any Environmental Law (as that term is defined above), oil or petroleum and petroleum products, asbestos, and any asbestos containing materials, radon, polychlorinated biphenyls (PCBs), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which as of the date of this Agreement are listed, defined or regulated in any manner by any applicable federal, state or local Environmental Law (as that term is defined above). For purposes of this Agreement, the terms “encumbrance” and “encroachment” shall not be deemed to include the presence of any Hazardous Material contamination on, in or under the Property or its underlying groundwater.

11.2 Indemnification for Hazardous Materials. If during preparation for or construction of the Energy System Hazardous Materials are identified in, on or under the Property, construction shall cease immediately and Tenant shall notify Landlord of the presence of Hazardous Materials in writing. Landlord shall determine the nature and extent of the Hazardous Materials and Landlord shall comply with all Environmental Laws regarding the Hazardous Materials. If it is determined that Tenant was responsible for the deposit of the Hazardous Materials on the Property, Tenant shall be responsible for the investigation and remediation of such Hazardous Materials and shall promptly pay one hundred percent (100%) of the investigation and remediation costs incurred in connection therewith, otherwise Landlord shall promptly pay all such investigation and remediation costs.

11.3 No Deposit of Hazardous Materials. Each Party shall not, and shall not cause or permit any other person or entity to, release, store, bring upon, dispose of or transport to or from the Leased Space any Hazardous Materials or by-products or waste from such Hazardous Materials, except as necessary to operate the Energy System.

## 12.0 Insurance.

12.1 General Liability and Property Insurance. The Landlord shall be required to maintain property damage insurance on the Leased Property, and Tenant shall pay Landlord, as additional rent hereunder, the cost of such insurance which relates to the Energy System. The Tenant shall not be required to maintain liability or property damage insurance on the Leased Property.

12.2 Workers' Compensation Insurance and Employers' Liability Insurance. If the Tenant has any employees, in accordance with Minnesota state law, Tenant shall maintain in force workers' compensation insurance for all of its employees. If the Tenant has any employees, Tenant shall also maintain employer's liability coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per accident.

13.0 Tenant's Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's affiliated entities, and each of their respective members, managers, partners, directors,

officers, employees, shareholders, lenders, agents, contractors, successors and assigns (individually and collectively, "Landlord's Parties"), against direct damages, actions, claims, costs, expenses and liabilities, including but not limited to reasonable attorney's fees and expenses (collectively, "Losses") incurred by Landlord's Parties caused by or arising from Tenant's negligence, malfeasance or willful misconduct in engaging in the Permitted Uses of the Leased Space or Tenant's material breach or default in the performance of Tenant's obligations under this Agreement, except to the extent that such Losses are caused by or arise from Landlord's or Landlord's agents' or employees' gross negligence, malfeasance or willful misconduct.

14.0. Miscellaneous Provisions.

14.1 Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be modified, amended or changed in any way except in a written instrument executed by both Parties.

14.2 Section Heading and Construction. The section headings contained in this Agreement shall not be considered to be a part hereof for purposes of interpreting or applying this Agreement, but are for convenience only.

14.3 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any lawsuit brought in connection with this Agreement (as may be permitted hereunder) shall be brought in the appropriate court of the County of Ramsey, State of Minnesota.

14.4 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

14.5 Attorneys' Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, then the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall mean the Party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

14.6 Notices. All notices to be given under this Agreement shall be in writing and either:

- sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or
- by telecopy or similar means, if a copy of the notice is also sent by United States mail, in which case notice shall be deemed delivered upon transmittal by telecopier or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

If to Tenant:

ECS Maplewood, LLC  
c/o Electrical Consulting Solutions  
5960 Main Street NE  
Fridley, Minnesota 55432  
Attn.: President  
Telephone Number: (763) 528-2263  
Facsimile Number: (763) 571-7210

If to Landlord:

The City of Maplewood, Minnesota  
1830 County Road B  
Maplewood, MN 55109  
Attention: City Manager  
Telephone Number: (651) 249-2051  
Facsimile Number: (651) 249-2059

Either Party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other Party in the manner provided for giving notice.

14.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

14.8 Quiet Possession. Landlord agrees that upon compliance with the terms and conditions of this Agreement, Tenant shall peaceably and quietly have, hold and enjoy the leased space for the Term and any extension(s) thereof. Landlord covenants that Tenant shall at all times have the right to quiet use and enjoyment of the leased space during the term of this Agreement and any extension thereof.

14.9 Authorized Representatives. Each person executing this Agreement on a Party's behalf represents and warrants he or she has been duly authorized to execute the same on such Party's behalf.

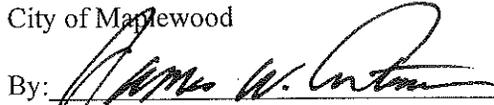
14.10 Memorandum of Lease. Promptly after execution of this Agreement, the Parties shall cause a Memorandum of Lease in the form attached hereto as Exhibit B and incorporated herein to be recorded in the official records of the county in which the Property is located.

*[The rest of this page has been intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties have read this Agreement, understand it and agree to be bound by its terms as of the date first set forth above.

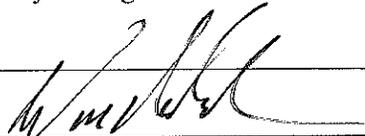
LANDLORD:

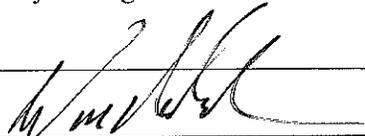
City of Maplewood

By: 

Name: James Antonen

Title: City Manager

Date: 

By: 

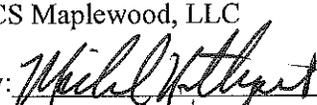
Name: Will Rossbach

Title: Mayor

Date: \_\_\_\_\_

TENANT:

ECS Maplewood, LLC

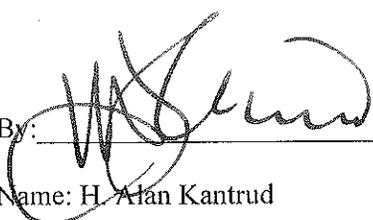
By: 

Name: Michael Northquest

Title: CFO

Date: 01.07.11

APPROVED AS TO FORM:

By: 

Name: H. Alan Kantrud

Title: City Attorney

Date: 20 December 10

EXHIBIT A  
DESCRIPTION OF LEASED SPACE

The real property is situated in the County of Ramsey County, State of Minnesota and legally described as follows:

Parcel 1. The West 433 feet of the South half of the Northwest Quarter of the Northwest Quarter of Section 14, Township 29, Range 22 lying North of the South 188 feet. Subject to the Public road or highway known as White Bear Avenue along the West of said land and the right of the Public to use said Road.

Parcel 2. That part of the West 433 feet of the North half of the Northwest Quarter of the Northwest Quarter of Section 14, Township 29, Range 22, lying South of the North 333 feet thereof. Subject to the Public road or highway known as White Bear Avenue along the West of said land.

Torrens

Address: 2100 White Bear Avenue North



[signature page to Memorandum of Lease between City of Maplewood and ECS Maplewood, LLC]

TENANT:  
ECS Maplewood, LLC

By: *Michael Northquest*  
Name: Michael Northquest  
Title: CFO

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

On ~~December~~ <sup>January</sup> 7, 2010, before me, Kristine J. Musson, Notary Public, personally appeared Michael Northquest, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Kristine J. Musson*  
Notary Public

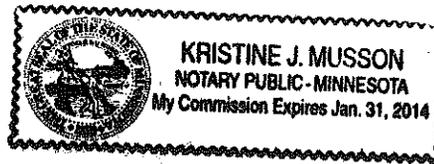


EXHIBIT A  
LEGAL DESCRIPTION

The real property is situated in the County of Ramsey County, State of Minnesota and legally described as follows:

Parcel 1. The West 433 feet of the South half of the Northwest Quarter of the Northwest Quarter of Section 14, Township 29, Range 22 lying North of the South 188 feet. Subject to the Public road or highway known as White Bear Avenue along the West of said land and the right of the Public to use said Road.

Parcel 2. That part of the West 433 feet of the North half of the Northwest Quarter of the Northwest Quarter of Section 14, Township 29, Range 22, lying South of the North 333 feet thereof. Subject to the Public road or highway known as White Bear Avenue along the West of said land.

Torrens

Address: 2100 White Bear Avenue North

5619773v4

EXHIBIT B

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: ECS Maplewood, LLC c/o Electrical Consulting Solutions 5960 Main Street NE Fridley, Minnesota 55432	SPACE ABOVE THIS LINE RESERVED FOR RECORD'S USE
--	--

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made December 17, 2010, by and between the city of Maplewood, Minnesota, a Minnesota municipal corporation ("Landlord"), and ECS Maplewood, LLC, a Minnesota limited liability company ("Tenant").

1. Grant of Lease. For \$1.00 and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant and Tenant accepts from Landlord the Leased Space defined in the Lease, that is located on the real property described on Exhibit A attached hereto.

2. Terms and Conditions. The terms and conditions upon which Landlord leases to Tenant and Tenant hires from Landlord the Leased Space are set forth in that certain Facility Lease Agreement, dated as of December 17, 2010 by and between Landlord and Tenant (the "Lease"). The terms and conditions of the Lease are incorporated herein by reference. This Memorandum is prepared for the purpose of recordation and in no way modifies the terms and conditions of the Lease. If there is any inconsistency between the terms and conditions of the Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

3. Lease Term. The term of the Lease commences on December 17, 2010, and expires twenty (20) years after the commercial operations date of the Energy System referenced in the Lease.

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Maplewood hereinafter “City”, and Parsons Electric, LLC and ECS Maplewood, LLC hereinafter “Sellers“ who are designated collectively as the “Parties” to this Agreement.

**RECITALS**

**WHEREAS**, City is duly authorized municipal corporation in good standing in the State of Minnesota and has all the rights, duties and authorities of a municipality and,

**WHEREAS**, City authorized the purchase of that certain solar Energy System referenced in the Purchase Agreement attached hereto as Exhibit A, and,

**WHEREAS**, City has agreed to lease to Sellers that certain solar energy generation system referenced in the Facility Lease Agreement attached hereto as Exhibit B and,

**WHEREAS**, Sellers have been unable to perform pursuant to the Purchase Agreement and therefor unwilling to lease pursuant to the Facility Lease Agreement they have with the City and wish to be released from those obligations and duties and,

**WHEREAS**, Sellers acknowledge that City has spent significant time and resources on the project and will furthermore lose the benefit of their bargain if they are so released and,

**WHEREAS**, Sellers wish to compensate City for its out of pocket expenses and for the release of their obligations as stated above and,

**WHEREAS**, City is willing to settle and release Sellers from their obligations, recognizing that it is in the best interest of all concerned to do so and,

**WHEREAS**, the Parties hereto desire to settle, compromise, and forever discharge all

claims asserted in or relating to the Purchase Agreement and Facility Lease executed by Sellers and have reached agreement disposing of the claim and demand on the bases set forth below;

**NOW, THEREFORE**, for good and valuable consideration, including the mutual covenants contained herein, the adequacy and sufficiency of which is expressly acknowledged, the Parties hereto agree as follows:

1. The Sellers shall tender the sum of \$4500.00 to the City as and for consideration of the release and discharge of claims as herein stated, said tender being due upon full execution of this Agreement.

2. The parties, their representatives, officers, directors, employees, agents, partners, principals, successors, subrogees, and assigns, do hereby completely and irrevocably release and forever discharge each other from any and all claims and rights (including, without limitation, rights of set-off and recoupment, demands, actions, obligations, and causes of action of any and every kind, nature and character, known and unknown that they asserted or could have asserted by the City that they may have, or could have, filed or caused to be filed in any court of law or before any administrative agency, state or federal.

3. The Parties acknowledge that each has been represented in negotiations for, and the preparation of, this Agreement by counsel of their own choosing, that each has read this Agreement or, has had it read to them and explained by counsel, that each understands and is fully aware of its contents and of its legal effect, and that each is voluntarily entering into this Agreement upon the legal advice of its counsel.

4. The Parties represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representations or statements made by the other party or its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise beyond the representations and statements expressly contained herein.

5. The Parties agree that this is a compromise settlement of disputed assessments and that the execution of this Agreement shall not be deemed or construed as an admission by any party of liability or responsibility for any purpose. This Agreement is entered into by the Parties hereto to avoid further litigation and the expense, disruption, and delay involved with litigation.

6. The Parties hereto, and each of them, including each person signing below on behalf of a party, represent and warrant that their respective signatories are fully authorized to enter into the terms and conditions stated herein, to execute the Agreement, and to bind legally the party on whose behalf they are signing. The Parties, and each of them, further represent and warrant that they are the owners of, and have not sold, assigned, conveyed, or otherwise transferred, prior to execution of this Agreement, any claim, demand, cause of action, obligation, damage or liability released in or related to this Agreement.

7. The Parties understand and agree that this Agreement is and shall be binding upon and shall inure to the benefit of the Parties individually and their predecessors, affiliates, parent corporations, subsidiaries, successors, assigns, agents, officers, employees, attorneys, insurers, shareholders, successors, subrogees, and assigns.

8. The Parties, their attorneys, representatives, officers, directors, shareholders, employees, agents, partners, principals, successors, subrogees, and assigns, do hereby agree that this Agreement, and the terms set forth herein, are confidential and shall not be disclosed or communicated to any third party.

9. Each party acknowledges that: (a) they have been encouraged to consult an attorney in regard to this Agreement prior to signing this Agreement; (b) they have had adequate opportunity to consult an attorney; (c) they have either consulted an attorney or waive the opportunity to do so and (d) this Agreement has been drafted by all parties and has been subject to negotiation such that any rule of construction against the drafter shall not be implied.

10. The Parties agree that no evidence concerning this Agreement, its contents, or negotiations related to it shall be offered into evidence in any proceeding.

11. The Parties agree that each party will be responsible for its respective attorneys' fees and costs.

12. The terms set forth in this Agreement are intended by the Parties as a final expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted or modified by evidence of any oral agreement. The Parties also intend this Agreement to be the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced to vary its terms in any judicial proceeding involving this Agreement. This Agreement may not be altered or modified except by a written instrument executed by all Parties.

13. This Agreement is entered into in the State of Minnesota, and the Parties agree that this Agreement is to be governed by, construed, and enforced under the laws of the State of Minnesota, and shall be interpreted as if all Parties participated in its preparation.

14. The Parties agree that any controversy or claim relating to the terms or enforcement of this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Attorneys' fees for the arbitration proceedings shall be awarded to the prevailing party.

15. This Agreement may be executed in counterpart having the same force and effect as an original. The Parties further understand and agree that no legal obligations shall arise under this Agreement unless and until each party has signed its respective copy of it. The undersigned hereby acknowledge that they have read and fully understand the terms and provisions of this Settlement Agreement and that they agree to said terms and provisions.

**PARTIES**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_  
James W. Antonen, City Manager

Dated: \_\_\_\_\_  
H. Alan Kantrud, City Attorney

**PARTIES**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_  
James W. Antonen, City Manager

Dated: \_\_\_\_\_  
H. Alan Kantrud, City Attorney

## AGENDA REPORT

**TO:** City Manager, Jim Antonen  
**FROM:** IT Director, Mychal Fowlds  
**SUBJECT:** **Approval to Enter into IT Shared Services Agreement with the City of Roseville**  
**DATE:** July 5, 2011

### **Introduction**

For years the City of Maplewood's IT staff has worked very closely with the City of Roseville's. With this item we're asking you to approve an agreement that would allow us to work even closer and more efficiently.

### **Background**

As stated above, staff has worked very closely with the City of Roseville's IT staff for many years. Being two cities that are very close in size and number of employees there are many similarities in the requirements of our departments. This agreement will allow us to look to each other first for solutions to our problems. The first task order that will more than likely arise from this agreement will be the implementation of our new phone equipment which will utilize the back-office equipment housed at the City of Roseville. Looking towards the future, as we've seen with the Public Works department, this agreement also allows for the sharing of personnel as well. Our mutual need for Helpdesk staff will more than likely be solved by this agreement. The agreement is written as a two-way agreement meaning that task orders can be written where Roseville is utilizing a service we provide and vice versa.

We are very excited for the collaboration opportunities that this agreement will allow for and this is why we are asking that authorization be given to enter into this agreement with the City of Roseville.

### **Budget Impact**

The signing of this agreement has no direct costs associated with it at this time.

### **Recommendation**

It is recommended that authorization be given to enter into an IT shared services agreement with the City of Roseville.

### **Action Required**

Submit to City Council for review and approval.

Attachment

1. IT Shared Services Agreement

## INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT

This **INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT** (this "Agreement") entered into by and between **the City of Roseville, a Minnesota municipal corporation ("Roseville")**, and **the City of Maplewood, a Minnesota municipal corporation ("Maplewood")**, is effective upon the execution of this Agreement by the named officers of both organizations. Roseville and Maplewood are referred to individually as "Party" and collectively as the "Parties" or the "Cities".

WHEREAS: The City of Roseville and the City of Maplewood have been and are working together collaboratively in the areas of Information Technology, telephony, and related service areas, collectively referred to as "IT", and,

WHEREAS: The Cities desire to memorialize their continuing commitment to assist each other in the areas of IT support, and

WHEREAS: The purpose of this Agreement is to define the terms and conditions under which services will be defined and provided between Roseville, by and through Roseville's Information Technology Division ("Roseville IT") and the City of Maplewood's Information Technology Department ("Maplewood IT"). Under this Agreement, either party may provide services to the other.

**NOW, THEREFORE**, in consideration of the mutual covenants herein and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows;

**SECTION 1 - DEFINITIONS.** As used in this Agreement, certain terms shall have the following meanings:

- 1.1 "Agreement"** shall mean the combined terms and conditions of this Agreement and of specific Task Order depending on context.
- 1.2 "Provider"** shall mean the party to this Agreement defined within a Task Order specified as providing the service to the other party.
- 1.3 "Recipient"** shall mean the party to this Agreement defined within a Task Order specified as receiving services from or through the other party.
- 1.4 "Services"** shall generally represent the "Scope of Services" as defined within a Task Order and may represent any combination of labor, whether provided by the Provider's employees or a third party designated by the Provider, use of facilities, equipment, software, or material goods utilized or consumed in providing the Services.
- 1.5 "Task Order"** shall represent the terms and conditions of this Agreement that specify services, products, and other costs incurred by one party that are to be compensated by the other party. Task Order refers to the written specifications for either annually renewable Services or project-based Services that are completed under accomplishment of specified deliverables or other project event. Task Orders are more fully defined in Section 10.
- 1.6 "Holidays"** includes New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, and other days that are consistent with past practices.
- 1.7 "Service Hours"** means, unless otherwise noted, the hours of 8 a.m. to 5 p.m. local time, Monday through Friday, excluding Holidays.

**1.8 "Entity"** means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

**1.9 "Governmental Body"** means any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction; (b) federal, state, local, municipal or foreign government (including any agency, department, bureau, division, court, or other administrative or judicial body thereof); or (c) governmental or quasi-governmental authority of any nature.

**1.10 "Software"** means software programs, including supporting documentation and online help facilities. Software includes applications software programs and operating systems software programs.

**1.11 "Business Continuity"** means the ability to maintain operations/services in the face of a disruptive event.

## **SECTION 2 - EFFECTIVE DATE**

The effective date of this Agreement is July 15, 2011 or the last date of signature by all parties, whichever is later and remains in effect until termination, as set forth in Section 3 of this Agreement.

## **SECTION 3 - TERMINATION**

**3.1 Termination for Convenience.** Either party may terminate this Agreement or a specific Task Order for convenience, after first providing written notice of the intent to terminate to the other party, one year in advance.

**3.2 Termination of Task Order.** Each Task Order shall specify the timeline for notice to terminate that Task Order.

**3.3 Termination by Mutual Agreement.** The parties may terminate this agreement in whole or in part, at any time by mutual agreement.

**3.4 Termination of the Agreement shall also terminate any active Task Orders under this Agreement.**

**3.5 Termination of a Task Order will terminate all Services as defined by the Task Order but does not alter any terms or conditions of any other active Task Order or this Agreement.**

**3.6** In the event written notice of termination is given by either party, both parties shall work to accomplish a complete transition of services being terminated without interruption of, or adverse impact on, the services enjoyed by either party under this Agreement. The disentanglement process shall begin as soon as possible, but not later than the date of termination. Disentanglements will be defined as a Task Order and both parties, shall in good faith, seek to maintain existing service levels and minimize the disruption of services until the disentanglement is completed. Each party shall bear its cost of disentanglement, unless separately defined within a Task Order, or as may otherwise be agreed by both parties.

**3.7** Third-Party Authorizations. Provider shall execute any third-party authorizations necessary to grant the Recipient the use and benefit of any third-party contracts, to the limits allowed by the contracts.

**3.8** Licenses to Proprietary Software. Provider shall negotiate to allow the Recipient (after receiving written approval from the Provider) to use, copy, and modify, applications and programs developed by the Provider that would be needed in order to allow the Recipient to continue to perform for itself, unless otherwise prohibited by the software's licensing agreement.

**3.9** Delivery of Documentation. Provider shall make reasonable efforts to deliver to the Recipient or its designee, at the Recipient's request, all available documentation and data related to the Recipient, including the Recipient Data held by Provider. Costs incurred will be borne by Recipient.

**3.10** Personnel. Should the Recipient decide to reduce or terminate any portion of this Agreement, to the extent that such reduction or termination will displace one or more Provider employees, then it is agreed that the parties will, if feasible transfer personnel from the Provider to the Recipient in order to provide a reasonable opportunity to provide staff continued employment.

#### **SECTION 4 - COORDINATION AND COMMUNICATION**

**4.1** The Management Committee, composed of Maplewood's IT Director and Roseville's IT Manager, and their designated representative(s) shall provide oversight and administer this agreement. Designated representatives are considered authorized representatives of their respective management and shall be empowered with authorities granted to the Management Committee under this Agreement.

**4.2** The Management Committee shall meet monthly (or as otherwise mutually agreed) to review the performance with regard to material aspects, risk management, as well as the effectiveness and value of the Services and Task Order provided between the Provider and the Recipient.

**4.3** Agreement Review. The Management Committee will meet annually, to formally review and, to the extent mutually agreed upon by the Parties, update the terms, pricing, conditions and other details of this Agreement and any Task Order so that the on-going business requirements of both Parties are met.

#### **SECTION 5 - DISPUTE RESOLUTION**

**5.1** In the event of a dispute between Maplewood and Roseville regarding the delivery of Services under this Agreement or any related Task Order, the Management Committee shall review disputes and recommend options for resolution to the involved personnel.

**5.2** Any dispute not resolved by the Management Committee shall be referred to the Maplewood City Manager and the Roseville City Manager (collectively "City Managers"), or their designated representatives, who shall review the dispute and options for resolution. The resolution of the City Managers regarding the dispute shall be final as between the parties and shall be reduced to writing as an addendum to this Agreement.

**5.3** Any dispute under Section 5.1 of this Agreement that cannot be resolved by the City Managers may be submitted to mediation through the state Bureau of Mediation Services, the cost of which shall be borne equally between the parties.

**5.4** In the event either party determines that there has been a breach of the provisions of this Agreement or a related Task Order which cannot be resolved by the City Managers, the Agreement or related Task Order may be terminated as described in Section 3.

## **SECTION 6 - INDEPENDENT CONTRACTOR**

A Provider is, and shall at all times be, deemed to be an independent contractor in the provision of the Services set forth in this Agreement. Nothing in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors. A Provider shall retain all authority and responsibility for the provision of Services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by a Provider pursuant to this Agreement. A Provider shall comply with all relevant Federal, State, and municipal laws, rules, and regulations. Nothing in this Agreement shall make any employee of the Recipient jurisdiction an employee of a Provider jurisdiction or any employee of a Provider jurisdiction an employee of the Recipient jurisdictions for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation benefits, or any other rights or privileges afforded said employees by virtue of their employment.

## **SECTION 7 - ASSIGNMENT/SUBCONTRACTING**

Neither the Recipient nor the Provider shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other.

## **SECTION 8 - HOLD HARMLESS INDEMNIFICATION**

**8.1** Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, its negligent acts or omissions under this Agreement. Without limiting the generality of the foregoing, the parties further expressly agree to indemnify, defend, save and hold harmless the other party, its officials, employees, and agents, from and against any and all liability, claims, demands, losses, damage, costs, causes of action, suits or judgments, including attorney fees, costs or expenses incurred in connection therewith, for deaths or injuries to person arising out of, in connection with, or incident to the performance of this Agreement by a Provider, its officials, employees, or agents.

Provided, however, that this provision does not indemnify a Recipient against liability for damages arising out of the Recipient's failure to abide by reasonable industry and user standards and the reasonable requirements provided by a Provider which include, but are not limited to, procedures, guidelines, and security instructions for proper use, user maintenance, and mandatory user security responsibilities.

**8.2** Section 8.1 of this Agreement shall include any claim made against a Recipient by an employee of the Provider or subcontractor or agent of the Provider, even if the Provider is thus otherwise immune from liability pursuant to the Minnesota workers' compensation law provided, however, this paragraph does not purport to indemnify the Recipient against the liability for damages arising out of bodily injuries to person caused by, or resulting from, the sole negligence of the Recipient, its elected' officials, officers, employees and agents.

**8.3** Section 8.1 of this Agreement shall further include any claim made against either party regarding payment of any taxes other than state sales tax on tangible goods.

**8.4** In the event of litigation between the parties to enforce rights under this section, each party shall bear its own attorney's fees and costs.

**8.5** Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

## SECTION 9 - NOTICE

**9.1 Notices.** Except as otherwise provided, any notices to be given under Section 3 of this Agreement or termination of any Task Order shall be in writing and shall, at a minimum, be delivered electronically or postage prepaid and addressed to:

If to Maplewood:  City of Maplewood c/o City Manager 1830 County Road B East Maplewood, MN 55109	or if to Roseville:  City of Roseville c/o City Manager 2660 Civic Center Drive Roseville, MN 55113
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**9.2 Choice of Law; Consent to Jurisdiction.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Minnesota.

**9.3 Force Majeure.** Neither Party will be liable for delays or failure to perform Services if due to any cause or conditions beyond its reasonable control, including, but not limited to, delays or failures due to acts of God, natural disasters, acts of civil or military authority, fire, flood, earthquake, strikes, wars, or utility disruptions (shortage of power).

**9.4 Entire Agreement; Amendment; Waivers.** This Agreement, together with all Exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**9.5 Severability.** In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and the invalid, illegal or unenforceable provision shall be deemed modified so as to be valid, legal and enforceable to the maximum extent allowed under applicable law.

**9.6 Parties Obligated and Benefited.** This Agreement will be binding upon the Parties hereto and their respective permitted assigns and successors in interest and will inure solely to the benefit of such Parties and their respective permitted assigns and successors in interest, and no other Person.

## **SECTION 10 - SERVICES AND TASK ORDERS**

**10.1** Where Maplewood and Roseville exchange Services under this Agreement, such Services will be defined in the form of a Task Order, in writing and signed by the Management Committee.

(a) The intent of this provision is to ensure clear communications and commitment prior to either party taking action or incurring costs on behalf of the other. Both parties will act in good faith to identify requirements, expectations and to adhere to the commitments specified within this Agreement.

(b) Services exchanged or actions taken with the intent of providing Services between Maplewood and Roseville without an agreed Task Order will not be covered by the terms of the Agreement and incurred costs will not be reimbursed. The party requesting Services covenants, by way of executing a Task Order pursuant to this Agreement that its requests for Service are within the annual budget for that party.

(c) In cases of emergency, where the urgency of circumstance precludes the practicality of executing a Task Order for a Service not covered by an existing Task Order, the Task Order may be reduced to writing and executed as soon after provision of Services as is practicable. Where the parties cannot agree on the terms of the written Task Order, the parties agree to follow the dispute resolution procedures set forth in Section 5. An emergency may be any unanticipated event or circumstance outside the bounds of existing provisions under any active Task Order that the Management Committee members or the

designees of both parties declare as such.

(d) Unless agreed otherwise by both parties, the costs incurred in the planning, preparing and processing of a Task Order by one party will not be charged to the other.

**10.2** All Task Orders are subject to the terms and condition of this Agreement.

**10.3** All Task Orders must minimally include acceptance by the Management Committee. The Management Committee shall ensure that any additional authorization requirements, with respect to their individual organizations, have been secured prior to initiating or amending the Task Orders.

**10.4** Duration of a Task Order shall be defined in the Task Order and may be: a limited time period; concluded upon accomplishment of specified deliverables; or a continuing Service with regular renewal review.

(a) Task Orders may address Services that are of a general or continuous nature that would be reviewed annually, at the same time as the Agreement. Such Task orders may also be terminated in accordance to the terms defined in Section 3.

(b) Alternatively, Task Orders may also be defined in association with a specific Project which would include specific criteria for normal completion (e.g. point-in-time, deliverable acceptance); these too may be terminated in accordance to the terms defined in Section 3.

**10.5** Task Orders may not amend this Agreement or its terms and conditions, but shall specify Services, rates, and other aspects of the scope of work for specific Services related to this Agreement. The terms of a Task Order will apply only to the specific Task Order and may not change such terms or conditions relative to the Agreement or other Task Orders.

**10.6** Each Task Order will utilize the standardized form. Attached as Exhibit A.

**10.7** Provider of Services will track and report status, as may be defined in the Task Order, with regard to:

(a) Performance-related service levels.

(b) Progress towards deliverables.

(c) Billed costs vs. maximum specified annual Task Order budgeted amount.

**10.8** If the deliverables specified in a Task Order are not achieved or the Recipient believes it is not receiving acceptable service, the parties shall follow the dispute resolution procedures set forth in Section 5 and for Termination for Breach set forth in Section 5.4.

## **SECTION 11 - FINANCIAL TERMS AND PAYMENT PROCESS**

**11.1** Unless agreed otherwise by both parties, the Provider will present invoices to

Recipient monthly. Charges for Services will be invoiced no later than thirty (30) days following the period in which Services were delivered, costs incurred and all relevant vendor or supplier invoices have been received, or the project milestone for payment is accomplished.

**11.2** Invoices may combine charges from multiple Task Orders, unless otherwise defined for a specific Task Order.

**11.3** Invoices shall include:

- (a) Total of all charges represented on the invoice.
- (b) Itemization by Task Order and as further instructed within the Task Order.
- (c) Copies of third-party invoices representing a basis for the invoiced charge.
- (d) Any other detail as may be specified within the related Task Order.

**11.4** Unless otherwise defined in the Task Order, invoices are due and payable to the Provider within thirty (30) days of receipt of the invoice by the Recipient. An invoice may be disputed within the thirty (30) day period. Any Provider-proposed resolution will restart the thirty (30) day period for payment, without waiving the Recipient's rights to dispute resolution under Section 5.

**11.5** Invoiced amounts may be changed upon mutual consent of parties pursuant to Section 10 and each affected Task Order.

**11.6** Disputes regarding invoices that cannot be otherwise resolved, the parties agree to follow the dispute resolution procedures set forth in Section 5.

## **SECTION 12 – PERSONNEL**

**12.1** Assigned staff. Provider shall designate the personnel to provide services to the Recipient. Recipient reserves the right to review the qualifications of personnel providing services under this Agreement, and to make recommendations regarding placement of such personnel for the benefit of Recipient.

**12.2** If the Recipient believes that the performance or conduct of any person employed or retained by the Provider to perform obligations under this Agreement is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, the Recipient will notify the Provider. The Provider will establish a plan to resolve the issue within a deadline agreeable to the Recipient. If a mutually acceptable solution can not be reached, the parties agree to follow the dispute resolution procedures set forth in Section 5.

**12.3** Access to Recipient facilities. The Recipient, depending on requirements of the Task Order, in its sole discretion, may approve any Provider employees requiring access to any Recipient facility. Should Recipient refuse access to any Provider employee attempting to act in accordance with this Agreement, the Provider shall not be held in

breach of this Agreement as to the Services affected.

**12.4** Staff substitution. In the event that Recipient notifies Provider that it wishes Provider to replace an employee of the Provider providing services to Recipient, Recipient and Provider shall meet to attempt to resolve Recipient's concerns. If the parties are not able to resolve Recipient's concerns within ten (10) days after Recipient's notice to Provider (or such later date agreed upon by both parties), provider shall exercise reasonable diligence to honor Recipient's requests to replace the staff member.

**12.5** Background checks. As may be required by the Recipient and the requirements of a Task Order, the Provider shall be responsible for conducting a background check on all personnel hired after the effective date of this Agreement or after the effective date of the related Task Order who provide services to the Recipient. The background investigation shall include but not be limited to, a credit check and criminal records check for misdemeanors and felonies. If requested by the Recipient, background checks will be performed on current employees that have access to the Recipient's sensitive data.

**12.6** Staff Direction. In situations where Maplewood's staff receives direction from Roseville's staff or Roseville's staff receives direction from Maplewood's staff that may be in conflict with either Maplewood's or Roseville's IT strategic direction, policy or guidelines, terms and conditions of this Agreement, or that may result in potential risk to either Party's shared infrastructure, the involved staff will immediately notify the Management Committee of such potential conflict and of the relevant policy, guideline or term or condition of this Agreement and delay implementing such direction, unless immediate action is required to ensure business continuity, until the conflict can be resolved in consultation with the Management Committee. The parties will provide one another and their respective staff members with copies of their respective strategic plans, policies, and guidelines and of this Agreement. Neither party is obligated to delay action based on a strategic plan, policy, guideline or term or condition of this Agreement if such copies have not been provided. The Management Committee will make best efforts to expedite identification and resolution of conflicts and provide prompt direction to their respective staff members. If the parties are not able to resolve the conflict, the provisions of Section 5 (Dispute Resolution) shall apply.

**12.7** Employees physically working at a facility of the other party will act in accordance with all policies and procedures regarding appropriate conduct in that party's workplace. Exceptions may be identified by the Provider and are subject to acceptance by the Recipient.

**SECTION 13 - TECHNOLOGY PLANNING**

**13.1** Strategic Information Technology planning. Maplewood and Roseville both engage in strategic technology planning that includes establishing a strategic IT direction, and determining technology initiatives and investments in accordance with Maplewood and Roseville strategic business goals.

**13.2** Each party is invited to participate in the other party's strategic planning process.

IN WITNESS WHEREOF, Maplewood and Roseville have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 15<sup>th</sup> day of July, 2011.

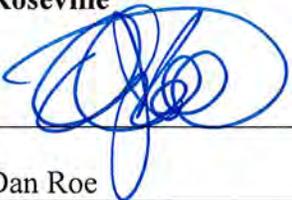
**City of Maplewood**

By: \_\_\_\_\_

Name: Will Rossbach

Title: Mayor

**City of Roseville**

By:  \_\_\_\_\_

Name: Dan Roe

Title: Mayor

**City of Maplewood**

By: \_\_\_\_\_

Name: Jim Antonen

Title: City Manager

**City of Roseville**

By:  \_\_\_\_\_

Name: William J. Malinen

Title: City Manager

## Information Technology Shared Service Agreement

### Task Order

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This Task Order is a specification of Services to be provided between the City of Maplewood and the City of Roseville; it is an addendum to the current Information Technology Shared Service Agreement (“Agreement”) and is subject to the terms and conditions of the Agreement.

Task Order #		Title	
Service Start Date		End Date	

Provider		POC	
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Recipient		POC	
-----------	--	-----	--

Skill Set		Task Order Cost	
		Billing Frequency	

Task Order Attachments:

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

EXHIBIT A – TASK ORDER TEMPLATE

1. **Billing Type**
2. **Delivery Price Notes/Remedy**
3. **Task Details/Scope of Work**
4. **Assumptions and Constraints**
5. **Task Communications/Management/Reporting**
6. **Quality/Measures/Remedy**
7. **Duration**
8. **Termination Provision**

IN WITNESS WHEREOF, Maplewood and Roseville have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF MAPLEWOOD

CITY OF ROSEVILLE

Mychal Fowlds  
Information Technology Director

Date

Terrence Heiser  
Information Technology Manager

Date

## AGENDA REPORT

**TO:** City Manager, Jim Antonen  
**FROM:** IT Director, Mychal Fowlds  
**SUBJECT:** **Approval to Enter into Collocation License Agreement with Ramsey County Library Board**  
**DATE:** July 5, 2011

### **Introduction**

For quite some time the Maplewood Police Department has had an office in the Maplewood Mall. At this time their connection to City Hall is no longer sufficient for their needs. We are currently connected to the Maplewood Library via North St. Paul fiber optics but still have no connection to the Maplewood Mall. This item would provide the partnership needed to solve this problem.

### **Background**

As stated above, we need a better connection for our officers at the Maplewood Mall. This agreement, between the Ramsey County Library Board and the City of Maplewood, would give us the ability to both collocate equipment in their data center at the Maplewood Library and place a small wireless antenna on their building. This antenna would then act as a wireless bridge to an identical antenna on the Maplewood Mall giving our officers a much faster connection back to City Hall. We feel this is a very creative solution that touches on the City Council's second goal of "Good Government" where we've successfully found a solution by partnering not only with another government entity but also with the Private Sector.

### **Budget Impact**

The signing of this agreement has no direct costs associated with it at this time.

### **Recommendation**

It is recommended that authorization be given to enter into a collocation license agreement with the Ramsey County Library Board.

### **Action Required**

Submit to City Council for review and approval.

Attachment

1. Collocation License Agreement

## COLLOCATION LICENSE AGREEMENT

This Collocation License Agreement (the "Agreement") is between **Ramsey County Library Board ("Grantor") and the City of Maplewood ("Grantee")** collectively referred to as ("Parties"). Grantor is a statutorily authorized board pursuant to Minnesota Chapter 134 and Grantee is a statutory city.

### RECITALS

- A. Under Minn. Stat. §§ 471.59, Subd. 10, the Parties are empowered to enter into agreements for the joint exercise of powers with other governmental units for public purposes.
- B. The Parties have the right to own telecommunications equipment for their own use and to enter into agreements with other entities conveying title to or otherwise granting rights to use telecommunications facilities.
- C. Grantor currently maintains a data center, surrounding grounds, and parking area, (the "Premise") located at 3025 Southlawn Drive – Maplewood, Minnesota.
- D. Grantor has sufficient facility space and electrical capacity ("Collocation Space") in the Premise for the collocation of Grantee network & telecommunications equipment ("Equipment").
- E. Grantee desires access to a portion of the Premise to locate its Equipment and to obtain a collocation license (the "License") to the Premise.
- F. Grantor having the right and authority to do so has agreed to provide the License to Grantee under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### SECTION 1 – JOINT AND COOPERATIVE AGREEMENT

**1.1** The Effective Date of this Agreement shall be the date both Parties have approved and executed the Agreement.

**1.2** The Parties hereby form this Agreement pursuant to Minn. Stat. §471.59, which allows two or more governmental units to jointly and cooperatively exercise any power common to the contracting parties or any similar powers. The purpose of the

Agreement is to facilitate the shared use of a communications facility in accordance with the terms of this Agreement. The Parties intend to be governed by Subd. 1(a) of Section 471.59 and do not hereby assume responsibility for the acts or omissions of the other party.

## **SECTION 2 – TERM AND TERMINATION**

**2.1** The initial term of the Agreement shall be for one (1) year and, subject to the ability of the Grantor to extend the term as described in Section 2.3, the Agreement shall be automatically renewed for subsequent one (1) year terms. Grantee may terminate the Agreement at any time during the initial and extended terms with 120 days written notice to the Grantor.

**2.2** The License shall be provided to the Grantee at no cost (\$0.00) however the Grantor shall have the right to assess the costs associated with maintaining the Grantee's share of the Collocation Space and shall be provided the right to recover a reasonable share of these costs from the Grantee. Notice of any pending charges shall be presented in writing to the Grantee, and acknowledged and accepted by the Grantee, 120 days prior to the beginning of assessed charges.

**2.3** Either party may terminate this License Agreement without cause or for any reason whatsoever at any time upon 90 days written notice to the other party.

**2.4** Either party may terminate the Agreement if the other party materially breaches any warranty, representation, agreement, or obligation contained or referred to in the Agreement, provided the non-breaching party has given the breaching party notice of such breach and there has been a failure to cure such breach within a 60 calendar day cure period, after receipt of such notice.

**2.5** Upon termination of the Agreement the Grantee shall be provided a maximum of 120 days to remove all Grantee Equipment from the Premises.

## **SECTION 3—LICENSE TO OCCUPY AND PERMISSIBLE USE**

**3.1** As of the Effective Date, Grantor hereby grants to Grantee, and Grantee hereby acquires from Grantor a License to install, operate, maintain, and repair Grantee provided Equipment in a portion of the Premises as shown in Exhibit A attached hereto (the "Equipment Space").

**3.2** Grantee shall install the Equipment in the Equipment Space at Grantee's sole cost and expense. The Equipment shall be installed, maintained and operated in the

Equipment Space by authorized and qualified technicians of Grantee, or its designee. The Grantee shall retain ownership of the Equipment at all times during and after the term of the agreement.

**3.3** Grantee shall use the Equipment Space and the Equipment installed within the Premise solely to provide communications services to or for the benefit of itself and its customers. Grantee shall not prohibit or interfere with the use of the Premises or any portion thereof, by Grantor or other tenants, customers or occupants of the Premises. Grantee shall not sublicense, lease, rent, share, resell or allow the use of the Equipment or Equipment Space, in whole or in part, by any third party, including but not limited to other providers of computer or communications services, without Grantor's prior written consent.

**3.4** Grantor shall maintain the Equipment Space in a clean and safe condition which does not interfere with the Grantee's operation of the Equipment.

**3.5** Grantor shall provide at least two (2) weeks advance notice to Grantee before performing any activities within the Collocation Space provided under this Agreement that could reasonably be expected to affect the operation of Grantee's Equipment in the Collocation Space. The Grantee shall have the right to install, maintain, and operate any additional Equipment subject to Grantor's reasonable discretion to approve or deny the Grantee's proposed additional Equipment based on their affect on Grantor's current or proposed future operations.

#### **SECTION 4--ACCESS**

Grantor hereby grants to Grantee the right of ingress and egress to the Premise, including the surrounding grounds and parking area whenever Grantee determines, in its sole discretion that it is necessary to perform installation, maintenance and other functions with respect to the Equipment in the Collocation Space. Specifically, Grantor shall provide Grantee with keys and/or electronic security cards to enable Grantee to have access to the Premise on a 24-hour per day, 7-day per week basis.

#### **SECTION 5- NOTICES**

For purposes of all notices and other communications required or permitted to be given under this Agreement, the addresses of the Parties will be as indicated below. All notices will be in writing and will be deemed to have been duly given if sent by facsimile, the receipt of which is confirmed by a printed transmission confirmation page, or if sent by first class registered or certified mail or equivalent, return receipt requested, addressed to the Parties at their addresses set forth below

If to Grantor:

Ramsey County Library  
Attention: Support Services Manager  
2180 Hamline Avenue N  
Roseville, MN 55113

If to Grantee:

City of Maplewood  
Attention: Information Technology Director  
1830 County Road B East  
Maplewood, MN 55109

## **SECTION 6- ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

**6.1** Neither the Grantor nor the Grantee may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld.

**6.2** Any amendment to this Agreement must be in writing and will not be effective until executed and approved by the governing body of each Party.

**6.3** If either Party fails to enforce any provision of this Agreement, such failure does not waive the provision or the Party's right to enforce it at a later time.

**6.4** This Agreement contains all negotiations and agreements between the Grantee and the Grantor. No other understanding regarding this Agreement, whether written or oral, may alter the expressed terms of this Agreement.

## **SECTION 7- SEVERABILITY**

Should any provision of this Agreement be held invalid, illegal and/or unenforceable for any reason, the remainder of this Agreement shall not thereby be invalidated but shall remain in full force and effect.

## **SECTION 8- LIABILITY, INSURANCE AND INDEMNIFICATION**

**8.1** Each Party to this Agreement shall be liable for its own acts or omissions and those of its own employees. Neither Party shall be responsible for the acts of the other Party, its agents or employees.

**8.2** Liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, the Minnesota

Tort Claims Act, Minn. Stat. §471.59, and other applicable law. Each Party warrants that they are able to comply with the aforementioned liability requirements through an insurance or self-insurance program and that each has coverage consistent with the liability limits contained in Minn. Stat. Ch. 466

**8.3** This Agreement does not constitute a waiver by either Party of limitations or exceptions on liability provided by Minnesota Statutes, Chapter 466, or other applicable law. This clause will not be construed to bar any legal remedies that each Party may have for the other Party's failure to fulfill its obligations under this Agreement.

**8.4** Each Party shall defend, indemnify and hold other Party harmless from any and all liability, on account of injury to persons or damage to property occasioned by the alleged negligence of the indemnifying Party. Neither Party shall be indemnified for losses or claims occasioned by its own negligence. Under no circumstances shall a party be required to pay on behalf of itself or the other party, any amount in excess of the limits on the liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of the liability for the parties may not be added together to determine the maximum amount of liability for any party.

**8.5** In the event a suit is brought against a Party under circumstances where this agreement to indemnify applies, the indemnifying Party at its sole cost and expense shall defend the other Party in such suit if written notice thereof is promptly given to the indemnifying Party within a period wherein it is not prejudiced by lack of such notice. If a Party is required to indemnify and defend, it will thereafter have control of such litigation, but may not settle without the consent of the indemnified Party, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the indemnifying Party.

#### **SECTION 9– GOVERNMENT DATA PRACTICES ACT**

This Agreement is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. If either Party receives a request for a Data request affecting data or property of the other Party, the Party receiving the request shall immediately notify the other Party of the request and of the scope of intended disclosure. Each Party retains its full rights under the Act.

#### **SECTION 10– DISPUTE RESOLUTION**

If the Parties are unable to resolve any dispute arising out of this Agreement, they agree that prior to commencement of litigation; they will select and retain a mutually acceptable mediator in a good faith attempt to resolve the dispute. The parties shall share the cost of the mediator equally. If mediation is unsuccessful, the Parties may each pursue any and all legal and equitable remedies. The venue for any litigation

arising out of this Agreement shall be Ramsey County District Court, Ramsey County, Minnesota.

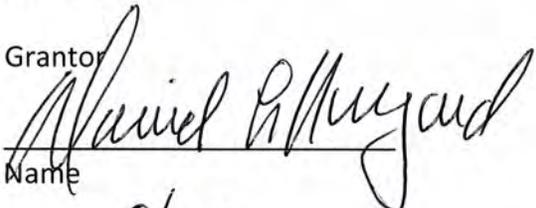
**SECTION 11 – NON-VIOLENT WORKPLACE**

The Grantee shall make all reasonable efforts to ensure that the Grantee’s employees, officials, and subcontractors do not engage in violence while performing under this contract. Violence, as defined by the Ramsey County Workplace Violence Policy, is any action that is the use of physical force, harassment, or intimidation or abuse of power or authority where the impact is to control by causing pain, fear, or hurt.

**SECTION 12 – NO THIRD PARTY BENEFICIARY**

This Agreement is made solely and specifically among and for the benefit for the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Grantor  
  
Name  
Chair  
Title  
6/15/11  
Date

Grantee  
\_\_\_\_\_  
Jim Antonen  
City Manager  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Will Rossbach  
Mayor  
\_\_\_\_\_  
Date

  
APPROVED TO FORM  
ASSISTANT RAMSEY COUNTY ATTORNEY  
6/20/11

Equipment Location

**Equipment Location:**  
Approximately 15"x15" wall space for the installation of a wall-mounted Ethernet switch.

**Power Receptacle:**  
15 amp outlet or equivalent for Ethernet switch.

**Radio Location:**  
CAT5E cable to roof mounted Antenna/Radio

TELECOMM

Power Receptacle

STAFF LOUNGE

CAT5E Ethernet Cable to Roof Mounted Antenna

HALLWAY

TO LOBBY

HALLWAY

## AGENDA REPORT

**TO:** City Manager, Jim Antonen  
**FROM:** IT Director, Mychal Fowlds  
**SUBJECT:** **Approval to Make Payment for Safari Yearly Support Contract**  
**DATE:** July 5, 2011

### **Introduction**

Support contracts for software are a major necessity due to the fact that there are always fixes and updates and without the support contracts we're entitled to none of these. Also, in order to speak with any of our third party vendors a support contract is required.

### **Background**

The Maplewood Park and Recreation department and the Maplewood Community Center purchased Recware Safari roughly 7 years ago and the support contract is due.

### **Budget Impact**

This purchase has been planned for and will be funded from the 2011 IT Fund in the amount of \$12,042.19.

### **Recommendation**

It is recommended that authorization be given to pay the support contract for Safari so as to keep current with updates and to keep Safari support available for staff.

### **Action Required**

Submit to City Council for review and approval.

Attachment

1. Safari Invoice



**Contact Info:**

10182 Telesis Court, 1st floor  
 San Diego, CA 92121 United States  
 Phone: 888-543-7223 Option 4 • Fax: 858-652-6220  
 Questions? Email us at [ActiveAR@active.com](mailto:ActiveAR@active.com)

# INVOICE

Cust #	Invoice #	Invoice Date	Customer PO #
2921	4100007009	08-JUN-11	

**Bill To:**

CITY OF MAPLEWOOD  
 Attn: Accounts Payable  
 1830 E COUNTY RD B  
 MAPLEWOOD, MN 55109 United States

**Ship To:**

CITY OF MAPLEWOOD  
 Attn: Mychal Fowlds  
 1830 E COUNTY RD B  
 MAPLEWOOD, MN 55109 United States

Sales Person	Service Contract #	Deal Id	Terms	Due Date	Transaction Type	Curr
Maint Renewal	SC4100003525-1		30 NET	08-JUL-11	INV-INC COM SOL	USD

Ln	Item #	Description	Covered Qty	Duration	Unit Price	Amount <small>(Covered Qty X Unit Price)</small>
1	71574MR	Safari - Maintenance & Support Renewal - Central:01-JUL-2011:30-JUN-2012:	1.00	1 Year	2,498.75	2,498.75
2	71446MR	Safari - Maintenance & Support Renewal - Registration (includes Flex Reg):01-JUL-2011:30-JUN-2012:	1.00	1 Year	998.75	998.75
3	71441MR	Safari - Maintenance & Support Renewal - Memberships:01-JUL-2011:30-JUN-2012:	1.00	1 Year	998.75	998.75
4	71444MR	Safari - Maintenance & Support Renewal - Premium Point of Sale:01-JUL-2011:30-JUN-2012:	1.00	1 Year	998.75	998.75
5	71438MR	Safari - Maintenance & Support Renewal - League Scheduling:01-JUL-2011:30-JUN-2012:	1.00	1 Year	998.75	998.75
6	71435MR	Safari - Maintenance & Support Renewal - Additional Concurrent Seats:01-JUL-2011:30-JUN-2012:	3.00	1 Year	250.00	750.00
7	71447MR	Safari - Maintenance & Support Renewal - Registration Online:01-JUL-2011:30-JUN-2012:	1.00	1 Year	3,497.50	3,497.50
8	71435MR	Safari - Maintenance & Support Renewal - Additional Concurrent Seats:01-JUL-2011:30-JUN-2012:	2.00	1 Year	250.00	500.00

<b>Sub-total:</b>	11,241.25
<b>Tax Total:</b>	800.94
<b>Invoice Total:</b>	12,042.19
<b>Payment Received:</b>	0.00
<b>Balance Due:</b>	12,042.19

**Please Pay this Amount:**

Please Remit Check Payment to our Lockbox:  
 The Active Network  
 Lockbox 9634  
 Los Angeles, CA 90084-9634

Please Remit Wire/ACH Instructions to:  
**Beneficiary's Bank:** Wells Fargo Bank, N.A  
**Beneficiary's Bank SWIFT BIC:** WFBUS6WFFX  
**Beneficiary's Account Number:** 4121826887  
**Beneficiary's Bank Routing Number:** 121000248  
**Beneficiary's Name:** The Active Network, Inc.  
**Beneficiary's Address:** 10182 Telesis Court, San Diego, CA

## MEMORANDUM

**TO:** James Antonen, City Manager  
**FROM:** DuWayne Konewko, Parks and Recreation Director  
 Ginny Gaynor, Natural Resources Coordinator  
**SUBJECT:** **Consider Approval of Bid for Boulevard Tree Inventory**  
**DATE:** July 1, 2011 for July 11, 2011 meeting

### INTRODUCTION

On May 9, 2011, Maplewood City Council approved an Emerald Ash Borer (EAB) Management Plan and authorized staff to seek bids for a boulevard tree inventory. Two bid proposals have been received for this project.

### DISCUSSION

In May 2011, City Council approved an Emerald Ash Borer (EAB) Management Plan. One of the recommendations in the plan was to conduct a complete boulevard tree inventory. A boulevard tree inventory will allow the city to use pre-emptive removal as an EAB management strategy. In addition, the inventory provides a scientific basis for our management of trees and will enable us to better plan for replanting.

Bids were received from two contractors to complete an inventory of boulevard trees along Maplewood city streets. Both contractors have extensive experience conducting tree inventories:

Rainbow Tree Care:	\$45,532
S&S Tree Specialists:	\$18,000, not to exceed \$20,000

Staff recommends that council accept the bid from S&S Tree Specialists. This is the lower bid and this company conducted our park tree inventory in 2011.

On May 9, 2011, council approved funding for the boulevard tree inventory and specified funding as follows: available funds from Tree Preservation Fund, up to \$10,000 from the available fund balance in the CIP fund, and any balance necessary should come from fund reserves. Staff recommends funding as follows: \$7500 from Tree Preservation Fund, \$10,000 from available fund balance in the CIP fund, and up to \$2500 from open space operating funds (101-605).

### RECOMMENDATION

Staff requests that City Council consider approval of the bid from S&S Tree Specialists for a boulevard tree inventory, in an amount not to exceed \$20,000.

Staff recommends funding as follows: \$7500 from Tree Preservation Fund, \$10,000 from available fund balance in the CIP fund, and up to \$2500 from open space operating funds (101-605).

## AGENDA REPORT

**TO:** James Antonen, City Manager  
**FROM:** Michael Thompson, City Engineer / Dep. Public Works Director  
Steven Love, Assistant City Engineer  
Jon Jarosch, Civil Engineer 1  
**SUBJECT:** **Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, Western Hills Area Street Improvements, Project 10-14**  
**DATE:** June 29, 2011

### INTRODUCTION

The city council will consider approving the attached resolution directing the modification of the existing construction contract for the Western Hills Area Street Improvements, City Project 10-14. The modifications to the contract include additional tree removals and the addition of 5 access manholes to the Fenton Avenue underground storm water detention system. These modifications result in an increase to the overall construction contract.

### BACKGROUND

On May 9, 2011, the council awarded T.A. Schifsky and Sons, Inc. a construction contract for utility and roadway improvements in the amount of \$ 5,406,359.31. This contract included a base bid and 8 bid alternates. The utility improvements include the construction of an underground storm water detention system under Fenton Street to help regulate runoff flow rates discharging onto Saint Paul Regional Water Service property. The project includes the construction of sidewalk along Larpenteur Avenue, Jackson Street, and Adolphus Street.

### DISCUSSION

City staff recognizes the value of trees and considers them an asset to the neighborhood. During the design phase of the project, staff designed the project to try to save as many trees as possible. Once construction began on the Western Hills Project staff recognized that the removal of some of the trees was unavoidable to successfully complete planned construction activities and additional tree removal quantities were required within some of the planned removal areas. This resulted in an increase to our tree removal quantities and costs as detailed on the following page.

The underground storm water detention system in Fenton Street was originally designed to include only one access manhole. After discussions with the manufacturer it was determined that additional access points would be necessary to properly maintain the system. These additional manholes resulted in an increased cost as detailed on the following page.

Summarized as follows:

Additional Tree Removals	\$21,639.80
Additional Access Manholes –Fenton Storm System	<u>\$ 7,668.10</u>
Net Project Cost Increase	<b>\$29,307.90</b>

**BUDGET**

Approval of Change Order No. 1 will increase the project construction contract amount by \$29,307.90 to \$5,435,667.21. No adjustments to the approved budget are needed at this time.

**RECOMMENDATION**

Staff recommends that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, for the Western Hills Area Street Improvements, City Project 10-14.

Attachments:

1. Resolution Directing Modification of Existing Construction Contract, Change Order No. 1
2. Change Order Form
3. Location Map

**RESOLUTION  
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT  
PROJECT 10-14, CHANGE ORDER NO. 1**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 10-14, Western Hills Area Street Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 10-14, Change Order No. 1.

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

1. The mayor and city clerk are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$29,307.90.

The revised contract amount is \$5,435,667.21

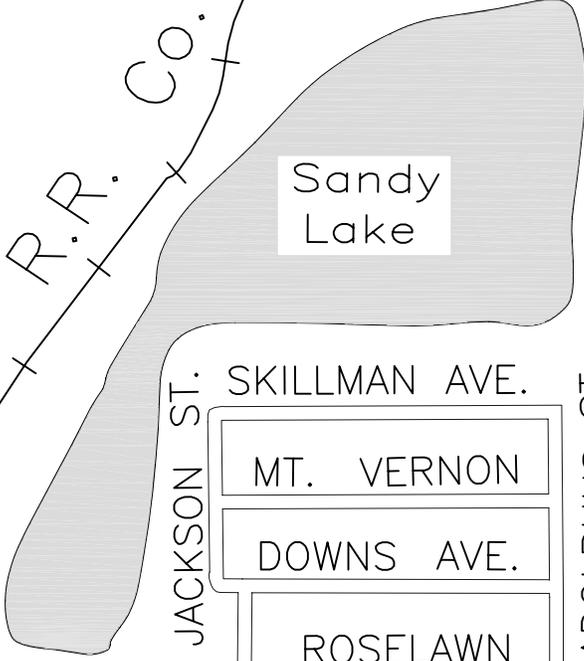
Adopted by the Maplewood City Council on this 11<sup>th</sup> day of July 2011.





COUNTY RD. B

Line R.R. Co.



Sandy Lake

JACKSON ST.

SKILLMAN AVE.

MT. VERNON

DOWNNS AVE.

ROSELAWN

ADOLPHUS ST. AVE.

MISSISSIPPI ST.

SLOAN ST.

ELD RIDGE

BELMON

ST. SKILLMA

EDGEMONT

ARKWRIGHT

CLARK

MT VERNON

TOENJES PL Roselawn Park

BELLWOOD AVE.

SUMMER AVE.

FENTON AVE.

ST.

JACKSON ST.

SYLVAN ST.

GURNEY ST.

ABEL ST.

BEAUMONT

CITY HEIGHTS DR.

AGATE ST.

ONACREST

ADOLPHUS ST.

Western Hills

LARPE

NTEUR

SLOAN ST.

BELWOOD

SUMMER LN.

RIPLE AVE

McMENEY

SOPHIA ST.

AVE. ST.

EDGEMONT

ARKWRIGHT

# Capital Improvement Project for 2011

## Western Hills/Larpenteur Area Street Improvement

### City Project 10-14



## AGENDA REPORT

**TO:** James Antonen, City Manager  
**FROM:** Michael Thompson, City Engineer/ Dep. Public Works Director  
Bill Prierer, Public Works Operations Analyst  
**SUBJECT:** **Resolution Approving Final Payment and Acceptance of Project for Lift Station #18 Rehabilitation, City Project 05-29**  
**DATE:** June 22, 2011

### INTRODUCTION

The contractor, Jay Bros., Inc., has completed the improvements for the Lift Station #18 Rehabilitation, City Project 05-29. The city council will consider approving the attached resolution for acceptance of the project and approving final payment.

### BACKGROUND

The rehabilitation of Lift Station #18 was ordered by the City Council on August 14, 2006. Construction began in September of 2006 and was substantially complete in the summer of 2007 with some minor issues that that were not resolved until 2009.

On August 28, 2006, the city council awarded Jay Bros., Inc. a construction contract in the amount of \$98,606.36, and subsequently approved Change Order 1 in the amount of \$3,286.00 on June 11, 2007. The final construction cost is \$104,020.27.

The final payment due on this contract will be made to the United States Treasury since the Internal Revenue Service has a tax levy on Jay Bros., Inc.

### BUDGET

The current approved budget for the project is \$120,000. The expenses incurred to date, including Change Order 1, total \$104,020.27 resulting in an overall project savings.

### RECOMMENDATION

It is recommended that the city council approve the attached resolution Approving Final Payment and Acceptance of Project, for Lift Station #18 Rehabilitation, City Project 05-29.

Attachments:

1. Resolution
2. Final Payment Application

**RESOLUTION**  
**APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT**  
**LIFT STATION #18 REHABILITATION, CITY PROJECT 05-29**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered Improvement Project 05-29, Lift Station #18 Rehabilitation, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the City Engineer for the City of Maplewood has determined that the Lift Station #18 Rehabilitation project, City Project 05-29, is complete and recommends acceptance of the project.

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

1. City Project 05-29 is complete and maintenance of these improvements is accepted by the city; and the final construction cost is \$104,020.27. Final payment to the United States Treasury, and the release of any retainage or escrow is hereby authorized.

Approved this 11<sup>th</sup> day of July 2011.

APPLICATION FOR PAYMENT NO. 4 and Final

SEH No: A-MAPLE0606.00

Location: Maplewood, Minnesota

City Project No: 05-29

Contractor:	<u>Jay Bros., Inc.</u>	Owner:	<u>City of Maplewood</u>
	<u>PO Box 700</u>		<u>1830 County Road B East</u>
	<u>Forest Lake, MN 55025</u>		<u>Maplewood, MN 55109-2702</u>

Contract for:	<u>Lift Station #18 Rehabilitation</u>	Contract Date:	<u>July 25, 2006</u>
Period Ending:	<u>February 8, 2011</u>	Contract Amount:	<u>\$98,606.36</u>

No.	Item	Unit	Est. Qty.	Quantity to		Unit Price	Total
				Date			
1	MOBILIZATION	LS	1	1		\$5,000.00	\$5,000.00
2	COMMON EXCAVATION (P)	CY	172	172		\$24.10	\$4,145.20
3	SELECT GRANULAR BORROW (LV)	CY	220	275.31		\$26.45	\$7,281.95
4	SUBGRADE PREPARATION	SY	19	19		\$50.00	\$950.00
5	AGGREGATE BASE CLASS 5, 100% CRUSHED (CV)	TON	100	116.62		\$16.00	\$1,865.92
6	TYPE (B) LV 3 WEARING COURSE MIXTURE 3" THICK	TON	25	32		\$170.00	\$5,440.00
7	SODDING, TYPE LAWN	SY	80	80		\$6.00	\$480.00
8	12" CS PIPE	LF	35	53		\$25.00	\$1,325.00
9	SURFACE DRAIN ( MAPLEWOOD PLATE NO.307)	EACH	1	1		\$300.00	\$300.00
10	REMOVE SANITARY SEWER PIPE	LF	29	29		\$20.00	\$580.00
11	CONNECT TO EXISTING SANITARY SEWER	EACH	1	1		\$500.00	\$500.00
12	4" DIP FORCEMAIN	LF	44	30		\$88.64	\$2,659.20
13	LIFT STATION REHABILITATION	LS	1	1		\$55,565.00	\$55,565.00
14	FURNISH AND INSTALL VALVE VAULT	LS	1	1		\$8,142.00	\$8,142.00
15	TEMPORARY SANITARY SEWAGE PUMPING	LS	1	1		\$5,000.00	\$5,000.00
16	DEWATERING	LS	1	1		\$1,500.00	\$1,500.00
<b>TOTAL</b>							<b>\$100,734.27</b>



APPLICATION FOR PAYMENT NO. 4 and Final

<b>Original Contract Amount:</b>	<u>\$98,606.36</u>	<b>Total Amount Earned:</b>	<u>\$100,734.27</u>
Material Suitably Stored on Site, Not Incorporated into Work: .....		_____	
Change Order No. <u>1</u> :	<u>\$3,286.00</u>	Change Order % Complete <u>100%</u>	<u>\$3,286.00</u>
Change Order No. <u>   </u> :	_____	Change Order % Complete _____	_____
Change Order No. <u>   </u> :	_____	Change Order % Complete _____	_____
		Gross Amount Due:	<u>\$104,020.27</u>
		Less Retainage:	_____
		Amount Due to Date:	<u>\$104,020.27</u>
		Less Previous Applications:	<u>(\$98,819.26)</u>
		Amount Due This Application:	<u>\$5,201.01</u>

**CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred heretofore have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract (indicated below), and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Contract for: Lift Station #18 Rehabilitation

Location: Maplewood, Minnesota

Granite Re, Ins Surety for  
Jay Bros., Inc.  
(Contractor)

6-2-11  
(Date)

Joyce Holliday  
(Signature)

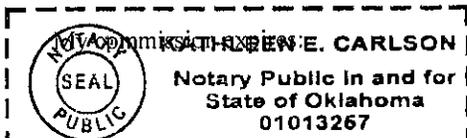
Joyce Holliday, Asst Sec.  
(Name and Title)  
Granite Re Inc

COUNTY OF Okla )  
STATE OF Okla ) SS

Before me on this 2nd day of June, 2011, personally appeared Joyce Holliday, known to be, (who) being duly sworn did depose and say that he/she is the Asst Secretary of the Contractor above mentioned that he/she executed the above Application for Payment and Affidavit on behalf of said Contractor and that all of the statements contained therein are true, correct, and complete.

Surety, Granite Re

Kathleen J. Carlson  
(Notary Public)



My/We undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him/her under this contract have been applied by him/her to discharge in full all of his/her obligations in connection with the work by all prior Applications for Payment.

Short Elliott Hendrickson Inc.

B. C. Peters  
(Signature)

By Barry C. Peters, Project Manager  
(Name and Title)

Date 6/2/11

Approved by:

City of Maplewood  
Michael Thompson  
(Signature)

By Michael Thompson, City Engineer  
(Name and Title)

Date 6/22/2011



## AGENDA REPORT

**TO:** City Manager, Jim Antonen  
**FROM:** IT Director, Mychal Fowlds  
**SUBJECT:** Approval to Purchase Phone Equipment off of State Contract  
**DATE:** July 5, 2011

### Introduction

The IT Department is looking to partner with the Metro-Inet group of cities for the replacement of our current phone system. This item is requesting authorization to purchase the phone equipment needed for this transition.

### Background

In 2003 the City purchased and installed its current phone system. While this phone system has served us well for the most part we have seen an increase in hardware failures over the past couple of years. The majority of these failures have been in cabinet/server locations meaning that any failure usually results with multiple users experiencing outages. With the realization that at some point the hardware simply will not be repairable we began the process of working with our current vendor to explore the possibility of upgrading our aging equipment and found that there really was no upgrade for our current system. With the exception of being able to use some of our current desk phones we would need to basically purchase a new system.

For some time we had been working with the Metro-Inet group of cities and were aware of the many advantages and economies of scale that we would gain by joining their Cisco based IP telephony system. We began discussing in greater detail the costs associated with the use of their system and found that our monthly costs would remain virtually the same. The differences being that the proposed monthly fees now include all of the services we previously had along with redundant connections to the outside world, reserved funds for replacing back-office equipment and access to their phone engineers.

Staff feels that there will be many other efficiencies and sharing of services in the future across all departments that will only be made easier by participating in a regional phone system that many of our neighbors are already taking part in. That along with the reasons given above is why we are requesting approval to utilize the State contract and purchase the equipment needed to join the IP telephony system offered by Metro-Inet.

### Budget Impact

The purchase of the phone equipment is proposed to be paid for with unbudgeted one time money in the General Fund fund balance at the end of 2010 per discussions with the City Council at the 4/11/2011 workshop. Staffs' recommendation was to use up to \$90,000 for the purchase of new phone equipment. On-going licensing costs have been budgeted for and will be paid by the IT Fund. Monthly costs per phone will be charged back to each department.

Attachment

1. CDW-G Quote

**Recommendation**

It is recommended that authorization be given to purchase phone equipment off of the State contract and to approve a transfer of up to \$90,000 from the General Fund to the IT Fund for the purchase and installation of the phones and that authorization be given to the Finance Manager to make the appropriate budget adjustments.

**Action Required**

Submit to City Council for review and approval.

Attachment

1. CDW-G Quote



# PRICE QUOTE

200 N. Milwaukee Ave  
 Vernon Hills, IL 60061  
 847.465.6000  
 847-371-7458 Fax

Project: UC  
 Attention: Mychal Fowlds  
 Prepared for: City of Maplewood  
 1830 County Road B E  
 Maplewood, MN 55109-2702

QUOTE ID: 72020  
 Revision: 3  
 CUSTOMER ID: 7308  
 QUOTE DATE: 07/05/2011  
 QUOTE EXPIRES: 08/05/2011  
 PAYMENT TERMS: Net 30 Days  
 FOB: Port of Origin

Sales Person: Tim Gainor  
 Phone: (763) 592-5930  
 Email: tim.gainor@cdw.com  
 ISR: Robin Wiggins  
 Phone: (763) 592-5913  
 Email: Robin.Wiggins@cdw.com

Qty	Part Number	Description	Customer Discount	List Price	Customer Price	Customer Extended Price
16	CP-7965G=	Cisco UC Phone 7965, Gig Ethernet, Color, spare	42.5%	\$ 595.00	\$ 342.13	\$ 5,474.08
119	CP-7945G=	Cisco UC Phone 7945, Gig Ethernet, Color, spare	42.5%	\$ 465.00	\$ 267.38	\$ 31,818.22
35	CP-7911G=	Cisco UC Phone 7911G	42.5%	\$ 225.00	\$ 129.38	\$ 4,528.30
<b>Sub Total: \$ 41,820.60</b>						
15	ATA187-I1-A=	Cisco ATA 187 with configurable impedance	42.5%	\$ 300.00	\$ 172.50	\$ 2,587.50
15	ATA187PWRCORD-NA	ATA187 power supply cable for North America		\$ -	\$ -	\$ -
15	CON-SNT-ATA18711	SMARTNET 8X5XNBD Cisco ATA 187 with 600 ohm impedance	20%	\$ 24.00	\$ 19.20	\$ 288.00
<b>Sub Total: \$ 2,875.50</b>						
14	CP-7915=	7915 UC Phone Grayscale Expansion Module	42.5%	\$ 395.00	\$ 227.13	\$ 3,179.82
14	CP-PWR-CUBE-3=	IP Phone power transformer for the 7900 phone series	42.49%	\$ 45.00	\$ 25.88	\$ 362.32
14	CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	42.5%	\$ 10.00	\$ 5.75	\$ 80.50
12	CP-SINGLFOOTSTAND=	Footstand kit for single 7914, 7915, or 7916	42.48%	\$ 33.00	\$ 18.98	\$ 227.76
1	CP-DOUBLFOOTSTAND=	Footstand kit for 2 7914s, 7915s, and 7916s	42.5%	\$ 38.00	\$ 21.85	\$ 21.85
<b>Sub Total: \$ 3,872.25</b>						
7	L-CM-DL-100=	Unified CM Device License For ELD - 100 Units	42.5%	\$ 5,000.00	\$ 2,875.00	\$ 20,125.00
<b>Sub Total: \$ 20,125.00</b>						
1	UNITYCN7-LIC-UPG	Unity Connection, SW Feature License Add-ons		\$ -	\$ -	\$ -
210	UNITYCN7-USR	One Unity Connection User - All user Features	42.49%	\$ 65.00	\$ 37.38	\$ 7,849.80
1	UNITYCN7-PAK	Product Activation Key for Unity Connection 7.0		\$ -	\$ -	\$ -
1	CON-ESW-UNICN7LU	ESSENTIAL SW Unity Conn SW Feature Lic Add-ons TopLvl		\$ -	\$ -	\$ -
210	CON-ESW-UNICN7U	ESSENTIAL SW One Unity Connection	20%	\$ 8.00	\$ 6.40	\$ 1,344.00



# PRICE QUOTE

QUOTE ID: 72020 Revision: 3

Prepared for: City of Maplewood

Qty	Part Number	Description	Customer Discount	List Price	Customer Price	Customer Extended Price
210	UCSS-MSG-1-1	UCSS for Messaging - 1 Year - 1 User	42.5%	\$ 10.00	\$ 5.75	\$ 1,207.50

Sub Total: \$ 10,401.30

Quote Total: \$ 79,094.65

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). SALES AND SERVICES ARE GOVERNED BY THE SIGNED AGREEMENT YOU MAY HAVE WITH CDW. IF NO SEPARATE AGREEMENT IS EFFECTIVE, THE TERMS AND CONDITIONS OF SALES AND SERVICES ARE LIMITED TO THOSE CONTAINED IN THE "TERMS & CONDITIONS" LINK AT WWW.CDW.COM. BY ORDERING OR ACCEPTING DELIVERY OF PRODUCTS OR BY ENGAGING CDW TO PERFORM OR PROCURE SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THOSE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN PROPOSALS, ORDERS, INVOICES, CONTRACTS, AND OTHER DOCUMENTS ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. THIS DOCUMENT IS CONFIDENTIAL.

## AGENDA REPORT

**TO:** James Antonen, City Manager  
**FROM:** R. Charles Ahl, Assistant City Manager  
 Michael Thompson, City Engineer/ Dep. Public Works Director  
 Steven Love, Assistant City Engineer  
**SUBJECT:** **Gladstone Area Redevelopment Improvements, Project 04-21**  
     **a. Assessment Hearing, 7:00 p.m.**  
     **b. Approve Resolution for Adoption of Assessment Roll**  
**DATE:** June 29, 2011

### INTRODUCTION

The land owner (Rand Corporation) and developer (Maplewood Senior Living, LLC) of the only parcel that is proposed for assessment on the project have been mailed a notice of the exact amount of the assessment, as well as notice that they must submit a written objection either at or prior to the hearing if they disagree with the assessment amount. This is a developer driven project with only the developer property being assessed. If an objection is filed by the developer, it would be a violation of the development agreement and the City would be pursuing a legal remedy, including redeeming the \$400,000 letter of credit; but the City goal would still be to sustain the assessment against the parcel. A closing to transfer the property from Rand Corporation to Maplewood Senior Living, LLC is scheduled for the afternoon of July 11<sup>th</sup>, after the date of this report's preparation. Any changes on the assessment issues will be provided at the time of the Assessment Hearing.

Final plans and specifications for the above referenced project were approved and advertisement for bids was authorized at the April 25, 2011 council meeting. The bid opening was held at 10:00 am on June 3, 2011 and a construction contract was awarded on June 27, 2011 to Lunda Construction Company in the amount of \$3,529,950.25. The council accepted the assessment roll and ordered the assessment hearing for the project at the April 25, 2011 meeting. The assessment hearing was originally scheduled for May 23, 2011; was continued until June 27, 2011 and again continued to July 11, 2011 due to delays in closing on the property. An assessment notice was sent to both the land owner (Rand Corporation) and developer (Maplewood Senior Living, LLC) of the only parcel that is proposed for assessment. The public improvements (installation of the public road and utilities) are scheduled to begin the week of July 4, 2011 and the developer has signed all necessary developer agreements.

### BUDGET IMPACT

The assessment amount is not directly dependent on the actual amount of the bid, but rather on a pre-determined assessment amount as outlined in the developer agreement. The method of assessment is the same as was outlined in the feasibility study. The proposed assessment amount of \$2,200,000 remains consistent with the original financing plan, approved in March 28, 2011. The developer property will be fully assessed the amount of \$2,200,000.00 over a 20 calendar year period at a 5.0% interest rate. Therefore there is no impact on the original financing plan. The proposed assessment will be for costs relating to the street and utility improvements.

## **RECOMMENDATION**

It is recommended that the city council approve the attached Resolution for the Adoption of the Assessment Roll for Gladstone Area Redevelopment Improvements, Project 04-21.

Attachments:

1. Resolution: Adoption of the Assessment Roll
2. Assessment Roll
3. Location Map

## RESOLUTION ADOPTING ASSESSMENT ROLL

WHEREAS, pursuant to a resolution adopted by the City Council on April 25, 2011, calling for a Public Hearing on May 23, 2011, the assessment roll for the Gladstone Area Redevelopment Improvements, City Project 04-21, was presented in a Public Hearing format, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the City Council opened and continued said Public Hearing from May 23, 2011 to June 27, 2011, and

WHEREAS, the City Council opened and continued said Public Hearing from June 27, 2011 to July 11, 2011, and

WHEREAS, no property owners have filed objections to their assessments according to the requirements of Minnesota Statutes, Chapter 429;

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

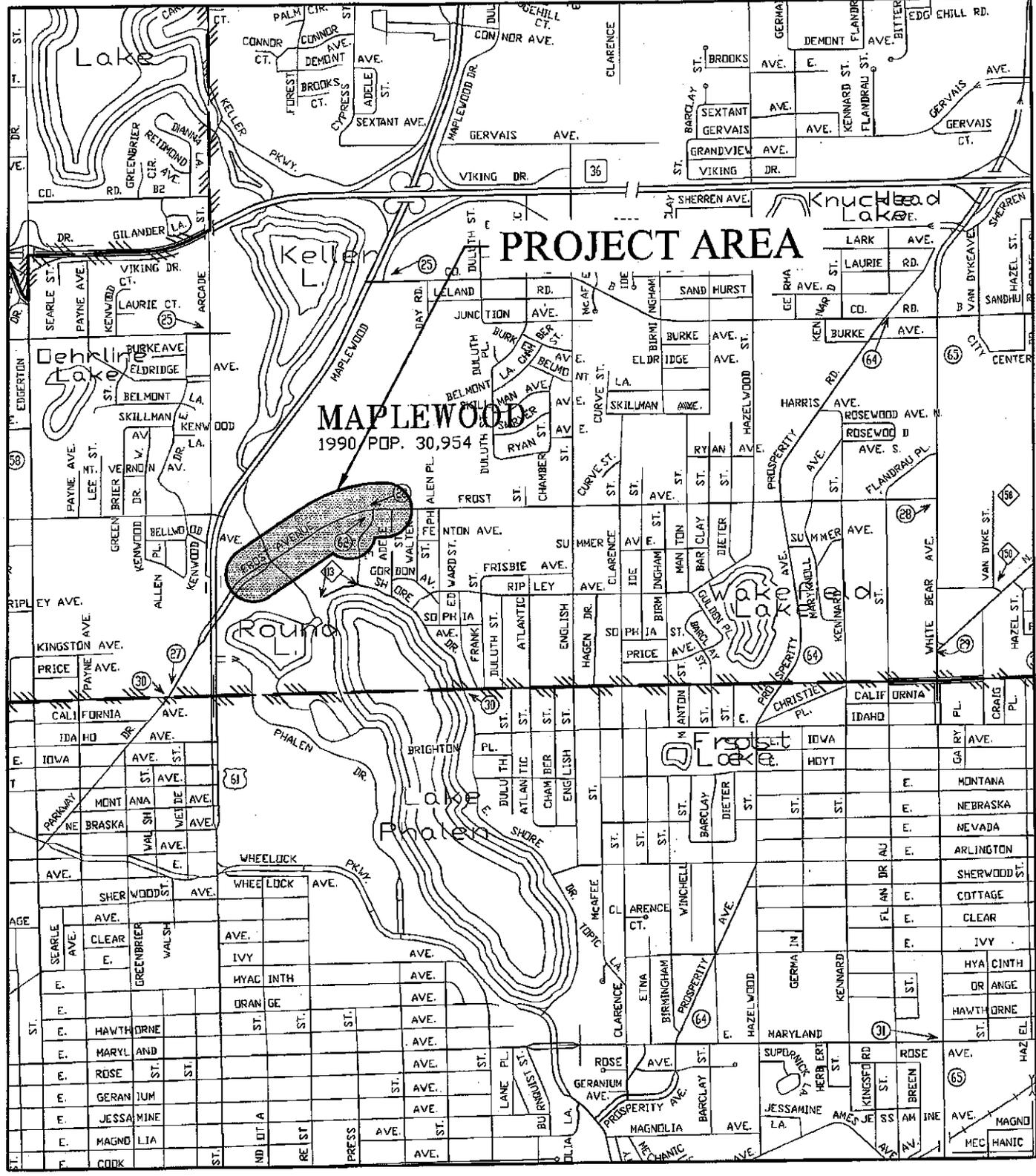
1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. The assessment roll for the Gladstone Area Redevelopment Improvements, a copy of which is attached hereto and made a part hereof, is hereby adopted. Said assessment roll shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
3. Such assessments shall be payable in equal annual installments extending over a period of 20 years, the first installments to be payable on or before the first Monday in January 2012 and shall bear interest at the rate of 5.0 percent per annum for the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2011. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
4. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, but no later than November 15, 2011, pay the whole of the assessment on such property, with interest accrued to the date of the payment, to the city clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and they may, at any time after November 15, 2011, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
5. The City Engineer and City Clerk shall forthwith after November 15, 2011, but no later than November 16, 2011, transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the Council on this 11<sup>th</sup> day of July 2011.

**Gladstone Area Redevelopment  
City Project 04-21  
Final Assessment Roll**

<b>Parcel ID</b>	<b>Street Number</b>	<b>Street</b>	<b>City</b>	<b>ZIP</b>	<b>Deeded Acres</b>	<b>TOTAL ASSESSMENT</b>
162922310025	940	FROST AVE E	MAPLEWOOD	55109-4258	6	\$ 2,200,000.00

K:\TWC\_Civil\City\MAPLEWOOD\GLADSTONE\EXHIBITS\FEASIBILITY\GLADSTONE\_EXH-01.dwg May 29, 2009 - 12:41pm



  
City of Maplewood, Minnesota  
Department of Public Works  
Engineering Division

 **Kimley-Horn  
and Associates, Inc.**  
2200 UNIVERSITY AVE. WEST, SUITE 340N  
ST. PAUL, MINNESOTA 55114  
TEL. NO. (612) 645-4107  
FAX. NO. (612) 645-9196

**GLADSTONE AREA REDEVELOPMENT  
PHASE I  
CITY PROJECT 04-21  
LOCATION MAP  
EXHIBIT 1**

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## MEMORANDUM

**TO:** James Antonen, City Manager  
**FROM:** Shann Finwall, AICP, Environmental Planner  
**SUBJECT:** Trash Collection System Analysis - Consider Approval and Release of the Request for Proposals (RFP) for Comprehensive, Residential Trash Collection Services  
**DATE:** July 5, 2011, for the July 11 City Council Meeting

### BACKGROUND

On March 28, 2011, the City Council adopted a Resolution of Intent to Organize Trash Collection. The adoption of this resolution is required by Minnesota Statutes, Section 115A.94, subdivision 4 to begin the planning process for organized trash collection.

On April 25, 2011, the City Council approved a scope of work for the Trash Collection System Analysis. The scope included the formation of a Trash Hauling Working Group made up of two City Councilmembers (Councilmembers Nephew and Juenemann), three Environmental and Natural Resources Commissioners (Commissioners Schreiner, Trippler, Yingling), two city staff (Shann Finwall, Environmental Planner and Steve Kummer, Engineer), and the city's solid waste management consultant (Dan Krivit, Foth Infrastructure & Environment, LLC). The scope of work included five Working Group meetings in May and June to analyze trash collection systems and update the City Council monthly. All Working Group reports and outcomes will be approved by the full City Council.

### DISCUSSION

#### Goals and Objectives

The City Council adopted goals and objectives that will be referred to as the city continues to analyze trash collection systems:

1. Economic
  - a. Cost savings on road repairs and reconstruction.
  - b. Lower cost for residents (cost per household per month) due to competitive bidding.
2. Service
  - a. Greater leverage to correct problems with service.
  - b. Customized service options for residents such as:
    - 1) Rebates for extended vacations (e.g., over four weeks without service)
    - 2) Special collection options (e.g., garage-side pickup)
    - 3) Large/bulky items pick up.
    - 4) Special events pickups (e.g., Spring and Fall Clean Up events)
3. Environmental
  - a. To better manage solid waste and recycling.
  - b. Better able to direct waste to the best environmental destination.
  - c. Less gas and/or diesel burned.
  - d. Less CO<sub>2</sub> emitted into the atmosphere.
4. Safety
  - a. Safer streets.

5. Efficiency\*
  - a. Maximizing efficiency in solid waste collection.
6. Planning Process
  - a. Achieving the stated organized collection goals of the city.
  - b. Ensuring participation of all interested parties in the decision-making process.
7. Aesthetics
  - a. Less traffic, noise, and dust.
  - b. More consistent and neater looking streets during collection days.
8. Hauler Impacts\*
  - a. Minimizing displacement of collectors.

\*Required by state statute.

### **Working Group**

The Trash Hauling Working Group has met five times to analyze two areas of collection systems including a contractual (or “organized trash hauling”) system and improvements to the city’s subscription (or “open trash hauling”) system. A report on the proposed two-track strategy was given to the City Council during the May 23, 2011, City Council Workshop. An update by city staff and the consultant was provided to the City Council at its regular meeting on June 27, 2011.

### **Review of Request for Proposal**

The analysis of a contractual system included the creation of a request for proposal (RFP) for residential trash collection. On June 29 the Working Group finalized their review of the RFP and is prepared to present the document to the City Council for consideration and release.

Dan Krivit of Foth Environment & Infrastructure, LLC, has been contracted to assist the Working Group on the creation of the RFP. Mr. Krivit has submitted a cover memorandum and final RFP for the City Council’s consideration during the July 11 meeting (Attachments 2 and 3). A short summary of the contents of the RFP follows:

- City-wide trash collection for all single-family residential properties (properties with one to four units).
- Proposal options include: a contract for the entire city; or a contract for one to three of the city’s existing day certain trash pick up districts.
- Term of Contract: Five years with two one-year extensions possible.
- Proposals can be submitted by one hauler or a joint proposal from up to four haulers. Joint proposals can be submitted for the entire city contract option only.
- RFP specifies billing directly by the Hauler to the residents.
- RFP specifies City-owned trash carts. Financing of the carts is not yet finally specified within the RFP and is being worked on by city staff. The City could either pay for the carts at the beginning of the contract or amortize these cart costs throughout the term of the contract.
- RFP requires the vendor to submit a fixed base collection fee (BCF) for all properties, with variable disposal fee pricing depending on cart sizes (i.e., 20/30/60/90 gallon).

- Added service requirements include pick up of yard waste, bulky items, extra bags, Christmas trees, e-waste.
- RFP includes spring and fall city-wide clean ups and special events.
- RFP does not include trash collection from city buildings.
- Tentative dates for release of RFP:
  - July 11, 2011, City Council authorizes release
  - July 12, 2011, City releases RFP
  - July 21, 2011, pre-proposal meeting (for in-person questions and answers)
  - July 25, 2011, written questions due from haulers
  - August 2, 2011, written responses due from City
  - August 19, 2011, proposals due

### **Competitive Proposal Development and Negotiating Period**

The RFP and subsequent proposals are intended to serve as the final stages of the required planning period as described in Minnesota Statutes, section 115A.94. This also serves as the city's competitive proposal period to determine the best value for a city-wide trash collection system. Once the proposals have been submitted by the haulers, however, the required 90-day minimum negotiation period required by state statute will begin. During this period the Working Group will evaluate the proposals and the city will have additional discussions with the haulers.

### **City Council Review of All Proposals**

The two-tracks of the Trash Collection System Analysis will be reviewed simultaneously by the City Council, which is tentatively scheduled for September 26, 2011. During this review the City Council will receive a final report from the Trash Hauling Working Group on possible improvements to the City's existing open trash collection system and recommendations on proposals received during the competitive and negotiation periods.

### **RECOMMENDATION**

Approve the attached resolution authorizing the release of the Request for Proposals (RFP) for Comprehensive, Residential Trash Collection Services (Attachment 3).

Attachment:

1. Resolution Approving Request for Proposals for Comprehensive, Residential Trash Collection Services
2. Foth Memorandum
3. Final Maplewood Residential Trash Collection Request for Proposal

**RESOLUTION  
APPROVING REQUEST FOR PROPOSALS (RFP)  
FOR COMPREHENSIVE, RESIDENTIAL TRASH COLLECTION SERVICES**

WHEREAS, city council passed a resolution of intent on March 28, 2011 to begin the planning process for an organized trash collection system analysis; and

WHEREAS, a request for proposals (RFP) for comprehensive, residential trash collection services has been prepared by and under the direction of city staff as part of the planning process for the organized trash collection system analysis; and

WHEREAS, city staff have reported back to city council with informational updates on this draft RFP on May 23, 2011 and June 27, 2011; and

WHEREAS, the city council formed a Trash Hauling Working Group on April 25, 2011 to help provide feedback and guidance to the city staff conducting the trash collection system analysis and to the city staff/consultant team preparing the draft RFP; and

WHEREAS, the Trash Hauling Working Group met five times to provide feedback and guidance on the RFP and trash collection system analysis; and

WHEREAS, comments from the public, interested parties and trash hauling companies have been solicited throughout this planning and RFP drafting process, including opportunities for comment at each of the Trash Hauling Working Group meetings; and

WHEREAS, the Trash Hauling Working Group reviewed and commented on the preliminary draft RFP at its last meeting held June 29, 2011;

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

1. The RFP, a copy of which is attached hereto and made a part hereof, is hereby approved and ordered placed on file in the office of the city clerk.
2. The city clerk shall prepare and cause to be inserted in the Maplewood Review an advertisement officially announcing the request for proposals. The advertisement: shall be published at least twenty-one days before the date set for proposal to be submitted; shall summarize the work to be done; shall state that only the company names on proposals submitted will be announced at the date of opening; and shall state that all other contents of proposals submitted will be held confidential until such time as the city fully executes a contract or elects to discontinue the trash contracting process pursuant to Minnesota Statute 13.591 subp 3(b).
3. The city clerk and city environmental planner are hereby authorized and instructed to receive, open and file the proposals received.



## Memorandum

---

Eagle Point II • 8550 Hudson Blvd. North, Suite 105  
Lake Elmo, MN 55042  
(651) 288-8550 • Fax: (651) 288-8551  
www.foth.com

July 6, 2011

TO: Steve Kummer, Staff Engineer for the City of Maplewood  
Shann Finwall, Environmental Planner for the City of Maplewood

CC: Alan Kantrud, City Attorney for the City of Maplewood  
Chuck Ahl, Assistant City Manager for the City of Maplewood  
Jim Antonen, City Manager for the City of Maplewood

FR: Dan Krivit, Senior Project Manager, and  
Warren Shuros, Client Director  
Foth Infrastructure & Environment, LLC

RE: Final Draft RFP for Trash Collection Services  
for the City of Maplewood

Attached is the final draft request for proposals (RFP) for the City of Maplewood's potential new contract for trash collection services. This draft reflects the feedback provided by the City's *Trash Hauling Working Group* to-date through its Fifth meeting held on June 29, 2011.

We understand that this final draft RFP will be forwarded to City Council for acceptance and release at its regular meeting on Monday, July 11, 2011.

We understand that additional comments from City Council, City staff or other interested parties that are provided outside of the July 11<sup>th</sup> City Council meeting should be directed through the City staff alternate project contact person, Steve Kummer, while Shann Finwall is on vacation this week. This communication procedure will help manage Foth's consultant services to assure we are best addressing City needs and priorities.

Thank you.

**Final Draft (as of 7-6-2011)**

---

**Request for Proposals (RFP)  
for  
Comprehensive, Residential  
Trash Collection Services**

City of Maplewood  
Community Development Department  
City Hall  
1830 County Road B East  
Maplewood, MN 55109

**July, 2011**

**Scheduled Release Date:  
July 12, 2011**

**Request for Proposals (RFP)  
For Comprehensive, Residential  
Trash Collection Services**

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# **1 Introduction**

The following sections describe the City of Maplewood's intent, background, general information, and decision process about this request for proposals (RFP) for comprehensive residential trash collection services.

## **1.1 Statement of Intent**

This RFP defines the service standards, specifications and proposal requirements of the comprehensive, residential trash collection services for the City of Maplewood, Minnesota (City). The City seeks to enter into a contract with a company (or companies) that has (have) the resources and ability to provide the specified residential trash collection services.

It is the intent of the City to accept and evaluate proposals for comprehensive, residential trash collection including primary services such as trash collection, separate yard waste collection, separate collection of bulky items, collection at City buildings, special clean-up events and public education.

## **1.2 City Goals and Objectives**

The following goals and objectives are established for this RFP:

1. Economic:
  - a. To lower trash collection service costs for residents.
  - b. To reduce impacts on roads leading to City savings on road repairs and reconstruction.
2. Service:
  - a. To provide improved quantity, quality, accountability and management of service.
  - b. To provide improved standardization of collection methods and technology.
  - c. To improve service options for residents such as:
    - i. Rebates for extended vacations
    - ii. Special collection options (e.g., "walk up" or "garage-side pickup")
    - iii. Large/bulky items pick up.
    - iv. Special events pickups (e.g., spring and fall clean up events)
3. Environmental:
  - a. To better manage overall solid waste management and increase recycling.
  - b. To improve management and control in order to designate that residential trash from the City be delivered to the best environmental location such as a local resource recovery facility.

- c. To reduce the amount of fuel consumed for trash collection operations.
  - d. To reduce the amount of greenhouse gases (e.g., carbon dioxide) and other pollutants, including dust, emitted into the atmosphere.
4. Safety:
  - a. To improve the safety of streets by reducing trash truck traffic and improving accountability.
5. Efficiency:
  - a. To maximize the efficiency in trash collection.
6. Planning Process:
  - a. To efficiently manage a planning process to achieve the above stated goals.
  - b. To encourage participation of all interested parties in the planning process.
7. Aesthetics:
  - a. To reduce trash truck traffic and its associated noise and dust.
  - b. To provide more consistent and neater looking streets during collection days.
8. Hauler Impacts:
  - a. To minimize displacement of trash haulers.

### **1.3 Background**

The City of Maplewood currently has a subscription (also known as “open hauling”) form of residential trash collection services. This existing system requires individual homeowners to contract for trash collection services with the licensed hauler of their choice.

A City web provides further details about the current trash hauling system:

[Refuse Hauler](http://www.ci.maplewood.mn.us)

(<http://www.ci.maplewood.mn.us>)

The City already contracts for curbside recycling as a separate service. Therefore, recycling collection service is not included in this RFP or proposed trash collection contract.

An overall solid waste management / recycling education effort is managed by the City and described on the City web page:

[Recycle and Waste](http://www.ci.maplewood.mn.us/recycling)

([www.ci.maplewood.mn.us/recycling](http://www.ci.maplewood.mn.us/recycling))

The City requires annual trash collection licenses of each hauler and posts the company names and rates on the City's web page:

**[Licensed Trash Haulers and Rates](http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=1988)**

**<http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=1988>**

The 2010 population of Maplewood is 38,018<sup>1</sup>. The City has approximately 11,680 single-family dwellings (SFD's) that are served by recycling collection. There are approximately 4,292 multi-family dwelling (MFD) units and most of these MFD units are served by the City's recycling contractor. Service to MFD units is not included in this RFP.

The City's recycling contractor provides special walk-in ("house-side" or "garage-side") collection of recyclables from residents with physical limitations. In 2011, this special walk-in service is being provided to thirteen (13) City residences for recycling service.

On March 28, 2011, the City of Maplewood City Council passed a resolution of intent to organize its trash collection system pursuant to the requirements of Minnesota Statutes (M.S. 115A.94). This RFP is the next step in the City's planning process as a part of its larger trash collection system analysis. For more background information of the history and most recent results of this trash collection system analysis, see the City's web page:

**[Collection System Analysis](http://www.ci.maplewood.mn.us/trash)**

**<http://www.ci.maplewood.mn.us/trash>**

#### **1.4 Summary Scope of Services**

The proposed contract trash collection service is specified in this RFP to be provided in a manner similar to the existing recycling collection service. The City encourages proposing vendors to submit their best proposal possible. The weekly trash collection will continue to be by the same specific City service areas every Monday through Friday (see Attachment A: Map of Weekly Recycling and Trash Collection Areas). The City is divided into five service areas which correspond to each of the five days collection is provided. The City's current count of the number of SFD's with curbside recycling service in each service area is listed below:

◆ Monday	2,934
◆ Tuesday	1,561
◆ Wednesday	2,667
◆ Thursday	1,856
◆ Friday	2,662
<b>TOTAL</b>	<b>11,680</b>

A 2010 map of the City's existing scheduled recycling and trash collection days, by service area, can be found in Attachment A. The proposed City trash hauling contract

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<sup>1</sup> Source: U.S. Census Bureau, Decennial Census, March 17, 2011  
([www.stats.metc.state.mn.us/metadata/Decennial\\_Census\\_SF3.htm](http://www.stats.metc.state.mn.us/metadata/Decennial_Census_SF3.htm))

will require that these collection days, by service area, remain the same under the contract for trash collection.

The recycling stop counts above do not directly reflect the estimates of trash collection stops as shown in Attachment B – Current Residential Household Counts due to some townhomes and manufactured home parks already have trash collection contracts.

### **1.5 Base, Minimum Requirements Specified in this RFP**

This RFP specifies the “base” requirements of a proposed new system for residential trash collection services.

### **1.6 Alternate Proposals**

Alternate proposals may be submitted if in addition to the base proposal, but the exception(s) to the base requirements must be clearly specified and price implications made explicit. Price implications should be included in a separate Form E – Price Worksheet labeled clearly as the proposer’s “Alternate Proposal”.

Only minor exceptions to the base requirements will be considered as eligible alternates. For example, proposers may submit alternate proposals that provide:

- ◆ An alternate method of financing trash carts;

Major changes to the base specifications will not be considered eligible. For example, the following exceptions to the base requirements shall be deemed by the City as non-responsive and will not be considered:

- ◆ Change in the term of the contract;
- ◆ Contractor retains ownership of carts; or
- ◆ Restructuring of the Form E - Price Worksheet (e.g., lump line items that are itemized separately in the base collection fee).

### **1.7 Value Added Proposals**

The City encourages proposing vendors to submit their best proposal possible. Added services that are directly responsive to the base requirements may not require alternate proposals and exceptions to the base requirements if provided at no additional cost to residents or the City. “Value added” services may be considered eligible and reviewed favorably under the services and/or price evaluation criteria (i.e., awarded additional points by the proposal review committee).

Examples of value added services could include, but are not limited to:

- ◆ Fully automated collection service throughout the City at the initial outset of the Contract;
- ◆ Full RFID system for trash carts and yard waste carts implementation at the initial outset of the Contract;
- ◆ Early implementation of separate food waste / organic waste collection;
- ◆ Early implementation of Pay As You Throw resident pricing schedule;

- ♦ Early implementation of compressed natural gas (CNG) or other alternative fuel vehicles;
- ♦ Enforceable commitments to trucks equipped with tandem or tridem axles and/or dual wheel axles; and/or
- ♦ Additional public education tools.

## **2 Definitions**

### **2.1 Added Value Services**

Proposed services that are directly responsive to the base requirements in this RFP, but go beyond the minimum specified services such that there is an added value to residents or the City in implementation/management/administration of the proposed Contract.

### **2.2 Additional Overflow Trash Collection Service**

Trash in excess of the capacity of the trash cart with lid fully closed incurring an additional overflow trash collection fee.

### **2.3 Anticompetitive Conduct**

City-approved cooperation, coordination or communications between companies as part of the negotiating period as defined in this RFP and in Minnesota Statutes 115A.94, Subd. 7.

### **2.4 Automated Collection**

Use of trucks equipped with robotic arms that mechanically grab, lift, empty and set down empty trash carts using remote controls operated by the driver such that no manual lifting of carts is required.

### **2.5 Base Collection Fee (BCF)**

Base collection price proposed for trash collection service (see Form E – Price Worksheet for more details). This BCF does not include: disposal fees; prices or costs of other services (e.g., yard waste, bulky items, clean-up events, etc.); taxes; or other government administrative fees.

### **2.6 Bulky Items**

A generic term including all large, bulky household items which are too large for one person to pick up and/or do not fit within the trash cart. Bulky items include (but are not limited to) carpeting and padding, mattresses, chairs, couches, tables, wheels/rims/tires, major appliances, and electronic waste.

### **2.7 Bulky Items Requiring Special Processing**

A specific term including large, bulky household items that require special processing to remove harmful substances such as Freon, poly chlorinated biphenyls (PCB's), or mercury and may include (but are not limited to) items such as refrigerators, freezers, air conditioners, dehumidifiers, electronic waste, or thermostats.

## **2.8 City's Designated Contact Persons**

The City has designated Shann Finwall, Environmental Planner, as the City's primary sole point of contact for prospective vendors and eventually the Contractor. If Ms. Finwall is not available, prospective vendors may also contact Steven Kummer, Civil Engineer, as the alternate contact person.

## **2.9 Collection**

The aggregation and transportation of trash from the place at which it is generated including all activities up to the time when it is delivered to a designated disposal facility.

## **2.10 Collection Service**

Collection service is the process of collection and transportation of trash, yard waste, and bulky items.

## **2.11 Competitive Proposal Development Period**

The period of time from the release of this final RFP and the final date that proposals are due.

## **2.12 Contract**

The legal agreement executed between the City and the Contractor (or multiple Contractors). The Contract shall include, but not be limited to, this RFP document, RFP addenda, the successful proposal, and any written clarifications or modifications as specified in Section 17, "RFP and Proposal to Become Part of Final Contract."

## **2.13 Contractor**

The City's trash service Contractor (or multiple contractors) under the proposed new Contract. (All references in this RFP to "Contractor" shall be implied by this definition to mean "Contractor or Contractors")

## **2.14 Contractor's Annual Trash Public Education Flyer**

The City shall require the Contractor to publish and distribute an annual public education flyer that contains the following trash information for City residents (but not limited to):

- ◆ Annual calendar and map of trash service areas for eligible Single-Family Dwellings
- ◆ Prohibited waste
- ◆ Yard Waste
- ◆ Bulky Materials and Electronic Waste

## **2.15 Contractor's Trash Bill**

The Contractor's bill for services as submitted directly to residents.

### **2.16 Day-Certain Collection**

Day-certain collection is a City-approved plan for weekly collection services by an established day-certain schedule. This schedule requires refuse, yard waste, and recyclable collection on the same day of the week and is based on a five (5) day, Monday through Friday, workweek. The only exceptions to the "day-certain" plan shall be during those weeks in which occur legal holidays.

### **2.17 Disposal Facility**

The licensed and permitted landfill or, Resource Recovery Facility, or transfer station where the trash is tipped for disposal.

### **2.18 Districts (See also "Service Areas")**

Proposed trash collection service areas for potential individual contracts as prescribed in this RFP. (See Attachment A for geographic boundaries of these service areas.)

### **2.19 Electronic Waste**

Electronic waste as defined in Minnesota Statutes as "covered electronic device" (M.S. 115A.1310, Subd. 7) includes items such as: television and computer monitors, computers, computer peripheral devices (e.g., printers, modems), fax machines, DVD players, video cassette recorders, other video display devices and other small appliances with an electric cord.

### **2.20 Every-Other-Week Collection Trash Collection Service**

Residents who apply and receive City permission for every-other-week (EOW) collection service shall be collected on the same day of the week as per the day-certain schedule but on specified EOW dates.

### **2.21 Food Waste (See also: "Organic Waste")**

Residential food waste includes meal preparation and leftover food scraps from households intentionally separated at the source by residents for purposes of backyard composting or separate collection for centralized recovery (e.g., large scale composting, anaerobic digestion, etc.).

### **2.22 Hazardous/Toxic Waste**

Hazardous and/or toxic waste includes materials as defined by the U.S. Environmental Protection Agency (U.S. EPA) and the Minnesota Pollution Control Agency (MPCA) such as liquid paint, motor oils, batteries, poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes. Hazardous/toxic wastes require special handling and must be disposed of in a manner as specified by Minnesota Statutes and Ramsey County ordinances and policies to protect the environment and ensure health and safety of the public and collection crew.

### **2.23 Litter Wind Screens**

Wind screens or shields mounted on the collection vehicle's dumping hopper to minimize wind-blown litter when tipping the carts.

### **2.24 Major Appliances**

Household appliances including items such as refrigerators, freezers, ranges and stoves, dishwashers, clothes washers and dryers, water heaters, trash compactors, conventional and microwave ovens, garbage disposals, residential furnaces, air conditioners and dehumidifiers.

### **2.25 Manual Collection**

Residential and other trash collection systems that require manual lifting and tipping of trash carts, trash cans or other trash containers into the trash truck hopper.

### **2.26 Multi-Family Dwelling (MFD) Units**

A building containing five (5) or more residential dwelling units that is not eligible for the proposed residential trash collection service in this RFP because it is defined as serviced by "commercial" trash hauling service.

### **2.27 Organic Waste (See also "Food Waste")**

Residential organic waste includes food waste and other non-recyclable organic waste such as soiled paper and household plants.

### **2.28 Other Bulky Items (Not Requiring Special Processing)**

A specific term, including other large, bulky household items that do not require special processing. May include (but are not limited to) bulky items such as carpeting and padding, mattresses, chairs, couches, tables, wheels/rims/tires, windows/doors, and plumbing fixtures such as sinks, toilets, etc.

### **2.29 Prohibited Mailings**

Notices sent to residential dwelling units within the City of Maplewood such as for advertising rates or services not available under the proposed Contract. Also includes other notices sent to residential dwelling units without prior City written approval.

### **2.30 Prohibited Waste**

Waste materials that are prohibited from disposal in with mixed trash or that may be hazardous, toxic or otherwise harmful to the environment, collection crew safety, or resource recovery system as defined by State Statutes and/or County policies. Such prohibited waste items shall be itemized and explicitly excluded from the definition of regular trash collection service in the proposed Contract.

### **2.31 Regular, Residential Trash Collection Service**

The normal pre-scheduled trash collection services as specified in this RFP (including special walk-in service). This does not include: separate bulky item collections;

collections from City buildings; separate electronic waste collections; other special on-call collections, or special events.

### **2.32 Residential Dwelling Unit**

A residential dwelling unit is a separate dwelling place with a kitchen in buildings with up to four units per structure.

### **2.33 Residential Trash Rates**

City-approved rates as per the Contract specifications for various trash and other collection services as charged by the Contractor directly to residents.

### **2.34 Resource Recovery Facility**

A facility that receives and processes mixed trash for purposes of recovering energy and/or materials for beneficial use as per the Minnesota Waste Management Act (M.S. 115A).

### **2.35 Respondent**

Proposers that elect to respond to this RFP and submit a proposal pursuant to the requirements in this RFP.

### **2.36 RFID (Radio Frequency Identification)**

RFID tags or chips are installed in trash carts to provide for automatic electronic monitoring, data collection and data analysis by stop (or “account”) as part of modern residential and other trash and recyclables collection systems.

### **2.37 Semi-Automated Collection**

Mechanical lifting devices installed on the trash truck hopper to mechanically lift and tip the trash carts to avoid manual lifting by the collection crews. Semi-automated collection systems require the crew to manually move and mount the trash cart onto the mechanical lifting device.

### **2.38 Service Areas (See also “Districts”)**

Geographic districts of the City with specified day-certain schedule for recycling and trash collection services. (See Attachment A for geographic boundaries.)

### **2.39 Single-Family Dwelling (SFD) Units**

A building containing up to four (4) residential dwelling units that is eligible for the proposed trash collection service in this RFP

### **2.40 Special Bulky Item Collection Service**

Special on-call collection services as requested by residents to the City Contractor for extra, collection of bulky items.

#### **2.41 Special Walk-In Collection Service**

Special walk-in collection service for elderly residents or other residents with physical limitations who require “house-side” or “garage-side” collection service. These special walk-in accounts shall be pre-approved by the City and designated by address to the Contractor.

#### **2.42 Proposal Team**

The group of up to four (4) companies that submit a response to this RFP as a Team. (See Section 17 for more details.)

#### **2.43 Tipping Fees**

The financial payment that trash haulers make to facilities such as resource recovery plants, transfer stations or landfills that covers the costs of recovery and/or disposal of the material unloaded.

#### **2.44 Town Home**

Structures containing two or more units of not more than two (2) stories each and contiguous to each other. Said units shall also be governed by an association for the entire series of structures within any such development.

#### **2.45 Trash**

(Also known as: garbage, refuse, rubbish, mixed municipal solid waste, solid waste)

Garbage is organic waste, including discarded material resulting from the handling, processing, storage, preparation, serving, and consumption of food. Refuse is solid waste including garbage and rubbish, and specifically excluding yard waste, recyclables, and hazardous/toxic waste. Refuse further excludes industrial, commercial, agricultural, and construction garbage or rubbish and wastes. Rubbish is solid waste, including ashes, consisting of both combustible and noncombustible wastes, such as wood, bedding, crockery, and other non-reusable waste. Rubbish also includes non-recyclable types of glass, paper, cardboard, metal cans and plastics.

#### **2.46 Trash Cans**

Metal or plastic cans purchased by or for residents to contain and store regular trash waiting for collection. Most often is not standardized and purchased by residents at local retail stores.

#### **2.47 Trash Carts**

Standardized trash carts equipped with wheels and a lid as specified and purchased by the City in the following standardized sizes (approximate/nominal capacities):

- ◆ 20-gallon
- ◆ 30-gallon
- ◆ 60-gallon

- ◆ 90-gallon

Actual trash cart capacities by cart size will depend on the cart manufacturer selected by the City through a separate procurement process.

### **2.48 Volume Based Fee Schedule**

A trash collection service rate schedule as charged to residents that increases incrementally with larger trash container sizes and is intentionally designed to encourage waste reduction and recycling. Also known as “Pay as You Throw” and/or “Variable Rate Pricing”.

### **2.49 Yard Waste**

All organic plant material that can be composted including grass clippings, leaves, soft garden material, brush and tree limbs under four inches in diameter and four feet in length provided they are bundled with twine or other compostable material.

## **3 General Requirements for All Collections**

The following general requirements are pertinent to all residential trash collection services.

### **3.1 Residential Trash Collection – General Description**

The Contractor shall provide regular, weekly residential trash collection and disposal from City SFD’s on the day-certain schedule specified within this RFP. Yard waste, bulky items, and electronic waste shall each be collected separately.

### **3.2 Exclusions**

Regular weekly trash collection service shall not include the collection of:

1. Hazardous/toxic waste including items such as batteries, tires, construction material, motor oils, and paint in liquid form or other hazardous/toxic waste as defined and specified by Minnesota Statutes and Ramsey County ordinances and policies.
2. White goods, except as provided for in the Special Bulky Item Collection Service (Section 3.14).
3. Large tree limbs, brush exceeding four-inches in diameter, and such other tree waste items, except as provided for in yard waste collection service (Section 4).
4. Animal waste and solid waste materials resulting from industrial, commercial, and agricultural operations.
5. Earthen fill, boulders, rock, and other materials normally handled in construction operations.

6. Biosolids or dissolved materials from domestic sewage, wastewater, storm water, or other significant liquid wastes such as silt, dissolved or suspended solids in industrial waste water effluent, dissolved materials in irrigation return flows; or other common water pollutants.

### **3.3 Contractor Licensing Requirements**

Haulers of trash must have a Collection license issued by the City, per City Code Section 30.

### **3.4 Collection Vehicle Equipment Requirements**

Vehicles shall be designated to accommodate Collection material as specified by the Contract, and shall be clearly signed on both sides as a trash Collection vehicle. In addition, all Collection vehicles used in performance of the Contract shall:

- ◆ Be duly licensed and inspected by the State of Minnesota.
- ◆ Be Minnesota Department of Transportation (Mn/DOT)-compliant at all times.
- ◆ Be equipped and operated not to exceed maximum load weight limits per Minnesota statutes (including, but not limited to, M.S. 169.824 and M.S. 169.87), state rules, and City road weight restrictions.
- ◆ Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved fire extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Sign on the rear of the vehicle which states “This Vehicle Makes Frequent Stops.”
- g. A broom and shovel for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order and be as clean and free from odors as possible. All vehicles must be clearly identified on both sides with Contractor’s name and telephone number prominently displayed. The lettering must be at least three inches in height.

### **3.5 Trash Carts**

All occupants of residential dwelling units in the City shall be required by ordinance to keep trash in approved wheeled trash carts. Standardized trash carts will be purchased and owned by the City but delivered, maintained and inventoried by the Contractor. Carts shall will be received, assembled, distributed, spares warehoused, and maintained by Contractor.

The Contractor shall take reasonable care to prevent damage to residential carts during collection. Contractor shall repair or provide sanitized replacements in accordance with the City policy for replacement of carts. Requests for replacement of existing carts must be handled within 5 business days after the request is received. Repairs to existing carts must be handled within 3 business days from the time the request is received. The Contractor shall document and report the cart replacement and repair rate in accordance with the City's *Trash Cart Policy and Procedures*. The Contractor will be responsible for managing and completing warranty work on the carts. Residents shall have the option of requesting an additional cart(s) for an additional fee(s).

Trash carts design and manufacturing requirements shall be specified by the City under a separate procurement process. Draft cart and RFID specifications may be made available upon request. The City shall require all new carts used in the City to be manufactured and pre-installed with radio frequency identification (RFID) tags for possible later integration into a data management system to be implemented at some time in the future within this Contract term.

### **3.6 *Special Every-Other-Week Collection Frequency***

Residents may apply to the City for permission to reduce collection frequency to every-other-week (EOW) collections. Residents will be required to use the minimum trash cart size (e.g., 20-gallon) for a period of six months prior to applying for EOW collection service. Residents who are granted special City permission to use EOW collections will be given an annual calendar of specified dates of collection. The Contractor shall approve in writing these EOW collection dates by address prior to City granting permission.

### **3.7 *Trash Cart Collection Point***

Residential dwelling units shall have, as required by the City ordinance, their container located at the boulevard adjoining the curb (or alternative location in the alley) on or before 6:00 a.m. on the designated day of collection. The Contractor shall approve in writing the alley collection points before City designation of alley collection.

Containers shall be returned to the designated set-out location as set out by the resident at each location. Contractor shall make a conscious effort to return the cart with the lid closed and in a standing position.

### **3.8 *Special Walk-In Collection Service***

Special walk-in Collection service shall be provided to selected, City-designated residents who require house-side or garage-side Collection service.

### **3.9 *Municipal, County and State Road Construction Projects that May Impact the Contractors Truck Routes***

The City, County and State reserve the right to improve any street or alley that may prevent the Contractor from traveling its accustomed route or routes for collection. The Contractor shall bear the responsibility for contacting the City Public Works Director

prior to each construction season to determine areas of conflict and possible alternate routes or solutions. The Contractor shall maintain regular service during street reconstruction project, regardless of access with no additional compensation for service modifications.

### **3.10 Pollution Reduction and Environmentally Sustainable Initiatives**

Contractor shall demonstrate a commitment to reducing air pollution from Collection vehicles. Contractor shall submit as part of its proposal, a list of specific steps it has taken to reduce air pollution throughout the company's overall operations and proposed operations within the City of Maplewood. Examples may include:

- ◆ A description of its current use of low-sulfur diesel fuel, biodiesel, or compressed natural gas (CNG);
- ◆ A description of its current use of particulate filters for its fleet; and/or
- ◆ A timetable for converting its fleet to using alternative fuels and installing air pollution reduction technology.

In addition, proposers shall describe their current efforts and future plans to reduce greenhouse gas emissions (from collection operations, transporting materials for recovery or disposal, etc.) as well as any environmentally sustainable initiatives that are currently a part of the proposer's business operations or are planned for the future.

(Please provide a complete response as part of your answers within Form B – Proposer Information Questionnaire, Question #7: “*Pollution Reduction and Environmentally Sustainable Initiatives*”.)

### **3.11 Personnel Requirements**

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. The Contractor will provide a Route Supervisor to oversee the trash route drivers servicing the City. The Route Supervisor will be available to address customer complaints each day.

The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24-hour answering service line or device to receive customer calls. The Route Supervisor and all Collection vehicles must be equipped with 2-way communication devices.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.

- c. Be clean and presentable in appearance, as far as possible.
- d. Wear a uniform and employee identification badge or name tag.
- e. Drive in a safe and considerate manner.
- f. Manage trash carts in a careful manner so as to avoid spillage and littering or damage to the trash cart.
- g. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- h. Avoid damage to property.
- i. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

### **3.12 Regular Trash Collection Hours and Days**

The City requires all trash Collection to begin no sooner than 6 a.m. and shall be complete by 6 p.m. The City requires scheduled Collection days to be Monday through Friday (as shown in Attachment A) and pre-selected Saturdays during holiday weeks (see Section 3.17). The Contractor may request City authorization of exceptions to these time restrictions (e.g., pursuant to the “Severe Weather” provision described in Section 3.18). The Contractor must request such exception from the City’s Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.

### **3.13 Additional, Overflow Trash Amounts**

Residents may set out additional bags, for overflow trash collection service. Proposers may propose to bill residents directly for such additional, overflow collection service charges as set forth in “Form E - Price Worksheet” Such overflow trash must be securely bundled and tied shut in a separate plastic garbage bag and set next to the trash cart. Collection service for additional, overflow trash shall be billed in accordance with final, agreed upon terms of the Contract.

### **3.14 Special, Bulky Waste Collections**

Residents may request special, bulky item collection service. Proposers may propose to bill the residents directly for such collection service charges as set forth in “Form E - Price Worksheet” Such bulky items must be set next to the trash cart. Residents will be required to call in their requests for such special, bulky item collections at least two working days prior to their regularly scheduled, day-certain collection day.

Collection service for special, bulky item trash must have prior arrangements with the Contractor for collection and shall be billed in accordance with final agreed upon terms of the Contract.

The Contractor will be required to collect special bulky items if the residents have called the Contractor with their request ahead of time. Residents who do not call in their special bulky items and still set out said bulky items may be charged an extra handling fee by the

Contractor over and above the standard price for bulky items provided that this handling fee is explicitly proposed in Section 3 of Form E – Price Worksheet and specified in the final Contract.

### **3.15 Special Electronic Waste Collections**

Residents may request special, electronic waste collection service. Proposers may propose to bill the residents directly for such collection service charges as set forth in “Form E - Price Worksheet”. Such special, electronic waste shall be set next to the trash cart. Residents will be required to call in their requests for such electronic waste collections at least two working days prior to their regularly scheduled, day-certain collection day.

Collection service for special, electronic waste must have prior arrangements with the Contractor for collection and shall be billed in accordance with final agreed upon terms of the Contract.

The Contractor will be required to collect special electronic waste if the residents have called in the request ahead of time. Residents who do not call in their special electronic waste and still set out said electronic waste may be charged an extra handling fee by the Contractor over and above the cost for bulky items provided that this handling fee is explicitly proposed in Section 3 of Form E – Price Worksheet and specified in the final Contract.

### **3.16 Separate Christmas Tree Collection Service**

The Contractor shall separately collect Christmas trees for the first two (2) weeks in each year. The cost of this separate collection of one (1) Christmas tree per year per residential dwelling unit shall be included in the proposer’s proposed base trash collection fee as per the price worksheet (see Form E.)

Residents shall be instructed by the City and the Contractor to set out “clean” Christmas trees only. Residents may not wrap Christmas trees in plastic bags and must remove all ornaments, tinsel and other foreign debris. Clean Christmas trees may then be set out next to the trash cart, but only during the designated period. If a Christmas tree is set out and is not sufficiently clean (e.g., too many ornaments), the Contractor may leave the tree behind provided an education tag is attached to the tree with specific instructions about why it was left behind and how the resident can still recycle their tree (e.g., remove the contaminants; where to go .

The Contractor shall be responsible for the safe, legal, and environmentally sound conveyance of all Christmas trees collected under this Contract. The Contractor shall convey the Christmas trees to a lawfully approved (e.g., permitted and licensed) compost or Christmas tree processing site and shall assume all liability and responsibility for materials deposited. The Contractor shall not mix other types of trash or inorganic materials with the Christmas trees or take any action so as to make the Christmas tree material unacceptable to the operators of the compost/processing site.

### **3.17 Holidays**

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

### **3.18 Severe Weather**

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

### **3.19 Missed Collections**

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

If the Contractor is able to substantiate via written records or photos that the household did not have their trash cart out at the time the collection vehicle serviced the household, the Contractor may inform the household of this fact and provide the household the option to pay a "late set out fee" to return or to hold the trash until the next scheduled collection day.

### **3.20 Direct Billing by Contractor to Residents**

The Contractor shall directly bill their designated customers as per the terms of the Contract. All residential trash rates billed by the Contractor shall be specified in the Contract and approved in writing in advance by the City. The rates may be adjusted a maximum of once per year as per the terms of the Contract. Any adjustments must be pre-approved by the City in writing.

### **3.21 Credits for Extended Vacations**

Residents shall be given credit on their next trash bill for extended vacations of three weeks or more. The value of the vacation credit shall be up to the prorated weekly cost based on the total monthly collection charges (including all disposal fees, taxes, and other charges) as per the Contract. The Contractor may charge a reasonable, one-time administrative handling fee to residents for each vacation credit. Any such administrative handling fee must be specified in Section 3 of Form E – Price Worksheet.

### **3.22 Customer Complaints**

Contractor shall provide staffing for a telephone-equipped office to receive missed collection complaints and requests for service between the hours of 7:00 a.m. and 5:00 p.m. on weekdays, except holidays. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours.

Contractor shall keep a log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response. This information shall be provided to the City in a monthly report.

Complaints on service will be taken and collected by the Contractor. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly. In the case of complaints regarding collection service or any related activities, the Contractor shall, upon being notified of the complaint, resolve the complaint with the eligible household or other person/entity submitting the complaint. The Contractor shall work cooperatively with the eligible households and the City to resolve complaints as appropriate and in a customer service oriented manner.

Phone calls to the Contractor for any reason must be answered by a "live person" rather than a recording within one (1) minute of call connection or roll over to an answering machine/voice mail system to leave a message. The Contractor may have music or City-approved educational information during the one (1) minute delay but no "prompts" of any kind. Return calls to voice mail messages must be returned within one (1) hour during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voice mail messages left after 4:00 p.m. must be returned prior to 8:30 a.m. the next business day. Recorded messages of the Contractor shall request a day time phone number where the caller can be reached. Contractor may also request a day time email address for customer in addition to a day time telephone number.

### **3.23 City Retains Right to Specify Resident Instructions**

The Contractor shall agree that it is the City's sole right to clearly specify the resident setout requirements.

### **3.24 Publicity, Promotion and Education**

The City shall plan, design, and implement a series of public education and awareness tools related to this comprehensive trash collection system. These City-produced tools may include, but are not limited to:

1. Web site, with detailed web pages on specific issues
2. City newsletter
3. News releases and other media relations efforts
4. Phone and email communications directly with individual residents

At its own cost as part of the base collection fee, the Contractor shall develop, publish and distribute (via mail or hand deliver):

1. One (1) annual public education flyer per year.
2. Education tags to be left by Contractor's collection crews at the time any material is left behind without being collected to instruct residents why the material was not collected (e.g., prohibited material, bulky items or other waste requiring separate collection trucks) and a phone number to call to place an order for a special collection.

The Contractor shall provide an annual calendar specifying the day-certain trash collection day. This may be part of the public education flyer and/or within the Contractor's trash bill provided directly to residents.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, etc.). The City will work with the Contractor regarding the quantities needed and the locations for distribution.

The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and distribution of any such literature. No public education materials or other communications to City residents shall be produced or distributed without prior City written approval.

Proposers are encouraged to specify other public education tools that they are willing to provide.

As part of this proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

Proposers should describe their experience in providing Collection services at community events. Proposers are encouraged to suggest additional special event trash collection opportunities that could be provided in the City beyond those discussed in Section 6 ("City Buildings Collection Requirements") and itemized in Attachment D ("Current Trash Collection from City Buildings: Specifications of Service Levels).

### **3.25 Pay As You Throw**

The City intends to implement a progressive Pay As You Throw (PAYT) rate schedule for charges to residents that increases the relative increments between trash service level by cart size. This PAYT program will not be implemented within the first year of the Contract and is tentatively scheduled for planning in 2013 and implementation in 2014. The Contractor shall work with the City in developing the PAYT plans and implementation schedule.

### **3.26 Weighing of Loads**

Contractor will keep accurate records consisting of an approved weight slip with the date, time, Collection route, driver's name, vehicle number, tare weight, gross weight and net weight for each loaded vehicle that has collected trash from SFD's in Maplewood. A

copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

### **3.27 Monthly and Annual Reports**

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

1. Total quantities of trash collected / disposed (in tons).
2. Number of loads of residential trash from the City.
3. Current count of carts by size and collection frequency (i.e., number of 20-, 30-, 60-, and 90-gallon carts; number of stops with EOW collection frequency).
4. List of all facilities used for trash disposal.
5. Tipping fee
6. Log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response.
7. Log of all resident addresses where "education tags" were left because of Prohibited Materials set out for trash collection.
8. Log of delinquent accounts and communication steps taken with the building owner and tenant/trash account holder to notify them of such bad debt.

At a minimum, the Contractor shall include the following information in their annual reports:

1. Total quantities of trash collected and disposed as collected from within the City (in tons).
2. List of all trash disposal facilities utilized.
3. Actual number of total yard waste subscription accounts.
4. Amount of yard waste collected by month (in cubic yards or tons).
5. Actual number of total bulky item collection occurrences by sub-type (e.g., bulky items requiring special processing, bulky items not requiring special processing, electronic waste)
6. Annual summary of delinquent accounts and communication steps taken with the building owner and tenant/trash account holder to notify them of such bad debt.

Monthly reports shall be due to the City by the 15<sup>th</sup> day of each month. Annual reports shall be due by January 31 of each year. The Contractor shall include in its annual report recommendations for continuous improvement in the City's trash program (e.g., public education, etc.).

Actual truck scale weight ticket receipts must be maintained on file for at least seven years from the actual date and made available to the City or its agent immediately upon request.

### **3.28 Annual Performance Review Meeting**

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

1. Review Contractor's annual report, including trends in trash quantities.
2. Review Contractor's performance based on feedback from residents to the Environmental & Natural Resources Commission members and/or City staff.
3. Review Contractor's recommendations for improvement to the City's trash program, including enhanced public education and other opportunities.
4. Review City staff recommendations for Contractor's service improvements.
5. Discuss other opportunities for improvement during the remainder of the Contract.

### **3.29 Scavenging Prohibited**

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

### **3.30 Cleanup of Spillage or Blowing Litter**

The Contractor shall clean up any material spilled or blown during the course of Collection and/or hauling operations. All Collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage.

### **3.31 Payment of Disposal Facility Tipping Fees**

The Contractor shall pay the disposal facility tipping fees. The Contractor shall give written notice to the City immediately upon getting notice of a change in tipping fees.

### **3.32 Compliance with City, County and State Road Weight Limit Restrictions**

The Contractor shall comply with all City, County and State road weight limit restrictions.

## **4 Separate Yard Waste Collection Service**

### **4.1 Residents May Subscribe to Yard Waste Service as an Option**

City residents may subscribe to separate yard waste collection service as an option. The residents' request to subscribe for separate yard waste collection service must be to the City in writing (e.g., via post card, email or web based form) by the end of February each year.

Separate yard waste collection service shall include the following elements:

1. Providing a separate yard waste cart provided by the Contractor (size to be specified by the proposer within their proposal)
2. The yard waste cart shall have unique labeling (e.g., “Yard Waste”) and City-approved resident instructions
3. The yard waste cart may be a separate color as approved by the City

#### **4.2 Compostable Yard Waste Bags Required for Overflow**

Compostable bags are required by Minnesota Statute (M.S. 115A.931, Subd. (c) and M.S. 325E.046) for any yard waste that is not contained loose in the yard waste cart. Such compostable bags set outside of the yard waste cart shall be defined as “overflow” yard waste for purposes of this RFP.

#### **4.3 Base Yard Waste Service Level and Allowed Overflow Amounts**

Residents may fill the yard waste cart and place up to five (5) compostable bags of overflow yard waste next to the yard waste cart per week, per collection, without incurring overflow charges by the Contractor. The Contractor may charge a per bag overflow charge for any bags over five (5) bags.

#### **4.4 Scheduled Months for Yard Waste Collection Service**

Separate yard waste collection shall be provided from April through November.

#### **4.5 Contractor Education Tag Required if Yard Waste Collection Service is Refused**

The Contractor may refuse to collect yard waste at the time of collection:

1. If the material is not acceptable;
2. If the resident did not set-out or prepare the yard waste properly; or
3. If the resident’s yard waste subscription payment has not been received by the hauler properly

If the Contractor does not collect the yard waste for such legitimate reasons, the Contractor shall leave and attach a visible education tag that clearly explains why the material was not collected.

#### **4.6 Delivery to Permitted Yard Waste Facilities**

The Contractor shall be responsible for the safe, legal, and environmentally sound conveyance of all yard waste collected under this Contract. The Contractor shall convey the yard waste to a lawfully approved (e.g., permitted and licensed) site and shall assume all liability and responsibility for materials deposited. The Contractor shall not mix other types of refuse or inorganic materials with the yard waste or take any action so as to make the yard waste material unacceptable to the operators of the yard waste facility.

#### **4.7 Education**

It shall be the responsibility of the Contractor to assist in the education of residents on how to properly prepare yard waste. Contractor will work with City staff on an annual basis to plan, design and prepare written materials for residents. The Contractor shall include recommendations for such yard waste education plans in their annual report.

### **5 Food Waste and Other Organic Waste**

The City is considering future plans for separate collection and recovery of food waste and other organic waste. Such plans will be dependent on the outcome of State and County efforts to further develop the organic waste recovery infrastructure.

Proposers shall state their willingness to pilot test and then implement City-wide separate collection of organic waste services. No proposed Contract specifications or requirements are included in this RFP at this time. Prices for any such additional separate collection services can be negotiated at a later date.

### **6 Designated Disposal Facilities**

The Contractor shall be responsible for the safe, legal, and environmentally sound disposal of all trash, bulky items, and any other items and materials collected under this Contract. The Contractor shall deliver and unload trash and other materials only at facilities that are properly licensed and permitted for those materials.

The Contractor shall dispose of all trash collected in the City at a Resource Recovery Facility consistent with the current Minnesota Waste Management Act (M.S. 115A), Ramsey County Solid Waste Master Plan, Ramsey County facility operating contracts and other Ramsey County policies.

The City intends that the designated Resource Recovery Facility at the onset of this Contract for 2012 will be the Ramsey/Washington County Resource Recovery Facility at Newport, MN.

If such a Resource Recovery Facility is not reasonably available, the Contractor will notify the City immediately. The City will then contact Ramsey County for further direction and current policy guidance. The City and Contractor may then negotiate a mutually agreeable plan for trash disposal that is consistent with the requirements of this section of the RFP.

### **7 Collection Equipment**

#### **7.1 Trucks**

Proposers must list on Form F the number of vehicles and a full description of each vehicle proposed to be used in providing service for both trash and bulky waste items. In addition, proposers must indicate if the equipment is currently available and, if not, when it will be available. The City may inspect truck conditions such as: state of repair, miles

of service/hours, appearance, leaks, sound levels during operation, or other regulatory requirements, etc. The City or consulting specialists may inspect the equipment at the beginning of the Contract approval process and develop recommendations to the Contractor for equipment improvements.

The Contractor shall provide an adequate number of vehicles for regular collection services and sufficient spares to provide uninterrupted service.

### **7.2 Automatic Lifters Preferred but Not Required**

Automatic lifters (automated or robotic collection arms) are preferred in response to this RFP, but are not required. Each proposer must specify the total number of trucks in its fleet serving the area of the City that are equipped with automatic collection arms. The proposer shall itemize the specific trucks proposed for use for residential collection services in the City and whether or not these trucks are equipped with automated collection arms.

Any automated collection system must be compatible with the City's plans and specifications for purchase of trash carts. The lifters must be maintained so as to not cause damage to collection carts. Automated collection vehicles must be outfitted with windscreens or shields to minimize wind-blown litter when tipping the carts.

### **7.3 State and County Licenses**

All equipment and vehicles used by the selected contractor shall be titled, registered and licensed in the State of Minnesota and Ramsey County. The Contractor shall provide copies of each Minnesota and County equipment or vehicle registration document for each vehicle proposed for use in fulfilling the specifications prior to use of that vehicle on any trash route under these specifications.

### **7.4 Clean and Well Maintained Trucks**

The Contractor shall keep all equipment in proper repair and in a clean, sanitary and presentable condition. In the event of complaints, the City will have the final determination of whether the standards are being adhered to and what is acceptable. Contractor shall be solely responsible for all costs of operating and maintaining collection equipment.

### **7.5 All Loads Shall be Secure and Leak Proof**

All vehicles shall be secure, preventing any leakage of fluids or littering of materials. Any fluid leak (except for oil, fuel, anti-freeze, or other substance deemed a hazardous material) must be cleaned up within one (1) business day. Should a hydraulic hose or other vehicle related item break or leak fluid while on a collection route, the Contractor shall respond to and make efforts to contain and clean the oil leak or other hazardous substance within a 2-hour time period. Cleaning shall include complete removal of any oil tracked on the street or resident's driveway as well as any oil or other hazardous material leaked into a storm water system. It will be the sole determination of the City as to whether the cleaning is adequate in the event of a dispute. Clean up and disposal of all material deemed to be toxic, hazardous, or otherwise not approved for disposal at a

regular municipal solid waste landfill must be disposed of properly under all local, state, and federal regulations. The City may request written documentation substantiating how and where the material was disposed. All cleaning activities must adhere to applicable local, state, and federal regulation and applicable storm water permits. All vehicles shall be manufactured and maintained to conform to applicable American National Standards Institute (ANSI) standards. Each vehicle shall be permanently identified, at a minimum, with the Contractor's name and phone number plainly visible on each side of the vehicle.

### **7.6 Registration with the City**

Contractor shall register all equipment to be used in the performance of this contract with the City on an annual basis. Contractor shall provide the City with the year, make, and model of chassis and body, registration, company vehicle number, and license number of each vehicle.

## **8 Payment Terms**

### **8.1 Proposed Residential Trash Rate Schedule for Direct Billing by the Contractor**

All proposers shall submit a complete Price Worksheet (Form E). If the Proposer is awarded the Contract, this Price Worksheet will be the basis for final terms of the City-approved residential trash rate schedule.

The Price Worksheet requires proposers to split the individual elements of its collection and disposal costs. The base collection fee (BCF) is the proposed price of regular trash collection service per household per month. The BCF should be a flat schedule and should not vary by cart size.

Proposers are also required to propose the percent of base collection fee (BCF) that is related to "non-fuel" and "fuel" costs so that a comparable fuel adjustment price can be estimated by the City on fuel related collection costs.

### **8.2 Tipping Fee Disposal Costs Shall be Itemized Separately**

The Contractor shall directly pay the trash disposal tipping fees as per the terms of the Contract. Disposal cost elements of the residential trash rates will be based on the trash disposal fees proposed by the Proposer in Form E – Price Worksheet.

The trash disposal costs in the Contract will be adjusted annually to reflect changes in actual tipping fees. The actual 2012 tipping fee at the trash disposal facility will be defined as the benchmark year disposal price. The Contractor's trash disposal costs will be adjusted proportionally each year based on the change in actual tipping fees compared to the 2012 benchmark year tipping fees.

All proposers shall use an assumed tipping fee of \$58 per ton as the basis for calculating their proposed trash disposal costs in the Price Worksheet (Form E).

### **8.3 CPI Price Adjustment on the Non-Fuel Portion of the BCF**

The collection fees for 2012 will be set in accordance with the base collection fees (BCF) proposed on the Price Worksheet (Form E). The non-fuel portion of the BCF payable for each successive Contract year shall equal the BCF fee payable for the previous year adjusted proportionately by the annual Consumer Price Index (CPI). June will be defined as the benchmark CPI index month. The non-fuel portion of the BCF will be adjusted by the relative change each year compared to the benchmark CPI index, or 3%, whichever is lower. The published index for determining the annual percent change of the CPI will be the Federal Reserve Bank of Minneapolis. Each annual adjustment of the non-fuel portion of the BCF will be based on the benchmark CPI index of the previous year. For example, the non-fuel portion of the BCF for all of 2013 will be based on the proportional change in the CPI index from June 2012 compared to June 2011.

### **8.4 Fuel Adjustment on the Fuel Portion of the BCF**

The fuel portion of the BCF will be adjusted per the final terms in the Contract and based on the successful proposers Price Worksheet (Form E). The fuel portion of the BCF will be adjusted annually to reflect the percent change in indexed diesel prices. The index shall be the “Retail, On-Highway Diesel Prices – Average All Types, Midwest Region” as determined and published by the Energy Information Administration (EIA). The benchmark date shall be defined as this fuel index on June 1 of each year.

The fuel portion of the BCF payable for each successive Contract year shall equal the BCF fee payable for the previous year adjusted proportionately by the annual fuel index. The fuel portion of the BCF will be adjusted by the relative change each year compared to the benchmark date. For example, the fuel portion of the BCF for all of 2013 will be based on the proportional change in the fuel index from June 1, 2012 compared to June 1, 2011.

If Contractor switches to compressed natural gas (CNG), the contractor and City shall mutually agree on a different fuel index that is based on natural gas rather than diesel fuel.

### **8.5 Trash Cart Exchange/Replacement Delivery Fee**

Residents shall be allowed to change their cart size a maximum of once per year without incurring an exchange fee. The Contractor may charge residents for exchanges over that free allotment of once per year. Also, the Contractor may charge residents for cart replacement if it is damaged prematurely (i.e., not normal wear and tear). The Proposers shall specify the proposed trash cart exchange/replacement fee in the Form E – Price Worksheet.

### **8.6 Proposed Fees for Other Services**

Proposers shall specify their proposed fees in Form E – Price Worksheet for the following other services:

1. Separate yard waste collection
2. Separate collection of bulky items (requiring special processing)

3. Separate collection of bulky items (not requiring special processing)
4. Separate collection of electronic waste
5. Clean-up events

### **8.7 City-Imposed Trash Cart Fee**

The City reserves the exclusive right to unilaterally impose a trash cart fee that would be charged by the Contractor to residents and paid to the City to help defray the costs of new trash carts. If such a fee is imposed, the City will consult with the Contractor to discuss schedule, amount, line item wording on the Contractor's bill.

### **8.8 Bad Debt / Delinquent Accounts**

The Contractor shall make reasonable efforts to collect payments past due. Phone calls and other communications about such bad debt shall be carefully logged, documented and summarized in the required monthly and annual reports.

Delinquent accounts shall be defined as those residents who have not paid and are over **six months** past due. The Contractor may impose their own reasonable administrative service fee for delinquent accounts over six months past due provided that adequate written notice has first been provided to the resident with copies retained in the Contractor's files. All such written notice of delinquent accounts shall be sent both to the owner of the property and, if rental property, to the tenant and/or trash account holder.

The Contractor may request bad debt collection support from the City for delinquent accounts over **twelve months** past due. The City shall establish its own procedures for processing and administration of such requests from the Contractor to collect bad debt via the City's normal taxing and property lien authority.

## **9 Term of Contract**

The term of the new trash Contract will be a period from October 1, 2012 through December 31, 2017 for a total of five (5) years and three months. The City may consider up to two one-year extensions for years 2018 and 2019, at the City's sole discretion.

Such one-year extensions will be subject to the City's sole determination of the service and of its residents' best interests. Such extensions shall be negotiated based on mutually agreeable terms. The successful proposer shall not consider the right of City to extend the initial five (5) year term with up to two, one-year extensions to constitute or imply any obligation by City to renew the contract.

The Contract shall specify conditions under which the Contract may be terminated by either party prior to the end of the term specified in this Section of the RFP. Such early termination may be with cause such as a major breach of contract. Any such early termination shall be preceded by appropriate notice and communications such that the Contractor has the ability to take corrective actions to remedy the breach before any such early termination.

## **10 City Intent to Use Competitive Procurement Process for Next Contract Round**

The City intends to initiate a new competitive procurement process towards the end of the term of the proposed contract. The City intends to use a competitive procurement process for the next contract round such as a request for proposals (RFP) or request for bids (RFB). Nothing in this RFP shall be construed to imply that the City intends to negotiate extensions beyond the limit of the contract term specified in Section 9 above.

## **11 Submitting Proposals**

To the best of its ability, the City will use the following process and schedule for its decision-making:

### **11.1 Proposed Schedule**

*(All dates in 2011 unless specified otherwise)*

#### **Competitive Proposal Development (AKA “Continued Planning”) Period:**

July 12, 2011	Release of RFP
July 21, 2011	Pre Proposal Conference
July 25, 2011	Questions from Potential Proposers Due
August 2, 2011	City Response Deadline
August 19, 2011	Proposals Due

#### **Negotiating Period:**

September 26	City Council receives report from Trash Hauling Working Group and, if approved, authorizes contract negotiations with one or more trash haulers
November 28	City Council authorizes contract execution and/or improvements to existing system
December 23	City and contractor execute contract

#### **Contract Implementation Period:**

October 1, 2012	Contract Start Date
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### **11.2 Pre-Proposal Conference**

A Pre-Proposal Conference will be held July 21, 2011. Attendance by at least one representative from each proposer is strongly encouraged. The Conference will begin at 1:00 p.m. in the Maplewood City Council Chambers, 1830 County Road B East, Maplewood, MN. Those attending the Pre-Proposal Conference will automatically receive any addenda issued by the City.

### **11.3 City's Project Contact Person**

Prospective Contractors interested in responding to this RFP may contact the City with questions to the City's primary, designated contact person:

Ms. Shann Finwall, Environmental Planner  
Community Development Department  
City of Maplewood  
1830 County Road B East  
Maplewood, MN 55109  
Phone: (651) 249-2304 ♦ Fax: (651) 249-2319  
E-mail: [Shann.Finwall@ci.maplewood.mn.us](mailto:Shann.Finwall@ci.maplewood.mn.us)

If Ms. Finwall is not available, the City's designated alternative contact person is:

Mr. Steven Kummer, Civil Engineer II  
Department of Public Works  
City of Maplewood  
1902 County Road B East  
Maplewood, MN 55109  
Phone: (651) 249-2418  
E-mail: [Steven.Kummer@ci.maplewood.mn.us](mailto:Steven.Kummer@ci.maplewood.mn.us)

Any other contact with other City staff, City Council Members, members of the City's Environmental & Natural Resources Commission, or the City's consultant during the competitive proposal development period (currently scheduled from July 12 through August 19, 2012) about this RFP or the City's overall trash collection system analysis will be considered unauthorized contact and may subject the company to disqualification from further consideration.

### **11.4 Addenda to the RFP/Notification of Interest in Receiving Addenda**

The City reserves the right to amend or clarify this RFP by addenda. Addenda may only be issued automatically to those proposers attending the Pre-Proposal Conference or who have specifically requested to receive the addenda by a written request (e.g., via email).

Addenda may be issued at any time prior to the date for receipt of proposals. If such revisions or clarifications are of such a magnitude as to warrant, in the opinion of City, the postponement of the date for the receipt of proposals, written notification will be issued to the proposers, announcing the revised date.

Addenda will be faxed, emailed, or express-mailed. All addenda issued to this RFP shall become part of the RFP document. Proposers shall acknowledge receipt of any such addenda in their proposal.

### **11.5 Questions**

Questions, requests for clarification or requests for information about this RFP or process must be submitted in writing (via mail, email or fax) to the Designated Contact Person by

4 p.m., on **Monday, July 25, 2011**. All questions and requests for more information and the City's responses will be summarized in writing and forwarded to all prospective proposers by end-of-business **Tuesday, August 2, 2011**.

### **11.6 Proposals Held Confidential**

Only the company names of vendors submitting proposals will be made public consistent with the Minnesota Government Data Practices Act (M.S. 13.591). All proposal documents shall be held as confidential until the City Council awards a Contract and authorizes staff to execute the Contract.

### **11.7 Review Committee**

The City will use its Trash Hauling Working Group as the review committee, to review and analyze the details of the qualified submitted proposals. (See Section 18, "Evaluation Criteria and Methodology" of this RFP.)

### **11.8 Negotiations**

City staff may negotiate with the top ranked vendor as authorized by City Council for purposes of finalizing a contract. If negotiations with top-ranked vendor are not successful, the City staff may then initiate negotiations with second ranked vendor, and so on. The City reserves the right to negotiate specific work elements with a respondent into a Contract.

### **11.9 Cost of Proposal Preparation and Negotiation**

Proposers shall participate in this RFP procurement process and any negotiations and shall prepare the required materials and submittals and any subsequent materials and submittals at their own expense, and with the express understanding that there may be no claims whatsoever for reimbursement from City for the cost, expenses, or damages that may be associated with this process.

The City accepts no liability for costs and expenses incurred by the proposer in connection with this RFP, subsequent interviews, negotiations, and contract execution. The City reserves the right to terminate the proceedings at any time.

### **11.10 Inspections**

All proposed services, trucks and facilities are subject to inspection, approval, and acceptance by the City, both during the procurement process and after the execution of a contract with the successful proposer. The City will give reasonable notice of such inspections. Proposers will not be responsible for normal City inspection costs.

### **11.11 Availability of Information**

Throughout this RFP, the City and its advisors have exerted their best efforts to present information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the proposers. It is the proposer's responsibility to use this information and verify same during the proposal, negotiation, and project-information periods.

Best efforts have been made to provide accurate information; however, the City and its advisors make no guarantees or warranties that the information contained in this RFP or referenced documents are accurate and complete. All summaries of laws and documents do not purport to be complete, and proposers are referred to each such law and document for a full and complete statement of relevant provisions. In the event any of the summaries in the text are inaccurate, the provisions of the actual laws and documents shall be controlling.

The City and advisors are not and shall not be liable for omissions or errors contained in the RFP, and submittal of a proposal by a proposer shall serve as the proposer's verification and acknowledgement of the City's lack of liability.

## **12 Proposals May be Rejected in Whole or Part**

The City reserves the right to:

- ◆ Reject any or all proposals;
- ◆ Reject parts of proposals;
- ◆ Negotiate modifications of proposals submitted for purposes of finalizing and executing a Contract; and
- ◆ Accept part or all of the proposals on the basis of consideration(s) other than cost or proposed rates.

## **13 How to Submit Proposals**

Proposal shall be submitted to the Community Development Office at City Hall no later than 4 p.m. (CDT) on **Friday, August 19, 2011**, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: "Residential Trash Collection Services Proposal"

City of Maplewood, City Hall  
Community Development Office  
1830 County Road B East  
Maplewood, MN 55109

c/o Shann Finwall, Environmental Planner

Proposals will be date-stamped and treated in accordance with MN Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Eight (8) written, hard copies of the proposal, including all forms and proposer attachments, shall be submitted.

One electronic copy of the proposal must also be submitted on a CD disk (or suitable alternative disk format) inside of the sealed envelope. The proposal file must be formatted in Adobe PDF or another suitable alternative.

## **14 Proposal Content**

### **14.1 Qualifications Section**

All proposers must submit a Qualifications Section within their proposals. The Qualifications Section must include information in the following three areas:

- ♦ General management ability;
- ♦ Financial stability and strength; and
- ♦ Solid waste collection experience including trash, yard waste, bulky waste and electronic waste collections.

Unless directly related to the response and referenced in the text, sales brochures are not required.

All submissions will become the property of City and will not be returned. The City, at its sole discretion, may reject any and all responses and/or issue subsequent requests for qualifications and proposals.

The Qualifications Section of each proposal must include the following subsections:

#### **14.1.1 General Management**

Proposers will be evaluated on the basis of their demonstrated overall management and experience, as reflected in the successful implementation of previous and/or current materials collection projects. Each proposer shall demonstrate the ability to perform all required tasks successfully, and must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each proposer shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to the following factors:

- ♦ Demonstrated successful working relationships with municipalities and/or public solid waste agencies;
- ♦ Number of similar collection projects within the Twin Cities metropolitan area;
- ♦ Innovative techniques used to increase efficiency; and
- ♦ Past and anticipated approach to customer service.

#### **14.1.2 Financial Stability and Strength**

The proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations. Proposers will be evaluated on the basis of their credit references, demonstrated ability to finance the required equipment, and ability to provide the performance bond (see Section 20.3).

A specific letter from a surety company or a guarantor indicating the intent to provide the proposer's performance bond must be provided in the proposal. Proposers must submit at least three (3) credit references.

Proposers must submit evidence of the ability to finance the equipment needed by submitting a financing plan for necessary equipment. Where the proposer is a corporation, submit evidence that the proposer is in good standing under the laws of the state of incorporation.

The proposer must submit the litigation history (with explanation) for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in this venture, and/of any corporate officer.

### **14.1.3 Trash Collection Experience**

Proposers will be evaluated on the basis of their demonstrated experience in the collection of trash, yard waste, bulky waste and electronic waste materials. Proposers are encouraged to submit references for existing residential collection services, especially under contract to municipalities, to demonstrate their experience and success. The City may give particular attention to the performance data provided for these reference projects.

The proposer must demonstrate the following:

- ◆ Overall experience in the solid waste industry; and
- ◆ Experience in the successful operation of the type of residential trash, yard waste, bulky waste, and electronic waste collection services solicited in this RFP.

## **14.2 Overview of Services**

The proposer shall describe services proposed in response to this RFP. This Overview shall provide sufficient information to demonstrate the proposer's clear understanding of the services requested by the City through this RFP.

### **14.2.1 Collection Proposal**

The proposal shall describe the proposed collection service. The document shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the performance objectives provided in this RFP and handle the quantity and composition of materials to be collected. The information should include, at a minimum, equipment descriptions and identification of and schedule for obtaining necessary permits.

### **14.2.2 Equipment and Route Description**

The proposer shall submit equipment specifications of all the equipment to be used. Form F, Itemized Listing of Trucks and Other Collection Equipment, is to be used for this purpose. In addition, the proposer shall produce or use vendor-supplied data sheets for major items or equipment along with any necessary supporting text. No substitutions or modifications may be made for the proposed equipment without prior written notice to and approval of the City.

### **14.2.3 Cart Management and Administration**

The proposer shall describe a plan for receipt, assembly, distribution, storage, maintenance, and replacement of carts. Experience the proposer has with the extent of

cart replacement and warranty work with a specific cart manufacturer or supplier should be provided. The proposer shall describe their approach to servicing carts that are blocked by parked cars, placed too close to other carts or waste items, and other challenges.

#### **14.2.4 Public Education Plan**

The proposal must describe the public education services as specified in this RFP.

#### **14.2.5 Management Plan**

The Management Plan must include a description of the proposed management structure and approach, as well as a statement of the problems that the proposer believes are likely to arise during collection, start-up, and for ongoing operations and the methods proposed to deal with them. This should include, at a minimum, such problems as: employee absenteeism; equipment breakdowns; and capability to provide collection of optional/additional materials.

The Management Plan must address specifically how the proposer will work with the City to identify and resolve consistent sources of problems. A Staffing Plan indicating number of employees and how they will be staffed to ensure collections capacity and customer service must also be included in the Management Plan. A clear statement of the management structure of the proposer's company must be supplied. If the proposer is a joint venture or team, the roles, responsibilities, and reporting structure of each team member must be clearly presented.

#### **14.2.6 Clean-up Event Plan**

The proposer shall submit a description of the intended approach to provide the Clean-up Event collection service. Describe proposed equipment and labor and how the Contractor will coordinate events with the City. Describe a City - Contractor planning process and schedule that will more fully detail the work plan for Clean-up Events.

### **14.3 Safety Plan Required**

The Proposer shall outline the elements of their safety plan for trash and related collection systems within their proposal.

### **14.4 Price Proposals**

All of the proposers proposed prices shall be submitted on the Form E – Price Worksheet. This form shall be executed by the authorized official to bind the company. If an alternate proposal is submitted, a separate Form E – Price Worksheet must be included and labeled that clearly specifies the proposed costs of any such alternate provision. See Section 8 – Payment Terms for more details on price proposals.

### **14.5 Contract Proposal**

The Contract Proposal shall indicate the proposer's willingness to enter into the Agreement that addresses collection services specified in this RFP. The City intends to work as expeditiously as possible in finalizing a Contract with the selected proposer(s).

A draft Trash Collection Service Agreement will be provided as an RFP addendum to those parties attending the pre-proposal conference or those parties specifically requesting a copy. Any contract received must be returned as part of the Proposal with all written comments, exceptions, and proposed alternative language taken by the proposer to this Contract clearly indicated on a “tracked changes” copy of the Contract. DO NOT provide comments via a separate document; put comments directly on the electronic Draft provided. If exceptions are taken, alternate language acceptable to the proposer must be provided. Failure to provide written comments on any part will mean that the language is acceptable to the proposer and will not be subject to negotiation. In reviewing and evaluating the proposals, the City will take into consideration the number of exceptions to the conditions set forth in the Contract as well as any additional language recommended by the proposer. If all language is acceptable, the proposer must provide written comment to this effect. Failure of the proposer to provide any written comment or acknowledgement of acceptance of the conditions of the Contract will be considered non-responsive to the RFP and the proposal may not be accepted.

#### **14.6 Proposal Forms**

Proposers shall submit the following forms as an integral part of their proposals:

- ◆ Form A: Proposal Content Checklist
- ◆ Form B: Proposer Information Questionnaire
- ◆ Form C: Certification of Binding Signature
- ◆ Form D: Certification of Independent Proposal Pricing
- ◆ Form E: Price Worksheet
- ◆ Form F: Itemized Listing of Trucks and Other Collection Equipment; and
- ◆ Form G: Acknowledgement of Receipt of Addenda

All forms must be completed and submitted for the proposal to be deemed responsive. The proposer must indicate clearly on the form(s) if any information is not applicable. All forms must be executed by an official authorized to bind the proposer, and must be submitted as part of the proposal.

### **15 Citywide vs. Districts**

This RFP allows for Proposers to specify if they want to propose on the:

- ◆ **Citywide (Option A)** – Proposal to provide trash collection services for the entire City. (Note: If such a proposal is successful and awarded, the City would award only one Contract.)
- ◆ **Districts (Option B)** – Proposal to provide trash collection services for any or all districts only. (Note: If this proposal is successful and awarded, the City would award multiple Contracts. The City will award up to three districts.)
- ◆ **Citywide Plus Districts (Option C)** – Proposal to provide trash collection services under both the Citywide (Option A) and the Districts (Option B).

Proposers must specify which option(s) they are proposing (see Form B – “Proposer Information Questionnaire”; Section 3: “Citywide vs. Districts).

If you are proposing on more than one option listed above, you will need to complete and attach a separate Form E – Price Worksheet for each option.

## **16 Vendors May Team with a Maximum of Three (3) Other Companies**

Respondents may subcontract with no more than three (3) other companies for residential trash Collection services. This is allowed as needed, but all such primary contractor/subcontractor relationships must be explicitly described in each proposal.

Team proposals will be accepted in response for the Citywide Option A only. Under this Citywide Option A, the City will contract with only one primary Contractor for residential trash services.

For purposes of this RFP, the City will accept Team proposals that are submitted by up to four haulers that respond to the proposal jointly. Furthermore, if a hauler chooses to submit a Team proposal with another hauler, they may not respond to this proposal individually.

If one or more subcontractors are to be used, the subcontractor must be included in the proposal when it is submitted to City. Any change in subcontractors after the proposal submission date must be approved by the City.

## **17 RFP and Proposal to Become Part of Final Contract**

The contents of this RFP, any addenda to this RFP, the successful proposal, and any written clarifications to the contents thereof submitted by the successful proposer shall become part of the contractual obligations and be incorporated by reference into the ensuing Contract. If any provision of the Contract is in conflict with the referenced RFP or proposal, the Contract shall take precedent.

## **18 Evaluation Criteria and Methodology**

The City will objectively evaluate the proposals submitted to determine the best value for the City and its residents. A comprehensive set of criteria will be used to quantify the merits of each proposal package. The evaluation criteria and relative point values for each are shown below. The major evaluation criteria are:

<b>Criteria</b>	<b>Weight</b>
1. Proposed prices	32
2. Qualifications	10
3. Service	20
4. Environmental benefits and street impacts	19
5. Safety	8
6. Aesthetics	5
7. Proposal content and overall responsiveness	6
<b>TOTAL</b>	<b>100</b>

Sub-criteria to be used in evaluating each proposal are listed below.

### **18.1 Proposed Prices**

The price criteria to be used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Competitiveness of the proposed collection service fees relative to other proposals over the life of the contract.
- ◆ Competitiveness of the proposed trash disposal fees relative to other proposals over the life of the contract.
- ◆ Amount of the fee to deliver a replacement or additional cart to an existing household.
- ◆ Competitiveness of the proposed fees for other services (e.g., yard waste, bulky items, clean-up events, etc.) relative to other proposals over the life of the contract.

(See Form E – Price Worksheet for more details on price components for each type of collection service.)

### **18.2 Qualifications**

The qualification criteria used to evaluate each proposal include, but are not necessarily limited to the following:

- ◆ Demonstrated, successful experience (including that of key staff) establishing working relationships with public agencies
- ◆ Demonstrated successful operations of similar materials collection system(s)
- ◆ Techniques and controls for project management, such as: reporting samples provided, payment, and monitoring responsibilities
- ◆ Demonstrated capability to provide a performance bond
- ◆ Demonstrated good credit references and the ability to finance all the capital investments required
- ◆ Aggregate age of truck equipment proposed
- ◆ Any lawsuits that may impact the proposer’s ability to perform the services specified in this RFP and/or the Contract

### **18.3 Service**

- ◆ Proposed customer service plans (e.g., office administration, phone response system, etc.)
- ◆ Proposed plans to implement a fully automated collection system
- ◆ Proposed plans to implement yard waste collection services
- ◆ Proposed plans to implement other on-route collection services (e.g., bulky items, trash collection from City buildings, etc.)
- ◆ Proposed public education services
- ◆ Proposed plans to implement a RFID system

### **18.4 Environmental Benefits and Street Impacts**

- ◆ Proposed plans to implement alternative fuel vehicles (e.g., CNG, biodiesel, etc.)
- ◆ Other proposed pollution abatement plans
- ◆ Proposed equipment (e.g., type of tires, number of axles) to reduce road impacts
- ◆ Proposed plans to control and manage litter
- ◆ Stated plans and commitment to help the City implement a future organic waste (e.g., food waste) recovery program
- ◆ Other proposed environmental policies, programs and proposals specific to the City of Maplewood

### **18.5 Safety**

- ◆ Safety record on Minnesota operations
- ◆ Proposed safety plan concept for City of Maplewood operations
- ◆ Other safety policies, programs and proposed operations

### **18.6 Aesthetics**

- ◆ Stated plans to help the City implement a standardized trash cart system
- ◆ Stated plans to collect overflow trash, bulky items, and yard waste in a timely manner

### **18.7 Proposal Content and Overall Responsiveness**

- ◆ Degree of exceptions and/or comments on draft Trash Collection Service Agreement
- ◆ Thoroughness of written proposal (e.g., lack of omissions)

## **19 Liquidated Damages**

### **19.1 Specified Liquidated Damage Amounts**

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

1. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
2. Failure to collect properly notified missed Collections - \$250 per incident.
3. Failure to provide monthly and annual reports - \$100 per incident.
4. Failure to complete the Collections within the specified timeframes without proper notice to the City - \$100 per incident.
5. Failure to clean up from spills during Collection operations - \$250 per incident.

These designated amounts for non-performance do not represent penalties.

### **19.2 Communication Procedures to Notify Contractor of a Contract Violation**

The City will notify the Contractor in writing documenting the nature of any violation of the Contract or other law or rule. The Contractor shall then have the opportunity to address and remedy the issue at which point the City shall determine if a liquidated damage is still appropriate at the City's sole determination. The Contractor shall notify City in writing of its remedy.

## **20 Insurance and Other Legal Requirements**

### **20.1 Insurance**

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

#### **20.1.1 Workers Compensation Insurance**

Workers Compensation insurance shall meet the statutory obligations with Coverage B - Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

#### **20.1.2 Commercial General Liability Insurance**

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. This insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

### **20.1.3 Commercial Automobile Liability Insurance**

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

### **20.1.4 Professional Liability Insurance or Errors & Omissions Insurance**

Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30)-day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its sub-contractors, if sub-contracting is allowable under this contract, to comply with these provisions.

## **20.2 Transfer of Interest**

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

## **20.3 Performance Bond**

The Contract shall specify requirements for a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$300,000.

## **20.4 Independent Contractor**

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor

only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

### **20.5 Hold Harmless**

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

### **20.6 Accounting Standards**

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

### **20.7 Retention of Records**

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of three (3) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for three (3) years after final disposition of such property.

### **20.8 Data Practices**

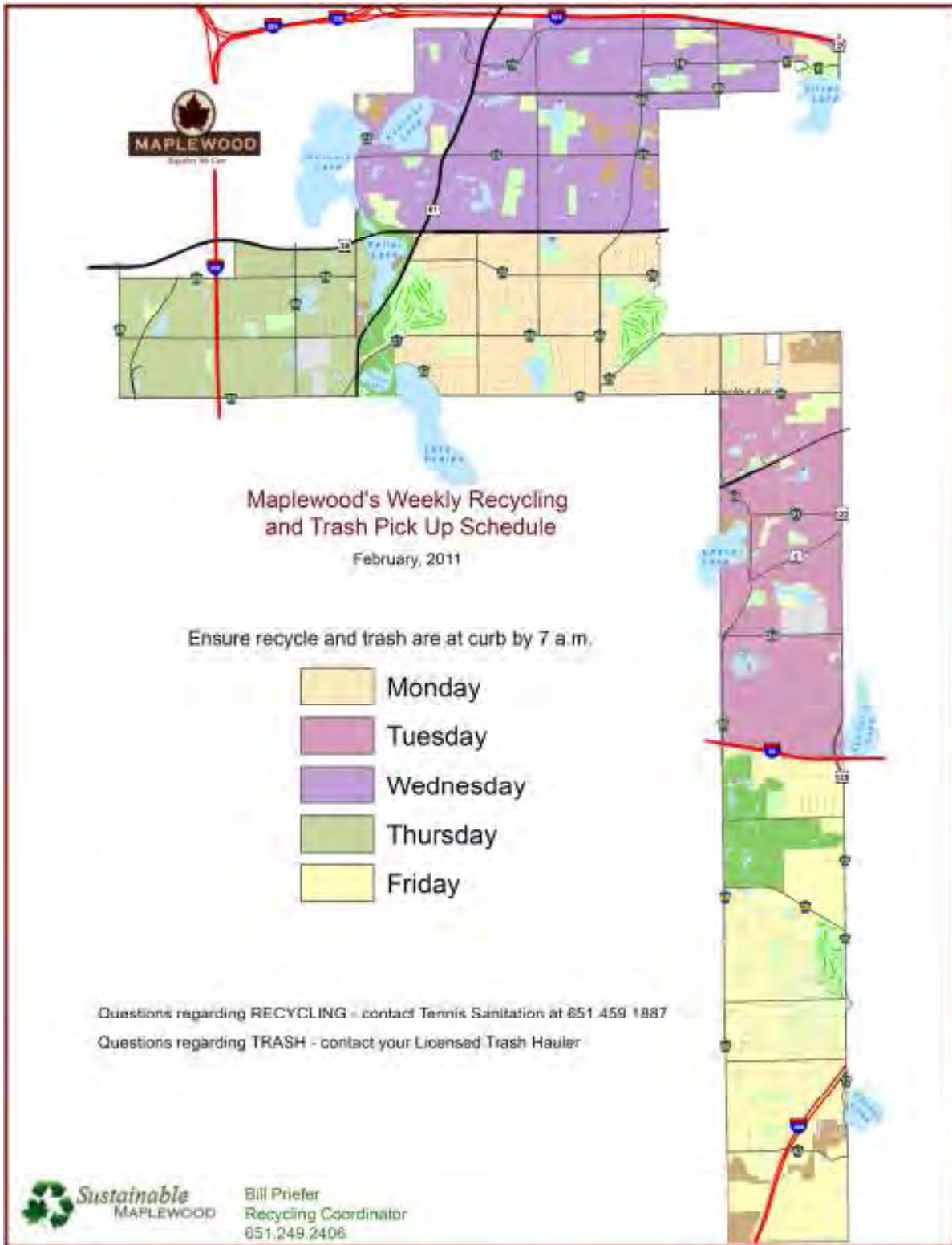
Vendors submitting proposals shall agree to comply with the Minnesota Government Data Practices Act in Minnesota Statutes (Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality.

All Proposals shall be treated as confidential, non-public information until the City and a vendor fully execute a final contract or the City elects to not contract for residential trash collection. At that time the proposals and their contents may become public data under the provisions of the Minnesota Government Data Practices Act.

**RFP Attachments**

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**Attachment A:  
Map of Weekly Recycling and Trash Collection Service Areas**



## **Attachment B: Current Residential Household Counts**

### **1. Current residential household trash stop estimates.**

- ◆ Eligible Single Family Dwellings (SFD) = **10,734 SFD's**  
[These are included in the scope of this RFP and the specified residential trash collection service.]

Included in the eligible SFD count:

- ▶ 254 manufactured homes that do not have city curbside recycling.

Excluded in this eligible SFD count:

- ▶ 1,200 townhomes or manufactured homes that currently have a trash collection contract. These dwellings are defined as not eligible for the City's proposed contracted trash service even though these are serviced with City curbside recycling.]

**Note:** Other townhome associations, manufactured home parks and other planned unit developments that have a home association that currently have trash collection contracts at the time of this Contract award are not eligible for the City's proposed trash collection Contract services. However, these associations and manufactured home parks may request to the City and the Contractor to be added in to the City Contract service at a later date under a procedure to be established by the City.

Also, individuals may provide their own trash collection services if they have an environmentally sound alternative collection and disposal service as allowed by Minnesota Statutes. M.S. 115A.941, Subd. (a) requires Metro Area cities over 1,000 in population to ensure that residents and businesses have solid waste collection service. M.S. 115A.941, Subd. (b) allows such a city to "exempt a residential household or business in the city or town from the requirement to have solid waste collection service if the household or business ensures that an environmentally sound alternative is used." The City may develop a standard petition procedure for residents who may wish to apply to be exempt from required collection services.

### **2. Current non-residential household counts.**

- ◆ Non-eligible, Multi-Family Dwellings (MFD) = **4,292 MFD's**  
[These "commercial" MFD's are excluded from the scope of this RFP for the specified residential trash collection service.]

## **Attachment C: Other Service Level Assumptions**

- ◆ Number of walk-in recycling accounts = 15  
[This number shall be assumed to be the same number of trash walk-in counts.]
- ◆ Relative service level frequency by size of residential trash cart:

20-gallon service = 5 percent

30-gallon service = 15 percent

60-gallon service = 40 percent

90-gallon service = 40 percent

- ◆ Relative weight by cart size:

20-gallon service = 20 pounds

30-gallon service = 25 pounds

60-gallon service = 35 pounds

90-gallon service = 45 pounds

[Note: These weights by cart size are assumed estimates and may not reflect actual densities or relative weights.]

**Required Proposal Forms**

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## **Form A: Proposal Content Checklist**

**Instructions:** Please check off the forms and other proposal sections to assure that your proposal is complete and all forms are signed:

- \_\_\_ Proposal cover letter
- \_\_\_ Form A: Proposal Content Checklist
- \_\_\_ Form B: Proposer Information Questionnaire
- \_\_\_ Complete Responses to Section 14 of this RFP
- \_\_\_ Form C: Certification of Binding Signature
- \_\_\_ Form D: Certification of Independent Proposal Pricing
- \_\_\_ Form E: Price Worksheet
- \_\_\_ Form H: Itemized Listing of Trucks and Other Collection Equipment
- \_\_\_ Form I: Acknowledgement of Receipt of Addenda

## Form B: Proposer Information Questionnaire

**Instructions:** Please attach additional pages as may be necessary to properly respond to each of the following questions. This and other forms can be downloaded electronically from the City's RFP "Trash Collection System Analysis" web page:

<http://www.ci.maplewood.mn.us/index.aspx?NID=713>

*If this is a teaming arrangement, please list all team members on a separate page, providing an address, telephone number, and contact for each.*

### 1. General Contact Information

Name of Company Proposing: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Type of organization (e.g., corporation, joint venture, partnership, individual):

\_\_\_\_\_

\_\_\_\_\_

Is this a "Team" proposal (see Section 16 "Vendors May Team with a Maximum of Three (3) Other Companies")? Yes \_\_\_ No \_\_\_ If yes, please name of Other Company or Companies Proposing as a part of your Team:

\_\_\_\_\_

\_\_\_\_\_

References: Please provide on separate pages collection references (provide municipality, capacity (number of households per day), contract structure between the organization and the municipality(ies) or public agency being serviced, type and frequency of service provided, etc.). If this is teaming arrangement, collection references for each team member should be submitted. The word "Company" as used below includes partnerships, corporations, and/or sole proprietorships.

### 2. Business Information

Complete this section for the proposer and, if applicable, each member of a teaming arrangement.

Within the past five (5) years, has the company submitting this proposal failed to complete a contract? Yes \_\_\_ No \_\_\_

If so, state name of parties to the contract, the date of the contract and the reason for non-completion. If a bond was posted, state the contact information for the bond company.

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Within the past five (5) years has the company submitting this proposal or any facility or property owned or operated by this company failed to perform any of its contract obligations with any municipality, county or other public entity?

Yes \_\_\_ No \_\_\_

If so, state the nature of the failure.

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With what other lines of business are you or your company directly or indirectly affiliated?

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Describe the nature of your current business:

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State the length of time you have been in business under your present name:

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Within the last five (5) years, has the company submitting this proposal, or any facility or property owned or operated by your company ever been the subject of administrative or judicial action for alleged violation of the conditions of a permit issued by a governmental entity; or alleged violations of environmental, zoning, or public health laws or regulations? If so, state the details and disposition.

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**Form B:** (continued)

Has the company submitting this proposal or any of its subsidiaries been a party to any lawsuits within the last five (5) years that may affect its ability to perform the obligations described in the proposal? If so, list these lawsuits:

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List names and business address of all individuals financially associated with the company that is submitting this proposal:

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3. **Citywide vs. Districts** (Note: See Section 15 “Citywide vs. Districts”)

The RFP allows for Proposers to propose on up to three options. Do you intend for this proposal to be for:

Citywide option only (“option A”)

Districts option only (“Scenario B”)

Both Citywide and Districts options (“Scenario C”)

Note: If you are proposing on more than one option, you will need to complete and attach a separate Form E – Price Worksheet for each option (Scenario A and Scenario B).

**Form B:** (continued)

The RFP specifies that, if the City awards multiple Contracts by District area, a maximum of three (3) Districts will be awarded to any one company. If you are proposing on either of the options with Districts, which Districts are you proposing to serve?

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

The City reserves the right to negotiate with individual proposers to decide on final District assignments.

(See Section 1.3 and 1.4 and the service areas map in Attachment A for more details and further description of the current day-certain areas.)

4. **Automated Collection Equipment** (Note: See Section 7.2 “Automated Lifters Preferred but Not Required”)

If awarded this contract, will your company (or proposed team), be able to provide automated trash collection service by the Contract start date?

Yes  No

If not, will you be able to provide automated collection at some time in the future?

Yes  No  If yes, please explain your proposed schedule for implementing automated collection: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What percent of your trash collection truck fleet is equipped with automatic collection devices? \_\_\_\_\_ percent

5. **RFID** (Note: See Section 3.5 “Trash Carts”)

The City is requiring all new carts used in the City to be manufactured and installed with radio frequency identification (RFID) tags for possible later integration into a data management system to be implemented at some time in the future within this Contract term. Within the term of this contract, will your company be able to install the necessary truck-mounted RFID scanner, (i.e., RFID reader) antennae, and on-board computer on vehicles serving the City? Yes  No

**Form B:** (continued)

If yes, please describe schedule for equipment purchase, installation and system roll-out:

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6. **Impacts on Roads** (Note: See Section 3.4 “Collection Vehicle Equipment Requirements” and Section 3.32 “Compliance with City, County and State Road Weight Limit Restrictions”)

The City will require that all trash collection vehicles are in full compliance with City, County and State road weight restrictions. Please describe your plans for reducing impacts on roads and means to comply with road weight restrictions: \_\_\_\_\_

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7. **Pollution Reduction and Environmentally Sustainable Initiatives** (Note: See Section 3.10 “Pollution Reduction and Environmentally Sustainable Initiatives”)

Please describe all of your plans for such pollution reduction and environmentally sustainable initiatives. Special focus should be on initiatives to be implemented while servicing residents in the City (e.g., vehicle emissions and fuel use while on the City’s collection routes).

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8. **Food Waste and Other Organic Waste Collection** (Note: See Section 5 “Food Waste and Other Organic Waste”)

The City plans to implement a separate food waste and other organic waste collection service at some undetermined time in the future. No specifications or cost estimates are available at this time. If awarded the Contract, please describe your plans to work with the City to implement a separate food waste / other organic waste collection system:

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**Form B:** (continued)

**9. Pay As You Throw / Variable Rate Pricing** (Note: See Section 3.25, “Pay As You Throw”)

At some undetermined time in the future, the City plans to implement a more progressive set of price increments as part of a Pay As You Throw (PAYT) incentive program to help increase recycling. No specifications or cost estimates are available at this time. If awarded the Contract, please describe your plans to work with the City to implement this PAYT system:

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**10. Public Education and Service at Community Events**  
(Note: See Section 3.24 “Publicity, Promotion and Education”)

The City and the Contractor will plan for a coordinated public education campaign as specified in Section 3.24 of the RFP. Does your company use “education tags” that are left by your collection crews at the time material is left behind? Yes\_\_\_ No\_\_\_ If yes, please attach an example of one such education tag from another community.

Please describe other directly relevant public education efforts you have used successfully in the past:

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If awarded the Contract, please describe your plans for an additional public education efforts.

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**Form B:** (continued)

Please describe your past experience with providing trash and/or recycling services at community events (e.g., fairs, parades, concerts, etc.):

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If awarded the Contract, please describe your plans for servicing community events.

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Do you propose a separate cost for such community events? Yes \_\_\_ No \_\_\_  
If yes, please provide your price quote on "Form E – Price Worksheet"

Signature of person duly authorized to sign submittal on behalf of the proposer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Form C:  
Certification of Binding Signature**

**Instructions:** All forms provided in this RFP are required to be completed and be executed by an official authorized to bind the Proposal offer. All completed forms shall be made a part of the Respondent's proposal. All proposal forms must be signed by the same authorized person.

The undersigned Respondent further certifies that he/she has read the information submitted by the Proposer and has personal knowledge that the information submitted is true and correct.

I, \_\_\_\_\_  
(Name of Authorized Officer)  
\_\_\_\_\_, of \_\_\_\_\_  
(Title) (Proposer Firm Name)  
\_\_\_\_\_  
(Date)

I swear that I am authorized to execute all proposal forms included in this Proposal response to the RFP and to bind the company to these agreements; and swear that I have read the information contained in this Proposal and that I have personal knowledge that it is true and correct.

**Form D:  
Certification of Independent Proposal Pricing**

**Instructions:** This form shall be executed by the authorized official to bind the company.

The proposer makes the following representations and certifications as part of this proposal

I. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The undersigned respondent certifies that the Proposer has not directly or indirectly entered into any agreement, express or implied, with any other Proposer or Proposers (other than for purposes of forming a team as defined and allowed in this RFP) for the any of the following purposes of:

- A. Controlling of the price of such proposal or proposals;
- B. Limiting of the number of proposals or Proposers; or
- C. Parceling or farming out to any Proposer or Proposers or other persons of any part of the Contract or any part of the subject matter of the proposal or proposals or of the profits.

The undersigned respondent certifies that they have not and will not divulge the sealed proposal to any person except those as a part of a legitimate Team as per the specifications of this RFP or having a partnership or other financial interest with them in said proposal or proposals until after the Contract is fully executed or until the City publicly releases this sealed information.

The undersigned respondent further certifies that the Proposer has not been a party to any collusion including, but not limited to, actions such as:

- A. Proposers restraining the freedom of competition by agreement to make a proposal at a fixed price or pre-arranged price limit,
- B. Refraining from submitting a proposal at a fixed or pre-arranged price limit,
- C. Refraining from submitting a proposal

The undersigned responded further certifies that the Proposer has not engaged in any prohibited contact or conflict of interest with any City official or its agents such as, but not limited to:

- A. Discussion of service quantity, quality, or price in the prospective Contract or any other terms of said prospective Contract; or

- B. Any other prohibited discussions between the Proposers and City officials or agents concerning exchange of money or other things of value for special consideration in the letting of a Contract.

Signature of person duly authorized to sign submittal on behalf of the proposer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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# Form E: Price Worksheet

**Instructions:** This form shall be executed by the authorized official to bind the company. If an alternate proposal is submitted, a separate Form E – Price Worksheet must be included that clearly specifies the proposed costs of any such alternate provision.

## 1. PROPOSED TRASH COLLECTION AND DISPOSAL FEES:

### A. REGULAR, RESIDENTIAL TRASH COLLECTION SERVICE FEES:

**Base Collection Fee (BCF):**

Collection price for first cart. (See Section 8.1 for more details.)

Units: Proposed \$ price per household (HH) per month (MO): = \$ \_\_\_\_\_ /HH/MO

Additional collection price for each additional cart

Units: Proposed \$ price per extra cart per HH per MO: = \$ \_\_\_\_\_ /cart/HH/MO

Additional collection price for each overflow bag of trash

Units: Proposed \$ price per each overflow bag = \$ \_\_\_\_\_ /bag

**Portion of BCF related to fuel vs. non-fuel costs:**

Percentage of BCF allocated to non-fuel related items

Units: Percent of BCF allocated to non-fuel costs: = \_\_\_\_\_ %

Percentage of BCF allocated to fuel-related items

Units: Percent of BCF allocated to fuel costs: = \_\_\_\_\_ %

### B. REGULAR, RESIDENTIAL TRASH DISPOSAL FEES

Note: All respondents should assume a \$58 per ton tipping fee for all five years of the proposed contract as a placeholder disposal cost price. Service levels by cart size are approximate cart capacities and not exact. (See Section 8.2 for more details.)

Units: Proposed \$ price per HH per MO:

20-gallon service (every other week) = \$ \_\_\_\_\_ /HH/MO

20-gallon service (weekly) = \$ \_\_\_\_\_ /HH/MO

30-gallon service = \$ \_\_\_\_\_ /HH/MO

60-gallon service = \$ \_\_\_\_\_ /HH/MO

90-gallon service = \$ \_\_\_\_\_ /HH/MO

### C. TRASH CART EXCHANGE/REPLACEMENT DELIVERY FEE

The price to deliver a cart or carts as an exchange or addition to an existing household, as a one-time price per occurrence. (See Section 8.5 for more details.)

Units: Proposed \$ price per delivery occurrence: = \$ \_\_\_\_\_ /occurrence

(Form E – “Price Worksheet” continued on next page)

**FORM E (continued)**

**2. PROPOSED FEES FOR OTHER SERVICES:**

(See Section 8.6 for more details.)

**A. YARD WASTE FEE**

Annual price per household for separate yard waste collection base service for eight months of the year (April through November).

Units: Proposed \$ price per HH per year: = \$ \_\_\_\_\_ /HH/year

Per bag overflow charge for extra yard waste collection service above the specified base level:

Units: Proposed \$ price per overflow  
bag of yard waste: = \$ \_\_\_\_\_ /compostable bag

**B. SPECIAL BULKY ITEMS FEE**

(FOR ITEMS REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for bulky items that require special processing. For example, refrigerators, air conditioners, other large appliances, thermostats, etc. that may contain substances such as Freon or mercury that must be removed before disposal or recycling.

Units: Proposed \$ price per collection occurrence: = \$ \_\_\_\_\_ /occurrence

**C. OTHER BULKY ITEMS FEE**

(FOR OTHER ITEMS NOT REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for other bulky items that do not require special processing. For example, carpets, large furniture, etc.

Units: Proposed \$ price per collection occurrence: = \$ \_\_\_\_\_ /occurrence

**D. ELECTRONIC WASTE FEE**

Price per collection occurrence for electronic waste that require special processing. For example, TV/computer monitors, computers, and other electronics with a cord.

Units: Proposed \$ price per collection occurrence: = \$ \_\_\_\_\_ /occurrence

**PROPOSED FEES FOR OTHER SERVICES:**

**E. CLEAN-UP EVENT FEE**

Fixed annual price for two clean-up events (spring and fall), four hours each.

Units: Proposed \$ price per year: = \$ \_\_\_\_\_ /year

(Form E – “Price Worksheet” continued on next page)

**FORM E (continued)**

**3. PROPOSED ADMINISTRATIVE HANDLING FEES:**

(See Sections 3.13, 3.14, 3.15, 3.19, and 3.21 for more details.)

Any and all proposed administrative handling fees must be itemized by specific administrative service (e.g.,

Signature of person duly authorized to sign submittal on behalf of the proposer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Form F:**

**Itemized Listing of Trucks and Other Collection Equipment**

**TECHNICAL DESCRIPTION OF COLLECTION EQUIPMENT AND ROUTES**

**Instructions:** This form shall be executed by the authorized official to bind the company. Information should be completed for each different model of equipment proposed (including any spares). This list should include equipment to service the specified residential homes in the City, City facilities with dumpsters, and cart distribution.

Make of Chassis & Body	Model	Year	#	Capacity/Cubic Yards	Loading Method	Delivery Schedule, if not Currently Owned

**ROUTE PLANNING ASSUMPTIONS**

Automated Routes						
Number of Routes	Average Stops per Load	Average Stops Per Day	Collection Hours Per Full Load	Cu. Yds Per Load	Crew Size	Total Operating Hours Per Day

Signature of person duly authorized to sign submittal on behalf of the proposer:

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

**Form G:  
Acknowledgement of Receipt of Addenda**

Please acknowledge receipt of addenda to the City’s RFP for Trash Collection Services with your signature. An opportunity to acknowledge up to 10 addenda is included in this form but does not necessarily mean that 10 addenda will be provided.

- Addendum 1 \_\_\_\_\_
- Addendum 2 \_\_\_\_\_
- Addendum 3 \_\_\_\_\_
- Addendum 4 \_\_\_\_\_
- Addendum 5 \_\_\_\_\_
- Addendum 6 \_\_\_\_\_
- Addendum 7 \_\_\_\_\_
- Addendum 8 \_\_\_\_\_
- Addendum 9 \_\_\_\_\_
- Addendum 10 \_\_\_\_\_

Signature of person duly authorized to sign submittal on behalf of the proposer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## MEMORANDUM

TO: Jim Antonen, City Manager  
 FROM: Shann Finwall, AICP, Environmental Planner  
 SUBJECT: **Chicken Ordinance – Consider Approval of the Second Reading of the Chicken Ordinance and Adoption of a Resolution Setting Chicken Permit Fees**  
 DATE: July 1, 2011, for the July 11 City Council Meeting

### INTRODUCTION

Urban communities throughout the country are considering allowing chickens in residential areas as a way of promoting urban agriculture and sustainability. There has been an interest by some Maplewood residents and the Environmental and Natural Resources (ENR) Commission to allow chickens in Maplewood for this purpose as well. Maplewood's zoning code prohibits the raising or handling of poultry (including chickens) in all single dwelling residential zoning districts.

### BACKGROUND

On June 27, 2011, the City Council held the first reading of the chicken ordinance. The City Council adopted the first reading of the ordinance by a vote of three to two, with one change to the ordinance which would prohibit chickens in the city's smallest residential zoning district (R-1S, small lot single dwelling residential). A map showing the location of all 40 of the R-1S zoned lots in the city is attached (Attachment 1).

### DISCUSSION

#### Summary of Chicken Ordinance

- Up to ten hens (no roosters) allowed in all single dwelling residential districts (except for small lot single dwelling residential) with a yearly permit.
- Initial permit must be approved by 75 percent of the property owners within 150 feet of the property.
- Permit fee to be approved by City Council by ordinance.
- Slaughtering of chickens on the property is prohibited.
- Leg banding of all chickens is required. The bands must identify the owner and the owner's address and telephone number.
- A separate coop is required to house the chickens. Coop must be located in the rear or side yard and be setback at least five feet from the property lines.
- All premises on which hens are kept or maintained shall be kept clean from filth, garbage, and any substances which attract rodents. The coop and its surrounding must be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property.
- All grain and food stored for the use of the hens on a premise with a chicken permit shall be kept in a rodent proof container.

- Dead chickens must be disposed of according to the Minnesota Board of Animal Health rules which require chicken carcasses to be disposed of as soon as possible after death, usually within 48 to 72 hours. Legal forms of chicken carcass disposal include burial off-site incineration or rendering, or composting.

**Permit Process**

Following is a summary of the proposed chicken permit application process:

Initial Chicken Permit

1. Applicant would submit chicken permit application to the Community Development Department. Environmental Planner and/or City Planners would process permit: verify requirements of permit application are met including zoning, neighbor petition, site plan and fee. Once complete, the planners would conduct an inspection of the site.  
Estimated time - 1 to 4 hours
2. Once Community Development Department has conducted the required review and inspection, the Licensing Specialist would issue the permit and leg bands to applicant.  
Estimated time – ½ to 1 hour

Overall Staff Time – 1 ½ to 5 hours

Chicken Permit Renewal

1. Licensing Specialist would send renewal notice letter to applicant. Applicant would submit renewal application to Licensing Specialist. Licensing Specialist would process permit: verify requirements of renewal are met including application and fee. Licensing Specialist would forward renewal application to Community Development Department.  
Estimated time – ½ to 1 hour
2. Environmental Planner and/or City Planners would verify that there were no outstanding issues with the raising of chickens on the property throughout the year. Community Development Department would sign off on renewal application and forward to Licensing Specialist.  
Estimated time – ½ to 1 hour
3. Licensing Specialist would issue permit and new leg bands if necessary.  
Estimated time – ½ hour

Overall Staff Time – 1 ½ to 2 ½ hours.

**Permit Fee**

To estimate the cost of issuing chicken permits, staff used average hourly salaries of those staff involved in the process as follows:

1. Initial chicken permit - \$50 to \$175
2. Chicken renewal permit - \$45 to \$85

## **Dog and Cat Permit Fee**

For comparison, staff reviewed the process and fees associated with dog and cat permits. An applicant submits an application, fee, and proof of rabies vaccination and the city issues the permit. Permits are issued on January 1 and expire December 31 of the next year (two-year permit). The fee for the permit is \$21.00 for a non-spayed or non-neutered dog or cat (\$19.00 if the owner is a senior) and \$18.00 for a spayed or neutered dog or cat (\$16.00 if the owner is a senior). The dog and cat permit process takes less time than the proposed chicken permitting process, which would require verification of neighbor consent and a site inspection.

## **Other Cities' Chicken Permit Fees**

- Minneapolis: \$50 (first year) and \$30 (renewal)
- St. Paul: \$25 (first year) and \$15 (renewal)
- Shoreview: \$30
- Burnsville: \$50

## **SUMMARY**

Based on the chicken permit fee estimates mentioned above, and other cities' chicken permit fees, staff is recommending the following:

Initial permit: \$75

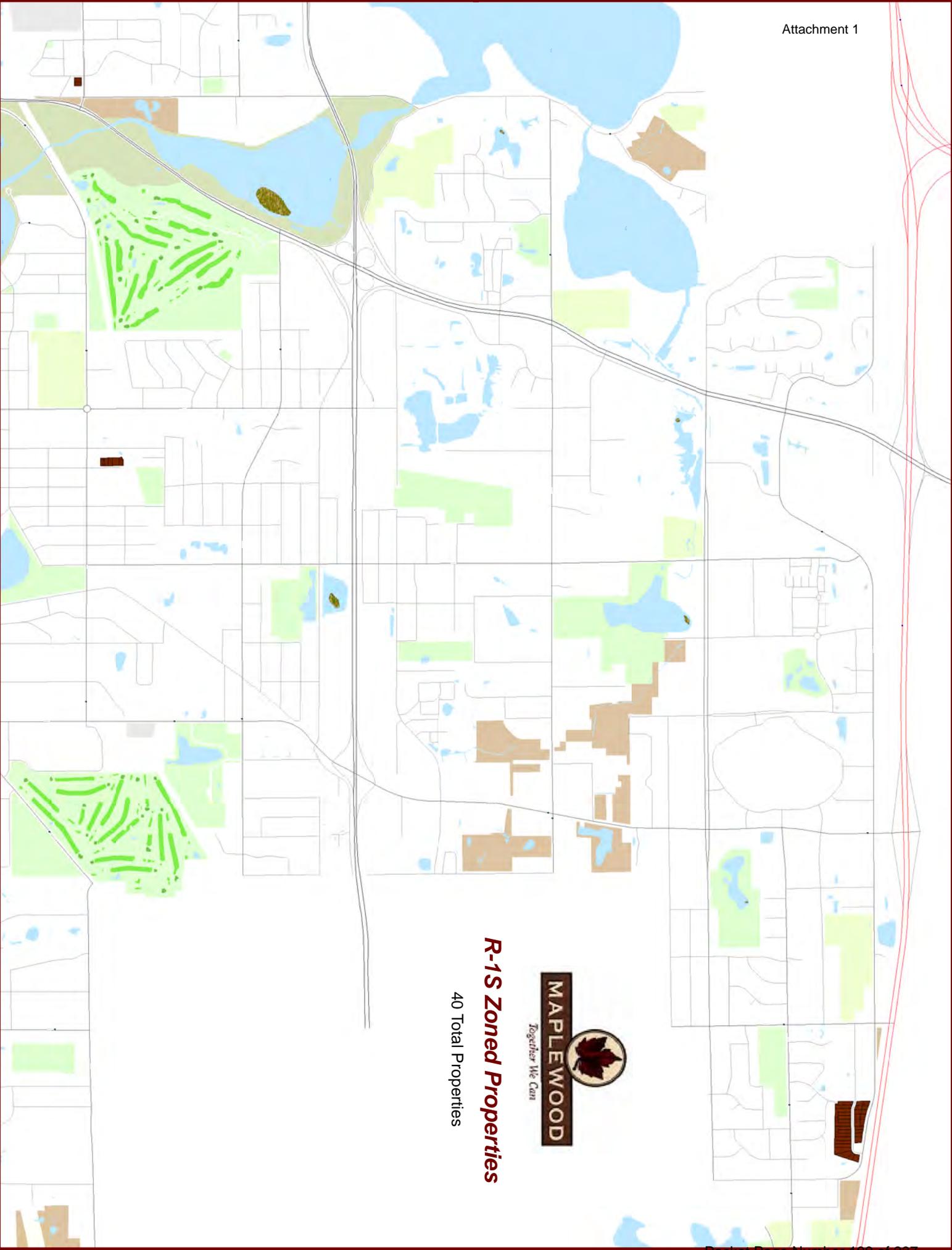
Renewal permit: \$50

## **RECOMMENDATION**

Adopt the attached ordinance (Attachment 2) and resolution (Attachment 3). The ordinance revises portions of the Zoning Code and adds language to the Animal Chapter to allow for the keeping of chickens in single dwelling residential districts (except R-1S) with a permit. The resolution sets the chicken initial permit fee at \$75 and the annual renewal permit fee at \$50.

Attachments:

1. R-1S Zoned Properties
2. Chicken Ordinance
3. Chicken Permit Fee Resolution



***R-1S Zoned Properties***  
40 Total Properties

ORDINANCE NO. \_\_\_\_\_

An Ordinance Allowing the Keeping Raising of Chickens in ~~Single Dwelling~~ Residential Zoning Districts

(Changes made since the June 27, 2011, City Council meeting first reading of the ordinance are shown in italics and underlined if added and stricken if deleted)

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

**Section 1. This section amends the Maplewood Zoning Code to allow the raising of chickens in single dwelling residential districts (except for the R-1S, Small Lot Single Dwelling Residential zoning district). (Additions are underlined and deletions are stricken from the original ordinance.)**

Chapter 44 (Zoning), Article II (District Regulations), Division 3 (R-1 Residence District)

Sec. 44-6. Definitions.

Poultry means domesticated birds that serve as a source of eggs or meat and that include among commercially important kinds, chickens, turkeys, ducks, geese, peafowl, pigeons, pheasants and others.

Sec. 44-103. Prohibited uses.

The following uses are prohibited in the R-1 Residence district:

- (1) The raising or handling of livestock, poultry (except for chickens as outlined in Sections 10-476 through 10-487, Chickens) or animals causing a nuisance, except for licensed kennels.

**Section 2. This section amends the Maplewood Zoning Code to add clarifying language to the ~~R-1S (small-lot single dwelling residential district) and R-1R (rural single dwelling residential conservation district)~~. The language added will ensure all permitted uses in the R-1 zoning amendment described in section 1 above are allowed in this district as well.**

There are five single dwelling residential districts in the city as follows: R-1, R-1S, RE-30,000, RE 40,000, and R-1R. The R-1 zoning district lists the specific uses, ~~and subsequent single dwelling residential districts (R-1S, RE-30,000, RE 40,000, and R-1R) refer to in the R-1 district for permitted and prohibited uses as well.~~ allowed in each of those districts as well. ~~Two of the city's single dwelling zoning districts (R-1S and R-1R) do not have the required references~~ However, the R-1R zoning district does not have the required reference and requires an amendment. (Additions are underlined and deletions are stricken from the original ordinance):

~~Chapter 44 (Zoning), Article II (District Regulations), Division 5 (R-1S Small-lot Single Dwelling Residential District)~~

**~~Sec. 44-192. Permitted uUses.~~**

~~(1) **Permitted uses.** *The only permitted uses allowed in the R-1S small-lot single dwelling residential district are the permitted uses in the R-1 district.*~~

~~(2) **Prohibited uses.**~~

~~(a) **Accessory buildings without an associated dwelling on the same premises.**~~

~~(b) **The raising or handling of livestock, poultry or animals causing a nuisance, except for licensed kennels.**~~

Chapter 44 (Zoning), Article II (District Regulations), Division 3.5 (R-1R Rural Conservation Dwelling District)

Sec. 44-118. Uses.

(a) ...

(b) ...

(c) Prohibited uses. The city prohibits the following uses in the R-1R zoning district:

(1) Accessory buildings without an associated single dwelling on the same property.

(2) The raising or handling of livestock, poultry (except for chickens as outlined in Sections 10-476 through 10-487, Chickens) or animals causing a nuisance, except for licensed kennels.

**Section 3. This section adds language to the city's Animal Ordinance (Chapter 10) to address the permitting requirements for chickens in residential areas (*additions are underlined*).**

Chapter 10 (Animals), Article IX (Chickens)

Sec. 10-476. Definitions.

Brooding means the period of chicken growth when supplemental heat must be provided, due to the bird's inability to generate enough body heat.

Chicken means a domesticated bird that serves as a source of eggs or meat.

Coop means the structure for the keeping or housing of chickens permitted by the ordinance.

Exercise yard means a larger fenced area that provides space for exercise and foraging for the birds when supervised.

Hen means a female chicken.

Officer means any person designated by the city manager as an enforcement officer.

Rooster means a male chicken.

Run means a fully enclosed and covered area attached to a coop where the chickens can roam unsupervised.

Sec. 10-477. Purpose.

It is recognized that the ability to cultivate one's own food is a sustainable activity that can also be a rewarding past time. Therefore, it is the purpose and intent of this ordinance to permit the keeping and maintenance of hens for egg and meat sources in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety, and welfare of the community.

Sec. 10-478. Investigation and Enforcement.

Officers designated by the city manager shall have authority in the investigation and enforcement of this article, and no person shall interfere with, hinder or molest any such officer in the exercise of such powers. The officer shall make investigations as is necessary and may grant, deny, or refuse to renew any application for permit, or terminate an existing permit under this article.

Sec. 10-479. Limitations for each dwelling unit in residential zones.

- (1) No more than ten (10) hens shall be housed or kept on any one (1) residential lot in any area of the city zoned for single dwelling residential with a permit as outlined below.
- (2) Roosters are prohibited.
- (3) Slaughtering of chickens on the property is prohibited.
- (4) Leg banding of all chickens is required. The bands must identify the owner and the owner's address and telephone number.
- (5) A separate coop is required to house the chickens. Coops must be constructed and maintained to meet the following minimum standards:
  - (a) Located in the rear or side yard.
  - (b) Setback at least five (5) feet from the rear or side property lines.
  - (c) Interior floor space – four (4) square feet per bird.
  - (d) Interior height – six (6) feet to allow access for cleaning and maintenance.
  - (e) Doors – one (1) standard door to allow humans to access the coop and one (1) for birds (if above ground level, must also provide a stable ramp).
  - (f) Windows – one (1) square foot window per ten (10) square feet floor space. Windows must be able to open for ventilation.
  - (g) Climate control – adequate ventilation and/or insulation to maintain the coop temperature between 32 – 85 degrees Fahrenheit.

- (h) Nest boxes – one (1) box per every three (3) hens.
  - (i) Roosts – one and one-half (1 ½) inch diameter or greater, located eighteen (18) inches from the wall and two (2) to three (3) inches above the floor.
  - (j) Rodent proof – coop construction and materials must be adequate to prevent access by rodents.
  - (k) Coops shall be constructed and maintained in a workmanlike manner.
- (6) A run or exercise yard is required.
- (a) Runs must be constructed and maintained to meet the following minimum standards:
    - 1) Location: rear or side yard.
    - 2) Size: Ten (10) square feet per bird, if access to a fenced exercise yard is also available; sixteen (16) square feet per bird, if access to an exercise yard is not available. If the coop is elevated two (2) feet so the hens can access the space beneath, that area may count as a portion of the minimum run footprint.
    - 3) Height: Six (6) feet in height to allow access for cleaning and maintenance.
    - 4) Gate: One gate to allow human access to the run.
    - 5) Cover: Adequate to keep hens in and predators out.
    - 6) Substrate: Composed of material that can be easily raked or regularly replace to reduce odor and flies.
  - (b) Exercise yards must be fenced and is required if the run does not provide at least sixteen (16) square feet per bird. Exercise yards must provide a minimum of one-hundred seventy-four (174) square feet per chicken.
- (7) Chickens must not be housed in a residential house or an attached or detached garage, except for brooding purposes only.
- (8) All premises on which hens are kept or maintained shall be kept clean from filth, garbage, and any substances which attract rodents. The coop and its surrounding must be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property. Failure to comply with these conditions may result in the officer removing chickens from the premises or revoking a chicken permit.
- (9) All grain and food stored for the use of the hens on a premise with a chicken permit shall be kept in a rodent proof container.
- (10) Hens shall not be kept in such a manner as to constitute a nuisance to the occupants of adjacent property.
- (12) Dead chickens must be disposed of according to the Minnesota Board of Animal Health rules which require chicken carcasses to be disposed of as soon as

possible after death, usually within 48 to 72 hours. Legal forms of chicken carcass disposal include burial, off-site incineration or rendering, or composting.

Sec. 10-480. Permit required.

The officer shall grant a permit for chickens after the applicant has sought the written consent of seventy-five (75) percent of the owners or occupants of privately or publicly owned real estate within one hundred fifty (150) feet of the outer boundaries of the premises for which the permit is being requested, or in the alternative, proof that the applicant's property lines are one hundred fifty (150) feet or more from any housestructure.

Where a property within one hundred fifty (150) feet consists of a multiple dwelling or multi-tenant property, the applicant need obtain only the written consent of the owner or manager, or other person in charge of the building. Such written consent shall be required on the initial application and as often thereafter as the officer deems necessary.

Sec. 10-481. Application.

Any person desiring a permit required under the provisions of this article shall make written application to the city clerk upon a form prescribed by and containing such information as required by the city clerk and officer. Among other things, the application shall contain the following information:

- (1) A description of the real property upon which it is desired to keep the chickens.
- (2) The breed and number of chickens to be maintained on the premises.
- (3) A site plan of the property showing the location and size of the proposed chicken coop and run, setbacks from the chicken coop to property lines and surrounding buildings (including houses and buildings on adjacent lots), and the location, style, and height of fencing proposed to contain the chickens in a run or exercise area. Portable coops and cages are allowed, but portable locations must be included with the site plan.
- (4) Statements that the applicant will at all times keep the chickens in accordance with all of the conditions prescribed by the officer, or modification thereof, and that failure to obey such conditions will constitute a violation of the provisions of this chapter and grounds for cancellation of the permit.
- (5) Such other and further information as may be required by the officer.

Sec. 10-482. Permit conditions.

- (1) If granted, the permit shall be issued by the city clerk and officer and shall state the conditions, if any, imposed upon the permitted for the keeping of chickens under this permit. The permit shall specify the restrictions, limitations, conditions and prohibitions which the officer deems reasonably necessary to protect any person or neighboring use from unsanitary conditions, unreasonable noise or odors, or annoyance, or to protect the public health and safety. Such permit may be modified from time to time or revoked by the officer for failure to conform to such restrictions, limitations, prohibitions. Such modification or revocation shall

be effective after ten (10) days following the mailing of written notice thereof by certified mail to the person or persons keeping or maintain such chickens.

Sec. 10-483. Violations.

- (1) Any person violating any of the sections of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be punished in accordance with section 1-15.
- (2) If any person is found guilty by a court for violation of this section, their permit to own, keep, harbor, or have custody of chickens shall be deemed automatically revoked and no new permit may be issued for a period of one (1) year.
- (3) Any person violating any conditions of this permit shall reimburse the city for all costs borne by the city to enforce the conditions of the permit including but not limited to the pickup and impounding of chickens.

Sec. 10-484. Required; exceptions.

No person shall (without first obtaining a permit in writing from the city clerk) own, keep, harbor or have custody of any live chicken.

Sec. 10-485. Fees; issuance.

For each residential site the fee for a permit is as may be imposed, set, established and fixed by the City Council, by resolution ~~ordinance~~, from time to time.

Sec. 10-486. Term.

The permit period under this section shall expire one (1) year from the date the permit is issued.

Sec. 10-487. Revocation.

The city manager may revoke any permit issued under this ordinance if the person holding the permit refuses or fails to comply with this ordinance, with any regulations promulgated by the city council pursuant to this ordinance, or with any state or local law governing cruelty to animals or the keeping of animals. Any person whose permit is revoked shall, within ten (10) days thereafter, humanely dispose of all chickens being owned, kept or harbored by such person, and no part of the permit fee shall be refunded.

**RESOLUTION NO. \_\_\_\_\_**  
**Resolution Setting the Chicken Permit Fees**

WHEREAS, the Maplewood City Council has adopted a chicken ordinance which would allow for the keeping of chickens on a residential property (except R-1S) with a permit; and

WHEREAS, the City has conducted a review of the estimated time required by City staff to review and issue an initial and annual chicken permit fee; and

WHEREAS, the Maplewood City Council hereby sets the chicken permit fee as follows:

Fee for the initial chicken permit - \$75.00  
Fee for the yearly renewal permit - \$50.00

NOW, THEREFORE BE IT RESOLVED, that the City of Maplewood adopts the above mentioned chicken permit fees.

Maplewood City Council adopts this resolution on July 11, 2011

## MEMORANDUM

TO: James Antonen, City Manager  
 FROM: David Fisher, Building Official  
 Chuck Ahl, Assistant City Manager  
**SUBJECT: Heritage Preservation Commission Ordinance Amendments –  
 Consider Approval of the Second Reading**  
 DATE: July 1, 2011, for the July 11, 2011, City Council Meeting

### INTRODUCTION

The Heritage Preservation Commission (HPC) Ordinance Amendments are being considered tonight for approval. This is the second reading. The purpose of these amendments is to clarify the criteria for reviewing applications of historical sites, landmarks and buildings. The goal is to obtain approval from the city council and resubmit the ordinance to the Minnesota State Historical Preservation Society Office (MSHPSO) for Certified Local Government Status (CLGS).

### BACKGROUND

At the March 22, 2010, City Council Workshop staff and members of the HPC had an open discussion about the amendments to the HPC Ordinance. Questions were answered about the ordinance and the city council directed staff to bring the HPC amendments to the city council.

Over the past two years the HPC has been reviewing the HPC Ordinance so the city can achieve CLGS. The purpose of achieving CLGS is to strengthen existing local preservation programs and promote the development of new programs. Cities that have CLGS are eligible to apply annually for grants administered through the MSHPSO from a designated federal pass-through allocation.

The current HPC Ordinance was adopted by the city council on June 28, 2010. The HPC was established as an independent advisory commission to the city council. The HPC Ordinance was adopted to engage the city in a comprehensive program of historic preservation and promote the use and conservation of historic properties for the education, inspiration, pleasure and enrichment of the community.

### DISCUSSION

A notification of a public hearing was published June 15, 2011, for amendments to HPC Ordinance. There was no public comment at the public hearing on June 27, 2011. At the June 27, 2011, City Council meeting the first reading of the HPC Ordinance Amendments was approved by the City Council.

### RECOMMENDATIONS

1. Approve the second reading of the Heritage Preservation Ordinance amendments.

P:\com-dev\HPC 7-11-11 CC Meeting 2<sup>nd</sup> Read Memo dgf

Attachments:

1. Final Draft HPC Ord.

## ORDINANCE 905

### THE HERITAGE PRESERVATION COMMISSION ORDINANCE

#### **Section 1 This amendment revises Sections 2-87 to 2-91**

#### **DIVISION 4 HERITAGE PRESERVATION COMMISSION (“Commission”)**

##### **Section 2-87 Authority for Establishment**

There is hereby established for the City a Heritage Preservation Commission as an independent commission to the City Council, as provided in Minnesota Statutes Annotated Sections 471.193 and 138.51.

##### **Section 2-88 Statement of public policy and purpose**

The City Council hereby declares as a matter of public policy that the protection, preservation, perpetuation and use of places, areas, buildings, structures and other objects having a special historical, community or aesthetic interest or value is a public necessity and is required in the interest of the people. The purpose of this Chapter is to:

- (a)** Safeguard the cultural resources of the City by preserving sites, structures, districts and landmarks which reflect elements of the City's cultural, social, economic, political or architectural history;
- (b)** Protect and enhance the City's attractions to residents and visitors;
- (c)** Foster civic pride in the beauty and notable achievements of the past;
- (d)** Enhance the visual and aesthetic character, diversity and interest of the City; and
- (e)** Promote the use and preservation of historic sites and landmarks for the education and general welfare of the people of the City.

##### **Section 2-89 Advisory body**

All actions of the Commission shall be in the nature of recommendations to the City Council, and said Commission shall have no final authority with reference to any matters, except as the Council may lawfully delegate authority to it.

##### **Section 2-90 Composition; Appointment; Qualifications; Terms**

- (a)** The Heritage Preservation Commission shall be composed of seven (7) members appointed by the City Council, who shall be residents of the City, and shall be selected to assure that the Commission is representative of the various areas of the City and responsive to the needs of the people.

**(b)** Commission membership shall be drawn from persons with demonstrated interest and/or expertise in historic preservation. If available in the community, at least two members of the Commission shall be heritage preservation-related professionals (e.g. the professions of history, architecture, architectural history, archeology, planning, real estate, design, building trades, landscape architecture, or law). A member of the Maplewood Heritage Preservation Commission is required to be a representative to the Ramsey County Historical Society. The City shall pay for the membership of the Commission or designee.

**(c)** The members of the Heritage Preservation Commission shall serve staggered terms. All appointments shall be assigned by the city council for a term of three years.

### **Section 2-91 Officers Generally**

The chairperson and vice-chairperson of the Commission shall be elected by the Commission at the first meeting in May of each year from among the members of the Commission. The Chairperson shall be responsible for calling and presiding over all meetings and shall be entitled to an equal vote with other members of the Commission. If the Chairperson is unable to attend a meeting, the vice-chairperson shall conduct the meeting.

### **Section 2-92 Designation of historic sites and landmarks**

**(a)** Procedures: The City Council, upon the request of the Commission, may by resolution designate an historic site, landmark, or district. Prior to such designation, the city council shall hold a public hearing, notice of which shall be published at least ten (10) days prior to the date of the hearing. Notice of the hearing shall also be mailed to all owners of property which is proposed to be designated as an historic site, landmark or district and to all property owners within five hundred (500) feet of the boundary of the area to be designated. Every nomination shall be forwarded to the Minnesota Historical Society for review and comment within sixty (60) days of the Commission's request.

**(b)** Eligibility criteria: In considering the designation of any area, site, place, district, building or structure in the city as an historic site, landmark, or district the Commission shall consider the following factors with respect to eligibility:

- (1)** Its character, interest or value as part of the history or cultural heritage of the City, the State or the United States;
- (2)** Its association with persons or events that have made a significant contribution to the cultural heritage of the City;
- (3)** Its potential to yield information important in history or prehistory;
- (4)** Its embodiment of distinguishing characteristics of architectural type or style, or elements of design, detail materials or craftsmanship; and
- (5)** Its unique location or singular physical appearance representing an established or familiar visual feature of a neighborhood or community of the City.

## **Section 2-93 Alterations to landmarks, sites or districts; review**

**(a)** Review and recommendations generally: The Commission shall review and make recommendations to the Council concerning proposed alterations to an historic site, landmark or district.

**(b)** Land use permit: Every application for a land use permit which may result in the alteration of a designated historic site, landmark or district in the City shall be reviewed by the Commission; thereafter, the Commission shall make a recommendation and may recommend conditions regarding approval to the City Council concerning the proposed permit.

**(c)** Other building permits: The Commission shall review and make recommendations to the Council concerning the issuance of building permits to do any of the following in a historic district or State designated historic site:

- (1)** New construction – New building or new addition to an existing building
- (2)** Remodel – Alter, change or modify building or site
- (3)** Move a building – Building or structure moved into the city.
- (4)** Excavation – Dig out materials from the ground.
- (5)** Demolition – Destroy, remove or raze – completely tear down

**(d)** Factors considered: The Commission, upon receipt of the permit application and plans, shall determine if the work to be performed adversely affects the designated historic site, landmark or district. In determining whether or not there is an adverse effect to the historic site, landmark, or district the Commission shall consider the following factors:

**(1)** Whether the work will significantly alter the appearance of the building or structure so as to remove the features which distinguish the historic site, landmark or district as a significant cultural resource.

**(2)** Whether the use of the property will destroy, disturb or endanger a known or suspected archaeological feature site.

**(e)** Standards and guidelines: The Secretary of the Interior's Standards for the Treatment of Historic Properties (listed below) shall be required basis for permit review decisions.

1. The Comprehensive Plan adopted by the City shall be the authoritative guide to reviewing permits in relation to designated historic sites, landmarks and historic districts.
2. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
3. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
4. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

5. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
6. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
7. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
8. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
9. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
10. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
11. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**(f)** Appeals: Any party aggrieved by a decision of the Commission shall within ten (10) days of the Commission's action recommending denying the issuance of a building permit within a historic district have a right to appeal such decision to the City Council. The Commission in recommending denial of a building permit shall advise the applicant of his/her right to appeal to the City Council. The aggrieved party shall file with the Building Official a written notice requesting Council review of the action taken by the Commission.

## **Section 2-94 Maintenance of records and documents**

The Commission shall conduct a continuing survey of cultural resources in the City which the Commission has reason to believe are or will be eligible for designation as historic sites, landmarks or districts. The Commission shall also prepare and maintain a Comprehensive map and survey.

**(a)** Register of Historic Sites and Landmarks: The City shall maintain a register of historic sites and landmarks.

**(b)** Repository for Documents: The office of the Building Official is designated as the repository for all studies, surveys, reports, programs, and designations of historic sites and landmarks.

**Section 2-95 Violation**

It shall be a misdemeanor to alter, disturb, deface or materially change the appearance or use of a designated historic site, landmark, or district without a permit.

This Heritage Preservation Commission recommended approval of this ordinance.

This ordinance shall take effect after publishing in the official newspaper. The Maplewood City Council approved this ordinance.

\_\_\_\_\_  
Will Rossbach, Mayor

Attest:

\_\_\_\_\_  
Karen Guilfoile, City Clerk

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## MEMORANDUM

TO: James Antonen, City Manager  
FROM: Tom Ekstrand, Senior Planner  
Chuck Ahl, Assistant City Manager  
SUBJECT: **Conditional Use Permit Review/Parking Lot Setback Violation—Merit Chevrolet**  
LOCATION: 2695 Brookview Drive  
DATE: July 5, 2011

### INTRODUCTION

The Merit Chevrolet conditional use permit (CUP) is due for review. Staff is bringing this matter to the city council since Merit Chevrolet expanded their parking lot along Brookview Drive to the right-of-way line. In doing so also removed the existing landscaping. This has resulted in a setback violation.

City ordinance requires that parking lots be set back 15 feet from street right-of-way lines and also that they be screened to protect residential homes from headlights. In this case, there are homes across Brookview Drive.

Staff has issued a citation to Merit Chevrolet to correct this matter and comply with city ordinance.

### BACKGROUND

On July 14, 1997, the city council approved a CUP for Merit Chevrolet. This CUP referenced an approved site plan (attached) which provided for the 15 foot parking lot setback. The CUP is for automotive repair. The zoning ordinance allows Merit Chevrolet to sell vehicles.

On June 14, 2010, the city received a complaint from a neighbor about the parking lot expansion. Staff then contacted Tom Krebsbach, General Manager of Merit Chevrolet, about this matter. Staff worked with Mr. Krebsbach for the next several months to resolve the issue, but in the end, Mr. Krebsbach decided not to remove the parking lot encroachment and hoped to work with the city to find another solution. He suggested screening slats in the chain link fencing and artificial shrubs. Refer to the attached letter from Mr. Krebsbach.

### CODE PROVISIONS

Section 44-20(5) (a) requires that parking lots have at least a 15 foot setback from a street right-of-way line (street side property line).

Section 44-19 (b) (1) requires screening where the light from automobile headlights and other sources would be directed into residential windows.

## DISCUSSION

As mentioned above, staff has issued a citation for correction of the parking lot setback and landscaping replacement. No further action is needed from the city council unless Merit Chevrolet requests a revision to their approved site plan via a CUP amendment.

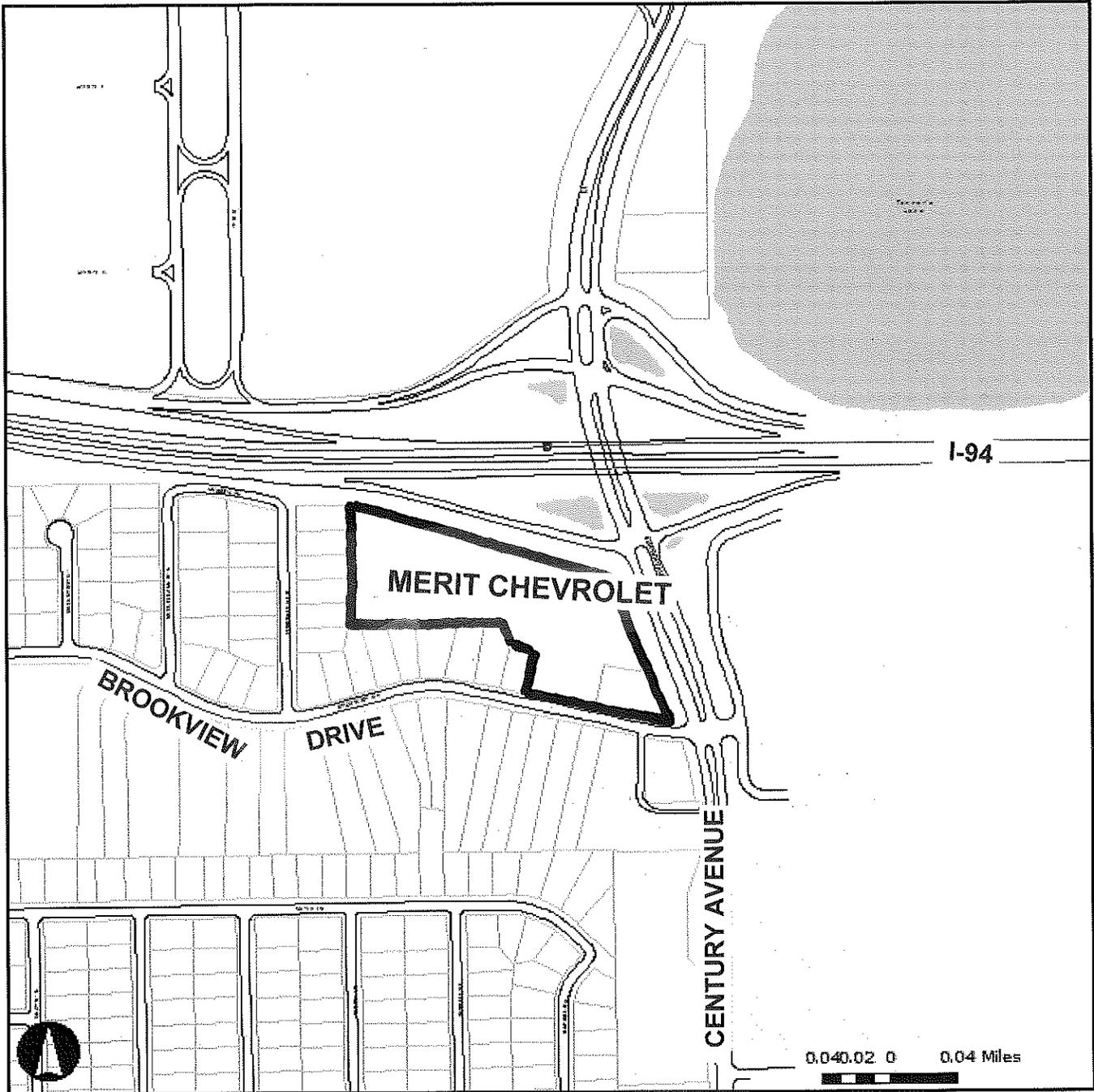
Staff feels that the parking lot should be returned to a 15 foot setback. The shrubs that were removed were about at the end of their useful life. They were low to the ground and did not provide any screening. The cars parked in this area are for inventory and are not frequently moved cars such as those for customers or employees. With that in mind, staff does not see a need for a headlight buffer, though, landscaping as a site amenity would be beneficial.

Staff will proceed with the citation process unless directed differently by the city council.

p:\sec1-28\Merit Chevrolet Parking Lot Setback Violation #3 7 11 te  
Attachments

1. Location Map
2. Site Plan
3. July 14, 1997 Conditional Use Permit
4. Letter from Tom Krebsbach

# Merit Chevrolet



**Copyright**

MaplewoodBaseMap

Chad Bergo

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



Darwin Lindahl Architects, P.A.  
 5701 Shingle Creek Pkwy, Suite #100  
 Minneapolis, Minnesota 55416-3000  
 PH: 612.560.0148 FAX: 612.560.0441

Project:

MERIT CHEVROLET  
 1 - 94 & CENTURY AVE.  
 MAPLEWOOD, MINNESOTA

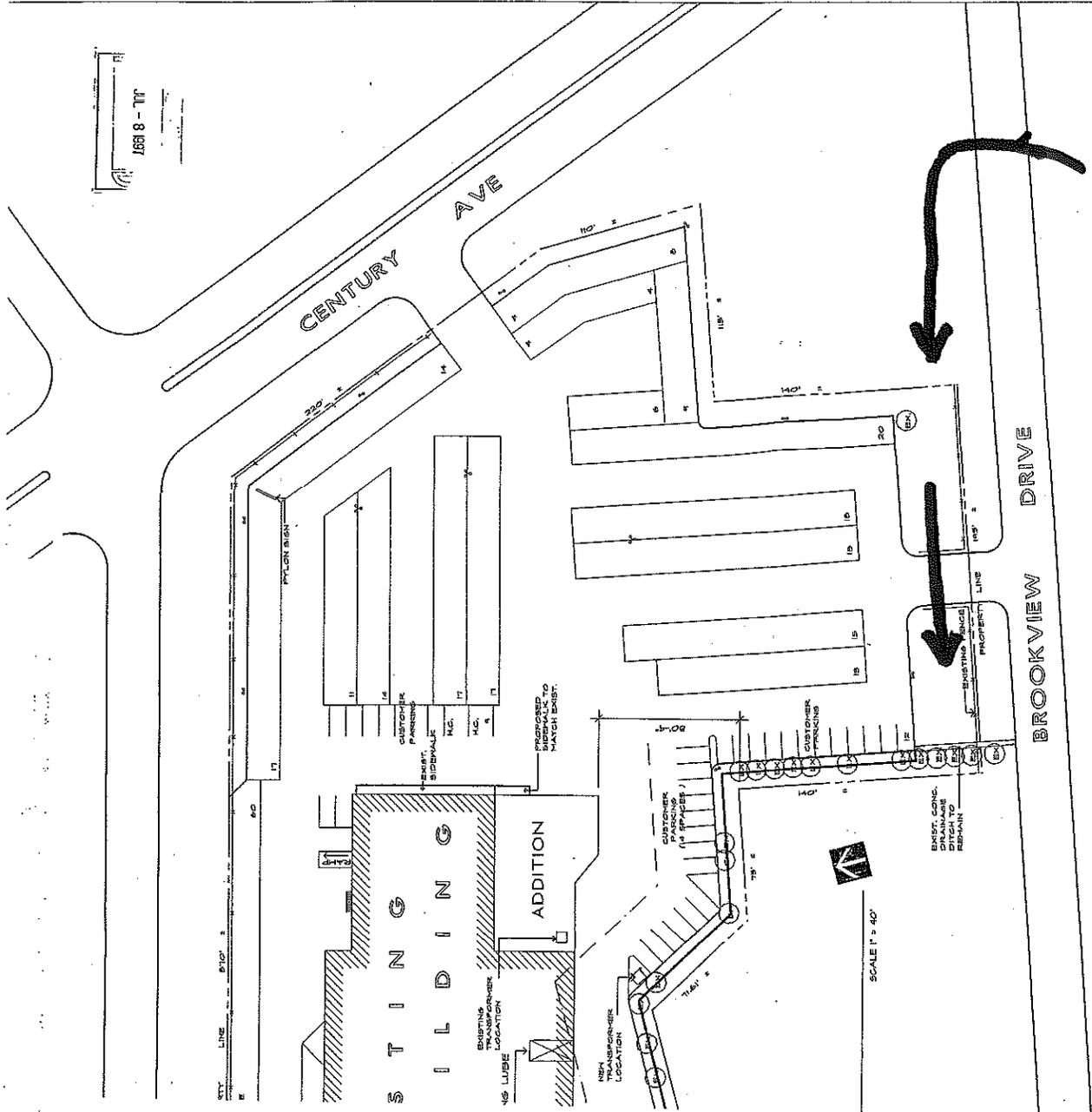
Revisions:

No.	Revision	Date

Certification:  
 I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the state of Minnesota.

Date: 07/07/97 Registration No: 5248

Drawing:



**15-foot  
 Parking Lot  
 Setback  
 Required**

SITE DATA  
 TOTAL AREA = 6

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.
10. There would not be a significant affect on the development of the parcel as zoned.

Approval is subject to the following conditions:

*CUP  
Conditions*

1. All construction shall follow the site plan (date-stamped July 8, 1997) as approved by the City. The Director of Community Development may approve minor changes.
2. The proposed construction must be started within one year of Council approval or the permit shall end. The Council may extend this deadline for one year.
3. The City Council shall review this permit in one year.
4. The quick lube and service garage shall not be open to the public, except on an emergency basis, between the hours of 11 P.M. and 6 A.M. The applicant shall change their hours of operation to comply with this requirement within one month of this City Council action.
5. The property owner or applicant shall install and maintain a six-foot-tall, 100 percent opaque decorative wood screening fence placed along the south and west parking lot edges of the site. The fence may be placed part way down the slope, but the fence height shall be measured from the parking lot grade. There is no need for the fence behind the storage building. The owner or contractor must install this fence within two months of this City Council action.
6. There shall be no outside storage of refuse, equipment or vehicle parts of any kind unless in a screening enclosure. Plans for screening enclosures shall be submitted to staff for approval of placement and design. Any outside storage not in an enclosure shall have City Council approval.
7. The owner or operator shall not allow anyone to work on vehicles outside the building, except interior work on motor homes. All employees shall do the vehicle repair and maintenance inside the building, except interior work on motor homes.
8. The owner or operator shall not allow any oversized "height" vehicles to park alongside the south and westerly fence lines, or where they are visible to the residents at 2685 Brookview Drive.
9. Install "Left Turn Only" sign onto Brookview Drive between 9:00 P.M. and 8:00 A.M.

Seconded by Councilmember Carlson

Ayes - all



Committed to Customer Satisfaction Since 1949

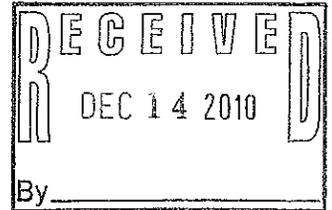


I-94 & Century Avenue

2695 Brookview Drive • St. Paul, MN 55119  
Phone: 651-739-4400 • Fax: 651-702-9230

December 10<sup>th</sup>, 2010

Tom Ekstrand  
1830 County Rd B East  
Maplewood, MN 55109



Dear Mr. Ekstrand:

Regarding your letter of November 16<sup>th</sup>, 2010, as we have talked about previously, I was not aware of the set back rules. However, the reasons the bushes were removed was because they were dying (they were nearly 40 years old) and collecting trash and looked very unsightly. We assumed keeping things neat and tidy was more practical than having dying and trash collecting bushes to look at.

One of the originally presumed reasoning for the shrubs was to block headlights from shining in neighbors' windows. However, the shrubs were only about a foot and a half high and there are not vehicles moving around on the inside of the fence. This area is for vehicle storage only.

The setback area is also curbed and we don't use it for parking. Our only use for the setback area is for snow piles. There was an occasion this summer when a new lot man did park some inventory in the area before he knew the rules.

In order to rectify the situation, I propose we slat the fence with neutral / natural color slats. An alternative to the fence slat proposal would be to put artificial turf down. A third option would be synthetic potted shrubs that could be stored elsewhere in the winter so the area could be used for snow piles.

I assume the two of us can reach a practical solution to this situation.

Thank you,

Tom Krebsbach  
General Manager

**AGENDA REPORT**

**TO:** James Antonen, City Manager  
**FROM:** Charles Ahl, Assistant City Manager  
**SUBJECT:** **Consider Resolution Opposing County-Wide Taxes to Support Stadium Proposal**  
**DATE:** July 5, 2011

**INTRODUCTION**

St. Paul Mayor Chris Coleman has submitted a request through Mayor Rossbach to consider a resolution opposing the County-wide tax for the proposed Vikings Stadium project being considered by Ramsey County and the Minnesota Legislature. Copies of Mayor Coleman's request along with the letter to Governor Dayton and the sample resolution are attached for Council consideration.

**Discussion**

The attached letter and resolution are fairly specific concerns to St. Paul and Ramsey County communities. Issues of Local Government Aid are not Maplewood specific. Certainly a county-wide sales tax would impact the numerous Maplewood businesses, particularly Maplewood Mall and the surrounding commercial establishments; as well as the numerous Maplewood car dealerships. The issue and debate of a local sales-tax for the statewide asset are relevant for Council discussion. Those sides of the issues are clearly spelled out in the attachments.

The details of the stadium proposal remain to be developed. The Twin Cities Army Ammunition Plant [TCAAP] is a major polluted site that will be very difficult to develop, so a proposal such as a stadium, whether you are for or against sports facility support, could be the only type of redevelopment of that site that will survive to eventually bring that property onto the County-wide tax rolls. Without this type of proposal, many believe that the site will remain nearly identical to how it looks today for the next 30 years. If looked at as a redevelopment initiative, then the debate becomes on how big an area should pay for the funding of the redevelopment. Additionally, as reported, there will be \$100+ million in area infrastructure development funded through MnDOT and Met Council. Maplewood has been clear about the lack of public roadway investment in our area, so this proposal could help facilitate and up priorities for east-side transportation improvements.

A Council discussion of the issues is recommended.

**Recommended Action**

It is recommended that the City Council consider the attached resolution requested by Mayor Chris Coleman of St. Paul that opposes County-wide sales tax funding for the stadium proposal.

## Attachments:

1. Request from Mayor Chris Coleman
2. Sample Letter to Governor Dayton
3. Sample Resolution of Opposition

Dear fellow Ramsey County Mayors,

As you know, the Governor, along with Legislative leaders, are working diligently to reach a budget deal; at the same time, a deal to build a new Vikings stadium is imminent. The stadium deal is expected to include a half-cent sales tax levied solely in Ramsey County.

The proposed Ramsey County tax to fund a statewide asset is not fair or equitable to our residents and businesses. All counties and cities across Minnesota will benefit from a stadium and should all share the burden of funding it.

The Governor and the Legislature need to develop a fair solution for everyone in Minnesota.

Those about to strike this deal must hear from you before they finalize negotiations. To ensure they get the message that a fair solution is essential, please consider the following:

1. Contact Governor Dayton: 651-296-3391 or [mark.dayton@state.mn.us](mailto:mark.dayton@state.mn.us)
2. Call or write your State House and Senate Members and Ramsey County Commissioner (sample letter attached)

Minnesota Senate Legislator Information: <http://www.senate.mn/members/index.php?ls=#header>

Minnesota House Legislator Information: <http://www.house.leg.state.mn.us/members/hmem.asp>

Ramsey County Commissioner Information: <http://www.co.ramsey.mn.us/cb/index.htm>

3. Ask your City Council to consider the attached resolution
4. Make sure your neighbors and local businesses are engaged

We would appreciate hearing back from you. Please email or call Richard Carlbom from my staff at [richard.carlbom@ci.stpaul.mn.us](mailto:richard.carlbom@ci.stpaul.mn.us) or 651-261-1306 to let us know your city's status in this process or to answer any questions.

Please join me in voicing your opposition to this unfair proposal. Thank you for your time and consideration.

Sincerely,

Chris Coleman, Mayor  
City of Saint Paul

LETTER FOR CITY OFFICIALS TO GOVERNOR DAYTON AND LEGISLATORS

July 5, 2011

Governor Mark Dayton  
State of Minnesota  
120 State Capitol  
75 Rev. Dr. Martin Luther King, Jr. Blvd  
Saint Paul, MN 55155

Dear Governor Dayton,

On behalf of [CITY], I am writing to encourage you to oppose placing a half-cent sales tax on Ramsey County to build a Minnesota Vikings stadium. While the Vikings may be a statewide asset, the residents and businesses of just one county should not solely bear the burden of financing their new facility.

The City of [CITY] continues to face many challenges similar to that of the State of Minnesota. Revenue continues to decrease as costs continue to rise. The mortgage foreclosure crisis is not over, and unemployment remains high. Adding a half-cent sales tax to businesses and residents to fund a statewide asset is unfair and inequitable.

We encourage you to remain focused on resolving the state's budget challenges; then we may work together as elected leaders to resolve the Vikings stadium issue in a manner that is fair for all of our residents.

Sincerely,

CC: Respective Minnesota House and Senate Members  
Ramsey County Board of Commissioners  
Minnesota House and Senate Leadership

SAMPLE Resolution opposing the imposition of a ½ cent sales tax in Ramsey County for the construction of a Vikings Stadium in Arden Hills

WHEREAS, the [CITY] Council recognizes the social and economic value of the Minnesota Vikings Football team to the State of Minnesota; and,

WHEREAS, to preserve the Minnesota Vikings as a valuable State amenity, the [CITY] City Council understands the desire to find a solution to the Vikings' stated interest in developing a new stadium; and,

WHEREAS, a proposal has been put forth by the Minnesota Vikings and the Ramsey County Board of Commissioners to construct a new stadium in Arden Hills on the site of the former Twin Cities Army Ammunitions Plant (TCAAP); and,

WHEREAS, to finance the construction of this facility, the Ramsey County Board has proposed the imposition of a ½ cent sales tax collected in Ramsey County in an amount sufficient to generate \$350 million; and,

WHEREAS, at a time when our city is facing significant cuts to essential services due to proposed reductions in Local Government Aid (LGA), *(or other reasons relevant to your city)* the City Council asserts that our number one policy priority is the funding of basic municipal functions including police, fire, parks, library services and public works which should be provided at a reasonable cost to all taxpayers; and,

WHEREAS, it is unfair and inequitable for the residents and businesses of [CITY] to be asked to bear a disproportionate financial burden for the construction of a State and regional amenity, particularly when the benefit to [CITY] taxpayers is tangential at best;

NOW THEREFORE, BE IT RESOLVED, that the [CITY] City Council opposes the imposition of a ½ cent sales tax in Ramsey County to support the construction of a Vikings stadium in Arden Hills; and,

BE IT FURTHER RESOLVED, that the [CITY] City Council encourages the Governor, the Legislature, the Ramsey County Board, the Minnesota Vikings and other interested parties to consider options for constructing a stadium that minimize risk to the taxpayers, limit the level of public subsidy (particularly for the host community), and promote a fair, multi-jurisdictional participation for a State-wide amenity.

## AGENDA REPORT

**TO:** James Antonen, City Manager  
**FROM:** DuWayne Konewko, Community Development and Parks Director  
**SUBJ:** **Approval of Lease Agreement with Subway Real Estate, LLC to Operate in the MCC**  
**DATE:** July 5, 2011

### INTRODUCTION

Staff has been working with Subway Real Estate, LLC (hereinafter "Subway") to finalize a lease agreement that would result in Subway operating a franchise out of the Maplewood Community Center (MCC). This venture comes following last December's staff solicitation of Request For Proposals (RFP) seeking interested parties to operate the Maplewood Community Center Concession Stand. A copy of the aforementioned RFP is attached. While no proposals were received at that time, Subway did express an interest in this venture.

Following several months of negotiations, staff is pleased to report that we have secured a signed copy of a proposed lease agreement between the City of Maplewood and Subway. This lease will represent the first such agreement in the country in which Subway will be leasing space within an existing community center or health club. Staff is confident that this public/private partnership model will be successful at the MCC. In addition, Subway has a proven track record of success in nontraditional locations such as this. With over four decades of franchise experience the Subway brand provides access to a well-structured and effective system as well as a built-in customer base. Furthermore, this proposal offers several additional benefits including:

- Provides MCC members and the general public with healthier food options than what's currently in place at the concession bar. To this end Subway has eliminated all artificial trans fats from their core product line, while also reducing sodium in their meats, breads, and soups whenever possible.
- Allows customers to purchase customized, made-to-order food as opposed to choosing from a limited, pre-prepared selection.
- Supplies MCC members and visitors with expanded food offerings including breakfast items, salads, soups, pizzas, flatbread sandwiches and subs.
- Places the onus on Subway for the operation of the concession stand and reduces expenditures for the MCC. This primarily will be accomplished through reductions of staffing levels.

- Brings additional foot traffic into the MCC in the form of Subway customers. MCC Staff is hopeful that some of this foot traffic will result in membership increases and a better public understanding of what the MCC has to offer the community.
- Improves MCC's commitment to socially and environmentally responsible business practices. Subway strives to reduce their environmental footprint by eliminating unnecessary packaging, and incorporating recyclable materials whenever possible.

While the proposed lease agreement will not resolve the budget issues that council and staff are currently working on regarding the MCC, it will help to move the Community Center in the right direction. The lease agreement – as a standalone document – is anticipated to generate net revenue of approximately \$15,000 to \$20,000 annually. This number was derived from staff discussions with Gayle Baumen, Finance Manager. MCC staff hopes to increase this revenue to closer to \$30,000 by working with Subway to offer expanded food options for banquet services, birthday parties, lock-ins, and other special events.

Subway is investing approximately \$60,000 to renovate the MCC's existing snack bar and service counter. The required build-out is anticipated to take three weeks and Subway's MCC location is scheduled to open sometime August 15 – September 1, 2011.

### **CONTRACT OVERVIEW**

City manager, Mr. Antonen, and City Attorney, Mr. Kantrud, were both very instrumental in seeing this document through from beginning to end. A copy of the proposed lease agreement is attached for councils review and consideration.

- Subway will rent the 260-square foot snack bar area.
- Three-year lease term with the option of extending the lease for three periods of three years each.
- The rent for the premises shall be based on a three-year tiered system:
  - The first year the rent shall be 7% of the gross sales (excluding sales tax), calculated at a \$850.00 per month minimum.
  - The second year the rent shall be 7% of the gross sales (excluding sales tax), calculated at a \$900.00 per month minimum.
  - The third year the rent shall be 7% of the gross sales (excluding sales tax), calculated at a \$950.00 per month minimum.

- Subway has agreed to offer for sale, in addition to the Subway menu items (sandwiches, wraps, salads, and related items) offered in the local market, nachos, protein shakes, and popcorn.
- MCC will add the Subway logo to the LED sign on White Bear Avenue.
- Subway will have the opportunity to cater any bakery order for banquet room parties of 25 or less as well as birthday parties and morning meetings.

### **RECOMMENDATION**

Staff is very excited to work with Subway in this unique partnership. Staff is recommending that council approve the lease agreement between Subway and the City of Maplewood.

### **ATTACHMENTS**

- 1) City of Maplewood Snack Bar RFP
- 2) Lease Agreement Between City of Maplewood & Subway

**AGENDA REPORT**

**TO:** James Antonen, City Manager  
**FROM:** DuWayne Konewko – Parks and Recreation Director  
Jim Taylor – Recreation Program Supervisor  
**SUBJECT:** **Approval of Contracts for the Installation of Lights at Goodrich Park Field #1**  
**DATE:** June 30, 2011

**INTRODUCTION**

Staff would like City Council to consider funding for the addition of lights at Goodrich Park Field #1. This project was planned in the 2011-2015 Capital Improvement Plan under PM11.020 Goodrich Park Improvements.

**BACKGROUND**

Currently our adult softball program utilizes four fields per evening. Three of those fields are at Goodrich, only field #2 and #3 have lights, and one is located at Wakefield. Wakefield has become a source of many complaints from parking to overall playability. In fact in 2009, Council had to amend our parking ordinance to help alleviate some of the issues the use of Wakefield has created. City staff would prefer to eliminate Wakefield as part of the adult softball program. In order to accomplish this we would need to install lights on Goodrich #1.

**DISCUSSION**

Consideration should also be given to the scope of this program. During the 14 week summer program we have over 100 adult teams playing 50 plus games per week. Each team typically has 13 or 14 players which translates to well over 1,300 players on these fields each week. The fall softball program, which is not quite as large as the summer program, has 40 plus teams, and 500 plus players playing approximately 50 games per week for five weeks.

It is important to recognize the significance of this program in the recreation program budget. The summer and fall softball programs annually produce in the neighborhood of \$72,000 in revenue with \$32,000 in expenditures. The \$40,000 of excess revenue provides a vital subsidy to overhead costs and non-revenue producing programs. It is important that we acknowledge that adult softball operates in a competitive market, and that we need to provide safe and attractive facilities or we risk an exodus of teams.

The past couple of years we have made significant progress in upgrading Goodrich Park. We have replaced all of the fencing as well as retrofitted the current lights to bring them up to better safety standards. Lighting field #1 would be a significant improvement that will continue to help our program thrive and grow. One of our biggest complaints from our participants is the use of Wakefield.

New technology in lighting would be used to light this field. In the past, and with the lighting we currently have on the other two fields, only 25-35% of the light generated ends up on the field the rest is spilled outside the playing surface. With the new lighting technology 70% of the light

generated stays on the playing surface, literally 10 feet off the field it will be dark and there is no spill into surrounding areas or homes. In addition to the light spill, the new technology is much more economical and the operating costs on the new lights will be half of what we have on the other fields.

The light structures would be purchased through the US Communities Cooperative purchasing program from Musco lighting for \$53,766.00. Staff has secured two bids for the installation and electrical work. For the installation, we received bids from Sports Technology Inc. for \$15,673.00 and from Electro Mechanical Contracting Inc. for \$18,711.00. For the electrical work we received bids from Electric Systems of Anoka Inc. for \$21,587.00 and Arnie Billmark Electric Inc. for \$23,892.00. All bids are prevailing wage.

This project was identified in the Goodrich Master Plan that was approved by the City Council on May 9, 2011 and by the Parks and Recreation Commission on April 20, 2011. City staff has identified this project as phase one of the redevelopment of Goodrich Park.

## **FUNDING**

Funding for the project would come solely from the PAC account and is recognized in the 2011 – 2015 Capital Improvement Plan under Goodrich Park Improvements.

## **RECOMMENDATION**

Staff recommends the council authorize the Parks and Recreation Director to enter into contract with the following companies to light field #1 at Goodrich Park:

- a) Musco Lighting for the purchase of the lights - \$53,766
- b) Electric Systems of Anoka Inc. for the electrical installation - \$21,587
- c) Sports Technology Inc. for the installation of the poles - \$15,673

The grand total for the project is \$91,026.

### Attachments

- A – Musco Lighting Bid
- B- Electrical Contracting Bids
- C- Installation Bids

**Craig Gallop**  
**Musco Sports Lighting**

Phone: 763/533-2030  
Fax: 763/525-0070  
E-mail: [craig.gallop@musco.com](mailto:craig.gallop@musco.com)

PO Box 27231  
Golden Valley, MN 55427  
[www.musco.com](http://www.musco.com)

May 20, 2011

James Taylor  
Recreation Program Supervisor  
City of Maplewood  
1830 E. County Road B  
Maplewood, MN 55109

Re: Goodrich Softball Field – Lighting

Dear Jim,

The Musco Light-Structure Green system includes (6) 60' galvanized steel poles, pre-stressed concrete bases, remote electrical component box (ballasts, capacitors, fusing, and disconnect), pole wire harness, and pole top luminaire assembly with 1500 watt metal halide lighting. The system also includes Control-Link wireless control system, 25 year warranty (parts, labor, and lamps), and a group re-lamp at the 5,000 hour rated lamp life. The field will be lit to 30 footcandles infield and 20 footcandles outfield. The Light-Structure Green system will reduce unwanted spill and glare light by 90% making the lighting environmentally friendly and reducing glare light from the eyes of the ball players.

The lighting system can be purchased under U.S. Communities Cooperative Purchase. The cost of the Musco Light-Structure Green system is \$53,766 delivered plus tax. The delivery can be made in 30 – 40 days from date of order.

Musco will be providing an additional quote for adding Control-Link wireless control system for the two existing lit fields.

Sincerely,



Craig Gallop





**ARNIE BILLMARK ELECTRIC, INC.**

14700 Armstrong Blvd. NW Anoka, MN. 55303 (763-427-5533) Fax (763-427-6121)

## Bid Proposal

**BID DATE 8/14/2011**

**CITY OF MAPLEWOOD**

**SCOTT CHRISTENSON**

**1830 COUNTY ROAD B EAST**

**MAPLEWOOD MN 55109**

**CITY OF MAPLEWOOD GOODRICH FIELD**

**GOODRICH FIELD**

**MAPLEWOOD, MN**

**BID SUMMARY: INSTALL UNDERGROUND WIRING FOR MUSCO SOFT BALL LIGHTING POLES.**

**INSTALL NEW 240 VOLT 1 PHASE 200 AMP ELECTRIC SERVICE INCLUDING:**

**PERMIT**

**SINGLE PHASE METER SOCKET**

**200 AMP RAINTIGHT MAIN BREAKER PANEL**

**CIRCUIT BREAKER FOR EACH POLE**

**INSTALL NEAR POLE A2**

**INSTALL MUSCO CONTROL LINK EQUIPMENT**

**ALL WIRING IN CONDUIT - NO DIRECT BURIAL CABLE**

**TOTAL: \$23,892.00**

**OTHER NOTES: THE FOLLOWING WORK IS BY OTHERS: LOCATING PRIVATE UTILITIES AND IRRIGATION, SETTING AND ASSEMBLY OF POLES, DIGGING AND POURING BASES, AND UTILITY COMPANY CHARGES.**

We hereby offer to furnish all labor and materials to complete the above described electrical wiring installation in a good and workmanlike manner for the sum of \$23,892.00 payable as follows: PROGRESS BILLING. The materials and workmanship furnished under this proposal shall comply with the rules and regulations set forth in the National electrical code and all state and local regulations governing such work. The price quoted includes required insurance, and permit and inspection fees. Any changes in the above specifications shall be made in writing, and as evidence of agreement, shall be signed by both parties. The contractor shall not be held responsible or liable for any loss, damage, or delay due to causes beyond his control. If the purchaser disposes of the property by sale or otherwise before this contract has been fulfilled, the full unpaid amount of the contract shall become due and payable at once. All equipment and devices installed as part of this proposal shall be guaranteed for a period of one year from the date of completion except as otherwise noted, or in accordance with the manufacturer's warranty. Contractor's liability shall be limited to the replacement of defective parts. This proposal may be withdrawn by us if not accepted within 30 days from above date.

**ACCEPTANCE:**

The above proposal and terms of payment are hereby accepted and you are authorized to do the work as specified.

Customer \_\_\_\_\_

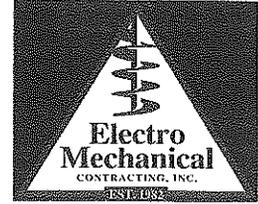
Date signed \_\_\_\_\_



Quote

**ELECTRO MECHANICAL CONTRACTING, INC.**

1519 Central Ave. NE  
 Minneapolis, MN 55413  
 Phone: 612-706-8619 Fax:612-706-8622



Prepared For: City of Maplewood Park & Recreation Dept.

June 14, 2011

Project: Goodrich Park Softball Field

Attention: Jim Taylor

Quoted by: Mike Lent

**DESCRIPTION**

As per your specifications:	
1. Unload and stage Musco materials in storage container, eg. Conex box, provided by others.	
2. Augur six (6) holes, 30"x10', based on standard drilling conditions.	
3. Install Musco pre-cast bases.	
4. Furnish and place 3000 PSI concrete.	
5. Spin-off spoils next to each hole.	
7. Assemble, erect and aim six (6), 60' LSG poles with fixtures.	
8. Perform any warranty work if powered up before EMC, Inc's departure	
9. Place all shipping material in dumpster provided by others.	
<b>Total:</b>	
Quote is based on standard drilling conditions. Drilling is in 'clay-like' soil and holes remain open by themselves (no casing is required).	<b>\$18,711.00</b>
Any ground water, caving soil, cobbles and boulders, shelf rock, or other obstructions encountered while drilling are non-standard conditions.	
Assumes storage container (eg. Connex box) is provided by others and is located directly adjacent to the job site for the storage of the fixtures.	
Assumes space for dumpster directly adjacent to field.	
<b>Thank you for the opportunity to quote this project.</b> All work is to be performed by IUOE personnel	

**Quote is subject to the conditions and exclusions specified by Electro Mechanical Inc. on page 2**

Customer Signature

Date

# ELECTRIC SYSTEMS OF ANOKA, INC

6314 Highway 10 NW, Anoka Minnesota 55303  
 Phone: (763) 421-6846 Fax: (763) 421-4787

<b>DATE:</b>	May 31, 2011	<b>TIME:</b>		<b>PHONE NO:</b>	
<b>OFFICE:</b>	Sports Technology	<b>FAX NO:</b>			
<b>DELIVER TO:</b>	Craig	<b>CC:</b>			
<b>FROM:</b>	Terry Lehn				
<b>RE:</b>	City of Maplewood—Goodrich field			<b>JOB NO:</b>	
<b>NUMBER OF PAGES INCLUDING THIS COVER PAGE:</b>					

### REVISED REQUEST FOR PROPOSAL

We will furnish the necessary labor and material for electrical for the proposed softball field lighting at the Goodrich field , Maplewood, Mn per visit to site, Musco/Sports Tech layout and conversation with you. To include the following:

- 200 amp 1 phase 240 volt electric service located near pole A-2
- 200 amp 1phase metering
- 200 amp 240 volt 1 phase main breaker in raintight panel
- Necessary circuit breakers
  - 1—for each pole
- Circuit to and connection of Musco Control link furnished by others

**Not included:**

- Pole assembly or setting
- UTILITY COMPANY CHARGES OR EQUIPMENT IF REQUIRED ( charges are not available at this time )
- Locating of sprinkler lines or underground utilities

**Also included:**

- Electrical permit and fees
- Sales tax

For the above listed work \*\*\*\*\*PREVAILING WAGES \$ 21,587.00

## AGENDA REPORT

**TO:** James Antonen, City Manager  
**FROM:** Steven Love, Assistant City Engineer  
**SUBJECT:** Consideration of Neighborhood Stop Sign Requests  
**DATE:** June 26, 2011

### INTRODUCTION

The City Council has a policy to consider stop sign requests once per year. One request was received from a neighborhood group for the removal of stop signs. Council review of the request is recommended.

### BACKGROUND

A sign request was made at the following intersection:

- **Price Avenue and Ruth Street** – This intersection is currently signed as an all-way stop. The east leg of Price Avenue is a dead end street that services two homes. Petitioners are requesting to remove the north/south stop signs on Ruth Street and replace the east/west stop signs on Price Avenue with yield signs. The petition's goal is to allow traffic to move along Ruth Street without an unwarranted stop, reduce noise pollution from braking and acceleration activities, and reduce air pollution in the vicinity of the intersection.

A petition for the sign request with a minimum of 12 property owner signatures, as required by the City Council policy, was received for the above request. A location map of the intersection of the proposed sign change is attached to this report.

In accordance with the stop sign policy, the issue of neighborhood stop signs will be considered once a year. Petitioners and residents within a 500-foot radius of the affected intersection have been notified by mail and invited to the council meeting. The letter to the residents and the petitioner were mailed the week of June 20, 2011. The letter urged residents to attend the meeting if they wished to have their opinions heard and to call the Public Works Department if they had any questions.

### BASIS FOR RECOMMENDATIONS

Stop signs are effective traffic control devices when used in the proper locations and under the correct conditions. Stop signs are effective when used to prevent crashes at busy intersections and to control vehicle right-of-way. The placement of stop signs in the city is regulated by, and consistent with, the Minnesota Manual of Uniform Traffic Control Devices (MnMUTCD). The following are some of the minimum requirements set by the MnMUTCD for an all-way stop:

- 5 or more reported crashes in a 12 month period that are susceptible to correction by an all-way stop installation
- Vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day

When stop signs are installed inappropriately, they are often times ignored by drivers who view them as an unnecessary interruption in traffic flow. Unwarranted stop signs cause some drivers to become frustrated and speed between stops or roll through them. Stop signs should not be used to control the volume of traffic or to decrease speed of traffic as they have been proven to be ineffective in speed control and can lead to drivers disregarding all stop signs, even the warranted signs.

## **SIGN RECOMMENDATION**

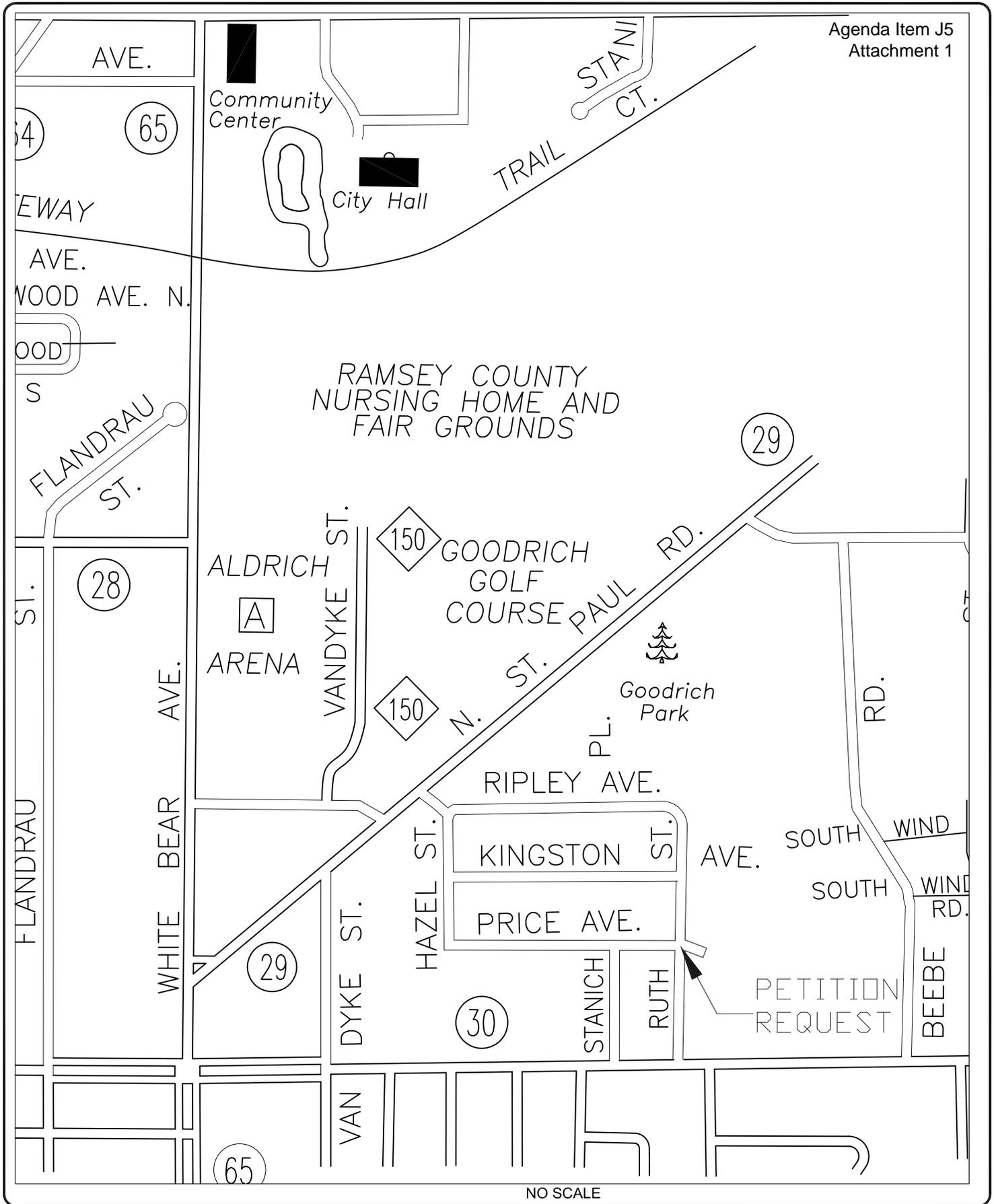
**Price Avenue and Ruth Street** –Staff is supportive of the request to remove the north/south stop signs on Ruth Street and replace the east/west stop signs on Price Avenue with yield signs, pending the amount of neighborhood support shown at the council meeting in favor of the petition. There are no records of crashes within the last 12 months at this intersection that are susceptible to correction by an all-way stop installation. The major approach has an average peak hourly volume of 27 vehicles. This is significantly less than the minimum value required of 300 vehicles. There is a possible sightline impact to the east leg of Price Avenue at the northeast quadrant of the intersection. However, the use of a yield sign on Price Avenue is an appropriate means to mitigate the sightline impacts. If enough neighborhood support is demonstrated at the council meeting staff would recommend the approval of the removal of the north/south stop signs on Ruth Street and the replacement of the east/west stop signs on Price Avenue with yield signs.

## **RECOMMENDATION**

If enough neighborhood support is demonstrated at the council meeting staff would recommend the approval of the removal of the north/south stop signs on Ruth Street and replacement of the east/west stop signs on Price Avenue with yield signs.

### Attachments:

1. Location Map



**PRICE AVE. & RUTH ST.**  
Neighborhood Stop Sign Request  
2012

