

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, August 8, 2011
City Hall, Council Chambers
Meeting No. 15-11

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 July 25, 2011, City Council Workshop Minutes
2. Approval of July 25, 2011, City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Presentation by Ramsey County Sheriff Matt Bostrom

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 Agreement Between the City and Komen as Producer of the 2011 Susan G. Komen Twin Cities 3-Day for the Cure Event
3. Approval to Accept Donation to Police Reserves
4. Approval of Contract with Check Diversion Program, LLC
5. Consider Approval of Award of Contract for MCC Aquatic Center Murals
6. Approval of the City's Amended Cafeteria Plan Documents
7. Approval of the City's HIPAA Privacy Policies and Procedures
8. Conditional Use Permit Review—Beaver Lake Town Houses, Maryland Avenue and Lakewood Drive
9. Approve Entering into Contract for Implementation and Training for Civil 3D Software Update
10. Approval of Resolution Directing Modification of Existing Construction Contract, Supplemental Agreement Nos. 5, 6, 11 and 13 with Ramsey County, White Bear Avenue / County Rd D Improvements, Project 08-13

11. Approval of Resolution Adopting Support for Funding Applications
 - a. Gladstone Area Improvements, City Project 04-21
STP Funding Application
 - b. TH 36 and English Street Interchange Improvements, City Project 09-08
STP Funding Application
 - c. TH 36 and English Street Interchange Improvements, City Project 09-08
Municipal Agreement Funding Application
 - d. County Road D Court Improvements, City Project 10-20
Municipal Agreement Funding Application
12. Approval of Snake Creek Stabilization (Sterling Street Crossing), City Project 10-13, Resolution Approving Payment, Acceptance of Project and Closure of Project Fund

H. PUBLIC HEARINGS

I. UNFINISHED BUSINESS

1. Consider Approval to Enter into a Contract with The Conservation Fund for Purchase of Fish Creek Property

J. NEW BUSINESS

1. Request of the City Council to Call a Special Meeting to Canvass the Results of the August 9, 2011 Primary Election

K. VISITOR PRESENTATIONS

L. AWARD OF BIDS

1. Award of Bid for Joy Park Phase II Improvements

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
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
5:15 p.m., Monday, July 25, 2011
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:15 p.m. by Mayor Rossbach.

B. ROLL CALL

Will Rossbach, Mayor	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present
James Llanas, Councilmember	Present – Arrived at 5:21 p.m.
John Nephew, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Nephew moved to approve the agenda as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None.

E. NEW BUSINESS

1. Commission Applicant Interviews – the Council interviewed individuals for the following commissions and will make appointments at the City Council meeting to be held after the Workshop.
 - a. Environmental & Natural Resources Commission
 - b. Community Design Review Board
 - c. Housing Redevelopment Authority

2. Police Space Needs Study Report

Larry Koch, of SEH, presented the report.
Assistant City Manager Ahl and Police Chief Thomalla answered questions of the council.

F. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 7:02 p.m.

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, July 25, 2011
Council Chambers, City Hall
Meeting No. 14-11

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:14 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
- N2. Tartan Ice Arena
- N3. Dispatch Policy Update

Councilmember Llanas moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of July 11, 2011, City Council Workshop Minutes

Councilmember Juenemann had a correction to page 1 of workshop minutes amending the time the meeting adjourned to 6:51 p.m.

Councilmember Nephew moved to approve the July 11, 2011, City Council Workshop Minutes as amended.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

G. CONSENT AGENDA

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

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Nephew moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

\$	660,728.95	Checks # 84706 thru # 84739 dated 07/21/11
\$	190,779.36	Disbursements via debits to checking account dated 06/24/11 thru 07/08/11
\$	132,333.05	Checks # 84740 thru # 84781 dated 07/29/11
\$	317,243.82	Disbursements via debits to checking account dated 07/06/11 thru 07/15/11
<hr/>		
\$	1,301,085.18	Total Accounts Payable

PAYROLL

\$	517,149.67	Payroll Checks and Direct Deposits dated 07/08/11
\$	2,375.01	Payroll Deduction check # 9984564 thru # 9984566 dated 07/08/11
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\$	519,524.68	Total Payroll
<hr/>		
\$	1,820,609.86	GRAND TOTAL

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Approval of Developer Agreement, Cottagewood 2nd Developer, City Project 11-05

Councilmember Nephew moved to approve the Developer Agreement, Cottagewood 2nd Developer, City Project 11-05 and corresponding maintenance agreement.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

3. Approval to Accept Alcohol Compliance Check Grant

Councilmember Nephew moved to approve the Acceptance of the Alcohol Compliance Check Grant.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

4. Conditional Use Permit Review, St. Paul Regional Water Services (McCarron's Treatment Plant), 1900 Rice Street

Councilmember Nephew moved to approve the Conditional Use Permit Review, St. Paul Regional Water Services (McCarron's Treatment Plant), 1900 Rice Street.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

5. Conditional Use Permit Review, St. Paul's Priory Planned Unit Development, Benet Road and Monastery Way

Councilmember Nephew moved to approve the Conditional Use Permit Review, St. Paul's Priory Planned Unit Development, Benet Road and Monastery Way.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

6. Approval of Driving Diversion Program Agreement

Councilmember Nephew moved to approve the Driving Diversion Program Agreement.

Seconded by Councilmember Juenemann Ayes –

The motion passed.

H. PUBLIC HEARING

1. Gladstone Area Redevelopment Improvements, Project 04-21

- a. Assessment Hearing, 8:42 p.m.
- b. Approve Resolution for Adoption of Assessment Roll

Mayor Rossbach opened the public hearing. The following persons spoke:

- 1. Mark Kiperstin, representing Rand Corporation
- 2. Greg Johnson, Developer for the Property
- 3. Mark Bradley, Maplewood
- 4. Bob Zick, North St. Paul

Councilmember Nephew moved to continue the public hearing to August 22, 2011.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

I. UNFINISHED BUSINESS

1. Approval of Chicken Ordinance Summary Publication (Super Majority Vote)

Councilmember Koppen moved to approve the Chicken Ordinance Summary Publication.

Seconded by Councilmember Nephew Ayes – All

The motion passed.

J. NEW BUSINESS

1. Approval of Transfer of Environmental Utility Funds for July 16th Storm Clean-up and Investigation

City Engineer Thompson presented the report and gave specifics of the report. The following persons spoke:

1. Kevin McLafferty, Maplewood
2. Dan Haag, Maplewood
3. Diana Longrie, Maplewood
4. Betty Bryan, Maplewood

Councilmember Llanas moved to approve the Transfer of Environmental Utility Funds for July 16, 2011 Storm Clean-up and Investigation.

Seconded by Councilmember Nephew Ayes – All

The motion passed.

2. Approval of Conditional Use Permit Revision, Parking Reduction Waiver and Design Review Former Corner Kick Soccer Center, 1357 Cope Avenue

Senior Planner Ekstrand gave the report. Planning Commissioner Al Bierbaum spoke. Matt Revida from the Community Design Review Board addressed the council. Mike McGrath, owner of the building located at 1357 Cope Avenue addressed the council.

Councilmember Nephew moved to approve the Conditional Use Permit Revision, Parking Reduction Waiver and Design Review Former Corner Kick Soccer Center, 1357 Cope Avenue with the following condition added. The uses of the building shall be restricted to those that would generate the amount of parking that is available on the site.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

The council took a 10 minute recess.

3. Approval of Conditional Use Permit, Design Review and Parking Reduction Authorization for South Metro Human Services Mental Health Care Facility, 1111 Viking Drive

Senior Planner Ekstrand gave the staff report. Matt Ledvina from the Community Design Review Board addressed the council. Planning Commissioner Al Bierbaum spoke. The following people spoke:

1. Ken Frigstad, Maplewood
2. John Wycoff, Maplewood
3. Bob Zick, North St. Paul
4. Don Huot, Maplewood
5. Terry Schneider, Conditional Use Permit Applicant
6. Dick Sappala, Maplewood
7. Ken Frigstad, Maplewood – second appearance

The following changes were made to the resolution:

Remove #1 - All construction shall follow the site plan approved by the city. Staff may approve minor changes.

Add to #6 - The applicant shall provide on-site staffing 24 hours a day and 365 days a year, this is to ensure the health and safety of the residents in accordance with Minnesota Statute Section 245A.11.

Add #7: This conditional use permit is granted based on the pertinent requirements of federal and state laws, which are Minnesota Statute Section 245A.11 and the requirements of the FHA, the FHAA and the ADA (the Fair Housing Act, the Fair Housing Act Amendment of 1988 and the American's with Disabilities Act) which all have requirements about accommodations for people with disabilities in various ways.

Councilmember Llanas moved to approve the Conditional Use Permit, Design Review and Parking Reduction Authorization for South Metro Human Services Mental Health Care Facility, 1111 Viking Drive as amended.

Seconded by Councilmember Nephew

Ayes – All

The motion passed.

ADJOURNMENT

Mayor Rossbach adjourned the meeting at 11:35 p.m. Visitor Presentations, Administrative Presentations and Council Presentations were not heard.

AGENDA REPORT

TO: City Council
FROM: James Antonen, City Manager
SUBJECT: **Presentation by Ramsey County Sheriff Matt Bostrom**
DATE: August 2, 2011

INTRODUCTION/SUMMARY

Ramsey County Sheriff Matt Bostrom will give a presentation to the City Council.

No action is needed.

AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: August 8, 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:

\$ 924,563.15	Checks # 84782 thru # 84825 dated 07/21/11 thru 07/26/11
\$ 153,758.80	Disbursements via debits to checking account dated 07/15/11 thru 07/22/11
\$ 509,292.43	Checks # 84826 thru # 84879 dated 07/26/11 thru 08/02/11
\$ 320,519.67	Disbursements via debits to checking account dated 07/20/11 thru 07/28/11
<u>\$ 1,908,134.05</u>	Total Accounts Payable

PAYROLL

\$ 516,223.43	Payroll Checks and Direct Deposits dated 07/22/11
\$ 2,375.01	Payroll Deduction check # 9984600 thru # 9984602 dated 07/22/11
<u>\$ 518,598.44</u>	Total Payroll
<u><u>\$ 2,426,732.49</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

07/22/2011

Check	Date	Vendor	Description	Amount	
84782	07/21/2011	00001	ONE TIME VENDOR	S SETNES PAYCHECK 7/2 - 7/15	786.94
84783	07/26/2011	04508	BETWEEN THE LINES	UMPIRES JUNE & JULY	9,802.00
	07/26/2011	04508	BETWEEN THE LINES	UMPIRES AT MCKNIGHT FOR NSP	4,836.00
84784	07/26/2011	00240	C.S.C. CREDIT SERVICES	APPLICANT BACKGROUND CHECKS	60.00
84785	07/26/2011	04572	ETTEL & FRANZ	REPAIR LEAKING WITH NEW PITCH PANS	3,248.00
84786	07/26/2011	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - JUNE	899.00
84787	07/26/2011	04206	H.A. KANTRUD	PROSECUTION & LEGAL SRVS - AUG	16,100.00
84788	07/26/2011	00985	METROPOLITAN COUNCIL	WASTEWATER - AUGUST	216,688.14
84789	07/26/2011	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - JUNE	24,088.75
	07/26/2011	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - JUNE	595.84
	07/26/2011	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - JUNE	560.00
84790	07/26/2011	01337	RAMSEY COUNTY-PROP REC & REV	VOTING SYSTEM CHARGES - 2011	6,818.18
84791	07/26/2011	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS HOME RAINGARDENS STILLWATE	2,839.13
	07/26/2011	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS FOR DRAINAGE PROJ	471.32
84792	07/26/2011	01409	S.E.H.	FLEET AUDIT EECBG GRANT	2,475.00
	07/26/2011	01409	S.E.H.	FLEET AUDIT EECBG GRANT	1,980.00
84793	07/26/2011	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - JUNE 16-30	1,221.00
84794	07/26/2011	01546	SUBURBAN SPORTSWEAR	CITY LOGO CAPS	144.00
84795	07/26/2011	01574	T.A. SCHIFSKY & SONS, INC	PROJ 10-14 WESTERN HILL PARTPMT#3	565,057.28
84796	07/26/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	6,348.77
	07/26/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	3,164.27
	07/26/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,279.16
	07/26/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	296.19
	07/26/2011	01190	XCEL ENERGY	FIRE SIRENS	51.51
84797	07/26/2011	00111	ANIMAL CONTROL SERVICES	BOARDING & DESTRUCTION FEES	2,147.85
84798	07/26/2011	03738	CHARLES E. BETHEL	RETAINER FOR LEGAL & RENT - AUG	6,375.00
84799	07/26/2011	00216	BRIGGS & MORGAN, P.A.	TIF WORK 1-10	5,500.00
	07/26/2011	00216	BRIGGS & MORGAN, P.A.	TIF WORK 1-11	4,000.00
84800	07/26/2011	04549	JAN ALICE CAMPBELL	ZUMBA INSTRUCTION - JUNE	147.00
84801	07/26/2011	00399	DIAMOND VOGEL PAINTS	REPLACEMENT LINE STRIPER	5,444.44
84802	07/26/2011	00420	DOWNTOWNER DETAIL CENTER	POLICE VEHICLE CLEANING & DETAILING	619.73
84803	07/26/2011	03619	DRAIN KING INC	PROJ 10-14 TELEVISIONING	81.00
	07/26/2011	03619	DRAIN KING INC	PROJ 10-14 TELEVISIONING	81.00
84804	07/26/2011	01401	FIRST STUDENT INC	DAY CAMP BUS FEE - MUNICIPAL STADIUM	295.00
	07/26/2011	01401	FIRST STUDENT INC	DAY CAMP BUS FEE - TARGET CENTER	295.00
84805	07/26/2011	04867	FOTH INFRASTRUCTURE & ENVIR	PROF SRVS THRU 07/01	18,798.50
84806	07/26/2011	00612	GYM WORKS INC	REPAIR EXERCISE EQUIP MCC	1,057.54
84807	07/26/2011	03597	MARY JO HOFMEISTER	REIMB FOR MILEAGE 6/14 - 7/12	12.92
84808	07/26/2011	02830	JON JAROSCH	REIMB FOR P.E. LICENSING	132.00
84809	07/26/2011	00867	LILLIE SUBURBAN NEWSPAPERS	AD FOR BID MCC POOL MURAL	165.00
84810	07/26/2011	04896	KATIE LYNCH	SECURITY OFFICER FOR MCC EVENT	227.50
84811	07/26/2011	01043	M E H A	MEMBERSHIP FEE	30.00
84812	07/26/2011	00983	METRO SALES INC	LEASE PMT 07/15 - 08/15	1,137.15
84813	07/26/2011	04193	MIDAMERICA AUCTIONS	FORFEITED VEHICLE STORAGE FEE-JULY	2,250.00
84814	07/26/2011	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES	2,926.27
84815	07/26/2011	00001	ONE TIME VENDOR	REFUND B MENSEN ELECTRICAL PERMIT	40.00
84816	07/26/2011	00001	ONE TIME VENDOR	REFUND M KRUEGER MEMBERSHIP	37.49
84817	07/26/2011	00001	ONE TIME VENDOR	TLT ENTERPRISES - PROJ CANCELLED	37.00
84818	07/26/2011	00001	ONE TIME VENDOR	REFUND K MURPHY HP BENEFIT	20.00
84819	07/26/2011	01359	REGAL AUTO WASH DETAIL XX	CAR WASHES - MAY	102.84
	07/26/2011	01359	REGAL AUTO WASH DETAIL XX	CAR WASHES - APRIL	63.84
84820	07/26/2011	02001	CITY OF ROSEVILLE	MONTHLY JOINT POWER SRVS - JULY	625.00
84821	07/26/2011	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - JULY	100.00

84822	07/26/2011	04822	THE FIRST SIGNS OF FIRE	MARKERS FOR MEDIC33	64.00
84823	07/26/2011	01836	CITY OF ST PAUL	CRIME LAB SERVICES - JUNE	345.00
	07/26/2011	01836	CITY OF ST PAUL	RADIO SHOP SERVICES - JUNE	114.60
84824	07/26/2011	04905	WARRENS CRANBERRY FESTIVAL INC	DAYTRIP DEPOSIT	30.00
84825	07/26/2011	04570	WOODRUNN/WOODLOCH INC.	HORSE CAMP FEES - DAY CAMP	450.00
					924,563.15

44 Checks in this report.

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>
7/15/2011	7/18/2011	MN State Treasurer	Drivers License/Deputy Registrar	13,573.00
7/18/2011	7/19/2011	MN Dept of Revenue	Sales Tax	6,943.00
7/18/2011	7/19/2011	MN State Treasurer	Drivers License/Deputy Registrar	15,930.50
7/15/2011	7/20/2011	US Bank VISA One Card*	Purchasing card items	48,479.35
7/19/2011	7/20/2011	MN State Treasurer	Drivers License/Deputy Registrar	13,478.75
7/19/2011	7/21/2011	MN Dept of Revenue	Fuel Tax	309.38
7/20/2011	7/21/2011	MN State Treasurer	Drivers License/Deputy Registrar	12,605.73
7/20/2011	7/22/2011	ICMA (Vantagepointe)	Deferred Compensation	4,312.76
7/20/2011	7/22/2011	ING - State Plan	Deferred Compensation	27,803.00
7/21/2011	7/22/2011	MN State Treasurer	Drivers License/Deputy Registrar	10,323.33
TOTAL				<u><u>153,758.80</u></u>

*Detailed listing of VISA purchases is attached.

Check Register
City of Maplewood

07/29/2011

Check	Date	Vendor	Description	Amount	
84826	07/26/2011	02464	US BANK	FUNDS FOR ATMS	20,000.00
84827	08/02/2011	02780	THE ACTIVE NETWORK INC	RECWARE 2011 SUPPORT CONTRACT	12,042.19
84828	08/02/2011	00157	BARR ENGINEERING CO	PROJ 10-14 PROF SRVS 5/21 - 6/17	1,470.50
84829	08/02/2011	00687	HUGO'S TREE CARE INC	STORM DAMAGE TRIMMING	855.00
	08/02/2011	00687	HUGO'S TREE CARE INC	TRIMMING FROM STORM DAMAGE	480.94
	08/02/2011	00687	HUGO'S TREE CARE INC	TRIMMING FROM STORM DAMAGE	106.88
84830	08/02/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 06/30	5,117.15
	08/02/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-04 PROF SRVS THRU 06/30	3,488.65
	08/02/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 10-09 PROF SRVS THRU 6/30	2,604.95
	08/02/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 02-07 PROF SRVS THRU 06/30	1,003.75
84831	08/02/2011	00393	DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - JUNE 12128123035	5,612.00
84832	08/02/2011	04316	CITY OF MINNEAPOLIS RECEIVABLES	AUTO PAWN SYSTEM - JUNE	598.20
84833	08/02/2011	01160	NEWMAN SIGNS	DG3 WARNING & REGULATORY SIGNS	4,006.43
84834	08/02/2011	01819	PAETEC	LOCAL PHONE SERVICE 6/16 - 7/15	1,531.98
84835	08/02/2011	01941	PATRICK TROPHIES	SOCCER MEDALS FOR KICKS FOR KIDS	391.50
	08/02/2011	01941	PATRICK TROPHIES	MEDALS FOR FLOOR HOCKEY	222.30
84836	08/02/2011	01337	RAMSEY COUNTY-PROP REC & REV	PLANS FOR HOME RAINGARDENS	2,070.17
84837	08/02/2011	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 04-21 RECORDING FEES	46.00
	08/02/2011	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 04-21 RECORDING FEES	46.00
84838	08/02/2011	01409	S.E.H.	PROJ 09-08 ENGINEERING FEES	27,202.76
	08/02/2011	01409	S.E.H.	PROJ 11-13 ENGINEERING FEES	3,605.34
	08/02/2011	01409	S.E.H.	PROJ 04-21 ENGINEERING FEES	3,223.38
	08/02/2011	01409	S.E.H.	PROJ 10-01 ENGINEERING FEES	336.21
84839	08/02/2011	02274	SPRINT	SPRINT SRVS 6/15 - 7/14	6,150.65
84840	08/02/2011	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	5,551.57
	08/02/2011	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	4,157.72
	08/02/2011	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	232.29
84841	08/02/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	27,435.07
	08/02/2011	01190	XCEL ENERGY	ELECTRIC UTILITY	13,956.46
	08/02/2011	01190	XCEL ENERGY	ELECTRIC UTILITY	54.71
84842	08/02/2011	03890	APPLE GLASS	REPLACE GLASS ON PICKUP	431.54
	08/02/2011	03890	APPLE GLASS	REPLACE GLASS ON LOADER	308.40
	08/02/2011	03890	APPLE GLASS	REPLACE GLASS ON LOADER	308.40
84843	08/02/2011	04047	ASHLAND PRODUCTIONS	SOUND TECHNICIAN MCC JULY 16	100.00
84844	08/02/2011	00221	BROCK WHITE COMPANY, LLC.	CRACK SEALING MATERIALS	4,308.75
84845	08/02/2011	02929	CNAGLAC	LTC MONTHLY PREMIUM - AUGUST	479.54
84846	08/02/2011	03619	DRAIN KING INC	PROJ 10-14 TELEVISIONING	370.00
	08/02/2011	03619	DRAIN KING INC	PROJ 10-14 TELEVISIONING	170.00
84847	08/02/2011	04440	PAT FLEMING	CASH FORFEITURE CASE 09-007-369	52.00
84848	08/02/2011	02134	CAROLE GERNES	REIMB FOR MILEAGE 09/16/10-06/28/11	55.97
84849	08/02/2011	00644	HEALTHPARTNERS	MONTHLY PREMIUM - AUGUST	11,213.23
84850	08/02/2011	04909	KIDZIBITS	SOLAR ENERGY EDUCATIONAL PANEL	7,684.31
84851	08/02/2011	04906	KILLMER ELECTRIC CO., INC.	NATURE CENTER SOLAR COLLECTOR	12,557.15
84852	08/02/2011	00827	L M C I T	VOLUNTEER ACCIDENT PLAN 7/11-7/12	1,595.00
84853	08/02/2011	00857	LEAGUE OF MINNESOTA CITIES	LAND USE WORKSHOPS	180.00
	08/02/2011	00857	LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS CONTROL WORKSHOP	20.00
	08/02/2011	00857	LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS CONTROL WORKSHOP	20.00
84854	08/02/2011	00942	MARSDEN BLDG MAINTENANCE CO	BASEMENT CLEAN UP 1901 HAZELWOOD	796.64
	08/02/2011	00942	MARSDEN BLDG MAINTENANCE CO	BASEMENT CLEAN UP 1891 HAZELWOOD	682.50
	08/02/2011	00942	MARSDEN BLDG MAINTENANCE CO	BASEMENT CLEANUP 1883 HAZELWOOD	641.46
	08/02/2011	00942	MARSDEN BLDG MAINTENANCE CO	BASEMENT CLEAN UP 1887 HAZELWOOD	502.95
84855	08/02/2011	04446	MICHAEL H. MAY	GUITAR INSTRUCTION	450.00
84856	08/02/2011	00953	MCCARTHY WELL COMPANY	WELL INSPECTION HAZELWOOD PARK	195.00

84857	08/02/2011	03818	MEDICA	MONTHLY PREMIUM - AUGUST	144,803.79
84858	08/02/2011	04370	MERIT ELECTRIC COMPANY	REPAIR LIFT STATION #14	6,116.38
84859	08/02/2011	01085	MN LIFE INSURANCE	MONTHLY PREMIUM - AUGUST	3,742.10
84860	08/02/2011	01126	MN NCPERS LIFE INSURANCE	MONTHLY PREMIUM - AUGUST	432.00
84861	08/02/2011	01089	MN UC FUND	UNEMPLOYMENT - 2ND QTR	5,485.39
84862	08/02/2011	02696	MUSKA ELECTRIC CO	NATURE CENTER SOLAR COLLECTOR	4,660.00
84863	08/02/2011	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - JULY	1,000.00
84864	08/02/2011	00001	ONE TIME VENDOR	REFUND J KURIA CUP & RECORDING FEE	1,696.00
84865	08/02/2011	00001	ONE TIME VENDOR	REIMB D CONOVER IRRIGATION SYS REPA	294.80
84866	08/02/2011	00001	ONE TIME VENDOR	REFUND N TAYLOR BANQUET ROOM	175.00
84867	08/02/2011	01261	PHYSIO-CONTROL, INC.	LUCAS 2	78,538.00
84868	08/02/2011	02645	PUBLIC AGENCY TRAINING COUNCIL	SEMINAR FEE	295.00
84869	08/02/2011	02010	RAMSEY CTY ATTORNEY'S OFFICE	CASH FORFEITURE CN 09-007-369	104.00
84870	08/02/2011	01418	SAM'S CLUB DIRECT	DAY CAMP SUPPLIES/SNACKS	216.71
	08/02/2011	01418	SAM'S CLUB DIRECT	DAY CAMP SNACKS/SUPPLIES	198.60
	08/02/2011	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE/SILVER SNEAKERS	192.40
	08/02/2011	01418	SAM'S CLUB DIRECT	FOOD FOR NEW FF MEET & GREAT	164.91
	08/02/2011	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	123.34
	08/02/2011	01418	SAM'S CLUB DIRECT	SUPPLIES FOR SPECIAL EVENTS	103.55
	08/02/2011	01418	SAM'S CLUB DIRECT	DAY CAMP SNACKS/SUPPLIES	85.14
	08/02/2011	01418	SAM'S CLUB DIRECT	SUPPLIES FOR CITY COUNCIL/HR/MGR	30.65
	08/02/2011	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	21.78
	08/02/2011	01418	SAM'S CLUB DIRECT	PRESCHOOL CAMP SUPPLIES	10.68
	08/02/2011	01418	SAM'S CLUB DIRECT	DAYCAMP SUPPLIES	9.96
	08/02/2011	01418	SAM'S CLUB DIRECT	POPCORN BAGS - REIMBURSED TO CITY	6.13
	08/02/2011	01418	SAM'S CLUB DIRECT	PRESCHOOL CAMP SUPPLIES	5.98
84871	08/02/2011	03879	SANSIO	EMS FEES - AUG	577.08
84872	08/02/2011	01455	MICHAEL SHORTREED	REIMB-NATIONAL NIGHT OUT SUPPLIES	189.34
84873	08/02/2011	03616	SIBLEY COVE, LTD PARTNERSHIP	TIF PAYMENT TO DEVELOPER	35,709.82
84874	08/02/2011	01836	CITY OF ST PAUL	PROJ 10-14 WATERMAIN WORK	6,695.98
	08/02/2011	01836	CITY OF ST PAUL	CAD SYSTEM ACCESS APRIL - JUNE	2,700.00
84875	08/02/2011	01573	TOM SZCZEPANSKI	SECURITY OFFICER MCC JULY 23	245.00
84876	08/02/2011	03277	TROUT LAND LLC	ESCROW RELEASE FUNDS 05-30	2,208.99
84877	08/02/2011	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING - JUNE	1,366.48
84878	08/02/2011	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - AUGUST	2,995.28
	08/02/2011	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - AUGUST	2,209.58
84879	08/02/2011	04907	WENZEL HEATING/AIRCONDITIONING	NATURE CENTER SOLAR COLLECTOR	9,159.00

54 Checks in this report.

509,292.43

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>
7/20/2011	7/25/2011	P.E.R.A.	P.E.R.A.	89,260.30
7/20/2011	7/25/2011	U.S. Treasurer	Federal Payroll Tax	96,197.90
7/22/2011	7/25/2011	MN State Treasurer	Drivers License/Deputy Registrar	11,428.20
7/20/2011	7/26/2011	Labor Unions	Union Dues	3,728.38
7/20/2011	7/26/2011	MidAmerica - ING	HRA Flex plan	13,321.58
7/20/2011	7/26/2011	MN State Treasurer	State Payroll Tax	20,842.96
7/25/2011	7/26/2011	MN State Treasurer	Drivers License/Deputy Registrar	15,126.66
7/25/2011	7/26/2011	Pitney Bowes	Postage	2,985.00
7/26/2011	7/27/2011	MN State Treasurer	Drivers License/Deputy Registrar	20,861.92
7/27/2011	7/28/2011	MN State Treasurer	Drivers License/Deputy Registrar	19,691.75
7/20/2011	7/29/2011	Optum Health	DCRP & Flex plan payments	3,865.17
7/28/2011	7/29/2011	MN Dept of Natural Resources	DNR electronic licenses	3,291.75
7/28/2011	7/29/2011	MN State Treasurer	Drivers License/Deputy Registrar	19,918.10
TOTAL				<u><u>320,519.67</u></u>

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	07/22/11	JUENEMANN, KATHLEEN	416.42
	07/22/11	KOPPEN, MARVIN	416.42
	07/22/11	LLANAS, JAMES	416.42
	07/22/11	NEPHEW, JOHN	416.42
	07/22/11	ROSSBACH, WILLIAM	473.15
	07/22/11	STRAUTMANIS, MARIS	234.00
	07/22/11	VALLE, EDWARD	50.00
	07/22/11	AHL, R. CHARLES	4,958.72
	07/22/11	ANTONEN, JAMES	5,300.00
	07/22/11	BURLINGAME, SARAH	1,966.90
	07/22/11	KANTRUD, HUGH	184.62
	07/22/11	CHRISTENSON, SCOTT	1,962.49
	07/22/11	FARR, LARRY	2,885.65
	07/22/11	JAHN, DAVID	2,142.41
	07/22/11	KARIS, DYLAN	880.00
	07/22/11	RAMEAUX, THERESE	3,030.67
	07/22/11	BAUMAN, GAYLE	4,014.97
	07/22/11	FORMANEK, KAREN	1,285.85
	07/22/11	ANDERSON, CAROLE	1,129.47
	07/22/11	DEBILZAN, JUDY	1,270.59
	07/22/11	JACKSON, MARY	2,147.96
	07/22/11	KELSEY, CONNIE	2,569.24
	07/22/11	RUEB, JOSEPH	2,493.80
	07/22/11	ARNOLD, AJLA	1,480.49
	07/22/11	CAREY, HEIDI	2,005.19
	07/22/11	GUILFOILE, KAREN	4,176.43
	07/22/11	NEPHEW, MICHELLE	1,630.15
	07/22/11	SCHMIDT, DEBORAH	2,719.20
	07/22/11	SPANGLER, EDNA	997.89
	07/22/11	CORTESI, LUANNE	1,052.90
	07/22/11	LARSON, MICHELLE	1,758.15
	07/22/11	MECHELKE, SHERRIE	1,175.19
	07/22/11	MOY, PAMELA	1,377.69
	07/22/11	OSTER, ANDREA	1,886.78
	07/22/11	RICHTER, CHARLENE	764.05
	07/22/11	SCHOENECKER, LEIGH	1,311.12
	07/22/11	WEAVER, KRISTINE	2,288.56
	07/22/11	JAGOE, CAROL	255.63
	07/22/11	CORCORAN, THERESA	1,906.15
	07/22/11	KVAM, DAVID	4,188.29
	07/22/11	PALANK, MARY	1,902.77
	07/22/11	POWELL, PHILIP	2,903.66
	07/22/11	SVENDSEN, JOANNE	2,081.79
	07/22/11	THOMALLA, DAVID	4,936.26
	07/22/11	YOUNG, TAMELA	1,898.16
	07/22/11	ABEL, CLINT	3,001.43
	07/22/11	ALDRIDGE, MARK	2,954.18
	07/22/11	BAKKE, LONN	2,901.07
	07/22/11	BARTZ, PAUL	5,134.68
	07/22/11	BELDE, STANLEY	3,063.23
	07/22/11	BENJAMIN, MARKESE	3,075.62
	07/22/11	BIERDEMAN, BRIAN	3,423.61
	07/22/11	BOHL, JOHN	3,242.23
	07/22/11	BUSACK, DANIEL	3,435.57

07/22/11	COFFEY, KEVIN	3,083.47
07/22/11	CROTTY, KERRY	3,575.20
07/22/11	DEMULLING, JOSEPH	3,426.95
07/22/11	DOBLAR, RICHARD	3,886.81
07/22/11	DUGAS, MICHAEL	4,897.50
07/22/11	ERICKSON, VIRGINIA	2,607.27
07/22/11	FLOR, TIMOTHY	3,574.41
07/22/11	FORSYTHE, MARCUS	2,007.96
07/22/11	FRASER, JOHN	3,404.51
07/22/11	FRITZE, DEREK	3,636.89
07/22/11	GABRIEL, ANTHONY	3,521.16
07/22/11	HAWKINSON JR, TIMOTHY	2,810.68
07/22/11	HER, PHENG	2,848.77
07/22/11	HIEBERT, STEVEN	3,390.38
07/22/11	JOHNSON, KEVIN	4,281.55
07/22/11	KALKA, THOMAS	913.08
07/22/11	KONG, TOMMY	3,227.50
07/22/11	KREKELER, NICHOLAS	842.40
07/22/11	KROLL, BRETT	3,017.74
07/22/11	LANGNER, SCOTT	2,996.32
07/22/11	LANGNER, TODD	2,943.49
07/22/11	LU, JOHNNIE	2,974.04
07/22/11	LYNCH, KATHERINE	2,301.47
07/22/11	MARINO, JASON	3,144.65
07/22/11	MARTIN, JERROLD	3,115.72
07/22/11	MCCARTY, GLEN	3,139.76
07/22/11	METRY, ALESIA	3,112.25
07/22/11	NYE, MICHAEL	3,952.89
07/22/11	OLSON, JULIE	3,106.29
07/22/11	PARKER, JAMES	1,912.51
07/22/11	REZNY, BRADLEY	3,443.76
07/22/11	RHUDE, MATTHEW	3,029.13
07/22/11	SHORTREED, MICHAEL	4,060.51
07/22/11	STEINER, JOSEPH	3,504.04
07/22/11	SYPNIEWSKI, WILLIAM	2,785.00
07/22/11	SZCZEPANSKI, THOMAS	3,063.23
07/22/11	TAUZELL, BRIAN	2,728.11
07/22/11	THEISEN, PAUL	3,223.07
07/22/11	THIENES, PAUL	4,378.51
07/22/11	TRAN, JOSEPH	2,955.28
07/22/11	WENZEL, JAY	2,882.45
07/22/11	XIONG, KAO	2,895.38
07/22/11	ACOSTA, MARK	288.00
07/22/11	ARKSEY, CHARLES	450.00
07/22/11	BAHL, DAVID	196.00
07/22/11	BASSETT, BRENT	288.00
07/22/11	BAUMAN, ANDREW	3,112.67
07/22/11	BECK, YANCEY	72.00
07/22/11	BOURQUIN, RON	616.00
07/22/11	BRADBURY, RYAN	207.00
07/22/11	BRESIN, ROBERT	144.00
07/22/11	CAPISTRANT, JACOB	372.00
07/22/11	CAPISTRANT, JOHN	240.00
07/22/11	CRAWFORD, RAYMOND	522.00
07/22/11	DAWSON, RICHARD	3,132.04
07/22/11	EVERSON, PAUL	3,266.71
07/22/11	FOSSUM, ANDREW	2,844.11
07/22/11	HAGEN, MICHAEL	90.00
07/22/11	HALE, JOSEPH	516.00
07/22/11	HALWEG, JODI	1,478.76
07/22/11	HAWTHORNE, ROCHELLE	72.00
07/22/11	HEFFERNAN, PATRICK	560.00
07/22/11	HENDRICKSON, NICHOLAS	2,617.63
07/22/11	HERLUND, RICK	240.00

07/22/11	HUTCHINSON, JAMES	325.50
07/22/11	IMM, TRACY	168.00
07/22/11	JOHNSON, JAMES	357.50
07/22/11	JONES, JONATHAN	240.00
07/22/11	KANE, ROBERT	168.00
07/22/11	KARRAS, JAMIE	174.00
07/22/11	KERSKA, JOSEPH	372.00
07/22/11	KONDER, RONALD	456.00
07/22/11	KUBAT, ERIC	2,717.74
07/22/11	LINDER, TIMOTHY	2,788.53
07/22/11	LOCHEN, MICHAEL	184.00
07/22/11	MELLEN, CHRISTOPHER	246.00
07/22/11	MELLEN, RICHARD	168.00
07/22/11	MILLER, NICHOLAS	297.00
07/22/11	MONDOR, MICHAEL	3,089.18
07/22/11	MONSON, PETER	96.00
07/22/11	MORGAN, JEFFERY	260.00
07/22/11	NIELSEN, KENNETH	162.00
07/22/11	NOVAK, JEROME	2,993.84
07/22/11	NOWICKI, PAUL	387.00
07/22/11	OLSON, JAMES	2,844.11
07/22/11	OPHEIM, JOHN	504.00
07/22/11	PACHECO, ALPHONSE	480.00
07/22/11	PETERSON, MARK	266.00
07/22/11	PETERSON, ROBERT	3,387.65
07/22/11	PLACE, ANDREA	4,030.40
07/22/11	POWERS, KENNETH	177.00
07/22/11	RAINEY, JAMES	216.00
07/22/11	RAVENWALD, CORINNE	384.00
07/22/11	REYNOSO, ANGEL	126.00
07/22/11	RICE, CHRISTOPHER	456.00
07/22/11	RODRIGUEZ, ROBERTO	312.00
07/22/11	SCHULTZ, JEROME	96.00
07/22/11	SEDLACEK, JEFFREY	2,924.74
07/22/11	STREFF, MICHAEL	2,844.11
07/22/11	SVENDSEN, RONALD	3,123.82
07/22/11	GERVAIS-JR, CLARENCE	3,867.86
07/22/11	LUKIN, STEVEN	4,475.33
07/22/11	ZWIEG, SUSAN	2,234.15
07/22/11	KNUTSON, LOIS	1,996.55
07/22/11	NIVEN, AMY	1,411.62
07/22/11	PRIEFER, WILLIAM	2,713.17
07/22/11	BRINK, TROY	2,743.42
07/22/11	BUCKLEY, BRENT	2,135.51
07/22/11	DEBILZAN, THOMAS	981.79
07/22/11	EDGE, DOUGLAS	2,104.20
07/22/11	HAMRE, MILES	1,296.00
07/22/11	JONES, DONALD	2,131.35
07/22/11	MEISSNER, BRENT	1,930.15
07/22/11	NAGEL, BRYAN	3,408.40
07/22/11	OSWALD, ERICK	2,348.97
07/22/11	RUNNING, ROBERT	2,333.35
07/22/11	TEVLIN, TODD	2,125.35
07/22/11	BURLINGAME, NATHAN	2,006.40
07/22/11	DUCHARME, JOHN	2,713.98
07/22/11	ENGSTROM, ANDREW	2,459.76
07/22/11	JACOBSON, SCOTT	1,206.82
07/22/11	JAROSCH, JONATHAN	3,045.65
07/22/11	KREGER, JASON	2,580.15
07/22/11	KUMMER, STEVEN	3,123.75
07/22/11	LINDBLOM, RANDAL	2,888.77
07/22/11	LOVE, STEVEN	3,281.18
07/22/11	THOMPSON, MICHAEL	4,028.25
07/22/11	ZIEMAN, SCOTT	1,022.40

07/22/11	KONEWKO, DUWAYNE	4,390.46
07/22/11	EDSON, DAVID	2,170.59
07/22/11	GUNDERSON, ANDREW	936.00
07/22/11	HELMER, JACOB	720.00
07/22/11	HINNENKAMP, GARY	2,137.38
07/22/11	MARUSKA, MARK	3,183.11
07/22/11	NAUGHTON, JOHN	2,125.35
07/22/11	NAUGHTON, TYLER	792.00
07/22/11	NORDQUIST, RICHARD	2,127.66
07/22/11	SCHINDELDECKER, JAMES	258.69
07/22/11	BIESANZ, OAKLEY	1,463.91
07/22/11	DEAVER, CHARLES	564.28
07/22/11	GERNES, CAROLE	409.50
07/22/11	HAYMAN, JANET	1,268.31
07/22/11	HUTCHINSON, ANN	2,622.79
07/22/11	SOUTTER, CHRISTINE	775.69
07/22/11	WACHAL, KAREN	937.84
07/22/11	GAYNOR, VIRGINIA	3,211.95
07/22/11	BEHM, LOIS	60.00
07/22/11	KROLL, LISA	1,882.15
07/22/11	SINDT, ANDREA	2,013.80
07/22/11	THOMPSON, DEBRA	821.71
07/22/11	EKSTRAND, THOMAS	3,800.52
07/22/11	FINWALL, SHANN	3,202.15
07/22/11	MARTIN, MICHAEL	2,606.15
07/22/11	BRASH, JASON	2,259.75
07/22/11	CARVER, NICHOLAS	3,211.95
07/22/11	FISHER, DAVID	3,778.99
07/22/11	SWAN, DAVID	2,738.95
07/22/11	WELLENS, MOLLY	1,644.36
07/22/11	BERGER, STEPHANIE	505.88
07/22/11	BETHEL III, CHARLES	99.88
07/22/11	BJORK, BRANDON	759.00
07/22/11	FISCHBACH, ALYSSA	76.13
07/22/11	FRANK, PETER	50.00
07/22/11	GERMAIN, BRADY	300.00
07/22/11	JANASZAK, MEGHAN	1,117.06
07/22/11	ROBBINS, AUDRA	2,847.74
07/22/11	ROBBINS, CAMDEN	20.00
07/22/11	RYCHLICKI, NICHOLE	425.00
07/22/11	SCHALLER, SCOTT	129.00
07/22/11	TAYLOR, JAMES	2,466.23
07/22/11	TURI, EMILY	324.00
07/22/11	ADAMS, DAVID	1,550.24
07/22/11	GERMAIN, DAVID	2,134.59
07/22/11	HAAG, MARK	2,787.62
07/22/11	KLOOZ, AUSTIN	968.88
07/22/11	SCHULTZ, SCOTT	2,914.49
07/22/11	ANZALDI, MANDY	1,389.88
07/22/11	BRENEMAN, NEIL	1,527.70
07/22/11	CRAWFORD - JR, RAYMOND	1,084.19
07/22/11	EVANS, CHRISTINE	1,302.83
07/22/11	GADOW, ANNA	226.96
07/22/11	GLASS, JEAN	2,103.68
07/22/11	HANSEN, LORI	3,057.86
07/22/11	HER, PETER	337.80
07/22/11	HOFMEISTER, MARY	1,025.00
07/22/11	HOFMEISTER, TIMOTHY	380.00
07/22/11	KULHANEK-DIONNE, ANN	448.38
07/22/11	PELOQUIN, PENNYE	566.04
07/22/11	PENN, CHRISTINE	2,199.26
07/22/11	SHERRILL, CAITLIN	568.12
07/22/11	STARK, SUE	228.94
07/22/11	VANG, KAY	476.37

07/22/11	VUE, LOR PAO	178.50
07/22/11	ZIELINSKI, JUDY	30.80
07/22/11	AICHELE, MEGAN	260.60
07/22/11	ANDERSON, JOSHUA	231.80
07/22/11	ANDERSON, JUSTIN	281.70
07/22/11	ANDERSON, MAXWELL	486.60
07/22/11	BAETZOLD, SETH	101.50
07/22/11	BAUDE, SARAH	36.50
07/22/11	BIGGS, ANNETTE	53.60
07/22/11	BRUSOE, AMY	201.45
07/22/11	BRUSOE, CRISTINA	131.55
07/22/11	BUCKLEY, BRITTANY	534.79
07/22/11	BUTLER, ANGELA	34.00
07/22/11	CRANDALL, KRISTA	183.65
07/22/11	DEMPSEY, BETH	88.38
07/22/11	DUNN, RYAN	1,028.75
07/22/11	EKSTRAND, DANIEL	154.35
07/22/11	ERICKSON-CLARK, CAROL	49.00
07/22/11	FLACKEY, MAUREEN	335.19
07/22/11	FONTAINE, KIM	318.25
07/22/11	GIPPLE, TRISHA	371.45
07/22/11	GRAY, MEGAN	180.39
07/22/11	GRUENHAGEN, LINDA	292.48
07/22/11	HAGSTROM, EMILY	251.25
07/22/11	HANSEN, HANNAH	255.59
07/22/11	HASSAN, KIANA	78.00
07/22/11	HEINRICH, SHEILA	510.00
07/22/11	HOLMBERG, LADONNA	463.00
07/22/11	HORWATH, RONALD	2,589.01
07/22/11	JOHNSON, BARBARA	173.08
07/22/11	JOHNSON, JAMES	84.00
07/22/11	JOYER, ANTHONY	74.00
07/22/11	JOYER, JENNA	115.43
07/22/11	KOHLER, ROCHELLE	36.00
07/22/11	KOLLER, NINA	448.49
07/22/11	KRONHOLM, KATHRYN	821.82
07/22/11	LAMEYER, ZACHARY	225.32
07/22/11	LAMSON, ELIANA	54.00
07/22/11	MCCANN, NATALIE	114.00
07/22/11	MCCORMACK, MELISSA	242.55
07/22/11	NADEAU, KELLY	401.88
07/22/11	NADEAU, TAYLOR	168.35
07/22/11	PROESCH, ANDY	893.36
07/22/11	QUANT, JENNA	28.80
07/22/11	RENFORD, NICHOLAS	21.75
07/22/11	RESENDIZ, LORI	1,509.06
07/22/11	RICHTER, DANIEL	75.60
07/22/11	RONNING, ISAIAH	178.35
07/22/11	RONNING, ZACCEUS	62.05
07/22/11	SCHREIER, ROSEMARIE	166.50
07/22/11	SCHREINER, MARK	42.50
07/22/11	SCHREINER, MICHELLE	221.00
07/22/11	SCHUNEMAN, GREGORY	381.06
07/22/11	SJERVEN, BRENDA	108.00
07/22/11	SKAAR, SAMANTHA	35.00
07/22/11	SKUNES, KELLY	468.25
07/22/11	SMITH, ANN	162.40
07/22/11	SMITLEY, SHARON	155.40
07/22/11	TAYLOR, JASON	112.33
07/22/11	TREPANIER, TODD	374.00
07/22/11	TRUE, ANDREW	12.06
07/22/11	TUPY, HEIDE	45.80
07/22/11	TUPY, MARCUS	142.50
07/22/11	WARNER, CAROLYN	343.20

	07/22/11	WEEVER, NAOMI	47.13
	07/22/11	WILLIAMS, KRISTINE	168.44
	07/22/11	WOLFGRAM, MARY	42.80
	07/22/11	WOLFGRAM, TERESA	170.00
	07/22/11	BOSLEY, CAROL	215.00
	07/22/11	DANIEL, BREANNA	355.50
	07/22/11	LANGER, KAYLYN	17.00
	07/22/11	BEHAN, JAMES	2,175.16
	07/22/11	COLEMAN, PATRICK	30.00
	07/22/11	DOUGLASS, TOM	1,320.90
	07/22/11	FULFORD, ZAHKIYA	181.25
	07/22/11	LONETTI, JAMES	408.00
	07/22/11	MALONEY, SHAUNA	217.50
	07/22/11	PRINS, KELLY	1,255.63
	07/22/11	REILLY, MICHAEL	1,915.75
	07/22/11	SCHULZE, KEVIN	420.00
	07/22/11	THOMPSON, BENJAMIN	377.75
	07/22/11	VANG, PETER	145.00
	07/22/11	XIONG, NAO	101.50
	07/22/11	ZIELINSKI, JESSICA	79.75
	07/22/11	AICHELE, CRAIG	2,234.32
	07/22/11	PRIEM, STEVEN	2,390.15
	07/22/11	WOEHRLE, MATTHEW	2,187.59
	07/22/11	BERGO, CHAD	2,651.63
	07/22/11	FOWLDS, MYCHAL	3,469.86
	07/22/11	FRANZEN, NICHOLAS	2,509.90
9984577	07/22/11	CARLE, JEANETTE	48.00
9984578	07/22/11	ANDERSON, BRIAN	288.00
9984579	07/22/11	EATON, PAUL	84.00
9984580	07/22/11	EICKELBERG, DALE	30.00
9984581	07/22/11	JANSEN, CHAD	72.00
9984582	07/22/11	MILLER, LADD	72.00
9984583	07/22/11	RANK, NATHAN	72.00
9984584	07/22/11	RANK, PAUL	84.00
9984585	07/22/11	WESSELS, TIMOTHY	84.00
9984586	07/22/11	WYSE, ROBERT	288.00
9984587	07/22/11	MALLET, AMANDA	584.38
9984588	07/22/11	MARTIN, ARIELLE	356.50
9984589	07/22/11	MUELLNER, CHADD	202.50
9984590	07/22/11	VUKICH, CANDACE	18.75
9984591	07/22/11	DIONNE, DANIELE	182.50
9984592	07/22/11	FLUEGEL, LARISSA	239.51
9984593	07/22/11	MCMAHON, MICHAEL	150.68
9984594	07/22/11	NORTHOUSE, KATHERINE	25.38
9984595	07/22/11	ROSTRON, ROBERT	486.95
9984596	07/22/11	SCHMIDT, EMILY	536.38
9984597	07/22/11	WEINHAGEN, SHELBY	315.68
9984598	07/22/11	PENN, CAYLA	207.00
9984599	07/22/11	STEFFEN, MICHAEL	65.25
			516,223.43

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
07/06/2011	07/07/2011	VERIZON WRLS MYACCT VN	\$250.00	MARK ALDRIDGE
07/08/2011	07/11/2011	CUB FOODS, INC.	\$49.33	MANDY ANZALDI
07/14/2011	07/15/2011	CUB FOODS, INC.	\$27.45	MANDY ANZALDI
07/09/2011	07/11/2011	TARGET 00022293	\$50.00	PAUL BARTZ
07/13/2011	07/14/2011	TWIN CITY HARDWARE HALE	\$306.58	JIM BEHAN
07/13/2011	07/15/2011	J.R. S ADVANCED RECYCLERS	\$100.00	JIM BEHAN
07/12/2011	07/14/2011	UNIFORMS UNLIMITED INC	\$6.96	MARKESE BENJAMIN
07/02/2011	07/04/2011	TARGET 00020461	\$6.96	OAKLEY BIESANZ
07/06/2011	07/07/2011	PETSMART INC 461	\$23.55	OAKLEY BIESANZ
07/13/2011	07/14/2011	DIAMOND VOGEL PAINT CENT	\$27.85	TROY BRINK
07/13/2011	07/14/2011	DIAMOND VOGEL PAINT CENT	\$139.26	TROY BRINK
06/30/2011	07/04/2011	MIKES LP GAS INC	\$34.92	BRENT BUCKLEY
07/13/2011	07/14/2011	PATIO TOWN	\$76.57	BRENT BUCKLEY
07/01/2011	07/04/2011	GE CAPITAL	\$43.92	SARAH BURLINGAME
07/06/2011	07/07/2011	MAPLEWOOD PARKS AND RECRE	\$55.71	SARAH BURLINGAME
07/06/2011	07/07/2011	MAPLEWOOD PARKS AND RECRE	\$74.99	SARAH BURLINGAME
07/08/2011	07/11/2011	OFFICE DEPOT #1090	\$54.25	SARAH BURLINGAME
07/11/2011	07/12/2011	RAINBOW FOODS 00088617	\$11.86	SARAH BURLINGAME
07/12/2011	07/14/2011	FOX LABS INTERNATIONAL	\$171.60	DAN BUSACK
07/02/2011	07/04/2011	WEDDINGPAGES INC	\$128.00	HEIDI CAREY
07/06/2011	07/07/2011	VZWRLSS*APOCC VISN	\$89.77	HEIDI CAREY
07/11/2011	07/12/2011	CAMPBELL GRAPHICS INC	\$26.79	HEIDI CAREY
07/12/2011	07/14/2011	TIGER OAKS PUBLICATION	\$650.00	HEIDI CAREY
07/01/2011	07/04/2011	MENARDS 3022	\$125.50	SCOTT CHRISTENSON
07/06/2011	07/07/2011	FEDEX 102342417373146	\$11.50	KERRY CROTTY
07/14/2011	07/15/2011	HEARTLAND SERVICES	\$280.70	KERRY CROTTY
07/06/2011	07/07/2011	MENARDS 3022	\$33.47	CHARLES DEAVER
07/08/2011	07/11/2011	MENARDS 3022	\$8.88	CHARLES DEAVER
07/12/2011	07/13/2011	G&K SERVICES 182	\$74.46	CHARLES DEAVER
07/11/2011	07/13/2011	UNIFORMS UNLIMITED INC	\$138.00	RICHARD DOBLAR
07/12/2011	07/14/2011	GOODYEAR AUTO SRV CT 6920	\$59.75	RICHARD DOBLAR
07/06/2011	07/07/2011	BROCK WHITE ST PAUL 180	\$679.85	JOHN DUCHARME
07/06/2011	07/07/2011	HENRIKSEN ACE HARDWARE	\$30.07	DAVE EDSON
07/12/2011	07/13/2011	NW LASERS AND INSTRUMENT	\$517.20	ANDREW ENGSTROM
07/13/2011	07/14/2011	TARGET 00011858	\$131.99	PAUL E EVERSON
07/13/2011	07/14/2011	MENARDS 3059	\$29.91	PAUL E EVERSON
07/05/2011	07/06/2011	TARGET 00011858	\$16.35	LARRY FARR
07/05/2011	07/06/2011	WM EZPAY	\$441.93	LARRY FARR
07/05/2011	07/06/2011	WM EZPAY	\$420.38	LARRY FARR
07/05/2011	07/06/2011	WM EZPAY	\$927.84	LARRY FARR
07/05/2011	07/07/2011	THE HOME DEPOT 2801	\$24.37	LARRY FARR
07/07/2011	07/08/2011	GOODWILL	\$16.06	LARRY FARR
07/09/2011	07/11/2011	CINTAS #470	\$79.64	LARRY FARR
07/09/2011	07/11/2011	THE HOME DEPOT 2810	\$67.70	LARRY FARR
07/12/2011	07/13/2011	BEST BUY MHT 0000109	\$100.64	LARRY FARR
07/12/2011	07/13/2011	G&K SERVICES 182	\$730.02	LARRY FARR
07/12/2011	07/13/2011	G&K SERVICES 182	\$1,169.15	LARRY FARR
07/12/2011	07/13/2011	AQUA LOGICS INC	\$928.90	LARRY FARR
07/12/2011	07/13/2011	AQUA LOGICS INC	\$134.30	LARRY FARR
07/13/2011	07/14/2011	CINTAS #470	\$38.50	LARRY FARR
07/13/2011	07/14/2011	CINTAS #470	\$40.21	LARRY FARR
07/13/2011	07/15/2011	THE HOME DEPOT 2810	\$6.60	LARRY FARR
06/30/2011	07/04/2011	WM EZPAY	\$489.40	DAVID FISHER
07/01/2011	07/04/2011	TOSHIBA BUSINESS SOLUTION	\$687.70	MYCHAL FOWLDS
07/01/2011	07/04/2011	TOSHIBA BUSINESS SOLUTION	\$476.00	MYCHAL FOWLDS
07/01/2011	07/04/2011	TOSHIBA BUSINESS SOLUTION	\$768.32	MYCHAL FOWLDS

07/12/2011	07/12/2011	PAY FLOW PRO	\$59.95	MYCHAL FOWLDS
07/02/2011	07/04/2011	HP DIRECT-PUBLICSECTOR	\$76.91	NICK FRANZEN
07/12/2011	07/13/2011	CDW GOVERNMENT	\$459.18	NICK FRANZEN
07/12/2011	07/13/2011	AMAZON MKTPLACE PMTS	\$163.47	NICK FRANZEN
07/14/2011	07/15/2011	HYDROCAD SOFTWARE	\$35.00	NICK FRANZEN
07/09/2011	07/11/2011	CUB FOODS, INC.	\$20.37	CLARENCE GERVAIS
07/13/2011	07/14/2011	NFPA NATL FIRE PROTECT	\$150.00	CLARENCE GERVAIS
07/01/2011	07/04/2011	FIRST SHRED	\$26.00	JEAN GLASS
07/01/2011	07/04/2011	LANDSCAPE ALTERNATIVES	\$303.28	JANET M GREW HAYMAN
07/14/2011	07/15/2011	VZWRLSS*APOCC VISN	\$101.46	KAREN E GUILFOILE
06/30/2011	07/04/2011	THE HOME DEPOT 2801	\$58.97	MARK HAAG
07/13/2011	07/14/2011	MAXI-SIGNAL PRODUCTS	\$53.86	MARK HAAG
07/13/2011	07/15/2011	THE HOME DEPOT 2801	\$14.73	MARK HAAG
07/14/2011	07/15/2011	HENRIKSEN ACE HARDWARE	\$11.77	MARK HAAG
07/14/2011	07/15/2011	BDI*BEARING DISTRIBUTR	\$51.10	MARK HAAG
07/11/2011	07/13/2011	THE HOME DEPOT 2801	\$5.53	MILES HAMRE
07/01/2011	07/04/2011	ARC*SERVICES/TRAINING	\$54.00	RON HORWATH
07/01/2011	07/04/2011	ARC*SERVICES/TRAINING	\$45.00	RON HORWATH
07/01/2011	07/04/2011	ARC*SERVICES/TRAINING	\$72.00	RON HORWATH
07/01/2011	07/04/2011	ARC*SERVICES/TRAINING	\$144.00	RON HORWATH
07/01/2011	07/04/2011	ARC*SERVICES/TRAINING	\$45.00	RON HORWATH
07/01/2011	07/04/2011	ARC*SERVICES/TRAINING	\$81.00	RON HORWATH
07/01/2011	07/04/2011	ARAMARK MINNEAPOLIS OCS	\$288.87	RON HORWATH
07/07/2011	07/11/2011	INSTANTWHIP FOODS, INC	\$248.99	RON HORWATH
07/13/2011	07/15/2011	THE HOME DEPOT 2801	\$15.98	RON HORWATH
06/30/2011	07/04/2011	INNOVATIVE SOLAR TECHN	\$854.64	ANN E HUTCHINSON
07/05/2011	07/06/2011	PAYPAL *RAHUSINSTIT	\$1,995.00	ANN E HUTCHINSON
07/12/2011	07/13/2011	SCIENCE KIT	\$299.17	ANN E HUTCHINSON
07/01/2011	07/04/2011	DALCO ENTERPRISES, INC	\$673.57	DAVID JAHN
07/01/2011	07/04/2011	MENARDS 3059	\$214.23	TOM KALKA
07/13/2011	07/14/2011	NRPA	\$360.00	DUWAYNE KONEWKO
07/05/2011	07/06/2011	NAT ASSO OF TOWN WATCH	\$467.55	NICHOLAS KREKELER
07/06/2011	07/07/2011	NAT ASSO OF TOWN WATCH	\$467.55	NICHOLAS KREKELER
07/12/2011	07/13/2011	BATTERIES PLUS #31	\$75.59	NICHOLAS KREKELER
07/12/2011	07/14/2011	OFFICE MAX	\$18.74	NICHOLAS KREKELER
07/06/2011	07/08/2011	UNIFORMS UNLIMITED INC	\$31.00	DAVID KVAM
07/06/2011	07/11/2011	UNIFORMS UNLIMITED	\$533.01	DAVID KVAM
07/08/2011	07/11/2011	CLASSIC COLLISION CTR	\$952.96	DAVID KVAM
07/11/2011	07/12/2011	THE GRAFIX SHOPPE	\$90.84	DAVID KVAM
07/14/2011	07/14/2011	COMCAST CABLE COMM	\$34.00	DAVID KVAM
07/12/2011	07/14/2011	STREICHER'S MO	\$41.76	SCOTT LANGNER
06/30/2011	07/04/2011	WW GRAINGER	\$115.91	STEVE LUKIN
07/01/2011	07/04/2011	CENTURY COLLEGE-BO	\$2,175.00	STEVE LUKIN
07/05/2011	07/06/2011	WM EZPAY	\$191.64	STEVE LUKIN
07/07/2011	07/11/2011	SHAMROCKS IRISH NOOK	\$35.63	STEVE LUKIN
07/08/2011	07/11/2011	HEJNY RENTAL INC	\$104.50	STEVE LUKIN
07/08/2011	07/11/2011	MENARDS 3059	\$16.80	STEVE LUKIN
07/11/2011	07/12/2011	FEDEX OFFICE #0617	\$31.80	STEVE LUKIN
07/13/2011	07/14/2011	RAINBOW FOODS 00088617	\$25.68	STEVE LUKIN
07/14/2011	07/15/2011	CERTIFIT AUTO PARTS-MN	\$57.60	STEVE LUKIN
07/07/2011	07/11/2011	VICTORY PARKING INC	\$3.00	MIKE MARTIN
07/07/2011	07/11/2011	VICTORY PARKING INC	\$9.00	MIKE MARTIN
07/01/2011	07/04/2011	SEARS ROEBUCK 1122	\$96.40	MARK MARUSKA
07/01/2011	07/04/2011	HENRIKSEN ACE HARDWARE	\$58.90	MARK MARUSKA
07/11/2011	07/13/2011	WM EZPAY	\$851.68	MARK MARUSKA
07/12/2011	07/13/2011	G&K SERVICES 182	\$511.04	MARK MARUSKA
07/12/2011	07/14/2011	ON SITE SANITATION INC	\$909.02	MARK MARUSKA

07/13/2011	07/14/2011	PATIO TOWN	\$28.61	BRENT MEISSNER
07/01/2011	07/04/2011	THE SALVATION ARMY 11	\$33.36	ALESIA METRY
06/30/2011	07/04/2011	OFFICE MAX	\$21.41	MICHAEL MONDOR
07/06/2011	07/07/2011	CENTURY COLLEGE-CE	\$158.00	MICHAEL MONDOR
07/06/2011	07/07/2011	BOUND TREE MEDICAL LLC	\$235.42	MICHAEL MONDOR
07/07/2011	07/11/2011	PAYPAL *GLOBALRISKI	\$770.00	MICHAEL MONDOR
07/13/2011	07/14/2011	BOUND TREE MEDICAL LLC	\$955.37	MICHAEL MONDOR
07/13/2011	07/15/2011	CHANNING BETE COMPAN	\$444.72	MICHAEL MONDOR
07/14/2011	07/15/2011	BOUND TREE MEDICAL LLC	\$15.60	MICHAEL MONDOR
07/14/2011	07/15/2011	BOUND TREE MEDICAL LLC	\$11.30	MICHAEL MONDOR
07/14/2011	07/15/2011	BOUND TREE MEDICAL LLC	\$23.40	MICHAEL MONDOR
07/05/2011	07/07/2011	OFFICE DEPOT #1105	\$16.28	AMY NIVEN
07/05/2011	07/07/2011	OFFICE DEPOT #1090	\$246.25	AMY NIVEN
07/12/2011	07/12/2011	WWW.NEWEGG.COM	\$171.50	MICHAEL NYE
07/12/2011	07/12/2011	WWW.NEWEGG.COM	\$169.99	MICHAEL NYE
07/12/2011	07/12/2011	WWW.NEWEGG.COM	\$34.11	MICHAEL NYE
07/12/2011	07/14/2011	MILLS FLEET FARM #2,700	\$47.01	MICHAEL NYE
07/13/2011	07/14/2011	WWW.NEWEGG.COM	\$204.04	MICHAEL NYE
07/14/2011	07/14/2011	EHS INC	\$75.00	MICHAEL NYE
07/06/2011	07/08/2011	OAKDALE RENTAL CENTER	\$207.82	ERICK OSWALD
07/14/2011	07/15/2011	UNITED RENTALS	\$45.40	ERICK OSWALD
07/14/2011	07/15/2011	HIGHWAY TECHNOLOGIES #229	\$354.82	ERICK OSWALD
07/07/2011	07/08/2011	USPS 26834500133401316	\$17.60	MARY KAY PALANK
07/08/2011	07/11/2011	OFFICE DEPOT #1090	\$62.55	MARY KAY PALANK
07/11/2011	07/13/2011	OFFICE DEPOT #1090	\$85.88	MARY KAY PALANK
07/14/2011	07/15/2011	TARGET 00011858	\$42.09	MARY KAY PALANK
07/01/2011	07/04/2011	BANNERS.COM	\$75.03	CHRISTINE PENN
07/06/2011	07/07/2011	PARADEFLOATSTUFF	\$88.35	CHRISTINE PENN
07/12/2011	07/13/2011	PARTY CITY #768	\$85.64	CHRISTINE PENN
07/12/2011	07/14/2011	SUBWAY 00052159	\$95.32	CHRISTINE PENN
07/01/2011	07/04/2011	HENRIKSEN ACE HARDWARE	\$25.15	PHILIP F POWELL
07/05/2011	07/06/2011	PAYPAL *NATIONALCAM	\$154.36	PHILIP F POWELL
07/07/2011	07/08/2011	ATAFA.COM/OPENTIP.COM	\$22.47	PHILIP F POWELL
07/07/2011	07/13/2011	SIRCHIE FINGER PRINT LABO	\$153.59	PHILIP F POWELL
07/08/2011	07/11/2011	FITZCO INC	\$139.93	PHILIP F POWELL
07/11/2011	07/13/2011	HP HOME STORE	\$219.57	PHILIP F POWELL
07/11/2011	07/12/2011	CINTAS FIRST AID #431	\$102.65	WILLIAM J PRIEFER
07/11/2011	07/12/2011	CINTAS FIRST AID #431	\$51.56	WILLIAM J PRIEFER
06/30/2011	07/04/2011	TOUSLEY FORD I27228006	\$175.58	STEVEN PRIEM
06/30/2011	07/04/2011	GOODYEAR AUTO SRV CT 6920	\$47.00	STEVEN PRIEM
07/01/2011	07/04/2011	GOODYEAR AUTO SRV CT 6920	\$73.75	STEVEN PRIEM
07/06/2011	07/07/2011	TRI-STATE BOBCAT INC.	\$253.94	STEVEN PRIEM
07/06/2011	07/08/2011	CIRUS CONTROLS	\$417.32	STEVEN PRIEM
07/07/2011	07/08/2011	AUTO PLUS NO ST PAUL	\$23.13	STEVEN PRIEM
07/07/2011	07/08/2011	BOYER TRUCK PARTS	\$41.57	STEVEN PRIEM
07/07/2011	07/08/2011	PERFORMANCE TRANSMI	\$109.94	STEVEN PRIEM
07/08/2011	07/11/2011	BOYER TRUCK PARTS	\$14.04	STEVEN PRIEM
07/08/2011	07/11/2011	CATCO PARTS&SERVICE	\$64.17	STEVEN PRIEM
07/08/2011	07/11/2011	BDI*BEARING DISTRIBUTR	\$24.87	STEVEN PRIEM
07/08/2011	07/11/2011	BDI*BEARING DISTRIBUTR	\$29.85	STEVEN PRIEM
07/08/2011	07/11/2011	POLAR CHEVROLET MAZDA PAR	\$21.16	STEVEN PRIEM
07/11/2011	07/12/2011	AUTO PLUS NO ST PAUL	\$64.04	STEVEN PRIEM
07/11/2011	07/13/2011	WHITE BEAR MITSUBISHI SUZ	\$73.02	STEVEN PRIEM
07/11/2011	07/13/2011	TOUSLEY FORD I27228006	\$106.40	STEVEN PRIEM
07/12/2011	07/13/2011	AUTO PLUS NO ST PAUL	\$40.72	STEVEN PRIEM
07/12/2011	07/14/2011	TRI-STATE BOBCAT INC.	\$220.14	STEVEN PRIEM
07/13/2011	07/14/2011	AUTO PLUS NO ST PAUL	\$49.19	STEVEN PRIEM

07/13/2011	07/15/2011	KATH FUEL OFFICE	\$197.51	STEVEN PRIEM
07/14/2011	07/15/2011	FACTORY MTR PTS #1	\$135.36	STEVEN PRIEM
07/14/2011	07/15/2011	FACTORY MTR PTS #1	\$330.69	STEVEN PRIEM
07/14/2011	07/15/2011	BAUER BUILT TIRE 18	\$1,339.33	STEVEN PRIEM
07/07/2011	07/08/2011	NOVACARE REHB/HEALT	\$700.00	TERRIE RAMEAUX
07/08/2011	07/11/2011	MINNESOTA OCCUPATIONAL HE	\$3,254.00	TERRIE RAMEAUX
07/06/2011	07/07/2011	DALCO ENTERPRISES, INC	\$572.55	MICHAEL REILLY
07/05/2011	07/06/2011	CUB FOODS, INC.	\$21.75	AUDRA ROBBINS
07/07/2011	07/11/2011	SPORTS AUTHORI00007013	(\$54.91)	AUDRA ROBBINS
07/07/2011	07/11/2011	MICHAELS #3701	\$85.29	AUDRA ROBBINS
07/08/2011	07/11/2011	TARGET 00011858	\$83.77	AUDRA ROBBINS
07/08/2011	07/11/2011	MN TWOLVES LYNX	\$380.00	AUDRA ROBBINS
07/11/2011	07/12/2011	ONE SOURCE FITNESS LLC	\$748.13	AUDRA ROBBINS
07/12/2011	07/14/2011	TOYS R US #6046	\$173.81	AUDRA ROBBINS
07/14/2011	07/15/2011	MN TWOLVES LYNX	\$300.00	AUDRA ROBBINS
07/13/2011	07/15/2011	GRUBERS POWER EQUIPMENT	\$7.46	ROBERT RUNNING
07/01/2011	07/04/2011	T-MOBILE.COM*PAYMENT	\$38.57	DEB SCHMIDT
07/01/2011	07/04/2011	THE HOME DEPOT 2801	\$16.58	SCOTT SCHULTZ
07/06/2011	07/08/2011	OFFICE DEPOT #1090	\$99.18	ANDREA SINDT
07/12/2011	07/14/2011	ALLINA HEALTH SYSTEM	\$50.00	JOANNE M SVENDSEN
07/06/2011	07/08/2011	STRAUSS SKATE AND BICY	\$4,563.50	JAMES TAYLOR
07/12/2011	07/14/2011	GATEWAY CYCLE	\$39.40	JOE TRAN
07/05/2011	07/07/2011	UNIFORMS UNLIMITED INC	\$89.98	JAY WENZEL
07/11/2011	07/13/2011	UNIFORMS UNLIMITED INC	\$215.54	JAY WENZEL
07/01/2011	07/04/2011	DALCO ENTERPRISES, INC	\$439.69	SUSAN ZWIEG
07/08/2011	07/11/2011	PIONEER PRESS SUBSCRIPTI	\$40.95	SUSAN ZWIEG
07/14/2011	07/15/2011	USPS POSTAL ST66100207	\$89.00	SUSAN ZWIEG

\$48,479.35

MEMORANDUM

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: August 3, 2011
RE: Approval of Agreement for Use of Harvest Park for the Susan G. Komen 3-Day Race for the Cure Event

Introduction

Nancy G. Brinker promised her dying sister, Susan G. Komen, she would do everything in her power to end breast cancer forever. In 1982, that promise became the Susan G. Komen for the Cure and launched the global breast cancer movement. Today, Susan G. Komen for the Cure is the world's largest grassroots network of breast cancer survivors and activists fighting to save lives, empower people, ensure quality care for all and energize science to find the cures.

Background

For the last four years, the Susan G. Komen for the Cure coordinators have worked with the City for the use of Harvest Park as their home base for over 3,000 participants for the Susan G. Komen Race for the Cure® held in the Metro area. It has been a successful partnership and the event organizers have requested the use of Harvest Park again this year.

The Susan G. Komen Race for the Cure® event is scheduled for August 19-21. Staff has had correspondence with the coordinators for the event to ensure that health and safety, public safety and other concerns are met. Staff has experienced a very professional and responsible working relationship the last four years with the event coordinators and look forward to working with them again.

Attached you will find a copy of the proposed agreement that requires council approval.

Recommendation

It is recommended that the City Council approve the Susan G. Komen Race for the Cure® event agreement.

Attachment 1: Use Agreement

USE AGREEMENT
City of Maplewood
Citizen Services Department

The Use Agreement (hereafter "Agreement") is made and entered in to this _____ day of _____, 2011, by and between the City of Maplewood, a Minnesota municipal corporation (hereafter the "City"), and The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure® (hereafter "Komen"), as producer of the 2011 Susan G. Komen Twin Cities 3-Day for the Cure event benefiting Komen, a non-profit organization.

WHEREAS, Komen has requested to use the Harvest Park property for a scheduled non-profit event benefiting Susan G. Komen For The Cure® a non-profit organization; and

WHEREAS, the City believes that the non-profit event planned by Komen would benefit the citizens of the City of Maplewood and the surrounding areas and desires to allow use of the Harvest Park property for the requested uses;

NOW THEREFORE, in consideration of the mutual promises, covenants, and benefits contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and Komen agree as follows:

1. **Komen** shall have the right to use the Harvest Park property in connection with a non-profit cancer awareness program and matters related to the Susan G. Komen Twin Cities 3-Day for the Cure. Komen shall have the right to use the property to construct an overnight campground. NO campfires will be allowed, and all camp design and construction plans, including areas in which vehicular access to the property will be allowed, shall be subject to the specific approval of the City, which approval shall not be unreasonably withheld.
2. **Komen** will be permitted to use the Harvest Park property on the following days:
 - a. August 17 and 18, 2011, for set up
 - b. August 19-21, 2011, for event day
 - c. August 22, 2011 for clean up
3. **Komen** accepts full responsibility and liability for any and all damages resulting to the park property as a result of its use for the Susan G. Komen Twin Cities 3-Day for the Cure, reasonable wear and tear excluded. Komen agrees to restore the property to its previous condition, which is reasonably acceptable to the City of Maplewood. The Director of Citizen Services and Maplewood Staff will meet on Monday, August 22, 2011 with Slade Thompson, Event Production Manager, Event 360, Inc., to evaluate the condition of the property and to determine what work, if any, will be necessary to restore the property to its previous condition. A security deposit of \$5000.00, made payable to the "City of Maplewood" must be received by July 30, 2011. The deposit will be refundable after inspection of the property and completion of all items of reasonable concern are addressed.
4. **Komen** shall maintain general liability insurance in an amount of at least amounts not less than those set forth on the attached Certificate of Insurance at all times during the Terms of this Agreement to protect the City from any and all liability to persons or property which may result from use of the Harvest Park property. Komen shall provide the City to be named as "additional insured" on its binder.
5. The **City** shall be responsible for having the property mowed and clear of litter and trash and in good and useable condition prior to August 18, 2011.
6. **Komen** will coordinate security and traffic issues with the City of Maplewood Police Department. The event area will be secured and closed to the public no later than 9:00 p.m. on the days that the property is being used by Komen for the Susan G. Komen Twin Cities 3-Day for the Cure.
7. **Komen** shall notify the City by August 1, 2011, of the emergency contingency plan for the scheduled event in case of inclement weather.

8. Komen shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees from any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and reasonable attorney's fees resulting from any claim arising as a result of Komen's use of the Harvest Park property under this Agreement. Nothing herein contained shall be deemed to in any way constitute a waiver by the City of any privileges and immunities it may have under the laws of the State of Minnesota or the Constitution of the State of Minnesota.

Likewise, the City of Maplewood agrees to indemnify and hold Komen harmless from and against any and all costs, losses or expenses, including reasonable attorney's fees, that Komen may incur by reason of (a) the City of Maplewood's negligence or intentional misconduct or (b) any third-party claim(s) or law suit(s) arising out of, or in connection with the City of Maplewood's performance or failure to perform pursuant to this agreement.

9. This Agreement shall become effective on the date signed by the last party hereto, and shall be governed by the laws of the State of Minnesota. Agreed to by the undersigned as evidenced by the signature set forth below.

10. Dispute Resolution. In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party.

11. As to notice or communication regarding this agreement:

Event360, Inc.
Susan G. Komen 3-Day for the Cure™
Slade Thompson
Event Production Manager
Phone: 661.212.6518
Fax: 888.453.1731
sthompson@event360.com

City of Maplewood
Citizen Services Department
Karen Guilfoile, City Clerk
Director Citizen Services
Phone: 651.249.2002
Fax: 651.249.2009
karen.guilfoile@ci.maplewood.mn.us

12. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

City of Maplewood

By: _____
Mayor, Will Rossbach

By: _____
City Manager, James Antonen

Date: _____

Date: _____

Attest: _____
City Clerk, Karen Guilfoile

**The Susan G. Komen Breast Cancer Foundation, Inc.
d/b/a Susan G. Komen for the Cure**

By: _____

Title: _____

Date: _____

AGENDA REPORT

To: City Manager James Antonen
From: Chief of Police David J. Thomalla
Subject: Approval to Accept Donation to Police Reserves
Date: July 26, 2011

Introduction

The Maplewood Police Reserves have received a donation from the Ramsey County Agricultural Society, and City Council approval is required before this donation can be accepted.

Background

As they have for the past several years, the Maplewood Police Reserves again provided support to the Ramsey County Fair by assisting with traffic control, the White Bear Avenue Parade, and patrolling the fairgrounds for the duration of the fair.

The Ramsey County Agricultural Society, to show their appreciation for the many hours of service provided by the Reserves, has donated \$425 to be used for the benefit of the Reserves.

City Council approval is required before this donation can be accepted.

Recommendation

It is recommended that approval be given to accept this donation and that the necessary budget adjustments be made so the funds can be expended as designated.

Action Required

Submit to the City Council for review and approval.

DJT:js

RESOLUTION AUTHORIZING GIFT TO CITY

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

WHEREAS, the Ramsey County Agricultural Society wishes to grant the City of Maplewood the following: \$425, and;

WHEREAS, the Ramsey County Agricultural Society has instructed that the City will be required to use the aforementioned for: the benefit of the Maplewood Police Reserves, 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 _____, 20_____.

Signed:

Signed:

Witnessed:

(Signature)

(Signature)

(Signature)

Mayor
(Title)

Chief of Police
(Title)

City Clerk
(Title)

(Date)

(Date)

(Date)

AGENDA REPORT

To: City Manager James Antonen
From: Chief of Police David J. Thomalla
Subject: Approval of Contract With Check Diversion Program, LLC
Date: July 27, 2011

Introduction

City Council approval is required to enter into a contract with Check Diversion Program, LLC.

Background

For the past several years, the Maplewood Police Department has had a contract with Financial Crimes Services, LLC. This company handles the processing of worthless check cases received by the Police Department at no cost to our department or the victim and provides an alternative to criminal prosecution of individuals who have issued worthless checks. In addition to helping arrange for full restitution to the victim (whether it's an individual or a business), it provides financial training for the offender.

Due to decreasing referrals, increased compliance requirements and financial costs, Financial Crimes Services, LLC, has decided to discontinue providing this service after August 31, 2011. A copy of their Notice of Termination of Contract is attached.

Check Diversion Program, LLC, has agreed to take over these services as of September 1, 2011. A copy of their proposed procedures and their contract is attached. This contract would be in force for three years and would be automatically renewed for one-year terms, but it may be terminated without cause by either party with 30 days written notice.

The City Attorney has reviewed and approved this contract.

City Council approval is required to enter into this new contract with Check Diversion Program, LLC.

Budget Impact

There is no cost to the City of Maplewood to enter into this contract.

Recommendation

It is recommended that City Council approval be given to enter into this contract with Check Diversion Program, LLC.

Action Required

Submit to the City Council for review and approval.

DJT:js

Attachments

July 14, 2011

To: City of Maplewood

Re: NOTICE OF TERMINATION OF CONTRACT
Check Diversion Program Only

This letter is for your review and comment regarding the Minnesota check diversion program that FCS provides your office under contract. The service is at no cost to your office or victim. Due to decreasing referrals, increased compliance requirements and financial cost, FCS is not processing worthless checks after August 31, 2011. Decreased check writing and difficulty with collections made this decision necessary.

Within the last 18 months we have seen a 60% reduction in checks coming into the program and a 70% reduction in payments which has developed from the restructure of the letters with the cooperation of the Attorney General's Office.

FCS has worked hard to give you a no cost alternative provider. You will be contacted by Check Diversion Program, LLC (CDP), that is ready, willing, and able to meet your needs for your check diversion program.

Please accept this letter as notice of changes (page 2) that we will need to implement prior to September 1, 2011 to keep the Check Diversion Program running smoothly in your jurisdiction until that date. I will call you to answer any questions. We will be happy to assist you with the transition to CDP.

Respectfully,
Scott Adkisson
CEO/President
Financial Crimes Services, LLC

Attachment: CDP Contract
Check Diversion Laws

CHECK DIVERSION PROGRAM, LLC

Proposed changes:

Step One:

Ensure all checks are reviewed by "a prosecutor's office" or "police officer".

- a. Electronic check information will be emailed twice a week for review. All letters will be sent out after permission is given by designated agent.
- b. All small merchant checks will be mailed directly to the Check Diversion Program and an electronic format will be forwarded to designee for approval.

Step Two:

A series of two letters (attached) will be mailed to the offender by CDP Services and one courtesy phone call will be made to offer the Financial Management Program.

- a. All processing will be done by CDP Services or third party vendor.
- b. All calls will still be managed by CDP Services or third party vendor.

Step Three:

Offenders who fail to respond to any of our offers (letters or phone) within 90 days will be referred back to your office. These referrals will be sent to you in an individual letter preapproved by you. At your discretion you may send the letter out to the offender.

- a. The final letter of demand will be mailed to the department designee to be mailed out.

Moving Check Diversion Forward:

Step One:

A. Develop and reissue new contracts with each jurisdiction for Check Diversion Program, LLC dba CDP Services. NEW CONTRACT ATTACHED

- Checks will be processed under FCS until August 31, 2011 under old contract.
- Checks will not be processed under FCS after August 31, 2011
- Checks received after August 31, 2011 from jurisdictions without a contract will be returned to the victim
- New contract checks will be processed beginning with new contract date

Step Two:

Implement new program guidelines after new contract is in place per proposed changes.

Step Three:

Mail new "Preliminary Worthless Check Report and addendum" to each merchant in jurisdiction

By restructuring the Check Diversion Program we could increase restitution for victims and increase attendance for the financial management classes.

**CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT**

1. Contractual Agreement:

This Agreement is made and entered into this 15th day of August 2011, by and between the City of Maplewood ("Jurisdiction" hereafter), State of Minnesota, and Check Diversion Program, LLC ("CDP Services" hereafter) of 415 Main Street, Red Wing, Minnesota, 55066.

2. Purpose:

The purpose of this Agreement shall be to implement a Worthless Check Diversion Program (Minnesota State Statute 628.69 attachment A) for the Jurisdiction.

This program provides an alternative to criminal prosecution of individuals who issue worthless check(s) to citizens, merchants and businesses. The program will assist the Jurisdiction and its law enforcement agency in processing worthless checks. CDP Services will also assist in the criminal investigation and prosecution of individuals issuing worthless checks. This program will provide that the victim is paid full restitution from the offender who has issued the worthless check along with financial training for the offender (offender defined in section 4, B). Individuals who have written a worthless check(s) may voluntarily participate or who have been court ordered to enroll in this Worthless Check Diversion Program. By enrolling into the Worthless Check Diversion Program offenders will be diverted (Minnesota State Statute 628.69) from criminal or civil prosecution, provided they make full restitution, pay all service fees (see section 4, D) and complete required training class. CDP Services will assist the Jurisdiction Attorney's office or designee and victims of worthless checks in working with individuals writing these worthless checks to obtain full restitution for victim(s) that are defined as non-sufficient funds (NSF) checks or account closed (AC) checks.

3. Contract Terms:

This Agreement shall be in force for a period of three (3) years, from the beginning date of Agreement signed by the Jurisdiction and shall be automatically renewed for one year terms.

**CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT**

4. Definitions:

A. Victim – the business or person who accepted a worthless check for goods or services and suffered the financial loss.

B. Offender – the individual or participant who passed the worthless check(s) and has enrolled in the Worthless Check Diversion Program voluntarily or has been ordered by the Court to complete the Worthless Check or other diversion programs.

C. Restitution Recovery – Dollar recovery of face value (or written amount) of a dishonored check(s), property damage, as well as administrative fees, civil penalties, bank fees as appropriate and law enforcement costs.

D. Worthless Check Diversion Fees Defined

1) Financial Training Class Fee, 4-6 Hours	\$140.00
2) NSF Merchant Service Fee (Gifted to CDP Services, as Provided in Section 8, A)	\$ 30.00
3) Individual Requests a Payment Plan Beyond 30 Days (One-time Account Set-up Fee)	\$ 25.00
4) Late Payment Fees (Discretion Used and Not Accumulative Over \$75.00)	\$ 25.00
5) Interne/Electronic NSF Return Processing Fee (Returned Restitution Payment as NSF)	\$ 32.50
6) Creating a monthly payment book or pre-authorized debit payment book (Optional)	\$ 15.00
7) Credit Card Payment Processing Fee ((Optional)	\$ 7.50
8) Electronic Check Processing Fee (Optional)	\$ 7.50
9) Rescheduling of Training Class Fee (Number Times Permitted is Three Times)	\$ 20.00
10) Home Study CD or online training	\$ 20.00
11) Mailing fees incurred by CDP services	(US Postal Rates)

5. Jurisdiction Requirement:

The Jurisdiction's Attorneys Office (including designated personnel) retains the sole discretion and authority (as defined in the "Financial Services Regulatory Relief Act of 2006 attachment A) to decide which worthless check(s) submissions shall be placed in the Worthless Check Diversion Program and which shall be retained for criminal investigation and/or prosecution.

6. CDP Requirement:

CDP Services agrees to provide the following professional services to the Jurisdiction in a timely and efficient manner:

A. Perform daily operations and management of all clerical and accounting functions related to processing worthless check writers (NSF checks and account closed checks) submitted by the Jurisdiction's Worthless Check Diversion Program.

B. Generate letters to worthless check writers and follow through with respect to processing payments for restitution. Disbursement recovered restitution funds for the

CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT

victim's. Restitution also includes payment of all administrative fees, and the payment of CDP Services education training class fees. (See Section 4, D)

All offender payments shall be deposited into a designated bank trust account on behalf of the Jurisdiction Victims. This account and all its funds are to be disbursed as defined in section 4 item "C" of this agreement.

C. Provide necessary correspondence and follow-up, if needed, by telephone and responding to inquiries of victims and offenders.

D. Properly maintain all physical files, financial records, documentation, reports, computer files, etc. for a period of no more than six (6) years.

E. Provide voluntary in person, online, or home study check offender financial management education classes with meaningful information and lessons for offenders regarding criminal consequences of property crimes, as well as focus on personal management of checking accounts and basic budgeting

F. Schedule offender training classes and/or provide home study course.

G. Maintain records of offenders making restitution, payment of fees, attendance records of offenders completing as well as failing to attend the training session.

H. Maintain records of payment to the victims.

I. Provide reports to the Jurisdiction; annual offender report, completed offender classes, and related reports as required by the Jurisdiction and law enforcement.

J. Worthless check writers who fail to respond to the Worthless Check Program or refuse to voluntarily enroll into the program or to complete the training program as voluntarily agreed upon or by court ordered and/or who fails to make full restitution are considered to be non-compliant individuals. These individual listings will also be made available to the Jurisdiction and its designees for follow-up and for further review and appropriate action.

K. CDP Services on behalf of the Jurisdiction will provide reports as required by MN Statue 628.69 Subd 7.

L. CDP to provide letters for Jurisdiction approval and sign off (Attachment B.)

7. Victim recovery:

A. Face value of the worthless check(s) submitted and related victim expenses (bank fees and any mailing cost) identified at the time the worthless check is submitted to CDP Services and when recovery of restitution is made from the individual responsible for the worthless check.

**CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT**

8. Check Diversion Program governed by (attachment A):

- A. Minnesota Statutes, section 604.113.
- B. Minnesota Statute 609.535
- C. Minnesota Statute 628.69
- D. Financial Services Regulatory Relief Act of 2006

9. Jurisdiction has no financial liability:

It is understood and agreed by and between the parties that CDP Services will bear all financial liability for all aspects of its operations under this Agreement.

10. Termination of this agreement:

A. This Agreement may be terminated at any time, without cause, by either party upon 30 days written notice to the authorized agent of the Jurisdiction or CDP Services.

B. This Agreement may be immediately terminated by the Jurisdiction at any time if the Jurisdiction determines that CDP Services, (see section 18 of this Agreement) is acting, or has acted at any time during the term of this Agreement, in direct and clear violation of state or federal law.

11. Amendments or Material Modification:

All amendments or modifications to this Agreement must be in writing and approved by both parties. Email may be an acceptable means of communication.

(fill in mailing address)

Check Diversion Program, LLC
415 Main Street
Red Wing, MN 55066
Att: Scott Adkisson

12. Jurisdiction Has No Obligation to Victims:

CDP Services and victims who participate in this program fully understand that the Worthless Check Diversion Program is providing a public service and the Jurisdiction is held harmless and has no liability to make recovery of any check(s) or obligated to take criminal action against offender(s).

CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT

13. Criminal Action:

The Jurisdiction's Attorney's office may choose to prosecute offender(s) at its sole discretion. In the case where the offender fails to participate or complete Agreements with CDP Services and victim(s) the Jurisdiction shall determine appropriate action to take with the worthless check writer, including criminal prosecution or other action determined by the Jurisdiction's Attorney's.

14. Hold Harmless and Indemnification:

CDP Services and its subcontractors shall save and protect, hold harmless, indemnify and defend the Jurisdiction and its Attorney's Office including their officers and employees against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses arising from or allegedly arising from, or resulting directly or indirectly from any professional errors and omissions and/or negligent or willful acts or omissions of CDP Services and its employees and agents, in the performance of this Agreement.

15. CDP SERVICES as Independent Contractor:

A. 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. CDP Services shall at all times remain as independent contractor with respect to the services to be provided under this Agreement.

B. The Jurisdiction shall be exempt from payment of all unemployment insurance, FICA, retirement, life and medical insurance and workers' compensation insurance for any and all of CDP Services employees and agents. Payment of insurance premiums, tax withholding, and all other benefits are strictly CDP Services responsibility.

16. Subcontractor:

CDP Services shall retain the right to subcontract any portion of the work to be performed under this Agreement. CDP Services may specifically assign processing of checks or payment processing operations (credit, check, debit electronic check, remote deposit, wire transfers, check representment processors, invoicing or billing processors) to increase efficiencies. In addition CDP Services may assigned this complete Agreement to a new company, provided the Jurisdiction Attorney agrees to the assignment. CDP Services shall be the sole responsible party for any and all expenses relating to an assignment of this Agreement

**CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT**

17. Data Practice:

CDP Services agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentially.

CDP Services will immediately report to the department head signing this agreement any request from third parties for information relating to this agreement. The Jurisdiction agrees to promptly respond to inquiries from CDP Services concerning data request. CDP Services agrees to hold the Jurisdiction, its officers, department head and employees harmless from any claims resulting from the CDP Services unlawful disclosure or use of data protected under state and federal laws.

18. Compliance with the Law:

CDP Services agrees to abide by the requirements and regulations of The American with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363). Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disabilities, religion, and with sexual harassment, the Jurisdiction agrees to promptly supply all necessary clarifications. Violation of any of the above can lead to the termination of this Agreement.

19. Entire Agreement:

This entire Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the Agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party which is not embodied herein, and that no other Agreements, statements, or promises not contained within this Agreement shall be valid or binding. All provision contained within this Agreement shall be valid or binding. The laws of Minnesota and the United States of America shall govern all provisions within this Agreement.

20. Audits and Inspections:

The Jurisdiction's Attorney's office or designated representative or other governmental agency exercising regulatory function over the business activities, while exercising reasonable, non-disruptive procedures, may inspect CDP Services records at anytime.

21. Insurance:

CDP Services and/or its subcontractors agree to provide and maintain, at its own cost and at all times during its performance under this contract until completion of the work, such liability insurance coverage as is set forth below, and to otherwise comply with the provision that follow:

CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT

- A. Workers Compensation: Workers Compensation insurance in compliance with all applicable statutes.
- B. Auto Insurance (Owned and un-owned auto)
- C. General Liability: "Commercial General Liability Insurance" (Insurance Service Office policy form title), or equivalent policy form, providing coverage on an "occurrence", rather than on a claims made basis, the policy for which shall include, but not limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), Independent Contractors, and Products-Completed Operations Liability. Coverage for explosions, collapse and underground Hazards shall not be included.

Such a policy shall name the Jurisdiction as additional insured hereunder, and shall apply on a primary basis with respect to any similar insurance maintained by the Jurisdiction, which other insurance of the Jurisdiction, if any, shall apply excess of CDP Services insurance and not contributed therewith. CDP Services

Such Commercial General Liability insurance policy shall provide a combined single limit in the amount of at least \$2,000,000 (two million) Each Occurrence, applying to liability for bodily injury and property damage, and a combined single limit of at least the same amount applying to liability for Personal injury and Advertising injury. Such minimum limits may be satisfied by the limit afforded under Firm's Commercial General Liability Insurance Policy, or by such Policy in combination with limits afforded by a Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Policy is at least in all material respects as broad as that afforded by the underlying Commercial Liability Policy, and further that the Jurisdiction is included as an additional Insured thereunder.

Such Commercial General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregated limits are not at any time during which such coverage is required to be maintained hereunder reduced to less than the required Each Occurrence limited stated above, and further, that the Umbrella or Excess Liability provides from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the firm total deductibles or retention for Each Occurrence to exceed \$10,000.

- D. Professional Liability: Professional or ("Errors & Omissions") Liability Insurance in the amount of at least \$1,000,000 Each Occurrence (or "Wrongful Act" or equivalent) and if applicable, Aggregate, covering CDP Services Liability for

**CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT**

negligent acts, errors, or omissions in the performance of professional services in connection with this Agreement. CDP Services Professional Liability Insurance may afford coverage on an occurrence basis or on a claims basis. It is however, acknowledged and agreed by the CDP Services that under claims-made coverage changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for the Jurisdiction hereunder. CDP Services therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for the Jurisdiction could result: and further, that it will exercise its right under any Extended Reporting Period" ("tail coverage") or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection.

22. CDP Services further agrees that it will, throughout the entire period of three (3) years:

1. Advise the Jurisdiction on any intended or pending change in Professional Liability insurance or in policy forms, and provide the Jurisdiction with all pertinent information that the Jurisdiction may reasonably request to determine compliance with this paragraph.

2. Advise the Jurisdiction of any claims or threat of claims that might reasonably be expected to reduce the amount of such insurance remains available for the protection of the Jurisdiction.

THEREFORE: IN WITNESS OF, the parties have executed the Agreement as of the data first written above

Check Diversion Program, LLC, (CDP Services)

City of Maplewood

By _____
(Scott Adkisson , President)

By _____
(City Attorney)

Attachment A Laws

Attachment B Template Series Letters (3)

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Ron Horwath, Aquatic Program Manager
DuWayne Konewko, Parks and Recreation Director
**SUBJECT: Consider Approval of Award of Contract for MCC Aquatic
Center Murals**
DATE: 7/29/11

INTRODUCTION

At the May 8th 2011 meeting, Council approved monies for wall murals in the MCC Aquatic Center to be painted during the extended shut-down in September and October of this year.

Staff published a request for proposals for the MCC Aquatic Center Murals and a single contractor submitted a bid. Tivolitoo Inc. submitted a bid of \$68,000 to \$75,000 (with a range of options to get to the higher number). Tivolitoo is a highly qualified and recommended local company that is known nationally and internationally for themed work, including work for Disney and Nickelodeon Universe at the Mall of America. The difference within the bid is the addition of some components that will add detail. The lowest cost portion of the bid is simply for the wall murals. The highest cost portion of the bid is for the murals plus air bubble art on the 11 columns, three 8-foot hanging sea animals, and the creation of a mascot character. These additions greatly enhance the aesthetic of the overall base-project and yet are still within the approved \$75,000.

RECOMMENDATION

Staff recommends City Council award the attached agreement with Tivolitoo, Inc. in an amount not to exceed \$75,000 for the painting of Aquatic Center Murals fabrication and installation of additional items, and creation of a mascot, as more fully described in the attached contract for services.

ATTACHMENTS:

1. Tivolitoo Contract

MAPLEWOOD COMMUNITY CENTER
2100 WHITE BEAR AVENUE, MAPLEWOOD, MN 55109

CONTRACT FOR WORK, MATERIALS AND EQUIPMENT

This Contract is between TIVOLITOO, INC. (“Contractor”) and the The Maplewood Community Center (“MCC”) for the services (“Work”), materials (“Materials”), and equipment (“Equipment”)(if applicable) as specified below.

The parties agree as follows:

1. **Performance Dates.** Contractor shall begin performing the Contract on **SEPTEMBER 6, 2011**, and finish performing on **OCTOBER 6, 2011**. Changes to the Contract are permissible only through an amendment issued according to Paragraph 15.

Contractor may not begin performing the Services until this Contract has been signed by both parties and Contractor has received a purchase order from MCC.
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2. **Materials, Equipment and Work Provided.**

2.1. Contractor shall provide the specific Materials, Equipment and Work described on Attachment A to this Contract, which is incorporated into this Contract by reference, that includes the bid/job specification and incorporates the Contractor’s response.

See: Attachment A

2.2. Contractor shall provide the Materials, Equipment and Work to the following location:

MCC; 2100 White Bear Avenue, Maplewood, MN 55109

2.3. Contractor certifies that it is licensed in the State of Minnesota to perform the Work specified in the Contract.

3. **Payments for Materials, Equipment and Work.** MCC shall pay Contractor **\$75,000.00 USD** for the Materials, Equipment and Work, as provided in Paragraph 4. MCC shall also reimburse Contractor for application fees made to the State of Minnesota for approval of the plans for the project.
4. **Method and Time of Payment.** To be paid, Contractor **must submit an itemized invoice** referencing a valid purchase order number. The invoice must specify the Materials, Equipment and Work provided, which must match the description in Paragraph 2; the dates of and work performed during the billing period; and the specific dollar amount. **Contractor shall be paid within 30 days after completion and acceptance of the Work described in Paragraph 2, submission of any lien waivers, and submission to MCC of all documentation and manufacturer’s warranties relating to the Materials and Equipment, if applicable.**
5. **Warranty.** Contractor warrants to MCC that the Materials and Equipment furnished under this Contract will be of good quality and new, that the Work, Materials, and Equipment will be free

from defects and that they will conform to the Contract. Final payment to Contractor or occupancy of the Work shall not constitute acceptance of Work that fails to conform to the Contract or industry standards, or relieve Contractor of liability under warranties or from responsibility for faulty materials and workmanship. This warranty is additional to any other warranties, including those from the manufacturer of the Materials or Equipment and those arising under applicable law.

6. **Certification.** Contractor certifies that it is an independent contractor; provides Services to other customers; maintains insurance; sets its own priorities on time and hours of work; provides its own supplies; and determines the means of delivering Services.
7. **Compliance with Laws.** Contractor shall, at all times during this Contract, comply with all applicable laws, regulations, rules and policies including Federal, State and local regulations regarding pool and pool related products.
8. **Property Rights.** MCC shall, at all times, retain ownership in and the rights to any creative Works, designs, graphical representations or Works of similar nature to be delivered under this Contract. Contractor agrees that the Works are “works for hire” and assigns all of the Contractor’s right, title and interest to MCC.
9. **Insurance.** Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in Minnesota with a current A.M. Best rating of A:VIII or better. Before MCC signs this Contract, Contractor shall furnish the MCC Risk Manager with certificates of insurance evidencing the coverages, conditions, and limits required by this Contract, at the following address:

MCC Risk Manager
2100 White Bear Avenue
Maplewood, MN 55109

The insurance policies, except Workers’ Compensation, shall be endorsed to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language:

Maplewood Community Center, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without 30 days written notice by certified mail to the MCC Risk Manager. The Contractor’s insurance must be primary, and any insurance or self-insurance maintained by MCC shall not contribute to it. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors. The following policies are required:

- 9.1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification

provisions of this Contract.

9.2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles; and

9.3. **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

10. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless MCC, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract. The requirements in Paragraph 8 will not be construed as limiting the scope of this indemnification.

11. **Cancellation.** MCC may cancel this Contract for cause, which shall include non-performance, delay, neglect, or failure to comply with applicable laws.

12. **Nondiscrimination.** Contractor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination and equal employment opportunity.

13. **Notices.** Notices to MCC under this Contract shall be made to: Purchasing Department, Maplewood Community Center, 2100 White Bear Avenue, Maplewood, Minnesota 55109.

14. **Assignment/Subcontract.** Contractor shall not assign any right or delegate any duty under, or subcontract any part of, this Contract to any third party without the prior written approval of MCC.

15. **Amendment.** The parties may change this Contract only through a written amendment signed by MCC's Director and Tivolitoo's representative.

16. **Applicable Law/Remedies.** This Contract shall be governed by the laws of the State of Minnesota. The parties shall have all remedies available by law or in equity.

17. Termination.

17.1. A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party 10 days written notice of the failure to comply.

17.2. MCC may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

18. **Interpretation.** The parties intend this Contract to express their complete and final agreement.

19. **Authority.** Contractor warrants that the person signing this Contract on its behalf is authorized to enter into this Contract.

20. **Terms and Conditions.** Contractor acknowledges that it has read the Contract completely, and shall fully comply with all terms and conditions.

CONTRACTOR:

Signature:	_____	Tax ID No.:	_____
Name:	_____	Phone No.:	_____
Title:	_____	Fax No.:	_____
Date:	_____	Address:	_____

Contractor is a: Corporation LLC Partnership Sole Proprietorship (an individual)

MAPLEWOOD COMMUNITY CENTER:

Signature:	_____	Date:	_____
	MAPLEWOOD MAYOR		

Signature:	_____	Date:	_____
	CITY MANAGER		

Exhibit A

ATTACHMENT A

Maplewood Aquatic Center Murals Specifications

1.00 **GENERAL**

This Attachment provides the basis for work contemplated in the City's Aquatic Center Mural Project.

1.01 **DESCRIPTION**

A. **WORK INCLUDED**

The work covered by these specifications consists of furnishing all materials, labor, equipment and performing all operations in connection with the installation of the Murals applied to all interior walls of the aquatic center. Work specified in this section includes the following:

1. Permanent full color realistic mural
2. Description of mural must include a realistic underwater ocean scene
3. Including all the different environments of the oceans and animals there of
4. All inclusions and additions provided by Tivolitoo, Inc. in their successful bid, the pertinent sections of which are hereby incorporated and attached hereto as Exhibit A.

1.02 **QUALITY ASSURANCE**

- A. Quality Standards: The standards named herein are specified to establish standards of quality, performance and design concept.
- B. Experience: The products and work shall be installed and supplied by a contractor having a minimum of five years experience in the construction of similar work and shall provide a list of recent projects with the bid for review by the City of Maplewood.
- C. The City reserves the right to disqualify any contractor if the City of Maplewood determines for any reason that the contractor is not qualified or may not be as qualified as another contractor bidding the same work.
- D. All Sub-Contractors intended to be hired by the Primary Contractor bidding this work must be submitted and approved by the City of Maplewood prior to the start of site work.

1.03 **STANDARDS**

- A. All materials included in this Contract shall be pre-approved by the City of Maplewood for use in this project; the acceptance of Tivolitoo's product list as presented and attached is hereby acknowledged.

- B. All work within this section shall meet the City of Maplewood's standards and requirements for each feature and shall have pre-approved submittals for each feature as requested by the City of Maplewood prior to construction.
- C. All work completed at the Maplewood Community Center must comply with the Davis Bacon Act or Prevailing wage.

1.04 **Installation Conditions**

1. Work on murals to be scheduled from September 6th – October 6th, 2011
2. Pool area will be completely shut down during this period
3. Muralist to have continuous access during this time

1.05 **Design Intent**

1. The design intent is to provide accurate, durable, permanent full color murals. Murals will be a combination of background elements out of focus, foreground elements rendered in focus. Murals must withstand frequent cleaning

3.01 **INSTALLATION**

- A. Apply paint by spray and airbrush method to achieve desired effects of color graduation for each mural. Apply as many finish coats as required to achieve desired effects for each mural area. Must apply 2 coats of sealer to all finished murals
- B. All work shall be coordinated through the City of Maplewood or the City of Maplewood's Construction Management or other designated authority.
- C. The Contractor shall promptly provide to the City of Maplewood as needed all items required to be built in as the work progresses without delay to the project work schedule.
- D. Finished surfaces of all special features must meet the standards established by the approved samples. If the finished surfaces do not meet the approved samples, the materials shall be removed and replaced with new material which meets the approved sample.
- E. No changes in the pre-approved construction method will be permitted unless approved in writing by the City of Maplewood's representative.
- F. The Specialty Contractor shall protect the City of Maplewood against any damage or loss to the existing construction due to the installation of special features. Adjacent work shall be protected. The Specialty Contractor will be required to remove all traces of material from adjacent surfaces that result from Specialty Contractor's work.
- G. The Specialty Contractor shall maintain a neat and safe jobsite for the duration of the specialty work.
- H. Cleanup: Upon completion of the job, the areas adjoining the site on which the Contractor has worked shall be thoroughly cleaned of debris, refuse and stains or discolored blemishes.

- I. All Specialty work shall be guaranteed for a period of 12 months to remain free of defects determined to result from poor materials or workmanship.

4.01 **APPROVAL OF SPECIALTY WORK**

All Mural Work shall be approved by the City of Maplewood by area or special feature item. All corrections directed by City of Maplewood shall be reviewed until accepted by City of Maplewood. Final approval and acceptance by the City of Maplewood will be issued in writing to the Specialty Contractor within 10 days of having approved all site work and having received and approved all final drawings and submittals including the 12 month warranty on all Special Themed Feature Work.

END OF SECTION

4. Material List

TIVOLITOO uses a variety of paints to best meet the needs of the project based on the scope of the project and the environment. These materials allow TivoliToo to provide a final product with a high level of detail and a fun, colorful, bright and playful finish that will last for many years.

- ✦ **Primer Product Name: LOXON Concrete and Masonry Primer**
- ✦ **Paint Product Name: DURATION Satin Exterior Acrylic Latex**
- ✦ **Sealer Product Name: SHER-CLEAR 1K Acrylic Clearcoat**
- ✦ **SEE FOLLOWING PAGES FOR MATERIAL SAFETY DATA SHEETS ON ALL PRODUCTS LISTED ABOVE.**

TIVOLITOO INC

MATERIAL SAFETY DATA SHEET

A24WQ8380
26 00

DATE OF PREPARATION
Apr 7, 2011

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

A24WQ8380

PRODUCT NAME

LOXON® Concrete and Masonry Primer, White

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY
170 Brunel Rd
Mississauga, ON L4Z 1T5

Telephone Numbers and Websites

Product Information	(905) 507-0166
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300

**for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)*

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
8	14808-60-7	Quartz		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.1 mg/m3 as Resp. Dust	
12	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
1	1314-13-2	Zinc Oxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	1*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.
SKIN: Wash affected area thoroughly with soap and water.
Remove contaminated clothing and laundry before re-use.
INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.
INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT Not Applicable	LEL N.A.	UEL N.A.	FLAMMABILITY CLASSIFICATION Not Applicable
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EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.
During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.
Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area.
Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.
Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.
Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m3 (total dust), 3 mg/m3 (respirable fraction), OSHA PEL 15 mg/m3 (total dust), 5 mg/m3 (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits.
Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	10.83 lb/gal	1297 g/l
SPECIFIC GRAVITY	1.30	
BOILING POINT	212 - 500 °F	100 - 260 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	59%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
pH	9.3	

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.80 lb/gal 95 g/l Less Water and Federally Exempt Solvents
0.36 lb/gal 43 g/l Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable****CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
14808-60-7	Quartz	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
1314-13-2	Zinc Oxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
	Zinc Compound	1	1.0

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

MATERIAL SAFETY DATA SHEET

K33W851
05 00

DATE OF PREPARATION
Jun 13, 2011

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

K33W851

PRODUCT NAME

DURATION® Satin Exterior Acrylic Latex, Extra White

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY
101 Prospect Avenue N.W.
Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
<i>*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)</i>	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
1	64742-54-7	Heavy Paraffinic Oil ACGIH TLV OSHA PEL	5 mg/m3 as Mist 5 mg/m3 as Mist	0.0004 mm
0.1	14464-46-1	Cristobalite ACGIH TLV OSHA PEL	0.025 mg/m3 as Resp. Dust 0.05 mg/m3 as Resp. Dust	
16	13463-67-7	Titanium Dioxide ACGIH TLV OSHA PEL OSHA PEL	10 mg/m3 as Dust 10 mg/m3 Total Dust 5 mg/m3 Respirable Fraction	
5	1314-13-2	Zinc Oxide ACGIH TLV OSHA PEL OSHA PEL	10 mg/m3 as Dust 10 mg/m3 Total Dust 5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.
SKIN: Prolonged or repeated exposure may cause irritation.
INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes

Health	1*
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

- EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention.
- SKIN:** Wash affected area thoroughly with soap and water.
Remove contaminated clothing and launder before re-use.
- INHALATION:** If affected, remove from exposure. Restore breathing. Keep warm and quiet.
- INGESTION:** Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL	FLAMMABILITY CLASSIFICATION
Not Applicable	N.A.	N.A.	Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

Remove all sources of ignition. Ventilate the area.

Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE**STORAGE CATEGORY**

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.

Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION**PRECAUTIONS TO BE TAKEN IN USE**

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits.

Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	10.55 lb/gal	1264 g/l
SPECIFIC GRAVITY	1.27	
BOILING POINT	212 - 213 °F	100 - 100 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	58%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
	pH	8.5
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
	0.41 lb/gal	49 g/l
	0.18 lb/gal	21 g/l
		Less Water and Federally Exempt Solvents Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable**
CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name			
64742-54-7	Heavy Paraffinic Oil	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
14464-46-1	Cristobalite	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
1314-13-2	Zinc Oxide	LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

5 Liters (1.3 Gallons) and Less may be Shipped as Limited Quantity:

UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (ZINC OXIDE), CLASS 9, PG III, MARINE POLLUTANT, EmS F-A, S-F, ADR (E), **

DO NOT FREEZE **

Not regulated by US DOT for domestic ocean transport to Hawaii, Alaska, Puerto Rico, and US territories.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
	Zinc Compound	5	3.7

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

MATERIAL SAFETY DATA SHEET

B66C380
07 00

DATE OF PREPARATION
May 8, 2011

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B66C380

PRODUCT NAME

SHER-CLEAR™ 1K Acrylic Clearcoat, Semi-Gloss

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY
101 Prospect Avenue N.W.
Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300

*for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
3	29911-28-2	1-(2-Butoxymethylethoxy)-propanol		
		ACGIH TLV	Not Available	0.06 mm
		OSHA PEL	Not Available	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMS Codes

Health	1
Flammability	0
Reactivity	0

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water.

Remove contaminated clothing and launder before re-use.

INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT

Not Applicable

LEL

N.A.

UEL

N.A.

FLAMMABILITY CLASSIFICATION

Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

Remove all sources of ignition. Ventilate the area.
Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE**STORAGE CATEGORY**

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION**PRECAUTIONS TO BE TAKEN IN USE**

Use only with adequate ventilation.
Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.
Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.
When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	8.62 lb/gal	1032 g/l
SPECIFIC GRAVITY	1.04	
BOILING POINT	212 - 449 °F	100 - 231 °C
MELTING POINT	Not Available	
VOLATILE VOLUME	64%	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	
	pH	8.0
VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)		
	0.67 lb/gal	81 g/l
	0.26 lb/gal	31 g/l
		Less Water and Federally Exempt Solvents Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY**STABILITY — Stable****CONDITIONS TO AVOID**

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION**CHRONIC HEALTH HAZARDS**

No ingredient in this product is an IARC, NTP or OSHA listed carcinogen.

TOXICOLOGY DATA

CAS No.	Ingredient Name		
29911-28-2	1-(2-Butoxymethylethoxy)-propanol		
	LC50 RAT	4HR	Not Available
	LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION**ECOTOXICOLOGICAL INFORMATION**

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS**WASTE DISPOSAL METHOD**

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION**SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION**

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.			

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

5. Exclusions and Inclusions List

Exclusions:

None

Inclusions:

1.01 A.1

Addition of air brushed "bubbles" to columns to tie in to murals and add detail and interest to the plain color painted columns. Does not include painting of the blue base coat of column which was said to be done by client separately from Mural.

1.01 A.1

Design enhancement option incorporating three 8 foot cut out sintra sea animals for added interest and fun hanging from ceiling! (See Section 6. TivoliToo Design – North Side Perspective View for examples on design)

1.01 A.1

Propose the offer to create one "mascot" or character for Maplewood Aquatic Center that could then be included in the mural and used in a variety of ways for marketing and promotional purposes moving forward by client. This could also be used for other elements such as signage, a costume character, a floatable, etc. in the future. For example, Maple the Manta Ray. This would be similar to what we have done for other clients including the Vail Resort example included in this proposal. The "mascot"/character could be realistic with a little personality or could be created in any style desired by the client.

TIVOLITOO^{NC}

6. TivoliToo Design

TivoliToo has read and will deliver upon all of the specifications listed in the Murals Specifications Section.

As for design, TivoliToo understands that the client has requested the following in 101 A.:

101.A: WORK INCLUDED

- 1) Permanent full color realistic mural
- 2) Realistic underwater ocean scene
- 3) Inclusion of all of the different environments of the oceans and animals thereof

1.06 Design Intent

To provide accurate, durable, permanent full color murals. Murals will be a combination of background elements out of focus, foreground elements rendered in focus. Murals must withstand frequent cleaning.

TivoliToo has taken the design direction above and has provided the client with a design that we believe meets this direction.

TivoliToo would be willing to work directly with the client to revise and modify the final design prior to implementation of the mural on site based on any feedback or changes desired by client to assure the mural meets or exceeds the client expectations upon completion.

See proposed design on the following pages.

TIVOLI INC

6. TivoliToo Design

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To provide accurate, durable, permanent full color murals. Murals will be a combination of background elements out of focus, foreground elements rendered in focus. Murals must withstand frequent cleaning.

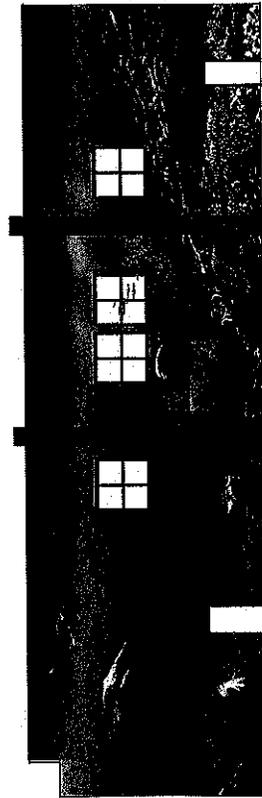
TivoliToo has taken the design direction above and has provided the client with a design that we believe meets this direction.

TivoliToo would be willing to work directly with the client to revise and modify the final design prior to implementation of the mural on site based on any feedback or changes desired by client to assure the mural meets or exceeds the client expectations upon completion.

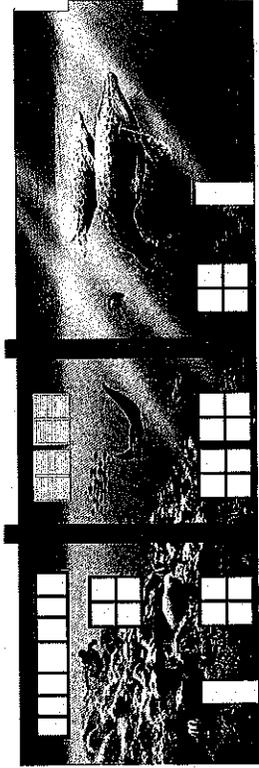
See proposed design on the following pages.

TIVOLITOO^{INC}

6. TivoliToo Design Full Elevation



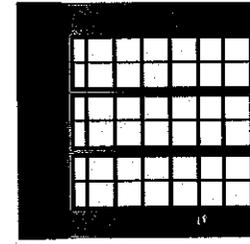
WEST ELEVATION



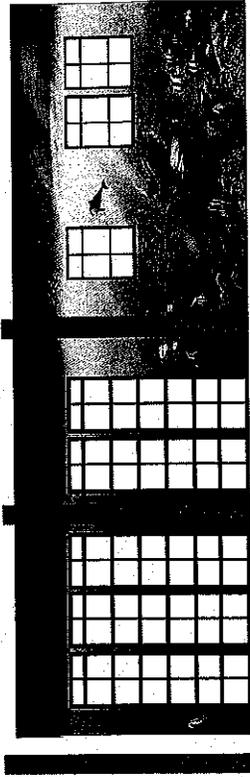
NORTH ELEVATION



EAST ELEVATION

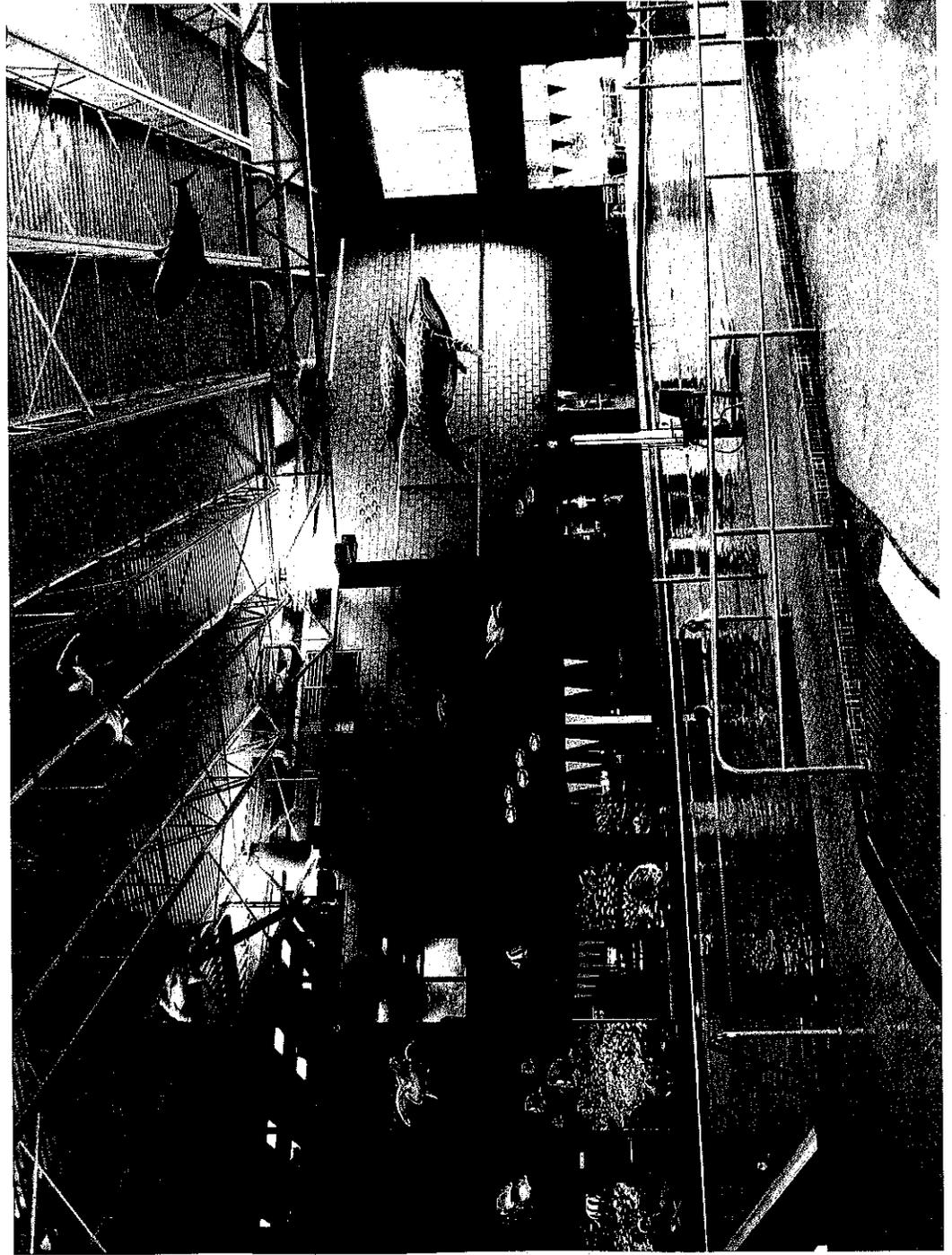


SE ELEVATION

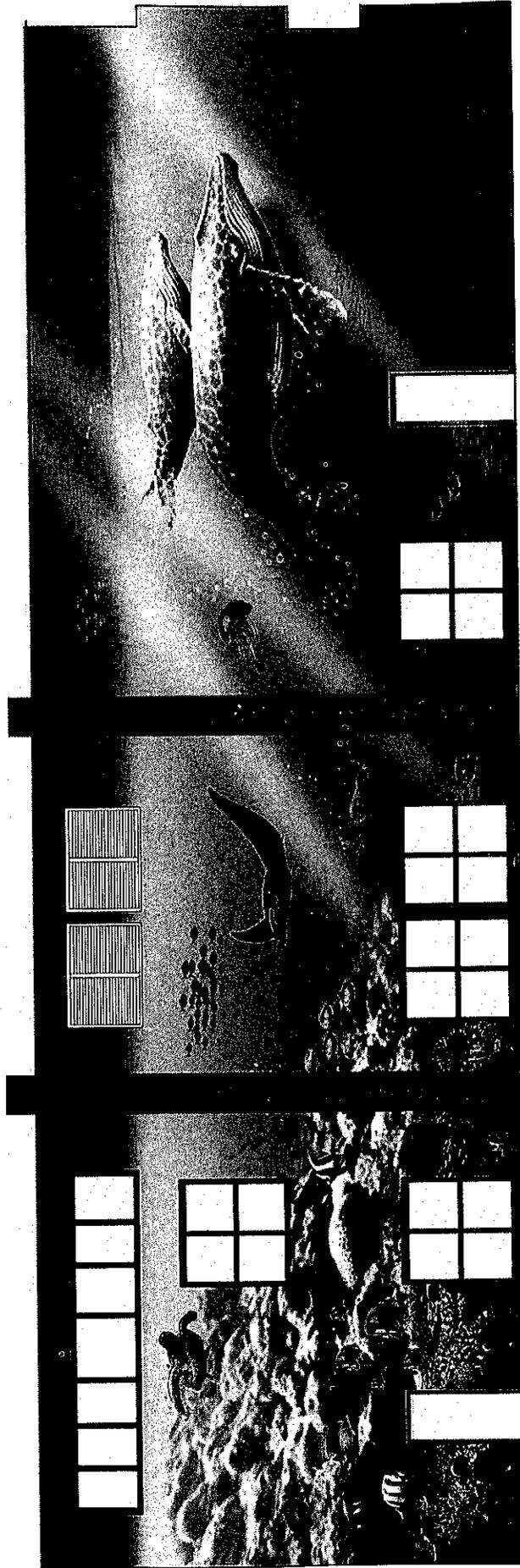


SOUTH ELEVATION

6. TivoliToo Design North Side – Perspective View

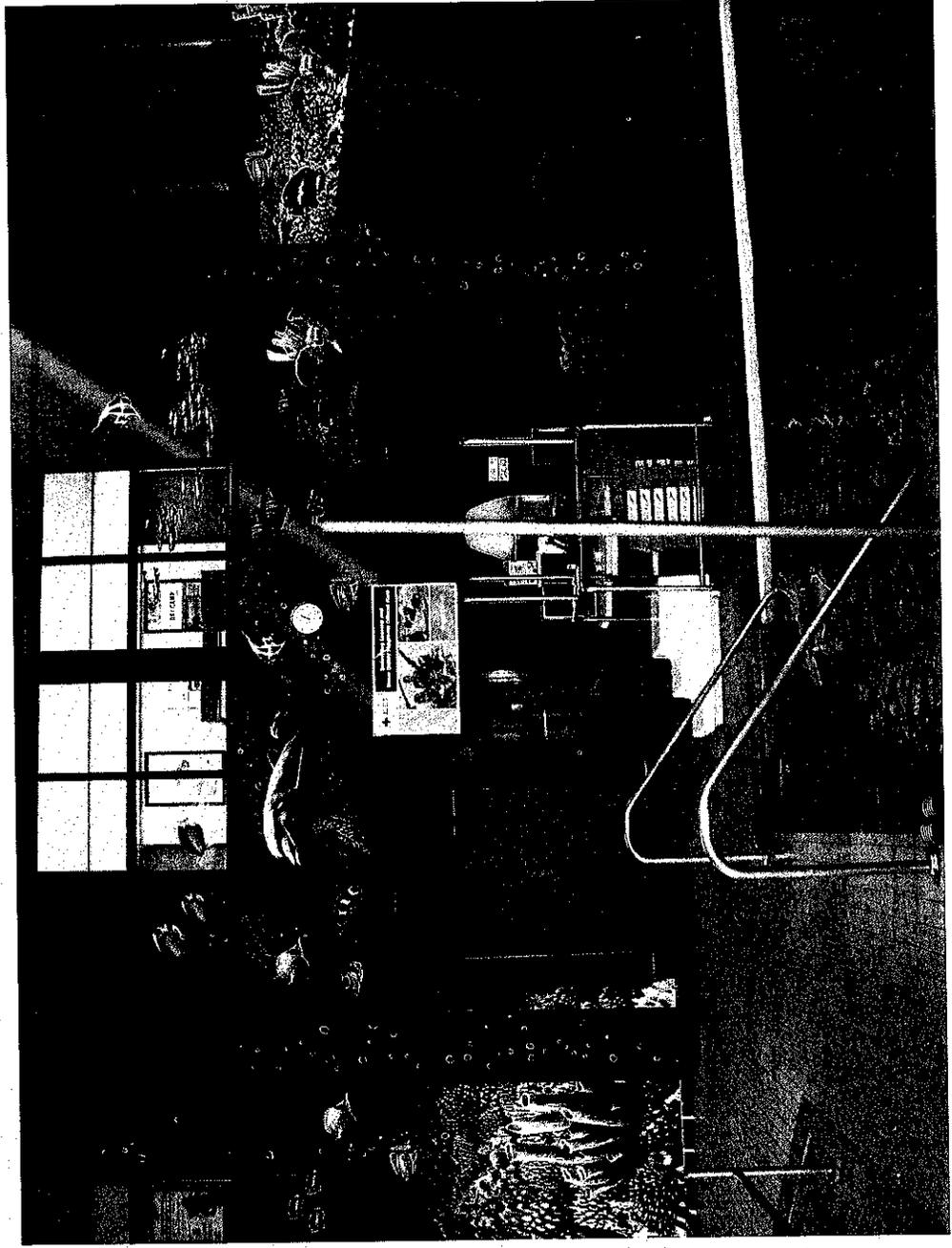


6. TivoliToo Design North Side – Full Wall



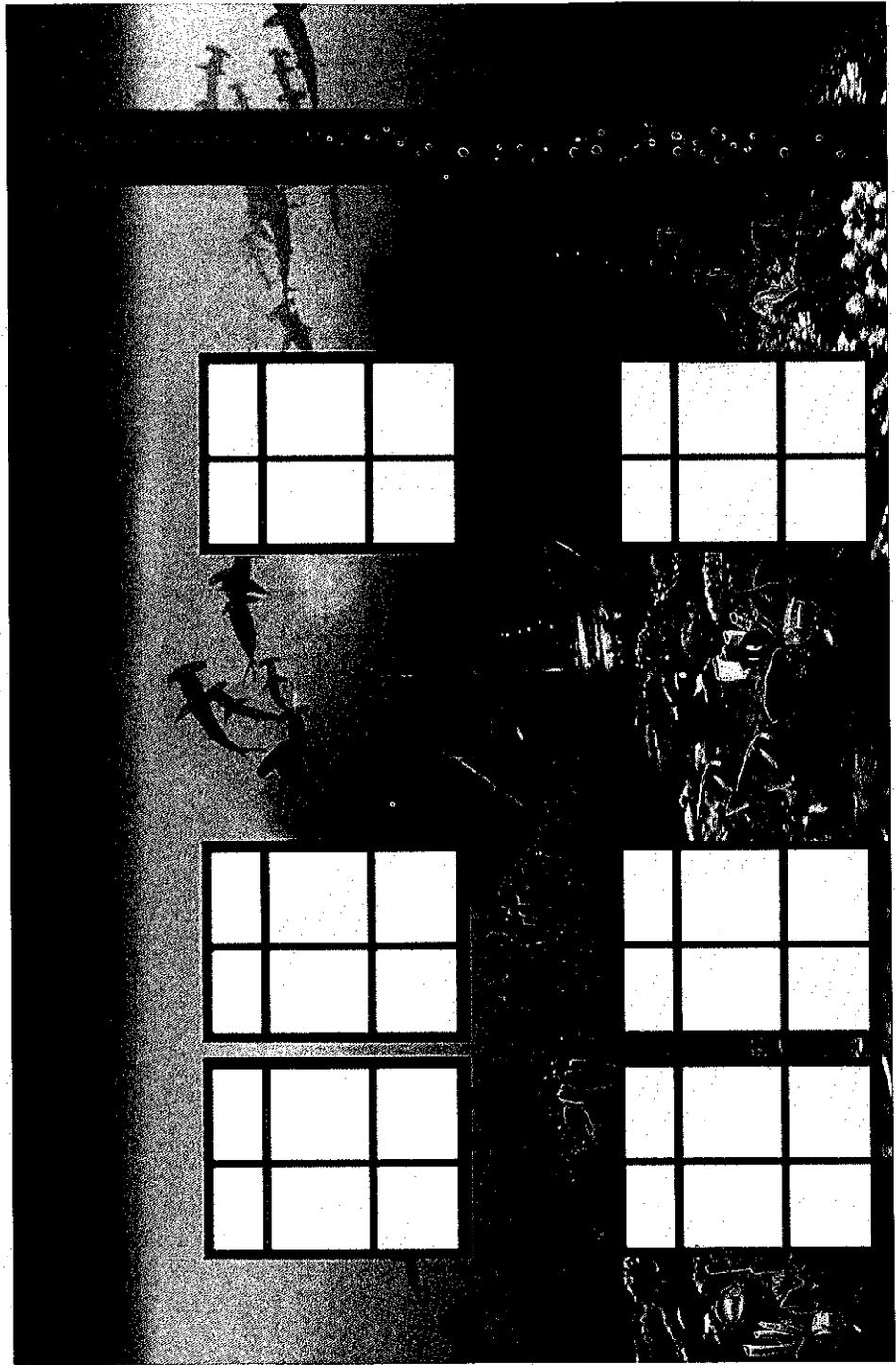
TIVOLITOO INC

6. TivoliToo Design West Side – Center Section



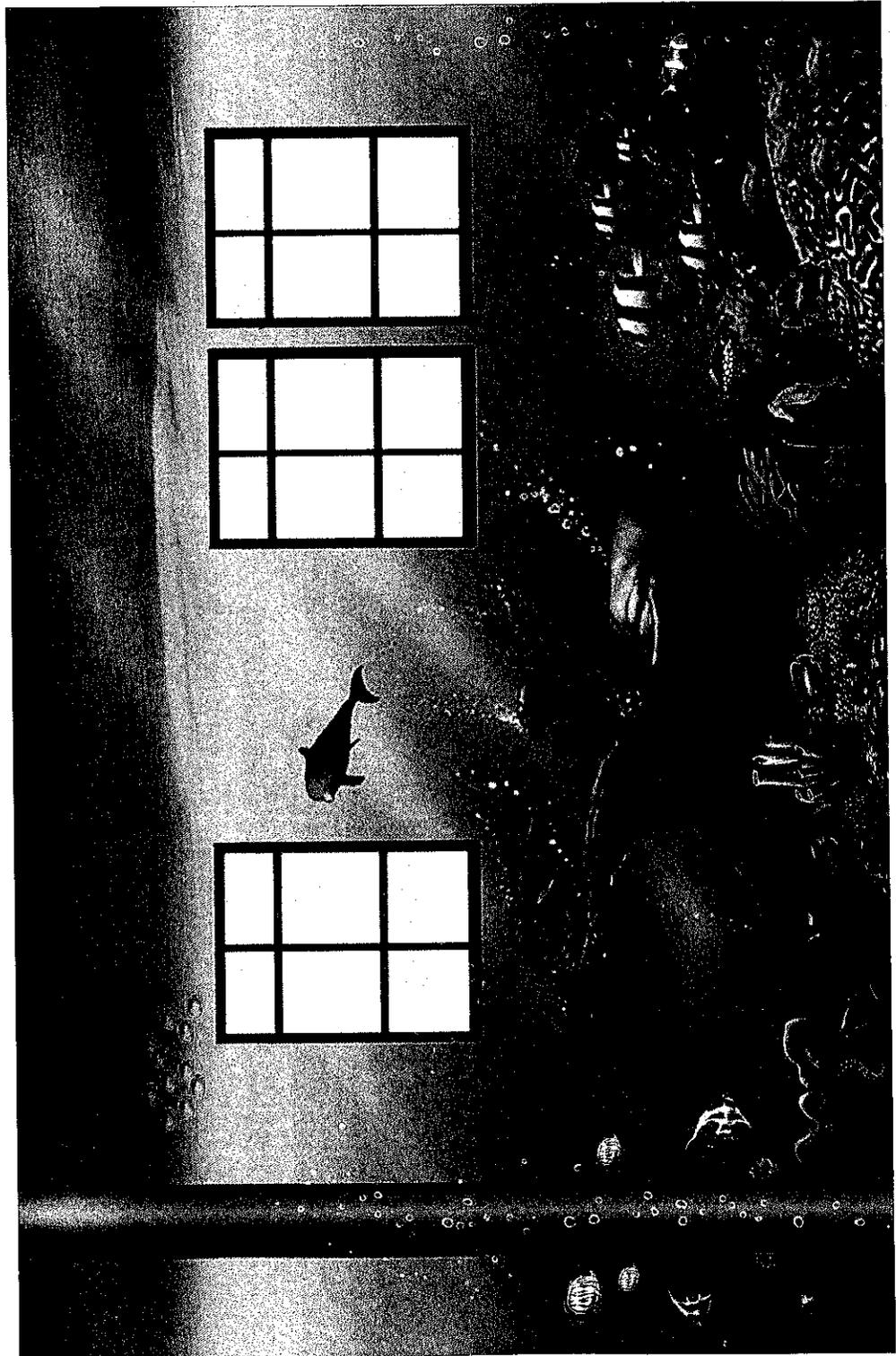
TIVOLITOO INC

6. TivoliToo Design East Side – Left Section



TIVOLITOO^{INC}

6. TivoliToo Design South Side - Right Section



TIVOLITOO INC.

7. Cost Proposal

On the following page is the TivoliToo Cost Proposal for the Mural Project based on the scope provided by the client.

TivoliToo is available to discuss any and all aspects of our Cost Proposal in an effort to support the needs of the client and earn the opportunity to be selected for this project.

See Cost Proposal on the following page.

8. Work Plan/Schedule

TIVOLITOO is proposing the following Work Plan to execute the project realizing timing may vary based on client timing and needs:

CALENDAR OF ACTIVITIES (as of 7/20/11)	Start	Finish
RFP Due Date		7/20/11
Final Selection	TBD	TBD
Kick-Off Meeting and Design Review	TBD	TBD
Design Revisions (as needed)	8/1/11	9/1/11
Ongoing Design Reviews	8/1/11	9/1/11
Final Design Review	8/15/11	9/1/11
Final Design Sign Off/Approval		9/1/11
On-Site Painting	9/6/11	10/6/11
PROJECT COMPLETION	10/2/11	10/6/11



AGENDA REPORT

TO: James Antonen, City Manager

FROM: Terrie Rameaux, Human Resource Coordinator
Chuck Ahl, Assistant City Manager

RE: Approval of the City's Amended Cafeteria Plan Documents

DATE: July 29, 2011

BACKGROUND

As a result of the passage of the Health Care Reform legislation in March 2010 and the related changes in subsequent years to follow, there are changes that affect Cafeteria Plans that were established in accordance with the provisions of Sections 105 (accident and health plans), 79 (group term life plans), 125 cafeteria plans of the Internal Revenue Code of 1986. One significant change is the new definition of a dependent for health and dental coverage which is now defined as an adult child up to age 26. Dependents are no longer required to be full-time students to be eligible for insurance coverage. Because of this change, dependents meeting the new definition are considered pre-tax for purposes of premiums paid by the employee for their dependents.

Another significant change effective January 1, 2011 is the new ruling which no longer allows over-the-counter (OTC) drugs, unless a prescription is obtained, as eligible for tax-free reimbursement under medical reimbursement plans (a.k.a. flexible spending accounts--FSA) and health reimbursement accounts (HRA).

The last significant change due to health care reform legislation is the change in the maximum level of coverage that an employee can elect to have withheld pre-tax for their medical reimbursement plan (flex spending account) in a plan year. The current level of coverage is \$3,000 per plan year and will change to \$2,500 per plan year effective January 1, 2013.

I have worked with our outside Plan Administrator to revise our Master Plan Document and Summary Plan Description to incorporate these new changes as well as some other minor changes. The Master Plan Document is kept on file by the City for review by anyone and the Summary Plan Description is a document that is given to all employees either at their time of hire or when the document has been amended. The Summary Plan Description is a brief summary of the much larger Master Plan Document.

A full and complete copy of Master Plan Document and the Summary Plan Description for the Maplewood Cafeteria Plan effective January 1, 2011 is available in the City Clerk's office and Human Resources office for those who would like to review the documents.

RECOMMENDATION

It is recommended that the City Council adopt the revised and restated Master Plan Document and Summary Plan Description for the Maplewood Cafeteria Plan effective January 1, 2011.

AGENDA REPORT

TO: James Antonen, City Manager

FROM: Terrie Rameaux, Human Resource Coordinator
Chuck Ahl, Assistant City Manager

RE: Approval of the City's HIPAA Privacy Policies and Procedures

DATE: July 28, 2011

BACKGROUND

The City is required to ensure that our covered health plans (employee health and dental, vision, employee assistance, retiree health savings, the police and fire fitness plan, wellness program, HRA, healthcare flex spending, and long-term care plans) comply with HIPAA (Health Insurance Portability & Accountability Act) and are updated as necessary. One of the primary purposes of HIPAA is to protect the privacy of participants of healthcare plans.

Compliance requires the development and amending of a large number of policies and procedures, designation of a privacy officer, declaration of the City's intent to comply with HIPAA for the City's covered health plans, revision of health plan documents by the City, and adoption of privacy practices.

I have worked with our benefits consultant, Financial Concepts, Inc., to revise our HIPAA Policy and Procedures and Notice of Privacy Practices to now include our vision plan as well as our employee wellness program as part of our existing organized healthcare arrangement. The Notice of Privacy Practices is a document given to new employees at time of hire and also during our open enrollment period for benefits.

A full and complete copy of HIPAA Policies and Procedures and the Notice of Privacy Practices is available in the City Clerk's office and Human Resources office for those who would like to review the documents.

RECOMMENDATION

It is recommended that the City Council approve the amended and restated HIPAA Privacy Manual and Notice of Privacy Practices to comply with current HIPAA regulations effective January 1, 2011.

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Beaver Lake Town Houses – Conditional Use Permit Review**
LOCATION: Maryland Avenue and Lakewood Drive
DATE: August 2, 2011

INTRODUCTION

The conditional use permit (CUP) for the planned unit development (PUD) for the Beaver Lake Town Houses is due for its annual review.

BACKGROUND

On May 28, 2002, the city council made several approvals for the Beaver Lake Town Houses. These included:

1. A conditional use permit (CUP) for a planned unit development (PUD) for a 148-unit housing development. The applicant requested the CUP because Section 44-1250 of the city code (shoreland district regulations) requires a PUD for developments with buildings having more than four units when the site is in the shoreland district of a lake. In this case, the site is in the shoreland district of Beaver Lake and will have a mix of housing with 40 single-family detached townhomes and 108 rental units in 11 8-unit and 5 4-unit buildings. In addition, having a PUD gives the city and developer a chance to be more flexible with site design and development details (such as setbacks and street right-of-way and pavement widths) than the standard city requirements would normally allow. (See the approved site plan attached)
2. Street right-of-way and easement vacations. These were for the unused street right-of-ways and easements on the site.
3. A preliminary plat to create the lots in the development.
4. Authorization for city staff to spend city open space funds and to use a \$150,000 DNR grant to buy about 8.9 acres of the project site for park and open space purposes.

(See the city council minutes attached)

On July 9, 2002, the community design review board (CDRB) approved the proposed design plans (architectural, landscaping, etc.) for the development. Mr. Emmerich appealed to the city council a part of the CDRB's approval about brick on the exteriors of the four and eight-unit buildings. (See the CDRB minutes attached)

On August 12, 2002, the city council approved Mr. Emmerich's appeal of the CDRB's condition about adding more brick to the four and eight-unit buildings within the site. (That is, the city will not be requiring Mr. Emmerich to add more brick to the buildings as the CDRB required.)

On August 26, 2002, the city council awarded the contract for the construction of the Beaver Lake sanitary sewer improvement project to Barbarosoa and Sons, Inc. They completed this sewer project in December 2002.

On November 13, 2002, the city council approved the first final plat for the Beaver Lake Town Houses.

This plat created six lots for detached town houses along Maryland Avenue, several outlots for future phases of the development and the park area along the creek in the center of the site.

On March 31, 2003, the city council approved the second final plat for the Beaver Lake Town homes. This plat created 16 lots for detached town houses in the area west of Sterling Street and south of the creek corridor.

On June 9, 2003, the city council reviewed the conditional use permit (CUP) for the planned unit development (PUD) for this development and agreed to review it again in one year.

On September 8, 2003, the city council approved the Beaver Lake Townhomes Third Addition final plat. This plat created 18 lots for detached town houses in the area west of the creek and east of Lakewood Drive.

On June 28, 2004, the city council reviewed the conditional use permit (CUP) for the planned unit development (PUD) for this development and agreed to review it again in one year.

On June 13, 2005, June 26, 2006, June 11, 2007 and January 14, 2008 the city council reviewed the conditional use permit for this property.

On March 24, 2008, the city council approved the final plat for the Beaver Lake Fourth and Fifth Additions. These final plats created new lots for the construction of new units from former outlots.

On June 23, 2008, staff presented to the city council the landscape and tree plans for Beaver Lake Townhomes.

On April 27, 2009, the city council tabled the CUP review until its next meeting so that staff could provide more information.

On May 11, 2009, the city council reviewed the conditional use permit (CUP) for the planned unit development (PUD) for this development and agreed to have the CUP brought back to the council in three months to report on erosion, garbage and restoration issues. The city council also approved a revision to the CUP allowing for minimum street widths to be 27'4" when parking occurs on one side of the road.

August 10, 2009, the city council reviewed the conditional use permit for this property and agreed to review it again in one year.

August 9, 2010, the city council reviewed the conditional use permit for this property and agreed to review it again in one year.

DISCUSSION

Staff is not aware of any major concerns and the site is meeting the conditions of approval. The second stage of this development, the apartments, is well underway. It will take some additional time to fully complete this development. Staff will continue to work with the developer to ensure the silt fencing is properly set through the year and any sediment tracking issues are addressed, while ensuring continued compliance with the conditions of approval. Staff recommends reviewing this CUP again in one year.

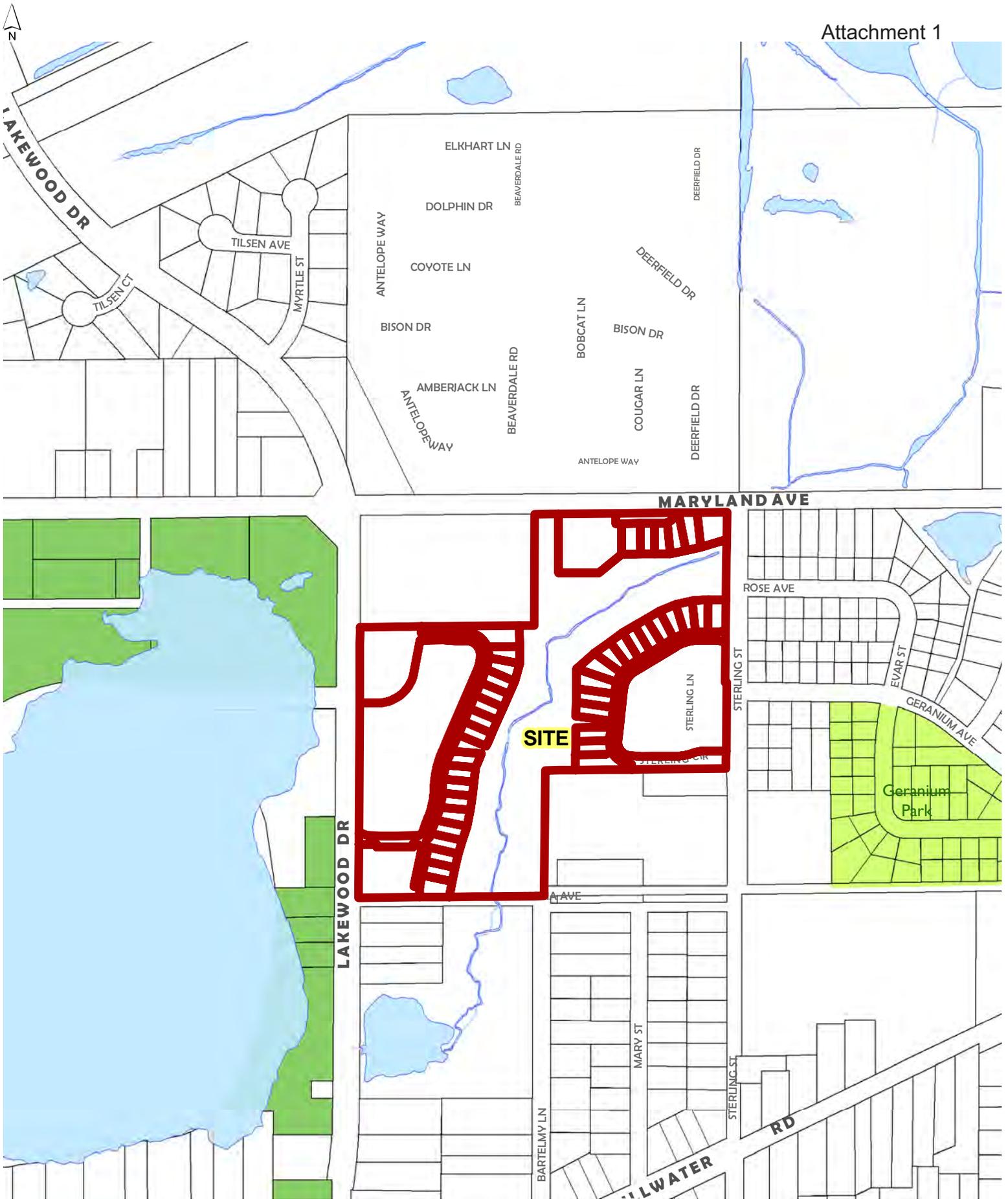
RECOMMENDATIONS

Review the conditional use permit for the planned unit development for the Beaver Lake Town Houses at Maryland Avenue and Lakewood Drive again in one year or sooner if the owner proposes a major change to the site or to the project plans.

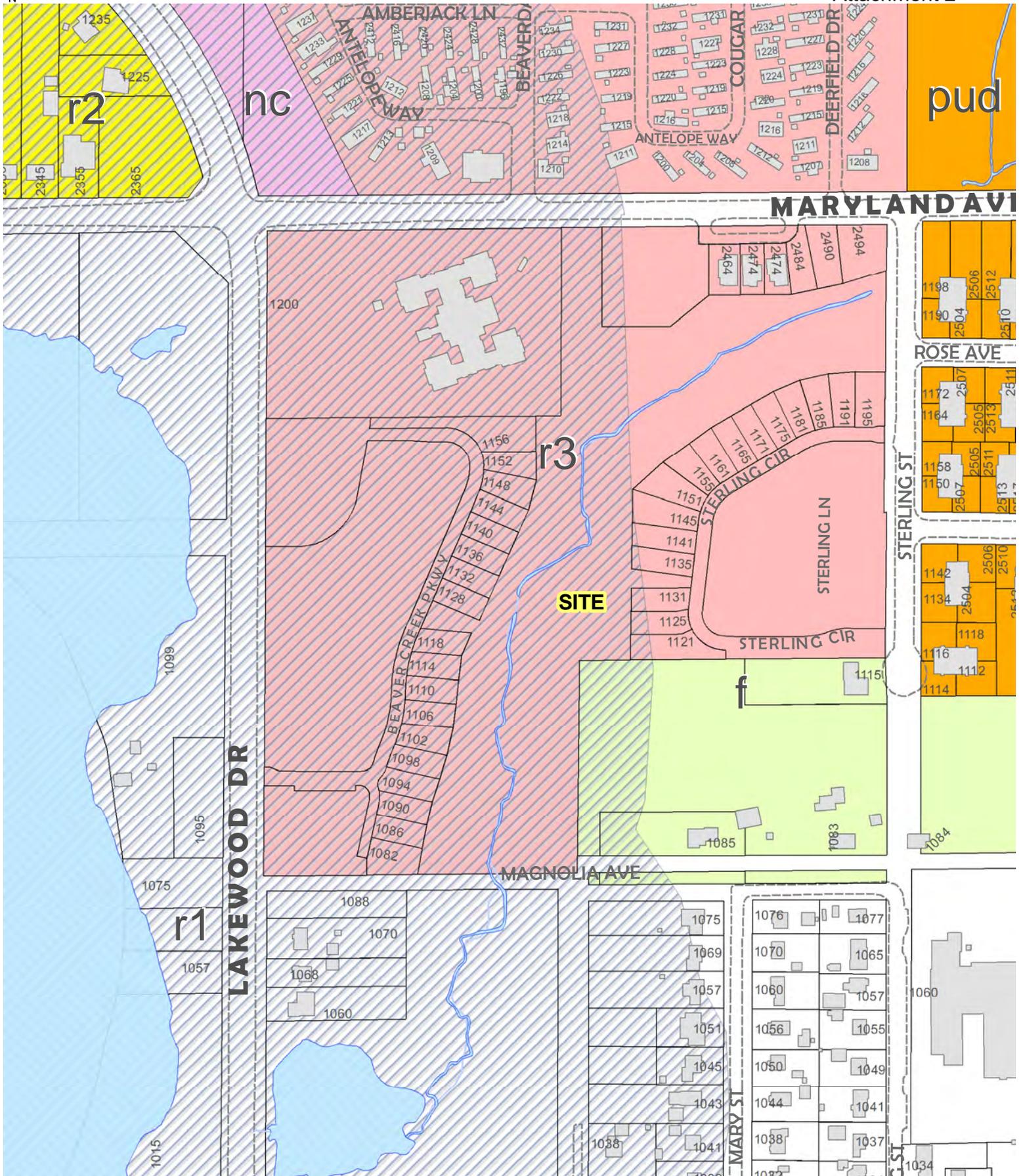
p:sec25/Beaver Lake TH CUP Review_080811

Attachments:

1. Location Map
2. Property Line/Zoning Map
3. Site Plan
4. May 28, 2002 City Council Minutes
5. July 9, 2002 CDRB minutes
6. May 11, 2009 City Council Minutes
7. Building Elevations and Details

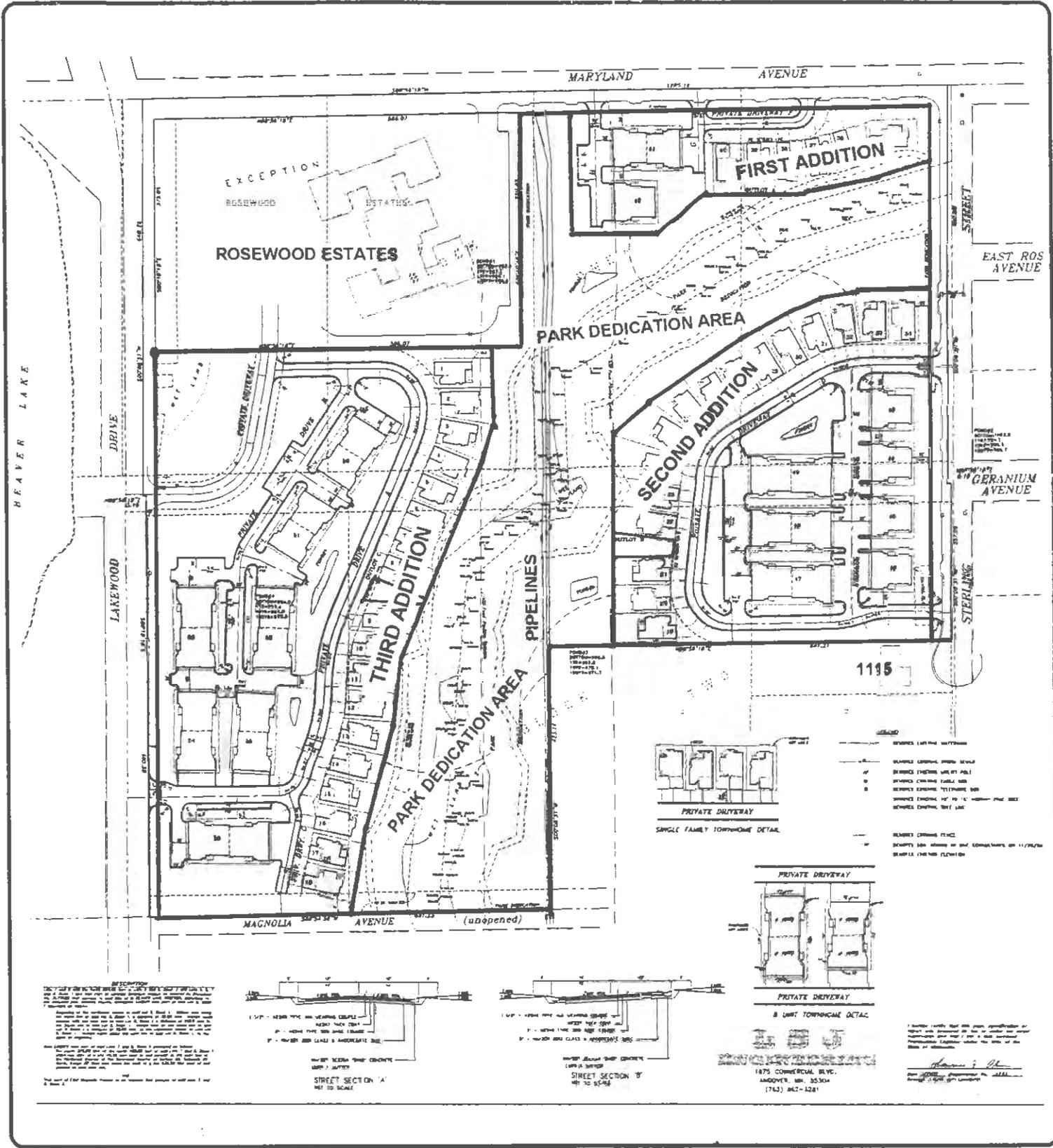


Location Map
Beaver Lake Townhomes



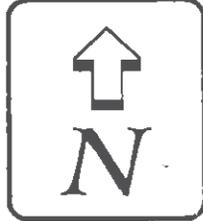
Zoning Map

Beaver Lake Townhomes



SITE PLAN
BEAVER LAKE TOWNHOMES

3-12-02



**MINUTES
MAPLEWOOD CITY COUNCIL
7:00 P.M., Tuesday, May 28, 2002
Council Chambers, Municipal Building
Meeting No. 02-11**

A. CALL TO ORDER:

A meeting of the City Council was held in the Council Chambers, at the Municipal Building, and was called to order at 7:07 P.M. by Mayor Cardinal.

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Robert Cardinal, Mayor	Present
Kenneth V. Collins, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin C. Koppen, Councilmember	Present
Julie A. Wasiluk, Councilmember	Present

- 2. 9:33 Beaver Lake Townhomes (Lakewood Drive and Maryland Avenue)
 - A. Conditional Use Permit for a Planned Unit Development (PUD)
 - B. Street Right-Of-Way and Easement Vacations
 - C. Preliminary Plat

- a. Assistant City Manager Coleman presented the report.
- b. Associate Planner Roberts presented the specifics of the report.
- c. Commissioner Rossbach presented the Planning Commission report.

Councilmember Collins moved to extend the meeting until all agenda items are addressed.

Seconded by Councilmember Juenemann Ayes-All

- d. Mayor Cardinal opened the public hearing, calling for proponents or opponents. The following persons were heard:

Laurence Olson, LSJ Engineering, Representing the Developer of Beaver Lake Townhomes
 Mark Dorling, 1115 Sterling Street North, Maplewood
 Kay Peterson, 1085 Mary Street, Maplewood
 Margaret Lutfey, 1076 Mary Street, Maplewood
 Bob Zick, 1880 E. Shore Drive, Maplewood

Kevin Berglund, 1929 Kingston Avenue, Maplewood
Joan Dorling, 1115 Sterling Street North, Maplewood
Will Rossbach, 1386 E. County Road C, Maplewood
Kay Peterson, Second Appearance
Mark Dorling, Second Appearance
Bob Zick, Second Appearance
Kevin Berglund, Second Appearance

e. Mayor Cardinal closed the public hearing.

Councilmember Koppen moved to adopt the following resolution approving a conditional use permit for a planned unit development for the Beaver Lake Townhome development on the south side of Maryland Avenue between Sterling Street and Lakewood Drive:

RESOLUTION 02-05-098
CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, Mr. Tony Emmerich, representing the AJE Companies, applied for a conditional use permit (CUP) for the Beaver Lake Townhomes residential planned unit development (PUD).

WHEREAS, this permit applies to undeveloped property for the Beaver Lake Townhomes PUD south of Maryland Avenue between Sterling Street and Lakewood Drive in Section 25, Township 29, Range 22, Ramsey County, Minnesota. (PINS 25-29-22-21-0010 and 25-29-22-21-0011.)

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

1. On April 15, 2002, the planning commission recommended that the city council approve this permit.
2. On May 28, 2002, the city council held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The council gave everyone at the hearing a chance to speak and present written statements. The council also considered reports and recommendations of the city staff and planning commission. The council tabled action on the development request until May 14, 2001.

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

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the city's comprehensive plan and code of ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.

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

Approval is subject to the following conditions:

1. All construction shall follow the plans date-stamped March 12, 2002 except for the following changes:
 - a. Revising the grading and site plans to show:
 - (1) No grading or ground disturbance in the park dedication area and in the wetland and stream buffer areas except:
 - (a) As allowed by the watershed district.
 - (b) For the utilities, trails and footbridge.
 - (2) The required trails and sidewalks.
 - (3) Revised storm water pond locations and designs as suggested or required by the watershed district or city engineer. The ponds shall meet the city's design standards.
 - (4) The developer minimizing the loss or removal of natural vegetation including keeping and protecting the grove of coniferous trees (pines) (an area of natural significance) that is in and near the south side of the stream corridor near the rear of proposed buildings 26-34.

- (5) All driveways at least 20 feet wide. If the developer wants to have parking on one side of a driveway, then that driveway must be at least 28 feet wide.
- (6) All parking stalls with a width of at least nine feet and a length of at least 18 feet.
- c. The developer deeding the area labeled “Park Dedication” on the plans to the City of Maplewood. This dedication is to help protect the most sensitive natural features on the site and would protect this part of the site from building, fences, mowing, cutting, filling, grading, dumping or other ground disturbances. This dedication also would help ensure the natural linear or corridor aspect of the site (primarily around the stream) main as it is now. The Parks and Recreation Director shall approve the land or the area(s) for dedication to the city.

The city shall use the Greenways grant from the DNR, while matching the state dollars with city open space money, (as is required) to buy the protected area along the stream and wetlands labeled as Park Dedication on the plan dated March 12, 2002.

The city council may approve major changes to the plans. The director of community development may approve minor changes.

- 2. The proposed construction must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
- 3.* Have the city engineer approve final construction and engineering plans. These plans shall:
 - a. Include grading, utility, drainage, erosion control, streets, trails, sidewalks, tree, driveway and parking lot plans.
 - b. Show no grading or ground disturbance (except where utilities or trails are installed) in the:
 - (1) Required wetland and stream buffer areas.
 - (2) Park Dedication area. This land will be for city park and open space purposes. The developer and contractors shall protect the park dedication area, including the grove of coniferous trees (pines) (an area of natural significance) that is in and near the south side of the stream corridor, from encroachment from equipment, grading or filling.

City-required trails are allowed in the buffer and park dedication areas.

- c. Include a storm water management plan for the proposal.
- d. Include a coordinated plan with the public works department for the design and

installation of the sanitary sewer lines or for the repair or realignment of the existing sanitary sewer line that runs through the site.

4. The design of the ponds shall meet Maplewood's design standards and shall be subject to the approval of the city engineer. If needed, the developer shall be responsible for getting any off-site pond and drainage easements.
5. The developer or contractor shall:
 - a. Complete all grading for the site drainage and the ponds, complete all public improvements and meet all city requirements.
 - b.* Place temporary orange safety fencing and signs at the grading limits.
 - c. Install permanent signs around the edge of the wetland buffer easements. These signs shall mark the edge of the easements and shall state there shall be no mowing, vegetation cutting, filling or dumping.
 - d. Install survey monuments along the wetland boundaries.
 - e. Remove any debris, junk or fill from the wetlands, stream corridor, park dedication area and site.
 - f. Install a six-foot-wide concrete sidewalk along the south side of Maryland Avenue between Sterling Street and the west property line of the site. The developer's engineer shall show this sidewalk on the grading and construction plans. The city engineer shall approve the details of these plans.
 - g. Construct an eight-foot-wide paved public walkway and two-rail split-rail fencing in the following locations:
 - (1) From Private Driveway A in the west side of the site between Lots 8 and 9 to near the stream in the center of the site.
 - (2) From Private Driveway D in the east side of the site, between Lots 21 and 22 to near the stream in the center of the site.

The trail must have a surface that is not impervious when the trail is in a wetland or stream buffer area. The developer's engineer shall design the trails to follow the existing property contours and proposed utility corridors to save as many trees as possible and to minimize the amount of grading necessary to install the trails.

- b. Restore all disturbed areas within the stream corridor and park dedication area with a native seed mix approved by the watershed district and by the city engineer.

- 6.* The developer shall give the city wetland easements over the wetlands and the stream. The easements shall cover the wetlands and any land within 50 feet surrounding a wetland. The easements also shall cover the stream and any land within 50 feet of the top of the stream bank. These easements shall prohibit any building, mowing, cutting, filling or dumping within fifty feet of the wetland and the stream or within the wetland itself. The purpose of this easement is to protect the water quality of the wetlands and the stream from fertilizer and to protect the wetland and stream habitat from encroachment.
2. The approved setbacks for the principal structures in the Beaver Lake Townhome PUD shall be:
- a. Front-yard setback (from a private driveway): minimum - 20 feet, maximum - 35 feet
 - b. Front-yard setback (public side street): minimum - 25 feet, maximum - 40 feet
 - c. Rear-yard setback: none
 - d. Side-yard setback (town houses): minimum - 5 feet to a property line and 10 feet minimum between buildings
 - e. Side yard setbacks (apartments): 20 feet minimum between buildings
8. This approval does not include the design approval for the townhomes or for the apartments. The project design plans, including architectural, site, lighting, tree and landscaping plans, shall be subject to review and approval of the community design review board (CDRB). The projects shall be subject to the following conditions:
- a. Meeting all conditions and changes as required by the city council.
 - b. The buildings in the shoreland district shall have a maximum height of 25 feet (unless the city council approves taller structures).
 - c. The developer shall design the structures to reduce their visibility from the lake. This shall include using vegetation, topography, increased setbacks, color or other means to accomplish the screening. The city may require additional vegetation to help screen these facilities.
 - d. For the driveways:
 - (1) Minimum width - 20 feet.
 - (2) Maximum width - 28 feet.

- (3) All driveways less than 28 feet in width shall be posted for “No Parking” on both sides. Driveways at least 28 feet wide may have parking on one side and shall be posted for no parking on one side.
- e. Showing all changes required by the city as part of the conditional use permit for the planned unit development (PUD).
- 9. The city shall not issue any building permits for construction on an outlot (per city code requirements). The developer must record a final plat to create buildable lots for any outlot in the preliminary plat before the city will issue a building permit.
- 10. The developer paying the city \$94,000 in Park Availability Charges (PAC fees) for this development.
- 11. The city council shall review this permit in one year.

Seconded by Councilmember Wasiluk

Ayes-All

Councilmember Koppen moved to adopt the following resolution approving a street right-of-way and easement vacations for the Beaver Lake Townhomes (Lakewood Drive and Maryland Avenue):

**RESOLUTION 02-05-099
STREET RIGHT-OF-WAY VACATION RESOLUTION**

WHEREAS, Mr. Tony Emmerich, representing the AJE Companies, applied for the vacation of the following described street right-of-ways:

- 1. That part of the Sterling Street right-of-way as a roadway easement according to the document filed with Ramsey County lying within the West 25 feet of the East 58 feet of Lot 5, Block 2, Beaver Lake Addition.
- 2. That part of Magnolia Avenue (formerly known as Cherry Avenue) as platted in Beaver Lake Addition lying between the east right-of-way line of Lakewood Drive (the west line of Lot 8, Block 2, Beaver Lake Addition extended south) and the east property line of Lot 7, Block 2, Beaver Lake Addition extended south.

All in Section 25, Township 29, Range 22 in Ramsey County.

WHEREAS, the history of these vacations is as follows:

- 1. On April 15, 2002, the planning commission recommended that the city council approve these street vacations.

2. On May 28, 2002, the city council held a public hearing. City staff published a notice in the Maplewood Review and sent notices to the abutting property owners. The Council gave everyone at the hearing a chance to speak and present written statements. The council also considered reports and recommendations from the city staff and planning commission. The council tabled action on the development request until May 14, 2001.

WHEREAS, after the city approves this vacation, public interest in the property will go to the following abutting properties:

1. Lot 5, Block 2, Beaver Lake Addition (PIN 25-29-22-21-0010)
2. Lots 7 and 8, Block 2, Beaver Lake Addition (PIN 25-29-22-21-0011)
3. The North 161.83 feet of the West 1/4 of the SE 1/4 of the NW 1/4 (subject to roads) of Section 25, Township 29, Range 22 (1070 Lakewood Drive North) (PIN 25-29-22-24-0072)
4. Except the North 290.66 feet of the West 1/2 North 677.06 feet of the West 1/2 of the SE 1/4 of the NW 1/4 (Subject to roads and easement) in SEC 25, TN 29, RN 22 (PIN 25-29-22-24-0073)

All in Section 25, Township 29, Range 22, Maplewood, Ramsey County, Minnesota.

NOW, THEREFORE, BE IT RESOLVED that the city council approved the above-described vacation since it is in the public interest based on the following reasons:

2. The adjacent properties have adequate street access.
3. These right-of-ways are not needed for the public purpose of street construction.
4. The developer will be building private streets and driveways in the project.

RESOLUTION 02-05-100
EASEMENT VACATION RESOLUTION

WHEREAS, Mr. Tony Emmerich, representing the AJE Companies, applied for the vacation of the following-described easements:

That part of the following sanitary sewer easement according to document number 1504484 lying within Lots 7 and 8, Block 2, Beaver Lake Addition, described as follows:

Beginning on the West line of the Northeast quarter of the Northwest quarter of Section 25, Township 29, Range 22, a distance of 603 feet South of the Northwest corner of said Northeast quarter of Northwest quarter; thence East 153 feet; thence South 185 feet; thence South 85 degrees, 03 minutes East 172.9 feet; thence South 1 degree 38 minutes 30 seconds West a distance of 80 feet; thence South 88 degrees 21 minutes, 30 seconds East a distance of 170.25 feet more or less to a point on the West line of the 50 foot sewer easement hereinafter

described, all of the foregoing being over Lot 8, Block 1 and Lots 7 and 8, Block 2, Beaver Lake Addition.

All lying south of Maryland Avenue and between Lakewood Drive and Sterling Street in Section 25, Township 29, Range 22, Maplewood, Minnesota.

WHEREAS, the history of this vacation is as follows:

1. On April 15, 2002, the planning commission recommended that the city council approve these vacations.
2. On May 28, 2002, the city council held a public hearing. The city staff published a notice in the Maplewood Review and sent a notice to the abutting property owners. The council gave everyone at the hearing a chance to speak and present written statements. The council also considered reports and recommendations from the city staff and planning commission. The council tabled action on the development request until May 14, 2001.

WHEREAS, after the city approves these vacations, public interest in the property will go to the following abutting property:

Lot 8, Block 1, Beaver Lake Addition and Lots 7 and 8, Block 2, Beaver Lake Addition (PIN 25-29-22-21-0011)

All in Section 25, Township 29, Range 22, Ramsey County, Minnesota

NOW, THEREFORE, BE IT RESOLVED that the city council approve the above-described vacations for the following reasons:

1. It is in the public interest.
2. The city and the adjacent property owners have no plans to build a street or utilities in these locations.
3. The adjacent properties have access to public streets and utilities.

Seconded by Councilmember Collins

Ayes-All

Councilmember Koppen moved to adopt the preliminary plat for Beaver Lake Townhome development on the south side of Maryland Avenue between Sterling Street and Lakewood Drive. The developer shall complete the following before the city council approves the final plat:

1. Sign an agreement with the city that guarantees that the developer or contractor will:

- a. Complete all grading for overall site drainage, complete all public improvements and meet all city requirements.
- b.* Place temporary orange safety fencing and signs at the grading limits.
- c. Have Xcel Energy install Group V rate street lights in at least 15 locations - primarily at street and driveway intersections and street or driveway curves. The exact style and location shall be subject to the city engineer's approval.
- d. Pay the city for the cost of traffic-control, street identification and no parking signs.
- e. Provide all required and necessary easements.
- f. Cap, seal and abandon any wells that may be on the site, subject to Minnesota rules and guidelines.
- g. Complete and replace as necessary all curb and gutter on Sterling Street and on Maryland Avenue. This is to replace the existing driveways and driveway aprons on these streets. This shall include the repair of the pavement and the restoration and sodding of the boulevards.
- h. For the trails and sidewalks, complete the following:
 - (1) Construct an eight-foot-wide paved public walkway and two-rail split-rail fencing in the following locations:
 - a. From Private Drive A in the west side of the site between Lots 8 and 9 to near the stream in the center of the site.
 - b. From Private Drive D in the east side of the site, between Lots 21 and 22 to near the stream.

All trails between lots shall be in a publicly-owned pedestrian way or outlot.
 - (2) The developer also shall build a six-foot-wide sidewalk along the south side of Maryland Avenue between Sterling Street and the west property line of the site.
 - (3) The developer shall install a two-rail split-rail fence on both sides of each trail and posts at the end of the trails to prevent motorized vehicles from using the trail.
 - (4) The developer shall build the trails, sidewalks and fencing with the driveways and streets before the city approves a final plat.
 - (5) The city engineer must approve these plans.

- i. Install permanent signs around the edge of the wetland and stream buffer easements. These signs shall mark the edge of the easements and shall state there shall be no mowing, vegetation cutting, filling, grading or dumping beyond this point. City staff shall approve the sign design and location before the contractor installs them. The developer or contractor shall install these signs before the city issues building permits in this plat.
 - j. Install survey monuments along the wetland boundaries.
 - k. Install survey monuments and signs along the edges of the area labeled “Park Dedication.” These signs shall explain that the area beyond the signs is a public park area and that there shall be no building, fences, mowing, cutting, filling, dumping or other ground disturbance in that area. The developer or contractor shall install these signs before the city issues building permits in this plat.
 - b. Install signs where the driveways for the apartments and for the town houses intersect the public streets indicating that they are private driveways.
- 2.* Have the city engineer approve final construction and engineering plans. These plans shall include grading, utility, drainage, erosion control, tree, trail, sidewalk, driveway and street plans. The plans shall meet the following conditions:
- a. The erosion control plans shall be consistent with the city code.
 - b. The grading plan shall show:
 - (1) The proposed building pad elevation and contour information for each building site. The lot lines on this plan shall follow the approved preliminary plat.
 - (3) Contour information for all the land that the construction will disturb.
 - (4) Building pads that reduce the grading on site where the developer can save large trees.
 - (5) The street, driveway and trail grades as allowed by the city engineer.
 - (5) All proposed slopes on the construction plans. The city engineer shall approve the plans, specifications and management practices for any slopes steeper than 3:1. On slopes steeper than 3:1, the developer shall prepare and implement a stabilization and planting plan. These slopes shall be protected with wood fiber blanket, be seeded with a no-maintenance vegetation and be stabilized before the city approves the final plat.

- (6) All retaining walls on the plans. Any retaining walls taller than four feet require a building permit from the city. The developer shall install a protective rail or fence on top of any retaining wall that is taller than four feet.
- (2) Sedimentation basins or ponds as required by the watershed board or by the city engineer.
- (3) No grading beyond the plat boundary without temporary grading easements from the affected property owner(s).
- (4) Additional information for the property south of the project site. This shall include elevations of the existing ditch, culverts and catch basins and enough information about the storm water flow path from the proposed ponds.
- (5) Emergency overflows between Lots 8 and 9, Lots 21 and 22 and south of proposed building 42 (out of proposed ponds 1, 3 and 4). The overflow swales shall be protected with permanent soil-stabilization blankets.
- (11) Restoration in the stream corridor and park dedication area being done with native seed mix or vegetation as approved by the city engineer and by the watershed district.

c.* The tree plan shall:

- (1) Be approved, along with the landscaping, by the Community Design Review Board (CDRB) before site grading or final plat approval.
- (2) Show where the developer will remove, save or replace large trees. This plan shall include an inventory of all existing large trees on the site.

- (3) Show the size, species and location of the replacement and screening trees. The deciduous trees shall be at least two and one half (2 ½) inches in diameter and shall be a mix of red and white oaks, ash, lindens, sugar maples or other native species. The coniferous trees shall be at least eight (8) feet tall and shall be a mix of Black Hills Spruce, Austrian pine and other species.
- (4) Show no tree removal in the buffer zones, park dedication areas or beyond the approved grading and tree limits.
- (5) Include for city staff a detailed tree planting plan and material list.
- (6) Group the new trees together. These planting areas shall be:
 - (a) near the ponding areas
 - (b) on the slopes
 - (c) along the trails
 - (d) along the east side of Lakewood Drive to screen the proposed buildings from Beaver Lake
 - (e) along the south side of the site (west of Sterling Street) to screen the development from the existing house to the south

The developer may use the tree groupings to separate the different types of residences.

- (7) Show the planting of at least 270 trees after the site grading is done.

d. The street, trail, sidewalk and utility plans shall show:

- (1) An eight-foot-wide paved public walkway and two-rail split-rail fencing in the following locations:
 - a. From Private Drive A in the west side of the site between Lots 8 and 9 to near the stream in the center of the site.
 - b. From Private Drive D in the east side of the site, between Lots 21 and 22 to near the stream.

The parks and recreation director shall approve their locations and design.

- (2) The public streets and driveways shall be a 9-ton design with a maximum street grade of eight percent and the maximum street grade within 75 feet of all intersections at two percent.
- (3) All the streets, parking areas and driveways with continuous concrete curb and gutter except where the city engineer decides that it is not needed for drainage purposes.

- (4) The removal of the unused driveways and driveway aprons and the completion of the curb and gutter on Sterling Street and on Maryland Avenue and the restoration and sodding of the boulevards.
 - (5) The coordination of the water main locations, alignments and sizing with the standards and requirements of the Saint Paul Regional Water Services (SPRWS). Fire flow requirements and hydrant locations shall be verified with the Maplewood Fire Department.
 - (6) All utility excavations located within the proposed right-of-ways or within easements. The developer shall acquire easements for all utilities that would be outside the project area.
 - (7) The plan and profiles of the proposed utilities.
 - (8) Details of the ponds and the pond outlets. The outlets shall be protected to prevent erosion.
 - (9) A coordinated sewer realignment and reconstruction plan. The city engineer must approve the sanitary sewer realignment plans.
 - (10) A six-foot-wide concrete sidewalk along the south side of Maryland Avenue between Sterling Street and the west property line of the site.
- e. The drainage plan shall ensure that there is no increase in the rate of storm water run-off leaving the site above the current (predevelopment) levels. The developer's engineer shall:
- (1) Verify inlet and pipe capacities.
 - (2) Have the city engineer verify the drainage design calculations.
3. Pay the costs related to the engineering department's review of the construction plans.
4. Change the plat as follows:
- a. Show drainage and utility easements along all property lines on the final plat. These easements shall be ten feet wide along the front and rear property lines and five feet wide along the side property lines.
 - b. Show the wetland boundaries on the final plat as approved by the watershed district.
 - c. Show the park dedication boundary and area on the final plat.
 - d. Make as many of the property lines as is reasonably possible radial to the cul-de-sacs or perpendicular to the driveways and street right-of-ways.
 - e. Show street names for the driveways as follows:
 - (1) Private Driveway A in the west one-half of the site shall be called "Beaver Creek Parkway."
 - (2) Private Driveway B in the west one-half of the site shall be called "Beaver Creek Lane."
 - (3) Private Driveway D in the east one-half of the site shall be called "Sterling Circle."

(4) Private Driveway E in the east one-half of the site shall be called "Sterling Lane."

f. Show the existing pipelines and pipeline easements on the final plat.

g. If necessary, increase the lot widths for the lots next to the pipeline to ensure that the building pads will be at least 100 feet away from the pipeline. (code requirement)

h. Label the common areas as outlots.

B. Show the trails in publicly owned property or easements.

j. Show the area between buildings 8 and 9 and buildings 21 and 22 as separate outlots and dedicate each of these to the city.

5. Secure and provide all required easements for the development. These shall include:

C. Any off-site drainage and utility easements.

D. Wetland and stream easements over the wetlands and any land within 50 feet surrounding a wetland and a stream. The easement shall prohibit any building or structures within 50 feet of the wetland or stream or any mowing, cutting, filling, grading or dumping within 50 feet of the stream, wetland or within the wetland itself.

c. A stream buffer easement that is at least 50 feet wide on each side of the stream that crosses the site. The easement shall prohibit any building, structures or any mowing, filling, cutting, grading or dumping within 50 feet of the ordinary high water mark (OHWM) of the stream.

The purpose of these easements is to protect the water quality of the stream and wetlands from fertilizer and runoff. They also are to protect the stream and wetland habitat from encroachment.

d. Any easements the city needs for the realignment of the sanitary sewer through the site.

6. Sign a developer's agreement with the city that guarantees that the developer or contractor will:

a. Complete all grading for overall site drainage, complete all public improvements and meet all city requirements.

b.* Place temporary orange safety fencing and signs at the grading limits.

c. Provide for the repair of Lakewood Drive, Maryland Avenue and Sterling Street (street, curb and gutter and boulevard) after the developer connects to the public utilities and builds the driveways.

d. Work with the city as necessary for the realignment of the sanitary sewer through the site. This sewer project also will require an assessment agreement between the developer and the city to compensate the city for the benefit that the developer receives from the city sewer construction.

7. Record the following with the final plat:

- a. All homeowners' association documents.
 - b. A covenant or deed restriction that prohibits any additional driveways (besides the one new driveway shown on the project plans) from going onto Lakewood Drive and onto Maryland Avenue.
 - c. A deed restriction prohibiting the construction of a dwelling or its attachments within 100 feet of the Williams Brothers pipeline. This affects Lots 1 through 3, Lots 19 through 24 and buildings 41 and 42 of the proposed preliminary plan the city received on March 12, 2002. The developer also shall notify the purchasers of the pipeline location.
 - d. A deed dedicating a stream buffer easement (50 feet from the top of each stream bank) for the stream that crosses the site.
 - e. Deeds for the stream and wetland buffer easements surrounding the stream and the wetlands.
 - f. A covenant or deed restriction that prohibits any further subdivision or splitting of the lots or parcels in the plat that would create additional building sites unless approved by the city council.
- E. A deed that transfers the ownership of the park dedication area to Maplewood.
- F. Deeds that transfer the ownership of the outlots between buildings 8 and 9 and buildings 21 and 22 to the city.

The applicant shall submit the language for these dedications and restrictions to the city for approval before recording.

- 8. Submit the homeowners' association bylaws and rules to the Director of Community Development. These are to assure that there will be one responsible party for the maintenance of the private utilities, driveways and structures.
- 9. Show the wetland boundaries on the plat as approved by the Watershed District. A trained and qualified person must delineate the wetlands. This person shall prepare a wetland delineation report. The developer shall submit this wetland information to the Watershed District office. The Watershed District must approve this information before the city approves a final plat. If needed, the developer shall change the plat to meet wetland regulations.
- 10. The developer shall complete all grading for public improvements and overall site drainage. The city engineer shall include in the developer's agreement any grading that the developer or contractor has not completed before final plat approval.
- 11. Obtain a permit from the Ramsey-Washington Metro Watershed District for grading.

If the developer decides to final plat part of the preliminary plat, the director of community development may waive any conditions that do not apply to the final plat.

*The developer must complete these conditions before the city issues a grading permit or approves the final plat.

Seconded by Councilmember Collins

Ayes-Mayor Cardinal, Councilmembers
Collins, Koppen, Wasiluk
Nays-Councilmember Juenemann

Councilmember Koppen moved to adopt the following resolution approving the on street parking standards for the Beaver Lake Townhome development:

**RESOLUTION 02-05-101
NO PARKING RESOLUTION**

WHEREAS, Maplewood has approved a residential PUD and preliminary plat known as Beaver Lake Townhomes.

WHEREAS, the developer wants to have reduced street right-of-way widths, reduced street pavement widths and reduced private driveway widths in this development.

WHEREAS, the city has approved reduced street right-of-way widths, reduced street pavement widths and reduced driveway widths in the development, subject to on-street parking restrictions.

WHEREAS, Section 29-52(b) of the city code allows variations from the city code standards if they do not affect the general purpose of the city code.

NOW, THEREFORE, IT IS HEREBY RESOLVED that Maplewood prohibits the parking of motor vehicles on both sides of all public streets and driveways less than 28 feet wide and prohibits parking on one side of the public streets and driveways that are 28 feet to 32 feet wide in the Beaver Lake Townhome PUD south of Maryland Avenue between Sterling Street and Lakewood Drive in Section 25-29-22.

Seconded by Councilmember Collins

Ayes-Mayor Cardinal, Councilmembers
Collins, Wasiluk, Koppen
Nays-Councilmember Juenemann

Councilmember Koppen moved to authorize city staff to spend up to \$400,000 of the open space funds for the 8.9 acres which would include the \$150,00 matching grant form the DNR Greenways Program. Staff was also directed to make the developer aware that the city would like to see his participation in the open space program.

Seconded by Councilmember Collins

Ayes-All

**MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, JULY 9, 2002**

I. CALL TO ORDER

Chairperson Ledvina called the meeting to order at 6:00 p.m.

II. ROLL CALL

Matt Ledvina	Present
Craig Jorgenson	Present
Diana Longrie-Kline	Present
Linda Olson	Present
Ananth Shankar	Absent

Staff Present: Shann Finwall, Associate Planner
 Lisa Kroll, Recording Secretary

VI. DESIGN REVIEW

b. Beaver Lake Townhomes – South of Maryland Avenue, between Sterling Street and Lakewood Drive

Ms. Finwall outlined the details of the Beaver Lake Townhomes. The development will include 40 single-family detached townhomes and 108 rental units in eleven 8-unit and five four-unit buildings. Staff recommends approval of the design review of Beaver Lake Townhomes with conditions as outlined in the staff report.

Larry Olson of LSJ Engineering addressed the board. He presented to the board drawings of the renditions of the townhomes that homeowners could choose from.

Doug Moe, architect for the Beaver Lake Apartments addressed the board. He stated the smallest building will be 4 units and will have one and two bedrooms. The larger units will have two and three bedrooms. Mr. Moe showed board members the drawings and color schemes of the apartment buildings.

Chairperson Ledvina asked the applicant why the brick wainscoting was not continued along the front elevation of the apartments.

Ms. Finwall said originally the applicant did not have any brick. Staff recommended adding brick to tie the buildings in with the townhomes. The developer submitted revised plans showing brick wainscoting along a portion of the front elevations and on the garage elevations.

Board member Olson asked staff if there was going to be a revised light plan revision submitted?

Ms. Finwall said correct.

Chairperson Ledvina said he prefers the design of sample "B" compared to the design of sample "A" regarding the floor plans for the townhomes. He thinks there should be a two-foot return on the side elevations of the townhomes. He feels it gives a much nicer appearance in his opinion. He likes the design of the multi tenant buildings. He would like to incorporate the brick design on the entire elevation and have it be continuous around the whole building.

Board member Olson said she prefers the brick to stop at the corner and not be a two-foot wrap around on the townhomes. She has a concern about the side elevation with only one window. Perhaps landscaping could be added to that side to dress up the expansion.

Board member Jorgenson said he likes the brick idea on both projects. It adds a lot to the structure and saves maintenance on the exterior of the building. He likes the various alternatives the applicant would be offering to the potential homeowner. It will be a nice mix he said.

Board member Olson said she thinks it should be up to the potential homeowner if they want brick wrapped around the building or not.

Board member Longrie-Kline agreed that she liked the design of the buildings and the alternatives in the townhome designs for the potential homeowners. She doesn't have a preference for the brick on the buildings. In her opinion she thinks it looks fine either way. Having more brick on the structures would make for a more consistent community with the townhomes and apartment buildings.

Mr. Moe said adding more brick adds to the cost of the project. Mr. Moe said the one-bedroom units are about 800 square feet, the two bedroom units are about 1,100 square feet, and the three bedroom units are about 1,300 square feet in size.

Chairperson Ledvina said he can appreciate the concern about the additional price of adding brick. Brick would actually save on the siding of the apartment buildings in the long haul and aesthetically it would be more pleasing. It is a very small percentage of cost to be added.

Board member Olson said that the apartment with two or more bedrooms will attract people with children and this could save on the exterior of the building having brick on it as opposed to just vinyl siding. She would agree with chairperson Ledvina in his statements.

Board member Jorgenson moved to approve the project design plans (architectural, landscaping and lighting plans) for the Beaver Lake Townhouses (dated June 19, 2002). The city bases this approval on the findings required by the code. The developer or contractor shall do the following: **(changes are in bold)**

1. Repeat this review in two years if the city has not issued a building permit for this project.

2. Complete the following before the city issues a building permit:
 - a. Have the city engineer approve final construction and engineering plans. These plans shall include the grading, utility, drainage, erosion control, tree, trail, sidewalk and driveway and parking lot plans. The plans shall meet the following conditions and requirements of the assistant city engineer and the following:
 - (1) The erosion control plans shall be consistent with the city code.
 - (2) The grading plan shall show:
 - (a) The proposed building pad elevation and contour information for each building site. The lot lines on this plan shall follow the approved preliminary plat.
 - (b) Contour information for all the land that the construction will disturb.
 - (c) Building pads that reduce the grading on site where the developer can save large trees.
 - (d) The street, driveway and trail grades as allowed by the city engineer.
 - (e) All proposed slopes on the construction plans. The city engineer shall approve the plans, specifications and management practices for any slopes steeper than 3:1. On slopes steeper than 3:1, the developer shall prepare and implement a stabilization and planting plan. These slopes shall be protected with wood fiber blanket, be seeded with a no maintenance vegetation and be stabilized before the city approves the final plat.
 - (f) All retaining walls on the plans. Any retaining walls taller than four feet require a building permit from the city. The developer shall install a protective rail or fence on top of any retaining wall that is taller than four feet.
 - (g) Sedimentation basins or ponds as required by the watershed board or by the city engineer.

- (h) No grading beyond the plat boundary without temporary grading easements from the affected property owner(s).
- (i) No grading or ground disturbance (except where utilities or trails are installed) in the:
 - 1. Required wetland and stream buffer areas.
 - 2. Park dedication area. This land will be for city park and open space purposes.

The developer and contractors shall protect the park dedication area, including the grove of coniferous trees (pines) (an area of natural significance) that is in and near the south side of the stream corridor, from encroachment from equipment, grading or filling.

City-required trails are allowed in the buffer and park dedication areas.

- (j) Additional information for the property south of the project south of the project site.

This shall include elevations of the existing ditch, culverts and catch basins and enough information about the storm water flow path from the proposed ponds.

- (k) Emergency overflows between Lots 8 and 9, Lots 21 and 22 and south of proposed building 42 (out of proposed ponds 1,3, and 4). The contractor shall protect the overflow swales with permanent soil-stabilization blankets.

- (l) Restoration in the stream corridor and park dedication area being done with native seed mix or vegetation as approved by the city engineer and by the watershed district.

- (m) No grading or ground disturbance in the park dedication area and in the wetland and stream buffer areas except:

- 1. As allowed by the watershed district.
- 2. For the utilities, trails and footbridge.

- (n) The required trails and sidewalks.
 - (o) Revised storm water pond locations and designs as suggested or required by the watershed district or city engineer. The ponds shall meet the city's design standards.
- (3) A detailed tree planting plan and material list, which shall:
- (a) Show where the developer or contractor will remove, save or replace large trees.
 - (b) Show the size, species and location of the replacement and screening trees. The new screening trees shall be grouped together and shall include the planting of additional native evergreens and shrubbery on the site to provide additional screening and privacy between the proposed townhouses and the single dwellings to the south as well as screening from the proposed apartment buildings and Beaver Lake. The screening evergreens should include Austrian Pine, Black hills Spruce, Eastern Red Cedar and Eastern Arborvitae. Plant the additional screening evergreens and shrubbery as follows:
 - 1. Along the south property line, adjacent the detached townhouses, to at least the west edge of Sterling Lane. Evergreens planted in this area shall be at least six (6) feet high and planted in a staggered row. Overall plantings within this area shall produce an 80 percent opaque screening from the townhouses and the adjacent single family dwelling to the south.
 - 2. **Along the west property line, adjacent the apartment buildings, to the south property line. Evergreens and shrubbery in this area shall be planted in a manner that helps reduce the visibility of the apartments from Beaver Lake.**
 - (c) All new and replacement deciduous trees shall be at least two and one half (2½) inches in diameter and shall be a mix of red and white oaks, ash, lindens, sugar maples, or other native species. All replacement evergreens shall be at least eight (8)

feet tall and all new evergreens shall be at least (6) feet tall, excluding the new evergreens planted on west property line as noted above.

- (d) Show no tree removal beyond the approved grading and tree limits.
 - (e) Show the planting of at least 270 new trees after the site grading is done.
- (4) All the parking areas and driveways shall have continuous concrete curb and gutter.
- (5) The site, street, driveway, sidewalk and utility plans shall show:
- (a) A six foot-wide concrete sidewalk along the south side of Maryland Avenue between Sterling Street and the west property line of the site. The public works director shall approve the location and design of the sidewalk.
 - (b) A water service to each detached housing unit.
 - (c) The repair of Maryland Avenue and Sterling Street (street and boulevard) after the developer connects to the public utilities and builds the private driveways. This shall include replacing all unused existing driveways and curb cuts.
 - (d) The coordination of the water main locations, alignments and sizing with the standards and requirements of the Saint Paul Regional Water Services (SPRWS). Fire-flow requirements and hydrant locations shall be verified with the Maplewood Fire Department.
 - (e) The plan and profiles of the proposed utilities.
 - (f) All private roads at least 20 feet wide. If the developer wants to have parking on one side of a private road, then that private road must be at least 28 feet wide.
 - (g) All private roads less than 28 feet in width shall be posted for "No Parking" on both sides. Private roads at least 28 feet wide may have parking on one side and shall be posted for no parking on one side.

- (h) All parking stalls with a width of at least nine feet and a length of at least 18 feet.
- b. Submit a certificate of survey for all new construction and have each building staked by a registered land surveyor.
- c. Revise the landscape plan for city staff approval showing:
 - (1) A variety of shrubs planted within the ponding areas and along the proposed trails between buildings 8 and 9 and buildings 21 and 22. These should include Alpine Current, Yew, Glossy Black Choke Berry, American Cranberry (short cultivar), Purple Leaf Sand Cherry and Dogwood.

These plantings are to provide a variety of colors and textures on the site and to provide separation between uses.
 - (2) All lawn areas shall be sodded. The city engineer shall approve the vegetation within the ponding areas and on the steep slopes. On slopes steeper than 3:1, the developer shall prepare and implement a stabilization and planting plan. These slopes shall be protected with a wood fiber blanket, be seeded with a no maintenance vegetation and be stabilized before the city approves the final plat.
 - (3) Having in-ground irrigation for all landscape areas (code requirement).
 - (4) The restoration of all disturbed areas within the stream corridor and park dedication area with a native seed mix approved by the watershed district and by the city engineer.
- d. Show city staff that Ramsey County has recorded the deeds and all homeowner's association documents for this development before the city will issue a certificate of occupancy for the first town house unit.
- e. Submit a photometric plan for staff approval as required by the city code.
- f. **Submit revised building elevations as follows:**
 - (1) **Apartment building elevations showing the brick wainscoting extending around the entire building.**

4. If the contractor has not completed any required work, the city may allow temporary occupancy if:
 - a. The city determines that the work is not essential to the public health, safety or welfare.
 - b. The city receives cash escrow or an irrevocable letter of credit for the required work.
The amount shall be 150 percent of the cost of the unfinished work. Any unfinished landscaping shall be completed by June 1 if the building is occupied in the fall or winter, or within six weeks of occupancy if the building is occupied in the spring or summer.
 - c. The city receives an agreement that will allow the city to complete any unfinished work.
5. All work shall follow the approved plans. The director of community development may approve minor changes.

Board member Olson seconded.

Ayes – Jorgenson, Ledvina,
Longrie-Kline, Olson

The motion passed.

MINUTES
MAPLEWOOD CITY COUNCIL
6:30 p.m., Monday, May 11, 2009
Council Chambers, City Hall
Meeting No. 10-09

J. UNFINISHED BUSINESS

1. Conditional Use Permit Review – Beaver Lake Town Houses, Maryland Avenue and Lakewood Drive

- a. Planner, Michael Martin gave the report and answered questions of the council.
- b. Assistant City Manager, Public Works Director, Chuck Ahl answered questions of the council.
- c. Maplewood Fire Chief, Steve Lukin answered questions of the council.

Mayor Longrie asked if anyone wanted to come forward and address the council.

- 1. Bill Schriener, 1098 Beaver Creek Parkway, Maplewood.

Councilmember Hjelle moved to recommend a 3-month review for the Beaver Lake Town Houses at Maryland Avenue and Lakewood Drive to be brought back to the council regarding the outstanding issues on erosion, garbage and restoration.

Seconded by Councilmember Juenemann.

Ayes – Mayor Longrie,
Councilmember Hjelle,
Juenemann & Nephew

Nays – Councilmember Rossbach

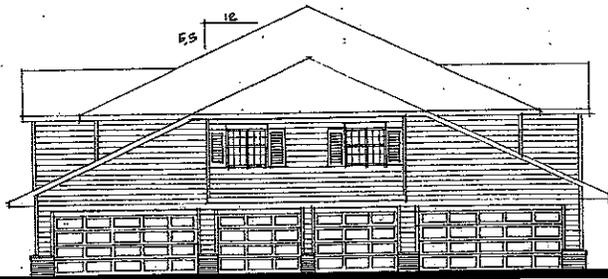
The motion passed.

Councilmember Nephew moved to authorize staff to administratively amend the CUP conditions of approval, permitting a 27'4" street width instead of a 28' wide street in order to allow parking on one side of the street.

Seconded by Councilmember Juenemann.

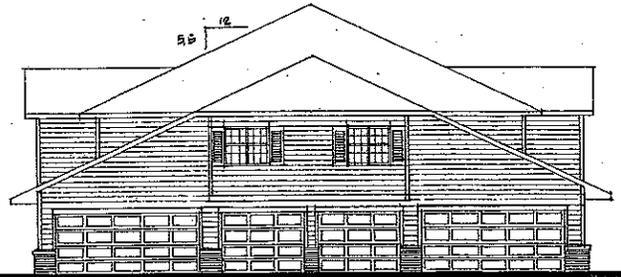
Ayes – All

The motion passed.



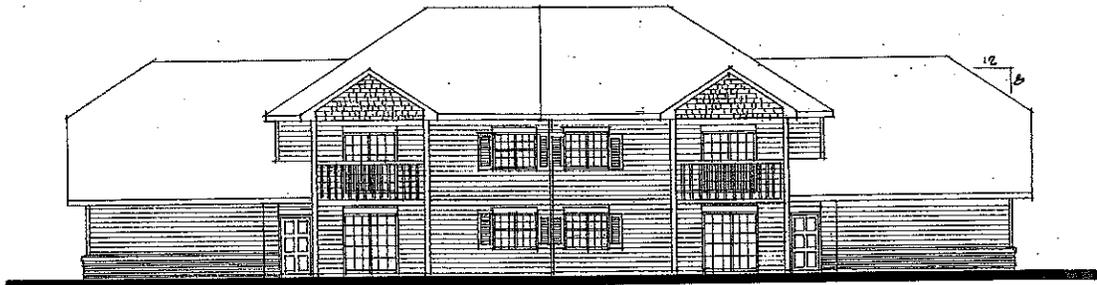
LEFT ELEVATION

1/8" = 1'-0"



RIGHT ELEVATION

1/8" = 1'-0" (LEFT ELEVATION SIM.)



FRONT ELEVATION

1/8" = 1'-0" (REAR ELEVATION SIM.)

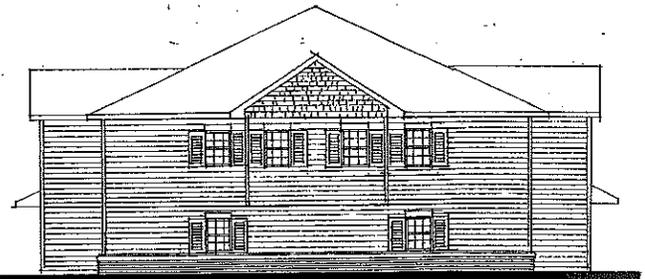
BLDGS. B-1, B-10, B-11



REAR ELEVATION

1/8" = 1'-0"

BLDGS. B-2, B-3, B-4, B-5, B-6

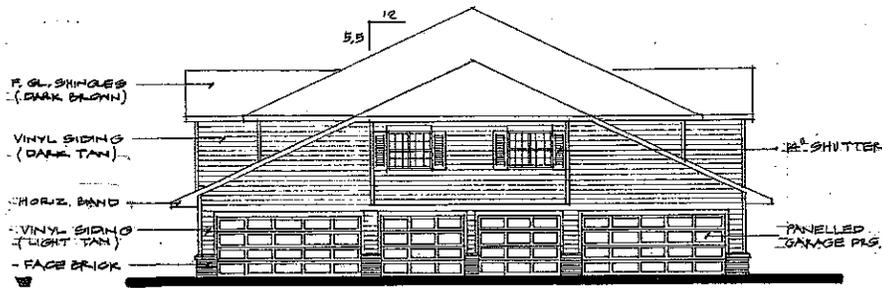


RIGHT ELEVATION

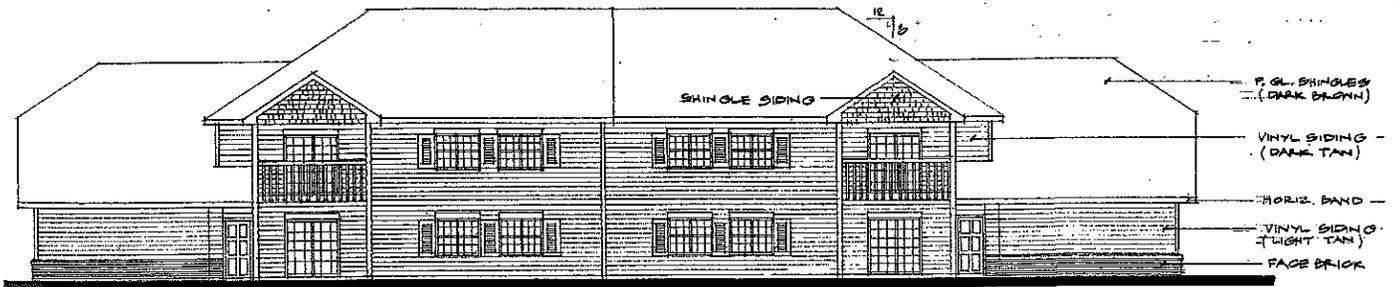
1/8" = 1'-0" (UNITS FACING STERLING ST.)

PROPOSED BUILDING ELEVATIONS



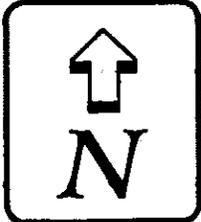


RIGHT ELEVATION
 1/8" = 1'-0" (LEFT ELEVATION SIM.)



FRONT ELEVATION
 1/8" = 1'-0" (REAR ELEVATION SIM.)
 BLDGS. B-7, B-8, B-9, B-12, B-13, B-14, B-15,

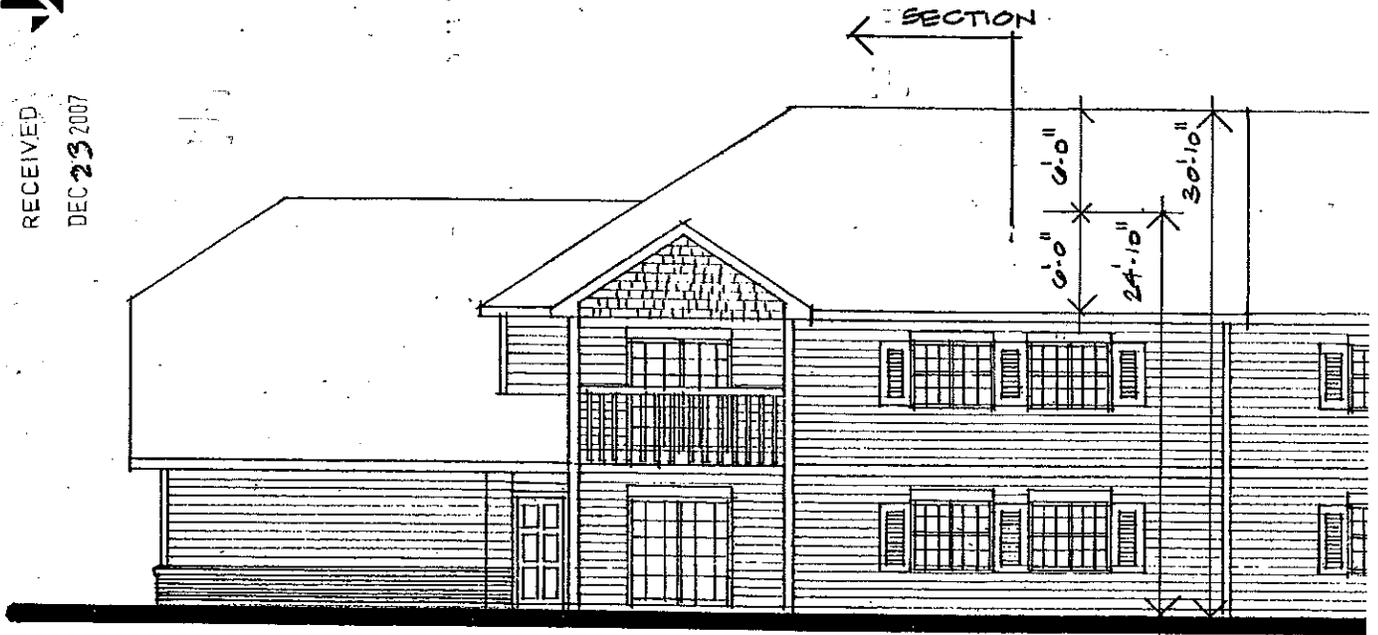
PROPOSED BUILDING ELEVATIONS





DOUGLAS A. MOE
ARCHITECTS
INCORPORATED

RECEIVED
DEC 23 2007



FRONT ELEVATION

1/8" = 1'-0" (REAR ELEVATION SIM.)

(TYPICAL ALL BLDGS.)

BEAVER LAKE APTS.

BUILDING ELEVATION DETAIL



AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Dep. Public Works Director
 Steven Love, Assistant City Engineer
SUBJECT: **Approve Entering into Contract for Implementation and Training for Civil 3D Software Update**
DATE: July 27, 2011

INTRODUCTION

The council will consider authorizing the Mayor and City Manager to enter into a contract for the implementation and training of Civil 3D for the Public Works Engineering department.

BACKGROUND

Land Desktop 2006 is the primary software program utilized by the Public Works Engineering department for the preparation of plans, design of projects, production of maps, drafting of easements, and other vital mapping tasks. This software is critical to the proper functioning of the Public Works Department.

Autodesk informed our IT department that as of April 1, 2012, Autodesk will no longer support Land Desktop 2006 and the current licenses will expire. Therefore, the need to upgrade to the latest version, called Civil 3D, is required.

Public Works and IT have since upgraded the necessary computers in preparation for the Civil 3D software upgrade to make sure all systems are able to support the new version software. Public Works and IT staff researched what it would take to successfully install the new software and train the staff on the new version. Due to the significant changes in how Land Desktop 2006 operates versus Civil 3D it was determined that a firm specializing in this area would need to be hired to install, customize the software/design templates, configure the system, setup data management protocols, provide product training, and provide product support.

Through research, three companies were found that meet the needs as defined by the request for proposal (RFP) that was developed for the implementation and training of Civil 3D. A total of three proposals were received and the following is a summary of costs to perform the work:

<u>Company</u>	<u>Base Cost</u>	<u>Tier One Support</u>	<u>Total with Tier One Support</u>
Managed Design	\$23,000.00 (1)	\$3,600 (2)	\$26,600 (2)
MasterGraphics	\$27,000.00	\$3,200	\$30,200
Imaginit Technologies	\$36,477.00	\$7,128	\$43,605

Note:

- (1) Assuming a \$4,000.00 discount for payment up front
- (2) Unlimited phone and web based technical support when selected as a preferred dealer through DLT Autodesk Licensing

Managed Design was the lowest proposal at \$26,600 which includes a \$4,000 discount for payment up front. Managed Design is a local company and is willing to provide the training either at the city facilities, through the use of their mobile training stations, or at their office in the classroom.

The Tier One Support Package includes 24 hours of on-site project assistance. Managed Design offers this service for \$3,600. This would be used after the standard training and implementation; for example if the firm was requested to come back to the city for additional training and technical assistance. Also, Managed Design was the only proposer to offer free unlimited phone and internet support when the Civil 3D license is connected to Managed Design. It has been verified with the IT department that licenses can be connected to Managed Design.

Managed Design is a local company with headquarters in Edina, MN. Their facility is equipped with training facilities and has the ability to provide mobile training facilities to meet the needs of the customers. Managed Design has provided similar services for the City of St. Paul, City of St. Louis Park, and the City of Bloomington. In checking with representatives of the City of St. Louis Park and the City of Bloomington, both cities have been very happy with the product and the continued support provided by Managed Design. A recommendation was received to retain some time for support after the initial training such as the Tier One Support, which was included in the RFP.

Staff recommends Managed Design be awarded the contract for the implementation and training for Civil 3D for the Public Works Engineering department. This recommendation is based on Managed Design being the low bid with the \$4,000 discount for payment up front, the competitive pricing for the Tier One Support, the ability to have unlimited phone and internet support, and the comments made by the references.

BUDGET

The \$26,600 cost is to be paid for out of the 2011 Public Works operating budget and was an anticipated expense.

RECOMMENDATION

It is recommended that the council authorize the Mayor and the City Manager to enter into a contract for services with Managed Design for the implementation and training of Civil 3D for the Public Works Department.

Attachments

1. Proposal from Managed Design
2. Proposal from MasterGraphics
3. Proposal from Imaginit Technologies

Project Cost Summary

The project is quoted based on a time and materials basis (days) estimated as follows:
Please note that we will offer a - \$4000 Discount if all services are paid in advance

RFP Response Tabulation

<u>CIVIL 3D COST TABULATION</u>		
PHASE 1: EXPLORATION AND PLANNING		\$ 1200
PHASE 2: CUSTOMIZATION AND PRODUCT OPTIMIZATION		\$ 9000
PHASE 3: CONFIGURATION AND DRAWING MANAGEMENT SETUP (VAULT)		\$ 1200
PHASE 4: TRAINING		
• CORE CONCEPTS CLASS FOR 5 STUDENTS (TECHNICIANS) (4 DAYS)		\$ 4800
• CORE CONCEPTS CLASS FOR 3 STUDENTS (ENGINEERS) (2 DAYS)		\$ 2400
• SURVEY FUNDAMENTALS CLASS FOR 4 STUDENTS (3 DAYS)		\$ 3600
• STYLES CREATION AND CADD MANAGEMENT CLASS FOR 4 STUDENTS (1 DAY)		\$ 1200
• AUTODESK MAP 3D CLASS FOR 2 STUDENTS (3 DAYS)		\$ 2400
• CIVIL 3D REFRESHER COURSE FOR 8 STUDENTS (1 DAY)		\$ 1200
	TOTAL	\$ 27,000
PHASE 5: SUPPORT		
• TIER ONE SUPPORT PACKAGE	FREE Technical Support is offered to any products on subscription and tagged to Managed Design as the preferred local reseller.	\$ FREE
• TIER TWO SUPPORT PACKAGE		\$ FREE
• TIER THREE SUPPORT PACKAGE		\$ FREE
PROJECT ASSISTANCE		
• TIER ONE SUPPORT PACKAGE		\$ 3600
• TIER TWO SUPPORT PACKAGE		\$ 4800
• TIER THREE SUPPORT PACKAGE		\$ 6000
ALTERNATE ITEMS		
• ALTERNATIVE TRAINING PROGRAM AS OUTLINED BY THE CONSULTANT		
DESCRIBE: _____		\$ _____
• ALTERNATIVE CONFIGURATION AND DRAWING MANAGEMENT SETUP		
DESCRIBE: _____		\$ _____
	TOTAL PROJECT	\$ _____
		<small>(TO BE COMPLETED BY CITY)</small>

Imaginit Technologies Proposal

Investment Summary

<u>CIVIL 3D COST TABULATION</u>	
PHASE 1: EXPLORATION AND PLANNING	\$ 1575.00
PHASE 2: CUSTOMIZATION AND PRODUCT OPTIMIZATION	\$ 11,025.00
PHASE 3: CONFIGURATION AND DRAWING MANAGEMENT SETUP (VAULT)	\$ 1575.00*
PHASE 4: TRAINING	
• CORE CONCEPTS CLASS FOR 5 STUDENTS (TECHNICIANS) (4 DAYS)	\$ 6822.00
• CORE CONCEPTS CLASS FOR 3 STUDENTS (ENGINEERS) (2 DAYS)	\$ 3411.00
• SURVEY FUNDAMENTALS CLASS FOR 4 STUDENTS (3 DAYS)	\$ 5116.50
• STYLES CREATION AND CADD MANAGEMENT CLASS FOR 4 STUDENTS (1 DAY)	\$ 1705.50
• AUTODESK MAP 3D CLASS FOR 2 STUDENTS (3 DAYS)	\$ 5116.50
• CIVIL 3D REFRESHER COURSE FOR 8 STUDENTS (1 DAY)	\$ 1705.50
TOTAL	\$ 38,052.00
PHASE 5: SUPPORT AND PROJECT ASSISTANCE	
• TIER ONE SUPPORT PACKAGE	\$ 7128.00
• TIER TWO SUPPORT PACKAGE	\$ 9279.00
• TIER THREE SUPPORT PACKAGE	\$ 11,430.00
ALTERNATE ITEMS	
• ALTERNATIVE TRAINING PROGRAM AS OUTLINED BY THE CONSULTANT	
DESCRIBE: <u>Combine students of survey fundamentals class in fundamentals class for technicians as described in response</u>	\$ -(3422.00)
• ALTERNATIVE CONFIGURATION AND DRAWING MANAGEMENT SETUP	
DESCRIBE: _____	\$ see note below
TOTAL PROJECT	\$ _____
	<small>(TO BE COMPLETED BY CITY)</small>

* If Vault Collaboration AEC is utilized, Vault AEC licenses must be purchased (see attached DLT quote), pricing would be price for configuration services outlined in Phase 3 plus \$14,525.10 for software and subscription. If it is deemed not necessary to utilize Vault, then no additional charge and the cost of phase 3 would be zero.

** All travel and associated expenses are in addition to this pricing.



AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer / Dep. Public Works Director
SUBJECT: **Approval of Resolution Directing Modification of Existing Construction Contract, Supplemental Agreement Nos. 5, 6, 11, and 13 with Ramsey County, White Bear Avenue / County Rd D Improvements, Project 08-13**
DATE: July 28, 2011

INTRODUCTION

The city council will consider approving the attached resolution directing the modification of the existing construction contract for Supplemental Agreements 5, 6, 11, and 13.

DISCUSSION

Previously the council approved Supplemental Agreement No. 3 in November of 2010 which had a small city cost for concrete walkway material. The city does not have a part in all supplemental agreements, only those where the city has a cost-share. A majority of the supplemental agreements are between Ramsey County and the project contractor.

Supplemental Agreement Nos. 5, 6, 11, and 13 do contain a city share. Supplemental Agreements 5, 6, and 13 have a minor participating cost, however Supplemental Agreement No. 11 is more significant.

Supplemental agreement No. 11 is for pedestrian lighting along both White Bear Avenue (Beam to County D) and County Road D (Southlawn to White Bear). This pedestrian safety lighting will match the pole and lamping style reflected in the Legacy Village area. The amount of the supplemental agreement is \$342,325.79 however the city's share is \$132,325.79, while \$210,000.00 is covered under the city's federal share (no city dollars).

On April 25, 2011 the council authorized the City Engineer to negotiate pricing for conduit and its installation along the two corridors which was expected to cost the city \$97,000.00. Since that time the city determined it was eligible to use up to \$210,000.00 in federal dollars for pedestrian lighting along the new walkways. With the federal money available it was determined to move forward with the installation of the conduit and the installation of the poles and lights at one time to leverage the federal dollars.

BUDGET

The approval of Supplemental Agreements 5, 6, 11, and 13 are not anticipated to require a budget adjustment at this time. The current approved budget is \$3,374,000, with just under \$1.7 million coming from special assessments.

RECOMMENDATION

It is recommended that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Supplemental Agreement Nos. 5, 6, 11, and 13, for City Project 08-13.

Attachments:

1. Resolution
2. Supplemental Agreements 5, 6, 11, and 13
3. Location Map

RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 08-13, SUPPLEMENTAL AGREEMENT NOS. 5, 6, 11, and 13

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered improvements to Project 08-13, White Bear Ave / County Rd D Improvements, and has concurred with a contract let by Ramsey County and in accordance to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as City Project 08-13 including Supplemental Agreement Nos. 5, 6, 11, and 13.

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

1. The Mayor and City Manager are hereby authorized and directed to modify the existing contract by ratifying and executing said Supplemental Agreement Nos. 5, 6, 11, and 13.

Adopted by the Maplewood City Council on this 8th day of August 2011.

Ramsey County Department of Public Works
 1425 Paul Kirkwold Drive
 Arden Hills, Minn. 55112-3933

SUPPLEMENTAL AGREEMENT 5

ORIGINAL

Contractor:
 Eureka Construction, Inc.

Contractor's Address:
 8500 210th St. W., Suite 130
 Lakeville, MN 55044

State Aid Project No.
 S.P. 62-665-44
 S.P. 138-020-038

Project Location:
 White Bear Avenue
 Between Radatz Ave. and Interstate 694

Project Description:
 Concrete surfacing, storm sewer
 and traffic signal improvements

Account No.
 P3900

The Contract is amended as follows:

The sanitary sewer services for Valvoline Rapid Oil Change and Noodles & Co. were in conflict with removal of the existing water main and installation of the new 12" D.I.P. water main. The Engineer directed the Contractor to make the necessary repairs to the sanitary sewer services. The following item was not included in the contract. The Contractor will be compensated for this work on a force account basis as per MN/DOT Specification 1904.

Contract time will not be revised except as may be provided under those Contract provisions of MN/DOT Specification 1806.

The Contractor shall not make any claim of any kind or character whatsoever for any other costs or expenses which he may have incurred of which he may hereafter incur in performing the work and furnishing the materials required by this agreement.

ESTIMATE OF COSTS

<u>Item No.</u>	<u>Item</u>	<u>Increase to Contract</u>		<u>Quantity</u>	<u>Amount</u>
		<u>Unit</u>	<u>Unit Price</u>		
2503.541	Sanitary Sewer Repairs (force account)	L.S.	\$1,382.42	1.0	\$1,382.42
Total Increase to Contract					\$1,382.42

GROUP 5 Non Participating
 City of Maplewood Local Funds

	<i>N/A</i>		<i>6/16/2011</i>
<u>Date:</u>	<u>Approved By</u> County Manager	<u>Date</u>	<u>Approved By</u> Project Engineer
<i>6/21/11</i>	<i>[Signature]</i>	<i>5/27/2011</i>	<i>[Signature]</i>
<u>Date</u>	<u>Approved By</u> Director of Public Works	<u>Date</u>	<u>Accepted By</u> Contractor
<i>6-28-11</i>	<i>[Signature]</i>	<i>6/10/11</i>	<i>[Signature]</i>
<u>Date</u>	<u>Funds are Available</u> Budgeting and Accounting	<u>Date</u>	<u>Metro District State Aid Engr.</u> For Funding Approval Only
<i>N/A</i>	<i>N/A</i>	<i>6/21/11</i>	<i>[Signature]</i>
<u>Date</u>	<u>Approved By Chair, Ramsey</u> County Board of Commissioners	<u>Date</u>	<u>Approved By</u> City of Maplewood

SUPPLEMENTAL AGREEMENT 6

ORIGINAL

Contractor:
 Eureka Construction, Inc.

Contractor's Address:
 8500 210th St. W., Suite 130
 Lakeville, MN 55044

State Aid Project No.
 S.P. 62-665-44
 S.P. 138-020-038

Project Location:
 White Bear Avenue
 Between Radatz Ave. and Interstate 694

Project Description:
 Concrete surfacing, storm sewer
 and traffic signal improvements

Account No.
 P3900

The Contract is amended as follows:

The existing 12" C.I.P. water main was abandoned in place due to utility conflicts on White Bear Avenue between Radatz Avenue and Beam Avenue. The City of Maplewood required locator wires installed for the water main that will remain in place. The Engineer directed the Contractor to weld on copper wire and install stand boxes for locator wire. The following item was not included in the contract. The Contractor will be compensated for this work on a force account basis as per MN/DOT Specification 1904.

Contract time will not be revised except as may be provided under those Contract provisions of MN/DOT Specification 1806.

The Contractor shall not make any claim of any kind or character whatsoever for any other costs or expenses which he may have incurred of which he may hereafter incur in performing the work and furnishing the materials required by this agreement.

ESTIMATE OF COSTS

<u>Item No.</u>	<u>Item</u>	<u>Increase to Contract</u>		<u>Quantity</u>	<u>Amount</u>
		<u>Unit</u>	<u>Unit Price</u>		
2504.603	Install Water Main Locator Wire	L.S.	\$778.58	1.0	\$778.58
Total Increase to Contract					\$778.58

GROUP 5 Non Participating
 City of Maplewood Local Funds

	<i>N/A</i>		<i>6/6/2011</i>
Date	Approved By County Manager	Date	Approved By Project Engineer
<i>6/21/11</i>	<i>[Signature]</i>	<i>5/27/2011</i>	<i>[Signature]</i>
Date	Approved By Director of Public Works	Date	Accepted By Contractor
<i>6-28-11</i>	<i>[Signature]</i>	<i>6/10/11</i>	<i>[Signature]</i>
Date	Funds are Available Budgeting and Accounting	Date	Metro District State Aid Engr. For Funding Approval Only
<i>N/A</i>	<i>N/A</i>	<i>6/2/11</i>	<i>[Signature]</i>
Date	Approved By Chair, Ramsey County Board of Commissioners	Date	Approved By City of Maplewood

SUPPLEMENTAL AGREEMENT 11

<u>Contractor:</u> Eureka Construction, Inc.	<u>Contractor's Address:</u> 8500 210 th St. W., Suite 130 Lakeville, MN 55044	<u>State Aid Project No.</u> S.P. 62-665-44 S.P. 138-020-038
<u>Project Location:</u> White Bear Avenue Between Radatz Ave. and Interstate 694	<u>Project Description:</u> Concrete surfacing, storm sewer and traffic signal improvements	<u>Account No.</u> P3900

The Contract is amended as follows:

The City of Maplewood requested to install street lighting on White Bear Avenue from Beam Avenue to County Road D and on County Road D from Southlawn Drive to White Bear Avenue. The Engineer determined that it is necessary to include the White Bear Avenue Streetlight Improvements to the project.

The Contractor will be compensated for this extra work using a negotiated unit price basis as per MN/DOT Specification 1904. The Prime Contractor allowance is included in the lump sum unit price.

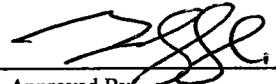
Contract time will not be revised except as may be provided under those Contract provisions of MN/DOT Specification 1806.

The Contractor shall not make any claim of any kind or character whatsoever for any other costs or expenses which he may have incurred of which he may hereafter incur in performing the work and furnishing the materials required by this agreement.

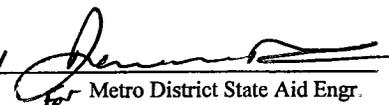
ESTIMATE OF COSTS

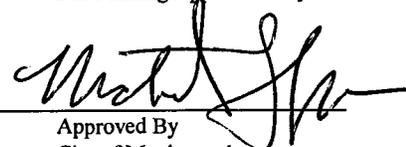
<u>Item No.</u>	<u>Item</u>	<u>Increase to Contract</u>		<u>Quantity</u>	<u>Amount</u>
		<u>Unit</u>	<u>Unit Price</u>		
0000.000	Install Street Lighting System	L.S.	\$342,325.79	1.0	\$342,325.79
Total Increase to Contract					\$342,325.79

GROUP 6 City Improvements
 61.345% Federal City S.P. 62-665-44, 38.655% MSA S.P. 138-020-038 Funds

		6/28/2011	
Date	Approved By County Manager	Date	Approved By Project Engineer

		6-28-11	
Date	Approved By Director of Public Works	Date	Accepted By Contractor

		6/30/11	
Date	Funds are Available Budgeting and Accounting	Date	for Metro District State Aid Engr. For Funding Approval Only

		6/28/11	
Date	Approved By Chair, Ramsey County Board of Commissioners	Date	Approved By City of Maplewood

SUPPLEMENTAL AGREEMENT 13

<u>Contractor:</u> Eureka Construction, Inc.	<u>Contractor's Address:</u> 8500 210 th St. W., Suite 130 Lakeville, MN 55044	<u>State Aid Project No.</u> S.P. 62-665-44 S.P. 138-020-038
<u>Project Location:</u> White Bear Avenue Between Radatz Ave. and Interstate 694	<u>Project Description:</u> Concrete surfacing, storm sewer and traffic signal improvements	<u>Account No.</u> P3900

The Contract is amended as follows:

During the project, the Engineer determined that additional signs were necessary. These signs are in addition to those required as part of Traffic Control.

The Contractor will be compensated for this extra work using an invoice price as per MN/DOT Specification 1904.

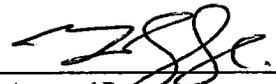
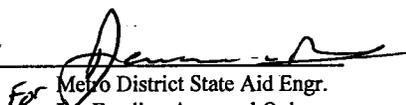
Contract time will not be revised except as may be provided under those Contract provisions of MN/DOT Specification 1806.

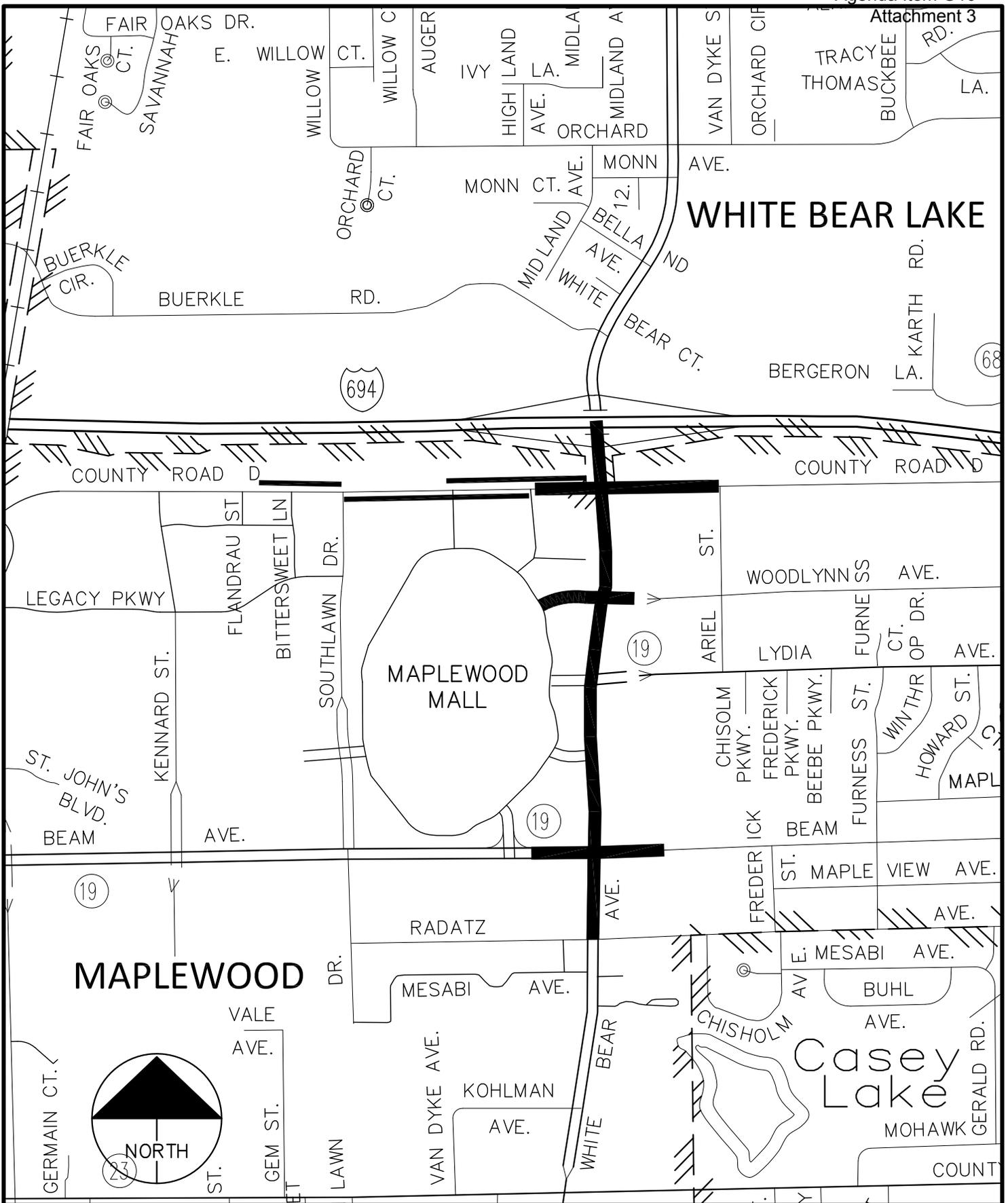
The Contractor shall not make any claim of any kind or character whatsoever for any other costs or expenses which he may have incurred of which he may hereafter incur in performing the work and furnishing the materials required by this agreement.

ESTIMATE OF COSTS

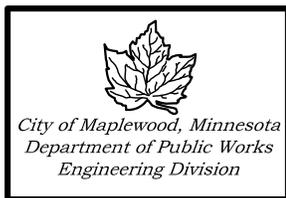
<u>Item No.</u>	<u>Item</u>	<u>Increase to Contract</u>		<u>Quantity</u>	<u>Amount</u>
		<u>Unit</u>	<u>Unit Price</u>		
2563	Extra Signs	L.S.	\$4,668.75	1.0	\$4,668.75
Total Increase to Contract					\$4,668.75

GROUP 5 Non Participating
 City of Maplewood Local Funds

	<u>Date</u>	<u>Approved By</u> County Manager	<u>Date</u>	<u>Approved By</u> Project Engineer
			6/28/2011	
			6/28/11	
			6/30/11	
			6/28/11	



K:\TWC_Civil\County\RAMSEY\WHITE_BEAR\DWG\EXHIBITS\WHITE-LOCMAP_WBA.dwg April 13, 2010 - 8:23am



**PROJECT LOCATION MAP
WHITE BEAR AVENUE**

CITY OF MAPLEWOOD PROJECT NO. 08-13
RAMSEY COUNTY PROJECT NO. P-3202
S.P. 62-665-44, 138-020-038

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Deputy Public Works Director
SUBJECT: **Approval of Resolution Adopting Support for Funding Applications**

- a. **Gladstone Area Improvements, City Project 04-21
STP Funding Application**
- b. **TH 36 and English Street Interchange Improvements, City Project 09-08
STP Funding Application**
- c. **TH 36 and English Street Interchange Improvements, City Project 09-08
Municipal Agreement Funding Application**
- d. **County Road D Court Improvements, City Project 10-20
Municipal Agreement Funding Application**

DATE: August 1, 2011

INTRODUCTION

City staff is planning to pursue Federal Surface Transportation Program (STP) funding and Mn/DOT Municipal Agreement funding for four city projects. The Surface Transportation Program (STP) is administered by the Metropolitan Council and it allows agencies to apply for the use of federal funds for eligible construction projects. The Municipal Agreement program is administered by Mn/DOT and it provides local agencies funding to make improvements that benefit the trunk highway system. A resolution of support from the City Council is necessary for the submittal of both the STP and Municipal Agreement funding applications.

BACKGROUND

Federal Surface Transportation Program (STP) – Metropolitan Council

The Metropolitan Council is currently accepting applications for its Federal Surface Transportation Program (STP). The deadline for the submittal of funding applications is August 22, 2011, and the application needs to include a resolution of support from the City Council. City staff believes the following projects would be eligible for this program:

Gladstone Area Improvements, City Project 04-21

The City's Comprehensive Sidewalk and Trail Master Plan and the Gladstone Area Alternative Urban Areawide Review (AUAR) identify the need for sidewalk and trail improvements along Frost Avenue between East Shore Drive and White Bear Avenue. The proposed sidewalk and trail improvements along Frost Avenue are eligible to be considered for Federal STP funding under the Bikeways and Walkways category. The proposed sidewalk and trail improvements to be included in the application are identified on the attached exhibit.

TH 36 and English Street Interchange Improvements, City Project 09-08

The City's Comprehensive Sidewalk and Trail Master Plan identify the need for sidewalk and trail improvements within the TH 36 and English Street Interchange project area. The proposed sidewalk

and trail improvements included in the TH 36 and English Street Interchange Improvements project are eligible to be considered for Federal STP funding under the Bikeways and Walkways category. The proposed sidewalk and trail improvements to be included in the application are identified on the attached exhibit.

Municipal Agreement Program - MnDOT

Mn/DOT is currently soliciting applications for the Municipal Agreement program for Fiscal Year (FY) 2013. The Municipal Agreement program provides funding for construction projects that are administered by local agencies and provide a benefit to both the local community and the trunk highway system. The deadline for the submittal of funding applications is August 26, 2011, and the application needs to include a resolution of support from the City Council. City staff believes the following projects would be eligible for this program:

TH 36 and English Street Interchange Improvements, City Project 09-08

The TH 36 and English Street Interchange Improvements project includes the closure of the eastbound and westbound TH 36 accesses at Hazelwood Street. These access points are particularly dangerous due to the speed differential between vehicles traveling on TH 36 and vehicles exiting/entering at Hazelwood Street. The closure of these TH 36 access locations is eligible for Municipal Agreement funding. The attached exhibit identifies the proposed improvements that would be included in the application.

County Road D Court Improvements, City Project 10-20

Mn/DOT and the City have participated in numerous discussions over the past several years on the County Road D Court access at TH 61. Mn/DOT's desire is to close this access point; however access needs to be maintained to the properties and businesses along County Road D Court. The County Road D Court Improvements project would close the access at TH 61 and provide an alternative access from the County Road D/Hazelwood Street intersection to the east. This TH 61 access closure is eligible for Municipal Agreement funding. The attached exhibit identifies the proposed improvements that would be included in the application.

RECOMMENDATION

It is recommended that the city council approve the attached Resolutions in support of the following funding applications:

1. Gladstone Area Improvements, C.P. 04-21 – STP Funding
2. TH 36 and English Street Interchange, C.P. 09-08 – STP Funding
3. TH 36 and English Street Interchange, C.P. 09-08 – Municipal Agreement Funding
4. County Road D Court Improvements, C.P. 10-20 – Municipal Agreement Funding

Attachments:

1. Resolution: Gladstone Area Improvements, C.P. 04-21 – STP Funding
2. Resolution: TH 36 and English Street Interchange Improvements, C.P. 09-08 - STP Funding
3. Resolution: TH 36 and English Street Interchange Improvements, C.P. 09-08 - Municipal Agreement Funding
4. Resolution: County Road D Court Improvements, C.P. 10-20 - Municipal Agreement Funding
5. Map: Gladstone Area Trail and Sidewalk Improvements
6. Map: TH 36 and English Street - Sidewalk and Trail Improvements
7. Map: TH 36 and English Street - Hazelwood Street Closure
8. Map: County Road D Court Improvements

RESOLUTION

SUPPORTING FEDERAL SURFACE TRANSPORTATION PROGRAM (STP) FUNDING APPLICATION SUBMITTAL FOR GLADSTONE AREA SIDEWALK AND TRAIL IMPROVEMENTS

WHEREAS, the City Council of the City of Maplewood is the official governing body; and

WHEREAS, the City of Maplewood is planning to construct a bituminous trail and concrete sidewalk system along Frost Avenue from East Shore Drive to White Bear Avenue; and

WHEREAS, the project is consistent with the City of Maplewood's Comprehensive Sidewalk and Trail Master Plan and the Gladstone Alternative Urban Areawide Review (AUAR); and

WHEREAS, the proposed sidewalk and trail improvements provide connectivity within the Gladstone area to the existing Bruce Vento and Gateway Trails; and

WHEREAS, the City of Maplewood accepts responsibility for an amount equal to or greater than 20 percent of the eligible project construction cost, together with the cost for design, administration, right-of-way, and peripheral project costs; and

WHEREAS, the City of Maplewood is committed to the operation and maintenance of local trails and sidewalks under the City's jurisdiction for the design life of these improvements;

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

1. The Council adopts this Resolution in support of the request for Federal STP funds for the Gladstone Area Sidewalk and Trail Improvements, City Project 04-21.
2. That a copy of this Resolution be provided to the Metropolitan Council Transportation Advisory Board and Technical Advisory Commission as part of the Gladstone Area Sidewalk and Trail Improvements STP funding application.

Approved this 8th day of August 2011

RESOLUTION

SUPPORTING FEDERAL SURFACE TRANSPORTATION PROGRAM (STP) FUNDING APPLICATION SUBMITTAL FOR THE TRUNK HIGHWAY (TH) 36 AND ENGLISH STREET INTERCHANGE AREA TRAIL AND SIDEWALK IMPROVEMENTS

WHEREAS, the City Council of the City of Maplewood is the official governing body; and

WHEREAS, the City of Maplewood is planning to construct a bituminous trail and concrete sidewalk system in the TH 36 and English Street Interchange area; and

WHEREAS, the project is consistent with the City of Maplewood's Comprehensive Sidewalk and Trail Master Plan; and

WHEREAS, the proposed sidewalk and trail improvements provide pedestrian connectivity within the interchange area and to the existing Bruce Vento Trail; and

WHEREAS, the City of Maplewood accepts responsibility for an amount equal to or greater than 20 percent of the eligible project construction cost, together with the cost for design, administration, right-of-way, and peripheral project costs; and

WHEREAS, the City of Maplewood is committed to the operation and maintenance of local trails and sidewalks under the City's jurisdiction for the design life of these improvements;

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

1. The Council adopts this Resolution in support of the request for Federal STP funds for the TH 36 and English Street Interchange Area Trail and Sidewalk Improvements, City Project 09-08.

2. That a copy of this Resolution be provided to the Metropolitan Council Transportation Advisory Board and Technical Advisory Commission as part of the Bruce Vento Trail Improvements STP funding application.

Approved this 8th day of August 2011

RESOLUTION

SUPPORTING MNDOT MUNICIPAL AGREEMENT APPLICATION SUBMITTAL FOR THE TRUNK HIGHWAY (TH) 36 AND ENGLISH STREET INTERCHANGE IMPROVEMENTS

WHEREAS, the City Council of the City of Maplewood is the official governing body; and

WHEREAS, the City of Maplewood is planning for improvements to the TH 36 and English Street Interchange which include the closure of the TH 36 accesses at Hazelwood Street; and

WHEREAS, the City of Maplewood is requesting financial participation for the TH 36 access closures at Hazelwood Street and associated improvements from the Minnesota Department of Transportation through the Municipal Agreement program; and

WHEREAS, the City of Maplewood would be responsible for paying a portion of project costs, including any costs ineligible for funding through this program; and

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

1. The City of Maplewood is hereby authorized to apply for Municipal Agreement Funding for City Project 09-08 – TH 36 and English Street Interchange Improvements.
2. The City of Maplewood is committed to complete this project if Municipal Agreement Funding is provided.

Approved this 8th day of August 2011

RESOLUTION

SUPPORTING MNDOT MUNICIPAL AGREEMENT APPLICATION SUBMITTAL FOR THE
COUNTY ROAD D COURT IMPROVEMENTS

WHEREAS, the City Council of the City of Maplewood is the official governing body; and

WHEREAS, the City of Maplewood is planning for improvements to County Road D Court east of Trunk Highway (TH) 61 which include the closure of the County Road D Court access to TH 61; and

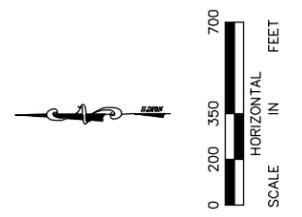
WHEREAS, the City of Maplewood is requesting financial participation for the TH 61 access closure at County Road D Court and associated improvements from the Minnesota Department of Transportation through the Municipal Agreement program; and

WHEREAS, the City of Maplewood would be responsible for paying a portion of project costs, including any costs ineligible for funding through this program; and

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

1. The City of Maplewood is hereby authorized to apply for Municipal Agreement Funding for City Project 10-20 – County Road D Court Improvements.
2. The City of Maplewood is committed to complete this project if Municipal Agreement Funding is provided.

Approved this 8th day of August 2011

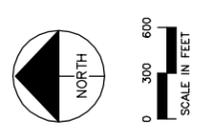
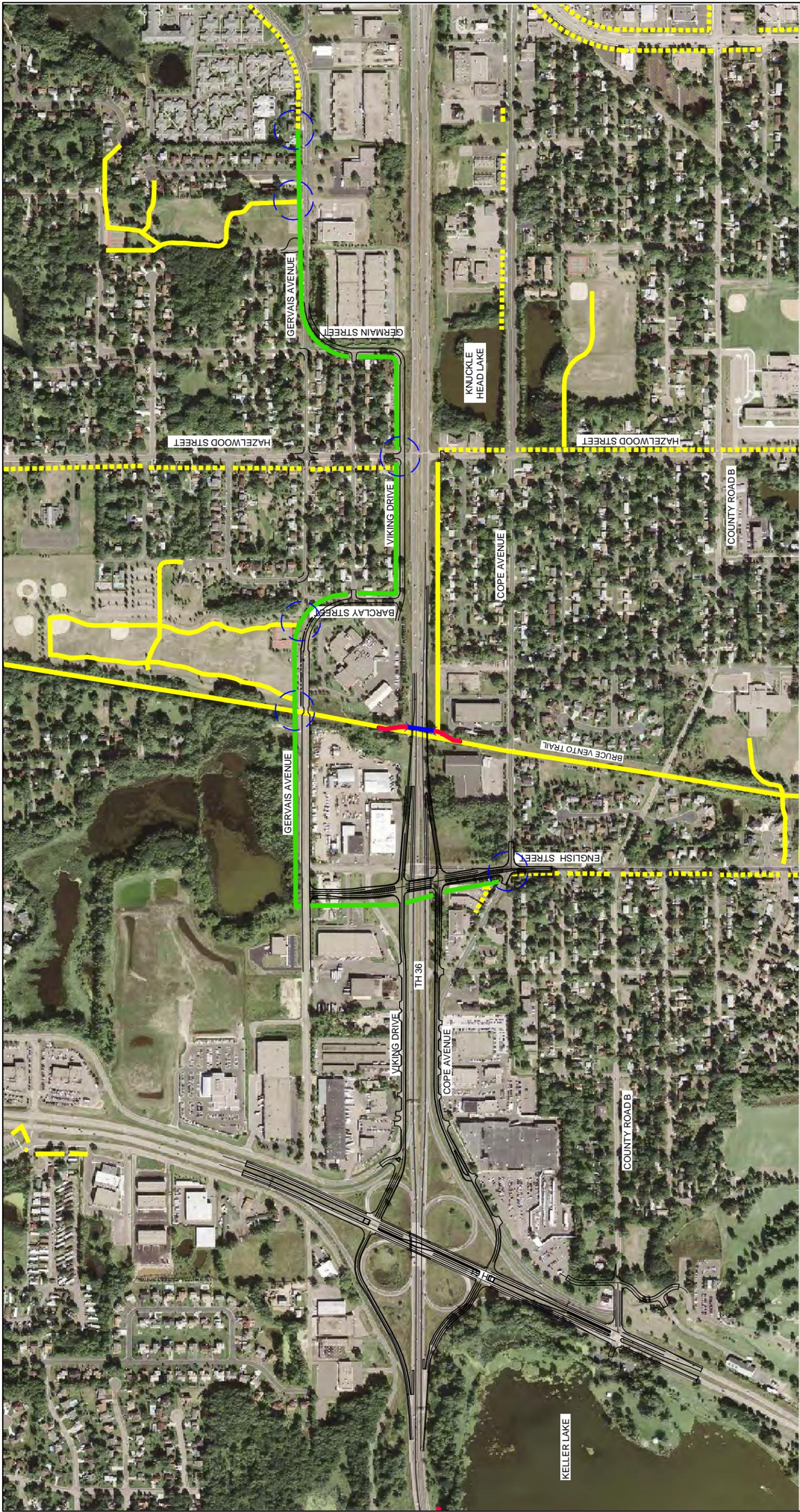


- LEGEND**
- - - - - EXISTING CONCRETE SIDEWALK
 - EXISTING BITUMINOUS TRAIL
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED BITUMINOUS TRAIL
 - SIDEWALK/TRAIL TO BE CONSTRUCTED IN 2011/2012
 - CONNECTION TO EXISTING SIDEWALK/TRAIL SYSTEM

GLADSTONE AREA SIDEWALK AND TRAIL IMPROVEMENTS
FIGURE 2

City of Maplewood, Minnesota
Department of Public Works
Engineering Division

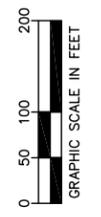
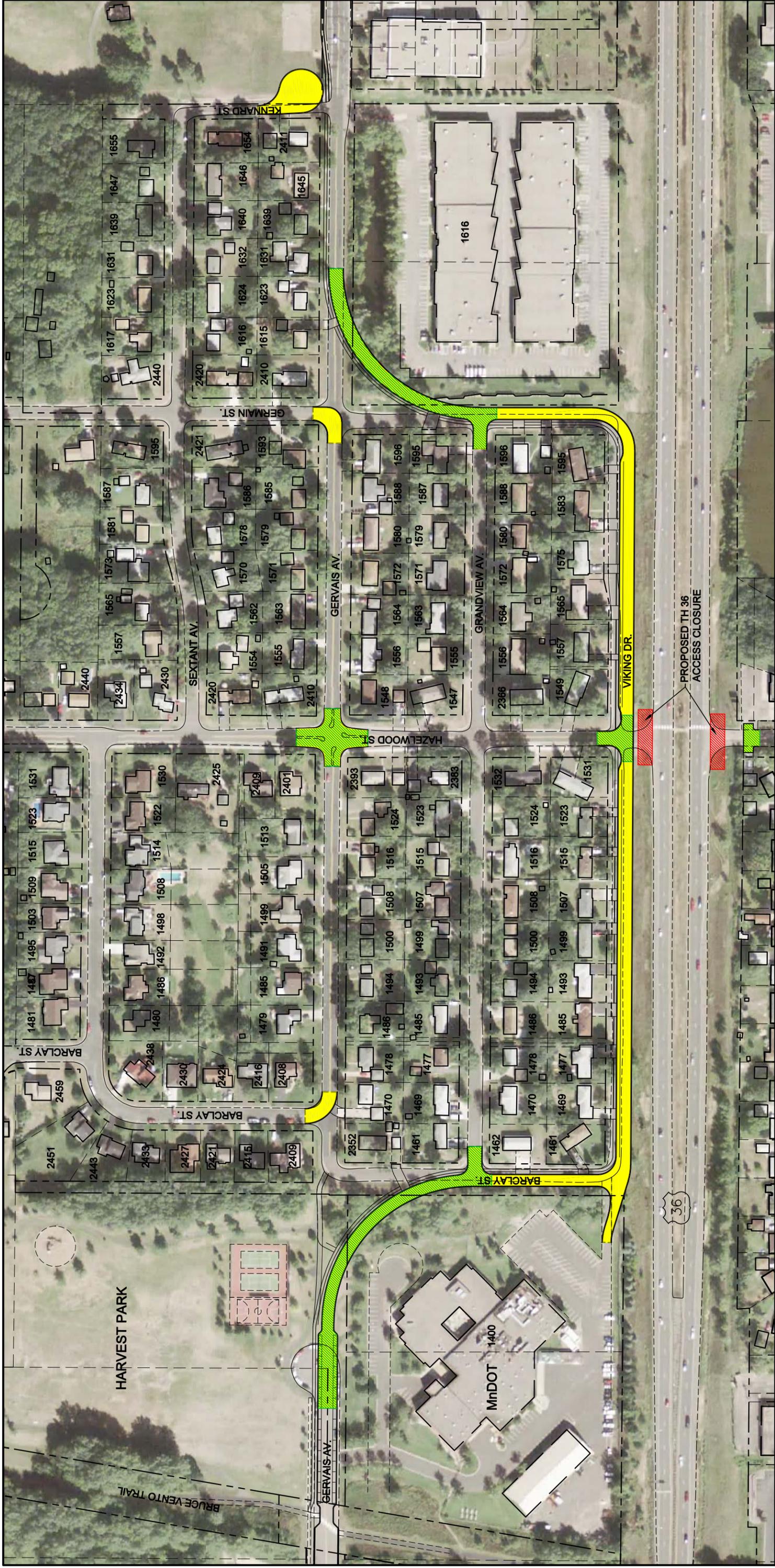
Kimley-Horn and Associates, Inc.
2650 UNIVERSITY AVE. WEST, SUITE 2300
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 845-4187
FAX. NO. (651) 845-9116



- LEGEND**
- EXISTING CONCRETE SIDEWALK
 - EXISTING BITUMINOUS TRAIL
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED BITUMINOUS TRAIL
 - PROPOSED PEDESTRIAN BRIDGE
 - CONNECTION TO EXISTING SIDEWALK/TRAIL SYSTEM

SIDEWALK AND TRAIL IMPROVEMENTS
TH 36 AND ENGLISH STREET
IMPROVEMENTS

FIGURE 2



- LEGEND**
- PROPOSED MUNICIPAL AGREEMENT ROADWAYS
 - PROPOSED ACCESS CLOSURE
 - PROPOSED IMPROVEMENTS

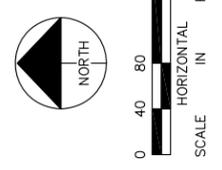
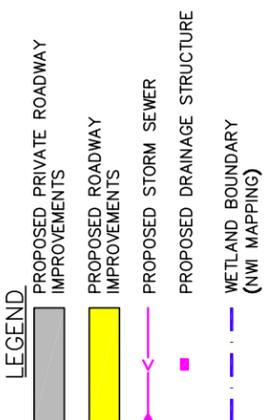
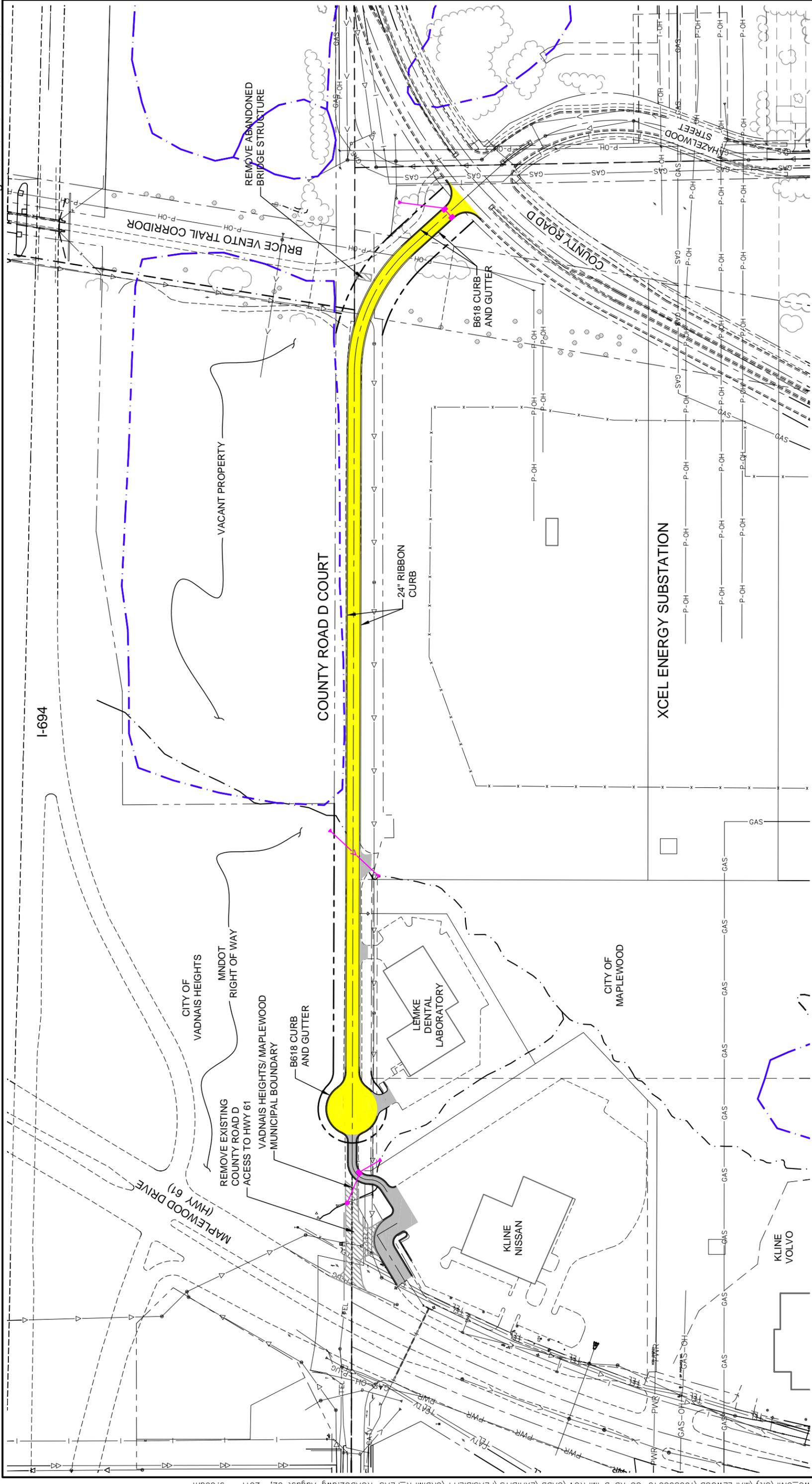
**HAZELWOOD STREET CLOSURE
MUNICIPAL AGREEMENT APPLICATION
TH36 AND ENGLISH STREET IMPROVEMENTS**



City of Maplewood, Minnesota
Department of Public Works
Engineering Division

Kimley-Horn and Associates, Inc.
 2550 UNIVERSITY AVE. WEST, SUITE 345N
 ST. PAUL, MINNESOTA 55114
 TEL. NO. (651) 645-1197
 FAX. NO. (651) 645-5116

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PROPOSED ROADWAY IMPROVEMENTS
 COUNTY ROAD D COURT IMPROVEMENTS
 MAPLEWOOD CITY PROJECT NO. 10-20
 VADNAIS HEIGHTS CITY PROJECT NO. 2010-20

City of Maplewood, Minnesota
 Department of Public Works
 Engineering Division

Kimley-Horn
 and Associates, Inc.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steven Love, Assistant City Engineer
 Steve Kummer, Staff Engineer
SUBJECT: **Approval of Snake Creek Stabilization (Sterling Street Crossing), City Project 10-13, Resolution Approving Payment, Acceptance of Project and Closure of Project Fund**
DATE: July 27, 2011

INTRODUCTION

The Ramsey-Washington Metro Watershed District's (RWMWD) designated contractor has completed the improvements to the Sterling Street culvert crossing at Snake Creek. The City Council will consider approving the attached resolution accepting the project and authorizing payment to RWMWD for design, inspection, management, and construction of the improvements. The Council will also consider closing the project fund.

BACKGROUND

Snake Creek is a tributary to the Mississippi River and is located at the very southern end of Maplewood. Sterling Street crosses Snake Creek at the property of 1615 Sterling Street. The City of Maplewood partnered with Ramsey-Washington Metropolitan Watershed District (RWMWD) to study Snake Creek and to provide improvements to recurring washout and erosion problems of the Sterling Street roadway at the culvert crossing.

On March 28, 2011 the City Council approved a Memorandum of Understanding with RWMWD to move forward with the culvert crossing improvements and erosion repairs. The RWMWD was responsible for the design, inspection, administration, and construction of the improvements. The City was responsible to fund the improvements up to \$66,000 as well as take over the future maintenance of the improved drainage system.

DISCUSSION

The improvements are now complete. The installation includes several drop structures for energy dissipation, a new culvert, and repairs to severe erosion problems in the immediate area.

BUDGET

On March 28, 2011, the City Council allocated funds from the Environmental Utility Fund (EUF) to this project (Fund 514) in the amount of \$66,000. The current expenses incurred total \$65,658.00. Once all financial transactions have been completed staff recommends closure of Fund 514.

RECOMMENDATION

It is recommended that the city council approve the attached resolution Approving Payment, Acceptance of Project and Authorization of Fund Closure for the Snake Creek Stabilization Project, City Project 10-13.

Attachments:

1. Resolution
2. Location Map
3. RWMWD Invoice
4. Memorandum of Understanding: For the Reconstruction of the Snake Creek Crossing at Sterling Street

RESOLUTION
APPROVING PAYMENT, ACCEPTANCE OF PROJECT AND AUTHORIZING CLOSURE OF
PROJECT FUND FOR SNAKE CREEK STABILIZATION (STERLING STREET CROSSING),
CITY PROJECT 10-13

WHEREAS, the City Council of Maplewood, Minnesota has heretofore authorized the Finance Director to allocate \$66,000 from the Environmental Utility Fund for construction costs associated with the Snake Creek Stabilization project, and

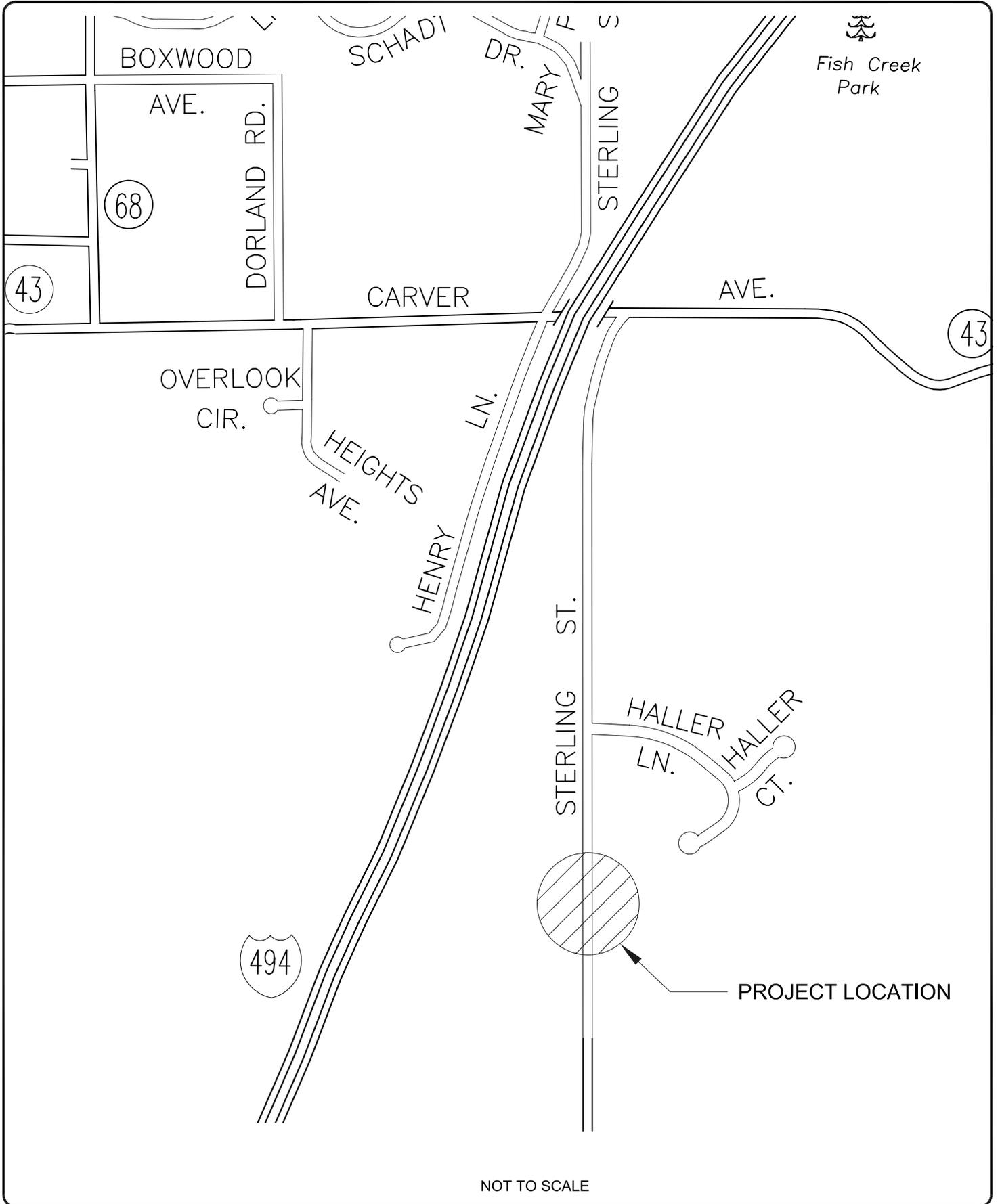
WHEREAS, the Maplewood City Council and the Board of Managers of the Ramsey-Washington Metro Watershed District have ratified and executed a Memorandum of Understanding detailing the responsibilities of the parties involved, and

WHEREAS, the City Engineer has determined that the improvements associated with the Snake Creek Stabilization project, City Project 10-13, are complete and recommends acceptance of the project.

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

1. City Project 10-13 is complete; maintenance of these improvements is accepted by the City; and the final construction cost is \$65,658.00. Payment to the Ramsey-Washington Metro Watershed District is hereby authorized.
2. Once all financial transactions have been completed the Finance Director is hereby authorized to close Fund 514.

Adopted by the council, on this 8th day of August, 2011



Snake Creek Stabilization (Sterling Street Crossing)
MAPLEWOOD, MINNESOTA
CITY PROJECT 10-13



**RAMSEY-WASHINGTON METRO
WATERSHED DISTRICT**
2665 Noel Drive • Little Canada, MN 55117 • (651) 792-7950

INVOICE

To: ATTN: Steve Love, Asst City Engineer **Date:** July 19, 2011
 City of Maplewood
 1902 County Road B East
 Maplewood, MN 55109

RE: Reimbursement for work performed by RWMWD under CIP 2011
 Maint/Repairs Project (Sterling Street/Snake Creek Improvements)

Date	Description	Amount
7/11/11	<p>In accordance with the Memorandum of Understanding executed in March 2011, the repair of streambank erosion at the Sterling Street crossing of Snake Creek (Site 15) was added to the District's 2011 CIB Maintenance/Repair Project.</p> <p>Total amount due from the City:</p> <p>SUPPORTING ATTACHMENTS: --Brad Lindaman's letter dated 7/11/11 --Table of Final Quantities as of July 11, 2011</p>	\$65,658.00
TOTAL DUE		\$65,658.00

***** PAYMENT DUE UPON RECEIPT *****

Please make checks payable to:
Ramsey-Washington Metro Watershed District.

Mail To: RWMWD
 2665 Noel Drive
 Little Canada, MN 55117

Questions should be directed to Cliff Aichinger, Administrator, at 651-792-7957.

FOR INTERNAL USE ONLY	
Payment received date: _____, Check # _____, dated _____.	[A/R deposit code 3901-516]
cc: 2011 CIB Maint/Repairs Project file	

Ramsey-Washington Metro



District

2665 Noel Drive
Little Canada, MN 55117
(651) 792-7950
fax: (651) 792-7951
email: office@rwmwd.org
website: www.rwmwd.org

July 11, 2011

Mr. Steve Love
City of Maplewood
2830 County Road B East
Maplewood, MN 55109

Dear Mr. Love:

Construction on the Sterling Street and Snake Creek stabilization project began in May 2011 and has now concluded. New stormsewer pipes, drop structure, catchbasins, and flared end section have been installed. The eroded area on the west side of Sterling Street has been stabilized. All work has been completed including site restoration and seeding. The final cost for the stabilization project is \$65,658, and should be paid by the City to Ramsey-Washington Metro Watershed District (District).

Under the memorandum of understanding (MOU) between the City and the District, the City is to pay for all construction costs related to the project, up to \$66,000, unless a change order is authorized. No change orders were required for the project and the project cost is slightly less than anticipated. The attached table displays the final quantities reflecting all work completed.

If you have any questions, please contact me at blindaman@barr.com or at (952) 832-2808. Thank you for your participation in this project. We look forward to working with you on other projects to improve the quality of your water bodies and enhance the quality of life for your residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Lindaman".

Brad Lindaman, P.E.
District Engineer

C: Cliff Aichinger, RWMWD

Attachment: Table of Final Quantities

1.04 Item	Description	Unit	Unit Price	Final Quantity	Amount
Site 15 – Sterling Road - Snake Creek Intersection					
1.04.Q	Brush/Deadfall Removal (Off-Site Disposal) - Remove Existing Trees and Brush	L.S.	\$1,200	1	\$1,200
1.04.T	Removal – Storm Sewer (30" CMP)	L.F.	\$10	58	\$580
1.04.L	Saw Cut Bituminous	L.F.	\$3	64	\$192
1.04.M	Demolish and Remove Existing Bituminous	S.Y.	\$3	108	\$324
1.04.Z	Earthwork and Site Grading (Ditch Grading)	C.Y.	\$8	312	\$2,496
1.04.AA	Import Fill (L.V.)	C.Y.	\$20	312	\$6,240
1.04.AB	Reinforced Concrete Pipe (RCP) - 30" RCP	L.F.	\$74	44	\$3,256
1.04.AB	Reinforced Concrete Pipe (RCP) - 36" RCP	L.F.	\$94	103	\$9,682
1.04.AC	Precast Concrete Manhole (60" RCP Manhole Structure)	Each	\$2,820	2	\$5,640
1.04.AC	Precast Concrete Manhole (72" RCP Manhole Structure)	Each	\$4,887	2	\$9,774
1.04.AD	Precast Concrete Catch Basin (2' x 3" Catch Basin Structure)	Each	\$1,480	2	\$2,960
1.04.AE	Manhole Casting	Each	\$545	5	\$2,725
1.04.K	Trashrack	Each	\$2,030	1	\$2,030
1.04.AF	Reinforced Concrete Pipe (RCP) Aprons and Bends - 36" RCP FES	Each	\$2,700	1	\$2,700
1.04.J	Riprap (MnDOT Class III Fieldstone)	Ton	\$86	32	\$2,752
1.04.S	Silt Fence	L.F.	\$9	55	\$495
1.04.N	Construction Safety Fence	L.F.	\$3	363	\$1,089
1.04.C	Site Restoration (Native Seed and Erosion Control Blanket) –Long Term ECB	S.Y.	\$9	0	\$0
1.04.P	Rock Construction Entrance	Each	\$700	1	\$700
1.04.X	Rock Filter Dike	Ton	\$30	17	\$510
1.04.C	Site Restoration (Native Seed and Erosion Control Blanket) –Temporary ECB	S.Y.	\$2	755	\$1,208
1.04.AG	Road Restoration	S.Y.	\$65	117	\$7,605
1.04.AH	Concrete Curb and Gutter	L.F.	\$25	60	\$1,500

Total Due: \$65,658

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MAPLEWOOD AND
THE RAMSEY-WASHINGTON METRO WATERSHED DISTRICT
FOR THE RECONSTRUCTION OF THE SNAKE CREEK CROSSING AT STERLING STREET**

WHEREAS, the Ramsey-Washington Metro Watershed District (herein called the RWMWD) has an interest in mitigating streambank erosion and promoting water quality in the District in partnership with the City of Maplewood (herein call the CITY).

WHEREAS, the RWMWD issues an annual construction contract for the maintenance of District facilities and waterways; and

WHEREAS, the RWMWD has offered to repair streambank erosion and promote water quality within the CITY as part of RWMWD's annual maintenance contract, if the CITY agrees to pay the construction costs related to its specific maintenance project; and

WHEREAS, the CITY has requested that the RWMWD include the repair of streambank erosion at the Sterling Street crossing of Snake Creek in the RWMWD's 2011 maintenance contract; and

WHEREAS, the 2011 maintenance project plans and specifications have been prepared, bid, contract awarded, and construction expected to begin the spring of 2011 with completion around June 30, 2011;

NOW AND THEREFORE, the **CITY and RWMWD** agree to the following:

1. This Memorandum of Understanding (herein called the "MOU") is designed to address the obligations of both parties to this agreement.
2. The CITY shall obtain all temporary and permanent easements required for the Sterling Street repair project.
3. The project contractor shall name the CITY as an additional insured on the contractor insurance for the duration of the project contract.
4. The RWMWD will provide all on-site construction management.
5. The RWMWD will receive and pay all contract pay requests.
6. The CITY will assume all long-term operations and maintenance of the Sterling Street repair project upon completion of the contract period.
7. The CITY's expected share is currently anticipated at \$66,000 and any increase in contribution shall be consistent with a process listed in item 9.
8. Upon completion and payment of the bid items associated with this project, the RWMWD shall provide an itemized invoice to the CITY noting all bid item final costs specific to the repair of Snake Creek at Sterling Street. Invoices shall be processed and paid within 30 days of receipt.

9. A Change Order will be required for either of the following scenarios:
- a. Additional work outside of the original contract requires the addition of new Bid Item(s) to the contract.
 - b. If the projected project contract total is to exceed the approved awarded contract amount of \$66,000.

In the event there is a change order for the project, the CITY shall work with RWMWD to resolve all issues related to said Change Order in regards to reimbursement of additional unplanned work and/or costs. Said agreed upon Change Order(s) shall be billed and paid for as outlined herein. All Change Orders must be submitted to and approved by the City Engineer in order to qualify for reimbursement above the original identified cost contribution. The City Engineer will notify RWMWD by email of the acceptance of all Change Orders. If work is performed by the contractor for Change Order items prior to obtaining CITY approval then the RWMWD shall be responsible for all associated costs for said Change Order.

10. The CITY and the RWMWD shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this MOU. Nothing in this MOU shall constitute a waiver by the CITY or the RWMWD of any statutory or common law immunities, limits, or exceptions on liability
11. Notices. Whenever it shall be required or permitted by this MOU that notice or demand be given or served by either party to or on the other party, such notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows, until written notice of a change of such address has been given:

As to the City of Maplewood:

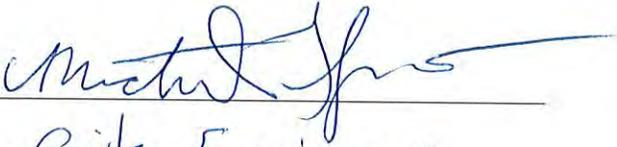
City of Maplewood
1902 County Road B East
Maplewood, MN 55109

As to the RWMWD

Ramsey-Washington Metro
Watershed District
2665 Noel Drive
Little Canada, MN 55117

I concur with this Memorandum of Understanding.

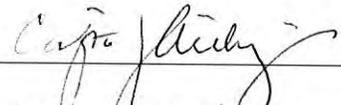
CITY OF MAPLEWOOD

By: 

Its: City Engineer

Date: 3/29/2011

RAMSEY-WASHINGTON METRO WATERSHED DISTRICT

By: 

Its: Administrator

Date: 3/31/11

AGENDA REPORT

TO: James Antonen, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director

SUBJ: Consider Approval to Enter into a Contract with The Conservation Fund for Purchase of Fish Creek Property

DATE: July 29, 2011

INTRODUCTION

Staff has been working with The Conservation Fund, utilizing their technical expertise and guidance in this area, to assist the city in acquiring this property. The Conservation Fund is currently under contract with the seller and will close on the property on October 11, 2011. When the 70 acre parcel is acquired, approximately 50 of the 70 acres will be preserved in perpetuity and used with the understanding that this area is an irreplaceable example of green space worthy of permanent protection. The remaining 20 acres, which occupies the northernmost area of the Fish Creek property, will not be preserved and the city's intent is to sell that portion. Staff will continue to explore partnership opportunities with developers for the remaining 20 acres. The proceeds, if and when this parcels sells, will be applied directly to help offset acquisition costs of the project.

Upon ratification of the contract, The Conservation Fund will acquire the entire property on the City's behalf and the City has 24 months from such date to purchase the property from The Conservation Fund. The contract between The Conservation Fund and the City allows the City to begin habitat restoration work and provide public access to the property. Attached is the proposed contract for council's review and discussion.

BACKGROUND

In May 2009, Maplewood City Council established the Fish Creek Natural Area Greenway Ad-Hoc Commission. This commission was established to develop recommendations and priorities for protecting natural lands in the Fish Creek Natural Area Greenway, and to identify issues and opportunities for passive recreation in the greenway. In January 2010, the City Council adopted the report titled "Recommendations and Opportunities for Fish Creek Natural Area Greenway" from this ad-hoc commission. The 50 acres that will be preserved via the Joint Powers Agreement in the Fish Creek Corridor are identified as very high priority parcels for acquisition. Ramsey County and the Ramsey Washington Metro Watershed District agreed and this commitment to permanently protect these acres resulted in the creation of a Joint Powers Agreement between these two parties and the City of Maplewood with funding commitments from all parties.

THE CONSERVATION FUND

Nearly 25 years ago, The Conservation Fund was founded by a small group of savvy conservationists to save America's magnificent land legacy – the places where we live, work and play. Since then, with creativity and discipline, The Conservation Fund has protected nearly 7 million acres of working forests, farms, and wildlife habitat and recreation lands. The Conservation Fund assists communities plan for growth, supports sustainable small business and develops the next generation of conservation leaders. The mission of The Conservation Fund is as follows:

“The Conservation Fund forges partnerships to conserve America’s legacy of land and water resources. Through land acquisition, community and economic development and training and education, the Fund and its partners demonstrate balanced conservation solutions that emphasize the integration of economic and environmental goals.” - The Conservation Fund – 2010 Year in Review

Mr. Clint Miller, Upper Midwest Field Representative for The Conservation Fund, will be present at the August 8, 2011 council meeting to address council and respond to questions that may arise during the discussion.

In Minnesota, The Conservation Fund has completed 44 projects and protected more than 250,000 acres of land. The total value of these projects exceeds \$77 million, but were acquired at a cost of \$34 million. The Conservation Fund works with local, state, and federal agencies as well as other non-profits in partnership to preserve important projects.

DISCUSSION

Staff has prepared the following table titled Fish Creek Cash Flow Summary Estimates for council's review and discussion

Fish Creek Cash Flow Summary Estimates

July 2011

Expenses:

Land	\$1,900,000
Taxes	Open Issue
Appraisal, environmental work	\$6k – paid out of the 2011 Parks operating budget
Interest @ 5.0%	\$116k

Conservation Fund Admin Fee	\$60k
Legal/Closing costs etc.	\$10k
Miscellaneous	\$10k
Total projected costs	\$2,120,000 (approximately)

Income:

RWMWD – Joint Powers Agreement (JPA)	\$175,000
Ramsey County JPA – (2011)	\$175,000
Ramsey County JPA – (2012)	\$125,000
Ramsey County JPA – (2013)	\$125,000
City of Maplewood JPA – (2011)	\$175,000
City of Maplewood JPA – (2012)	\$125,000
City of Maplewood JPA – (2013)	\$125,000
3M Foundation – (2011)	\$100,000
Total Income to Date	\$1,125,000

Summary:

Total Projected Costs	\$2,100,000
Total Income to Date	\$1,125,000
Unmet Needs	\$975,000

Fish Creek Acquisition Details:

- The Conservation Fund is under contract to acquire the property at a purchase price of \$1,900,000. Closing is October 11, 2011;
- The Conservation Fund agrees to “hold” the property for a period of 24 months following the closing. During the “hold”, the City will lease (at no cost) the property to begin habitat restoration and provide public access as deems appropriate;
- City agrees to pay The Conservation Fund \$60,000 for administrative fees. The Conservation Fund has been and will continue to assist the City in securing additional private and public funds for the acquisition project;
- City agrees to interest carrying costs on purchase price of five percent (5%) simple interest per year. City can reduce this cost by “paying down” as funds become available;
- City agrees to pay The Conservation Fund all outstanding balances due on or before October 2013, or upon mutual agreement, extend the time frame should all funds not be available.

Staff has included the Real Estate Contract between The Conservation Fund and Lakeland Construction Finance, LLC for purchase of said property in the attachments for councils review. In addition, you will also find the Title Insurance Commitment, issued by Stewart Title Guaranty Company in your packet for your review. Staff (the City Attorney), is working with The Conservation Fund to clear up the title exceptions prior to the sale.

An unresolved issue at this time is the real estate taxes (see the ‘open’ designation above). Currently, the property is taxable and Lakeland has an active petition before the County Assessor regarding valuation since the property went into foreclosure and value is clearly an issue. There is currently no factual support for the property to go “exempt” since it is neither owned by a non-profit nor a governmental entity. The date for filing that for future year’s exemption is (was) July 1st, for payable 2013. The City Attorney and The Conservation Fund will work with Ramsey County to resolve the tax issue. One solution is that once owned by the Fund, a PD75 can be filed to get the land off the tax roll.

Fish Creek Funding Update:

Total Project Costs - \$2,100,000
Funding Committed to Date - \$1,125,000
Unmet Needs - \$975,000

Fundraising Goal - \$975,000

Timeframe – October 2013

- Staff has submitted a DNR Scenic and Natural Areas Grant Request for \$425,000. There were a total of four applicants vying for \$1,000,000. A final decision by the DNR has not been approved, but early indications are very positive and it looks as though this project will receive an amount very close to that requested.
- Staff will be submitting a bonding request in the amount of \$500,000 next year.
- Staff has received \$100,000 from the 3M Foundation. In addition, 3M has encouraged the City to reapply when we secure \$1,600,000 in funding for this project – likely request \$100,000 - \$150,000.
- This project is not eligible for Lessard-Sams Outdoor Heritage Council Legacy Funds because public hunting is not allowed on the site. However, the City is eligible to submit a grant application to the Legislative-Citizen Commission on Minnesota Resources (LCCMR). The next funding cycle begins in early 2012. Staff will be working directly with the Metro Conservation Corridors Partnership Group. This corridor partnership will typically obtain funding for a suite of acquisition projects. The Friends of the Mississippi (FMR) has indicated that they will bring this project to the Metro Conservation Corridor Partnership on behalf of the City of Maplewood to discuss inclusion in the 2012 Request for Proposals.
- Staff has been working directly with the National Park Service and representatives from Congresswoman Betty McCollum's office to secure funding for this project. At this point, no additional federal funds for this project are available. However, staff will continue to diligently pursue and discuss potential funding sources with these future partners.
- Staff continues to work directly with Representatives Nora Slawik and Leon Lillie as well as Senator Wiger to identify possible state funding sources for this project.
- Staff is currently working with Great River Greening to pursue long-term restoration of the Fish Creek Site. Fish Creek is included in a restoration grant (Legacy Funds) that was submitted to the state in July 2011 for work beginning in July 2012.
- Staff is working with The Conservation Fund on a fundraising plan that will incorporate charitable foundations, business, and private individual requests for support. Staff has reached out to more than 30 foundations and narrowed this list down to a dozen that we will be submitting formal grant requests to over the course of the next 12 months.

- Staff and our partners, with assistance from The Conservation Fund will begin a campaign this fall and next spring targeted at individual contributions for this project.
- The \$425,000 that the city is responsible for will come directly from monies in the Park Acquisition Fund (PAC).

SUMMARY

The Conservation Fund is prepared to acquire the 70 acre Fish Creek property in October 2011 . The property will be available immediately to the City for habitat restoration and appropriate public access. Between secured funding (\$1,125,000) and likely funding (\$575,000) nearly 80% of the monies necessary to complete this project are identified. Staff is confident that with the assistance of The Conservation Fund and our other partners we can find the additional funds to complete this project by October 2013. The Conservation Fund considers the partnership with the City a priority and will work with us on extending this time frame should it become necessary.

The proposed contract with The Conservation Fund requires the City to take possession of this property in October of 2013. The question directly in front of the City Council is “Is the City Council willing to commit to cover the difference between the acquisition costs, approximately \$2, 100,000, minus the amount staff has currently raised which is \$1,125,000”. In other words, if staff working with our many partners, is unsuccessful in raising (worst case scenario) any additional capital – the City of Maplewood would be responsible for the remaining balance of \$975, 000 due in October 2013. A gain, this scenario does not include likely funding in the amount of \$575,000 which would bring the fundraising total to approximately \$1,700,000.

RECOMMENDATION

As previously stated, staff is looking for ratification of the contract between The Conservation Fund and City.

ATTACHMENTS:

1. Proposed Contract between The Conservation Fund and The City of Maplewood
2. Title Insurance Commitment – Stewart Title Guaranty Company
3. Fish Creek Natural Area Greenway Factsheet
4. Real Estate Contract between The Conservation Fund and Lakeland Construction Finance, LLC.
5. Fish Creek Location Map

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (the "Agreement") is entered into this 10th day of May, 2011, by and between LAKELAND CONSTRUCTION FINANCE, LLC, whose address is 13963 West Preserve Boulevard, Burnsville, MN 55337-7733 (the "Seller") and THE CONSERVATION FUND, a Maryland non-profit corporation with an office at 1655 N. Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 (the "Purchaser").

The Agreement

- PROPERTY.** Seller agrees to sell and Purchaser agrees to buy, on the terms and conditions set forth in this Agreement, that parcel of land containing 69.6 +/- acres, located in the County of Ramsey, State of Minnesota as shown on Exhibit "A" attached hereto, including, without limitation, (i) any and all buildings, improvements, personalty and fixtures situated thereon, (ii) any and all crops and timber growing thereon, (iii) any and all surface or subsurface sand, gravel, oil, gas, mineral geothermal, or mineral rights and any stockpiled sand, gravel or minerals, (iv) any and all appurtenant or associated water rights, including any and all well, spring, reservoir, storage, domestic, irrigation, irrigation equipment and facilities, subirrigation, livestock water or ditch rights of any type, including all shares or certificates of any type in ditch or water delivery companies or associations, and (v) all other surface and subsurface rights, any and all other permits, hereditaments, easements, recorded rights of access, historic rights of access, incidents and appurtenances belong thereto (collectively, with the "Land", referred to as the "Property").
- EARNEST MONEY DEPOSIT.** Within seven (7) business days of the execution of this Agreement, Purchaser shall deliver the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) (the "Deposit") in escrow with Stewart Title, 1700 W. 82nd Street, Suite 100, Bloomington, MN 55431, (952) 948-3213 (the "Title Company") as escrow agent to be held in an interest bearing account. The earnest money deposit and the interest earned on the deposit are referred to as the "Deposit". The Deposit shall become non-refundable in the event the conditions described herein for the benefit of Purchaser are satisfied or are waived by Purchaser. If and when Closing occurs, the Deposit shall be applied to the Purchase Price of the Property.

3. **PURCHASE PRICE.** The purchase price for the Property, including the Deposit, shall be **ONE MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,900,000.00)** (the "Purchase Price"). At Closing, the Purchase Price, less the Deposit, shall be paid to Seller by Purchaser in cash, certified funds, or by wire transfer of federal or other immediately available funds.
4. **CLOSING DATE.** The closing of the transaction contemplated hereunder (the "Closing") shall be held at the office of the Title Company on or before **thirty (30) days following the end of the Inspection Period** described herein (the "Closing Date"). Possession shall be delivered to Purchaser as of the date of Closing.
5. **SATISFACTORY INSPECTION AND REVIEW.** The Seller and Purchaser expressly covenant and agree that Purchaser's satisfaction upon the review and inspection provided for herein is a specific condition precedent to the obligation of Purchaser to purchase the Property. Purchaser shall have a period in which to review the documents and to make the inspections described below. The period of inspection (the "Inspection Period") shall terminate on the earlier of: (i) Receipt by Seller of notice from Purchaser that the Property is suitable for purchase; or (ii) Midnight, prevailing Eastern Time, **One hundred twenty (120) days following the Effective Date.**
 - 5.1 Documents; Evidence of Title. Not later than **thirty (30) days** after the Effective Date, Seller shall provide, at Seller's expense, to Purchaser: (a) a title commitment issued by the Title Company, together with legible copies of the deed or deeds by which Seller holds title to the Property, legible copies of any instruments listed in the legal description for the Property, and legible copies of all exceptions to title, pursuant to which the Title Company shall issue to Purchaser a standard coverage owner's policy of title insurance at Purchaser's ^{expense}, including "gap" and mechanic's lien coverage, insuring title to the Property, including legal access, as of the Closing Date in the amount of the Purchase Price, (b) a Certificate of Taxes Due evidencing that the current installment of all taxes owing on the Property have been paid in full; and (c) a copy of the current and previous year's Notice of Assessment, or other satisfactory evidence of the current and previous year's assessed value and assessment category for the Property. To the extent in Seller's possession, Seller shall, at Seller's expense, provide to Purchaser copies of any surveys or maps of the Land, plans relating to the building improvements, and studies and reports regarding the soils, water, or environmental condition on or under the Land.

5.2 Due Diligence, Inspection, Right of Entry. Purchaser shall have the right to enter upon the Property at reasonable times for mapping, surveying, physical and environmental inspection, conducting an appraisal and other reasonable purposes related to the transaction contemplated by this Agreement. Purchaser hereby indemnifies and holds the Seller harmless from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Purchaser or Purchaser's employees, agents, or any third party who enters upon the Property or conducts tests related to the Property at the request of or on behalf of Purchaser or its agents, provided that such indemnification and hold harmless shall not apply to claims arising out of the negligent, willful or wanton conduct of Seller. *Purchaser shall not assert any lien*

6. **ELECTION AT THE END OF THE INSPECTION PERIOD.** During the Inspection Period and prior to Closing, Purchaser may review all documents or information described herein or pertaining to the Property, and make the above-described physical and environmental inspections, applications, reviews, studies, appraisals, evaluations or surveys required to satisfy itself as to the acceptability and suitability of the Property for purchase. Should, for any reason or no reason and in its sole discretion, Purchaser not be satisfied that the Property is acceptable or suitable, Purchaser shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time this Agreement shall be considered null and void and of no further force and effect and the Deposit shall be promptly returned to Purchaser; provided, however, if the objections of Purchaser are to title or other defects that Seller can reasonably cure within a twenty (20) day period following the receipt of notice from Purchaser, Seller shall have such period to cure such defects to the reasonable satisfaction of Purchaser. Purchaser shall, at any time, have the right to waive the conditions precedent to its performance under this Agreement before the end of the Inspection Period and if Purchaser elects to waive the conditions precedent to its performance and to terminate the Inspection Period, this Agreement will remain in full force and effect and the Deposit shall become non-refundable except as otherwise provided herein. Failure of Purchaser to notify Seller of its dissatisfaction prior to the expiration of the Inspection Period shall be deemed a waiver of this condition precedent and acceptance of the Property as suitable for purchase. Upon termination of the Agreement, Purchaser agrees to return to Seller all data previously delivered to Purchaser under the terms of this Agreement.

as to any matter for which Purchaser has held Seller harmless
ST/EGE

7. **CLOSING DOCUMENTS.** At Closing, Seller shall execute and deliver to Purchaser or its assigns a good and sufficient limited warranty deed in a form acceptable to Purchaser, conveying good marketable and insurable title to the Property, including access for any and all purposes to the Property, free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions as are of record and are approved by Purchaser during the Inspection Period.
8. **CONDITION OF THE PROPERTY, REPRESENTATIONS.**
- 8.1 Seller is the record owner of the Property to be conveyed hereunder. Upon the Closing Date, Purchaser will have good, marketable and insurable title, including insurable access to all portions of the Property.
- 8.2 There are no actions, suits, proceedings or investigations pending or, to Seller's actual knowledge threatened, against or affecting the Property, or arising out of Seller's conduct on the Property or which would affect the ability of Seller to fulfill its obligations under this Agreement.
- 8.3 To Seller's actual knowledge, without investigation or inquiry, Seller is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.
- 8.4 Seller is not party to nor subject to or bound by any agreement, contract, or lease of any kind relating to the Property.
- 8.5 The Property, to Seller's actual knowledge, is not in violation of any federal, state, or local law, ordinance, or regulation relating to environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions. Neither Seller, nor to the best of Seller's ^{actual} knowledge any third party, has used, generated, manufactured, refined, produced, processed, stored or disposed of on, or under the Property or transported to or from the Property any Hazardous Materials nor does Seller intend to use the Property prior to closing date for the purpose of generating manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials. For the purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants,

contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws. To Seller's actual knowledge, there are no underground storage tanks situated in the Property nor have such tanks been previously situated thereon.

8.6 No representation, warranty, or statement made herein by Seller contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, or statement not misleading.

8.7 Seller is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against Seller in accordance with its terms.

9. INTENTIONALLY DELETED

10. **TAXES.** Seller shall pay any sales, excise, conveyance or transfer tax, assessment or fee of any type and any recapture, roll-back or deferred tax, assessment or fee, of any type, including, but not limited to, any tax, assessment or fee due as a result of the sale or any potential change of use, for any period prior to Closing. Seller shall pay all general and special taxes, assessments, fees and charges of any type (including without limitation, any for water, sewer, irrigation and special districts), for the Property for the current year and all years prior to Closing. At Closing Real Property, taxes and assessments and other taxes and assessment shall be prorated as of the date of Closing based on the most recent ascertainable tax or other bill or the current assessment of the Property.

11. **PRESERVATION OF PROPERTY; RISK OF LOSS.** Except as otherwise set forth herein, Seller agrees that the Property shall remain as it now is until Closing, that no timber, crops (except in the normal course of agricultural or ranching operations), sand, gravel, minerals, improvements or any

other part of the Property shall be sold or removed from the Property, and that that Seller shall neither use nor consent to any use of the Property for any purpose or in any manner which would adversely affect Purchaser's intended use of the Property as a conservation area or similar use. This covenant expressly precludes any timber cutting on the Property. In the event Seller shall use or consent to such use of the Property, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the Deposit shall be refunded; or it alternatively may elect to accept the conveyance of title to the Property or any portion thereof, in which case there shall be an equitable adjustment of the Purchase Price based on the change in circumstances and/or maintain an action against Seller for damages.

12. **COSTS AND FEES.** Closing fees and the Property transfer tax(es) shall be split by the parties. The premium for the title insurance policy described herein shall be paid by Purchaser. All other Closing costs shall be borne by the parties in accordance with local custom. Each party shall be responsible for its own attorneys' fees.

13. **LIQUIDATED DAMAGES; DEFAULT.**

13.1 Seller's Remedies. In the event that: (i) all of the conditions to this Agreement for the benefit of Purchaser shall have been satisfied, or waived by Purchaser, (ii) Seller shall have fully performed or tendered performance of its obligations under this Agreement, and (iii) Purchaser shall be unable or shall fail to perform its obligations under this Agreement, then the entire amount of the Deposit shall be retained by Seller as liquidated damages under this Agreement, and Purchaser shall have no further liability to Seller. Purchaser and Seller hereby acknowledge and agree that Seller's damages would be difficult or impossible to determine and that the amount of the Deposit is the parties' best and most accurate estimate of the damages Seller would suffer in the event the transaction provided for in this Agreement fails to close, and is reasonable under the circumstances existing as of the date of this Agreement. Purchaser and Seller agree that Seller's right to retain the Deposit shall be the sole remedy of Seller in the event of a breach of this Agreement by Purchaser.

13.2 Purchaser's Remedies. If Seller shall fail to consummate the transaction contemplated hereunder for any reason, or if such transaction shall fail to close for any reason other than default by Purchaser, Purchaser may elect, at Purchaser's sole option: (i) to terminate this

Agreement and be released from its obligations hereunder, in which event the Deposit shall be returned to Purchaser; or (ii) to proceed against Seller for specific performance of this Agreement. In either event, Purchaser shall have the right to seek and recover from Seller all damages suffered by Purchaser as a result of Seller's default in the performance of its obligations hereunder.

14. **NOTICES.** All notices required or permitted hereunder will be deemed to have been delivered upon sending of such notice. All notices required or permitted hereunder shall be given by hand delivery, sent by email followed by U.S. Mail, or sent by Federal Express or other courier, directed as follows, or to such other address as either party may designate by giving notice to the other party as provided herein:

If to Seller:

Lakeland Construction Finance, LLC
13963 West Preserve Boulevard
Burnsville, MN 55337-7733

With a copy to:

Brian Pankratz
CBRE
4400 West 78th Street, Suite 200
Minneapolis, MN, 55435
952-924-4600
Fax 952-831-8023
brian.pankratz@cbre.com

If to Purchaser:

THE CONSERVATION FUND
1655 N. Fort Myer Dr, Ste 1300
Arlington, Virginia 22209
Attn: Lily G. Engle, Esquire
Ph: (703) 525-6300
Email: lengle@conservationfund.org

With a copy to:

Clint Miller
Upper Midwest Field Rep.
The Conservation Fund
807 Rodeo Drive SE
Pine Island, MN 55963
Ph: (507) 356-6301
Email: cmiller@conservationfund.org

15. **MISCELLANEOUS.**

- 15.1 **Broker's Commission.** Except as otherwise set forth herein, Seller and Purchaser each represents to the other that they have not contracted with any broker or finder with regard to this transaction except **Brian Pankratz, Realtor, CBRE, 4400 West 78th Street, Suite 200, Minneapolis, MN, 55435, who shall be paid by Seller under separate agreement.** Each agrees to indemnify, defend and hold harmless the other from and against any and all liability, claims, demands, damages and costs of any kind arising out of or in connection with any broker's or finder's fee, commission or charges claimed to be due any person in

connection with such person's conduct respecting this transaction except as set forth herein.

- 15.2 Affidavit. At or prior to Closing, Seller shall furnish to Purchaser a duly executed Affidavit of Non-Foreign Status (the "Affidavit") in the form attached to this Agreement as Exhibit "B". Seller hereby declares and represents to Purchaser that Seller is not a "foreign person" for purposes of withholding of federal tax as described in such Affidavit.
- 15.3 Assigns. Purchaser may assign this Agreement and its rights as Purchaser hereunder by written assignment in which the assignee assumes the obligations of Purchaser hereunder. Purchaser may only assign to a non-profit organization or government or municipal entity or any division or subsidiary thereof.
- 15.4 Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Seller's heirs, executors, administrators, successors, and assigns.
- 15.5 Exhibits. The exhibit(s) hereto constitute an integral part of this Agreement and are incorporated herein by reference.
- 15.6 Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one agreement, which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Signatures may be evidenced by facsimile transmission and at the request of any party documents with original signatures shall be provided to the other party.
- 15.7 Severability. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- 15.8 Entire Agreement. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party thereto.
- 15.9 Authority. Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.
- 15.10 Merger. The obligations, covenants, representations, warranties, and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect during the period of the ownership of the Property by Purchaser.

- 15.11 Further Actions. Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to Purchaser and to vest in each party all rights, interests, and benefits intended to be conferred by this Agreement.
- 15.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.
- 15.13 Labor and Material; Existing Leases. Seller will execute and deliver to the Title Company at Closing a Mechanic's Lien Affidavit and Indemnity and such other documents and information as may be required by the Title Company to obtain deletion of the standard preprinted exception pertaining to mechanic's liens from Purchaser's policy of title insurance.
- 15.14 1099 Reporting. The Title Company is designated as the party responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing, to the extent required by the Internal Revenue Code and Treasury Regulations.
- 15.15 Improvements; Delivery of Property. All improvements, including, but not limited to, dwellings, outbuildings, barns, sheds, etc., shall be vacant and broom clean. Seller shall be responsible for the removal of all items left on the Property, which Purchaser does not want or which the Purchaser wishes to have removed. The improvements shall be subject to an inspection by Purchaser and/or its contractors or representatives prior to Closing. Purchaser shall advise Seller of all defects, which will require repair by Seller. Seller shall have the repairs completed prior to the time of Closing.
16. **SATURDAYS, SUNDAYS, HOLIDAYS.** If the final date of any time period of limitation set out in any provision of this Agreement falls on a Saturday, Sunday or a legal holiday under the laws of the state of Minnesota, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
17. **WAIVERS OF APPLICATION OF TITLE 42 U.S.C.A. SECTION 4601 AND/OR JUST COMPENSATION UNDER APPLICABLE STATE STATUTES.** Purchaser may assign this Agreement and its rights as Purchaser hereunder including the Deposit by written assignment to a governmental agency or entity, which assumes the obligations of Purchaser hereunder. Seller hereby waives any right to demand fair market value for the Property. In addition, recognizing that this Agreement is made in order to procure lands for public ownership and that condemnation will not be

used in any way as part of this transaction or in securing the Property, Seller hereby knowingly waives any potential right to receive compensation for the Property consistent with the requirements of either (i) Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601, et seq. (Public Law 91-646, as amended) including those provisions relating to incidental expenses incurred by Seller and/or (ii) applicable state statutes and regulations. Seller makes this waiver knowing that a governmental agency or entity will ultimately own the Property and/or that a governmental agency or entity may be an assignee of this Agreement.

18. **COMPLIANCE WITH FEDERAL LAW.** Each party hereby represents and warrants to the other that (A) neither the party making the representation, nor any persons or entities holding any legal or beneficial interest whatsoever in the party making the representation, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" (September 23, 2001) or any executive order of the President issued pursuant to such statutes; or (iii) persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action; and (B) the activities of the party making the representation do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Each party further covenants and agrees to promptly deliver to the other any documentation that the other party, may reasonably request in order to confirm the accuracy of the representations and warranties made in this paragraph.
19. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the last date signed by either party.
20. **CONDITIONS PRECEDENT.** Specific conditions precedent to Purchaser's obligation to perform under the terms of this Agreement are:
- 20.1 This Agreement shall be terminated with no further obligation to the parties and the Deposit returned to Purchaser unless Purchaser, the City of Maplewood, Ramsey County, and any other funding

sources approve the title report, Phase I Environmental Report, and appraisal by prior to the end of the Inspection Period; and

20.2 This Agreement shall be terminated with no further obligation to the parties and the Deposit returned to Purchaser unless Purchaser receives funding for this Purchase prior to the end of the Inspection Period;

20.3 This Agreement shall be terminated with no further obligation to the parties and the Deposit returned to Purchaser unless, prior to Closing, Purchaser's Board of Directors approves the transactions contemplated herein.

Unless all contingencies are timely met or waived by the Purchaser, this Contract shall be null and void, the Deposit returned to Purchaser, and neither party shall have further obligations under this Agreement.

[SIGNATURE PAGES FOLLOW]

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

SELLER

LAKELAND CONSTRUCTION FINANCE, LLC

BY: Scott D. Thorson
Its: Sr. Vice President

Date: 5/11/11

STATE OF Minnesota)
COUNTY OF Dakota) Ss:

On this 11th day of May, 2011, before me, the undersigned, a Notary Public in and for the Jurisdiction aforesaid, personally appeared Scott D. Thorson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was his/her act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Marijo Thomforde
Notary Public
Name: Marijo Thomforde
Notary Registration Number: _____

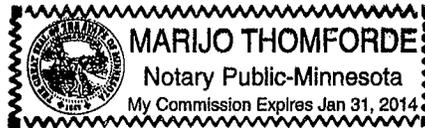


Exhibit "A"

Description of Property

~~CONFIDENTIAL - STATE COMPANY~~

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

EXHIBIT A

PARCEL A:

The West One-half (1/2) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-four (24), Township Twenty-eight (28), Range Twenty-two (22), lying Westerly of the Westerly right-of-way line of State Trunk Highway 494, Ramsey County, Minnesota;

Except the North 150 feet of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-four (24), Township Twenty-eight (28), Range Twenty-two (22) lying Westerly of the Westerly right-of-way line of State Trunk Highway 494;

And also except that part of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4), Section 24, Township 28 North, Range 22 West, Ramsey County, Minnesota, described as follows: Commencing at the intersection point of the North line of the Southwest Quarter (SW 1/4); Section 24 and the Westerly Right-of-Way line of T.H. #393; thence Southwesterly along the Westerly Right-of-Way line of T.H. #393, a distance of 223.75 feet to the actual point of beginning of the tract to be herein described; thence continuing Southwesterly along said Westerly Right-of-Way line of T.H. #393 a distance of 200 feet, to an angle point in said Right-of-Way line; thence deflecting Southwesterly 59 degrees 14 minutes, to the right, continuing along the Right-of-Way line of said T.H. #393, a distance of 195.51 feet, to another angle point in the said Right-of-Way line; thence Northeasterly, along a line drawn parallel to and 168 feet Northwesterly of the said Westerly Right-of-Way line, as measured at right angles, a distance of 246.49 feet, more or less, to its intersection with a line drawn parallel to the North line of said SW 1/4, Section 24 and Westerly from the actual point of beginning; thence East along said parallel line, a distance of 176.32 feet, more or less, to the actual point of beginning.

And the West 974.9 feet of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-four (24), Township Twenty-Eight (28), Range Twenty-two (22), except the North Five Hundred feet (500 ft.) thereof, all lying Westerly of the Westerly Right-of-Way line of State Trunk Highway 494, Ramsey County, Minnesota.

And the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-four (24), Township Twenty-eight (28), Range Twenty-two (22), Ramsey County, Minnesota; except that part taken by County of Ramsey in Final Certificates filed as Document No.'s 2254933 and 2256730.

~~This Policy is in full compliance with the requirements of the Act and is attached.~~

~~See the Appendix of Page(s).~~

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

PARCEL B:

That part of the Northeast 1/4 of the Southwest 1/4, Section 24, Township 28, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the intersection point of the North line of the Southwest 1/4, Section 24 and the Westerly Right-of-Way line of Trunk Highway #393; thence Southwesterly along the Westerly Right-of-Way line of Trunk Highway #393, a distance of 223.75 feet to the actual point of beginning of the tract to be herein described; thence continuing Southwesterly along said Westerly Right-of-Way line of Trunk Highway #393, a distance of 200 feet, to an angle point in said Right-of-Way line; thence deflecting Southwesterly 59 degrees 14 minutes to the right, continuing along the Right-of-Way line of said Trunk Highway #393, a distance of 195.51 feet, to another angle point in the said Right-of-Way line; thence Northeasterly, along a line drawn parallel to and 168 feet Northwesterly of the said Westerly Right-of-Way line, as measured at right angles, a distance of 246.49 feet, more or less, to its intersection with a line drawn parallel to the North line of said Southwest 1/4, Section 24 and Westerly from the actual point of beginning; thence East along said parallel line, a distance of 176.32 feet, more or less, to the actual point of beginning.

PARCEL C:

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-four (24), Township Twenty-eight (28), Range Twenty-two (22), Ramsey County, Minnesota.

PARCEL D:

That part of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 24, Township 28, Range 22, described as follows:

Beginning at a point on the North line of the Southeast Quarter of the Northwest Quarter (N. line SE 1/4 of NW 1/4) of Section Twenty four (24), Township Twenty eight (28), Range Twenty two (22), a distance of 325.3 feet West of the Northeast corner thereof; thence West along said North line a distance of 975.93 feet to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24 (NW corner SE 1/4 of NW 1/4); thence Southerly, along the West line of said Quarter-Quarter section line, a distance of Five Hundred (500) feet; thence East, and parallel with the North line, a distance of 974.93 feet; thence Northerly Five Hundred (500) feet to the point of beginning; except the East 150 feet of the North 290.4 feet and except the West 110 feet of the North 396 feet, Ramsey County, Minnesota.

PARCEL E:

That certain real property situate in the County of Ramsey, Minnesota, described as follows:

~~This Policy is invalid unless the cover sheet and Schedule B are attached.~~

~~Schedule A consists of 4 page(s)~~

~~_____~~
~~_____~~
~~_____~~

The Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 28, Range 22, Ramsey County, Minnesota, together with an easement over that part of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 24 and the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 24; being 33.00 feet either side of the following described centerline: Commencing at the Northeast corner of said Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 24; thence South 89 degrees 58 minutes 49 seconds West (assumed bearing) along the North line thereof a distance of 33.00 feet to the point of beginning of said centerline; thence Northeasterly on a non-tangential curve concave to the Southeast having a chord bearing of North 33 degrees 43 minutes 49 seconds East with a radius of 120.00 feet, central angle of 67 degrees, 28 minutes 00 seconds, a distance of 141.37 feet; thence North 67 degrees, 28 minutes 49 seconds East; tangent to last described curve a distance of 217.69 feet, more or less, to the Right of Way of Inter-State Highway No. 494 and there terminating

PARCEL F:

The Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, according to the government survey thereof, Ramsey County, Minnesota.

~~Which is hereby acknowledged in the presence of _____ and _____~~

~~Subscribed and sworn to before me this _____ day of _____, 200__.~~

Exhibit "B"

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 and Section 6045 of the Internal Revenue Code provide that the Transferee of a real property interest must withhold tax if the Transferor is a foreign person and must provide certain sales related information to the Internal Revenue Service. To inform THE CONSERVATION FUND (the "Transferee") that withholding of tax is not required upon its disposition of a U.S. real property interest, more particularly described in the Agreement annexed hereto LAKELAND CONSTRUCTION FINANCE, LLC (the "Transferor"), hereby certifies that:

1. Transferor is not a non-resident alien for purposes of U.S. income taxation as defined in the Internal Revenue Code and Income Tax Regulations.
2. Transferor's tax identification/ social security number is/are:
_____.
3. Transferor's principal address is:
_____.
4. The gross sales price of this transfer is:
_____.

Transferor understands that this affidavit and information contained herein will be disclosed to the Internal Revenue Service by the Transferee and, that any false statement made herein by Transferor could be punished by fine, imprisonment, or both.

Under penalties of perjury, Transferor declares that Transferor has examined this affidavit and, to the best of Transferor's knowledge and belief, it is true, correct, and complete and further declares that he/she is duly authorized to execute this affidavit or has the authority to execute on behalf of Transferor.

TRANSFEROR:

LAKELAND CONSTRUCTION FINANCE, LLC

By: Scott L
Its: Sr. Vice President

Date: 5/11/11

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

TITLE INSURANCE COMMITMENT
Issued by



AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions on Page 2.

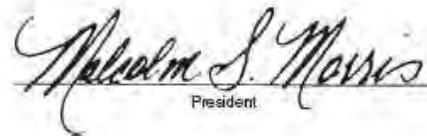
This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

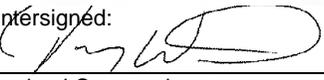
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.


Chairman of the Board




President

Countersigned:

Authorized Countersignature

Stewart Title of Minnesota, Inc.
Company

Bloomington, Minnesota
City, State

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



ESTABLISHED 1893
INCORPORATED 1908

A NAME
RECOGNIZED NATIONALLY
AS BEING
SYNONYMOUS WITH
QUALITY



TABLE OF CONTENTS

Page

AGREEMENT TO ISSUE POLICY

1

SCHEDULE A

1. Commitment date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I – REQUIREMENTS

SCHEDULE B-II – EXCEPTIONS

CONDITIONS

2



P.O. Box 2029
Houston, Texas 77252

SCHEDULE A

Order Number: 149698

1. Effective Date: April 10, 2011 at 7:00 A.M.
2. Policy or Policies to be issued: Amount of Insurance
 - (a) ALTA Owner's 2006 \$1,900,000.00
Proposed Insured: The Conservation Fund
 - (b) ALTA Loan 2006
Proposed Insured: NONE
3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in:

[Lakeland Construction Finance, LLC](#)

4. The land referred to in this Commitment is located in the County of Ramsey, State of Minnesota, and described as follows:

PARCEL A:

The West One-half of the Northeast Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, lying Westerly of the Westerly right-of-way line of State Trunk Highway 494, Ramsey County, Minnesota;

EXCEPT the North 150 feet of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, lying Westerly of the Westerly right-of-way line of State Trunk Highway 494;

AND ALSO EXCEPT that part of the Northeast Quarter of the Southwest Quarter 24, Township 28, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the intersection point of the North line of the Southwest Quarter; Section 24 and the Westerly Right-of-Way line of T.H. #393; thence Southwesterly along the Westerly Right-of-Way line of T.H. #393, a distance of 223.75 feet to the actual point of beginning of the tract to be described; thence continuing Southwesterly along Westerly Right-of-Way line of T.H. #393 a distance of 200 feet, to an angle point in said Right-of-Way line; thence deflecting Southwesterly 59 degrees 14 minutes, to the right, continuing along the Right-of-Way line of said T.H. #393, a distance of 195.51 feet, to another angle point in the said Right-of-Way line; thence Northeasterly, along a line drawn parallel to and 168 feet Northwesterly of said Westerly Right-of-Way line, as measured at right angles, a distance of 246.49 feet, more or less, to its intersection with a line drawn parallel to

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE A

the North line of said Southwest Quarter, Section 24 and Westerly from the actual point of beginning; thence East along said parallel line, a distance of 176.32 feet, more or less, to the actual point of beginning.

AND the West 974.9 feet of the Southeast Quarter of the Northwest Quarter of Section 24, Township 28, Range 22, except the North 500 feet thereof, all lying Westerly of the Westerly Right-of-Way line of State Trunk Highway 494, Ramsey County, Minnesota.

AND the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, Ramsey County, Minnesota; except that part taken by County of Ramsey in Final Certificate filed as Document No.'s 2254933 and 2256730.

PARCEL B:

That part of the Northeast Quarter of the Southwest Quarter, Section 24, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Commencing at the intersection point of the North line of the Southwest Quarter, Section 24 and the Westerly Right-of-Way line of Trunk Highway #393; thence Southwesterly along the Westerly Right-of-Way line of Trunk Highway #393, a distance of 223.75 feet to the actual point of beginning of the tract to be herein described; thence continuing Southwesterly along said Westerly Right-of-Way line of Trunk Highway #393, a distance of 200 feet, to an angle point in said Right-of-Way line; thence deflecting Southwesterly 59 degrees 14 minutes to the right, continuing along the Right-of-Way line of said Trunk Highway #393, a distance of 195.51 feet, to another angle point in the said Right-of-Way line; thence Northeasterly, along a line drawn parallel to and 168 feet Northwesterly of said Westerly Right-of-Way line, a measured as right angles, a distance of 246.49 feet, more or less, to its intersection with a line drawn parallel to the North line of said Southwest Quarter, Section 24 and Westerly from the actual point of beginning; thence East along said parallel line, a distance of 176.32 feet, more or less, to the actual point of beginning.

PARCEL C:

The Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, Ramsey County, Minnesota.

PARCEL D:

That part of the Southeast Quarter of the Northwest Quarter of Section 24, Township 28, Range 22, described as follows:

Beginning at a point on the North line of the Southwest Quarter of the Northwest Quarter of Section 24, Township 28, Range 22, a distance of 325.3 feet West of the Northeast corner thereof; thence West along said North line a distance of 975.93 feet to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence Southerly, along the West line of said Quarter-Quarter section line, a distance of 500 feet; thence East, and parallel with the North line, a distance of 974.93 feet; thence Northerly 500 feet to the point of beginning; except the East 150 feet of the North 290.4 feet and except the West 110 feet of the North 396 feet, Ramsey County, Minnesota.

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE A

PARCEL E:

That certain real property situate in the County of Ramsey, Minnesota, described as follows:
The Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, Ramsey County, Minnesota, together with an easement over that part of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 24 and the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 24; begin 33.00 feet either side of the following described centerline: Commencing at the Northeast corner of said Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 24; thence South 89 degrees 58 minutes 49 seconds West (assumed bearing) along the North line thereof a distance of 33.00 feet to the point of beginning of said centerline; thence Northeasterly on a non-tangential curve concave to the Southeast having a chord bearing of North 33 degrees 43 minutes 49 seconds East with a radius of 120.00 feet, center angle of 67 degrees, 28 minutes 00 seconds, a distance of 141.37 feet; thence North 67 degrees, 28 minutes 49 seconds East, tangent to last described curve a distance of 217.69 feet, more or less, to the Right-of-Way of Inter-State Highway No. 494 and there terminating.

PARCEL F:

The Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 24, Township 28, Range 22, according to the government survey thereof, Ramsey County, Minnesota.

Abstract

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE B – Section I

Requirements

Order Number: 149698

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY PARAGRAPH THREE (3) OF THE CONDITIONS.

The following are the requirements to be complied with:

1. A properly executed and recordable deed from **Lakeland Construction Finance, LLC** to **The Conservation Fund, a Maryland non-profit corporation**.
2. Affidavit Regarding Seller(s) executed by **Lakeland Construction Finance, LLC**.
3. Affidavit Regarding Purchaser(s) executed by **The Conservation Fund, a Maryland non-profit corporation**.
4. The company requires the following to be satisfied, subordinated or partially released:
Collateral, Assignment of Sheriff's Certificate, Mortgage, Security Agreement and Fixture Financing Statement in the original principal amount of \$10,112,452.63, dated 3-4-2009, filed 3-23-2009, as [Document No. 4146806](#), between Lakeland Construction Finance, LLC, a Minnesota corporation, mortgagor, and Bank of Scotland PLC (f/k/a Bank of Scotland), acting through its New York Branch, a public limited company registered in Scotland, United Kingdom, as administrative agent for the ratable benefit of the Lenders, mortgagee.
5. The company requires the following to be satisfied, subordinated or partially released:
Collateral Assignment of Sheriff's Certificate, Mortgage, Security Agreement and Fixture Financing Statement in the original principal amount of \$10,112,452.63, dated 3-4-2009, filed 3-23-2009, as [Document No. 4146807](#), between Lakeland Construction Finance, LLC, a Minnesota corporation, mortgagor, and BOS (USA) Inc., as administrative agent for the ratable benefit of the Lenders, mortgagee.
6. The company requires the following to be satisfied, subordinated or partially released:
Mortgage in the original principal amount of \$1,550,000.00, dated 9-15-2004, filed 9-16-2004, as [Document No. 3792276](#), between CoPar Development, LLC, a Wisconsin corporation, mortgagor, and Lakeland Construction Finance, LLC, a Minnesota limited liability company, mortgagee. (As to Parcel F)
7. The company requires the following to be satisfied, subordinated or partially released:
Mortgage in the original principal amount of \$1,025,000.00, dated 8-20-2004, filed 8-27-2004, as

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE B – Section I

Requirements

[Document No. 3787082](#), between CoPar Development, LLC, a Minnesota limited liability company, mortgagor, and Lakeland Construction Finance, LLC, a Minnesota limited liability company, mortgagee. (As to Parcel E)

8. The company requires the following to be satisfied, subordinated or partially released:
Mortgage in the original principal amount of \$650,000.00, dated 7-27-2005, filed 8-15-2005, as [Document No. 3880188](#), between CoPar Development, LLC, a Minnesota limited liability company, mortgagor, and Lakeland Construction Finance, LLC, a Minnesota limited liability company, mortgagee. (As to Parcel D)
9. The company requires the following to be satisfied, subordinated or partially released:
Mortgage in the original principal amount of \$4,750,000.00, dated 5-5-2005, filed 5-12-2005, as [Document No. 3855048](#), between CoPar Development, LLC, a Minnesota limited liability company, mortgagor, and Lakeland Construction Finance, LLC, a Minnesota limited liability company, mortgagee. (As to Parcels A, B and C)
10. The company requires the following to be satisfied, subordinated or partially released:
Mortgage in the original principal amount of \$700,000.00, dated 11-2-2004, filed 12-1-2004, as [Document No. 3812239](#), between Gary G. Schlomka, a single individual, mortgagor, and Lakeland Construction Finance, LLC, a Minnesota limited liability company, mortgagee. (As to Parcels A, B and C)

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE B – Section II

Exceptions

Order Number: 149698

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Rights or claims of tenants, as tenants only, in possession under unrecorded leases.
7. Taxes for the year 2011 in the amount of \$36,114.00. They are half paid. Base Tax amount \$36,114.00.
PIN: 24-28-22-31-0017. Non-Homestead
There are no delinquent taxes of record.

Taxes for the year 2011 in the amount of \$1,610.00. They are half paid. Base Tax amount \$1,610.00.
PIN: 24-28-22-31-0002. Non-Homestead
There are no delinquent taxes of record.

Taxes for the year 2011 in the amount of \$10,834.00. They are half paid. Base Tax amount \$10,834.00.
PIN: 24-28-22-32-0001. Non-Homestead
There are no delinquent taxes of record.

Taxes for the year 2011 in the amount of \$7,758.00. They are half paid. Base Tax amount \$7,758.00.
PIN: 24-28-22-24-0010. Non-Homestead
There are no delinquent taxes of record.

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE B – Section II

Exceptions

Taxes for the year 2011 in the amount of \$10,834.00. They are half paid. Base Tax amount \$10,834.00.

PIN: 24-28-22-32-0003. Non-Homestead

There are no delinquent taxes of record.

Taxes for the year 2011 in the amount of \$9,714.00. They are half paid. Base Tax amount \$9,714.00.

PIN: 24-28-22-32-0002. Non-Homestead

There are no delinquent taxes of record.

8. There are no levied or pending special assessments.
9. Subject to the rights of Carver Avenue; Henry Lane Right of Way as laid out and traveled.
10. Terms and conditions of Easement for roadway and utility purposes as set forth in documents filed 10-30-1979, as [Document No. 2060364](#) and [Document No. 2060365](#).
11. Terms and conditions of Easement in favor of Great Lakes Pipe Line Company, a Delaware corporation dated 3-21-1931, filed 5-15-1931, in Book 892 Deeds, page 350, as [Document No. 817152](#).
Assigned to Williams Brothers Pipe Line Company, a Delaware corporation, by Minnesota Special Warranty Deed, dated 3-15-1966, filed 4-5-1966, as [Document No. 1672978](#).
(Note: Easement appears to be unconfined)
12. Terms and conditions of controlled access as set forth in Final Certificate dated 5-7-1962, filed 6-21-1962, in Book 1795, page 365, as [Document No. 1565350](#).
Also shown in Quit Claim Deed dated 9-14-1972, filed 12-1-1972, as [Document No. 1843272](#), and as shown on Minnesota Department of Transportation Right-of-Way Plat No. 62-19, dated 7-30-2002, filed 8-6-2002, as [Document No. 3523549](#).
13. Terms and conditions of Easement for storm sewer and drainage purposes in favor of Ramsey Washington Metro Watershed District as set forth in Surface Water Drainage Easement dated 6-20-1989, filed 7-7-1989, as Document No. [2499330](#) and [2499331](#).
14. Rights of the State of Minnesota as set forth in Final Certificate dated 5-7-1962, filed 6-21-1962, as [Document No. 1565350](#).
15. Terms and conditions of Easement for roadway purposes dated 10-4-1947, filed 10-6-1947, in Book 1261 of Deeds, page 28, as [Document No. 1160446](#).

**STEWART TITLE
GUARANTY COMPANY**

SCHEDULE B – Section II

Exceptions

16. Terms and conditions of Right of Way Agreement dated 11-19-1959, filed 12-21-1959, as [Document No. 15010190](#).
(Note: easement appears to be partially defined)
17. Terms and conditions of Memorandum of Option Agreement dated 3-1-2005, filed 3-31-2005, as [Document No. 3844715](#), between CoPar Development, LLC, a Minnesota limited liability company, and The Rottlund Company, Inc., a Minnesota corporation. (As to Parcel E)
18. Terms and conditions of Memorandum of Option Agreement dated 3-1-2005, filed 3-31-2005, as [Document No. 3844716](#), between CoPar Development, LLC, a Minnesota limited liability company, and The Rottlund Company, Inc., a Minnesota corporation. (As to Parcel F)
19. Terms and conditions of Developer’s Agreement dated 9-17-2008, filed 10-16-2008, as [Document No. 4122071](#).
20. Subject to the following matters as disclosed on the survey prepared by McCombs Frank Roos Associates, Inc., dated 5-6-2005:
 - a) Fence and buildings (As to Parcel D)

Note: Stewart Title is not in possession of the above mentioned survey. This exception was carried forward from a prior policy.
21. Intentionally moved to Schedule B-1.
22. Intentionally moved to Schedule B-1.
23. Intentionally moved to Schedule B-1.
24. Intentionally moved to Schedule B-1.
25. Intentionally moved to Schedule B-1.

Note: Revised 5-27-2011:Schedule B-2, Item 21-25 moved to Schedule B-1

**STEWART TITLE
GUARANTY COMPANY**

Protecting Fish Creek Natural Area Greenway

Project:	Acquire 70 acres adjacent to Fish Creek Open Space
Intended Use:	Protect natural resources and provide public access for hiking and enjoyment of nature
Location:	Maplewood, MN, Ramsey County
Partners:	City of Maplewood, Ramsey County, Ramsey-Washington Metro Watershed District, The Conservation Fund
Project Cost:	\$2,100,000
Unmet Need:	\$975,000

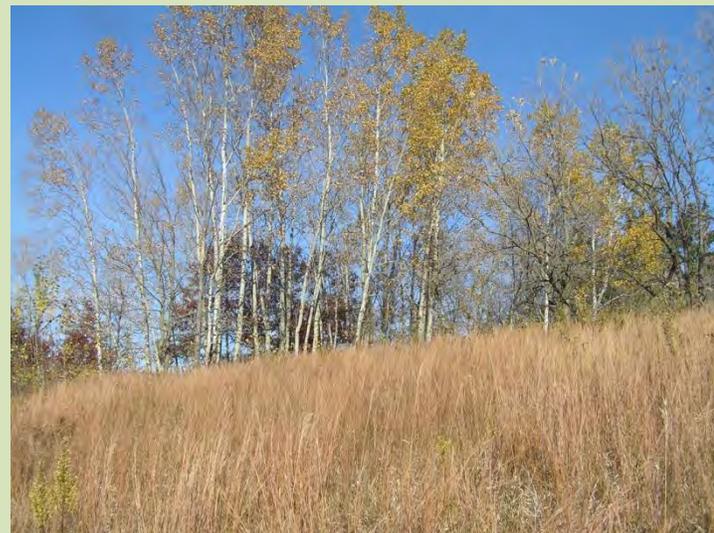


The Fish Creek Natural Area Greenway stretches from the Mississippi River in St. Paul, through Maplewood, to Carver Park in Woodbury. The heart of the greenway is Fish Creek and Ramsey County's 142-acre Fish Creek Open Space. In 2010, project partners adopted a vision for the greenway and plans for protection, stewardship, and access to nature.

Now is the time! A top priority parcel is for sale and The Conservation Fund has secured an option to buy it. Surrounded on three sides by county open space, this site is a key link in the greenway. Once pasture land, today this land is open rolling hills with wide views, prairie remnants, oak and aspen woodlands, and a pine plantation. The southwest corner of the site is Mississippi River bluff land with a dramatic vista across the river valley. Part of the Mississippi River flyway, the site is frequented by raptors, songbirds, and wildlife species such as fox, coyote, deer, and opossum.



Views of Fish Creek from Ramsey County Open Space.



Prairie remnant and aspen grove on the site.

Help Preserve This Link In The Greenway

Preserving this site will protect:

- Wildlife habitat including woodlands and grasslands.
- Fish Creek and its upland buffer.
- Mississippi River bluff lands.
- Scenic views.

Preserving this site will create opportunities for hiking and nature exploration by providing:

- Public access to the bluff top and its incredible views over the Mississippi River Valley.
- Future hiking trail winding through the rolling hills.
- Access point needed to create the Fish Creek Hiking Trail, a 1-1/2 mile trail from Point Douglas Road in St. Paul to Carver Lake Park in Woodbury.
- Significantly improved access to existing county lands.
- Connections to local and regional bike trails, including the Mississippi River Trail.

Contact: DuWayne Konewko, Director Parks and Recreation, City of Maplewood, 651-249-2330
duwayne.konewko@ci.maplewood.mn.us

This site lies within the Mississippi National River and Recreation Area, The Mississippi River Corridor Critical Area, and the Metro Conservation Corridor.

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (this "Agreement") is entered into this ___ day of _____, 2011 by and between **THE CONSERVATION FUND, A Non-Profit Corporation**, organized and existing under the laws of the State of Maryland with a business address at 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 ("TCF"), and **CITY OF MAPLEWOOD** with a business address at 1830 County Road B East, Maplewood, MN, 55109 ("MAPLEWOOD").

RECITALS:

A. TCF and Lakeland Construction Finance, LLC ("LAKELAND") have entered into that certain Contract for Sale of Real Estate having an effective date of May 10, 2011, a copy of which is attached as Schedule A (the "Acquisition Contract") to acquire the fee simple interest in and to land containing approximately 69.6+/- acres in the aggregate as well as certain improvements situated thereon and located in the County of Ramsey, State of Minnesota and more particularly described in that certain Commitment for Title Insurance issued by Stewart Title Guaranty Company (the "Title Company") Commitment No. 149698, bearing an effective date of April 10, 2011, a copy of which is attached as Schedule B, all as more particularly described in the Acquisition Contract (the "Property").

B. After acquiring the Property, TCF desires to sell and MAPLEWOOD agrees to purchase the Property from TCF, pursuant to the terms of this Agreement.

THE AGREEMENT:

1. PROPERTY. TCF agrees to sell and MAPLEWOOD agrees to buy, on the terms and conditions set forth in this Agreement the fee simple interest in and to the land containing approximately 69.6+/- acres in the aggregate located in Ramsey County, State of Minnesota, and more particularly described on Schedule B attached, together with those buildings, improvements, personalty and fixtures situated thereon to be conveyed to TCF pursuant to the

terms of the Acquisition Contract, all as more particularly described in Schedule A (the "Property").

The Property is being sold in "as is" condition, subject to all covenants, easements, restrictions and reservations of record and any matters that might be revealed by a current and accurate survey.

2. CLOSING CONTINGENCIES.

2.1 CLOSING under this Agreement is expressly contingent upon TCF's closing under the Acquisition Contract and the recording in the appropriate registry of deeds or other land registry office of a good and sufficient general warranty deed conveying to TCF good and marketable and insurable title in and to the Property, free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions as are of record and as are approved by TCF.

- 3. PURCHASE PRICE:** The purchase price for the Property shall equal the sum of:
- a) a base purchase price of **ONE MILLION NINE HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,900,000.00)**; plus
 - b) all out of pocket expenses incurred by TCF in connection with the acquisition of the Property, including but not limited to expenses for conducting due diligence inspections (by way of example and not limitation, environmental reports, appraisals, title commitment and survey, if any), and closing costs (by way of example and not limitation, title insurance, transfer taxes, adjustments in real estate taxes, and closing fees); plus
 - c) all third-party costs incurred by TCF in the ownership and management of the Property from the date of closing under the Acquisition Contract until the date of Closing under this Agreement (by way of example and not limitation, real estate taxes, insurance and utility charges); plus
 - d) an administrative fee in the amount of **SIXTY THOUSAND AND 00/100 THS (\$60,000)**; plus and
 - e) interest carry costs on TCF's purchase price at a rate of five percent (5%) simple interest per annum for the period commencing on the date of TCF's closing

under the Acquisition Contract until the date of Closing under this Agreement (collectively the "Purchase Price").

- f) At any time prior to the Closing, MAPLEWOOD may reimburse TCF for any portion of the purchase price paid by TCF at TCF's Acquisition Contract Closing, and such reimbursement payment shall reduce the interest carry costs to be paid at Closing by MAPLEWOOD accordingly by reducing the amount upon which such interest runs during TCF's ownership period.

The Purchase Price shall be paid by MAPLEWOOD to TCF at Closing under this Agreement in cash, certified funds, or by wire transfer of federal or other immediately available funds.

4. CLOSING DATE. The closing of the conveyance of the Property to MAPLEWOOD as contemplated hereunder (the "Closing") shall be held at the office of the Title Company or TCF's local counsel on or before October 11, 2013, or at any other mutually agreed upon date.

5. DOCUMENTS; TITLE INSURANCE. MAPLEWOOD, at MAPLEWOOD's option, may obtain a title insurance commitment through the Title Company pursuant to which the Title Company shall issue to MAPLEWOOD, at MAPLEWOOD's expense and option, a standard coverage owner's policy of title insurance insuring title to the Property.

6. INSPECTION PERIOD. MAPLEWOOD has until **seven (7) days before expiration of TCF's Inspection Period under the Acquisition Contract** in which to obtain, secure, conduct, review and analyze any and all tests, studies, applications, reports and documents deemed necessary by MAPLEWOOD to satisfy itself as to the suitability of the Property for purchase and ownership by MAPLEWOOD. TCF and MAPLEWOOD agree to work cooperatively on their respective due diligence review of the Property, as more fully described below.

6.1. Title Commitment. Prior to entry into this Agreement, TCF ordered a title search and commitment for title insurance for the Property from the Title Company. TCF has provided MAPLEWOOD with a copy of the commitment for title insurance and copies of all documents and other information provided by the Title Company.

6.2 Right of Entry. During the Inspection Period MAPLEWOOD may enter upon the Property at reasonable times for surveying, structural inspection, title examination and other reasonable purposes related to this transaction, upon at least seven (7) days prior telephonic notice to Seller through its authorized representative, Clint Miller (telephone: 651-764-0655). MAPLEWOOD agrees to return the Property to substantially the same condition that existed prior to MAPLEWOOD's activities. TCF has a similar right under the Acquisition Contract to enter the Property to conduct due diligence tests and studies. TCF and MAPLEWOOD agree to promptly share with one another all due diligence materials and findings generated or obtained by each party.

6.3. Election at the End of the Inspection Period. If MAPLEWOOD is dissatisfied with its due diligence investigations, MAPLEWOOD shall so inform TCF of those objectionable matters in a written notice that shall include backup documentation identifying the objection (for example title commitments, environmental site assessments and surveys), on or before the expiration of the Inspection Period. TCF agrees that if MAPLEWOOD timely notifies TCF of its objections, TCF will incorporate MAPLEWOOD's objections into a purchaser's objection notice provided by TCF to LAKELAND, and will include MAPLEWOOD's request to either terminate the Acquisition Contract or offer LAKELAND the right to cure the objection to the extent allowed under the Acquisition Contract. If the parties offer LAKELAND the right to cure and LAKELAND is unable or unwilling to do so, TCF and MAPLEWOOD will work together to determine whether TCF should exercise its right to either waive the objection and proceed to closing under the Acquisition Contract or terminate the Acquisition Contract, provided that MAPLEWOOD communicates its intent no later than two (2) days after being informed that LAKELAND is unable or unwilling to cure the defect. If MAPLEWOOD fails to provide all timely notices to TCF as required under this Section 5, MAPLEWOOD shall be deemed to have waived its right to raise objections and such inaction shall be deemed an acknowledgement by MAPLEWOOD that the Property is acceptable for all purposes. If MAPLEWOOD does not direct TCF to terminate the Acquisition Contract within the time frames set forth above in this Section 5, MAPLEWOOD shall be deemed legally obligated to Close on its purchase of the Property under this Agreement, subject to TCF satisfactorily closing under the Acquisition Contract.

7. **TITLE.** At Closing, TCF shall execute and deliver to MAPLEWOOD a good and sufficient general warranty deed conveying to MAPLEWOOD good and marketable and insurable title in and to the Property, free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions as are of record. Any warranties of title are expressly limited to the property described in the deed of conveyance to TCF.

8. **TAXES.** Taxes and general assessments for all years prior to Closing shall be paid by TCF (subject to reimbursement under section 3). All taxes and assessments for the Property for the current tax year shall be paid by MAPLEWOOD at Closing.

9. **COSTS AND FEES.** All closing fees, transfer taxes, rollback taxes and escrow costs shall be paid by MAPLEWOOD.

10. DAMAGES; DEFAULT.

10.1 In the event that all of the conditions to this Agreement shall have been satisfied, or waived and: (a) TCF shall have fully performed or tendered performance of its obligations under this Agreement; and (b) MAPLEWOOD shall be unable or shall fail to perform MAPLEWOOD's obligations under this Agreement, then TCF may pursue against MAPLEWOOD any remedy available to it under law.

10.2 If TCF shall default on its obligation to consummate the transaction contemplated hereunder, MAPLEWOOD may elect, at MAPLEWOOD's sole option to terminate this Agreement and be released from its obligations hereunder, in which event this Agreement shall be deemed null and void and of no further force and effect.

11. NOTICES. All notices required or permitted hereunder will be deemed to have been delivered only upon actual delivery thereof. All notices required or permitted hereunder shall be given by hand delivery, or sent by email followed by US Mail (with receipt occurring upon receipt by email), Federal Express or other courier for delivery, directed as follows:

If to TCF: THE CONSERVATION FUND
1655 N. Ft. Myer Drive, Ste. 1300
Arlington, VA 22209

Attn: Lily G. Engle, Esquire
Associate Counsel
Phone: 703/525-6300 Fax: 703/4525-4610
lengle@conservationfund.org

With Copy To: Clint Miller
Upper Midwest Field Representative
The Conservation Fund
807 Rodeo Drive SE
Pine Island, MN 55963
Phone: 507/356-6301 Fax: 507/356-6302
cmiller@conservationfund.org

If to MAPLEWOOD: City of Maplewood
1830 County Road B East
Maplewood, MN 55109
Attn: DuWayne Konewko, Community & Parks Development Dir.
Phone: 651/249-2330 Fax: 651/249-2319
duwayne.konewko@ci.maplewood.mn.us

12. MISCELLANEOUS.

12.1 Broker's Commission. TCF and MAPLEWOOD each represent to the other that each has not contracted with any broker or finder with regard to this transaction and each agrees to indemnify, defend and hold harmless the other from and against any and all liability, claims, demands, damages and costs of any kind arising out of or in connection with any broker's or finder's fee, commission or charges claimed to be due any person in connection with such person's conduct respecting this transaction.

12.2 Certificate. At or prior to Closing, TCF shall furnish to MAPLEWOOD a duly executed Certificate of Non-Foreign Status in the form attached to this Agreement as Schedule C. TCF hereby declares and represents to MAPLEWOOD that TCF is not a "foreign person" for purposes of withholding of federal tax as described in such Certificate.

12.3 Assigns. MAPLEWOOD may not assign this Agreement and MAPLEWOOD's right as MAPLEWOOD hereunder without the written consent of TCF, which may be withheld, in TCF's absolute discretion. Such assignment shall not relieve MAPLEWOOD of MAPLEWOOD's obligations under this Agreement in the absence of express release from TCF.

12.4 Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of TCF.

12.5 Schedules. The Schedules attached hereto constitute an integral part of this Agreement and are hereby incorporated herein by reference.

12.6 Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one agreement which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

12.7 Severability/Rules of Construction. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect. Each party has fully considered, negotiated and participated in the drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises after the Effective Date, then no presumption or burden of proof shall arise either favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

12.8 Entire Agreement. This Agreement represents the entire agreement of the parties and may not be amended except in writing signed by each party thereto.

12.9 Authority. Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

12.10 Further Actions. Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to MAPLEWOOD and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement.

12.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

12.12 Recognition of Assistance. If MAPLEWOOD erects or maintains signage at entrances to the Property or at any visitor center or other public facility or display located on the Property such signage shall, as additional consideration for the transfer of the Property to MAPLEWOOD, include the statement: "This Property was acquired with the assistance of The Conservation Fund."

13. ***EFFECTIVE DATE.*** The Effective Date of this Agreement shall be the last date signed by either party.

14. ***AS-IS, WHERE-IS.*** Except as otherwise specifically set forth in this Agreement, TCF has not made, does not make, and has not authorized anyone else to make, any representations as to: (a) the existence or non-existence of access to or from the Property or any portion thereof; (b) the location of the Property or any portion thereof within any flood plain, flood prone area or watershed; (c) the availability of water, sewer, electrical, gas or other utility services; (d) the number of acres in the Property; (e) the present or future physical condition or suitability of the Property, including, without limitation, the environmental status of the Property; (f) any other matter or thing relating to the Property or this Agreement. MAPLEWOOD expressly acknowledges that: (a) no such representations have been made by TCF (or on TCF's behalf) and, in entering into this Agreement, MAPLEWOOD does not rely on any representations other than those set forth herein and MAPLEWOOD has inspected the Property, or caused an inspection of the same to be made on MAPLEWOOD's behalf, and is thoroughly familiar and fully satisfied therewith. MAPLEWOOD shall take title to and possession of the Property in "as is" condition, as of the date thereof, subject to wear and tear until the Settlement Date. TCF HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO THE PROPERTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MAPLEWOOD ACKNOWLEDGES AND AGREES THAT MAPLEWOOD SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS OR LICENSES REQUIRED BY MAPLEWOOD TO CARRY ON IT'S INTENDED OPERATIONS AT THE PROPERTY.

14.1 **Waiver.** MAPLEWOOD hereby and knowingly waives any potential right MAPLEWOOD may have to receive compensation or contribution relating to the Property to which MAPLEWOOD may be entitled from the Seller pursuant to the provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., Superfund,

or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws.

15. INTERIM LEASE OF THE PROPERTY. Commencing on the date of TCF's closing under the Acquisition Contract until the date of Closing under this Agreement, or such earlier date established by TCF in its sole discretion (the "Lease Term"), MAPLEWOOD agrees to hold a leasehold interest in the Property for a rental of \$1.00 for the entire Lease Term. The purpose of the leasehold interest shall for the use and benefit of MAPLEWOOD and of the public to hike, observe wildlife and enjoy scenic beauty; and to enter upon and utilize the above described lands to the extent necessary for the full enjoyment and use of the rights and privileges granted by this lease. This lease shall be subject to the following terms and conditions:

a. MAPLEWOOD shall use the Property only in a manner consistent with the conservation purposes for which the Property was acquired. No hunting, fishing, building of campfires or grilling, dumping of trash, garbage, sewage, sawdust, or any unsightly or offensive material shall be permitted on the Property.

b. MAPLEWOOD shall be solely responsible and liable for the management and operation of the Property at its sole risk, cost and expense, and shall post and regularly maintain the Property to prevent the unauthorized use or possession of the Property

c. MAPLEWOOD shall, at its sole cost and expense, conduct such routine maintenance of the Property as deemed reasonably necessary and appropriate by MAPLEWOOD to maintain the Property in good condition consistent with conservation purposes.

d. MAPLEWOOD shall indemnify and hold harmless TCF for all liability or claims of liability arising out of our in connection with MAPLEWOOD's lease of the Property, together with any obligations associated therewith. MAPLEWOOD shall bear the risk of loss of any portion of the Property damaged or destroyed during the Lease Term.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below written.

[Signatures on following page]

TCF:

**THE CONSERVATION FUND
A Non-Profit Corporation**

By: _____
Printed Name: _____
Title: _____

Date: _____

MAPLEWOOD:

City of Maplewood

By: _____
Printed Name: _____
Title: _____

Date: _____

SCHEDULE A
COPY OF ACQUISITION CONTRACT

SCHEDULE B
COPY OF TITLE COMMITMENT

SCHEDULE C

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 and Section 6045 of the Internal Revenue Code provide that the Transferee of a real property interest must withhold tax if the Transferor is a foreign person and must provide certain sales related information to the Internal Revenue Service. To inform **CITY OF MAPLEWOOD** (the "Transferee") that withholding of tax is not required upon its disposition of a U.S. real property interest, which is more particularly described herein, **THE CONSERVATION FUND** (the "Transferor"), hereby certifies that:

1. Transferor is not a non-resident alien for purposes of U.S. income taxation.
2. Transferor's tax identification number is: 52-1388917.
3. Transferor's principal business address is: 1655 North Fort Myer Drive, Suite 1300, Arlington, VA 22209.
4. The gross sales price of this transfer is: \$_____.

Transferor understands that this affidavit and information contained herein will be disclosed to the Internal Revenue Service by the Transferee and that any false statement made herein by Transferor could be punished by fine, imprisonment, or both.

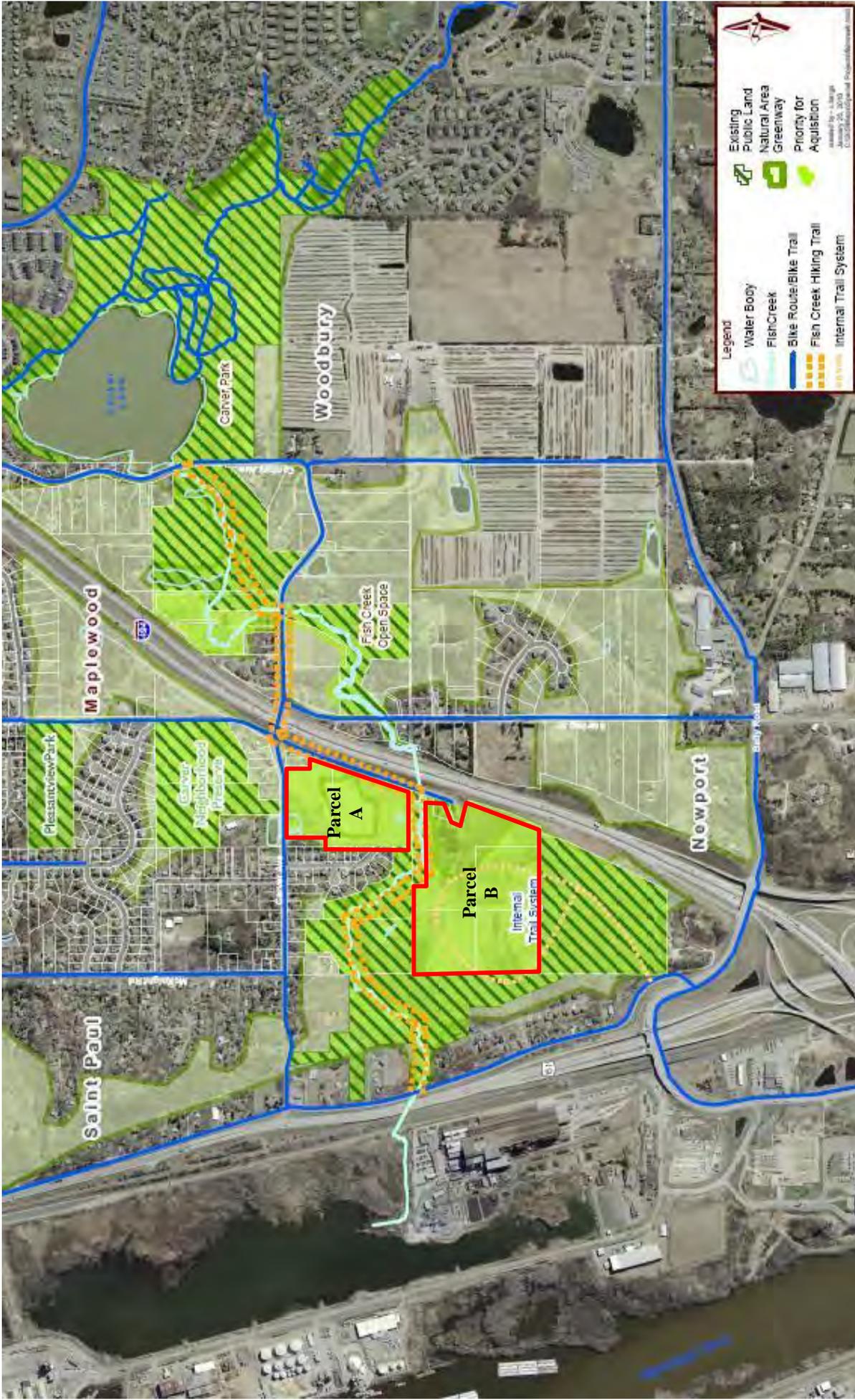
Under penalties of perjury, Transferor declares that Transferor has examined this certification and, to the best of Transferor's knowledge and belief, it is true, correct and complete.

TRANSFEROR:

THE CONSERVATION FUND
A NON-PROFIT CORPORATION

By: _____
Printed Name: _____
Title: _____

Date: _____



Welcome to the Fish Creek Natural Area Greenway. Natural areas are shaded green on this map. The crosshatch indicates land in public ownership. Parcels A and B make up the 70-acre site under option. The proposed Fish Creek Hiking Trail (orange dotted line) would follow the creek for much of its route.

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MEMORANDUM

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: August 3, 2011
RE: Request of the City Council to Call a Special Meeting to Canvass the Results
of the August 9, 2011 Primary Election

Background

The Primary Election will be held on August 9, 2011. As directed by State Statute 205.185 Subd. 3, the City Council acting as the canvassing board canvasses the results of the election and declares the results.

205.185 PROCEDURE.

Subd. 3. Canvass of returns, certificate of election, ballots, disposition.

(a) Within seven days Between the third and tenth days after an election, the governing body of a city conducting any election including a special municipal election, or the governing body of a town conducting the general election in November shall act as the canvassing board, canvass the returns, and declare the results of the election.

Recommendation

It is recommended that the City Council call a Special Meeting to be held on Friday, August 12, 2011 at 12:00 noon to canvass the results of the Primary Election.

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MEMORANDUM

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
 Ginny Gaynor, Natural Resources Coordinator
SUBJECT: Consider Approval of Bid for Joy Park Phase II Improvements
DATE: August 1, 2011 for August 8, 2011 meeting

INTRODUCTION

On September 13, 2010, Maplewood City Council approved \$300,000 funding for Joy Park Phase II Improvements and authorized staff to hire SEH, Inc. to develop plans and specifications. On June 14, 2011, Council approved staff seeking bids for Joy Park Phase II Improvements. Two bid proposals have been received for this project.

DISCUSSION

In 2010, the city completed Phase I Joy Park improvements including: 1) Installed Lake Links Trail, 2) Installed new parking lot for boat launch area, 3) Installed five rain gardens to capture parking lot runoff, 4) Enhanced three wetlands and wetland buffer, 5) Installed two shoreline access points, 6) Restored 200' of shoreline buffer, and 7) Installed fishing pier.

On September 13, 2010, City Council approved \$300,000 PAC funding for Joy Park Phase II Improvements, and approved hiring SEH, Inc. to develop project plans and specifications. Attachment 1 shows the layout of trails and amenities for Joy Park Phase II. Improvements include:

1. Install three additional step access points along the shoreline.
2. Restore 150' shoreline and repair existing eroded areas.
3. Install bituminous trail loop on west side of park and bituminous trail to fishing pier on east side of park.
4. Install rustic trail on west side of park (mowed) and rustic trail section on east side of park (gravel).
5. Install boardwalk over wetland.
6. Install benches.
7. Remove old parking lot and construct new parking lot.
8. Construct rain garden to filter parking lot runoff.
9. Seed along trails and disturbed areas.

A picnic shelter was included as an alternate bid item but there is not enough funding to install that as part of Phase II Improvements.

In response to the Request for Proposals, five companies requested plan sets. Bids were received from two contractors as follows:

Company	Base Bid	Alternate 1 – picnic shelter	Previous Maplewood Projects
Hardrives, Inc.	\$250,401.88	\$75,530.10	Joy Park Phase I Holloway-Stanich Streets
Fitol-Hintz Construction, Inc.	261,854.75	\$87,240.00	Lions Park

Staff recommends that council accept the low bid from Hardrives, Inc.

Wetland and Shoreline Permit

On July 14, 2011, Valley Branch Watershed District approved a permit for this project. The issues requiring their approval included: 1) stormwater management, 2) installation of a trail within a shoreline/wetland buffer, and 3) installation of a boardwalk across the wetland. The district voted 3:1 to approve the permit, with one member recusing himself. Maplewood's wetland ordinance allows for public trails and boardwalks within wetland buffers.

The homeowners adjacent to Joy Park, Paul and Barbara Swan, oppose the city putting in a rustic trail and boardwalk on the west site of the park, citing that this is an area with high quality wetlands and people should not have access the area. Staff believes the trail and boardwalk will be a tremendous amenity at this site and can be done in a way that will not degrade natural resources. The master plan called for an 8'-wide bituminous trail in this area and we have changed this to 4'-wide rustic trail in the specifications. In addition, staff will be developing signage to address use issues such as littering, trampling vegetation, and protecting the site's resources.

Joy Park Phase I and Phase II improvements make significant improvements to the wetlands, shoreline, and natural resources at the park. There are now raingardens filtering parking lot runoff, 200' of shoreline have been stabilized to prevent erosion, there are step access points to the lake, the western wetlands have been improved through weed control and native seeding, and buckthorn is being controlled in the western wetland buffers. Phase II continues these natural resources improvements and provides better access to the park so people can have a quality experience of nature.

Funding

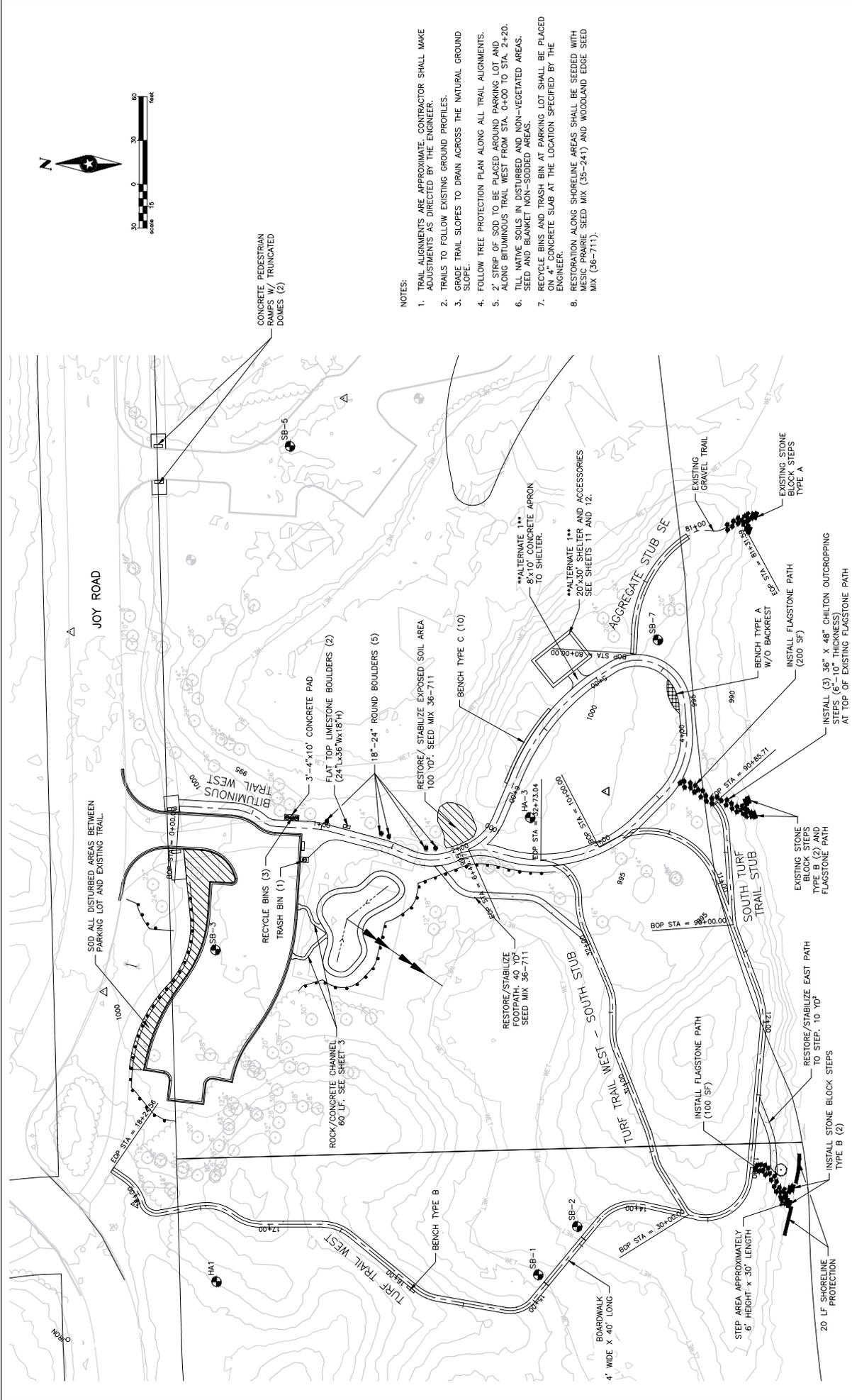
On September 13, 2010 council approved \$300,000 from PAC fund for Phase II Improvements, which included \$35,000 for SEH, Inc. to develop plans and specifications. With the bid proposal, approximately \$15,000 remains for plant material and plantings (the bids received include seeding but not planting).

The shoreline restoration, additional plantings, and potentially some of the rain garden installation is eligible for a Valley Branch Watershed District cost-share grant. Staff would like to submit a grant to the district to increase the amount of shoreline restoration and the amount of native plantings done during Phase II. We anticipate requesting \$20,000 to \$25,000. The restoration work in the bid and specifications would serve as our 50% match. This would increase the total project cost for Phase II improvements to \$325,000 (\$300,000 city funds, up to \$25,000 grant).

RECOMMENDATION

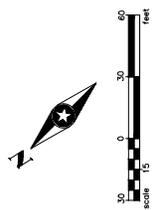
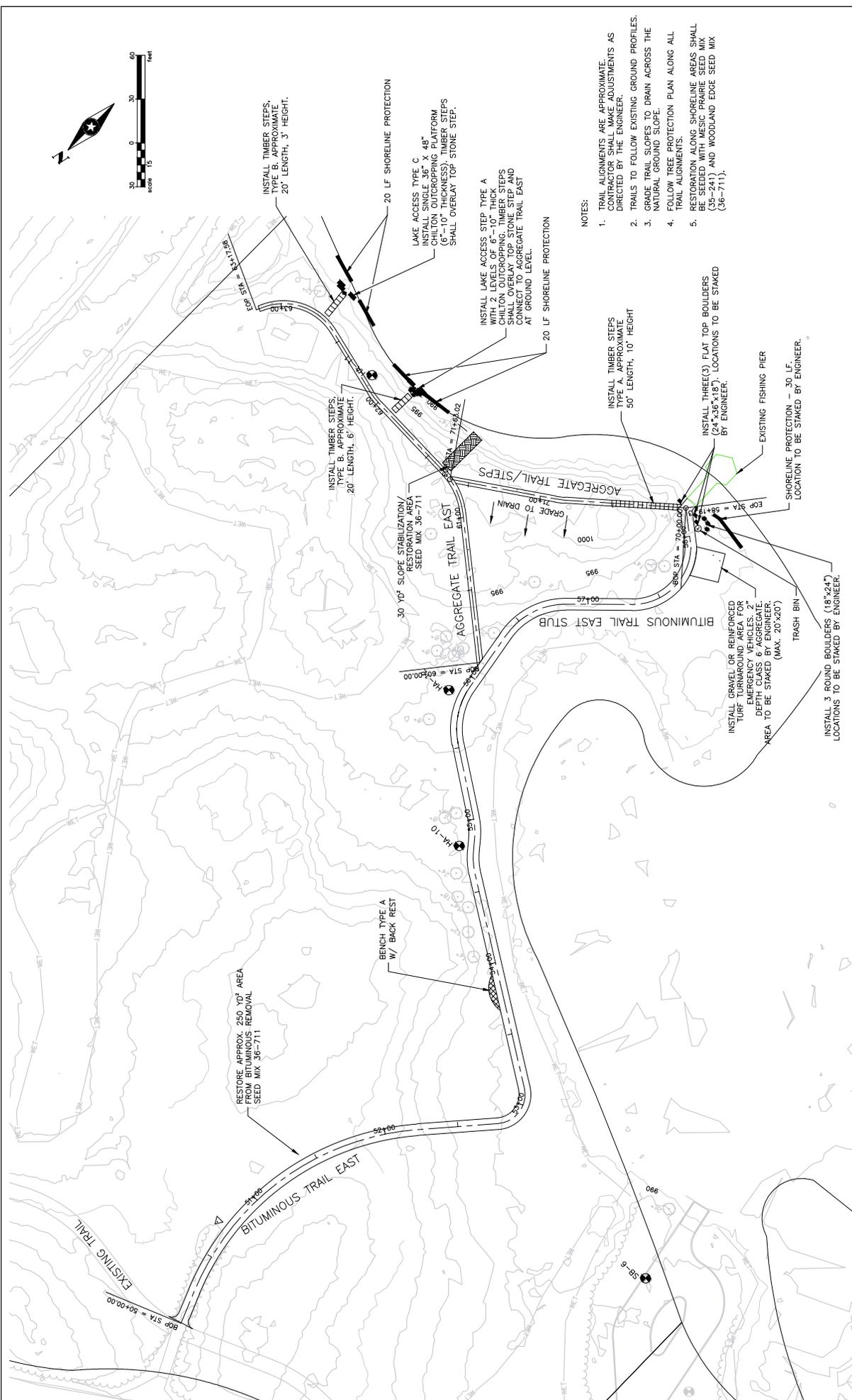
Staff requests that City Council consider approval of the bid from Hardrives, Inc. for Joy Park Phase II Improvements, in an amount not to exceed \$250,401.88.

Staff requests that City Council consider increasing the total project cost for Joy Park Phase II Improvements to a maximum of \$325,000, if staff is successful in receiving a grant for the additional amount from Valley Branch Watershed District.



- NOTES:
1. TRAIL ALIGNMENTS ARE APPROXIMATE. CONTRACTOR SHALL MAKE ADJUSTMENTS AS DIRECTED BY THE ENGINEER.
 2. TRAILS TO FOLLOW EXISTING GROUND PROFILES.
 3. GRADE TRAIL SLOPES TO DRAIN ACROSS THE NATURAL GROUND SLOPE.
 4. FOLLOW TREE PROTECTION PLAN ALONG ALL TRAIL ALIGNMENTS.
 5. 2' STRIP OF SOD TO BE PLACED AROUND PARKING LOT AND ALONG BITUMINOUS TRAIL WEST FROM STA. 0+00 TO STA. 2+20.
 6. TILL MATRIE SOILS IN DISTURBED AND NON-VEGETATED AREAS. SEED AND BLANKET NON-SODDED AREAS.
 7. RECYCLE BINS AND TRASH BIN AT PARKING LOT SHALL BE PLACED ON CONCRETE SLAB AT THE LOCATION SPECIFIED BY THE ENGINEER.
 8. RESTORATION ALONG SHORELINE AREAS SHALL BE SEED WITH MEXICAN PRARIE SEED MIX (35-241) AND WOODLAND EDGE SEED MIX (36-711).

FILE NO. MAPLE 103885	19	22
WEST AREA LAYOUT JOY PARK PHASE II IMPROVEMENTS		
MAPLEWOOD, MINNESOTA		
RUSK (654) 685-2000 3535 WALKERS CENTER DR. ST. PAUL, MN 55110 		
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR A PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. Ronald B. Loeff, P.E. License No. 24411 Date: 06/23/2011		
DESIGN TEAM	NO. BY	DATE
DRAWN BY: AJS/BRH		
DESIGNER: CES		
CHECKED BY: REL		
REVISIONS		



- NOTES:
1. TRAIL ALIGNMENTS ARE APPROXIMATE. CONTRACTOR SHALL MAKE ADJUSTMENTS AS DIRECTED BY THE ENGINEER.
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 5. RESTORATION ALONG SHORELINE AREAS SHALL BE SEED WITH MESC PRAIRIE SEED MIX (35-241) AND WOODLAND EDGE SEED MIX (36-711).

DRAWN BY: AJS/BRH		I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. Ronald B. Luetz, P.E. Lic. No. 24411 Date: 06/13/2011	SEH SERVICE ENGINEERS & ARCHITECTS 3535 WASHINGTON CENTER DR. ST. PAUL, MN 55110 PHONE: (651) 485-2000 FAX: (651) 485-2000	MAPLEWOOD, MINNESOTA EAST AREA TRAIL LAYOUT JOY PARK PHASE II IMPROVEMENTS	FILE NO. MAPLE 103885	
DESIGNER: CES	NO. BY					DATE
CHECKED BY: REL	NO. BY					DATE
DESIGN TEAM	NO. BY					DATE