

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, November 14, 2011
City Hall, Council Chambers
Meeting No. 22-11

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 October 24, 2011, City Council Workshop Minutes
2. Approval of October 24, 2011, City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

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

1. Approval Of Claims
2. Approval of 2011 Budget Adjustments and Transfers
3. Approval of 2012 Contract with Alan Kantrud for Attorney Services
4. Approval of 2012 Animal Control Contract
5. Approval of Resolution Adopting Ambulance Rates for 2012
6. Approval of Resolution Accepting State Aid Advancement Funds
7. Approval of Resolution Authorizing MN/DOT Agency Agreement
8. Approval of Resolution of Donation to the Fire Department from Chris Larson
9. Approval of Resolution Certifying Special Assessments for Unpaid Ambulance Bills
10. Approval of Resolution Certifying Special Assessments for Unpaid Miscellaneous Charges
11. Approval of Resolution Temporary Gambling Permits for Ramsey Nursing Home Foundation
12. Approval of Purchase of Two Submersible Sewage Pumps for Lift Station #6
13. Approval of Purchase of Toolcat 5610 F-Series Work Machine
14. Approval of Installation of No-Parking Signs at Mayhill Road & 7th Street
15. Approval of Installation of Stop Signs at Sandhurst Avenue & Kennard Street

- H. PUBLIC HEARINGS-** Public Hearings will Be Held at 7:00 p.m. or Thereafter
1. 2012 Mill and Overlay Improvements, Project 11-15
 - a. Public Hearing
 - b. Resolution Ordering Improvement after Public Hearing (4 votes)
 2. Holloway and Stanich Highlands Area Improvements, Project 09-13
 - a. Re-Assessment Hearing
 - b. Resolution Adopting Assessment Roll
 3. Ordinance Amendment of Section 2-41 - City Council Authority to Consider Variances from the Zoning Code (First Reading)
 4. Ordinance Amendment of Section 44-13 - City Council Authority to Consider Variances from the Zoning Code (First Reading)
 5. Ordinance Amendment of Section 44-14 - Allowing Reduction in Lot Sizes and Building Setbacks When Streets are Widened (First Reading)
 6. Ordinance Amendment of Article VI - Allowing Staff to Consider Minor Variances for Single and Double Dwellings (First Reading)
- I. UNFINISHED BUSINESS**
1. Approval of Contract for Auditing Services
 2. Trash Collection System Analysis
 - a. Review of Draft Contract Between the City of Maplewood and Allied Waste Services for Residential Trash Collection Service
 - b. Notice of 90-Day Negotiation Period End Date on November 21, 2011
 - c. Review of Tennis Sanitation, LLC, Proposal for Improvements to City's Existing Open Trash Collection System
- J. NEW BUSINESS**
1. Approval of Wetland Buffer Waiver for Joy Park Ditch Maintenance
 2. Approval of Resolution Canvassing the Results of the November 8, 2011 Municipal General Election
 3. Approval to Expend Funds to Refurbish a Fire Vehicle
- K. VISITOR PRESENTATIONS**
- L. AWARD OF BIDS**
- M. ADMINISTRATIVE PRESENTATIONS**
- N. COUNCIL PRESENTATIONS**
- O. ADJOURNMENT**

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

RULES OF CIVILITY FOR OUR COMMUNITY

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

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, October 24, 2011
Council Chambers, City Hall
Meeting No. 21-11

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:12 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

Councilmember Juenemann added agenda item N1 Code Enforcement.

Councilmember Nephew added agenda items N2 Cable Commission and N3 Maplewood Monthly.

Councilmember Juenemann moved to approve the agenda as amended.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of October 5, 2011 City Council Workshop Minutes

Councilmember Juenemann moved to approve the October 5, 2011 City Council Workshop Minutes as submitted.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

2. Approval of October 10, 2011 City Council Workshop Minutes

Councilmember Juenemann moved to approve the October 10, 2011 City Council Workshop Minutes as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

3. Approval of October 10, 2011 City Council Meeting Minutes

Councilmember Llanas moved to approve the October 10, 2011 City Council Meeting Minutes as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. 3M Presentation, Thomas J. Heim, Director of Administrative Services

City Planner Mike Martin presented the staff report and introduced Thomas J. Heim, Director of Administrative Services for 3M. Mr. Heim presented the report on 3M renovations and answered questions of the council.

G. CONSENT AGENDA

Councilmember Juenemann highlighted item G3 Approval of Summary Publication – Renewable Energy Ordinance.

Councilmember Koppen moved to approve agenda items G1 thru G6.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Koppen moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

\$ 119,059.63	Checks # 85347 thru # 85393 dated 10/6/11 thru 10/11/11
\$ 966,420.13	Disbursements via debits to checking account dated 9/28/11 thru 10/6/11
\$ 426,428.02	Checks # 85394 thru # 85449 dated 10/11/11 thru 10/18/11
\$ 178,222.67	Disbursements via debits to checking account dated 10/7/11 thru 10/13/11
<hr/>	
\$ 1,690,130.45	Total Accounts Payable

PAYROLL

\$ 497,732.68	Payroll Checks and Direct Deposits dated 10/14/11
\$ 2,375.01	Payroll Deduction check # 9984959 thru # 9984961 dated 10/14/11
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\$ 500,107.69	Total Payroll
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\$ 2,190,238.14	GRAND TOTAL

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Approval of Conditional Use Permit Review – Xcel Substation, 1480 County Road D

Councilmember Koppen moved to approve the Conditional Use Permit Review for Xcel Substation located at 1480 County Road D.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

3. Approval of Summary Publication – Renewable Energy Ordinance

Environmental Planner Finwall presented the staff report and answered questions of the council.

Councilmember Koppen moved to approve the Summary Publication for the Renewable Energy Ordinance.

Ordinance No. 914 Renewable Energy Ordinance

On October 10, 2011, the Maplewood City Council adopted an ordinance which creates regulations for wind turbines, solar systems, and geothermal ground-source heat pumps. The City strongly encourages increased energy conservation and improved energy efficiency, but also finds that increased use of appropriate renewable energy systems will be an important part of improving urban sustainability. The ordinance will encourage renewable energy systems that have a positive impact in energy conservation, with limited adverse impact on the community. A summary of the ordinance follows:

Wind

Large Wind Energy Conversion Systems: Ground mounted large wind energy conversion systems (WECS) of equal to or greater than 100 kW in total nameplate generating capacity and up to 125 feet in height and roof mounted large WECS are allowed with approval of a conditional use permit in the following properties: commercial or industrial zoned properties, multiple dwelling residential or planned unit development zoned properties (for shared energy production among the properties), government or institution guided properties.

Small Wind Energy Conversion Systems: Ground mounted small WECS of less than 100 kW in total nameplate generating capacity and up to 60 feet in height and roof mounted small WECS are a permitted use in any zoning district, with the exception of small ground mounted WECS in residential zoning districts that require approval from 100 percent of surrounding property owners prior to construction.

WECS Standards: The ordinance allows 1 large or small ground mounted WECS on a single lot up to 5 acres and 1 large or small ground mounted WECS per 5 acres of land area thereafter. The ordinance also specifies regulations for placement, design, and general standards for all WECS.

Solar

Solar energy systems are a permitted use in any zoning district. The ordinance also specifies regulations for ground and roof mounted solar energy systems including placement, height, and coverage.

Geothermal

- *Geothermal ground source heat pump systems* (closed loop only) are a permitted use in any zoning district. The ordinance also specifies regulations for ground source heat pump systems including placement and design.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

4. Approval of 2011 Budget Transfers

Councilmember Koppen moved to approve the 2011 Budget Transfers.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

5. Approval of Resolution TH 36/English Street Interchange Improvement, City Project 09-08, Authorizing Additional Consulting Services and Adopting Project Budget

Councilmember Koppen moved to approve the Resolution TH 36/English Street Interchange Improvement, City Project 09-08, Authorizing Additional Consulting Services and Adopting Project Budget.

RESOLUTION 11-24-636 AUTHORIZING CONSULTING AND TESTING SERVICES AND ADOPTING PRELIMINARY BUDGET

WHEREAS, the City has received \$7,350,000 in Surface Transportation Program Funding and has worked cooperatively with project partners including Ramsey County, Ramsey-Washington Metro Watershed, and Mn/DOT in securing additional funding for the TH 36/English Street Interchange Improvement, City Project 09-08.

AND WHEREAS, consulting services are needed for the next phase of the improvement project, and SEH, Inc. and Kimley-Horn and Associates have provided previous work on this project and have presented a work orders to continue project implementation;

AND WHEREAS, Braun Intertec provided the lowest responsive quote to perform drilling and testing services for the project;

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

1. The City's pool consultants, SEH, Inc. and Kimley-Horn and Associates are the designated firms for the next phase of project implementation and the City shall execute the attached work orders estimated in an amount \$233,500 and \$148,880 respectively, in order to begin said work plan.
2. Braun Intertec is the designated firm to perform drilling and testing services estimated in an amount of \$139,360 and the City shall execute a contract for said services.
2. The finance director is hereby authorized to make the financial transfers necessary to implement the preliminary financing plan for the project. A budget of \$17,780,000 shall be

established. The proposed financing plan is as follows with the understanding that the approval does not financially obligate project stakeholders until final agreements are made. In addition this preliminary budget shows a funding gap of \$2 million:

	Total Cost	STP Interchange \$	STP Water Quality \$	MNDOT SRC (1)	Ramsey County	Cooperative Agreement (2)	City	RWMWD	Total Sources
Total Project Cost	\$17,780,000	\$7,350,000	\$248,000	\$4,500,000	\$250,000	\$708,000	\$2,050,000	\$732,000	\$15,838,000

Adopted by the City Council this 24th day of October 2011.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

6. Approval of Temporary Gambling Resolution and Fee Waiver – MMFL Media for Shoua Yang Benefit

RESOLUTION 11-24-637

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary premises permit for lawful gambling is approved for MMFL Media (Minnesota Metro Fastpitch League), to be used at the Dog House Bar and Grill, 2029 Woodlyn Avenue, Maplewood, MN, on November 19, 2011 from 4:00 p.m. to 7:00 p.m.

FURTHERMORE, that the Maplewood City Council waives any objection to the timeliness of application for said permit as governed by Minnesota Statute §349.213.

FURTHERMORE, that the Maplewood City Council requests that the Gambling Control Division of the Minnesota Department of Gaming approve said permit application as being in compliance with Minnesota Statute §349.213.

NOW, THEREFORE, be it further resolved that this Resolution by the City Council of Maplewood, Minnesota, be forwarded to the Gambling Control Division for their approval.

Councilmember Koppen moved to approve the Temporary Gambling Resolution and Fee Waiver – MMFL Media for Shoua Yang Benefit.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

H. PUBLIC HEARING

None.

I. UNFINISHED BUSINESS

1. Trash Collection System Analysis – Update on Negotiations with Allied Waste Services

Environmental Planner Finwall presented the staff report and answered questions of the council. Mr. Yearling from Allied Waste Management addressed and answered questions of the council.

The following people spoke:

1. Willie Tennis, Tennis Sanitation
2. Mark Jenkins, Maplewood

2. Approval of Charitable Gambling Fund Proposed Awards

Assistant City Manager Ahl presented the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the Charitable Gambling Fund Proposed Awards.

Organization	Amount Requested	Proposed Award
American Red Cross - TC Area Chapter	\$2,500	\$600
Boy Scout Troop 461	\$2,500	\$1,250
Dispute Resolution Center	\$3,000	\$1,300
District 622 ADD/ADHD Support Group	\$600	\$300
District 622 Education Foundation	\$2,500	\$1,085
Friends of Ramsey County Libraries	\$4,500	\$1,690
Maple Tree Monastery Childcare Center	\$3,176	\$385
Maplewood Area Historical Society	\$7,614	\$4,483
Maplewood Mall - Simon Youth Foundation	\$500	\$280
Maplewood Police Explorers	\$8,000	\$4,950
Maplewood Police Reserves	\$5,000	\$3,900
Maplewood Youth Scholarship Fund	\$3,000	\$1,760
North St. Paul Area Food Shelf	\$1,000	\$900
Ramsey County Fair	\$3,200	\$2,100
Second Chance Animal Rescue	\$2,000	\$650
Tubman Family Alliance	\$3,500	\$1,800
Weaver Elementary PTA	\$500	\$250
Fund Reserves		\$2,317
TOTAL	\$53,091	\$30,000

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

J. NEW BUSINESS

1. 2012 Mill & Overlays, City Project 11-15, Resolution Accepting Feasibility Study and Calling for Public Hearing

Deputy Public Works Director Thompson presented the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the Resolution Accepting Feasibility Study and Calling for Public Hearing for 2012 Mill & Overlays, City Project 11-15.

**RESOLUTION 638
ACCEPTING FEASIBILITY STUDY AND CALLING FOR PUBLIC HEARING**

WHEREAS, pursuant to resolutions of the council adopted June 27, 2011, a report has been prepared by the city engineering division with reference to the improvement of the 2012 Mill and Overlays, City Project 11-15, and this report was received by the council on October 24, 2011, and

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

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

1. The council will consider the 2012 Mill and Overlays, City Project 11-15 in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$3,194,800.
2. The city engineer, or designated staff engineer, is the engineer for this improvement and is hereby directed to prepare final plans and specifications for the making of said improvement.
3. The finance director is hereby authorized to make the financial transfers necessary for the preparation of plans and specifications. A proposed budget of \$3,194,800 shall be established. The proposed financing plan is as follows:

ESTIMATED PROJECT COST RECOVERY		
FUNDING SOURCE	TOTAL AMOUNT	% OF TOTAL PROJECT
M.S.A. BONDS	\$1,266,400	40%
SANITARY SEWER FUND	\$59,900	2%
ENVIRONMENTAL UTILITY FUND	\$46,200	1%
SPECIAL BENEFIT ASSESSMENT	\$1,146,000	36%
W.A.C. FUND	\$26,300	1%
3M TAX INCREMENT FINANCING	\$650,000	20%
TOTAL FUNDING	\$3,194,800	100%

4. A public hearing shall be held on such proposed improvement on the 14th day of November, 2011 in the council chambers of city hall at 7:00 p.m., and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Approved this 24th day of October 2011

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

K. VISITOR PRESENTATIONS

None.

L. AWARD OF BIDS

None.

M. ADMINISTRATIVE PRESENTATIONS

1. Cancellation of November 7, 2011 City Council – Manager Work Session

Councilmember Juenemann moved to cancel the November 7, 2011 City Council – Manager Workshop Session.

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

N. COUNCIL PRESENTATIONS

1. Maplewood Monthly

Mayor Rossbach presented the Maplewood Monthly and informed residents that information on the November 8, 2011 municipal election is on the front page.

2. Code Enforcement

Councilmember Juenemann requested information from staff relating to code enforcement and homeowners setting things on the curb for sale or give it away for free.

3. Cable Commission

Councilmember Koppen requested to discuss at a future workshop what's working and what's not working with the Cable Commission.

O. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 8:19 p.m.

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AGENDA REPORT

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

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:

\$ 1,039,480.77	Checks # 85450 thru # 85498 dated 10/19/11 thru 10/25/11
\$ 318,999.00	Disbursements via debits to checking account dated 9/30/11 thru 10/20/11
\$ 984,420.19	Checks # 85499 thru # 85559 dated 10/25/11 thru 11/1/11
\$ 195,213.49	Disbursements via debits to checking account 10/21/11 thru 10/27/11
\$ 439,058.92	Checks # 85560 thru # 85639 dated 11/2/11 thru 11/8/11
\$ 381,679.05	Disbursements via debits to checking account dated 10/31/11 thru 11/4/11
<u>\$ 3,358,851.42</u>	Total Accounts Payable

PAYROLL

\$ 498,588.33	Payroll Checks and Direct Deposits dated 10/28/11
\$ 2,375.01	Payroll Deduction check # 9985488 thru # 9985490 dated 10/28/11
<u>\$ 500,963.34</u>	Total Payroll
<u><u>\$ 3,859,814.76</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.

sb
 attachments

Check Register
City of Maplewood

10/21/2011

Check	Date	Vendor	Description	Amount
85450	10/19/2011	04936 BREANNA DANIELS	SPECIAL PAYROLL CHECK 10-14-2011 PAYI	257.89
85451	10/25/2011	02396 SHANN FINWALL	MILEAGE REIMBURSEMENT	102.30
85452	10/25/2011	00585 GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - SEPT	783.00
85453	10/25/2011	04206 H.A. KANTRUD	NOV LEGAL SERVICES	16,100.00
85454	10/25/2011	00687 HUGO'S TREE CARE INC	REMOVAL OF BRANCHES AND TREES	1,506.94
	10/25/2011	00687 HUGO'S TREE CARE INC	REMOVAL OF BRANCHES AND TREES	213.75
	10/25/2011	00687 HUGO'S TREE CARE INC	REMOVAL OF BRANCHES AND TREES	106.88
85455	10/25/2011	04917 LUNDA CONSTRUCTION CO.	PARTIAL PAYMENT #3 PROJ 04-21	627,298.87
85456	10/25/2011	00985 METROPOLITAN COUNCIL	WASTEWATER - NOVEMBER	216,688.14
85457	10/25/2011	04316 CITY OF MINNEAPOLIS RECEIVABLES	SEPT PAWN SYSTEM BILLING	550.80
85458	10/25/2011	01337 RAMSEY COUNTY-PROP REC & REV	SEPT 911 DISPATCH SVCS	24,088.75
	10/25/2011	01337 RAMSEY COUNTY-PROP REC & REV	SEPT RADIO FLEET SUPPORT	654.08
85459	10/25/2011	01337 RAMSEY COUNTY-PROP REC & REV	2011 GENERAL ELECTION BALLOTS	1,398.26
85460	10/25/2011	01546 SUBURBAN SPORTSWEAR	SHIRTS FOR GYM PROGRAMS	252.50
85461	10/25/2011	01574 T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	772.81
	10/25/2011	01574 T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	714.16
85462	10/25/2011	01190 XCEL ENERGY	ELECTRIC UTILITY	3,621.64
	10/25/2011	01190 XCEL ENERGY	ELECTRIC UTILITY	2,785.34
	10/25/2011	01190 XCEL ENERGY	ELECTRIC UTILITY	256.88
	10/25/2011	01190 XCEL ENERGY	ELECTRIC UTILITY	51.51
85463	10/25/2011	01798 YOCUM OIL CO.	OCT UL GAS PURCHASE - CONTRACT	16,725.46
	10/25/2011	01798 YOCUM OIL CO.	OCT DIESEL PURCHASE - CONTRACT	8,801.39
85464	10/25/2011	00064 MARK ALDRIDGE	SECURITY OFFICER FOR 10/15 EVENT	245.00
85465	10/25/2011	04047 ASHLAND PRODUCTIONS	USHERS FOR SHOW	153.00
85466	10/25/2011	04471 B&B AVM INC.	CONCERT SOUND FOR SHOW 10/14	1,300.00
85467	10/25/2011	00159 PAUL BARTZ	REIMB FOR TRAINING EXPENSES	117.20
85468	10/25/2011	03738 CHARLES E. BETHEL	RETAINER FOR LEGAL SVCS & RENT	6,375.00
85469	10/25/2011	04937 RICHARD DUNKIRK	THEATER PERFORMANCE 10/15 REMEMBE	940.00
85470	10/25/2011	00003 ESCROW REFUND	309 SUMMER PL - MASTERPIECE HMS	3,026.10
85471	10/25/2011	00595 GRAYBAR ELECTRIC COMPANY INC	6-60' LIGHT STRUCTURES AND LIGHTING	49,670.65
85472	10/25/2011	01971 MARY JACKSON	MILEAGE REIMBURSEMENT	37.74
85473	10/25/2011	00809 TOMMY KONG	REIMB FOR TRAINING EXPENSE	10.71
85474	10/25/2011	04098 NICHOLAS KREKELER	UNIFORM ALLOWANCE	93.39
85475	10/25/2011	00857 LEAGUE OF MINNESOTA CITIES	2011 REGIONAL MTG FEE - ROSSBACH	40.00
85476	10/25/2011	00936 MAPLEWOOD HISTORICAL SOCIETY	ANNUAL CITY CONTRIBUTION 2011	2,000.00
85477	10/25/2011	00959 BILLY MCLAUGHLIN	CONCERT PERFORMANCE 10/8/11	2,152.50
85478	10/25/2011	01216 OLYMPIC POOLS INC	AQUATICS AREA DIAMOND BRITE AND PLA	23,633.00
85479	10/25/2011	00001 ONE TIME VENDOR	REPR REIMB PROJ 10-14 T.DEVANEY	1,390.68
85480	10/25/2011	00001 ONE TIME VENDOR	REPAIR REIMB PRJ10-14 - P.LYNCH	1,215.50
85481	10/25/2011	00001 ONE TIME VENDOR	REFUND WEDDING REC. - A. MONSEN	350.00
85482	10/25/2011	00001 ONE TIME VENDOR	REF TRANS MW033541-S.FRANZMEIER	291.00
85483	10/25/2011	00001 ONE TIME VENDOR	REFUND TRANS MW03053 - H. WALSH	280.51
85484	10/25/2011	00001 ONE TIME VENDOR	HP BENEFIT - T. NASSEFF	180.00
85485	10/25/2011	00001 ONE TIME VENDOR	REPR REIMB PROJ 10-14 P.SCHNEIDER	90.00
85486	10/25/2011	00001 ONE TIME VENDOR	MMBRSHIP CANCELLED - R.MONSON	70.70
85487	10/25/2011	00001 ONE TIME VENDOR	JA-AUG HP BENEFIT - D. JONGEWAARD	60.00
85488	10/25/2011	00001 ONE TIME VENDOR	AUG HP BENEFIT - M.KAUFENBERG	20.00
85489	10/25/2011	00001 ONE TIME VENDOR	AUG BCBS BENEFIT - M. YANG	20.00
85490	10/25/2011	00001 ONE TIME VENDOR	REFUND MNRR - J.BAKER	19.00
85491	10/25/2011	04938 PHANCY FACE PAINTING PLUS	FACE PAINTING AT WOMENS EXPO	300.00
85492	10/25/2011	01284 POSTMASTER	CITY NEWS - DECEMBER MAILING	4,500.00
85493	10/25/2011	02008 RAMSEY COUNTY PUBLIC WORKS	STREET STRIPING NOT TO EXCEED \$27,00	12,963.90
85494	10/25/2011	02001 CITY OF ROSEVILLE	OCT JPA - NETWORKS SVCS	625.00
85495	10/25/2011	04778 DANIEL WILLIAM SCHLUETER	SOUND TECH - BANQUET RM EVENTS	300.00

85496	10/25/2011	01836	CITY OF ST PAUL	SEPT CRIME LAB SERVICES	215.00
85497	10/25/2011	01634	TOUSLEY FORD, INC.	REBUILT TRANNY FOR SQUAD 946	2,438.89
	10/25/2011	01634	TOUSLEY FORD, INC.	CREDIT FOR RETURNED CORE	-641.25
85498	10/25/2011	01669	TWIN CITIES TRANSPORT &	SEPT TOWING FEES	1,266.20
					<u>1,039,480.77</u>

49 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Transmitted	Settlement			
<u>Date</u>	<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
9/30/2011	10/17/2011	VANCO	Billing fee	113.00
10/13/2011	10/17/2011	U.S. Treasurer	Federal Payroll Tax	91,608.28
10/13/2011	10/17/2011	P.E.R.A.	P.E.R.A.	85,787.21
10/14/2011	10/17/2011	MN State Treasurer	Drivers License/Deputy Registrar	16,726.47
10/14/2011	10/17/2011	MN Dept of Natural Resources	DNR electronic licenses	456.50
10/13/2011	10/18/2011	MidAmerica - ING	HRA Flex plan	13,517.74
10/13/2011	10/18/2011	Labor Unions	Union Dues	1,843.00
10/13/2011	10/18/2011	MN State Treasurer	State Payroll Tax	19,908.77
10/17/2011	10/18/2011	MN State Treasurer	Drivers License/Deputy Registrar	12,520.50
10/15/2011	10/19/2011	MN Dept of Revenue	Sales Tax	5,183.00
10/18/2011	10/19/2011	MN State Treasurer	Drivers License/Deputy Registrar	18,125.35
10/19/2011	10/20/2011	MN State Treasurer	Drivers License/Deputy Registrar	23,773.09
10/13/2011	10/21/2011	Optum Health	DCRP & Flex plan payments	2,233.42
10/15/2011	10/21/2011	MN Dept of Revenue	Fuel Tax	287.56
10/20/2011	10/21/2011	MN State Treasurer	Drivers License/Deputy Registrar	26,514.11
10/20/2011	10/21/2011	MN Dept of Natural Resources	DNR electronic licenses	401.00
TOTAL				<u><u>318,999.00</u></u>

Check Register
City of Maplewood

10/31/2011

Check	Date	Vendor	Description	Amount
85499	10/25/2011	02464 US BANK	FUNDS FOR ATMS	10,000.00
85500	11/01/2011	00157 BARR ENGINEERING CO	PROJ 10-14 PROF SRVS 8/13 - 9/09	3,348.12
85501	11/01/2011	03809 CASIE JACKSON	RED CROSS BABYSITTING INSTRUCTION	120.00
85502	11/01/2011	02728 KIMLEY-HORN & ASSOCIATES INC	PROJ 04-21 SRVS THRU 8/31	43,293.05
	11/01/2011	02728 KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 SRVS THRU 8/31	16,611.54
	11/01/2011	02728 KIMLEY-HORN & ASSOCIATES INC	PROJ 10-20 SRVS THRU 8/31	3,113.90
	11/01/2011	02728 KIMLEY-HORN & ASSOCIATES INC	PROJ 08-13 SRVS THRU 8/31	3,081.95
	11/01/2011	02728 KIMLEY-HORN & ASSOCIATES INC	PROJ 10-09 SRVS THRU 8/31	285.00
85503	11/01/2011	03789 MICHAEL NYE	REIMB FOR MEALS 10/19 - 10/20	22.85
85504	11/01/2011	01819 PAETEC	LOCAL PHONE SERVICE 9/15 - 10/14	1,551.45
	11/01/2011	01819 PAETEC	LOCAL PHONE SERVICE 8/15 - 9/14	1,503.18
85505	11/01/2011	04943 JOE RUEB	REIMB FOR MILEAGE 9/21 - 9/23	161.03
85506	11/01/2011	01409 S.E.H.	PROJ 09-08 ENGINEERING FEES	36,293.98
	11/01/2011	01409 S.E.H.	PROJ 04-21 ENGINEERING FEES	21,256.94
	11/01/2011	01409 S.E.H.	PROJ 09-09 ENGINEERING FEES	6,336.08
	11/01/2011	01409 S.E.H.	PROJ 11-19 ENGINEERING FEES	4,907.83
	11/01/2011	01409 S.E.H.	ARCHITECT PLANNING SRVS PD SPACE	1,965.59
	11/01/2011	01409 S.E.H.	ENGINEERING FEES	1,054.86
	11/01/2011	01409 S.E.H.	PROJ 10-14 ENGINEERING FEES	474.24
	11/01/2011	01409 S.E.H.	ARCHITECT PLANNING SRVS GLADSTONE	458.10
	11/01/2011	01409 S.E.H.	WETLAND MITIGATION MONITORING	103.98
	11/01/2011	01409 S.E.H.	ARCHITECT PLANNING SRVS PD SPACE	-141.85
85507	11/01/2011	01574 T.A. SCHIFSKY & SONS, INC	PROJ 10-14 WESTERN HILLS PARTPMT#7	736,024.67
85508	11/01/2011	01190 XCEL ENERGY	ELECTRIC & GAS UTILITY	20,415.94
	11/01/2011	01190 XCEL ENERGY	ELECTRIC & GAS UTILITY	5,742.19
85509	11/01/2011	04562 AFFORDABLE FOOT CARE	SENIOR FOOTCARE CLINICS 6/7 - 9/13	546.00
	11/01/2011	04562 AFFORDABLE FOOT CARE	SENIOR FOOTCARE CLINICS 4/12 - 5/10	196.00
85510	11/01/2011	02074 CHARLES R AHL	REIMB FOR AIRFARE BAG 9/18	25.00
85511	11/01/2011	00058 CRAIG AICHELE	REIMB FOR MILEAGE 10/13	32.19
85512	11/01/2011	00111 ANIMAL CONTROL SERVICES	PATROL HOURS 10/3 - 10/23	1,848.00
	11/01/2011	00111 ANIMAL CONTROL SERVICES	BOARDING & DESTRUCTION FEES	1,640.88
85513	11/01/2011	00116 APPEARANCE PLUS CAR WASH CORP	CAR WASHES AUG & SEPT	269.20
85514	11/01/2011	04942 BOB & THE BEACHCOMBERS	PERFORMANCE MCC 10/08	400.00
85515	11/01/2011	00211 BRAUN INTERTEC CORP.	PROJ 04-21 PROF SRVS THRU 10/7	4,417.25
85516	11/01/2011	00230 BRYAN ROCK PRODUCTS, INC.	BASE MATERIALS	115.62
85517	11/01/2011	04549 JAN ALICE CAMPBELL	ZUMBA INSTRUCTION SEPT	150.00
85518	11/01/2011	04946 CREATIVE SRVS OF NEW ENGLAND	PD PROMOTIONAL BADGE STICKERS	320.95
85519	11/01/2011	04806 ECUMEN	ESCROW REL 1670 LEGACY PKWY	22,818.56
85520	11/01/2011	00003 ESCROW REFUND	ESCROW REL SHEPHERDS 2730 BRAND	2,500.00
85521	11/01/2011	01401 FIRST STUDENT INC	BUS FEE FIELD TRIP-AAMODTS APPLE	192.00
85522	11/01/2011	04123 FRIENDS OF MAPLEWOOD NATURE	CHARITABLE GAMBLING 2011	1,856.89
85523	11/01/2011	04064 DEREK FRITZE	REIMB FOR MEALS 9/18 - 9/22	68.03
	11/01/2011	04064 DEREK FRITZE	REIMB FOR MEALS 10/19 - 10/20	20.91
85524	11/01/2011	04945 FUSION DRUMLINE	CHARITABLE GAMBLING 2011	900.00
85525	11/01/2011	04944 HILLCREST VENTURES LLC	SNACK BAR - SEPT	577.26
85526	11/01/2011	04152 ISD 622 COMMUNITY EDUCATION	JOHN GLENN POOL RENTAL 9/6-10/6	1,190.00
85527	11/01/2011	04939 KATHLEEN KIRCHOFF	DAY TRIP COORD. FEE	155.00
	11/01/2011	04939 KATHLEEN KIRCHOFF	DAY TRIP COORD. FEE	40.00
85528	11/01/2011	00857 LEAGUE OF MINNESOTA CITIES	REGIONAL MEETING 11/17 J ANTONEN	40.00
85529	11/01/2011	04353 LEE HOMES, LLC	ESCROW REL 2620 KNOLLWOOD CT N	2,503.29
85530	11/01/2011	01043 M E H A	MEMBERSHIP DUES	35.00
85531	11/01/2011	00936 MAPLEWOOD HISTORICAL SOCIETY	CHARITABLE GAMBLING 2011	4,000.00
85532	11/01/2011	00983 METRO SALES INC	LEASE PMT 10/15 - 11/15	1,137.15

85533	11/01/2011	04193	MIDAMERICA AUCTIONS	FORFEITED VEHICLE STORAGE - OCT	2,250.00
85534	11/01/2011	01136	NARDINI FIRE EQUIP CO INC	PD FIRE EXTINGUISHER INSPECTION	240.00
85535	11/01/2011	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES	3,085.69
	11/01/2011	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - OCT	1,000.00
85536	11/01/2011	00001	ONE TIME VENDOR	REIMB R BERAN DRIVEWAY APRON	1,234.57
85537	11/01/2011	00001	ONE TIME VENDOR	REIMB W GOERTZEN DRIVEWAY APRON	651.70
85538	11/01/2011	00001	ONE TIME VENDOR	REIMB K KALLESTAD DRIVEWAY APRON	547.20
85539	11/01/2011	00001	ONE TIME VENDOR	REIMB LILY RAY MUSIC CONCERT EXP	274.30
85540	11/01/2011	00001	ONE TIME VENDOR	REIMB MERRIGANS BLDG SRVS MAILBOX	225.00
85541	11/01/2011	00001	ONE TIME VENDOR	REFUND S ZAHRADKA MEMBERSHIP	112.47
85542	11/01/2011	00001	ONE TIME VENDOR	REFUND COSTCO OVERCHG FOR EVENT	50.00
85543	11/01/2011	00001	ONE TIME VENDOR	REFUND P NYAKEOGA SWIM CLASS	45.32
85544	11/01/2011	00001	ONE TIME VENDOR	REFUND J BAKER PD TWICE MNRR/TAX	19.00
85545	11/01/2011	04276	PARTNERS IN EDUCATION INC	INSTRUCTION FEE 10/6 - 11/17	576.00
	11/01/2011	04276	PARTNERS IN EDUCATION INC	INSTRUCTION FEE 3/24 - 4/28	336.00
85546	11/01/2011	04829	CHRISTIE PENN	REIMB FOR TUITION & BOOKS 8/22-10/10	1,165.28
85547	11/01/2011	04941	JOHN PICKARD	SOUND CONTRACTING MCC JULY 16	70.00
85548	11/01/2011	04779	PPL INDUSTRIES, INC.	FALL 2011 CLEAN UP EVENT	915.00
85549	11/01/2011	00396	DEPT OF PUBLIC SAFETY	TRANSFER TITLES FORFEITED VEHICLES	107.50
85550	11/01/2011	04940	QUALITY LOCKSMITH SERVICES INC	KEYS FOR IMPOUNED VEHICLES	160.00
85551	11/01/2011	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - OCT	100.00
85552	11/01/2011	01418	SAM'S CLUB DIRECT	CARVER GYM SUPPLIES	109.40
85553	11/01/2011	01836	CITY OF ST PAUL	PRINTING SRVS	1,476.53
	11/01/2011	01836	CITY OF ST PAUL	LOCATE SERVICES	51.80
85554	11/01/2011	04048	ST. CROIX TREE SERVICE	TRENCHED FOR OAK WILT CONTROL	352.69
85555	11/01/2011	00198	ST. PAUL REGIONAL WATER SRVS	WATER UTILITY	828.74
85556	11/01/2011	04528	SARA M. R. THOMPSON	ZUMBA INSTRUCTION - AUG	114.00
	11/01/2011	04528	SARA M. R. THOMPSON	ZUMBA INSTRUCTION - SEPT	85.00
85557	11/01/2011	04131	TROPICAL BALLROOM	LINE DANCE INSTRUCTION - OCT	180.00
85558	11/01/2011	03685	TUBMAN	CHARITABLE GAMBLING 2011	1,900.00
85559	11/01/2011	01707	VALLEY TROPHY	DARE PLAQUES	177.20

61 Checks in this report.

984,420.19

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Transmitted Settlement				
<u>Date</u>	<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
10/21/2011	10/24/2011	MN State Treasurer	Drivers License/Deputy Registrar	15,761.11
10/24/2011	10/25/2011	MN State Treasurer	Drivers License/Deputy Registrar	21,903.44
10/21/2011	10/26/2011	US Bank VISA One Card*	Purchasing card items	586.13
10/21/2011	10/26/2011	MN Dept of Revenue	Fuel Tax license	25.00
10/25/2011	10/26/2011	MN State Treasurer	Drivers License/Deputy Registrar	20,692.13
10/26/2011	10/27/2011	MN State Treasurer	Drivers License/Deputy Registrar	17,161.65
10/26/2011	10/27/2011	ING - State Plan	Deferred Compensation	28,055.40
9/30/2011	10/28/2011	US Bank	Bank fees	89.86
10/21/2011	10/28/2011	US Bank VISA One Card*	Purchasing card items	52,767.47
10/26/2011	10/28/2011	ICMA (Vantagepointe)	Deferred Compensation	4,312.76
10/27/2011	10/28/2011	MN State Treasurer	Drivers License/Deputy Registrar	33,476.04
10/27/2011	10/28/2011	MN Dept of Natural Resources	DNR electronic licenses	382.50
TOTAL				195,213.49

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
10/19/2011	10/20/2011	JOES SPORTING GOODS	\$21.41	PAUL BARTZ
10/13/2011	10/17/2011	UNIFORMS UNLIMITED INC	\$62.24	BRIAN BIERDEMAN
10/11/2011	10/12/2011	OPTICS PLANET INC	\$79.78	JOSEPH DEMULLING
10/12/2011	10/12/2011	APL*APPLE ONLINE STORE	\$213.18	TIMOTHY HAWKINSON JR.
10/19/2011	10/20/2011	LA POLICE GEAR INC	\$54.07	PHENG HER
10/10/2011	10/13/2011	FIST INC.	\$55.70	JASON MARINO
10/13/2011	10/17/2011	PAKOR INC	\$258.23	SHELLY NEPHEW
10/13/2011	10/18/2011	PAKOR INC	(\$258.23)	SHELLY NEPHEW
10/17/2011	10/18/2011	JCPENNEY STORE 0496	\$25.98	PAUL THEISEN
10/17/2011	10/19/2011	GANDER MOUNTAIN	\$16.06	JAY WENZEL
10/17/2011	10/19/2011	TOMS TAILORS	\$9.64	JAY WENZEL
10/07/2011	10/10/2011	UNIFORMS UNLIMITED INC	\$48.07	KAO XIONG
			\$586.13	

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
10/13/2011	10/14/2011	U OF M CCE NONCREDIT	\$235.00	R CHARLES AHL
10/05/2011	10/10/2011	OLD LOG THEATER, LTD	\$322.50	MANDY ANZALDI
10/19/2011	10/21/2011	LAKESHORE PLAYERS INC	\$144.00	MANDY ANZALDI
10/19/2011	10/21/2011	LAKESHORE PLAYERS INC	\$102.00	MANDY ANZALDI
10/10/2011	10/11/2011	AQUA LOGICS INC	\$66.82	JIM BEHAN
10/10/2011	10/11/2011	AQUA LOGICS INC	\$1,148.91	JIM BEHAN
10/10/2011	10/11/2011	AQUA LOGICS INC	\$465.33	JIM BEHAN
10/11/2011	10/12/2011	NUCO2 01 OF 01	\$70.24	JIM BEHAN
10/11/2011	10/12/2011	NUCO2 01 OF 01	\$133.93	JIM BEHAN
10/11/2011	10/12/2011	NUCO2 01 OF 01	\$47.81	JIM BEHAN
10/11/2011	10/12/2011	NUCO2 01 OF 01	\$56.63	JIM BEHAN
10/20/2011	10/21/2011	AQUA LOGICS INC	\$50.73	JIM BEHAN
10/09/2011	10/10/2011	APL*APPLE ITUNES STORE	\$4.27	CHAD BERGO
10/11/2011	10/12/2011	EDUCATIONAL INNOVATIONS I	\$21.85	OAKLEY BIESANZ
10/18/2011	10/19/2011	USPS 26833895523402076	\$15.84	OAKLEY BIESANZ
10/14/2011	10/17/2011	SUPERAMERICA 4089	\$9.38	NEIL BRENEMAN
10/17/2011	10/19/2011	FLAGHOUSE INC	\$40.66	NEIL BRENEMAN
10/13/2011	10/17/2011	THE HOME DEPOT 2801	\$8.53	TROY BRINK
10/19/2011	10/21/2011	THE HOME DEPOT 2801	\$2.89	TROY BRINK
10/10/2011	10/11/2011	CUB FOODS, INC.	\$6.28	SARAH BURLINGAME
10/10/2011	10/11/2011	NOODLES CO 313	\$124.85	SARAH BURLINGAME
10/11/2011	10/12/2011	PIONEER PRESS SUBSCRIPTI	\$55.24	SARAH BURLINGAME
10/13/2011	10/14/2011	SHRED IT	\$10.00	SARAH BURLINGAME
10/15/2011	10/17/2011	CURTIS 1000 INC.	\$50.36	SARAH BURLINGAME
10/17/2011	10/19/2011	OFFICE DEPOT #1090	\$56.04	SARAH BURLINGAME
10/19/2011	10/21/2011	OFFICE DEPOT #1090	\$77.26	SARAH BURLINGAME
10/20/2011	10/21/2011	CURTIS 1000 INC.	\$1,389.14	SARAH BURLINGAME
10/11/2011	10/13/2011	CBS MINNEAPOLIS	\$1,200.00	HEIDI CAREY
10/17/2011	10/18/2011	KARE	\$500.00	HEIDI CAREY
10/19/2011	10/20/2011	WEDDINGPAGES INC	\$128.00	HEIDI CAREY
10/19/2011	10/21/2011	PIONEER PRESS ADVERTISING	\$2,000.00	HEIDI CAREY
10/09/2011	10/11/2011	THE HOME DEPOT 2801	\$58.49	SCOTT CHRISTENSON
10/12/2011	10/13/2011	VIKING ELECTRIC - CREDIT	\$92.66	SCOTT CHRISTENSON
10/12/2011	10/13/2011	VIKING ELECTRIC - CREDIT	\$470.25	SCOTT CHRISTENSON
10/12/2011	10/13/2011	VIKING ELECTRIC - CREDIT	\$1,524.04	SCOTT CHRISTENSON
10/10/2011	10/11/2011	PAYPAL *OPTICPLANET	\$199.50	KERRY CROTTY
10/07/2011	10/10/2011	G&K SERVICES 182	\$78.20	CHARLES DEAVER
10/07/2011	10/10/2011	MENARDS 3022	\$49.23	CHARLES DEAVER
10/13/2011	10/14/2011	MENARDS 3022	\$6.42	CHARLES DEAVER
10/19/2011	10/21/2011	THE HOME DEPOT 2801	\$133.57	DOUG EDGE
10/11/2011	10/12/2011	HENRIKSEN ACE HARDWARE	\$9.61	DAVE EDSON
10/19/2011	10/20/2011	HENRIKSEN ACE HARDWARE	\$12.30	DAVE EDSON
10/11/2011	10/13/2011	THE HOME DEPOT 2801	\$4.25	PAUL E EVERSON
10/07/2011	10/10/2011	G&K SERVICES 182	\$372.36	LARRY FARR
10/07/2011	10/10/2011	G&K SERVICES 182	\$678.75	LARRY FARR
10/07/2011	10/10/2011	THE HOME DEPOT 2801	\$109.07	LARRY FARR
10/07/2011	10/10/2011	NEEDEL SUPPLY INC.	\$65.88	LARRY FARR
10/08/2011	10/10/2011	TARGET 00024067	\$32.13	LARRY FARR
10/11/2011	10/12/2011	ELECTRO WATCHMAN INC	\$269.44	LARRY FARR
10/13/2011	10/14/2011	VIKING ELECTRIC - CREDIT	\$3,905.21	LARRY FARR
10/14/2011	10/17/2011	JCPENNEY STORE 2865	\$15.00	LARRY FARR
10/17/2011	10/19/2011	WM EZPAY	\$945.76	LARRY FARR
10/17/2011	10/19/2011	WM EZPAY	\$428.50	LARRY FARR
10/17/2011	10/19/2011	WM EZPAY	\$450.38	LARRY FARR
10/17/2011	10/19/2011	WM EZPAY	\$498.53	LARRY FARR
10/14/2011	10/17/2011	KEEFE CO PARKING	\$6.50	DAVID FISHER
10/06/2011	10/10/2011	BARNES & NOBLE #2227	\$64.26	MYCHAL FOWLDS
10/10/2011	10/11/2011	SPECIALIZED TRANSPORTATIO	\$482.49	MYCHAL FOWLDS
10/11/2011	10/12/2011	CENTURYLINK*TN651	\$75.95	MYCHAL FOWLDS
10/11/2011	10/13/2011	PAY FLOW PRO	\$59.95	MYCHAL FOWLDS
10/12/2011	10/13/2011	BATTERIES PLUS #31	\$111.37	MYCHAL FOWLDS
10/19/2011	10/21/2011	CUSTOMER SUPT CENTER	\$898.82	MYCHAL FOWLDS
10/20/2011	10/21/2011	CABLING SERVICES	\$2,656.30	MYCHAL FOWLDS
10/06/2011	10/10/2011	MICROCOM TECHNOLOGIES,	\$397.68	NICK FRANZEN
10/10/2011	10/11/2011	IDENTISYS INC	\$2,969.71	NICK FRANZEN
10/10/2011	10/12/2011	THE HOME DEPOT 2801	\$21.38	NICK FRANZEN
10/16/2011	10/17/2011	AMAZON MKTPLACE PMTS	\$47.85	NICK FRANZEN
10/17/2011	10/18/2011	CDW GOVERNMENT	\$369.58	NICK FRANZEN
10/18/2011	10/19/2011	HP DIRECT-PUBLICSECTOR	\$221.75	NICK FRANZEN
10/14/2011	10/17/2011	MENARDS 3059	\$9.08	CLARENCE GERVAIS
10/06/2011	10/10/2011	OFFICE DEPOT #1090	\$26.35	JEAN GLASS
10/11/2011	10/12/2011	FIRST SHRED	\$13.00	JEAN GLASS
10/20/2011	10/21/2011	WALGREENS #3122	\$3.95	JAN GREW HAYMAN

10/17/2011	10/18/2011	VERIZON WRLS MYACCT VN	\$103.65	KAREN GUILFOILE
10/13/2011	10/17/2011	THE HOME DEPOT 2801	\$17.28	MARK HAAG
10/13/2011	10/17/2011	WW GRAINGER	\$209.23	MARK HAAG
10/18/2011	10/19/2011	HENRIKSEN ACE HARDWARE	\$1.77	MARK HAAG
10/18/2011	10/19/2011	WW GRAINGER	\$489.60	MARK HAAG
10/17/2011	10/19/2011	THE HOME DEPOT 2801	\$66.93	MILES HAMRE
10/13/2011	10/14/2011	MENARDS 3022	\$86.06	GARY HINNENKAMP
10/13/2011	10/14/2011	MENARDS 3022	\$15.42	GARY HINNENKAMP
10/07/2011	10/10/2011	CUB FOODS, INC.	\$17.08	RON HORWATH
10/07/2011	10/10/2011	CUB FOODS, INC.	\$5.98	RON HORWATH
10/07/2011	10/10/2011	THE HOME DEPOT 2801	\$17.11	RON HORWATH
10/08/2011	10/10/2011	HEJNY RENTAL INC	\$189.28	RON HORWATH
10/09/2011	10/10/2011	HEJNY RENTAL INC	(\$9.08)	RON HORWATH
10/12/2011	10/14/2011	DALCO ENTERPRISES, INC	\$500.70	DAVID JAHN
10/13/2011	10/14/2011	CUB FOODS, INC.	\$11.37	TOM KALKA
10/10/2011	10/11/2011	PIONEER PRESS SUBSCRIPTI	\$546.00	DUWAYNE KONEWKO
10/18/2011	10/20/2011	OFFICE MAX	\$25.15	NICHOLAS KREKELER
10/13/2011	10/14/2011	SHRED IT	\$49.00	DAVID KVAM
10/14/2011	10/17/2011	THE GRAFIX SHOPPE	\$358.03	DAVID KVAM
10/14/2011	10/17/2011	COMCAST CABLE COMM	\$34.00	DAVID KVAM
10/17/2011	10/18/2011	ULTRA MAX	\$417.00	DAVID KVAM
10/18/2011	10/18/2011	COMCAST CABLE COMM	\$59.95	DAVID KVAM
10/12/2011	10/13/2011	U OF M CCE NONCREDIT	\$235.00	STEVE LOVE
10/10/2011	10/12/2011	ASPEN MILLS INC.	\$77.10	STEVE LUKIN
10/10/2011	10/12/2011	ASPEN MILLS INC.	\$591.10	STEVE LUKIN
10/10/2011	10/12/2011	ASPEN MILLS INC.	\$44.95	STEVE LUKIN
10/10/2011	10/12/2011	ASPEN MILLS INC.	\$44.95	STEVE LUKIN
10/10/2011	10/12/2011	ASPEN MILLS INC.	\$89.90	STEVE LUKIN
10/10/2011	10/12/2011	ASPEN MILLS INC.	\$199.85	STEVE LUKIN
10/10/2011	10/12/2011	ASPEN MILLS INC.	\$4.29	STEVE LUKIN
10/11/2011	10/12/2011	OVERHEAD DOOR COMP	\$276.95	STEVE LUKIN
10/11/2011	10/12/2011	OVERHEAD DOOR COMP	\$1,479.00	STEVE LUKIN
10/11/2011	10/12/2011	OVERHEAD DOOR COMP	\$214.45	STEVE LUKIN
10/12/2011	10/14/2011	AIRGAS NORTH CENTRAL	\$183.15	STEVE LUKIN
10/12/2011	10/14/2011	AIRGAS NORTH CENTRAL	\$190.02	STEVE LUKIN
10/14/2011	10/17/2011	METRO FIRE	\$170.00	STEVE LUKIN
10/14/2011	10/17/2011	EMERGENCY AUTOMOTIVE	\$20.00	STEVE LUKIN
10/07/2011	10/10/2011	ROSEMOUNT BP	\$23.28	CITY OF MAPLEWOOD
10/10/2011	10/11/2011	ROSEMOUNT BP	\$63.13	CITY OF MAPLEWOOD
10/07/2011	10/10/2011	G&K SERVICES 182	\$270.75	MARK MARUSKA
10/10/2011	10/12/2011	HANDY HITCH WELDING CO IN	\$57.69	MARK MARUSKA
10/11/2011	10/12/2011	AMERICAN FASTENER AND SUP	\$37.49	MARK MARUSKA
10/11/2011	10/13/2011	HANDY HITCH WELDING CO IN	\$14.94	MARK MARUSKA
10/18/2011	10/19/2011	HUNT ELECTRIC CORPORATION	\$1,488.81	MARK MARUSKA
10/20/2011	10/21/2011	HENRIKSEN ACE HARDWARE	\$39.60	MARK MARUSKA
10/20/2011	10/21/2011	FRA DOR BLACK DIRT & REC	\$20.00	MARK MARUSKA
10/13/2011	10/17/2011	BOUND TREE MEDICAL LLC	\$597.00	MICHAEL MONDOR
10/14/2011	10/17/2011	BOUND TREE MEDICAL LLC	\$13.20	MICHAEL MONDOR
10/15/2011	10/17/2011	MN STATE FIRE CHIEFS ASSO	\$40.00	MICHAEL MONDOR
10/17/2011	10/19/2011	GRUBERS POWER EQUIPMENT	\$22.43	MICHAEL MONDOR
10/17/2011	10/19/2011	BOUND TREE MEDICAL LLC	\$840.15	MICHAEL MONDOR
10/18/2011	10/19/2011	BEST BUY MHT 00000109	\$796.64	MICHAEL MONDOR
10/10/2011	10/12/2011	THE HOME DEPOT 2801	\$215.21	JOHN NAUGHTON
10/11/2011	10/12/2011	MENARDS 3059	\$31.72	JOHN NAUGHTON
10/12/2011	10/13/2011	HENRIKSEN ACE HARDWARE	\$19.27	JOHN NAUGHTON
10/06/2011	10/10/2011	PAPER PLUS-ROS00108803	\$289.24	SHELLY NEPHEW
10/11/2011	10/14/2011	OAKDALE RENTAL CENTER	\$218.54	ERICK OSWALD
10/12/2011	10/14/2011	OFFICE DEPOT #1090	(\$12.79)	MARY KAY PALANK
10/12/2011	10/14/2011	OFFICE DEPOT #1090	(\$21.63)	MARY KAY PALANK
10/12/2011	10/14/2011	OFFICE DEPOT #1090	\$100.27	MARY KAY PALANK
10/13/2011	10/17/2011	OFFICE DEPOT #1090	\$8.50	MARY KAY PALANK
10/13/2011	10/17/2011	OFFICE DEPOT #1090	\$51.91	MARY KAY PALANK
10/18/2011	10/20/2011	OFFICE DEPOT #1090	\$174.22	MARY KAY PALANK
10/19/2011	10/21/2011	OFFICE DEPOT #1090	\$69.10	MARY KAY PALANK
10/07/2011	10/10/2011	SUBWAY 00052159	\$10.03	CHRISTINE PENN
10/07/2011	10/10/2011	DOLRTREE 3150 00031500	\$35.35	CHRISTINE PENN
10/07/2011	10/10/2011	THE HOME DEPOT 2801	\$55.62	CHRISTINE PENN
10/07/2011	10/10/2011	THE HOME DEPOT 2801	\$85.61	CHRISTINE PENN
10/07/2011	10/10/2011	THE HOME DEPOT 2801	\$40.64	CHRISTINE PENN
10/07/2011	10/10/2011	DOLLARTREE.COM	\$205.68	CHRISTINE PENN
10/08/2011	10/10/2011	DAIRY QUEEN #11235	\$25.70	CHRISTINE PENN
10/13/2011	10/14/2011	CUB FOODS, INC.	\$39.07	CHRISTINE PENN
10/13/2011	10/17/2011	BROADWAY RENTAL	\$710.70	CHRISTINE PENN
10/17/2011	10/18/2011	TARGET 00009316	\$46.04	CHRISTINE PENN

10/17/2011	10/19/2011	MICHAELS #4747	\$26.77	CHRISTINE PENN
10/19/2011	10/21/2011	MICHAELS #4747	\$53.54	CHRISTINE PENN
10/09/2011	10/10/2011	AMAZON MKTPLACE PMTS	\$505.79	PHILIP F POWELL
10/10/2011	10/11/2011	RADIOSHACK COR00199133	\$42.83	PHILIP F POWELL
10/14/2011	10/17/2011	DYNAMICDESIGPAYPALL	\$55.69	PHILIP F POWELL
10/16/2011	10/17/2011	AMAZON MKTPLACE PMTS	\$72.45	PHILIP F POWELL
10/18/2011	10/19/2011	METRO FIRE	\$89.66	PHILIP F POWELL
10/15/2011	10/17/2011	LITTLE CAESARS 1456 0006	\$70.70	WILLIAM PRIEFER
10/06/2011	10/10/2011	TOUSLEY FORD I27228006	\$22.70	STEVEN PRIEM
10/10/2011	10/11/2011	POMPS TIRE SERVICE, INC	\$931.34	STEVEN PRIEM
10/10/2011	10/11/2011	BOYER TRUCK PARTS	\$430.70	STEVEN PRIEM
10/10/2011	10/12/2011	TOUSLEY FORD I27228006	\$52.39	STEVEN PRIEM
10/11/2011	10/12/2011	FACTORY MTR PTS #1	\$72.91	STEVEN PRIEM
10/11/2011	10/12/2011	FACTORY MTR PTS #1	\$299.20	STEVEN PRIEM
10/11/2011	10/12/2011	AUTO PLUS NO ST PAUL	\$310.97	STEVEN PRIEM
10/12/2011	10/13/2011	FACTORY MTR PTS #1	\$432.85	STEVEN PRIEM
10/12/2011	10/13/2011	AUTO PLUS NO ST PAUL	\$310.97	STEVEN PRIEM
10/12/2011	10/13/2011	AUTO PLUS NO ST PAUL	\$18.47	STEVEN PRIEM
10/12/2011	10/13/2011	AMERICAN FASTENER AND SUP	\$295.37	STEVEN PRIEM
10/13/2011	10/14/2011	BAUER BUILT TIRE 18	\$846.63	STEVEN PRIEM
10/13/2011	10/17/2011	TOUSLEY FORD I27228006	\$265.39	STEVEN PRIEM
10/13/2011	10/17/2011	WHEELCO BRAKE &SUPPLY	\$64.99	STEVEN PRIEM
10/14/2011	10/17/2011	TOUSLEY FORD I27228006	(\$37.49)	STEVEN PRIEM
10/14/2011	10/17/2011	TOUSLEY FORD I27228006	\$110.26	STEVEN PRIEM
10/17/2011	10/18/2011	AUTO PLUS NO ST PAUL	\$8.87	STEVEN PRIEM
10/17/2011	10/18/2011	AUTO PLUS NO ST PAUL	\$238.51	STEVEN PRIEM
10/17/2011	10/18/2011	POLAR CHEVROLET MAZDA PAR	\$194.52	STEVEN PRIEM
10/17/2011	10/18/2011	POLAR CHEVROLET MAZDA PAR	\$185.29	STEVEN PRIEM
10/17/2011	10/19/2011	TOUSLEY FORD I27228006	\$56.53	STEVEN PRIEM
10/18/2011	10/19/2011	POMPS TIRE SERVICE, INC	\$1,502.92	STEVEN PRIEM
10/18/2011	10/19/2011	AUTO PLUS NO ST PAUL	\$111.95	STEVEN PRIEM
10/18/2011	10/20/2011	TOUSLEY FORD I27228006	\$100.00	STEVEN PRIEM
10/19/2011	10/20/2011	FACTORY MTR PTS #1	\$80.15	STEVEN PRIEM
10/19/2011	10/20/2011	FACTORY MOTOR PARTS #19	\$231.73	STEVEN PRIEM
10/19/2011	10/20/2011	AUTO PLUS NO ST PAUL	\$4.87	STEVEN PRIEM
10/19/2011	10/20/2011	GOODYEAR AUTO SRV CT 6920	\$47.00	STEVEN PRIEM
10/19/2011	10/21/2011	TOUSLEY FORD I27228006	\$70.76	STEVEN PRIEM
10/20/2011	10/21/2011	GOODYEAR AUTO SRV CT 6920	\$47.00	STEVEN PRIEM
10/07/2011	10/10/2011	MINNESOTA OCCUPATIONAL HE	\$149.00	TERRIE RAMEAUX
10/17/2011	10/18/2011	HILLYARD INC MINNEAPOLIS	\$1,160.74	MICHAEL REILLY
10/14/2011	10/17/2011	FITNESS WHOLESale	\$190.65	LORI RESENDIZ
10/20/2011	10/21/2011	FITNESS WHOLESale	\$27.26	LORI RESENDIZ
10/08/2011	10/10/2011	TARGET 00011858	\$49.16	AUDRA ROBBINS
10/09/2011	10/10/2011	CUB FOODS, INC.	\$17.95	AUDRA ROBBINS
10/14/2011	10/17/2011	TARGET 00011858	\$26.30	AUDRA ROBBINS
10/17/2011	10/19/2011	ORIENTAL TRADING CO	\$51.91	AUDRA ROBBINS
10/20/2011	10/21/2011	AAMODTS APPLE FARM INC	\$113.30	AUDRA ROBBINS
10/10/2011	10/12/2011	ADVANCE SHORING COMPANY	\$139.16	ROBERT RUNNING
10/11/2011	10/13/2011	METRO FIRE	\$250.16	ROBERT RUNNING
10/19/2011	10/21/2011	OFFICE DEPOT #1090	\$127.30	DEB SCHMIDT
10/06/2011	10/10/2011	APPLEBEES 825219219658	\$48.54	MICHAEL SHORTREED
10/07/2011	10/10/2011	HENRIKSEN ACE HARDWARE	\$27.75	MICHAEL SHORTREED
10/20/2011	10/21/2011	BIG STEER MEATS	\$11.06	CHRISTINE SOUTTER
10/20/2011	10/21/2011	CUB FOODS, INC.	\$10.57	JOANNE SVENDSEN
10/11/2011	10/13/2011	STRAUSS SKATE AND BICY	\$743.00	JAMES TAYLOR
10/12/2011	10/14/2011	OFFICE MAX	\$8.81	JAMES TAYLOR
10/14/2011	10/17/2011	TARGET 00011858	\$48.11	JAMES TAYLOR
10/13/2011	10/14/2011	INDYGO	\$7.00	DAVID THOMALLA
10/14/2011	10/17/2011	LILLIE SUBURBAN NEWSPAPE	\$35.95	KAREN WACHAL
10/14/2011	10/17/2011	FRESH WATER SOCIETY	\$20.95	KAREN WACHAL
10/07/2011	10/10/2011	OFFICE DEPOT #1090	\$70.24	SUSAN ZWIEG
10/13/2011	10/14/2011	PIONEER PRESS SUBSCRIPTI	\$62.10	SUSAN ZWIEG

\$52,767.47

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>
	10/28/11	JUENEMANN, KATHLEEN	416.42
	10/28/11	KOPPEN, MARVIN	416.42
	10/28/11	LLANAS, JAMES	416.42
	10/28/11	NEPHEW, JOHN	416.42
	10/28/11	ROSSBACH, WILLIAM	473.15
	10/28/11	STRAUTMANIS, MARIS	242.00
	10/28/11	VALLE, EDWARD	100.00
	10/28/11	AHL, R. CHARLES	4,958.72
	10/28/11	ANTONEN, JAMES	5,300.00
	10/28/11	BURLINGAME, SARAH	1,966.90
	10/28/11	KANTRUD, HUGH	184.62
	10/28/11	CHRISTENSON, SCOTT	2,231.33
	10/28/11	FARR, LARRY	3,030.67
	10/28/11	JAHN, DAVID	1,840.37
	10/28/11	RAMEAUX, THERESE	3,030.67
	10/28/11	BAUMAN, GAYLE	4,014.97
	10/28/11	URBANSKI, HOLLY	1,105.00
	10/28/11	ANDERSON, CAROLE	1,173.29
	10/28/11	DEBILZAN, JUDY	1,270.59
	10/28/11	JACKSON, MARY	2,147.28
	10/28/11	KELSEY, CONNIE	2,569.24
	10/28/11	RUEB, JOSEPH	2,493.80
	10/28/11	ARNOLD, AJLA	1,535.69
	10/28/11	CAREY, HEIDI	2,005.19
	10/28/11	GUILFOILE, KAREN	4,176.43
	10/28/11	NEPHEW, MICHELLE	1,630.15
	10/28/11	SCHMIDT, DEBORAH	2,719.20
	10/28/11	THOMFORDE, FAITH	828.00
	10/28/11	CORTESI, LUANNE	1,098.39
	10/28/11	LARSON, MICHELLE	1,758.15
	10/28/11	MECHELKE, SHERRIE	945.69
	10/28/11	MOY, PAMELA	1,496.49
	10/28/11	OSTER, ANDREA	1,886.77
	10/28/11	RICHTER, CHARLENE	932.49
	10/28/11	SCHOENECKER, LEIGH	1,554.15
	10/28/11	WEAVER, KRISTINE	2,288.56
	10/28/11	CARLE, JEANETTE	72.00
	10/28/11	JAGOE, CAROL	120.00
	10/28/11	CORCORAN, THERESA	1,887.15
	10/28/11	KVAM, DAVID	4,188.29
	10/28/11	PALANK, MARY	1,895.77
	10/28/11	POWELL, PHILIP	2,903.66
	10/28/11	SVENDSEN, JOANNE	2,081.80
	10/28/11	THOMALLA, DAVID	4,936.26
	10/28/11	YOUNG, TAMELA	1,887.15
	10/28/11	ABEL, CLINT	2,947.82
	10/28/11	ALDRIDGE, MARK	3,145.02
	10/28/11	BAKKE, LONN	3,034.91
	10/28/11	BARTZ, PAUL	4,291.04
	10/28/11	BELDE, STANLEY	3,008.71
	10/28/11	BENJAMIN, MARKESE	2,785.00
	10/28/11	BIERDEMAN, BRIAN	3,563.56
	10/28/11	BOHL, JOHN	3,400.15
	10/28/11	BUSACK, DANIEL	3,427.39

10/28/11	COFFEY, KEVIN	3,472.22
10/28/11	CROTTY, KERRY	3,575.20
10/28/11	DEMULLING, JOSEPH	3,003.45
10/28/11	DOBLAR, RICHARD	3,886.81
10/28/11	DUGAS, MICHAEL	3,480.81
10/28/11	ERICKSON, VIRGINIA	2,847.25
10/28/11	FLOR, TIMOTHY	3,574.41
10/28/11	FORSYTHE, MARCUS	1,921.29
10/28/11	FRASER, JOHN	3,399.44
10/28/11	FRITZE, DEREK	2,785.00
10/28/11	GABRIEL, ANTHONY	3,247.24
10/28/11	HAWKINSON JR, TIMOTHY	2,785.00
10/28/11	HER, PHENG	2,712.40
10/28/11	HIEBERT, STEVEN	2,954.18
10/28/11	JOHNSON, KEVIN	5,284.10
10/28/11	KALKA, THOMAS	913.08
10/28/11	KONG, TOMMY	2,921.60
10/28/11	KREKELER, NICHOLAS	842.40
10/28/11	KROLL, BRETT	3,131.36
10/28/11	LANGNER, SCOTT	2,842.94
10/28/11	LANGNER, TODD	2,943.49
10/28/11	LU, JOHNNIE	2,869.16
10/28/11	LYNCH, KATHERINE	2,159.33
10/28/11	MARINO, JASON	2,842.94
10/28/11	MARTIN, JERROLD	3,031.75
10/28/11	MCCARTY, GLEN	3,222.13
10/28/11	METRY, ALESIA	3,001.43
10/28/11	NYE, MICHAEL	3,471.76
10/28/11	OLSON, JULIE	2,927.84
10/28/11	PARKER, JAMES	2,218.78
10/28/11	REZNY, BRADLEY	3,469.76
10/28/11	RHUDE, MATTHEW	2,785.00
10/28/11	SHORTREED, MICHAEL	4,060.51
10/28/11	STEINER, JOSEPH	2,785.00
10/28/11	SYPNIEWSKI, WILLIAM	2,785.00
10/28/11	SZCZEPANSKI, THOMAS	3,158.83
10/28/11	TAUZELL, BRIAN	2,423.48
10/28/11	THEISEN, PAUL	3,333.89
10/28/11	THIENES, PAUL	3,963.77
10/28/11	TRAN, JOSEPH	3,739.83
10/28/11	WENZEL, JAY	3,048.47
10/28/11	XIONG, KAO	2,842.94
10/28/11	ANDERSON, BRIAN	372.00
10/28/11	BAHL, DAVID	406.00
10/28/11	BASSETT, BRENT	288.00
10/28/11	BAUMAN, ANDREW	2,684.65
10/28/11	BIGELBACH, ANTHONY	336.00
10/28/11	BOURQUIN, RON	576.00
10/28/11	BRADBURY, RYAN	144.00
10/28/11	BRESIN, ROBERT	42.00
10/28/11	CAPISTRANT, JACOB	813.00
10/28/11	CAPISTRANT, JOHN	794.50
10/28/11	CRAWFORD, RAYMOND	138.00
10/28/11	CRUMMY, CHARLES	138.00
10/28/11	DAWSON, RICHARD	2,855.68
10/28/11	EATON, PAUL	144.00
10/28/11	EVERSON, PAUL	1,487.01
10/28/11	FOSSUM, ANDREW	2,575.55
10/28/11	HAGEN, MICHAEL	516.00
10/28/11	HALE, JOSEPH	336.00
10/28/11	HALWEG, JODI	2,682.93
10/28/11	HAWTHORNE, ROCHELLE	144.00
10/28/11	HENDRICKSON, NICHOLAS	2,236.38
10/28/11	HERLUND, RICK	288.00

10/28/11	HUTCHINSON, JAMES	329.00
10/28/11	IMM, TRACY	282.00
10/28/11	JANSEN, CHAD	432.00
10/28/11	JOHNSON, JAMES	539.50
10/28/11	KANE, ROBERT	553.00
10/28/11	KARRAS, JAMIE	336.00
10/28/11	KERSKA, JOSEPH	576.00
10/28/11	KONDER, RONALD	288.00
10/28/11	KUBAT, ERIC	2,351.20
10/28/11	LINDER, TIMOTHY	2,537.50
10/28/11	LOCHEN, MICHAEL	388.00
10/28/11	MELLEN, CHRISTOPHER	108.00
10/28/11	MELLEN, RICHARD	180.00
10/28/11	MILLER, LADD	159.00
10/28/11	MILLER, NICHOLAS	216.00
10/28/11	MONDOR, MICHAEL	3,089.18
10/28/11	MONSON, PETER	375.00
10/28/11	MORGAN, JEFFERY	97.50
10/28/11	NIELSEN, KENNETH	144.00
10/28/11	NOVAK, JEROME	2,752.03
10/28/11	NOWICKI, PAUL	282.00
10/28/11	OLSON, JAMES	2,642.69
10/28/11	OPHEIM, JOHN	252.00
10/28/11	PACHECO, ALPHONSE	354.00
10/28/11	PETERSON, MARK	588.00
10/28/11	PETERSON, ROBERT	2,916.62
10/28/11	PLACE, ANDREA	2,670.82
10/28/11	POWERS, KENNETH	336.00
10/28/11	RAINEY, JAMES	576.00
10/28/11	RANK, NATHAN	864.00
10/28/11	RANK, PAUL	900.00
10/28/11	RAVENWALD, CORINNE	288.00
10/28/11	REYNOSO, ANGEL	330.00
10/28/11	RICE, CHRISTOPHER	1,071.00
10/28/11	RODRIGUEZ, ROBERTO	354.00
10/28/11	SEDLACEK, JEFFREY	2,864.32
10/28/11	STREFF, MICHAEL	2,642.69
10/28/11	SVENDSEN, RONALD	2,855.97
10/28/11	WESSELS, TIMOTHY	768.00
10/28/11	WHITE, JOEL	144.00
10/28/11	GERVAIS-JR, CLARENCE	3,867.86
10/28/11	LUKIN, STEVEN	4,475.33
10/28/11	ZWIEG, SUSAN	2,236.46
10/28/11	KNUTSON, LOIS	2,034.95
10/28/11	NIVEN, AMY	1,411.62
10/28/11	PRIEFER, WILLIAM	3,050.13
10/28/11	BRINK, TROY	2,582.90
10/28/11	BUCKLEY, BRENT	1,986.95
10/28/11	DEBILZAN, THOMAS	739.21
10/28/11	EDGE, DOUGLAS	2,348.14
10/28/11	HAMRE, MILES	837.00
10/28/11	JONES, DONALD	2,145.35
10/28/11	MEISSNER, BRENT	1,950.15
10/28/11	NAGEL, BRYAN	3,408.40
10/28/11	OSWALD, ERICK	2,441.93
10/28/11	RUNNING, ROBERT	2,333.35
10/28/11	TEVLIN, TODD	2,175.35
10/28/11	BURLINGAME, NATHAN	2,006.40
10/28/11	DUCHARME, JOHN	2,713.97
10/28/11	ENGSTROM, ANDREW	2,530.95
10/28/11	JACOBSON, SCOTT	2,624.60
10/28/11	JAROSCH, JONATHAN	2,839.97
10/28/11	KREGER, JASON	2,444.22
10/28/11	KUMMER, STEVEN	3,181.49

10/28/11	LINDBLOM, RANDAL	2,713.98
10/28/11	LOVE, STEVEN	3,281.19
10/28/11	THOMPSON, MICHAEL	4,028.28
10/28/11	ZIEMAN, SCOTT	237.85
10/28/11	KONEWKO, DUWAYNE	4,390.46
10/28/11	EDSON, DAVID	2,170.59
10/28/11	HINNENKAMP, GARY	2,138.46
10/28/11	MARUSKA, MARK	3,183.11
10/28/11	NAUGHTON, JOHN	2,125.35
10/28/11	NORDQUIST, RICHARD	2,127.66
10/28/11	BIESANZ, OAKLEY	1,520.04
10/28/11	DEAVER, CHARLES	497.96
10/28/11	GERNES, CAROLE	94.50
10/28/11	HAYMAN, JANET	1,184.10
10/28/11	HUTCHINSON, ANN	2,622.79
10/28/11	SOUTTER, CHRISTINE	224.44
10/28/11	WACHAL, KAREN	911.18
10/28/11	GAYNOR, VIRGINIA	3,211.95
10/28/11	KROLL, LISA	1,882.15
10/28/11	SINDT, ANDREA	2,013.80
10/28/11	THOMPSON, DEBRA	752.86
10/28/11	EKSTRAND, THOMAS	3,800.52
10/28/11	FINWALL, SHANN	3,202.17
10/28/11	MARTIN, MICHAEL	2,682.95
10/28/11	BRASH, JASON	2,259.75
10/28/11	CARVER, NICHOLAS	3,211.95
10/28/11	FISHER, DAVID	3,778.99
10/28/11	SWAN, DAVID	2,738.95
10/28/11	WELLENS, MOLLY	1,595.37
10/28/11	ALLEN, KATELYN	192.50
10/28/11	BERGER, STEPHANIE	517.75
10/28/11	BETHEL III, CHARLES	25.50
10/28/11	BJORK, BRANDON	511.50
10/28/11	CONNOLLY, COURTNEY	156.00
10/28/11	FRANK, PETER	250.00
10/28/11	GERMAIN, BRADY	148.00
10/28/11	JANASZAK, MEGHAN	465.13
10/28/11	LUBKE, COLLEEN	180.00
10/28/11	MILTON, SCOTT	118.75
10/28/11	ROBBINS, AUDRA	2,847.74
10/28/11	ROBBINS, CAMDEN	122.00
10/28/11	SCHALLER, SCOTT	129.00
10/28/11	SCHALLER, TYLER	148.63
10/28/11	TAYLOR, JAMES	2,711.78
10/28/11	ADAMS, DAVID	1,819.41
10/28/11	GERMAIN, DAVID	2,134.60
10/28/11	HAAG, MARK	2,575.97
10/28/11	SCHULTZ, SCOTT	3,060.34
10/28/11	ANZALDI, MANDY	1,262.22
10/28/11	BRENEMAN, NEIL	1,603.72
10/28/11	CRAWFORD - JR, RAYMOND	374.15
10/28/11	EVANS, CHRISTINE	1,354.81
10/28/11	GLASS, JEAN	2,103.68
10/28/11	HER, PETER	398.80
10/28/11	HOFMEISTER, MARY	1,161.03
10/28/11	HOFMEISTER, TIMOTHY	482.00
10/28/11	KULHANEK-DIONNE, ANN	397.26
10/28/11	OLSON, SANDRA	168.00
10/28/11	PELOQUIN, PENNYE	645.96
10/28/11	PENN, CHRISTINE	2,199.26
10/28/11	SHERRILL, CAITLIN	880.94
10/28/11	VANG, KAY	152.63
10/28/11	VUE, LOR PAO	187.00
10/28/11	ZIELINSKI, JUDY	15.40

10/28/11	ANDERSON, ALYSSA	13.56
10/28/11	ANDERSON, MAXWELL	365.50
10/28/11	BAETZOLD, SETH	58.00
10/28/11	BAUDE, SARAH	91.25
10/28/11	BEITLER, JULIE	37.10
10/28/11	BRUSOE, CRISTINA	37.20
10/28/11	BUCKLEY, BRITTANY	245.00
10/28/11	BUTLER, ANGELA	68.00
10/28/11	CLARK, PAMELA	19.30
10/28/11	CRANDALL, KRISTA	256.16
10/28/11	DEMPSEY, BETH	189.38
10/28/11	DIONNE, DANIELLE	164.25
10/28/11	DUNN, RYAN	1,085.01
10/28/11	ERICKSON-CLARK, CAROL	49.00
10/28/11	FONTAINE, KIM	528.88
10/28/11	GRAY, MEGAN	150.33
10/28/11	GRUENHAGEN, LINDA	355.60
10/28/11	HANSEN, HANNAH	337.80
10/28/11	HEINRICH, SHEILA	604.00
10/28/11	HOLMBERG, LADONNA	520.50
10/28/11	HORWATH, RONALD	2,589.01
10/28/11	IVES, RANDY	115.00
10/28/11	JOHNSON, BARBARA	187.55
10/28/11	JOYER, ANTHONY	74.00
10/28/11	KOHLER, ROCHELLE	54.00
10/28/11	KOLLER, NINA	359.01
10/28/11	KRONHOLM, KATHRYN	814.13
10/28/11	LAMSON, ELIANA	72.00
10/28/11	MCCANN, NATALIE	50.00
10/28/11	NADEAU, KELLY	236.76
10/28/11	NELSON, ELEONOR	25.00
10/28/11	NORTHOUSE, KATHERINE	130.12
10/28/11	POVLITZKI, MARINA	38.00
10/28/11	PROESCH, ANDY	576.10
10/28/11	RANEY, COURTNEY	200.00
10/28/11	RESENDIZ, LORI	2,129.22
10/28/11	RICHTER, DANIEL	113.40
10/28/11	RONNING, ISAIAH	293.23
10/28/11	RONNING, ZACCEUS	82.13
10/28/11	ROTH, DEEPALI	135.00
10/28/11	SCHMIDT, EMILY	36.20
10/28/11	SCHREIER, ROSEMARIE	172.00
10/28/11	SCHREINER, MARK	69.35
10/28/11	SCHREINER, MICHELLE	69.88
10/28/11	SCHUNEMAN, GREGORY	33.20
10/28/11	SMITH, ANN	162.40
10/28/11	SMITLEY, SHARON	336.70
10/28/11	TAYLOR, JASON	109.75
10/28/11	THORWICK, MEGAN	117.60
10/28/11	TREPANIER, TODD	484.00
10/28/11	TRUE, ANDREW	43.43
10/28/11	TUPY, HEIDE	45.80
10/28/11	TUPY, MARCUS	237.50
10/28/11	WARNER, CAROLYN	316.80
10/28/11	WEDES, CARYL	99.00
10/28/11	BOSLEY, CAROL	67.50
10/28/11	DANIEL, BREANNA	157.75
10/28/11	HITE, ANDREA	191.00
10/28/11	PENN, CAYLA	198.00
10/28/11	PETERSON, KELLY	162.00
10/28/11	BEHAN, JAMES	1,918.06
10/28/11	COLEMAN, PATRICK	180.00
10/28/11	DOUGLASS, TOM	1,320.90
10/28/11	LONETTI, JAMES	480.00

	10/28/11	MALONEY, SHAUNA	292.50
	10/28/11	PRINS, KELLY	1,286.15
	10/28/11	REILLY, MICHAEL	1,915.75
	10/28/11	SCHULZE, KEVIN	564.00
	10/28/11	THOMPSON, BENJAMIN	442.88
	10/28/11	VANG, PETER	36.25
	10/28/11	AICHELE, CRAIG	2,422.40
	10/28/11	PRIEM, STEVEN	2,392.46
	10/28/11	WOEHRLE, MATTHEW	2,223.26
	10/28/11	BERGO, CHAD	2,651.63
	10/28/11	FOWLDS, MYCHAL	3,469.86
	10/28/11	FRANZEN, NICHOLAS	2,509.90
9985450	10/19/11	DANIEL, BREANNA	310.75
9985461	10/28/11	SZCZEPANSKI, JOSEPH	40.00
9985462	10/28/11	AYD, GWEN	75.00
9985463	10/28/11	COLLOVA, MATT	36.00
9985464	10/28/11	ELLWANGER, HOLLY	39.00
9985465	10/28/11	FEIST, ASHLEY	39.00
9985466	10/28/11	KRENZ, CLARA	39.00
9985467	10/28/11	MASON, KYLE	96.00
9985468	10/28/11	MEISSNER, MICHAEL	33.00
9985469	10/28/11	MIELZAREK, MAGGIE	26.00
9985470	10/28/11	O'BRIEN, PATRICIA	49.50
9985471	10/28/11	PETERSON, HAYLIE	156.00
9985472	10/28/11	ROKKE, MARINA	104.00
9985473	10/28/11	VUKICH, CANDACE	114.38
9985474	10/28/11	YANG, CHINU	72.00
9985475	10/28/11	VANG, TIM	313.50
9985476	10/28/11	FLUEGEL, LARISSA	158.55
9985477	10/28/11	LAMEYER, BRENT	97.75
9985478	10/28/11	MCLAURIN, CHRISTOPHER	43.00
9985479	10/28/11	MCMAHON, MICHAEL	36.75
9985480	10/28/11	ROSTRON, ROBERT	573.60
9985481	10/28/11	SCHUENEMAN, BENJAMIN	83.38
9985482	10/28/11	SCOTT, HALEY	14.70
9985483	10/28/11	SMITH, CASEY	109.17
9985484	10/28/11	WALES, ABIGAIL	83.38
9985485	10/28/11	WEINHAGEN, SHELBY	126.79
9985486	10/28/11	AUMOCK, KELLY	189.00
9985487	10/28/11	STEFFEN, MICHAEL	87.00
			498,588.33

Check Register
City of Maplewood

11/04/2011

Check	Date	Vendor	Description	Amount	
85560	11/02/2011	04911	DECKCI DECOR	TABLE LINENS MCC NOV 3	480.93
85561	11/08/2011	04842	MARY JOSEPHINE ANDERSON	ZUMBA INSTRUCTION NSP - OCT	270.00
85562	11/08/2011	01936	CHAD BERGO	REIMB MILEAGE & INTERNET - OCT	81.55
85563	11/08/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 04-21 PROF SRVS THRU 09/30	42,758.35
	11/08/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 09/30	13,439.49
	11/08/2011	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 11-14 PROF SRVS THRU 09/30	11,018.70
85564	11/08/2011	01941	PATRICK TROPHIES	VOLLEYBALL AWARDS	1,083.18
	11/08/2011	01941	PATRICK TROPHIES	SOFTBALL AWARDS	773.17
	11/08/2011	01941	PATRICK TROPHIES	SOCCER AWARDS	626.46
85565	11/08/2011	04265	MARIA PIRELA	ZUMBA INSTRUCTION - OCT	541.50
85566	11/08/2011	01337	RAMSEY COUNTY-PROP REC & REV	TIF ADMIN EXPENSES 2010	3,133.92
85567	11/08/2011	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS FOR NC RAINGARDENS	76.95
85568	11/08/2011	01409	S.E.H.	JOY PARK PHASE 2	7,541.95
85569	11/08/2011	02274	SPRINT	SPRINT SRVS 9/15 -10/14	6,983.43
85570	11/08/2011	04845	TENNIS SANITATION LLC	RECYCLING - OCT	27,499.50
85571	11/08/2011	01190	XCEL ENERGY	ELECTRIC UTILITY	57.11
	11/08/2011	01190	XCEL ENERGY	ELECTRIC UTILITY	15.00
85572	11/08/2011	02347	10,000 LAKES CHAPTER	REGISTRATION FEES	420.00
	11/08/2011	02347	10,000 LAKES CHAPTER	REGISTRATION FEE	210.00
85573	11/08/2011	00064	MARK ALDRIDGE	SECURITY OFFICER 10/15 EVENT ADDL	17.50
85574	11/08/2011	04951	ANTHONY J. ANDERSON	REFS 1ST HALF VOLLEYBALL THRU 10/28	50.00
85575	11/08/2011	04848	AVESIS	MONTHLY PREMIUM - NOV	245.40
85576	11/08/2011	03744	ANTHONY BARILLA, JR	REFS 1ST HALF VOLLEYBALL THRU 10/28	100.00
85577	11/08/2011	04419	LOUISE A. BEAMAN	REFS 1ST HALF VOLLEYBALL THRU 10/28	150.00
85578	11/08/2011	03958	MARKESE BENJAMIN	REIMB FOR MEALS 9/26 - 10/19	32.16
85579	11/08/2011	01869	DALE BOETTCHER	REFS 1ST HALF VOLLEYBALL THRU 10/28	100.00
85580	11/08/2011	01865	DON BOWMAN	1ST HALF VB ASSIGNMENTS THRU 10/28	504.00
85581	11/08/2011	00211	BRAUN INTERTEC CORP.	PROJ 11-15 PROF SRVS THRU 10/14	2,612.50
85582	11/08/2011	04549	JAN ALICE CAMPBELL	ZUMBA INSTRUCTION - OCT	195.50
85583	11/08/2011	02585	CENTRAL INTERNAL MEDICINE	STRESS TEST FOR PD FITNESS PROG	170.00
85584	11/08/2011	02929	CNAGLAC	LTC MONTHLY PREMIUM - NOV	479.54
85585	11/08/2011	01871	KENNETH COOPER	REFS 1ST HALF VOLLEYBALL THRU 10/28	375.00
85586	11/08/2011	04345	DAHLEN, DWYER & FOLEY INC.	PROJ 11-15 APPRAISALS	9,750.00
85587	11/08/2011	04949	WILSON EDWARDS	REFS 1ST HALF VOLLEYBALL THRU 10/28	75.00
85588	11/08/2011	00462	EMBEDDED SYSTEMS, INC.	SIREN REPAIR	126.72
85589	11/08/2011	00003	ESCROW REFUND	ESCROW REL SHELTER CONST 2317 BOXV	2,500.00
85590	11/08/2011	02081	FINAL TOUCH SERVICES, LLC	WINDOW CLEANING MCC	795.89
	11/08/2011	02081	FINAL TOUCH SERVICES, LLC	WINDOW CLEANING CITY CAMPUS	432.62
	11/08/2011	02081	FINAL TOUCH SERVICES, LLC	WINDOW CLEANING CITY CAMPUS	389.69
	11/08/2011	02081	FINAL TOUCH SERVICES, LLC	WINDOW CLEANING CITY CAMPUS	309.88
85591	11/08/2011	04867	FOTH INFRASTRUCTURE & ENVIR	PROF SRVS THRU 10/07	4,493.30
85592	11/08/2011	04421	TRACEY FREDRICK	REFS 1ST HALF VOLLEYBALL THRU 10/28	50.00
85593	11/08/2011	00612	GYM WORKS INC	REPAIR TO FITNESS EQUIP - MCC	900.00
85594	11/08/2011	04947	HARDRIVES, INC.	JOY PARK PHASE II	94,761.97
85595	11/08/2011	00644	HEALTHPARTNERS	MONTHLY PREMIUM - NOV	11,217.97
85596	11/08/2011	04952	MELISSA HOARN	REFS 1ST HALF VOLLEYBALL THRU 10/28	150.00
85597	11/08/2011	03538	PATRICK JAMES HUBBARD	REFS 1ST HALF VOLLEYBALL THRU 10/28	525.00
85598	11/08/2011	04950	JERRY JOHNSON	REFS 1ST HALF VOLLEYBALL THRU 10/28	225.00
85599	11/08/2011	00767	KEVIN A JOHNSON	REIMB FOR UNIFORM 10/26	39.90
85600	11/08/2011	03978	KANE'S CATERING SERVICE, INC	CATERING FISH CREEK CLOSING 10/25	534.38
85601	11/08/2011	03581	BRETT KROLL	REIMB FOR MEALS 10/18 - 10/19	18.11
85602	11/08/2011	04377	MEDIA SAVANT COMMUNICATIONS	MEDIA SRVS FOR MCC	350.00
85603	11/08/2011	03818	MEDICA	MONTHLY PREMIUM - NOV	144,750.47

85604	11/08/2011	01085	MN LIFE INSURANCE	MONTHLY PREMIUM - NOV	3,703.30
85605	11/08/2011	01126	MN NCPERS LIFE INSURANCE	MONTHLY PREMIUM - NOV	432.00
85606	11/08/2011	00001	ONE TIME VENDOR	REIMB M DITTEL DRIVEWAY APRON	2,323.75
85607	11/08/2011	00001	ONE TIME VENDOR	REIMB D JOHNSON DRIVEWAY APRON	1,767.03
85608	11/08/2011	00001	ONE TIME VENDOR	REIMB B CORTEZ DRIVEWAY APRON	1,469.72
85609	11/08/2011	00001	ONE TIME VENDOR	REIMB L DITTEL DRIVEWAY APRON	1,322.27
85610	11/08/2011	00001	ONE TIME VENDOR	REFUND H VANG TRANS MEDIC	983.56
85611	11/08/2011	00001	ONE TIME VENDOR	REIMB S HANSON DRIVEWAY APRON	451.20
85612	11/08/2011	00001	ONE TIME VENDOR	REIMB T CARLSTROM DRIVEWAY APRON	262.40
85613	11/08/2011	00001	ONE TIME VENDOR	REFUND T MALLETT MEDICA BENEFIT	100.00
85614	11/08/2011	00001	ONE TIME VENDOR	REFUND H CYLKOWSKI MEMBERSHIP	90.00
85615	11/08/2011	00001	ONE TIME VENDOR	REFUND C CORDELL HP BENEFIT	60.00
85616	11/08/2011	00001	ONE TIME VENDOR	REFUND M BROWER KARATE CLASS	56.00
85617	11/08/2011	00001	ONE TIME VENDOR	REFUND XIONG/YANG BCBS BENEFIT	40.00
85618	11/08/2011	00001	ONE TIME VENDOR	REFUND K OSLUND HP BENEFIT	40.00
85619	11/08/2011	00001	ONE TIME VENDOR	REFUND N JOYER MEMBERSHIP	37.49
85620	11/08/2011	01863	ROGER PACKER	REFS 1ST HALF VOLLEYBALL THRU 10/28	675.00
85621	11/08/2011	04953	BARTON JAMES PECK	REFS 1ST HALF VOLLEYBALL THRU 10/28	75.00
85622	11/08/2011	04954	BERYIMAR PEROZO	BELLY DANCE INSTRUCTION 9/21-10/26	244.80
85623	11/08/2011	04201	READY WATT	SIREN MAINTENANCE	4,876.00
85624	11/08/2011	04432	EUGENE E. RICHARDSON	REFS 1ST HALF VOLLEYBALL THRU 10/28	375.00
85625	11/08/2011	03446	RICK JOHNSON DEER & BEAVER INC	DEER REMOVAL - OCT	230.00
85626	11/08/2011	02663	CARL SAARION	REFS 1ST HALF VOLLEYBALL THRU 10/28	100.00
85627	11/08/2011	01418	SAM'S CLUB DIRECT	CARVER GYM CONCESSIONS	278.74
85628	11/08/2011	04948	DANIEL K. SCHAITBERGER	PAINTING MCC AQUATIC AREA PROJ	9,685.00
85629	11/08/2011	04074	ELAINE SCHRADE	TAI CHI INSTRUCTION FALL 2ND SESSION	285.00
85630	11/08/2011	04412	REED SCHRANKLER	CONTROL LIGHTS AT HAZELWOOD	300.00
85631	11/08/2011	01488	CHRISTINE SOUTTER	REIMB FOR MILEAGE 1/1 - 10/31	31.30
85632	11/08/2011	00198	ST. PAUL REGIONAL WATER SRVS	WATER UTILITY	2,222.17
	11/08/2011	00198	ST. PAUL REGIONAL WATER SRVS	KENNARD IRRIGATION	15.81
85633	11/08/2011	01915	NANCY STEFFEN	REFS 1ST HALF VOLLEYBALL THRU 10/28	300.00
85634	11/08/2011	04055	JAMES TAYLOR	REIMB FOR MILEAGE 7/5 - 10/27	117.60
85635	11/08/2011	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - NOV	3,065.61
	11/08/2011	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - NOV	2,201.00
85636	11/08/2011	04501	UNIVERSAL RECYCLING TECH, LLC	FALL 2011 CLEANUP - ELECTRONICS	3,145.48
85637	11/08/2011	02350	VASKO ROLL-OFF SERVICE	DISPOSAL OF MCC THEATER PROPS	440.00
85638	11/08/2011	04106	W.L. HALL CO.	SERVICE CALL MCC BANQUET ROOM	2,618.00
85639	11/08/2011	01872	MARK WEBER	REFS 1ST HALF VOLLEYBALL THRU 10/28	200.00

80 Checks in this report.

439,058.92

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>
10/26/2011	10/31/2011	U.S. Treasurer	Federal Payroll Tax	91,009.95
10/26/2011	10/31/2011	P.E.R.A.	P.E.R.A.	86,366.11
10/28/2011	10/31/2011	MN State Treasurer	Drivers License/Deputy Registrar	29,898.48
10/28/2011	10/31/2011	Pitney Bowes	Postage	2,985.00
10/26/2011	11/1/2011	MidAmerica - ING	HRA Flex plan	13,636.90
10/26/2011	11/1/2011	Labor Unions	Union Dues	3,634.48
10/26/2011	11/1/2011	MN State Treasurer	State Payroll Tax	19,808.80
10/31/2011	11/1/2011	MN State Treasurer	Drivers License/Deputy Registrar	27,040.35
10/31/2011	11/1/2011	US Bank Merchant Services	Credit Card Billing fee	2,354.51
11/1/2011	11/2/2011	MN State Treasurer	Drivers License/Deputy Registrar	36,525.43
11/2/2011	11/3/2011	MN State Treasurer	Drivers License/Deputy Registrar	35,871.70
10/28/2011	11/4/2011	Optum Health	DCRP & Flex plan payments	3,802.08
11/3/2011	11/4/2011	MN State Treasurer	Drivers License/Deputy Registrar	28,143.76
11/3/2011	11/4/2011	MN Dept of Natural Resources	DNR electronic licenses	601.50
TOTAL				<u><u>381,679.05</u></u>

AGENDA REPORT

TO: City Manager
FROM: Finance Manager
**RE: Approval of 2011 Budget Adjustments and Transfers for
Taste of Maplewood, North St. Paul JPA, Bruentrup Farm Fund**
DATE: November 2, 2011

DISCUSSION

Taste of Maplewood

A transfer needs to be completed each year from the General Fund to the Taste of Maplewood Fund to cover the net costs of the annual celebration. The budget also needs to be adjusted to reflect the amount of the transfer. The net costs to date are \$6,406.63. The following entries need to be completed:

Budget Adjustment	(\$13,000)	Transfer	\$6,406.63
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North St. Paul JPA

This revenue source and corresponding costs were not included in the original budget document. Budget adjustments need to be prepared to account for 2011 receipts.

Budget Adjustments

Brochure (Rec. Programs & MCC)	\$10,000
MCC Punch Cards	\$15,000
JPA (Rec. Programs, MCC & General Fund)	\$75,000

Bruentrup Farm Restoration Grant Fund

This fund established to account for the 2008 project needs to be closed. No funding source was indicated in the original agenda reports stating where the City's contribution to this project was to come from. Staff is recommending a transfer from the Capital Improvements Projects Fund to take care of the City's contribution and close the Bruentrup Farm Restoration Grant Fund.

Budget Adjustment	\$14,575	Transfer	\$14,572.92
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RECOMMENDATION

It is recommended that the Council authorize the transfers noted above and direct the Finance Manager to make the appropriate budget adjustments.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
SUBJECT: **Consider Approval of Contract with H. Alan Kantrud for 2012 City Attorney and Prosecutor Services**
DATE: November 2, 2011

INTRODUCTION/ BACKGROUND

The City of Maplewood has retained the services of Alan Kantrud as the City Attorney/City Prosecutor since the middle of 2006. Mr. Kantrud is currently operating under a contract that expires at the end of 2011. The current agreement with Mr. Kantrud has an automatic renewal clause that required notice to Mr. Kantrud by September 30th that the City intended to not renew or revise the agreement. The City Manager notified Mr. Kantrud in September that the City intended to renegotiate the terms of his service, but wished to retain him under new contract conditions.

The preliminary budget approved by the City Council in establishing the maximum levy called for a very small increase in the cost for the services provided by Mr. Kantrud and his staff. The current 2011 contract calls for Mr. Kantrud to provide full-time service as the City Attorney and the City Prosecutor, as well as providing for office space for Mr. Kantrud and his assistant. Mr. Kantrud requested a small increase in the service that he provides, because he has not received an increase for 2+ years. A review of Mr. Kantrud and his team's service by the Management Team has revealed a satisfactory performance and acceptable level of prosecution and interaction as the City Attorney and as the City Prosecutor.

The proposed contract for 2012, proposes that Mr. Kantrud's salary be increased from the current level of \$198,000 to the proposed amount of \$204,000, which is a 3.03% increase. This is partially offset in a monthly rental charge that is levied to Mr. Kantrud of \$1,450 per month. This has been increased by \$200.00 per month over the current contract, as Mr. Kantrud is being provided a larger office, as well as a private office for his assistant, who is currently provided a cubical. Thus, the financial impact of this to the General Fund is the \$6,000 increase in fees, less the increase in rental expense of \$2,400; or an increase of \$3,600, which is a 1.82% increase in net payment to Mr. Kantrud and his associates. Mr. Kantrud is also provided with High Deductible Health Insurance and Dental Insurance consistent with the contracts for Mr. Antonen and Mr. Ahl. A final change in the contract from 2011 to 2012 is that Mr. Kantrud will no longer be provided with a membership at Maplewood Community Center and will provide for his own cell phone plan.

RECOMMENDATION

It is recommended that the City Council approve the attached contract with H. Alan Kantrud for 2012 as City Attorney/City Prosecutor and authorize the Mayor and City Manager to execute said contract.

Attachments:

1. Contract for Attorney Services

City of Maplewood Contract for Attorney Services

This AGREEMENT entered into this ____ day of _____, 20__, (the “Effective Date”) by and between the City of Maplewood, Minnesota (hereinafter referred to as “City”) and H. Alan Kantrud P.A. H Alan Kantrud P.A. (hereinafter referred to as “Kantrud” or “Attorney” or “Firm”).

WHEREAS, in 2006 the City originally put forth a Request for Proposals (“RFP”) to contract out its legal services for 2 years and in response to that RFP retained Attorney as its City Attorney and City Prosecutor on or about July 10, 2006; and

WHEREAS, the City has found Attorney’s performance as City Attorney to be competent and professional and has continued to retain his services; and

WHEREAS, the City’s original term of two years as set forth in the RFP expired, as has the extensions of the contract through 2011; and

WHEREAS, the City believes it is in the best interests of the City to maintain consistency in its legal representation; and

WHEREAS, the City now desires to enter into a contract for the continued services of Attorney as City Attorney to assure his continued performance of that position through 2012; and

WHEREAS, Attorney is agreeable to entering into a contract with the City pursuant to the understated proposed terms and conditions

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The City hereby agrees to retain Attorney as the City Attorney and Prosecutor to perform the functions and duties of City Attorney and Prosecutor and such other legally permissible and proper functions and duties as the City Manager, Assistant City Manager and City Council from time to time shall assign. Said duties shall be consistent with and guided by the course-of-conduct established through the previous period of representation and the parties agree that the established duties thereof are mutually satisfactory. It is further agreed that (a) Attorney shall endeavor to establish additional pro-active programs in the area of Domestic Abuse in cooperation with the Maplewood Police Chief during said term of this contract. (b) Attorney shall remain part of the management team and attend the Tuesday morning staff meetings.

Section 2. Term

It is agreed the term of services shall be January 1, 2012 through December 31, 2012.

Section 3. Salary

The City agrees to pay Firm for services rendered pursuant hereto at an annual base rate of \$204,000.00 per year, payable to attorney in the same manner as it is currently paid - in monthly installments of \$17,000.00. The City shall provide a private office for Attorney's assistant to enhance the efficiency of the interaction and reduce costs to the City for CSO and vehicle time. The City shall rent Attorney a corner office space including computer, printer, fax and normal office services and supplies. The Attorney shall pay a monthly rental fee of \$1,450.00 for rental of such space and such services and supplies. The City shall provide and maintain High Deductible Health Insurance and Dental Insurance for Attorney consistent with the terms provided to City Manager and Assistant City Manager. The City shall discontinue the previously provided single membership at the Maplewood Community Center (MCC). Attorney shall provide his own cell phone plan and coverage independent of City plans and no reimbursement shall be provided by City for said plan.

General Provisions

- A. The text herein shall constitute the entire Agreement between the parties hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Attorney.
- C. If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid or unenforceable, it shall be deemed severable and the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Attorney at any time, because of malfeasance, nonfeasance or gross misconduct.

IN WITNESS WHEREOF, the parties here to have signed and executed this Agreement, both in duplicate, effective on the day and year first above written.

CITY OF MAPLEWOOD

ATTORNEY

Jim Antonen, City Manager

H. Alan Kantrud

Will Rossbach, Mayor

AGENDA REPORT

To: City Manager James Antonen
 From: Chief of Police David J. Thomalla
 Subject: Approval of 2012 Animal Control Contract
 Date: October 26, 2011

Introduction

City Council approval is required to award the 2012 contract for animal control services.

Background

For the past several years, the City of Maplewood has contracted with Animal Control Services for providing animal control services. These services include answering calls for service, impounding stray animals, investigating cases of animal abuse/neglect, following up on dog/cat and kennel licenses, investigating cases involving dangerous dogs, and education programs for pet owners.

Animal Control Services has always provided reliable, professional service and shown that they are willing to work with the City to continue to provide the best service possible.

The only change from the 2011 contract is in Paragraph #17, which states that "Animal Control Services shall be entitled to apply a fuel surcharge in the event the average price for unleaded gasoline in the Twin Cities metropolitan area, as measured by AAA or a similar reporting service, is \$4.00 per gallon or higher." The threshold in the 2011 contract was for \$3.15 per gallon.

All other rates/fees are unchanged from 2011 and are as follows:

Patrol—15 hours per week between 8 a.m. and 5 p.m.	\$33.00/hour
Callout—Non-patrol hours and holidays	\$53.00/hour
Animal-Owner Charges—Claimed:	
Administrative Handling Fee	\$42.00
Daily Boarding Fee	\$18.00
Statutory Veterinary Services	At Cost
Animal-City Charges—Unclaimed:	
Animal Surrender Fee	\$25.00
Daily Boarding Fee	\$17.00
Euthanasia & Disposition	\$58.00
Statutory Veterinary Services	At Cost

This contract has been submitted to the City Attorney for review and approval.

Recommendation

It is recommended that the City Council accept and approve the 2012 contract from Animal Control Services.

Action Required

Submit to the City Council for review and approval.

DJT:js

Attachment

ANIMAL CONTROL CONTRACT

This Agreement, made effective the first day of January, 2012, by and between Animal Control Services, hereinafter referred to as "ACS," and the City of Maplewood, a municipal corporation, located in the County of Ramsey, State of Minnesota, hereinafter referred to as the "City".

In consideration of the covenants and agreements, hereinafter set forth, it is mutually agreed by and between the parties, hereto, as follows:

1. This agreement will continue in effect until December 31, 2012, unless terminated as provided herein.
2. ACS will provide Patrol services on the public streets of the City, in a vehicle suitable for the transportation of small animals, in accordance with City Ordinances and a schedule agreed upon by both parties. The vehicle shall have proper identification displayed at all times. ACS shall maintain and insure such vehicles at all times. In addition to patrol hours, ACS agrees to maintain at least one vehicle for Call Out service to attend to cases outside regular patrol hours at the specific request of a law enforcement agency as approved by the City.
3. ACS shall provide competent personnel, trained in the handling of animals, in proper uniform and identification including employee's first name and/or employee number.
4. The City authorizes ACS to apprehend and retain dogs, cats, and other animals, and/or issue citation tags for violations of the City Ordinances related to animals. ACS will not take action on private property contrary to the expressed wishes of the owner of said property, nor forcibly take an animal from any person, without the instruction, approval, and assistance of a duly licensed Minnesota Peace Officer with current jurisdiction that includes the private property where the animal is located.
5. ACS shall impound and board animals as directed by written order of an authorized City representative, or by ruling of the Minnesota Board of Health or other Minnesota or United States agency with jurisdiction.
6. Impounded animals shall be checked for identification as required by Minnesota Statutes Chapter 346 and kept at Hillcrest Animal Hospital, 1320 County Road D Cir Maplewood, MN 55109, (651) 484-7211, in a suitable, humane manner for the period specified in paragraph 9. ACS may temporarily board at an emergency facility if access and/or treatment is not immediately available at Hillcrest Animal Hospital.
7. If an animal is unclaimed, the City will pay ACS the charges as agreed to on Exhibit One to this Agreement within thirty days of the Statement Date.
8. Before an animal is released to its owner, ACS or its agent shall collect the charges specified on Exhibit One to this Agreement.

9. In the event that any dogs, cats, or other impounded animals are unclaimed after the expiration of any applicable redemption or quarantine period, or six (6) days, whichever is longer, they shall become the property of ACS and may be disposed of or sold at its sole discretion. All proceeds from the disposition of such animals shall be the sole property of ACS, including any proceeds received from any animals disposed of in accordance with Minnesota Statutes 35.71.
10. The City shall furnish to ACS any required forms or receipts and ACS shall keep records of all animals impounded.
11. ACS shall defend, indemnify, and hold the City harmless including its officers, employees or agents from any and all claims, lawsuits, losses, damages, or expenses on account of bodily injuries, sickness, disease, death, and property damage, including injury to animals caused by its employees. ACS shall provide the City proof of commercial general liability insurance and comprehensive automobile liability in an amount of at least \$1,500,000.00 per occurrence. ACS shall carry, and upon request of the City provide proof of Workers Compensation Insurance coverage required by Minnesota law.
12. ACS shall comply with the Minnesota Data Practices Act and all other State and Federal laws relating to data privacy or confidentiality, and shall hold the City and its employees harmless from any claims resulting from any improper disclosure or use of data it receives or maintains in performance of this Agreement. ACS shall immediately report to the City any requests from third parties for information relating to its performance of this Agreement.
13. ACS agrees to promptly respond to inquiries for information or documentation from the City related to its performance of this Agreement.
14. ACS agrees to abide by the requirements and regulations of the Americans with Disabilities Act of 1990 (ADA), the Humans Rights Act (Minnesota Chapter 363 and Title VII of the Civil Rights Act of 1964), and any laws governing discrimination based on race, gender, disability, religion, sexual preference, and sexual harassment. Violation of any of the above laws can lead to termination of this contract.
15. Either party hereto, may terminate this contract after thirty (30) days written notice to the other party. Any payments due ACS shall not be affected by termination.
16. Any notice required under applicable law or this Agreement, may be sent to the other party as indicated on Exhibit One herein.
17. ACS shall be entitled to apply a fuel surcharge in the event the average price for unleaded gasoline in the Twin Cities metropolitan area, as measured by AAA or similar reporting service, is \$4.00 per gallon or higher.

Richard L. Ruzicka
Animal Control Services

City of Maplewood

By: _____

Its: _____

**ANIMAL CONTROL CONTRACT
EXHIBIT ONE**

PATROL \$33 15 hours per week between 8:00 A.M. and 5:00 P.M.

CALL OUT \$53 Non-Patrol hours and holidays

The Call Out rates are a flat fee, determined by the time the request is received by ACS.

ANIMAL – OWNER CHARGES - CLAIMED

\$42.00	Administrative Handling Fee
\$18.00	Daily Boarding Fee
	Statutory Veterinary Services (at cost)

ANIMAL – CITY CHARGES - UNCLAIMED

\$25.00	Animal Surrender Fee
\$17.00	Daily Boarding Fee
\$58.00	Euthanasia and Disposition
	Statutory Veterinary Services (at cost)

Charges herein do not include any applicable sales taxes.

Daily Boarding Fees are charged for all or any portion of a calendar day an animal is boarded.

Notices pursuant to this contract shall be given by deposit in the United States Mail, postage prepaid, addressed as follows:

Mr. Richard L. Ruzicka
Animal Control Services
6400 Colfax Avenue North
Brooklyn Center, MN 55430

City of Maplewood
David Thomalla
Police Chief
1830 County Road B East
Maplewood, MN 55109

Alternatively, notices required by this contract may be personally delivered to the persons named above. Notice shall be deemed given as of the date of personal service or as of the date of deposit of the notice in the United States Mail

AGENDA REPORT

To: City Manager
From: Finance Manager
Re: **Approval of Resolution Adopting Ambulance Rates for 2012**
Date: November 8, 2011

BACKGROUND

Staff is asking the City Council to consider this request to approve a 3% increase in rates for 2012.

Ambulance rates have been increased over the past several years, most notably with a 21% increase for 2008. The Medicare law that became effective in 2002 has resulted in decreasing collection rates from 65.3% to less than 50%. The last property tax subsidy to the Ambulance Fund was in 2005. The Medicare law limits allowed rates as follows:

	<u>2010</u>	<u>2011</u>
Basic life support	\$340.23	\$340.37
Advanced life support 1	404.03	404.19
Advanced life support 2	584.78	585.01
Charge per mile	6.87	6.86

The City's established rates for 2011 and proposed for 2012 are as follows:

	<u>2011</u>	<u>2012</u>
Non-transport	\$ 583.00	\$ 600.00
Basic life support	1,540.00	1,586.00
Advanced life support 1	2,024.00	2,085.00
Advanced life support 2	2,233.00	2,300.00
Charge per mile	19.98	20.58

RECOMMENDATION

Staff requests approval of the attached resolution setting Ambulance rates for 2012 at the above rates shown.

**RESOLUTION
ADOPTION OF THE 2012 AMBULANCE RATES**

WHEREAS, the City of Maplewood has established ambulance rates,
and

WHEREAS, city staff has reviewed the ambulance rates.

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

1. The updated ambulance rates with a 3% increase shall become effective beginning January 1, 2012, with rates set as follows:

Non-transport	\$ 600.00
Basic life support	1,586.00
Advanced life support 1	2,085.00
Advanced life support 2	2,300.00
Charge per mile	20.58

2. The updated ambulance rates are approved for all related ambulance runs received on or after January 1, 2012.
3. The rates shown will be reviewed by staff on an annual basis with recommendations for revisions brought to the city council for consideration.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Deputy Public Works Director/City Engineer
Bill Priefer, Public Works Operations Analyst
SUBJECT: **Approve Resolution Accepting State Aid Advancement Funds**
DATE: November 1, 2011

INTRODUCTION

There are currently no funds available in our Municipal State Aid Street account. We have applied for payment on Project 02-07, County Road D/T.H. 61 to Southlawn Avenue, but are unable to get paid by Mn/DOT until there is a positive balance in our account. In order to address the shortfall, we are able to apply for and receive an advance on future funds. Council action for the request is required.

BACKGROUND

Each year a certain amount of money at the state level is available to cities in our situation for advance encumbrances. An advance encumbrance is essentially an interest-free loan to the city to be repaid with future allotments. This is a good program for cities like ours that had aggressive construction programs, as it allows the utilization of funds that other cities are not using. This replaces the City's bonding requirement for project improvements.

The State Aid advance funding guidelines recently changed to allow municipalities to advance up to five times their annual construction allotment or \$4,000,000, or whichever is less. Our 2011 construction allotment of \$998,419 allows us to request up to \$4,000,000. However, we currently have an advance of \$3,000,000 which allows us to request an additional advance of \$1,000,000 at this time.

RECOMMENDATION

It is recommended that the city council approve the attached resolution requesting an advance encumbrance of \$1,000,000 to our Municipal State Aid Street account.

Attachment:
1. Resolution

MUNICIPAL STATE AID STREET FUNDS ADVANCE RESOLUTION

WHEREAS, the Municipality of Maplewood desires to receive payments on public improvements to our State Aid Street system which will require State Aid funds in excess of those available in its State Aid Construction Account, and

WHEREAS, the advance is based on the following determination of expenditures:

Account Balance as of November 1, 2011: \$ 0

Less estimated disbursements for:

Project 138-121-003

Project 138-121-004

Project 138-112-005

Total Advancement Amount: \$ 1,000,000.

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b, and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, Be It Resolved: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Projects of the Municipality of Maplewood in an amount up to \$1,000,000. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality in accordance with the schedule herein indicated:

Repayment from entire future year allocations until fully repaid

I HEREBY CERTIFY that the above is a true and correct copy of a resolution presented to and adopted by the Municipality of Maplewood, County of Ramsey, State of Minnesota, at a duly authorized Municipal Council Meeting held in the Municipality of Maplewood, Minnesota on the 14th day of November, 2011, as disclosed by the records of said Municipality on file and of record in the office.

Municipality of Maplewood

Municipal Clerk

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Dep. Public Works Director/City Engineer
SUBJECT: **Approval of Resolution Authorizing Mn/DOT Agency Agreement**
DATE: November 1, 2011

INTRODUCTION

The city council will consider adopting a resolution approving a standard agency delegated contracting process agreement with Mn/DOT.

DISCUSSION

This is a standard agreement that 87 counties and over 80 municipalities enter into with Mn/DOT. The agreement covers all federally funded projects that the City of Maplewood is awarded funds for including those listed in the State Transportation Improvement Program.

Upon approval of the agreement Mn/DOT is authorized to act as the City's agent in accepting federal aid in connection with such projects.

BUDGET

No funding is required for this action.

RECOMMENDATION

It is recommended that the council adopt the attached resolution approving Mn/DOT Agency Agreement No. 99900.

Attachments:
1. Resolution

RESOLUTION

APPROVING MN/DOT AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Maplewood to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the *Mayor* and the *City Manager* are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 99900, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Maplewood at a duly authorized meeting thereof held on the 14th day of November, 2011, as shown by the minutes of said meeting in my possession.

City Clerk

Notary Public
My Commission expires _____

(SEAL)

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Resolution Accepting A Donation to the Fire Department
from Chris Larson
DATE: October 31, 2011

INTRODUCTION

The fire department has received a donation from Chris Larson of North St. Paul and city council approval is required before this donation can be accepted.

BACKGROUND

Chris Larson sent the fire department a \$200 check with a letter stating her appreciation for all that the firefighters do.

RECOMMENDATION

I recommend that the city council approve to accept this \$200 donation and that the necessary budget adjustments be made so the funds can be expended by the fire department as needed.

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, Chris Larson wished to grant the city of Maplewood the following: \$200.00, and;

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

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

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

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

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

Signed:

Signed:

Witnessed:

(Signature)

(Signature)

(Signature)

Mayor _____

(Title)

Chief of Fire _____

(Title)

City Clerk _____

(Title)

(Date)

(Date)

(Date)

AGENDA REPORT

TO: City Manager
FROM: Finance Manager
RE: RESOLUTION APPROVING CERTIFICATION OF SPECIAL ASSESSMENTS FOR UNPAID AMBULANCE BILLS
DATE: November 7, 2011

BACKGROUND

Annually the City levies special assessments for unpaid ambulance bills on property within Ramsey County. During the past 12 months, letters were sent to individuals that had unpaid ambulance bills. The letters indicated that the balance due for ambulance services along with 10% interest would be added to their 2012 property taxes if payment was not made within 30 days. A few payments were received in response to these letters. The remaining unpaid bills in the amount of \$5,473.70 plus 10% interest of \$547.37 should be certified as special assessments.

RECOMMENDATION

It is recommended that the attached resolution be adopted to certify \$6,021.07 of unpaid ambulance bills for collection with 2012 property taxes which includes interest at the rate of ten percent on the total amount for one year.

Attachments:

1. Resolution
2. Ambulance Charges Assessment Record

RESOLUTION NO.

RESOLVED, that the City Clerk is hereby authorized and directed to certify to the Auditor of Ramsey County the following ambulance bills totaling \$6,021.07 for collection with the taxes of said property owner for the year 2011, collectible in 2012, which includes interest at the rate of ten percent (10%) on the total amount for one year.

AGENDA REPORT

TO: City Manager
FROM: Finance Manager
RE: **RESOLUTION APPROVING CERTIFICATION OF SPECIAL ASSESSMENTS FOR UNPAID MISCELLANEOUS CHARGES**
DATE: November 7, 2011

BACKGROUND

Annually the City levies special assessments for unpaid miscellaneous charges on property within Ramsey County. These miscellaneous charges include items such as false alarms, lawn mowing and other code enforcement issues. During the past 12 months, letters were sent to individuals that had unpaid bills. The letters indicated that the balance due for the services along with 10% interest would be added to their 2012 property taxes if payment was not made within 30 days. A few payments were received in response to these letters. The remaining unpaid bills in the amount of \$21,401.59 plus 10% interest of \$2,140.16 should be certified as special assessments.

RECOMMENDATION

It is recommended that the attached resolution be adopted to certify \$23,541.75 of unpaid miscellaneous charges for collection with 2012 property taxes which includes interest at the rate of ten percent on the total amount for one year.

Attachments

1. Resolution
2. Miscellaneous Charges Assessment Record

RESOLUTION NO.

RESOLVED, that the City Clerk is hereby authorized and directed to certify to the Auditor of Ramsey County the following miscellaneous charges totaling \$23,541.75 for collection with the taxes of said property owner for the year 2011, collectible in 2012, which includes interest at the rate of ten percent (10%) on the total amount for one year.

CERTIFIED RECORD COPY (COUNTY)				MISCELLANEOUS CHARGES ASSESSMENT RECORD							
Name of City		CITY OF MAPLEWOOD MN			Update Change * 11/09/11						
Project Name		MISCELLANEOUS CHARGES									
Desc. of Proj.		Unpaid Miscellaneous Fees									
Spec. Asmnt Code		57121203									
RES #											
Total Amnt of Proj. as levied		\$23,541.75									
Yr. To Start Asmnt.		2012									
No. Yrs. Asmnt. Run		1									
Interest Rate											
Calc. Method		0									
Extra days & Mo. 1st Yr.		0									
Line No.	AFSPCD	AFSPMC	AFROLL	AFPARC	AFSTYR	AFYRRN	AFAMTR				
1	57121203	0	R	182922240016	2012	1	2,405.43				1943 Jackson Street N
2	57121203	0	R	092922310001	2012	1	110.00				1081 Hwy 36 E
3	57121203	0	R	112922340029	2012	1	27.50				1936 Craig Place
4	57121203	0	R	102922130042	2012	1	2,035.00				1623 Gervais Avenue E
5	57121203	0	R	132822220015	2012	1	1,567.50				2279 Dahl Avenue E
6	57121203	0	R	182922110053	2012	1	380.09				2112 Mississippi
7	57121203	0	R	142922340086	2012	1	343.75				1909 Larpenteur Avenue
8	57121203	0	R	242822230008	2012	1	146.96				2300 Carver Avenue E
9	57121203	0	R	182922440010	2012	1	343.75				1733 McMenemy Street N
10	57121203	0	R	102922330094	2012	1	1,223.75				2227 Birmingham Street
11	57121203	0	R	032922440022	2012	1	343.75				1741 County Road C E
12	57121203	0	R	012922210026	2012	1	1,223.75				3005 Mary Court N
13	57121203	0	R	152922230085	2012	1	1,223.75				2002 Clarence Court
14	57121203	0	R	252922410027	2012	1	1,223.75				895 Century Avenue N
15	57121203	0	R	182922430059	2012	1	2,112.88				1800 City Heights Drive N
16	57121203	0	R	182922430053	2012	1	770.00				1760 City Heights Drive N
17	57121203	0	R	092922240007	2012	1	343.75				2508 Forest Street N
18	57121203	0	R	182922340046	2012	1	1,223.75				1695 Abel Street N
19	57121203	0	R	022922140094	2012	1	343.75				2204 Maple Lane
20	57121203	0	R	022922320030	2012	1	687.50				1840 Radtaz Avenue
21	57121203	0	R	252922240083	2012	1	1,117.71				1070 Lakewood Drive
22	57121203	0	R	082922330056	2012	1	770.00				357 Laurie Road
23	57121203	0	R	012822120045	2012	1	1,302.18				2519 Brookview Drive
24	57121203	0	R	032922330036	2012	1	1,223.75				1324 Kohlman Avenue
25	57121203	0	R	092922440137	2012	1	343.75				1279 Lark Avenue
26	57121203	0	R	022922310021	2012	1	550.00				2811 White Bear Avenue
27	57121203	0	R	182922440014	2012	1	27.50				1734 Adolphus Street N
28	57121203	0	R	122822230430	2012	1	126.50				457 Mailand Court
TOTAL =							23,541.75				
<p>I hereby certify that the above information is a true and accurate record of the unpaid ambulance charges assessment roll as adopted by the Maplewood City Council.</p>											
<p>_____</p> <p>Karen Guilfoile</p> <p>City Clerk, City of Maplewood, Minnesota</p>										<p>_____</p> <p>Date</p>	

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, City Clerk
DATE: November 7, 2011
RE: Resolution of Temporary Gambling Permits for Ramsey Nursing Home Foundation

Introduction

Steve Fritzsche representing Ramsey Nursing Home Foundation has submitted four applications for temporary gambling permit for Bingo Nights. The events will be held at Ramsey Nursing Home Foundation 2000 White Bear Avenue on January 23, February 27, March 19 and October 15, 2012 from 5:00p.m. to 8:00p.m. It is requested the council approve the following resolutions for the temporary gambling.

RESOLUTION

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premises permit for lawful gambling is approved for the Ramsey Nursing Home Foundation 2000 White Bear Avenue for January 23, February 27, March 19 and October 15, 2012.

FURTHERMORE, that the Maplewood City Council waives any objection to the timeliness of application for said permit as governed by Minnesota Statute §349.213.

FURTHERMORE, that the Maplewood City Council requests that the Gambling Control Division of the Minnesota Department of Gaming approve said permit application as being in compliance with Minnesota Statute §349.213.

NOW, THEREFORE, be it further resolved that this Resolution by the City Council of Maplewood, Minnesota, be forwarded to the Gambling Control Division for their approval.

Recommendation

It is recommended that council approve the lawful gambling resolution application for the Ramsey Nursing Home Foundation.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/Dep. Director of Public Works
 Scott Schultz, Utility Superintendent
SUBJECT: **Approval of Purchase of Two Submersible Sewage Pumps for Lift Station #6**
DATE: October 31, 2011

INTRODUCTION

The Sanitary Sewer Lift Station #6 located at 1035 Lakewood Drive North near Beaver Lake is in need of pump replacement.

BACKGROUND

This lift station was built in 1986, and is the largest volume lift station in Maplewood. It is still operating with the original pumps. Both pumps are nearing 20,000 hours of run time. This is several thousand hours beyond the life expectancy of these pumps. In the past four years the pumps have experienced considerable wear and have required extensive repair. It is no longer cost effective to repair them. Considering the high volume of flow this station serves, replacing these pumps is essential.

BUDGET

The Finance Manager has verified the Sanitary Sewer operating fund has sufficient funds to cover the cost of this priority replacement. Two quotes for the pumps are listed below:

WW Goetsch Associates, Inc.

Two new Hydromatic S8FX 40 hp pumps	\$31,360.00
Total including tax, freight and installation	\$35,316.00

SY/COM, Inc.

Two new Hydromatic S8FX 40 hp pumps	\$33,980.00
Total including tax, freight and installation	\$38,116.00

RECOMMENDATION

It is recommended that the city council approve the purchase of the two pumps including tax, freight and installation totaling **\$35,316.00 from WW Goetsch Associates, Inc.**

Attachments:

1. WW Goetsch Associates Quote
2. SY/COM Quote

W. W. GOETSCH ASSOCIATES, INC.

800-831-7914

5250 WEST 74TH STREET
MINNEAPOLIS, MN 55439-2226
952-831-4340/FAX: 952-831-2357

7674 COLLEGE ROAD SUITE 105
BAXTER, MN 56425-7865
218-829-6890/FAX: 218-829-6972

OCTOBER 19, 2011

CITY OF MAPLEWOOD UTILITY DEPT
ATTN: SCOTT SCHULTZ, UTILITY SUPERINTENDENT

SUBJECT: LIFT STATION #6 REPLACEMENT PUMPS

WE RESPECTFULLY SUBMIT OUR QUOTATION ON THE FOLLOWING **HYDROMATIC** EQUIPMENT.

2 - HYDROMATIC MODEL S8FX EXPLOSION-PROOF SUBMERSIBLE PUMPS WITH 40 HP, 1750 RPM, 3/60/460 VOLT MOTORS, SEALING FLANGE ASSEMBLIES AND 50' CORDS

YOUR COST
F.O.B. FACTORY
WITH FREIGHT PREPAID AND ALLOWED
TO CITY SHOP..... \$ 15,680 EACH OR \$31,360 FOR TWO

TOTAL FOR PUMPS, LABOR TO INSTALL, FREIGHT, AND TAX, \$35,316.00

*WE HAVE NOT INCLUDED ANY OTHER MATERIALS NOT MENTIONED ABOVE.

PRICES ARE FIRM FOR 60 DAYS.

TERMS ARE NET 30 DAYS AFTER SHIPMENT.

SHIPMENT CAN BE MADE 7 - 8 WEEKS AFTER RECEIPT OF YOUR ORDER.

YOUR CONSIDERATION AND ORDER WILL BE APPRECIATED.

SINCERELY,

BRYAN GOEHRING

SY/COM, Inc.
6710 Penn Ave. S.
Minneapolis, MN 55423
612 861-3451 FAX 612 861-0969

SY/COM, Inc.

PROPOSAL #C11109A

Oct 19, 2011

To: City of Maplewood Public Works. Attn: Mr Scott Schultz, Utility Superintendent

Fax: 651 249-2459

Per your request, we are pleased to offer for your consideration our formal proposal as numbered above, and meeting your specifications.

Our bid includes the following:

1) 2 Each Hydromatic Explosion proof pumps, Model S8FX with the following motors: 40 HP, 1750 RPM, 3 phase, 60 Hz. 4650 VAC. Pumps include sealing flanges and 50' cords.

2) Includes Delivery to Job Site,

3) Start Up and Training

This quotation does not include: 1) any state, federal or other applicable sales, use, or taxes of any kind. 2) Any local, state or federal permits or licenses. 3) Installation of equipment or any installation materials such as wire, cable, plumbing, conduit, mounting brackets, pumps, manifolds, enclosures, floats, meter sockets, or anything not specifically mentioned above. 4) Any piping, valves, guide pipe, vent pipe, anchor bolts or any other materials not specifically mentioned above.

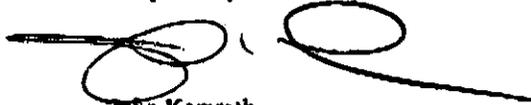
This quotation is based on our interpretation of the plans and specifications received at the time of this proposal. This quote includes only materials and services listed, and is subject to the correction of errors. Deviations, official or otherwise, shall modify these prices. Our terms are net 30 days from date of our invoice. Delivery is approximately 8-10 weeks ARO, Approval, and Release (unless required sooner). Liquidated damages do not apply.

Prices are firm for 30 days.

Your cost, FOB Factory with freight prepaid and allowed to job site:

\$33,980.00

Respectfully Submitted,



John Kamrath
SY/COM, Inc.

*Industrial Controls for the
Next Century Now*

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/Dep. Director of Public Works
 Scott Schultz, Fleet Superintendent
 Bryan Nagel, Street Superintendent
SUBJECT: **Approval of Purchase of Toolcat 5610 F-series Work Machine**
DATE: November 4, 2011

INTRODUCTION

The Public Works Department is in need of a Toolcat Work Machine to continue to provide adequate maintenance service throughout the city. This piece of equipment is essential for sidewalk snow removal, but will also be utilized year round by all divisions in Public Works as explained below. The council will consider authorizing this purchase utilizing existing Public Works Operating budget funds.

BACKGROUND

Currently the City operates a Toolcat 5600 Work Machine. This machine was purchased in 2007. It was an addition to the fleet at that time because of its versatile application throughout Public Works. The Toolcat machines (5600 and 5610) can operate all of our current attachments that are used by existing Bobcat Skid Loaders.

The purchase of the new Toolcat 5610 F-Series machine is needed due to the additional 6 miles of sidewalk the city has acquired over the last two years, and forecasted future sidewalk installations. With our current snow removal equipment we are unable to keep up with large snowfalls and are unable to meet the city’s sidewalk snow removal policy that states sidewalks are to be cleared within 48 hours of the completion of street plowing operations. This machine will also be used for improved snow removal at City Hall campus, the Community Center campus and throughout the City Wide Trail System.

The Toolcat 5610 F-Series also has additional applications different from the Toolcat 5600. This machine has a PTO Driven rear end. This will allow it to be utilized by the Parks and Street divisions in the summer season. It can be used for Street mowing operations and it will be used by the Parks Division for Ball Field maintenance and other Recreation Program Field maintenance needs. Also, because of these additional applications this machine will perform, a large Capital Improvement Fleet purchase planned for the Parks Division in 2013 can be eliminated in the amount of \$30,000.00.

BUDGET

The amount quoted for the machine under **MN State Contract #2979 is \$51,246.71**. This high priority purchase will be funded equally by three Publics Works Operating Funds. The Finance Manager has verified the Public Works budget has adequate funds for the amounts listed:

Street (101-502)	\$17,082.25
Snow and Ice (101-514)	\$17,082.23
Parks (101-602)	<u>\$17,082.23</u>
Total Cost	\$51,246.71

RECOMMENDATION

It is recommended that the city council approve the purchase of the Toolcat 5610 F-Series Work Machine under MN State Contract #2979 from Tri-State Bobcat, Inc including tax, delivery and training totaling **\$51,246.71** utilizing existing operating funds from the Public Works Department budget.

Attachments:

1. Tri State Bobcat Quote



Product Quotation

Quotation Number: 859F08779

Date: 2011-11-03 11:40:15

Ship to	Bobcat Dealer	Bill To
City of Maplewood 1902 E County Rd B Maplewood, MN 55109 Phone: 651-770-4553 Fax: 651-777-9543	Tri-State Bobcat, Inc 3101 Spruce St Little Canada MN 55117 Phone: (651) 407-3727 Fax: (651) 217-5770 ----- Contact: Patrick Schoen Phone: 651-407-3727 Fax: 651-217-5770 Cellular: 612-356-8890 E Mail: patricks@tristatebobcat.com	City of Maplewood 1902 E County Rd B Maplewood, MN 55109 Phone: 651-770-4553 Fax: 651-777-9543

Description	Part No	Qty	Price Ea.	Total
Toolcat 5610 F-Series	M1003	1	\$55,604.00	\$55,604.00
Bolt-On Cutting Edge, 62"	6718005	1	\$190.71	\$190.71
62" General Purpose Bucket	7114585	1	\$682.00	\$682.00
			Total for this Machine	\$56,476.71
Description	Part No	Qty	Price Ea.	Total
SB200 Snowblower - 60" Width	M7001	1	\$2,860.20	\$2,860.20
--- 9.6 Hyd Motor Package (25 - 31 gpm)	M7001-R01-C04	1	\$792.40	\$792.40
			Total for these items	\$3,652.60
Description	Part No	Qty	Price Ea.	Total
60" Snow V-Blade, 7 Pin	7104861	1	\$2,595.60	\$2,595.60
			Total for these items	\$2,595.60
Description	Part No	Qty	Price Ea.	Total
100" Snow & Light Material Bucket	6727787	1	\$1,239.70	\$1,239.70
--- Bolt-On Cutting Edge, 100"	6715464	1	\$267.35	\$267.35
			Total for these items	\$1,507.05
Total of Items Quoted				\$64,231.96
Freight Charges				\$661.20
Discount	Bobcat Municipal Discount			(\$8,471.51)
Discount	Tri-State Bobcat Municipal Discount			(\$8,471.51)
Sales total before Taxes				\$47,950.14
Taxes:	State of Minnesota			\$3,296.57
Quote Total - US dollars				\$51,246.71

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steven Love, Assistant City Engineer
SUBJECT: Approval of Installation of No-Parking Signs at Mayhill Road & 7th Street
DATE: October 21, 2011

INTRODUCTION

The City Council will consider the installation of No-Parking signs at the intersection of Mayhill Road and 7th Street. Public Works staff received a request to review current placement of the No-Parking signs along 7th Street and the effects these signs have on the intersection of Mayhill Road and 7th Street. Council review of the request is recommended.

BACKGROUND

A letter was received by Public Works from the residence of 2713 7th Street East (see attachment) in 2007 requesting the installation of “No-Parking” signs in front of their house to deal with issues such as vehicles blocking the mail boxes, no available parking for visitors, and damage to the front lawn caused by vehicles parking in front of their house that work at the Century Animal Clinic. It was also noted that at the time of the letter that there were “No-Parking” signs located along the south side of 7th Street east of Mayhill Road.

According to the May 30, 2007 Agenda Report, No Parking Signs on 7th Street, East of Century Avenue, (see attachment) the following observations were noted:

- “This is a common problem with older businesses in Maplewood that do not have adequate on-street parking available to them.”
- “Unfortunately there is no way to require more on-site parking for the vet clinic.”

The recommendation of the Agenda Report was to install bituminous curb along the road, because shifting the “No-Parking” signs to the north side of the street would only shift the issue further down the street or onto adjacent streets.

The current conditions have parking restricted on the north side of 7th Street for the following times:

- Monday – Friday from 7 a.m. – 5 p.m.
- Saturday from 7 a.m. – 1 p.m.

There are currently no parking restrictions on the south side of 7th Street or Mayhill Road.

In order to see how parking habits have changed I reviewed the aerial photographs from 2006, 2008, and 2009 (see attachments). In 2006 vehicles can be seen parked towards the east end of 7th street along the north side of 7th. In 2008 and 2009 vehicles are seen parked on the south side of 7th Street

just east of the intersection of Mayhill Road and on the east side of Mayhill Road just south of the intersection. During a site visit on September 30, 2011 I witnessed similar parking patterns.

CONCLUSIONS

The “No-Parking” signs along the north side of 7th Street have accomplished the goal of keeping the business parking located along or closer to the business property, but have shifted the issue to a new location. By shifting the signs back to the south we will be further extending the debate of which side should have the parking restrictions. The issue today is one of sight distance impact at the intersection of 7th Street and Mayhill Road.

Parking restriction for an intersection according to MN State Statute and City Code do not apply to an uncontrolled intersection without a sidewalk such as Mayhill Road and 7th Street. Therefore, I would propose the following short term solution and possible long term solution for this issue.

- Short Term Solution
 - Coordinate with Public Works to restrict parking by installing “No-Parking” signs 30 feet from the tangent points of the road on the south side of 7th and Mayhill Road south of the intersection (see attached map)
- Long Term Solution
 - As part of a future street reconstruction project, work with the property owners to add additional on street parking along the south side of 7th Street adjacent to the business parking and coordinate with owners for a possible parking lot expansion

RECOMMENDATIONS

It is recommended that the city council approve the recommendation to install “No-Parking” signs 30 feet from the tangent points of the road on the south side of 7th Street and on Mayhill Road south of the intersection.

Attachments:

1. 2007 Letter from 2713 7th Street
2. 2007 No-Parking Signs Agenda Report
3. 2006, 2008, & 2009 Aerial Maps
4. Proposed No-Parking Sign Location Map

Melissa and William Tiller
2713 7th Street East
Maplewood, MN 55119
651-731-5337
March 23, 2007

RECEIVED

MAR 26 2007

*Maplewood
Public Works*

To whom it may concern,

I live on 7th Street East in Maplewood and I have lots of cars parking in front of our home every single day except Sundays.

The cars are from the people who work at the Century Animal Clinic; street entrance facing Hwy 120 (Century Ave). I am very exhausted having to fix my front lawn every summer, spring, and fall from the people who park in front of my home. I spend lots of time as well as money to fix my front lawn every year due to this issue. I have lived here for four years now and I have spent approximately 300.00 dollars total for fixing my front lawn. That would be including the dirt, seed, watering bills to get the seed to grow grass again. Not even mentioning the time we spend fixing it to not wash away as well. I don't feel that I should have to absorb the expense of the business to fix my lawn due to the people parking in front of my home. And just because the animal clinic does not provide appropriate parking for there employees.

I have been told by someone who works at the Animal clinic once that, " You should not be cutting the grass when there are cars parked in front of the house cause the lawn mower may shoot out something and damage the cars." I say too bad, don't park in front of my house then. My husband gets told not to water the grass either cause of the cars there. Well if I didn't have to grow a new lawn every year due to the parking of the cars we wouldn't be watering.

There are some days where our neighbors mail boxes are blocked due to cars parking in front of it. I have met the mail carrier to get the mail some days before work and she even complains about it.

I have wrote notes and left them on cars that were parked in our lawn stating, " Don't park on the lawn. If you don't know how to park your car in the street, then don't park in front of my house anymore."

It is very upsetting for me to come home from work and see cars parked on the lawn. Not to mention the fact that they don't even seem to notice that there car is totally on the grass then not even fix the way the car is parked. As it would be for anyone to see that on there property. Would you like the same cars parking on your lawn every single day for four years and for you to have to see it? Let alone fix it every year for it to just happen year after year? I am sure your answer is NO! And if not; then come and buy my home from me so I don't have to deal with it anymore. Or give me your address and I will send them over to your yard.

I want no parking signs during business hours in front of my house to solve this issue. There is currently no parking on the business side of the street across from me. Why? The only reason why I could see that there would be no parking on the business side of the street is because of the corner of Mayhill and Seventh Street where they intersect. However there is not even a stop sign there so why would there be a no parking signs? Shouldn't parking be allowed on the business sides?

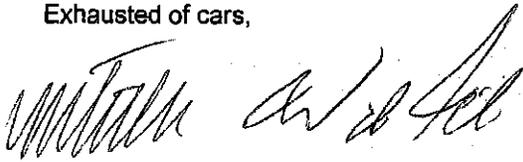
We would be happy if there were no parking signs that were strict for business hours. That way our family members and friends as well as home owners could park there cars on the street later in the evenings.

It is so bad that our family members have to park over at the Mayhill street and walk down the road and across the street at times just to visit us. Or they wait till the Animal Clinic is closed to come over so they have a place to park. That is very sad. I did not ever think that I would have to deal with a parking issue when we bought our home. And if this does not get solved now, when

time comes where I want to sell my home and move; I see it from a real estate deal that we could have a hard time selling or having a buyer pass on our home due to the cars all the time. That is not fair to us as a home owner in the city of Maplewood to have to deal with or think of that as an issue. Or absorb the cost to fix my yard for a business related issue in this city. It just is not okay for me as a home owner.

Please put strict no parking signs during business hours in front of my home 2713 7th Street East. Myself, visitors, and wallet will thank you.

Exhausted of cars,

A handwritten signature in cursive script, appearing to read "Melissa and William Tiller".

Melissa and William Tiller



June 6, 2007

Melissa and William Tiller
2713 7th St. East
Maplewood, MN 55119

Re: Petition for No Parking Signs on 7th Street

Dear Mr. and Mrs. Tiller,

Enclosed is the staff report in response to your petition to install No Parking Signs on 7th Street. This report will be presented to council at the June 11th regular City Council meeting. The meeting will begin at 7:00 pm.

Please call me at 651-249-2404 if you have any questions.

Sincerely,

Erin Laberee, PE
Assistant City Engineer

AGENDA REPORT

TO: Greg Copeland, City Manager
FROM: Charles Ahl, Public Works Director/City Engineer
Erin Laberee, Assistant City Engineer
SUBJECT: No Parking Signs on 7th Street, East of Century Ave.
DATE: May 30, 2007

INTRODUCTION

Melissa and William Tiller live at 2713 7th Street East. They have submitted a letter to the city requesting that the city install no parking signs during business hours in front of their home. The letter is attached. Employees of the Century Animal Clinic seem to be parking in front of the Tiller's home, which has caused damage to the lawn and prevents guests of the Tiller's from parking close by.

Discussion

Senior planner, Tom Ekstrand has reviewed this issue and offered the following comments.

As you requested, I have reviewed the request by Melissa and William Tiller, 2713 7th Street East, regarding their request to have "no-parking" signs installed on their side of 7th Street adjacent to their front yard. As explained in their letter, they are experiencing problems with the veterinary clinic staff parking along their boulevard. The result of this parking activity is the nuisance of these drivers parking on the grass and damaging the boulevard. The Tillers, consequently, want the "no-parking" signs to prevent the continued parking in front of their yard.

This is a common problem with older businesses in Maplewood that do not have adequate on-site parking available to them. The available "on-site" parking does not meet city codes with the required number of spaces or even with the proper setbacks for the sparse parking that there is.

Unfortunately there is no way to require more on-site parking for the vet clinic. This is not an option. What solutions do I see to this matter? I am afraid that there is no good solution. Granting the Tillers their prohibited parking signs would only move the problem further down 7th Street. Another thought is, 7th Street is a public roadway and on-street parking is an allowed use of streets except during late-night hours.

I stated that there are no good solutions, but two remedies may be: 1) To post the requested "no-parking" signs in front of the Tiller property and remove them from across the street by the Dege Garden Center parking lot. This would at least move the parking to a side of the street where there are no homes. However it could cause drivers to park further down the same side of 7th Street as the Tillers. 2) The second is to install curbing along the Tiller boulevard to prevent cars from damaging their grass.

My recommendation is to install bituminous curb along the north side of 7th to prevent cars from damaging the Tiller's grass.

Engineering staff has also reviewed this issue and concurs with Tom's recommendation to install bituminous curb. Shifting the no parking signs to the north side of the street would only shift the parking issue further down the street or onto an adjacent street. The curb would be installed along the north side of 7th street from the intersection at Century Avenue to the vacant property at 2669. The cost of the curb installation would be approximately \$1,200 and be borne from the streets program within the Public Works Budget.

RECOMMENDATION

It is recommended that the council deny the request to install "No Parking During Business Hours" signs and approve the installation of bituminous curb to prevent damage to the resident's lawn.

Attachments:

1. Letter
2. Location Map

Location Map





2006

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (August 29, 2011), The Lawrence Group (August 29, 2011) for County parcel and property records data; August 2011 for commercial and residential data; April 2009 for color aerial imagery; All



2008

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SOURCES: Ramsey County (August 29, 2011), The Lawrence Group (August 29, 2011 for County parcel and property records data; August 2011 for commercial and residential data; April 2009 for color aerial imagery; All



2009

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SOURCES: Ramsey County (August 29, 2011), The Lawrence Group/August 29, 2011 for County parcel and property records data; August 2011 for commercial and residential data; April 2009 for color aerial imagery; All



Proposed No-Parking Sign Locations

Proposed No-Parking

Proposed No-Parking

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SOURCES: Ramsey County (August 29, 2011), The Lawrence Group/August 29, 2011 for County parcel and property records data; August 2011 for commercial and residential data; April 2009 for color aerial imagery; All

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steven Love, Assistant City Engineer
SUBJECT: **Approval of Installation of Stop Signs at Sandhurst Avenue & Kennard Street**
DATE: October 28, 2011

INTRODUCTION

The City Council will consider the installation of stop signs at the intersection of Sandhurst Avenue & Kennard Street. Public Works staff received a petition requesting the intersection to be signed as an all-way stop. Council action on the request is recommended.

BACKGROUND

A petition was received by Public Works from the residents of 1627 Sandhurst Avenue (see attachment) requesting the intersection of Sandhurst Avenue & Kennard Street be signed as an all-way stop (see attachment). The petition noted that there was an accident at the intersection in July of 2011 and there is concern for the safety of children who may be playing or biking in the street. The parking lot for Sherwood Park is located approximately 400 feet north of the intersection of Sandhurst and Kennard on the west side of Kennard Street.

The placement of stop signs in the city is regulated by and consistent with the Minnesota Manual on Uniform Traffic Control Devices (Mn MUTCD). This manual is adopted by the city ordinance to regulate all street signage, markings, and signals. City staff and the City's consultant S.E.H. have evaluated the intersection with respect to the criteria set forth by the Mn MUTCD for the application of stop signs. City staff gathered traffic volume data at the intersection and speed data on Kennard Street north of the intersection. S.E.H. performed site investigations, reviewed the collected traffic data, and provided an intersection evaluation memo (see attachment).

S.E.H.'s memo, dated October 25, 2011, states that the intersection failed to meet the minimum criteria set for by Mn MUTCD for an all-way stop under the following categories:

- Vehicle Crash History
 - An intersection with 5 or more reported crashes in a 12-month period that are susceptible to correction by an all-way stop is considered to have a crash problem (Mn MUTCD Criteria)
 - Police records show that there has been only 1 crash in the last 6 years at this intersection which is well below the above listed criteria

- Traffic Volume
 - The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day (Mn MUTCD Criteria)
 - The total averaged vehicles per day (both approaches), 160 vehicle on Kennard Street and 130 on Sandhurst Avenue, are well below the 300 vehicles per hour criteria listed above
- Traffic Speed
 - If the 85th-percentual approach speed , that speed below which 85% of the traffic is traveling, of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values listed above
 - This rule does not apply as the 85th-percentual approach speed north of the intersection is 30 mph which is below the above listed criteria

S.E.H.'s field review of the intersection revealed sight restrictions at the intersection which impact the speed at which drivers can safely access the intersection. It was further noted that even if sight restrictions were improved through mediation efforts this would not fully resolve the relatively low safe approach speeds. The Mn MUTCD provides for the use of engineering judgment in the case of restricted sight distance and the potential use of stop signs. S.E.H.'s memo provided the following recommendation:

- “Due to the relatively low safe approach speeds to access this intersection, with or without improved sight distance, we recommend the stop signs be installed on Sandhurst Avenue at Kennard Street.”

CONCLUSIONS

Staff has reviewed the October 25, 2011 memo from S.E.H. along with the traffic data and recommends the installation of stop signs at the intersection of Sandhurst Avenue and Kennard Street in order to sign the intersection as an all-way stop. This recommendation will address the issue of sight restrictions and relatively low safe approach speeds as noted in the October 25, 2011 memo from S.E.H. and is constant with the criteria set for by the Mn MUTCD.

RECOMMENDATIONS

It is recommended that the city council approve the recommendation to install stop signs at the intersection of Sandhurst Avenue and Kennard Street in order to sign the intersection as an all-way stop.

Attachments:

1. Petition from 1627 Sandhurst Avenue
2. Proposed Stop Sign Location Map
3. October 25, 2011 S.E.H. Memo

Petition - 4 way stop sign Sandhurst & Kennard

Our neighborhood has experienced an increase in traffic because more people are using Sherwood Park for soccer and baseball plus people use the route as a short-cut to Cope Ave. We had an accident in July 2011 in which both vehicles were totaled out. There are four homes at this intersection that all have children playing and riding bikes in the street. The playground is located on Kennard Street so children go there to swing and slid. Cars coming off of County Road B onto Kennard come shooting though with out looking at this intersection.

RECEIVED

AUG 05 2011

Maplewood
Public Works

STOP SIGN PETITION

We, the undersigned, do hereby petition the council of the City of Maplewood to:

Install a 4 -way stop sign at [where?] [why?]
Sandhurst Ave. + Kennard

OWNER SIGNATURE	PRINT NAME	ADDRESS	DATE
<i>Novi Colbert</i>	Novi Colbert	1616 Sandhurst Ave E.	8-2-2011
<i>Tina Hickman</i>	Tina Hickman	1613 Sandhurst Ave E	8-2-2011
<i>Jeanette Carle</i>	Jeanette Carle	1627 Sandhurst Ave. E.	8-2-11
<i>Ann Marie Rogers</i>	ANN MARIE ROGERS	1610 SANDHURST DR. E	8-2-11
<i>Esther Harris</i>	ESTHER HARRIS	1622 E Sandhurst Dr. E	8-2-11
<i>Sandra Callen</i>	Sandra Callen	1695 E Sandhurst Dr E	8-2-11
<i>Barb Karel</i>	Barb Karel	1666 E. Laurie Rd	8-2-11
<i>Susan Hannig</i>			
<i>Susan Hannig</i>	Susan Hannig	1655 Sandhurst Dr E	8-2-11
<i>Colleen Harris</i>	Colleen Harris	1622 E Sandhurst Dr.	8/2/11

Bruce Roman 1713 Laurie Rd. E. 8/2/11

Petition: 4-way stop at Sandhurst & Kennard

OWNER SIGNATURE	PRINT NAME	ADDRESS	DATE
11. Elaine Anderson	ELSIE ANDERSON	1679 E Laurie Rd	8/2
12. Laura Reeves	Laura Reeves	1686 Laurie Rd E.	8/2
13. E Waldvogel	Edith Waldvogel	1686 Laurie Rd. E.	8/2
14. Catherine Steffen	Catherine Steffen	1587 Sandhurst	8/2
15. Dick Carl	Dick Carl	1627 E Sandhurst	8/2
16. Amy J. Korba	Amy J. Korba	1649 Sandhurst	8/2
17. Patrick Thibaudan	Patrick Thibaudan	1575 Sandhurst	8/2
18. Anna Gaichas	Anna Gaichas	1745 Laurie Rd E	8/2
19. Pat Kressin	Pat Kressin	2009 Kennard St	8/2
20. Yia Yang	Yia Yang	1611 Sandhurst Dr. E	8/2
21. Catherine Walker	Catherine Walker	1655 Sandhurst Dr	8/2
22. Molly Newton	Molly Newton	1700 Laurie Rd E	8/2
23. Jim Denton	Jim Denton	1700 Laurie Rd. E	8-2
24. Betty Krenz	Betty Krenz	1712 E Laurie Rd	8-2
25. Clay A. Langer	Clay A. Langer	1655 E Co Rd B	8-2
26. Nancy Langer	Nancy Langer	1655 E. Co Rd B	8-2

PROPOSED STOP SIGN LOCATION MAP



PROPOSED STOP SIGNS

PROPOSED STOP SIGNS

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.
SOURCES: Ramsey County (September 30, 2011), The Lawrence Group; September 30, 2011 for County parcel and property records data; September 2011 for



MEMORANDUM

TO: Steve Love - City of Maplewood

FROM: Thomas A. Sohrweide, PE, PTOE

DATE: October 25, 2011

RE: Sandhurst Avenue/Kennard Street Intersection Control
SEH No. MAPLE 117779 Task 1.0

The City of Maplewood has received a petition for an all-way stop at the intersection of Sandhurst Avenue/Kennard Street. The petition cites a recent vehicle crash at the intersection, cut-thru traffic, and the proximity of Sherwood Park. The intersection is located in a residential area with 30 mph speed limits and is currently uncontrolled.

At your request we have evaluated this intersection for the need of traffic control. This review included a review of traffic count and vehicle speed data collected by City staff and a field review of the existing conditions.

Criteria for the installation of intersection control are established by the Minnesota Manual on Uniform Traffic Control Devices (Mn MUTCD). To justify an all-way stop requires that the main roadway has 300 vehicles per hour entering the intersection (total of both approaches) for 8 hours. In addition, there must be a combined volume of at least 200 vehicles, pedestrians, and bicycles per hour entering the intersection (total for both approaches) for the same 8 hours, with an average delay of at least 30 seconds per vehicle during the highest hour.

The traffic counts obtained by the City at this intersection indicate that there are 160 vehicles per day on Kennard Street and 130 vehicles per day on Sandhurst Avenue. These volumes are totals in both directions of travel and do not reach the thresholds necessary to justify an all-way stop.

Another justification for an all-way stop is 5 vehicle crashes in a 12 month period that are of the type susceptible to correction with an all-way stop. According to Police records, the crash identified in the petition is the only crash in the last 6 years at this intersection.

Traffic speed data was also collected by City staff on Kennard Street ½ block north of Sandhurst and at Sherwood Park. The 85th percentile speed is that speed below which 85% of the traffic is traveling. This speed is a significant input into determining appropriate speed limits. The results shown in the following table are indicative of a local residential street.

Kennard Street
Vehicle Speeds (mph)
September 19 - 21, 2011

Location	Northbound		Southbound	
	85th %	Average	85th %	Average
1/2 Block North of Sandhurst	30	22	27	22
at Sherwood Park	29	23	22	17

Field review of the intersection revealed sight restrictions on the northeast and southwest corners which impact the speed at which drivers can safely access the intersection. The Mn MUTCD provides for the use of engineering judgment in the case of restricted sight distance and the potential use of Stop control. Under current conditions, a northbound driver could safely access the intersection at approximately 18 mph, southbound at 8 mph, eastbound at 12 mph, and a westbound driver would need to stop.

If the sight restrictions were improved through mediation efforts, the southbound movement could improve to approximately 15 mph and the westbound to an estimated 10 mph.

Due to the relatively low safe approach speeds to access this intersection, with or without improved sight distance, we recommend that stop signs be installed on Sandhurst Avenue at Kennard Street.

ts

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AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Dep. Director of Public Works / City Engineer
 Steve Love, Assistant City Engineer
 Jon Jarosch, Civil Engineer I
SUBJECT: **2012 Mill and Overlay Improvements, Project 11-15**
a. Public Hearing
b. Resolution Ordering Improvement after Public Hearing (4 votes)
DATE: November 8, 2011

INTRODUCTION

The public hearing for this project has been scheduled for 7:00 p.m., Monday, November 14, 2011. Notices of the public hearing have been mailed and published. The feasibility study was accepted by the council on October 24, 2011, along with a resolution calling for a public hearing. The city council will consider ordering the improvement following the public hearing.

BACKGROUND

It is important that the city maintains its infrastructure valued at roughly \$200 million. The streets associated with the 2012 Mill and Overlay project have continued to deteriorate over the years with the streets having a current weighted average PCI rating of 63 (on a scale of 1 to 100) as indicated on the approved 2012 -2016 CIP. The Public Works Department routinely fields calls from residents on the current surface conditions of these roads. The maintenance staff spends a considerable amount of time maintaining these streets by patching minimum depth surface failures, which are visually apparent especially along Highwood and Linwood Avenues.

The streets associated with the proposed project can be seen on the attached project location maps and are listed below:

- Conway Avenue – (McKnight Road to Century Avenue)
- Highwood Avenue – (McKnight Road to Farrell Street)
- Linwood Avenue – (McKnight Road to Century Avenue)
- Maryland Avenue – (McKnight Road to Lakewood Drive)
- Roselawn Avenue – (Rice Street to Highway 61)
- Stillwater Avenue – (McKnight Road to Lakewood Drive)
- Southlawn Drive – (Beam Avenue to Legacy Parkway)

The feasibility report was ordered at the July 27, 2011 city council meeting. A letter and information packet was mailed to residents and business owners on August 9, 2011 to provide information on the council's action and to notify them that preliminary engineering and site review would begin within the subject areas. The informational packet contained a questionnaire, information about the proposed mill and overlay project, a project location map, and a letter explaining assessments.

Informational neighborhood meetings were held September 19 and 20, 2011 at the Maplewood Community Center. Staff mailed out the invitation to 324 property owners. Approximately 50 residents

attended the September meetings. Meetings generally ran from 5:00 p.m. to 7:00 p.m. including a presentation, question and answer session, neighborhood brainstorming session, and one-on-one conversations with city staff. Items presented at these meetings included the public improvement process, an explanation of why these streets were chosen for improvements, project scope, proposed assessments, and an estimated project timeline. Staff also solicited feedback from residents on other issues that could potentially be addressed by this project. Staff has also met with project stakeholders individually.

From discussion with the residents some of the concerns raised relate to the proposed assessments, traffic speeds, and volume of bus/truck traffic. During the design phase of the project staff will review traffic calming measures that were discussed at the neighborhood meeting, such as dynamic speed signs, to determine if they can be incorporated into the project. A summary of the response to the questionnaires sent to the residents on the project streets, along with a summary of written comments, are attached to this report.

On October 24, 2011 staff presented the feasibility report to the city council. The council accepted the report and called for a public hearing to be held on November 14, 2011. The feasibility report is available on the city web site www.ci.maplewood.mn.us under the 2012 Mill and Overlays "Projects" pull down tab. Copies for viewing are also available in the office of the City Engineer.

On October 27, 2011 a letter was mailed to all property owners abutting the proposed project streets informing them of the time, location, and purpose of the public hearing. The letter also reiterated that staff is available to meet and discuss questions or concerns prior to the public hearing. Project location maps were also included in the letter outlining the proposed project streets. The information regarding the public hearing is available under the 2012 Mill and Overlays "Projects" pull down tab.

DISCUSSION

According to the approved 2012 – 2016 CIP the proposed mill and overlay project was to be split over the 2012 and 2013 construction seasons. However, due to the volume of complaints on the subject roadways and in the interest of creating efficiencies and cost savings by minimizing administrative costs, it has been proposed to construct all of the improvements in 2012.

The main focus of the proposed project is the rehabilitation of the pavement surface. Staff is proposing to remove the top 2 inches of existing bituminous by milling (i.e. grinding) and thereby removing the damaged surface. Following the milling operation the milled pavement surface will be inspected for sub-grade failures and additional corrective measures will be applied as necessary.

With the goal of the project being pavement rehabilitation there are no major utility upgrades proposed as part of this project. Minor upgrades associated with this project include the replacement of outdated sanitary sewer castings with castings meeting current city standards and replacement of damaged storm sewer castings. Prior to the placement of the new bituminous overlay all castings will be adjusted to their appropriate heights.

For those streets with existing concrete curb and gutter it is proposed to remove and replace damaged or broken panels prior to the placement of the new bituminous overlay. It is estimated that approximately 10% of the existing concrete curb and gutter will need to be replaced. Staff also recommends replacing all bituminous curb on the project streets as milling along the base of the curb can further damage the curb and would result in a seam in the bituminous near the base of the curb. Curbing is often used to contain and help transport storm-water runoff. Having a seam where the water is concentrated increases the risks of degradation to the roadway.

Existing pedestrian curb ramps will be reviewed and evaluated to ensure they meet current ADA requirements. The final steps of the project will be the placement of a new 2-inch bituminous overlay and the restriping of the road way. The project street widths range from 30 to 44 feet wide and are proposed to remain the same however striping could be adjusted to narrow lane widths.

ASSESSMENTS

An independent appraisal firm was hired to ascertain an opinion of special benefit received by properties within the neighborhood project area. This information was used to set the proposed special benefit assessment amounts for the project area. There are 178 assessable residential parcels and 30 assessable commercial parcels within the project area.

Based on the City of Maplewood’s Pavement Management Policy, residential parcels are assessed on an equal “unit” basis. The City’s current residential unit assessment rate for a mill and overlay is \$2,450. However, per Minnesota State Statute 429, the assessment amount cannot be greater than the benefit received by the property from the improvement. Therefore, an appraisal firm was consulted to determine the benefit that would be realized from the proposed mill and overlay project. According to the appraisal report, the residential assessment rates needed to be reduced from the current rate. The project assessment “unit” rates have been set based on the special benefit appraisal as follows:

- Residential
 - Mill & Overlay Rate = \$2,000/unit

- Commercial
 - Commercial Special Benefit Assessment Rates = Per Linear Foot Basis
 - Commercial properties assessment rates per linear foot basis based upon special benefit appraisals

BUDGET

The total project budget approved at the October 24, 2011 city council meeting is \$3,194,800. A portion of the improvements are proposed to be financed through a combination of special benefit assessments, consistent with the City’s assessment policy, in addition to potential 3M TIF Funds. If the 3M TIF funding is not available, the remaining project costs would be recovered by increasing the M.S.A. bonding. It is important to note that this funding plan does not utilize general tax levy dollars. The remaining funding sources include a combination of E.U.F., W.A.C., and Sanitary Sewer funds. The following is a summary of the estimated financing for the proposed project:

ESTIMATED PROJECT COST RECOVERY		
FUNDING SOURCE	TOTAL AMOUNT	% OF TOTAL PROJECT
M.S.A. BONDS	\$1,266,400	40%
SANITARY SEWER FUND	\$59,900	2%
ENVIRONMENTAL UTILITY FUND	\$46,200	1%
SPECIAL BENEFIT ASSESSMENT	\$1,146,000	36%
W.A.C. FUND	\$26,300	1%
3M TAX INCREMENT FINANCING	\$650,000	20%
TOTAL FUNDING	\$3,194,800	100%

Even though this project does not utilize general tax levy money, the intent is to design this project with a number of bid alternate options. This would allow the City to reduce the scope of improvements by eliminating bid alternates if necessary. In essence, this would allow the bids to be received and the city can choose the project scope based on the cost it is comfortable with in order to proceed.

CONCLUSION

With the majority of the streets associated with the proposed project classified as major collectors the proposed improvements are necessary to maintain these vital links of the city's infrastructure. The proposed improvements main focus is to rehabilitate the pavement surface condition of the project streets. The proposed improvements will reduce the costs and time spent by maintenance staff each year patching minimum depth surface failures and will provide an acceptable driving surface for users.

The majority of the residential properties benefiting from the proposed improvements will be assessed a total of \$2,000. This amount can be paid over 8 years on the taxes at an interest rate estimated at 6%. Assessment deferment options are available for those citizens meeting age or disability and income requirements where the assessment would cause financial hardship. Additionally, deferments are available to National Guard or other military reserves called into active service and undeveloped properties. If the project is ordered to proceed the staff would work with those individuals to file an assessment objection prior to the Assessment Hearing to be held at a later date next year.

RECOMMENDATION

It is recommended that the city council approve the attached resolution ordering the improvement for the 2012 Mill and Overlays, City Project 11-15. (Four affirmative votes are required to approve this resolution).

Attachments:

1. Resolution Ordering Improvement
2. Feasibility Report – Executive Summary
3. Questionnaire Results
4. Location Map

RESOLUTION
ORDERING IMPROVEMENT

WHEREAS, a resolution of the city council adopted the 24th day of October 2011, fixed a date for a council hearing on the proposed street improvements for the 2012 Mill and Overlays, City Project 11-15.

AND WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was duly held on November 14, 2011, and the council has heard all persons desiring to be heard on the matter and has fully considered the same;

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

1. That it is necessary, cost-effective and feasible, as detailed in the feasibility report, that the City of Maplewood make improvements to the 2012 Mill and Overlays, City Project 11-15.
2. Such improvement is hereby ordered as proposed in the council resolution adopted the 14th day of November, 2011.
3. The city engineer or his designee is the engineer for this improvement and is hereby directed to prepare final plans and specifications for the making of said improvement.
4. The finance director was authorized to make the financial transfers necessary to implement the financing plan for the project by the city council at the October 24, 2011 council meeting. A project budget of \$3,194,800 was established. The approved financing plan is as follows:

ESTIMATED PROJECT COST RECOVERY		
FUNDING SOURCE	TOTAL AMOUNT	% OF TOTAL PROJECT
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3M TAX INCREMENT FINANCING	\$650,000	20%
TOTAL FUNDING	\$3,194,800	100%

**FEASIBILITY REPORT
2012 MILL AND OVERLAYS
CITY PROJECT 11-15**

CONWAY AVENUE, HIGHWOOD AVENUE, LINWOOD AVENUE, MARYLAND AVENUE, ROSELAWN AVENUE, SOUTHLAWN DRIVE, STILLWATER AVENUE

EXECUTIVE SUMMARY

Project Summary

This feasibility report has been prepared for the 2012 Mill and Overlays, City of Maplewood Project 11-15. The above referenced streets total approximately 5.7 miles in length. The proposed improvements include the following:

- 1) A 2" mill and overlay of all project streets. Sub-grade repairs would be performed in areas of failure as necessary to support the overlay.
- 2) Removal and replacement of damaged sections of concrete curb and gutter.
- 3) Removal and replacement of all bituminous curbing.
- 4) Replacement of outdated sanitary sewer castings.
- 5) Replacement of damaged storm sewer castings.
- 6) Replacement of pedestrian curb ramps as necessary.
- 7) Consider the installation of traffic control measures such as dynamic speed display signs and stop signs.
- 8) Consider the installation of additional street lighting.
- 9) Consider the extension of water and sewer service to properties at the east end of Linwood Avenue.

Project Cost

The estimated project cost is \$3,194,800 and is outlined as follows:

PROPOSED IMPROVEMENTS	TOTAL AMOUNT	% OF TOTAL PROJECT
STREET IMPROVEMENTS	\$ 3,062,400.00	95.9%
DRAINAGE IMPROVEMENTS	\$ 46,200.00	1.4%
SANITARY SEWER IMPROVEMENTS	\$ 59,900.00	1.9%
WATER SYSTEM IMPROVEMENTS	\$ 26,300.00	0.8%
TOTAL ESTIMATE OF PROJECT COSTS	\$3,194,800	100%

The estimated costs includes 8% contingencies and 15% overhead, which include engineering, administrative, legal, and fiscal expenses.

Proposed Financing

The improvements are proposed to be financed through a combination of special assessments to the benefiting properties, Municipal State Aid Bonds (M.S.A.), Sanitary Sewer Fund, Environmental Utility Fund, W.A.C. and potential 3M TIF funds. The following is a summary of the estimated financing for the proposed project.

ESTIMATED PROJECT COST RECOVERY		
FUNDING SOURCE	TOTAL AMOUNT	% OF TOTAL PROJECT
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3M TAX INCREMENT FINANCING	\$650,000	20%
TOTAL FUNDING	\$3,194,800	100%

Schedule

The following schedule may be implemented, should it be determined to proceed with the project:

Receive feasibility study	10/24/2011
Order public hearing	10/24/2011
Public hearing	11/14/2011
Authorize preparation of plans and specifications	11/14/2011
Approve plans and specifications/Authorize advertisement for bids	2/13/2012
Bid date	3/30/2012
Assessment hearing	4/9/2012
Accept bids/award contract	4/9/2012
Begin construction	May 2012
Complete construction	September 2012
Assessments certified to Ramsey County	November 2012



Photo of distresses on Linwood Avenue

2012 Mill and Overlays, Project 11-15
Questionnaire Results

Proj. Street	Street	Private Utilities	Type	Access Needs	Type	Drainage Issue	General Comments
Conway	Conway Avenue	none		none			Are they going to have turn off our utilities on the frontage road.
Conway	Conway Avenue	none		none		none	
Conway	Conway Avenue	None		None		On street ponding at end of driveway and in front of mailbox	
Conway	Conway Avenue	none		none		none	
Conway	Conway Avenue	Other	Utilities should be below grade far enough as not to interfere with Road Work. Contact S. Maleitzke with questions.				
Highwood	Beth Court						Why? The road surface west of Dahl is in good condition and has a low traffic count.
Highwood	Crestview Dr.	none		medical	Chemo Treatments		
Highwood	Farrell St.			Other	Have new development at Farrell St. S. And have to make sure we have access for our model home.		Just as noted above that the entrance to Farrell is not blocked by trucks and that Highwood is open to Century.
Highwood	Ferndale St.	Sprinkler System, Invisible Fence					
Highwood	Ferndale St.	none		none		no	
Highwood	Highwood Ave.			other	school transportation		Please work closely with us to determine if we need to move student bus stops.
Highwood	Highwood Ave.	none		none		no drainage issues	
Highwood	Highwood Ave.	sprinkler system					Are you also putting curbs in?
Highwood	Highwood Ave.						This should be taken out of the State and City taxes which we already paid for street repair.
Highwood	Highwood Ave.						I am not in favor of this project. It is unnecessary, and I cannot afford the assessment. I am unemployed and have no money in which to pay it.
Highwood	Highwood Ave.	none		none			The way the economy is today it's really unreasonable to expect people to pay \$2500 for a road that was improved not that long ago.

2012 Mill and Overlays, Project 11-15
Questionnaire Results

Proj. Street	Street	Private Utilities	Type	Access Needs	Type	Drainage Issue	General Comments
Highwood	Highwood Ave.			Medical, handicapped	wife has handicap, stroke		How dare you since the worst economic times since the great depression you charge \$2500 for a street that is very serviceable. What about the people that are in the culdesacs that use the street as their main outlet. You are leaving this cost to a few residents to pay for (not charging homeowners that do not have a driveway but have property on it) an unnecessary improvement with main outlet. This was NOT thought out at all!! The curbs on this street are fine. There is no reason for you to spend the few homeowners money for the cost of something that is not necessary! Why are you not charging by the foot? Homeowners are barely hanging on to their homes and you want to add extra that they cannot afford. Charge everyone not just a few if this is necessary, which it is not! The new developments made this worse. Why are they not paying?!?
Highwood	Highwood Ave.	none		no			
Highwood	Highwood Ave.	I believe only utilities, gas, electric, cable tv, for public use in street. I have gas an water to my house/cable tv overhead.		none		none	Very expensive! I can't afford it!
Highwood	Highwood Ave.	none			just be able to get one of us out for work each day.	There is a ridge in front of our driveway to keep rain water from running into our driveway and creating wash outs on the side of our house. During the last full road construction project (1998) we were having house remodeling done and the city said they would be back to finish but they never showed up. I finally had to call to get someone out to look at how badly our side yard was being damaged by the street runoff which is when the ridge was placed. Please be aware of that.	Please have an assessment hearing in the south end of Maplewood as there are many of us that live south of I-94.
Highwood	Highwood Ave.	NA		NA		We currently have a small curb lip on the front of the driveway as w/o it all the street run off drains down driveway. Please replace.	The speed on Highwood is currently 30 mph. However, during peak times (early morning/evening) they increase dramatically. Could we get a stop sign somewhere to slow vehicles as with new pavement they will only increase? Or could we receive additional patrols after work completed.
Highwood	Highwood Ave.						Please consider widening the street or adding sidewalk. There is a substantial pedestrian and bike use. Speed bumps needed. The road is very straight and only the current rough condition slows the traffic to a safe level.
Highwood	Highwood Ave.	none		none			I was wondering if power lines will be buried with this project?
Highwood	Highwood Ave.			home business			
Highwood	Highwood Ave.	none		none		none	
Highwood	Highwood Ave.	irrigation system					

2012 Mill and Overlays, Project 11-15
Questionnaire Results

Proj. Street	Street	Private Utilities	Type	Access Needs	Type	Drainage Issue	General Comments
Highwood	Highwood Ave.	Sprinkler system					I see someone was smart enough to put a return name and address on the info letter. Duh!
Highwood	Highwood Ave.	invisible fence		graduation party			
Highwood	Highwood Ave.	Other	Lamp post wiring from lamp post to driveway for future light project				I was under the impression that Highwood Ave. was a county road and wouldn't be charged for improvements when I bought my home - 1971 or so.
Highwood	Highwood Ave.	Other					Are sidewalks or walkways in the plan for Highwood?
Highwood	Marnie St.	none		none		None	
Highwood	McClelland St.			handicapped	handicapped child		
Highwood	McClelland St.	none		N/A			
Highwood	Red Pine Circle	none		none		none	
Highwood	Schaller Dr.			medical, handicapped			I am very much opposed to the project as I stated in my previous correspondence.
Linwood	Beth Court						The need is not apparent.
Linwood	Dahl Ave.	N/A		Home business	We just need to get to our house.	No.	It really needs this work. Thank you!
Linwood	Dahl Ave.			graduation party			
Linwood	Farrell St.			Other	My new development has a model home that is open Thurs. - Sun.		I would like to discuss access to my development, Cardinal Cottagewood.
Linwood	Linwood Ave.			not at this time		Storm sewer located at corner of McKnight and Linwood, overflow runs into yard and boulevard.	
Linwood	Linwood Ave.						Not convinced we need concrete curbs, etc. Will encourage traffic. Do not want to pay extra so others in neighborhood or outside of neighborhood would benefit. Linwood already is a route for Woodbury people - do not want to foster this.
Linwood	Linwood Ave.						Linwood has become a main thoroughfare for Woodbury residents and others to get to McKnight. Heavy traffic of cars and trucks with nobody enforcing the speed limit and axle weights. With the land development in the area, has increased the traffic. Why should the people who live on Linwood have to pay for others that tear up the street. Linwood was resurfaced less than 8 years ago, why does it need to be done again? Probably because of such high flow of traffic. Again, this should not be the responsibility of the Linwood residents to pay. Our property taxes have increased substantially, the city needs to figure out how to allocate monies so that we don't have to pay extra to fix Linwood Avenue.
Linwood	Linwood Ave.						
Linwood	Linwood Ave.	none		none		none	Not good timing with the current economy. Street was very poor when we moved here in 1986. No gutters & broken blacktop. Actually conditions now are a big improvement. Family up the street washes garden produce for sale which is eroding the gutters on our hill to the street drain. Otherwise no problems. Really thinking this project is not critical at this time. Possibly in 4 to 5 years.
Linwood	Linwood Ave.	none		none		none	

2012 Mill and Overlays, Project 11-15
Questionnaire Results

Proj. Street	Street	Private Utilities	Type	Access Needs	Type	Drainage Issue	General Comments
Linwood	Linwood Ave.	none		none		none	Concerns with our responsibility to pay for it and how our family will be able to afford it.
Linwood	Linwood Ave.	none		no			City and/or contractor employees have permission to access 2425 Linwood Ave. E property as necessary to accomplish their jobs.
Linwood	Linwood Ave.	none		none		none	I believe the costs should be assessed on a "per frontage foot" basis instead of a "by the lot" basis.
Linwood	Linwood Ave.	none		none			This is the 4th time in 25 years I've been assessed. The burden on budget is extreme.
Linwood	Linwood Ave.	drain tile system	follows east side of driveway almost to curb	home business	piano students during afternoon/evening hours MTWT		
Linwood	Linwood Ave.	irrigation system		Handicapped	Jeffrey Battey is in a wheelchair, picked up M-F by large bus going to training center in St. Paul (8:45 - 3:45)		For retired people this is a big extra burden. Property taxes are 9% over last year, \$2660 on my 1300 sq foot house making a total of \$5000+ for the year. At my age (83) deferred payment doesn't make sense. I think the pain should be spread. People living on Linwood Ct., Dahl, Plano, police firing range, golf course, etc. use Linwood more than I do. The cul de sacs all use Linwood as their access. Many cars use our street as an entrance to the freeway.
Linwood	Linwood Ave.	none		none		none	Nothing says "Welcome to Maplewood" to a brand new homeowner like an assessment! It is NOT needed, Linwood is perfectly serviceable. All making that road smooth as glass will do is encourage more people to blow the stop sign at Linwood & Sterling. When someone gets hurt or injured at that intersection I will be at the council meeting to make this point again. There are plenty of crappy streets in Maplewood. Why re-do this one that doesn't need it? I work from home, I don't want the hassle, cost or increased traffic this proposal will bring. Find a better spot that needs this to spend mine and city funds. Please reconsider this unnecessary project and don't make us sorry we chose Maplewood to live.
Linwood	Linwood Ave.						2578-2588-2596 Linwood was completely redone for new Sanitary Sewer and Water 2008
Linwood	Linwood Ave.		I choose not to respond or cooperate. What is being proposed is grossly unfair to Linwood property owners.		I choose not to respond or cooperate. What is being proposed is grossly unfair to Linwood property owners.		Linwood is no longer a residential street or even a neighborhood feeder street. With the completion of the Lake Road Access from Woodbury and the variance granted New Century to vacate an East-West feeder, Linwood has become a major thoroughfare. It would be criminal to assess Linwood residents for an improvement to assess Linwood residents for an improvement that increases the traffic on Linwood by non-Linwood residents.
Linwood	Linwood Ave.		If the plan is to assess only the residents with properties abutting Linwood, I chose not to respond or cooperate. The city is responsible for making Linwood a thoroughfare. It is not a residential street.		If the plan is to assess only the residents with properties abutting Linwood, I chose not to respond or cooperate. The city is responsible for making Linwood a thoroughfare. It is not a residential street.		
Linwood	Linwood Ave.			home business			

2012 Mill and Overlays, Project 11-15
Questionnaire Results

Proj. Street	Street	Private Utilities	Type	Access Needs	Type	Drainage Issue	General Comments
Linwood	Linwood Ave.	Other	comcast cable	none		none	It would be really nice to know what you are proposing to do on Linwood and know why we are being assessed for it when we haven't been in over 21 + years we have lived here.
Linwood	Linwood Ave.	drain tile system	under driveway to drain the ditch near the street				I do not want the end of my cement driveway disturbed during this project. Last time the street was resurfaced part of the cement driveway was removed which was completely unnecessary and it was not replaced with cement I do not want that to happen this time.
Linwood	Linwood Ave.			medical, handicapped			Keep 24 hour access to residence during construction.
Linwood	Linwood Ave.						In 2009 sewer and water were installed on our property. As part of this project, the street in front of our house (and 2 adjoining properties) was taken down to the road bed and rebuilt. All properties were assessed and 12 years remain on this assessment. We feel that, according to your paper work properties that have previously been assessed for major street reconstruction will not be assessed for 35 years. Our property definitely falls into this category.
Linwood	Linwood Ave. E.	sprinkler system					The area immediately in front of our property was redone within the last 5 years. Will this be included in the project. If not, can we avoid the assessment on our property?
Linwood	Linwood Avenue	none				If you could lower the catch basin in front of our house the birdbath in my driveway would be eliminated.	I support the project - especially if you could lower our catch basin a ring or two. Thanks.
Linwood	Linwood Ct.						Concerned if school bus will have access to Linwood Ct. during construction.
Linwood	Linwood Ct.	NA		NA		don't know	
Linwood	Linwood Ct.	none		none			
Linwood	Linwood Ct.	none		none			Long overdue.
Linwood	Linwood Ct.	none		none		none	Great idea, long overdue.
Linwood	Sterling St.	drain tile system	underground drain tile to 10' from street	none		none	
Maryland	Maryland Ave.	none		none		none	
Maryland	Maryland Ave.	none		none		no	
Maryland	Maryland Ave.			Medical, handicapped	We are handicapped.		
Maryland	Maryland Ave.					All the rain water from 150' runs into our driveway. Fill it with water.	
Maryland	Maryland Ave.	none		Graduation Party, Home business			
Maryland	Maryland Ave.	none		none			
Maryland	Maryland Ave.	none		none		Water ponds on the foot of my driveway.	
Maryland	Maryland Ave.			home business	I have 2 driveways, I need access to home & garage.		The neighborhood people are all low income.

2012 Mill and Overlays, Project 11-15
Questionnaire Results

Proj. Street	Street	Private Utilities	Type	Access Needs	Type	Drainage Issue	General Comments
Maryland	Maryland Ave.	Other	Driveway has heated coils that run to the street.	Handicapped	Group home with individuals with wheelchairs.		Group home. Need safe place to transfer people in wheelchairs from bus to house.
Maryland	Maryland Ave.	other	driveway heated, (coils to end of driveway)	Handicapped	group home with people in wheelchairs - need safe place to transfer people from bus to		
Maryland	Maryland Ave.	sprinkler system	on my side of the curb			The house at 2355 Maryland has a heated driveway - when it snows the water flows down the driveway into the street and down the hill (east toward my house) makes it down just far enough for the plow to fill my driveway with slush. A drain at 2355 Maryland I think is in order.	Would like to see the "pork chop" removed at the corner of Lake wood & Maryland - it would help to slow traffic down going west on Maryland. This property (NW corner of Lakewood and Maryland) was assessed when Maryland had curbs put in going west for approx. 250 west, at that point the curbing stops.
Roselawn	Adolphus St.			Medical and Handicapped	Thank you.		
Roselawn	Adolphus St.	NA		NA		None	I am totally confused. We've already been assessed for the Western Hills Project. Is this a separate project?
Roselawn	Adolphus St.				We have a chain link fence around our yard. Our only exit & access is roselawn Ave. We have not other way to get out of our property. Corner Lot.		
Roselawn	Arcade St.						
Roselawn	Arcade St.	none		none		Bad storm drain pipe that crosses from Roselawn to Arcade St.	
Roselawn	Arcade St.						Roselawn is a major artery between 61 and 35E, it is not a private residential street. I do not believe those of us w/houses on Roselawn should pay an additional assessment to subsidize what should be a project completely funded by the City of Maplewood.
Roselawn	Edgerton St.			other	driveway should be useable during memorial day weekend		
Roselawn	Edgerton St.	none		Home Business	Work at home office that needs phone/internet and cable/internet access uninterrupted.	Our corner. SW corner of Edgerton & Roselawn is a "gathering" place for sewer/waste water from nursing home, school, etc.	Having electrical power, cable/internet and phone/landline are of utmost importance for home business. More so than coming and going from driveway even. Thank you!
Roselawn	Edgerton St.			Other	School is out on June 8, 2012. Summer school likely starts June 26th. It would be good if the Roselawn major work could be done in this window of time.		
Roselawn	Jackson St.	none		none		none	
Roselawn	Rice			business	business access		David Parupsky is property owner. Carhop leases the business.

2012 Mill and Overlays, Project 11-15
Questionnaire Results

Proj. Street	Street	Private Utilities	Type	Access Needs	Type	Drainage Issue	General Comments
Roselawn	Rice			business			I do not believe that the project needs to be done on Roselawn ave. Roselawn is in good shape and does not need to be repaved. The project would be an unnecessary expense to the landowners on Roselawn. Please send me the list of other homeowners on Roselawn Ave. who received this notice.
Roselawn	Roselawn Ave.	none		medical	Boyfriend is 90% disabled veteran.		Can we make the road a non-trucking route? They are ruining the road I am going to have to pay for. They should have to take Hwy. 36. These roads are not meant for the heavy semi tankers.
Roselawn	Roselawn Ave.	none		medical, handicapped	Boyfriend is 90 % disabled and lives there too.		We are concerned about semi trucks and other large trucks. They have ruined the road already. Can we make it a non-truck route? And are the businesses these trucks are from going to help pay to fix the damage they have caused.
Roselawn	Roselawn Ave.	none		none		none	
Roselawn	Roselawn Ave.	none		none		none	
Roselawn	Roselawn Ave.	none		none		None	
Roselawn	Roselawn Ave.	none		none			Seems expensive for just a recover job. Seal coating is a good alternative.
Roselawn	Roselawn Ave.	none		none			Is questioning the competency of staff because of sending out 2 questionnaires.
Roselawn	Roselawn Ave.						
Roselawn	Roselawn Ave.						Our driveway is on Jackson St. We have already paid for the road on Roselawn approx. 22 years ago. Are you going to charge Centerline Bus or Schroeder Milk or the St. Paul Water Utilities? Milk Co. uses Roselawn 24/7 365 days per yr. We were told when there was a traffic study going on that large trucks could not be run near schools and daycares where children are present. Is it true?
Roselawn	Roselawn Ave.			handicapped	Elderly person at home		See Attached.
Roselawn	Roselawn Ave.						
Roselawn	Roselawn Ave.						I am concerned that the truck traffic will again damage the road prematurely. I detest being assessed for the work that is necessary due to the great number of heavy trucks using this road.
Roselawn	Roselawn Ave.	home daycare		none			
Roselawn	Roselawn Ave.	none		none		none	
Roselawn	Roselawn Ave.	none			I'm 93 years old. Who knows?		Unless this street is declared residential I see no need for this project as the trucks will have it wrecked in a year. Why should we improve the road for the trucking end. Also if this project does not install curbing forget it. Right now I have no curbing.
Roselawn	Roselawn Ave.	none	mailbox	Medical	?	Poor drainage. Everything ends up at the end of driveway.	If this is a county road then the county should be responsible for it. If it is a city street then all semi trucks and busses should be banned from it.
Roselawn	Roselawn Ave.	none		none			I think this is a good idea. It should help reduce street noise due to trucks and busses going over cracks and bumps. Roselawn is heavily used by bicyclists and pedestrians. The project will improve the road for them and increase the aesthetics of the street.
Roselawn	Roselawn Ave.	none		none		none	

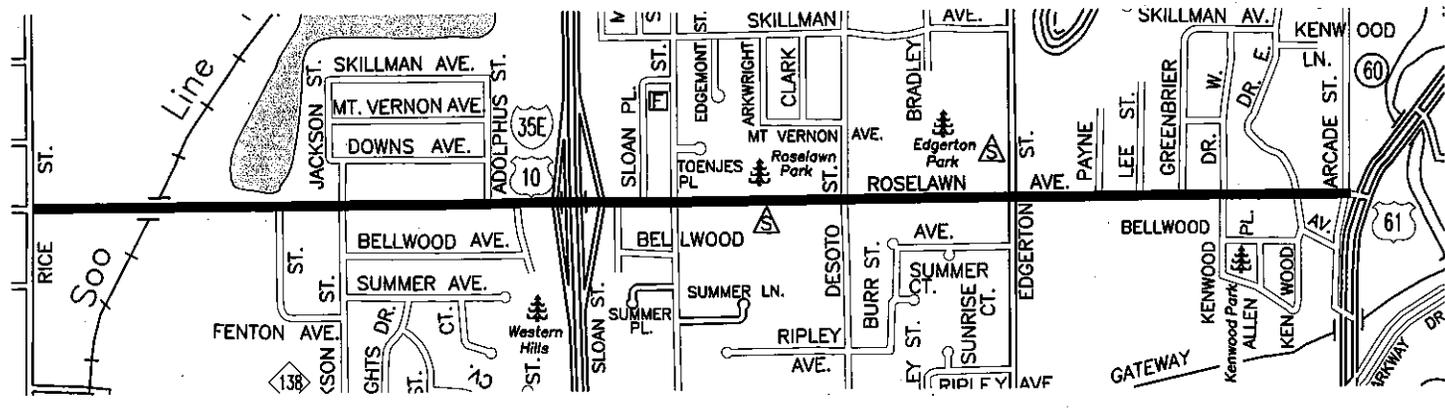
2012 Mill and Overlays, Project 11-15
Questionnaire Results

Proj. Street	Street	Private Utilities	Type	Access Needs	Type	Drainage Issue	General Comments
Roselawn	Roselawn Ave.	none		none		Ever since the street was repaved last time - we always have a large puddle at the bottom of the driveway 8 - 10' long. The front yard slopes after the re-paving also - collecting rain water across the bottom of the front yard by the street.	Hopefully we will be able to be notified when we cannot get into our driveway? We live in the middle of the block and would be a long walk w/groceries.
Roselawn	Roselawn Ave.					There is severe puddling/pooling at the end of our driveway.	We have major water pressure issues. So if there will be access to the water pipe, our pressure could us to be turned up.
Roselawn	Roselawn Ave.					Last project was over 2 inches too high. Resulting in water collecting at bottom of his and neighbor's driveways.	
Roselawn	Roselawn Ave.	sprinkler system		none		none	
Roselawn	Roselawn Ave.	none		none		We have a drainage problem in the spring in our back driveway, not Roselawn.	
Roselawn	Roselawn Ave.	Sprinkler system, other	4 signs and sprinkler system	none		none	
Roselawn	Roselawn Ave.			medical	We are expecting a baby at the end of the March.		I am going to be on maternity leave next spring/summer. With a new baby, we are going to need unrestricted access to our driveway. I am also going to need quiet and peace for recovery/maternity leave. Construction such as this tends to be extremely smelly and loud. I am particularly sensitive to such smells and would prefer to not have them during the time that I am home full-time with the baby.
Roselawn	Roselawn Ave.			medical	Need access to Roselawn due to bad legs. Need use of driveway.		
Roselawn	Roselawn Ave.	none		none	Metro Mobility services 4 days a week - don't want any road improvements to interfere with their ability to pick up disabled son	none	
Roselawn	Roselawn Ave.			handicapped	Health care facility - staff and guests come and go most of the day as well as emergency vehicles and	Curb at top of driveway to keep water from running down and into garage.	Why are we being assessed? Roselawn is a county road and building/improvement projects for the past 25 years have been paid for by the county.
Roselawn	Roselawn Ave.	sprinkler system		Medical, handicapped		Not aware of any.	
Roselawn	Roselawn Ave.						would like to know when this starts.
Roselawn	Roselawn Ave.	Other	Not near Roselawn Ave. but we have an antenna wire buried between satellite dish and house.		We do not have a driveway on Roselawn. Our driveway is on Lee St.		Roselawn is in bad shape in many areas and does not yet have curbs in our area.
Roselawn	Roselawn Ave.	NA		NA		NA	Please continue to mail correspondence to 2074 Edgerton.

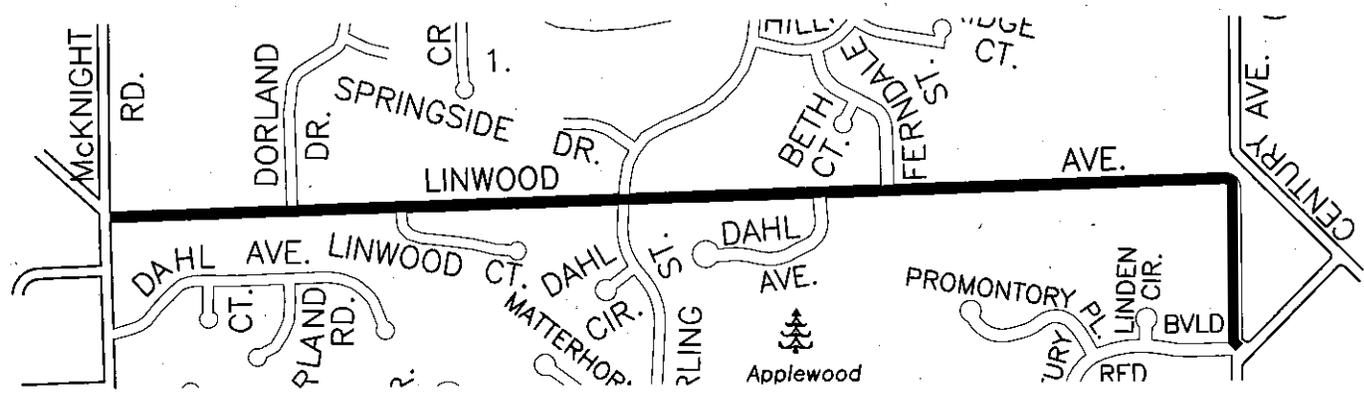
2012 Mill and Overlays, Project 11-15
Questionnaire Results

Proj. Street	Street	Private Utilities	Type	Access Needs	Type	Drainage Issue	General Comments
Roselawn	Roselawn Ave.	none		none		none	
Roselawn	Roselawn Ave.	none		none		none	We are concerned at having to pay the assessment fee given we may move in summer 2012 and not even enjoy the road we've paid for.
Roselawn	Roselawn Ave.	none				none	Fearful it will increase traffic on Roselawn- worse than it already is.
Roselawn	Roselawn Ave.	none		none			Would it be possible to fill in the ditch on N side of Roselawn between E and W Kenwood Drives. Would like slope to be 1/2 or less than it is now.
Roselawn	Roselawn Ave.	none		none		none	
Roselawn	Roselawn Ave.					Drainage ditch - can this be changed, partially or completely filled	
Roselawn	Roselawn Ave.						Keep busses off of Roselawn!
Roselawn	Roselawn Ave.			Other	Camper in driveway. Need access most weekends May - Oct.		
Roselawn	Roselawn Ave.			no		none	
Roselawn	Roselawn Ave.						
Roselawn	Roselawn Ave.	sprinkler system, private wiring	we have building signage that could be damaged during road work, please use care.				
Stillwater	Lakewood Dr.	none		graduation party			
Stillwater	Stillwater Ave.			Other	Service on Sundays, Preschool Sept - May no busses	We have concerns regarding drainage issues that will need to be addressed.	
Stillwater	Stillwater Ave.	none		Other	Sunday Services & Preschool access m-f no busses	Run off from Stillwater Rd. into our parking lot must be corrected. Access from Stillwater Rd. into our parking lot.	
Stillwater	Stillwater Ave.	none		no		included a diagram and pictures	
Stillwater	Stillwater Ave.						Street really needs the repair!
Stillwater	Stillwater Ave.	none		none		none	I'm wondering why residents are paying for this when a majority of the wear and tear on the street is due to transit busses, semi's, and other vehicles just passing through.

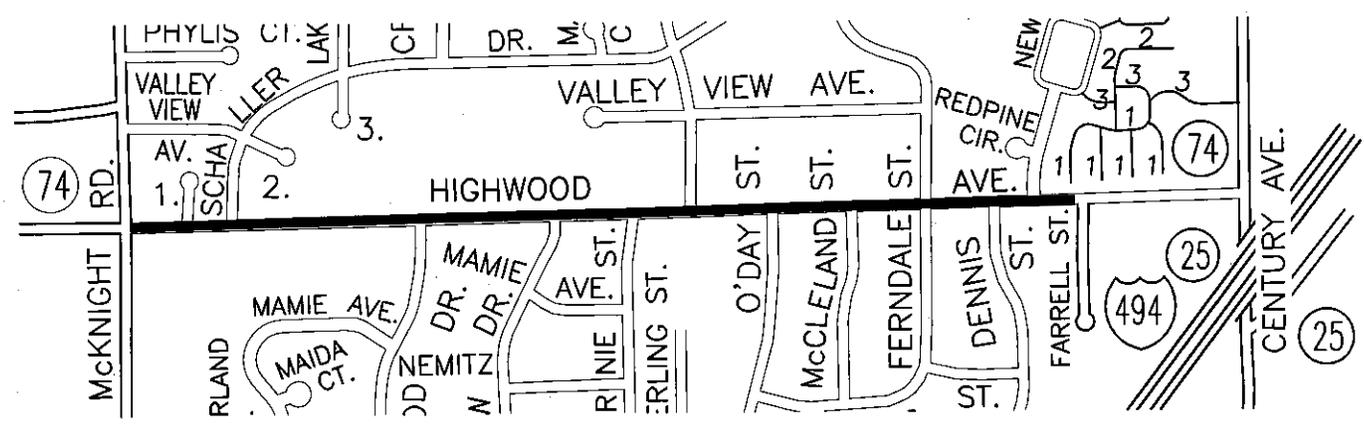
ROSELAWN AVENUE



LINWOOD AVENUE



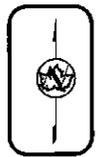
HIGHWOOD AVENUE

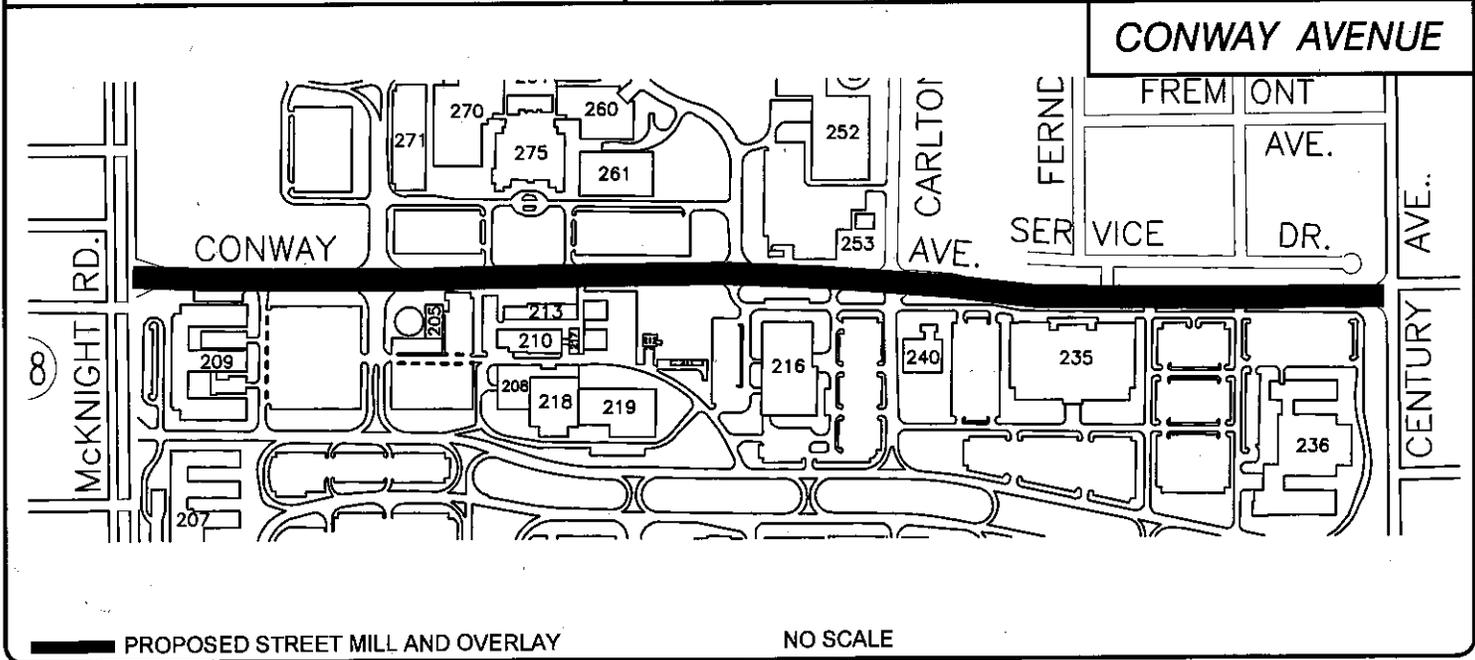
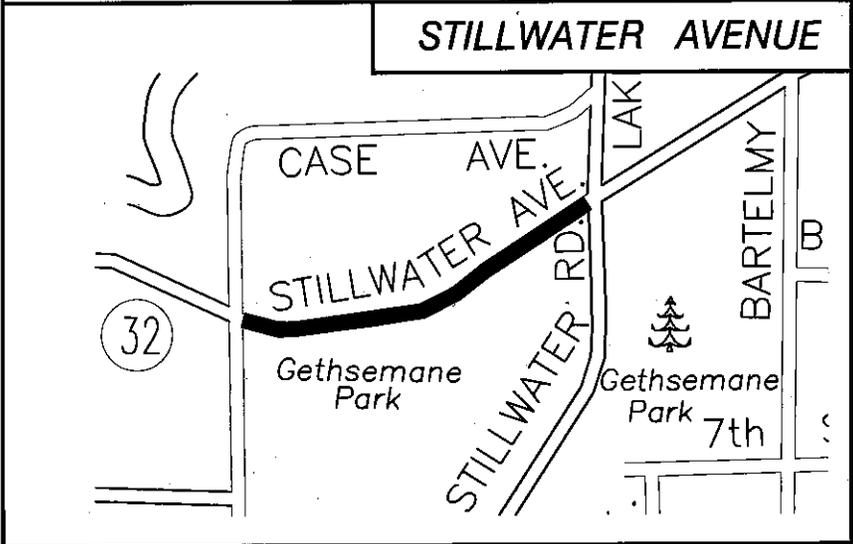
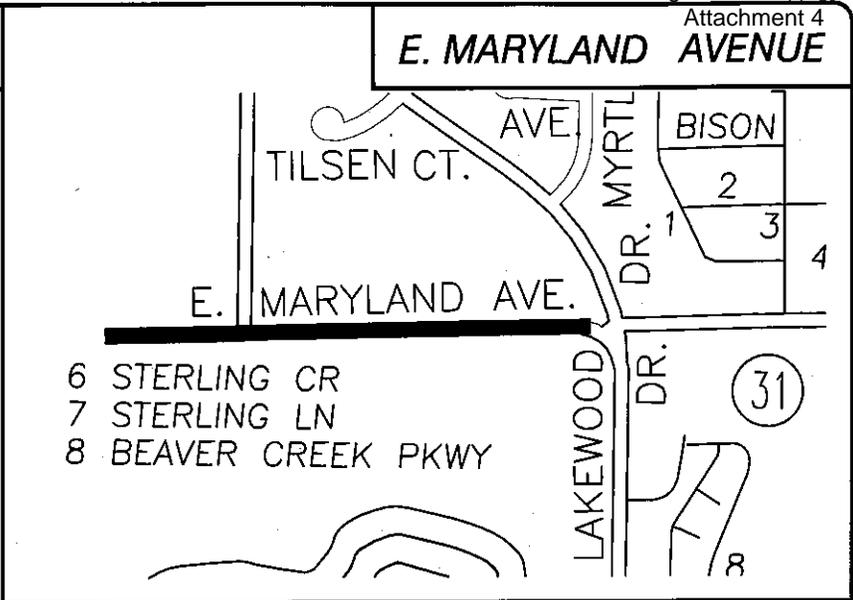
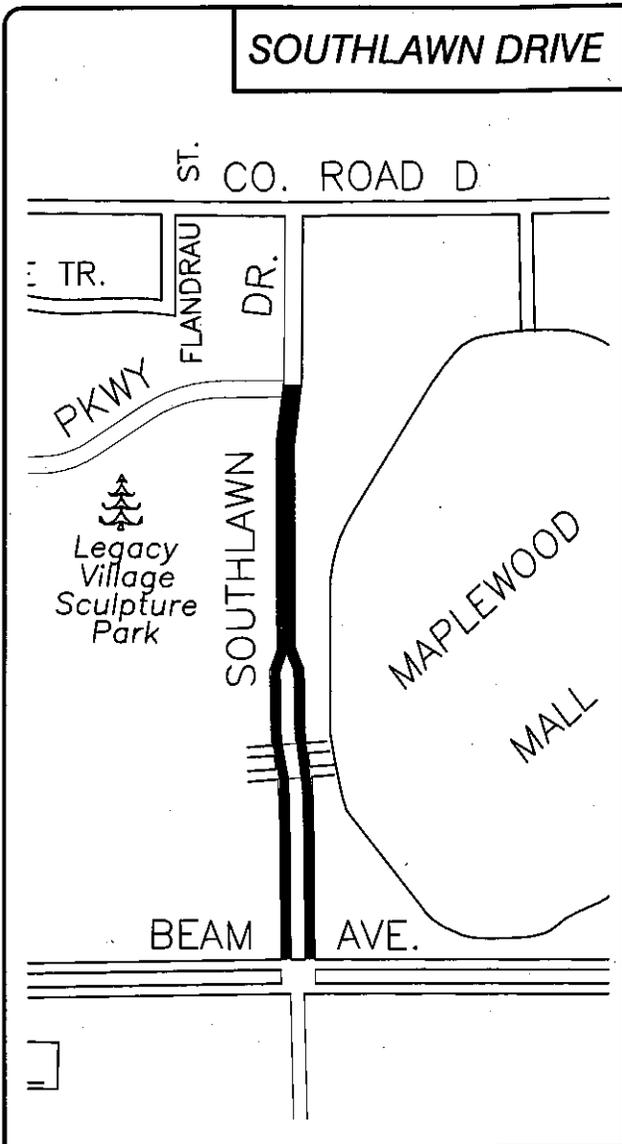


PROPOSED STREET MILL AND OVERLAY

NO SCALE

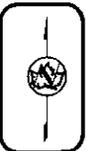
Capital Improvement Project for 2012
 2012 Mill and Overlays
 City Project 11-15





Capital Improvement Project for 2012

2012 Mill and Overlays
City Project 11-15



AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/Dep. Public Works Director
Alan Kantrud, City Attorney
SUBJECT: **Holloway and Stanich Highlands Area Improvements, Project 09-13**
a. Reassessment Hearing
b. Resolution Adopting Assessment Roll
DATE: November 8, 2011

INTRODUCTION

All three property owners have been mailed a notice of the exact amount of their reassessment, as well as notice that they must submit a written objection either at or prior to the hearing if they disagree with the reassessment amount.

The city council should conduct the assessment hearing, receive any objections, and refer those objections to the staff for action at the November 28, 2011 council meeting. The council will consider approving the attached resolution adopting the assessment roll except for those property owners who have submitted objections.

BACKGROUND

This project involved the full street reconstruction (sub grade corrections, new aggregate base, new concrete curb and gutter where none existed before, and new bituminous pavement) of Holloway Avenue and streets in the Stanich Highlands Area (location map attached). The work also included the installation of new storm sewer and replacement of water main. Sanitary sewer main repairs and storm water treatment in the neighborhood are also included in the scope of the project.

The Maplewood City Council ordered the preparation of the feasibility study at the June 1, 2009 meeting. On June 22, 2009, the city council accepted the feasibility report, ordered the public hearing, ordered the project, and authorized preparation of plans and specifications. The public hearing notice was published twice and notice was sent to the property owners. The public hearing was conducted at the July 13, 2009 council meeting. On July 27, 2009, the city council approved the plans, authorized to advertise for bids, and ordered the preparation of the assessment roll. Bids were opened on Wednesday, August 19, 2009 with Assessment Hearing and Adoption of the Assessment Roll on September 28, 2009. Construction started in summer of 2009 with construction finalized in 2010.

During the assessment hearing process back in 2009, three property owners objected (1929 Kingston Ave E, 1930 Kingston Ave E, and 1935 Kingston Ave E) and appealed to Ramsey County District Court. The order for judgment was the reassessment as provided in Minn. Stat. 429.071. Accordingly the City is reassessing subject parcels and the City Council adopted a resolution on October 10, 2011 that accepted the assessment roll and called for an assessment hearing to be held on November 14, 2011 for purposes of reassessment.

ASSESSMENT DISCUSSION

As mentioned above the City is reassessing as a result of the order for judgment which called for the reassessment as provided in Minn. Stat. 429.071. The following is the specific language from that Statute:

429.071 SUPPLEMENTAL ASSESSMENTS; REASSESSMENT.

Subd. 2.Reassessment.

When an assessment is, for any reason whatever, set aside by a court of competent jurisdiction as to any parcel or parcels of land, or in event the council finds that the assessment or any part thereof is excessive or determines on advice of the municipal attorney that the assessment or proposed assessment or any part thereof is or may be invalid for any reason, the council may, upon notice and hearing as provided for the original assessment, make a reassessment or a new assessment as to such parcel or parcels.

Accordingly, the City is conducting this reassessment hearing on November 14, 2011 to make reassessment against the three subject parcels. In advance of this process an independent appraiser was hired to conduct a Special Benefits Appraisal for each of the three residential properties. The City received the appraisal documents on August 31, 2011.

It should be noted that the proposed assessment against each parcel is \$6,990 which is lower than the finding of special benefit for each parcel; which was found to be \$7,900. By keeping the proposed reassessment amount at \$6,990 it maintains consistency with similar assessments in this neighborhood for single family residential properties receiving a full street reconstruction with new storm sewer infrastructure. The proposed assessment of \$6,990 also conforms to the City's assessment policy, which states that the lower amount of the set rate or the special benefit shall be used. This ensures that the proposed assessment does not exceed the special benefit.

RECOMMENDATION

It is recommended that the city council approve the attached Resolution for the Adoption of the Assessment Roll for 1929 Kingston Ave E, 1930 Kingston Ave E, and 1935 Kingston Ave E, for the Holloway Avenue and Stanich Highlands Area Improvements, City Project 09-13.

Attachments:

1. Resolution: Adopting Assessment Roll
2. Assessment Roll
3. Location Map

RESOLUTION ADOPTING ASSESSMENT ROLL

WHEREAS, pursuant to a resolution adopted by the City Council on October 10, 2011, calling for a Public Hearing for purposes of Reassessment, the assessment roll for the Holloway Avenue and Stanich Highlands Area Improvements, City Project 09-13, was presented in a Public Hearing format, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the following property owners have filed objections to their assessments according to the requirements of Minnesota Statutes, Chapter 429, summarized as follows:

- a) None to date.

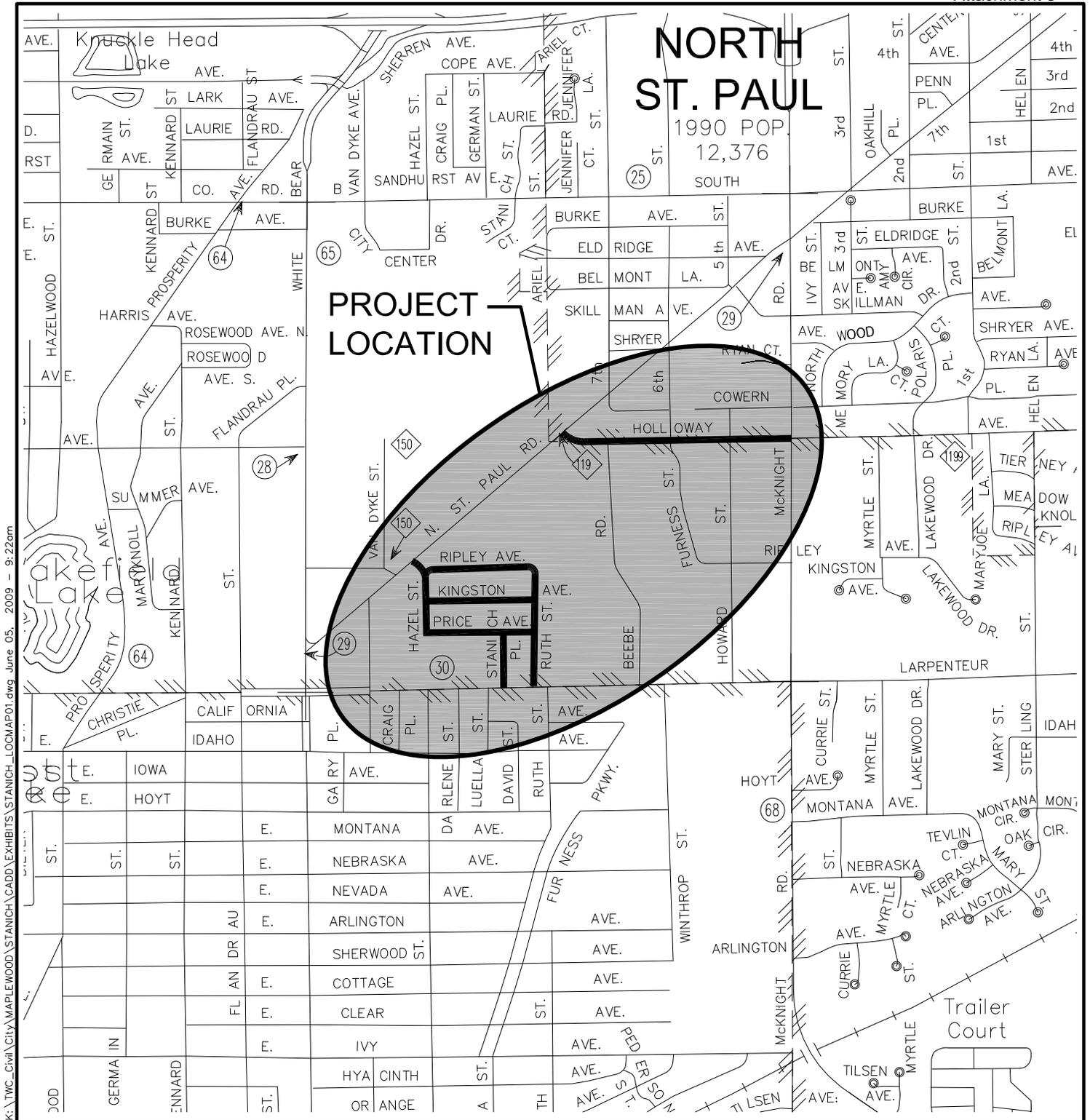
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA:

1. That the City Engineer and City Clerk are hereby instructed to review the objections received and report to the City Council at the regular meeting on November 28, 2011 as to their recommendations for adjustments.
2. The assessment roll for the Holloway Avenue and Stanich Highlands Area Improvements as amended, without those property owners' assessments that have filed objections, a copy of which is attached hereto and made a part hereof, is hereby adopted. Said assessment roll shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
3. Such assessments shall be payable in equal annual installments extending over a period of 15 years, the first installments to be payable on or before the first Monday in January 2012 and shall bear interest at the rate of 5.4 percent per annum. To the first installment shall be added interest on the entire assessment from November 14, 2011 until December 31, 2011. To each subsequent installment when due, shall be added interest for one year on all unpaid installments.
4. The owner of any property so assessed may, at any time prior to certification of the reassessment to the county auditor, pay the whole of the reassessment on such property, with interest accrued to the date of payment, to the City of Maplewood, except that no interest shall be charged if the entire reassessment is paid within 30 days from the adoption of the reassessment. Owner may at any time thereafter, pay to the City of Maplewood the entire amount of the reassessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 15 or interest will be charged through December 31 of the succeeding year.
5. The city engineer and city clerk shall forthwith after December 14, 2011 but no later than December 15, 2011 transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the council on this 14th day of November 2011.

Holloway Avenue and Stanich Highlands Area Improvements
City Project 09-13
Re-assessment

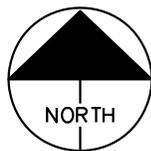
PARCEL ID	OWNER	STREET NUMBER	STREET	STORM ASSESSMENT	STREET ASSESSMENT	TOTAL ASSESSMENT
142922340034	PAUL W BERGLUND	1929	KINGSTON AVE E	\$990.00	\$6,000.00	\$6,990.00
142922340041	KATHLEEN SUSAN HALEY	1930	KINGSTON AVE E	\$990.00	\$6,000.00	\$6,990.00
142922340033	MARGARET ELLEN HAGGERTY	1935	KINGSTON AVE E	\$990.00	\$6,000.00	\$6,990.00
				STORM ASSESSMENT	STREET ASSESSMENT	TOTAL ASSESSMENT
			TOTALS =	\$2,970.00	\$18,000.00	\$20,970.00



K:\TWC_Civil\City\Maplewood\STANICH\CADD\EXHIBITS\STANICH_LOCMAPO1.dwg June 05, 2009 - 9:22am



City of Maplewood, Minnesota
Department of Public Works
Engineering Division



PROJECT LOCATION MAP

STREET IMPROVEMENTS

**CITY OF MAPLEWOOD
CITY OF NORTH ST. PAUL**



**Kimley-Horn
and Associates, Inc.**

EXHIBIT 1

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Ordinance Amendment of Section 2-41 which gives the City Council Authority to Consider Variances from the Zoning Code (first reading)**
VOTE: Simple Majority Vote Required to Approve
DATE: November 7, 2011

INTRODUCTION

On May 6, 2011, the revised variance legislation took effect, which gives municipalities the authority and guidelines for granting variances from the provisions of the city ordinance.

Staff will be presenting various ordinance amendments to the planning commission and city council where the existing ordinance language no longer addresses the revised variance legislation as established by the State Legislature.

BACKGROUND

Reason for the Statutory Change

In 2008, the City of Minnetonka issued a variance to a residential property owner permitting the expansion of a legal, non-conforming garage. The city, relying on a 1989 Court of Appeals decision, concluded that the grant of a variance was reasonable. The city's decision was challenged by an adjacent property owner. Both the District Court and the Minnesota Court of Appeals agreed that the city's decision was appropriate. On June 24, 2010, the Minnesota Supreme Court reversed the Court of Appeals and found the city's decision impermissible.

The Supreme Court examined the statutory definition of "undue hardship" in Minnesota Statutes, Section 462.357, and concluded that a city's authority to issue a variance is limited to those very rare cases where the property cannot be put to "a reasonable use" without the variance. This establishes a high threshold for both the city and the property owner when considering variance requests.

The Supreme Court reviewed the parallel county variance authority language that allows for variances in situations of "practical difficulties" or "hardship." The Supreme Court found that the city authority was more limited because it did not contain the "practical difficulties" provision. The court explicitly recognized that it was changing a longstanding standard that cities have relied on in considering variance requests. In particular, the court specifically rejected a 1989 Court of Appeals interpretation of the phrase "undue hardship," which allowed for the grant of a variance in circumstances where the "property owner would like to use the property in a reasonable manner that is prohibited by the ordinance."

The Supreme Court stated that “unless and until the Legislature takes action to provide a more flexible variance standard for municipalities, we are constrained by the language of the statute to hold that a municipality does not have the authority to grant a variance unless the applicant can show that his or her property cannot be put to reasonable use without a variance.”

On May 6, 2011, the State of Minnesota enacted the revised variance provisions.

Previous Variance Criteria from State Statute

The City Council was required to make the following findings to approve a variance:

1. Strict enforcement would cause undue hardship because of circumstances unique to the property under consideration.
2. The variance would be in keeping with the spirit and intent of the ordinance.

“Undue hardship”, as used in granting of a variance, means the property in question cannot be put to a reasonable use if used under conditions allowed by the official controls. The plight of the landowner is due to circumstances unique to his property, not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone shall not constitute an undue hardship if reasonable use for the property exists under the terms of the ordinance.

Revised Variance Criteria from State Statute

The new provisions of state law require that variances shall only be permitted when they are found to be:

- (1) In harmony with the general purposes and intent of the official control;
- (2) Consistent with the comprehensive plan;
- (3) When there are practical difficulties in complying with the official control. “Practical difficulties” means that the property owner proposes to use the property in a reasonable manner not permitted by an official control. The plight of the landowner is due to circumstances unique to the property not created by the landowner and the variance, if granted, will not alter the essential character of the locality.

DISCUSSION

The Primary Changes

The differences between the former variance guidelines and the revised language are:

1. The new statute now states that variances must be consistent with the comprehensive plan. This was not mentioned in the previous language.

2. Cities must now determine that the property owner is encountering “practical difficulties” because of ordinance provisions that regulate the use of his or her property. Previously, the terminology was that, to grant a variance the city must determine that strict enforcement of the ordinance would cause the property owner “undue hardship” because of circumstances unique to the property. Practical difficulties exist when:
 - a. A property owner proposes to use their property in a reasonable manner not permitted by the ordinance;
 - b. The plight of the landowner is due to circumstances unique to the property and not created by the landowner, and;
 - c. The variance, if granted, would not alter the essential character of the locality.
3. The previous language stated that the city may grant a variance if the use was reasonable. The new language states that a variance may be granted if a property cannot be put to a reasonable use without a variance.

There may not seem to be a great distinction between the former and the revised variance provisions, but the city council should amend all references to variances in our ordinances to coincide with the amended wording in the state statute.

SUMMARY

Staff recommends the following changes:

- Deleting the reference to the statutory number and simply require compliance with “state statute.” This is to avoid inaccuracy in case the state changes their numbering.
- Deleting the specifics about variance findings and simply require compliance with the state law.
- Deleting the reference to appeals of the city council’s decision to district court. This ordinance should be specific to the city’s process and not to a possible district court process.
- The existing ordinance was incorrect in allowing the city council’s decision to be within 90 days after the public hearing. State law requires that the city council decide on land use matters within 60 days from the acceptance of a complete application by the planning staff.

COMMISSION ACTIONS

October 4, 2011: The planning commission recommended approval with no changes.

RECOMMENDATION

Adopt the ordinance amendment revising Section 2-41, Authority to Hear and Decide Zoning Appeals and Requests for Variances.

p:\ORD\Variance\ Variance Authority Amendment Section 2-41 CC 11 11 te
Attachments:

1. Ordinance Amendment to Section 2-41

ORDINANCE NO. ____

**AN ORDINANCE AMENDMENT CONCERNING THE CITY COUNCIL'S
AUTHORITY TO REVIEW VARIANCE REQUESTS FROM THE LITERAL
PROVISIONS OF THE ZONING CODE**

The Maplewood City Council approves the following revision to the Maplewood Code of Ordinances. (Additions are underlined and deletions are crossed out.)

Section 1. Section 2-41 of the Maplewood Code of Ordinances is hereby amended as follows:

Sec. 2-41. Authority to hear and decide zoning appeals and requests for variances.

- (a) *Appeals and variances.* The city council shall hear and decide all appeals from alleged erroneous decisions of any administrative or enforcement officer of the city in matters relating to the administration and enforcement of the zoning ordinances of the city. The council shall also hear requests for variances from the literal provisions of the zoning ordinance in chapter 44, subject to the requirements outlined in state statute. ~~when their strict enforcement would cause undue hardship because of circumstances unique to the individual property under consideration and to grant such variances only when it is demonstrated that such actions will be in keeping with the spirit and intent of chapter 44.~~ Variances ~~Such grants~~ shall not allow ~~provide~~ for a use which is not permitted under the zoning classification in which the property is located. The council may impose conditions in granting variances to ensure compliance and to protect adjacent properties. In matters relating to planning, the city council shall have the powers as set forth by state statute. ~~in Minn. Stats. ss 462.359, subd. 4.~~
- (b) *Procedures.* Appeals may be brought before the city council by any affected person. Appearance before the council may be in person or by agent or attorney. The council shall make their decision ~~schedule a hearing~~ within 60 days after receiving a complete application ~~an appeal is submitted~~ in writing, subject to the review guidelines prescribed by state statute. All notices of appeal must be filed with the director of community development within the time prescribed by applicable law, ordinance or regulation. ~~The decision of the city council shall be final, and no further action shall be required or allowed by the city, except that the council may, in accordance with the decision, rescind or otherwise alter any decision previously made which may have been the subject of the appeal. Further appeal may be taken to the district court of the county providing such appeal is made within 20 days after the date of the decision of the city council.~~

~~(c) Decision. The city council shall render its decision on any appeal within 90 days after the date of the end of the hearing.~~

Section 2. This ordinance shall take effect after the approval by the city council and publishing in the official newspaper.

The Maplewood City Council approved this ordinance revision on _____.

Mayor

Attest:

City Clerk

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Ordinance Amendment of Section 44-13 Giving the City Council Authority to Consider Variances from the Zoning Code (first reading)**
VOTE: Simple Majority Vote Required to Approve
DATE: November 7, 2011

INTRODUCTION

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- (1) In harmony with the general purposes and intent of the official control;
- (2) Consistent with the comprehensive plan;
- (3) When there are practical difficulties in complying with the official control. “Practical difficulties” means that the property owner proposes to use the property in a reasonable manner not permitted by an official control. The plight of the landowner is due to circumstances unique to the property not created by the landowner and the variance, if granted, will not alter the essential character of the locality.

DISCUSSION

The Primary Changes

The differences between the former variance guidelines and the revised language are:

1. The new statute now states that variances must be consistent with the comprehensive plan. This was not mentioned in the previous language.
2. Cities must now determine that the property owner is encountering “practical difficulties” because of ordinance provisions that regulate the use of his or her

property. Previously, the terminology was that, to grant a variance the city must determine that strict enforcement of the ordinance would cause the property owner “undue hardship” because of circumstances unique to the property. Practical difficulties exist when:

- a. A property owner proposes to use their property in a reasonable manner not permitted by the ordinance;
 - b. The plight of the landowner is due to circumstances unique to the property and not created by the landowner, and;
 - c. The variance, if granted, would not alter the essential character of the locality.
3. The previous language stated that the city may grant a variance if the use was reasonable. The new language states that a variance may be granted if a property cannot be put to a reasonable use without a variance.

There may not seem to be a great distinction between the former and the revised variance provisions, but the city council should amend all references to variances in our ordinances to coincide with the amended wording in the state statute.

SUMMARY

Staff recommends deleting the reference to the statutory number and simply require compliance with “state statute.” This is to avoid inaccuracy in case the state changes their numbering.

COMMISSION ACTIONS

October 4, 2011: The planning commission tabled action on this ordinance revision for staff to investigate whether there would be any affect on the Administrative Variance Ordinance requirements. Staff found that the Administrative Variance ordinance should be revised as well since it did not address the state law findings for approval.

October 18, 2011: The planning commission recommended approval of the proposed ordinance amendment with no revisions.

RECOMMENDATION

Adopt the resolution for the attached revisions to Section 44-13, Variances.

p:\ ORD\Variance\ Variance Authority Amendment Section 44-13 CC 11 11 te
Attachments:

1. Ordinance Amendment to Section 44-13

ORDINANCE NO. ____

**AN ORDINANCE AMENDMENT CONCERNING THE REVIEW OF
VARIANCES FROM THE ZONING CODE**

The Maplewood City Council approves the following revision to the Maplewood Code of Ordinances. (Additions are underlined and deletions are crossed out.)

Section 1. Section 44-13 of the Maplewood Code of Ordinances is hereby amended as follows:

Sec. 44-13. Variances.

The city may grant variances to the requirements of this chapter. All variances must follow the requirements provided in Minnesota State Statutes Minn. Stats. ch. 462. ~~The city may approve administrative variances according to article VI of this chapter.~~

Section 2. This ordinance shall take effect after the approval by the city council and publishing in the official newspaper.

The Maplewood City Council approved this ordinance revision on _____.

Mayor

Attest:

City Clerk

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Ordinance Amendment of Section 44-14 Allowing Reductions in Lot Sizes and Building Setbacks when Streets are Widened (first reading)**
VOTE: Simple Majority Vote Required to Approve
DATE: November 7, 2011

INTRODUCTION**Request**

John Johannson, one of the owners of the Caribou Coffee property at 3100 White Bear Avenue, is requesting that the city amend ordinance Section 44-14. This ordinance provides that, if a public agency widens a street, and consequently reduces a lot's area or a building's setback to be less than the minimum required by ordinance, the property shall not be considered to be in violation of those minimum requirements.

Mr. Johannson's concern is that this ordinance only addresses reductions in lot area and building setbacks and not other potential reductions like, parking lot setbacks and a reduction in the number of required parking spaces. Mr. Johannson feels that, since the ordinance does not specifically cover these other reductions, he may encounter difficulties when he goes to sell this property if it is later found to be in violation of city requirements. Refer to Mr. Johannson's letter.

In the past, the city has interpreted this ordinance to include other resulting deficiencies that could occur due to a street widening, such as a diminished parking lot setback and loss of parking spaces. Mr. Johannson would like to make sure that the ordinance fully addresses his concern to avoid any possible question in the future.

DISCUSSION

Staff agrees with Mr. Johannson's request to amend this ordinance and update the language. This ordinance has been "on the books" since the adoption of the zoning ordinance in 1965. An update would be appropriate to address all the possible code deficiencies that could result from a street widening.

In addition to lot area and building setbacks that Section 44-14 addresses, there are other site elements that a street widening could affect such as parking lot setbacks, a reduction in the number of parking spaces, pylon sign setback, diminished landscaping, lot width and the like.

Staff proposes to leave the essence of the ordinance as it currently is, but to update it to include these other potential site-related reductions if a street widening would occur. The “grandfathering” provision would apply if the site meets city codes in the first place. It would also apply to undeveloped lots, in which case, the amount of setback reduction to be permitted shall be no more than the amount of the street widening which occurred.

COMMISSION ACTIONS

October 18, 2011: The planning commission recommended approval with no revisions.

RECOMMENDATION

Adopt the resolution for the attached revisions to Section 44-14.

p:\ ORD\Street Widening-Lot Size Reductions Section 44-14 CC Report 11 11 te
Attachments:

1. Letter from John Johansson dated September 7, 2011
2. Ordinance Amendment to Section 44-14



September 7, 2011

Mayor Rossbach, City Council Members
 City of Maplewood
 C/O Tom Ekstrand, Senior Planner
 1830 County Road B. East
 Maplewood, Minnesota 55109

RE: Request for Amendment to City Code 44-14. "Reductions in lot sizes through street widening by condemning authority adjustments to lot size requirements of this chapter".

Dear Mayor Rossbach and Council Members:

I am one of the owners of the property that Caribou Coffee occupies at 3100 White Bear Avenue North in Maplewood. Like many neighboring properties, a portion of our land was acquired through eminent domain to support the widening of White Bear Avenue. This loss of land has necessitated some changes to our site plan.

The loss of land has resulted in a reduction of the number of parking spaces on our lot and we no longer meet the parking setback requirements. The City has been processing our site plan modifications under City Code: 44-14 Reductions in lot sizes through street widening by a condemning authority adjustments to lot size requirements of this chapter. City Code 44-14 is clearly limited to addressing lot size and building setback requirements. It does not mention the word parking. Our planning and legal advisors have told us that, as written, Code 44-14 does not establish the authority to approve plans that do not comply with the parking requirements and related setbacks.

Let me say at the beginning that my partners and I have been grateful for the attitude of support and cooperation that the City has demonstrated throughout this process. This land taking, and the requisite site plan changes, are challenging. We are doing all we can to try and retain our existing tenant and provide a reasonably functional site plan. No matter how we try to redesign the site, we have challenges.

We are grateful for the flexibility that the City is demonstrating by interpreting Code 44-14 so liberally. What we are worried about is that down the road we may seek some financing, or choose to sell the property, or some other event that would require a due diligence review by another party. Absent the recorded documentation of variances for our parking non-compliance, or more explicit language in Code 44-14, our property will show up as non-conforming.

The easiest way to remedy this situation, and the action we respectfully request you take, is to amend the language in Code 44-14 to include parking. This should include both parking lots that became non-conforming in regards to setbacks as a result of street widening and lots that

no longer meet the minimum number of parking spaces. In regards to reductions in the number of spaces you will probably want to establish some maximum percentage reduction, but we trust that the City staff and Planning Commission can determine what that acceptable percentage of required parking spaces should be.

In closing, please understand that we are making this request only as a matter of practical necessity. We, and our tenant Caribou Coffee, are concerned that following the taking, we will not have adequate parking remaining on the site. If, at some point in the future, we were required to comply with more restrictive setbacks for parking, it would only exacerbate the concern. Likewise, if we were to redevelop the site in the future, and if historic parking ratios were to be applied, we could find ourselves in the position of having to reduce building size in order to improve our asset with a new structure.

We understand that we are not in this position due to actions implemented by the City – but rather, a regional road improvement project. As such, we harbor no animosity. We are merely trying to minimize impact, and preserve an asset. The change we are requesting is really just a clarification of the policy you have already decided to apply to properties that have lost land to accommodate the street widening. With the change in language we are requesting, we will have the official code language to address any future due diligence review, and/or redevelopment, of our property.

Sincerely,

DIVISION 25, LLC



John Johannson
Chief Manager
952.897.7750

Enclosures

c: John Shardlow, Bonestroo
Jeff Wurst, Caribou Coffee

ORDINANCE NO. ____

**AN ORDINANCE AMENDMENT CONCERNING THE REDUCTION
IN LOT SIZE DUE TO STREET WIDENING**

The Maplewood City Council approves the following revision to the Maplewood Code of Ordinances. (Additions are underlined and deletions are crossed out.)

Section 1. Section 44-14 of the Maplewood Code of Ordinances is hereby amended as follows:

Sec. 44-14. Reductions in lot sizes and site development requirements due to through street widening by condemning authorities; adjustments to lot size requirements of chapter.

~~Whenever the width of a street right-of-way is increased by action of any governing authority having the right of condemnation and such increase in the width of the street causes the abutting lots to be made smaller than the minimum lot size permitted in this chapter or in any other ordinance, rule or regulation of the city or where such widening causes the setback of buildings existing on the abutting property to be less than the setback provisions set forth in this chapter or any other ordinance, rule or regulation of the city, such resulting reduction on lot size or setback distance shall not be considered a violation of this chapter or any other ordinance, rule or regulation of the city and shall in all respects be considered to be in conformity with this chapter and all other ordinances, rules and regulations. Such decreased setback and such decreased lot size is valid and consistent with the requirements of this chapter, provided that the lot size and setbacks of the structure on the lot prior to the street widening were lawful and all used thereof which were lawful prior such change in area or setback pertaining thereto shall continue as permitted uses thereafter as if such reductions in area or setback had not occurred. It is further provided that as to all unimproved lots or tracts of land abutting on that portion of any road, street or highway which is widened so as to reduce the available setback distance, the minimum setback shall be the setback distance required by this chapter less the amount of reduction caused by reason of the street widening. For the administration of this section, the "amount of reduction" shall be considered to be the number of feet that the normal 30-foot setback, established by this chapter and any other ordinances, rule or regulation, as it affects improved lots has been shortened by such street widening.~~

Whenever the width of a street right-of-way is increased, which causes an abutting lot to be made smaller than the regulations would allow, such lot shall not be considered to be in violation of those governing regulations. Nor shall such a lot be considered to be in violation of other site-related, dimensional or developmental requirements such as building setbacks, parking lot setbacks, number of required parking spaces, freestanding sign setback or similar requirements as determined by the director of community development. Appeals of the director's decision shall be reviewed by the city council.

These allowances shall apply as long as the subject property complied with lot size and development-related design requirements prior to the street widening.

The minimum setbacks for unimproved lots abutting a street which is widened, shall be calculated to be the setback distance required by ordinance minus the reduction in lot depth caused by the street widening.

The Maplewood City Council approved this ordinance revision on _____.

Mayor

Attest:

City Clerk

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Ordinance Amendment of Article VI Allowing Staff the Authority to Consider Minor Variances for Single and Double Dwellings (first reading)**
VOTE: Simple Majority Vote Required to Approve
DATE: November 7, 2011

INTRODUCTION

The administrative variance ordinance outlines what circumstances allow the administrative variance review process and describes the procedure for processing such minor variances. This ordinance does not mention what the findings should be for approving a variance administratively, however.

Staff is recommending a revision to this ordinance that would require the statutory findings for administrative variance approvals.

DISCUSSION

Staff's proposed revision would add Section 44-1135 which would say, "the approval of variances shall be based on the findings required by Minnesota State Statutes."

COMMISSION ACTION

October 18, 2011: The planning commission recommended approval with no revisions.

RECOMMENDATION

Adopt the ordinance amendment to revise Article VI, the administrative variance ordinance dealing with R1 (single dwelling) and R2 (double dwelling) residential districts.

REFERENCE

Previous Variance Criteria from State Statute

The City Council was required to make the following findings to approve a variance:

1. Strict enforcement would cause undue hardship because of circumstances unique to the property under consideration.
2. The variance would be in keeping with the spirit and intent of the ordinance.

“Undue hardship”, as used in granting of a variance, means the property in question cannot be put to a reasonable use if used under conditions allowed by the official controls. The plight of the landowner is due to circumstances unique to his property, not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone shall not constitute an undue hardship if reasonable use for the property exists under the terms of the ordinance.

Revised Variance Criteria from State Statute

The new provisions of state law require that variances shall only be permitted when they are found to be:

- (1) In harmony with the general purposes and intent of the official control;
- (2) Consistent with the comprehensive plan;
- (3) When there are practical difficulties in complying with the official control. “Practical difficulties” means that the property owner proposes to use the property in a reasonable manner not permitted by an official control. The plight of the landowner is due to circumstances unique to the property not created by the landowner and the variance, if granted, will not alter the essential character of the locality.

The Primary Changes to the Statutory Variance Requirements

The differences between the former variance guidelines and the revised language are:

1. The new statute now states that variances must be consistent with the comprehensive plan. This was not mentioned in the previous language.
2. Cities must now determine that the property owner is encountering “practical difficulties” because of ordinance provisions that regulate the use of his or her property. Previously, the terminology was that, to grant a variance the city must determine that strict enforcement of the ordinance would cause the property owner “undue hardship” because of circumstances unique to the property. Practical difficulties exist when:
 - a. A property owner proposes to use their property in a reasonable manner not permitted by the ordinance;

- b. The plight of the landowner is due to circumstances unique to the property and not created by the landowner, and;
 - c. The variance, if granted, would not alter the essential character of the locality.
3. The previous language stated that the city may grant a variance if the use was reasonable. The new language states that a variance may be granted if a property cannot be put to a reasonable use without a variance.

p:\ ORD\Variance\ Administrative Variance Code Amendment CC 11 11 te
Attachments:

- 1. Administrative Variance Ordinance
- 2. Administrative Variance Ordinance Amendment

§ 44-1131

MAPLEWOOD CODE

**ARTICLE VI. ADMINISTRATIVE VARIANCES IN R-1 AND R-2 RESIDENCE
DISTRICTS***

Sec. 44-1131. Purpose.

It is the purpose of this article to provide for a method of administratively granting certain variances for single dwelling and double dwelling building permits.
(Code 1982, § 36-461)

Sec. 44-1132. Types; authority for granting.

The city council hereby authorizes the director of community development or such other qualified person as designated by the city manager to grant variances in areas of the city zoned R-1 and R-2 wherein the following situations exist:

- (1) Where the provision to be varied concerns garage setbacks; or
- (2) Where the amount of variance to any other setback is five feet or less; or
- (3) Where the result would be a variance in the size or frontage of the lot not to exceed a five-percent deviation from the minimum requirements, as provided otherwise in this Code; and
- (4) Where the applicant submits a petition signed by 100 percent of the adjacent landowners approving the variance.

(Code 1982, § 36-462)

Sec. 44-1133. Procedure.

(a) Any person seeking a variance described in section 44-1132 shall submit to the director of community development or other person designated by the city manager under the section 44-1132 a written application therefor and shall provide the city with a plan or drawing therefor acceptable to the director of community development or such other person so designated. The director or such other person so designated shall notify the surrounding property owners by mail of the requested variance and shall allow the property owners a period of ten days in which to respond.

(b) Thereafter, the director or such other person so designated shall make his decision known to the applicant and to all of the previously notified parties. The director or such other person so designated shall document his decision and the applicant's justification in the department's filing system.

(Code 1982, § 36-463)

Sec. 44-1134. Appeal to city council.

Within ten days of the notification of the decision of the director or other person designated by the city manager, pursuant to section 44-1132, the applicant or any of the notified parties

***State law reference—**Powers of board of appeals and adjustments to hear and grant variances from the provisions of a city zoning ordinance, Minn. Stats. § 462.357.

CD44:110

ZONING

§ 44-1163

may appeal the decision by notifying the manager of any objections to the decision and requesting a hearing before the city council, such hearing to be held within 30 days. The right to this appeal shall be made known to all parties at the time of the notification of the decision of the director of community development or other person designated by the city manager. (Code 1982, § 36-464)

Secs. 44-1135—44-1160. Reserved.

ARTICLE VII. AMENDMENTS AND CHANGES

Sec. 44-1161. Initiation generally.

An amendment to this chapter, including an amendment to the zoning map, may be initiated by the city council, the planning commission, the city staff or by petition of affected property owners, who are hereby defined to be the owners of the property to be rezoned. An amendment not initiated by the planning commission shall be referred to the planning commission for study and report and may not be acted upon by the city council until it has received the recommendation of the planning commission on the proposed amendment or until 60 days have elapsed from the date of reference of the amendment without a report by the planning commission.

(Code 1982, § 36-481)

State law reference—Similar provisions, Minn. Stats. § 462.357, subd. 4.

Sec. 44-1162. Petition of affected property owners.

The director of community development shall, upon petition of the owners of the property to be rezoned, fix a date for a hearing. Such petition shall be accompanied by an abstractor's certificate showing the names and addresses of all property owners within 350 feet of the property to be rezoned. The petition and certificate shall be filed with the director of community development and shall be accompanied by a completed application form and payment of a fee to defray the expenses of advertising, public hearing and other expenses incurred by the city in the handling of the petition. The amount of such fee shall be imposed, set, established and fixed by the city council, by resolution, from time to time.

(Code 1982, § 36-482)

Sec. 44-1163. Public hearings.

No amendment to this chapter, including an amendment to the zoning map, shall be adopted until a public hearing has been held thereon by the planning commission or by the city council, as determined by the council. A notice of the time, place and purpose of the hearing shall be published in the official newspaper of the city at least ten days prior to the day of the hearing. When an amendment involves changes in district boundaries affecting an area of five acres or less, a similar notice shall be mailed at least ten days before the day of the hearing to each owner of affected property and property situated wholly or partly within 350 feet of the property to which the amendment relates. For the purpose of giving mailed notice, the person

CD44:111

ORDINANCE NO. ____

**AN ORDINANCE AMENDMENT CONCERNING THE STATUTORY FINDINGS
TO APPROVE ADMINISTRATIVE VARIANCES**

The Maplewood City Council approves the following revision to the Maplewood Code of Ordinances. (Additions are underlined.)

Section 1. Article VI, Administrative Variances in R-1 and R-2 Residence Districts is hereby amended by adding Section 44-1135 as follows:

Sec. 44-1135. Criteria to Approve Variances Administratively.

The approval of variances shall be based on the findings required by Minnesota State Statutes.

Section 2. This ordinance shall take effect after the approval by the city council and publishing in the official newspaper.

The Maplewood City Council approved this ordinance revision on _____.

Mayor

Attest:

City Clerk

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AGENDA REPORT

TO: City Manager
FROM: Audit Committee (Kathy Juenemann, Chuck Ahl, Gayle Bauman, Joe Rueb)
RE: APPROVAL OF CONTRACT FOR AUDITING SERVICES
DATE: November 8, 2011

PROPOSAL

It is proposed that a five-year contract with Kern, Dewenter, Viere, Ltd. (KDV) for auditing services be approved at a total all-inclusive maximum price of \$166,800.

BACKGROUND

HLB Tautges Redpath, Ltd. has conducted the city's annual audit for the past 5 years. Prior to that, KPMG conducted the audit for 23 years. The audit cost for 2010 was \$36,900.

On October 10 the Council approved the procedures for selection of an audit firm for the next five-year period. The procedures approved included the formation of an Audit Committee consisting of one council member, assistant city manager, finance manager, and assistant finance manager to prepare a recommendation to the council on selection of an audit firm. A request for proposals was sent to six audit firms in September. In October five proposals were received. Representatives of the audit firms made verbal presentation to the Audit Committee on November 3, 2011.

Following the verbal presentations, the Audit Committee evaluated the proposals based upon each firm's expertise and audit approach. The top three firms were so close in rankings based on these factors that cost became the deciding factor. It is the opinion of the Committee that the proposal by KDV was the best one based on the firm's qualifications and the cost of the audit. The cost for the annual audit will range from \$32,000 for 2011 and will increase annually to \$34,750 for the year 2015.

RECOMMENDATION

It is recommended that a five-year contract with Kern, Dewenter, Viere, Ltd. for auditing services be approved at a total all-inclusive maximum price of \$166,800.

Attachment

1. Dollar Cost Bid

**DOLLAR COST BID
PROPOSAL FOR
CITY OF
MAPLEWOOD, MINNESOTA
FOR PROFESSIONAL
AUDITING SERVICES
2011 THROUGH 2015**

October 21, 2011

Presented by:



Expert advice. When you need it.SM

3800 American Boulevard West
Suite 1000
Bloomington, Minnesota 55431

220 Park Avenue South
P.O. Box 1304
St. Cloud, Minnesota 56302

Contact: Steven Wischmann
Phone: 952-563-6880

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City of Maplewood Schedule of Professional Fees and Expenses for the Audit of the 2011 Financial Statements	2
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Dollar Cost Proposal for Audit Services for the
City of Maplewood, Minnesota

Dollar Cost Proposal for the City of Maplewood

The undersigned is entitled to represent the Firm, empowered to submit the bid, and authorized to sign a contract with the City of Maplewood.

Signature of Official: Steven Wischmann

Name: Steven Wischmann

Title: Government Audit Partner

Firm: Kern, DeWenter, Viere, Ltd.

Date: October 21, 2011



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Dollar Cost Proposal for Audit Services for the
City of Maplewood, Minnesota

**City of Maplewood
Schedule of Professional Fees and Expenses for the Audit of the
2011 Financial Statements:**

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	50	\$ 205	\$ 135	\$ 6,750
Managers	70	140	110	7,700
Supervisory Staff	100	110	85	8,500
Staff	150	90	70	10,500
Administrative	<u>10</u>	60	50	<u>500</u>
Subtotal	<u>380</u>			33,950
Out of Pocket Expenses:				
Meals, Lodging and Transportation				-
Multi Year Discount				<u>(1,950)</u>
Total All-inclusive Maximum Price for 2011 Audit (Not Including Single Audit)				<u>\$ 32,000</u>
Single Audit (If Needed) Maximum Price for 2011				<u>\$ 3,500</u>
Preparation of CAFR, If Needed				<u>\$ 4,200</u>

**City of Maplewood
Schedule of Professional Fees and Expenses for the Audits of the
2012-2015 Financial Statements:**

Total All-Inclusive (Not Including Single Audit) Maximum Price For:

2012	\$	32,650
2013	\$	33,350
2014	\$	34,050
2015	\$	34,750

Total Single Audit (If Needed) Maximum Price For:

2012	\$	3,500
2013	\$	3,525
2014	\$	3,575
2015	\$	3,650



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Dollar Cost Proposal for Audit Services for the
City of Maplewood, Minnesota

MEMORANDUM

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: Trash Collection System Analysis – Review of Draft Contract Between the City of Maplewood and Allied Waste Services for Residential Trash Collection Service
DATE: November 9, 2011 for the November 14 City Council Meeting

INTRODUCTION

On October 10, 2011, the City Council authorized staff to negotiate a draft contract with Allied (“Allied”) Waste Services. Allied was chosen by the Trash Hauling Working Group as the top ranked proposer to the Request for Proposal (RFP) for city-wide residential trash collection service. Since that time City staff and Allied have successfully negotiated a draft contract (Attachment 1). This report is intended to outline the full details, including service levels and costs, of the draft contract between the City of Maplewood and Allied for city-wide residential trash collection.

Background

On July 11, 2011, the City Council authorized the release of an RFP for residential trash collection.

On August 19, 2011, the City received six responses to the RFP from the following companies (listed in alphabetic order):

1. Allied Waste Services
2. Dick’s Sanitation, Inc.
3. Highland Sanitation and Recycling
4. Tennis Sanitation, LLC
5. Walters Recycling and Refuse, Inc.
6. Waste Management, Inc.

On September 13, 2011, the Trash Hauling Working Group met to review and rank the proposals based on the evaluation criteria specified in the RFP. Allied was chosen as the top ranked proposer.

On October 10, 2011, the City Council authorized staff to negotiate with the top ranked proposer, Allied, for city-wide residential trash collection.

DISCUSSION

Since October 10, 2011, staff and Rich Hirstein of Allied have been working on a draft city-wide residential trash collection contract. The contract work and negotiations have been successful and a draft contract has been agreed to by both parties. Following is a summary of the content and costs proposed in the contract:

RFP Requirements

The draft contract is based on the July 11 RFP and Allied's August 19 proposal. The RFP can be accessed through the City of Maplewood's trash collection webpage at www.ci.maplewood.mn.us. The Allied proposal is attached (Attachment 2). The RFP was drafted by the Trash Hauling Working Group and approved by the City Council and specified the following minimum requirements:

1. City-wide trash collection for all single-family residential properties (properties with one to four units).
2. Proposal options include: a contract for the entire City; or a contract for one to three of the City's existing day certain trash pickup districts.
3. Term of Contract: Five years with two one-year extensions possible.
4. Proposals can be submitted by one hauler or a joint proposal from up to four haulers. Joint proposals can be submitted for the entire City contract option only.
5. RFP specifies billing directly by the Contractor to the residents.
6. RFP specifies City-owned trash carts.
7. RFP requires the vendor to submit a fixed base collection fee for all properties, with variable disposal fee pricing depending on cart sizes (i.e., 20/30/60/90 gallon).
8. Added service requirements include pick up of yard waste, bulky items, extra bags, Christmas trees, e-waste.
9. RFP does not include trash collection from City buildings or City clean-up events.

Contract Summary

Based on the RFP and Allied's proposal, following are the highlights of the draft residential city-wide trash collection contract:

1. Five-year contract, with two one-year extension options. Competitive purchase of services after the term of this contract ends.
2. One-hauler, city-wide trash collection for all eligible single-family residential properties (currently estimated at 10,126 single-family households).
3. Townhomes and manufactured homes and other planned unit developments (PUD) that currently have trash collection contracts are excluded from this contract (1,808 townhome, manufactured home, or PUD estimated). However, these developments can opt into the City's system at a later point in time under a procedure yet to be established by the City.
4. City will purchase and own the trash carts, but they will be delivered, maintained, and inventoried by the Contractor. The Contractor will assist and advise the City on the survey of City residents to select the cart size of their choice.
5. Contractor will do the billing.
6. Collection hours from 6 a.m. to 6 p.m.
7. Same day collections corresponding to the City recycling collection areas.

8. Cost of trash collection will be based on a flat base collection fee, disposal costs for 20, 30, 60, or 90 gallon service levels, and annual consumer price index (CPI) and fuel adjustments.
9. Residents are given credit on their trash bill for extended vacations of at least three weeks or more.
10. Collection of yard waste based on a yearly subscription fee paid to the Contractor. A separate yard waste cart (purchased and provided by the Contractor) plus up to five bags of yard waste are allowed per week as part of the base yearly fee.
11. Collection of bulky items and e-waste based on a set fee per item.
12. Collection of one Christmas tree as part of a resident's base collection fee.
13. Future organic waste pilot collection program to be negotiated as part of the planning for this project in future years (possibly 2013 or 2014).
14. Monthly and annual reports to verify items such as total quantities of trash, yard waste, and bulky waste collected, etc.
15. Annual work plans which specify public education tools and other service improvements the Contractor could implement to assist the City in meeting waste reduction goals.
16. Annual performance review will be required by the Environmental and Natural Resources (ENR) Commission and the City Council. The objective of the annual review is to evaluate the Contractor's performance and review the annual report and work plan.
17. Public education requirements to include an annual flyer and education tags to be left by Contractor's collection crew to instruct residents why certain materials were not collected and instructions for special collection.
18. Customer complaints will be handled by the Contractor between the hours of 7 a.m. to 5 p.m. with a live person rather than a recording within an average of one minute of call connection.
19. Disposal of all trash collection in the City at a resource recovery facility consistent with the current Minnesota Waste Management Act, Ramsey County Solid Waste Master Plan, Ramsey County facility operating contracts, and other Ramsey County policies.
20. Trucks:
 - a. The Contractor will purchase new trucks for the Maplewood contract.
 - b. Trucks will run on B2 Bio diesel fuels.
 - c. Trucks will be equipped with:
 - i. Automatic lifters
 - ii. Radio Frequency Identification (RFID) systems to read the RFID tags installed in the City trash carts
 - iii. Automatic overload prevention devices that shut off the truck's packer system when the load reaches its maximum capacity
 - iv. Windscreen attachments to reduce litter and blowing debris
21. The Contractor will submit a detailed safety plan to the City for review and approval that will address all elements of the contract including trash, yard waste, and bulky waste collection operations.

22. Liquidated damages are specified in the contract for violations such as failure to collect properly notified missed collections, failure to provide monthly and annual reports, failure to clean litter or spills that knowingly occur during collection operations, etc.
23. Performance bond and insurance requirements.

Costs

Cost Break Down

Table 1 below outlines the draft contract’s proposed cost break down per single-family residential home per month, excluding County Environmental Charge and State Solid Waste Management Tax:

TABLE 1 – Cost Break Down
(\$ per household per month)

Cost Break Down	Draft Allied Contract
Base Collection Fee:	
Collection every week	\$4.39
Collection every other week	\$3.14
Trash Disposal Fees:	
20-gallon (every other week)	\$1.08
20-gallon	\$1.62
30-gallon	\$2.58
60-gallon	\$3.52
90-gallon	\$4.58

Trash Collection Service Level Comparisons

Table 2 below outlines the costs per single-family residential home per month based on service levels. Each service level includes the base collection fee (BCF), trash disposal fee, and estimated City-imposed trash cart fee (assumed at \$0.75 per household per month). These rates are then compared to an average of the City licensed trash haulers’ published rates¹ and an estimate of actual rates² based on a sampling of residents’ actual current trash bills.

TABLE 2 – Service Levels Compared
(\$ per household per month)

Service Levels	Draft Allied Contract	Average of City Published Rates	City Actual Rates
20-gallon (every other week)	\$4.97		
20-gallon	\$6.76		
30-gallon	\$7.72	\$13.94	\$15.96
60-gallon	\$8.66	\$15.62	\$17.21
90-gallon	\$9.72	\$17.09	\$21.36

¹ City Licensed Trash Haulers’ Published Rates: <http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=1988>

² Estimate of City Licensed Trash Haulers’ Actual Rates (as reported by Councilmember Nephew at the August 29, 2011, City Council Workshop): <http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=2083>

Price Adjusters

The cost of the disposal portion of the Contractor's charge is to be correlated with the designated resource recovery facility (e.g., the Ramsey / Washington Resource Recovery Facility at Newport). Therefore, this disposal cost portion will increase directly proportional to the disposal tipping fees increase (e.g., at the Newport Facility).

Separated from disposal costs, the base collection fee (BCF) for trash collection to Maplewood residents under the draft Allied contract could also be adjusted up or down according to the formula specified in the RFP and as per Allied's proposal. There are two price adjusters that may change the annual BCF:

1. The Consumer Price Index can adjust the "non-fuel" portion of the BCF.
2. The "fuel" portion of the BCF can be adjusted according to the specified published price for diesel fuel.

Draft Allied Contract Cost Analysis

Dan Krivit of Foth Infrastructure and Environment conducted a cost analysis of the draft contract to determine the total five-year contract costs to the City based on variables such as:

- Prices for each type and level of service as proposed.
- Assumed number of eligible households for each type and level of service as per the RFP.
- Assumed, forecasted changes in:
 - Disposal costs
 - Cost of living adjustments (via CPI index)
 - Fuel cost adjustments (via diesel fuel index)

The draft contract includes all prices as proposed by Allied and as per the RFP. The proposed Contract cost to residents, including all taxes and other surcharges, is estimated to be approximately \$1.1 million per year less than the current average published rates and approximately \$1.6 million per year less than the average actual rates.

Other Service Fees

In addition to the basic service levels for trash collection, the contract outlines the following services and fees:

1. Trash Cart Exchange: Free – one cart size exchange per year; \$10.00 – cart exchanges exceeding one per year.
2. Additional Overflow Trash Bag: \$4.00 per bag
3. Yard Waste Removal (60 gallon yard waste container, April through November): \$79.50 per household per year.
4. Yard Waste Overflow: \$3.00 for each overflow bag.
5. Yard Waste Non-Subscription Service (special one-time collection of yard waste): \$3.50 per bag.

6. Special Bulky Item Fee (household items that require special processing to remove harmful substances such as Freon, etc.): \$30.00 per item.
7. Other Bulky Item Fee (household items that don't require special processing such as mattresses, couches, etc.): Based on a per item rate and a specific price schedule of bulky items ranging from \$5.00 to \$24.00.
8. Electronic Waste Fee (electronics that require special processing such as televisions): \$30.00 per item.

Trash Collection System Analysis Proposed Timeline

- Nov. 21, 2011: 90-Day Negotiation Period Ends (90 Days from August 19 RFP Deadline)
- Nov. 28, 2011: Trash Collection System Decision:
 - Authorize Execution of Contract between the City of Maplewood and Allied Waste Services for City-Wide Residential Trash Collection; or
 - Authorize Improvements to the City's Existing Open Trash Collection System
- Dec. 12, 2011: Review Statutory Findings, Authorize Implementation of Selected System
- Oct. 1, 2012: New Service Implemented if City Council Chooses Contracted System

RECOMMENDATION

Review and comment on this staff summary memo outlining the draft contract between the City of Maplewood and Allied Waste Services for city-wide residential trash collection.

Attachments:

1. Draft Contract Between the City of Maplewood and Allied Waste Services for Residential Trash Collection Service
2. Allied Waste Services August 19, 2011, Trash Collection Proposal

Links:

1. Maplewood Request for Proposal for City-Wide Residential Trash Collection: www.ci.maplewood.mn.us/trash
2. City Licensed Trash Haulers' Published Rates: <http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=1988>
3. Estimate of City Licensed Trash Haulers' Actual Rates (as reported by Councilmember Nephew at the August 29, 2011, City Council Workshop): <http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=2083>

[DRAFT as of November 8, 2011]

**SERVICE AGREEMENT BETWEEN THE
CITY OF MAPLEWOOD
AND
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**
(d/b/a Allied Waste Services of the Twin Cities,
A Republic Services Company)

**FOR
COMPREHENSIVE RESIDENTIAL
TRASH COLLECTION SERVICES ***
(*INCLUDING YARD WASTE AND BULKY WASTE COLLECTION SERVICES)

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INTRODUCTION

This Agreement is made this _____ **[ENTER DATE]**, between the City of Maplewood, 1830 East County Road B, Maplewood, Minnesota 55109 (the "City") and Allied Waste Services of North America, LLC, A Republic Services Company, d/b/a Allied Waste Services of the Twin Cities (the "Contractor").

WITNESSETH:

WHEREAS, the City supports a comprehensive residential trash collection program and desires that high-quality, cost-effective, trash collection services be available to all its residents with transparent pricing and minimum City administration;

WHEREAS, on July 12, 2011 the City released a request for proposals ("RFP") for comprehensive trash collection services (incorporated herein to this Contract by reference);

WHEREAS, on August 2, 2011 the City released Addendum #1 ("Addendum") to the RFP (incorporated herein to this Contract by reference);

WHEREAS, on August 19, 2011 the Contractor submitted a proposal ("Proposal") to the City in response to the RFP (incorporated herein to this Contract by reference); and

WHEREAS, on August 30, 2011 the Contractor submitted responses to the City's questions about the Contractor's proposal (incorporated herein to this Contract by reference); and

WHEREAS, on October 10, 2011, the City Council authorized staff to begin negotiations with the Contractor to develop a draft Contract.

NOW, THEREFORE, the City and Contractor mutually agree to this Contract, in consideration of the mutual promises and covenants contained herein.

1. Definitions

Definitions for this Contract shall be as per the RFP except as per the corrections/additions below.

1.1 Additional Overflow Trash Bag

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

1.2 Annual Trash Public Education Flyer

The City shall require the Contractor to publish and distribute an annual public education flyer to all eligible households. The Contractor's flyer shall contain the following information for City residents (but not limited to):

- General information about all trash collection services, including special collections of the other materials such as yard waste, bulky materials, etc.
- Annual calendar and map of trash service areas for eligible Single-Family Dwellings (SFD's)
- Specific instructions about how to use and care for the new City trash cart (e.g., set out, washing, etc.)
- Yard waste
- Bulky materials, including major appliances and electronic waste
- Organic waste collection service (once this program is citywide)
- List of prohibited materials for each of the above categories of materials

1.3 Automated Collection

As per the RFP.

1.4 Base Collection Fee (BCF)

Base collection price per this Contract for trash collection service. This BCF does not include: disposal fees; prices or costs of other services (e.g., yard waste, bulky items, etc.); taxes; or other government administrative fees.

1.5 Base Yard Waste Collection Fee (BYWCF)

Base collection price calculated per this Contract for yard waste collection service. This BYWCF does not include disposal fees.

1.6 Bulky Items

As per the RFP amended also by the Contractor's response to City questions to include a detailed price list of bulky items (see Sections 70, 71 and 72 of this Contract for detailed listing of bulky items).

1.7 Special Processing

Large, bulky household items that require special processing to remove harmful substances, such as Freon or mercury, and may include (but are not limited to) items

such as refrigerators, freezers, air conditioners, dehumidifiers, electronic waste, or thermostats.

1.8 City's Designated Contact Persons

The City has designated the City's Environmental Planner as the City's primary point of contact for the Contractor. If the Environmental Planner is not available, and the matter is urgent, the Contractor may also contact the Community Development Director as the alternate contact person.

1.9 Collection

As per the RFP.

1.10 Collection Service

As per the RFP.

1.11 Contract

This legal agreement executed between the City and the Contractor. The Contract shall include, but not be limited to, the RFP document, RFP addenda, the Contractor's proposal in response the RFP, and the Contractor's response to City questions. These additional documents are incorporated herein to this Contract by reference. If in conflict, this Contract shall take precedence.

1.12 Contractor

The City's trash service Contractor under this Contract.

1.13 Contractor's Trash Bill

As per the RFP.

1.14 Day-Certain Trash Collection

As per the RFP.

1.15 Disposal Facility

The licensed and permitted landfill, resource recovery facility, or transfer station where the trash is tipped for disposal.

1.16 Electronic Waste

As per the RFP.

1.17 Eligible Households

Households eligible for this comprehensive trash collection service program. Most of these households will be in single family dwelling units.

1.18 Every Other Week Trash Collection (EOW)

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

1.19 Food Waste (See also: "Organic Waste")

As per the RFP.

1.20 Hazardous/Toxic Waste

As per the RFP.

1.21 Holidays

Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed upon by the City and the Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled Collection day falls on a holiday collection for that day will be collected one day later. The Contractor shall publish the yearly calendar including alternate Collection days, with assistance from the City.

1.22 Holiday weeks

A week where a holiday falls on a Monday through Friday and requires the Contractor to collect trash on a Saturday, of which Saturday will be agreed upon by the City.

1.23 Litter Wind Screens

As per the RFP.

1.24 Major Appliances

As per the RFP.

1.25 Multi-Family Dwelling (MFD) Units

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

1.26 Organic Waste (See also "Food Waste")

As per the RFP.

1.27 Other Bulky Items (Not Requiring Special Processing)

As per the RFP.

1.28 Pay As You Throw (PAYT) Program

A system of setting variable prices for the levels of trash collection service (e.g., 30-gallon carts vs. 60-gallon vs. 90-gallon) to provide an economic incentive for residents to improve recycling and waste reduction efforts. PAYT price schedules intentionally increase the price increments between the levels to promote downsizing of cart sizes as ordered by the residents.

1.29 Prohibited Mailings

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

1.30 Prohibited Waste

Waste materials that are prohibited from disposal in with mixed trash or that may be hazardous, toxic, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or listed or characteristic Hazardous Waste as defined by Federal, State, County, or local law or any otherwise regulated waste, or otherwise harmful to the environment, collection crew safety, or resource recovery system.

1.31 Rates

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

1.32 Recycling Contractor

The City's contractor retained to provide separate curbside collection of recyclables.

1.33 Regular, Residential Trash Collection Service

As per the RFP.

1.34 Residential Dwelling Unit

As per the RFP.

1.35 Resource Recovery Facility

As per the RFP.

1.36 RFID (Radio Frequency Identification)

As per the RFP.

1.37 Semi-Automated Collection

As per the RFP.

1.38 Service Areas (See also "Districts")

Geographic districts of the City with specified day-certain schedule for recycling and trash collection services. (See RFP Attachment A for geographic boundaries.)

1.39 Single-Family Dwelling (SFD) Units

A building containing up to four (4) residential dwelling units that is eligible for the proposed trash collection service in this RFP

1.40 Special Bulky Items Collection Service

As per the RFP.

1.41 Tipping Fees

As per the RFP.

1.42 Townhome

As per the RFP.

1.43 Trash

As per the RFP.

1.44 Trash Cans

Metal or plastic cans purchased by or for residents to contain and store regular trash waiting for collection. Such trash cans are not permitted under this Contract for eligible households.

1.45 Trash Carts

Standardized trash carts equipped with wheels and a lid as specified and purchased by the City in the following standardized sizes (approximate/nominal capacities):

- ◆ 20-effective gallons*
- ◆ 30-gallon
- ◆ 60-gallon
- ◆ 90-gallon

Actual trash cart capacities by cart size will depend on the cart manufacturer selected by the City through a separate procurement process.

*The City intends to provide a “20-gallon service level” as per the RFP and the Contractor’s proposal. However, current plans call for this service level to be accommodated by using a 30-gallon trash cart with a false bottom installed such that the effective capacity for use by the resident is 20-gallons.

1.46 Volume Based Fee Schedule

As per the RFP.

1.47 Walk-In Collection Service

Special collection of trash from the side of the house or garage. For these stops, the Contractor actually walks the cart down to the curb, empties the cart and walks it back to its original location.

1.48 Yard Waste

As per the RFP.

1.49 Yard Waste Removal Fee

The Contractor’s price for yard waste removal on a basis of dollar per household per year for a standard 60-gallon yard waste cart collected once per week during the specified season. This fee includes both the Contractor’s costs of collection operations and yard waste disposal tipping fees paid by the Contractor at the specified yard waste transfer station.

GENERAL REQUIREMENTS FOR ALL COLLECTIONS

The following general requirements are pertinent to all collections services: trash, yard waste, and bulky waste Collection service frequencies, levels and other factors unique to each type of service are described within specific Sections in this Contract.

2. Eligible Household Count

The total, approximate number of Single Family Dwellings (SFD's) eligible for this service is 10,126 (as of August 2011). The City will develop a plan to transmit a report with the SFD addresses of these eligible services to the Contractor. The Contractor shall verify this SFD count of eligible households and submit a report back to City.

Excluded from this eligible SFD count are approximately 1,808 (as of August 2011) Multi-Family Dwellings (MFD's) in the form of townhomes, manufactured homes and other planned unit developments that currently have a trash collection contract. These dwellings are defined as not currently eligible for this Contract service. However, these developments with homeowners' associations may opt into the City's Contract at a later point in time under a procedure to be established by the City.

Each year, as a part of the annual report and work plan (see Section 9 of this Contract), the City and the Contractor shall reconcile the changes to these household counts and agree on the new number. The City may use City construction permits, utility bills, and property tax identification numbers to monitor changes to the household counts. The Contractor may use its customer data base, billing records, and route data from their drivers to monitor changes to the household counts.

3. Term of Contract

The term of the Contract shall be from date of execution through December 31, 2017. Actual collection service operations will be a period from October 1, 2012 through December 31, 2017 for a total of five (5) years and three months. The City may consider up to two, one-year extensions for years 2018 and 2019, if mutually agreed to by the City and the Contractor.

4. One-Year Extension Options

Any one-year extension will be subject to the City's sole determination of the service and of the City residents' best interests. The basic elements and terms of this Contract must be retained in place for such extensions. Minor amendments may be negotiated between both parties. The Contractor shall not consider the right of City to extend the initial five (5) year term with up to two (2), one (1) -year extensions to constitute or imply any obligation by City to renew the contract. Nothing in this Contract shall be interpreted or implied to mean that the City will extend or negotiate beyond 2019.

5. Competitive Purchase of Services after this Contract

The City shall use a competitive purchasing process to select a Contractor after the term of this Contract expires. Nothing in this Contract shall be interpreted or implied to mean that the City will negotiate beyond the term of this Contract as specified per Sections 3 and 4 above.

6. This Contract Takes Precedent Over RFP and Contractor's Proposal

The contents of the City's Request for Proposal (RFP) for Trash Services (dated July 12, 2011), the Contractor's proposal (dated August 19, 2011), and the Contractor's responses to City questions (dated August 30, 2011) are part of the contractual obligations and are incorporated by reference into this contract. If any provision of this Contract is in conflict with the referenced RFP, Contractor proposal, Contractor response, or other documents, this Contract shall take precedent.

7. Monthly and Annual Reports

The Contractor will submit to the City monthly and annual reports. At a minimum, the Contractor shall include the following information in the monthly reports:

- Trash cart size / collection service level, including weekly vs. every other week (EOW)
- Total quantities of trash collected (in tons)
- Total quantities of yard waste collect (in tons)
- Total quantities of bulky waste collected (in tons)
- Revisions to any counts of eligible households served
- Number of trash cart switches, repairs and replacements
- Service Log of all resident addresses where education tags were left because of prohibited materials set out for trash collection or other forms of non-compliance.
- Log of all complaints, including the nature of the complaints, to include the following: names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of the response.
- Safety and accident reports

At a minimum, the Contractor shall include the following information in the annual reports:

- Same information as per the monthly reports above rolled-up into an annual summary total for the year
- Total number of households served by:
 - SFD's served
 - Dwellings within homeowners' associations (e.g., townhomes, manufactured home, or other planned unit developments)
 - Route by day
 - Residents with walk-in service

Monthly reports shall be due to the City by the fifteenth (15th) day of each month. Annual reports shall be due by January 31 of each year. The Contractor and City shall agree on a mutually acceptable data report formats (e.g., Microsoft Word and/or Excel spreadsheet documents). The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's trash program (e.g., public education, multiple family trash, etc.).

8. Five Year Implementation Plan

The City and the Contractor shall develop an overall implementation plan that identifies all tasks and assignments for the transition to the new Contract system. This implementation plan shall include all future major activities, including (but not limited to):

- City purchase of trash carts and role of the Contractor
- Survey of residents to determine their preference for size of trash cart
- Contractor purchase of new trucks. Use of comparable trucks is allowed in the event of needed truck repairs to new trucks purchased for this Contract.
- RFID system installation, testing and citywide rollout
- Truck scale automatic overload prevention system as part of a larger program to reduce truck impacts on City and County roads
- Possible organic waste collections
- A possible more aggressive PAYT program
- Improvements in routing (including possible changes in the day certain schedule and service areas)

9. Annual Work Plan

The Contractor shall submit an annual work plan proposal no later than November 1 for the upcoming calendar year to outline key priorities for system improvements. One item in the annual work plan is to itemize any proposed amendments to the “five-year” implementation schedule as outlined in Section 8 above.

Public education tools shall be itemized and approximate timelines described. Other service improvements may also be included in the work plan. The City shall review and approve the work plan by no later than December 15 each year. The annual work plan shall be incorporated by reference as an amendment to this contract.

10. Annual Performance Review

Upon receipt of the Contractor’s annual report, the City shall schedule an annual meeting with the Contractor and the City’s Environmental and Natural Resources (ENR) Commission. Once concluded, the report from the ENR Commission shall be presented to the City Council, and a meeting will be held between the Council and Contractor to review the performance of the Contractor. The objectives of this annual meeting will include, but not be limited to:

- Review Contractor’s annual report.
- Review Contractor’s performance based on feedback from residents to the ENR Commission, City Council, and City staff.
- Review Contractor’s recommendations for improvement in the City’s comprehensive trash collection program, including enhanced public education and other opportunities as contained within the annual work plan for the upcoming year.
- Review City staff recommendations for Contractor’s service improvements.

- Discuss other opportunities for improvement with the remaining years under the current contract.

11. Public Education Information for Eligible Households

At its own cost as part of the base collection fee, the Contractor shall develop, publish and distribute (via mail or hand deliver):

- a. One (1) annual public education flyer per year.
- b. Education tags to be left by Contractor's collection crews at the time any material is left behind without being collected to instruct residents why the material was not collected (e.g., prohibited material, bulky items or other waste requiring separate collection trucks) and a phone number to call to place an order for a special collection.

The Contractor shall provide an annual calendar specifying the day-certain trash collection day. This may be part of the annual public education flyer and/or within the Contractor's trash bill provided directly to residents.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, etc.). The City will work with the Contractor regarding the quantities needed and the locations for distribution for these households where English is the second language (ESL).

In October of each contract year, the City shall provide a spreadsheet to the Contractor with the specific mailing addresses (and their corresponding first language) for the City's ESL residents. This spreadsheet will be used for mailing the specific translated documents to the appropriate addresses. The City will work with the Contractor to identify resources that provide translation services for such documents. Details of this public education outreach to ESL homes will be specified in the Contractor's Annual Work Plan (see Section 9).

12. City Shall Approve All Contractor Public Education Tools

Whenever feasible, the Contractor shall submit a draft of any public education literature or other public education tools (e.g., web page instructions, "Call them all" telephone messages, etc.) for approval by the City, at least one (1) month before printing, distribution or other release of any such literature or tools. No prohibited mailings or public education materials or other communications to City residents shall be produced or distributed without prior City written approval.

13. Missed Collections

The Contractor shall have a duty to pick up missed trash collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed collection before 4:00 p.m. on the following business day. If the resident did not have their trash container in place for collection at the time when the Contractor provided service, it is not deemed a "missed collection".

14. Post-Pone Trash Collection

After consultation with the City, the Contractor may postpone trash collections due to severe weather or other causes outside the Contractor's reasonable discretion. Every effort shall be made by the Contractor to coordinate severe weather service postponement announcements with the City so that mixed messages are not broadcast to City residents.

"Severe Weather" shall include, but not be limited to, those cases in which snow, sleet, ice or cold temperatures might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. "Other causes" shall include, but not be limited to, those cases that occur beyond the Contractor's control such as road construction preventing regular collection of selected routes. If collections are postponed, the Contractor shall notify the City. Upon postponement, collection will be made on the next day following the conclusion of the service weather event, or ASAP at the discretion of the Contractor.

15. Collection Hours and Days

The City requires all such collections to begin no sooner than 6 a.m. and shall be complete by 6 p.m. Furthermore, the City requires scheduled collection days to be Monday through Friday, and agreed upon Saturdays during holiday weeks. The Contractor may request City approval of exceptions to these time and day requirements (e.g., pursuant to the "Post-Pone Trash Collection" Section 14 above). The Contractor must request such exception from the City's Designated Contact Person via telephone or email prior to the requested collection event, and specify the date, time and reason for the exception.

16. Customer Complaints

The Contractor shall provide staffing of a telephone equipped office to receive missed collection complaints and other complaints between the hours of 7:00 a.m. until 5:00 p.m. on all days of collection as specified in this Contract. Phone calls to the Contractor for any reason must be answered by a "live person" rather than a recording within an average of one (1) minute of call connection or roll over to an answering machine/voice mail system to leave a message. The Contractor may have music or City-approved educational information during the one (1) minute delay but no "prompts" of any kind. Return calls to voice mail messages must be returned within one (1) hour during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voice mail messages left after 4:00 p.m. must be returned prior to 8:30 a.m. the next business day. Recorded messages of the Contractor shall request a day time phone number where the caller can be reached. The Contractor may also request a day time email address for customers in addition to a day time phone number.

The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The address and telephone numbers of such office shall be given to the city in writing, with ten (10) days prior notice of changes therein. The address of this office as of the execution of the contract is Allied Waste Services c/o Rich Hirstein, 9813 Flying Cloud Drive, Eden Prairie, MN 55347, Minnesota, and the telephone number is (651) 455-8634. The Contractor shall also allow complaints to be made electronically.

Each month the Contractor shall provide the City with a list of all customer complaints, the nature of these complaints and a description of how each complaint was resolved. The names of the complainants and contact numbers or e-mail addresses must also be included.

Complaints on service will be taken and collected by the City and the Contractor. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions. The Contractor shall answer all complaints courteously and promptly.

17. Weighing of Loads

Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, and net weight. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

18. Scavenging Prohibited

All trash materials placed for collection shall be owned by and are the responsibility of the occupants of residential properties until the Contractor handles them. Upon collection of trash by the Contractor, the trash materials become the property and responsibility of the Contractor.

It is unlawful for any person other than the City's trash Contractor to collect, remove, or dispose of designated trash after the materials have been placed or deposited for collection in the City-purchased trash carts. The Contractor's employees may not collect or "scavenge" through trash in any manner that interferes with the contracted trash services.

19. Cleanup of Spillage or Blowing Litter

The Contractor shall clean up any material knowingly spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. Designated trash shall be transported in a covered vehicle and best efforts made so that the trash does not drop or blow onto any public street or private property during transport.

20. Disposal and Recovery at Licensed and Permitted Facilities Only

The Contractor shall be responsible for the safe, legal, and environmentally sound disposal of all trash, yard waste, bulky items, and any other items and materials collected under this Contract. Contractor shall not be required to collect Prohibited Waste. Notwithstanding anything to the contrary in this Contract, title to and liability for any Prohibited Waste shall at no time pass to Contractor. The Contractor shall deliver and unload trash and other materials only at facilities that are properly licensed and permitted for those materials.

21. Designated Disposal Facilities for Trash

The Contractor shall dispose of all trash collected in the City at a Resource Recovery Facility consistent with the current Minnesota Waste Management Act (M.S. 115A),

Ramsey County Solid Waste Master Plan, Ramsey County facility operating contracts and other Ramsey County policies.

The City intends that the designated Resource Recovery Facility at the onset of this Contract for 2012 will be the Ramsey/Washington County Resource Recovery Facility at Newport, MN.

If such a Resource Recovery Facility is not reasonably available, the Contractor will notify the City immediately. The City will then contact Ramsey County for further direction and current policy guidance. The City and Contractor may then negotiate a mutually agreeable plan for trash disposal that is consistent with the requirements of this section of the Contract.

22. Recovery or Disposal of Yard Waste and Bulky Items

Yard waste and bulky items shall be recovered as per the RFP; Ramsey County policies and programs; and Minnesota State laws and policies. The Contractor shall make every reasonable effort possible to recover bulky items (e.g., furniture, major appliances, electronic waste) whenever possible instead of disposal.

23. Vehicle Requirements

Vehicles shall be clearly signed on both sides as a trash Collection vehicle. In addition, all Collection vehicles used in performance of the Contract shall:

- Be marked with the name and telephone number of the Contractor prominently displayed on both sides of the truck.
- Operate within the weight allowed by Minnesota Statutes and local ordinances;
- Be duly licensed and inspected by the State of Minnesota;
- Have a maximum loaded weight not to exceed 40,000 pounds;
- Have a two (2) way communication device;
- Have a first aid kit;
- Have an approved fire extinguisher;
- Have warning flashers;
- Have a broom and shovel for cleaning up spills;
- Have warning alarms to indicate movement in reverse;
- Have a sign on rear of vehicle which states "This vehicle makes frequent stops";
- All of the required equipment must be in proper working order.
- All vehicles must be maintained in proper working order and be as clean and free of offensive odors as possible.

24. Vehicle Inspections

All proposed services, trucks and facilities are subject to inspection, approval, and acceptance by the City. The City will give reasonable notice of such inspections. The Contractor will not be responsible for normal City inspection costs.

25. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Contract. Contractor's personnel shall be trained both in program operations and in customer service, and insure that all personnel maintain a positive attitude with the public and in the work place, and shall:

- Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- Make a concerted effort to have at all times a presentable appearance and attitude.
- Wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.
- Manage curbside trash carts in a careful manner so as to avoid spillage and littering, or damage to the cart.
- Monitor for any spillage and be responsible for cleaning up any litter.
- Avoid damage to property.
- Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

26. Litter Pickup

The Contractor shall be responsible for collection and pickup of any litter spilled during cart unloading, driving or other collection operations.

27. Truck Fluid Leaks or Spills

The Contractor shall submit its plan to the City for responding to any leak, spill or other release of truck fluids (e.g., oil, fuel, anti-freeze, hydraulic fluid, etc.). This plan must provide that the Contractor respond immediately and make efforts to contain and clean the leak. Cleaning shall include complete removal of any fluid released. If grass is damaged to the point that it cannot live, the Contractor shall be responsible for turf replacement. The City will have sole authority to determine if the cleaning and/or property repairs are adequate in the event of dispute. All cleaning activities must adhere to applicable local, state, and federal regulations and applicable storm water regulations and permits.

28. Safety

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

The Contractor shall submit a detailed safety plan to the City for review and approval within two (2) months after executing this Contract. This safety plan shall address all elements of this Contract including (but not limited to) trash, yard waste, and bulky waste collection operations.

The annual report and work plan shall have a safety component to report any incidents and recommend improvements.

29. Truck and Driver Licenses and Permits

The Contractor shall ensure that all driver and truck licenses and permits are current and in full compliance with local, state and federal laws and regulations. Contractor must have a Collection license issued by the City per City Code.

30. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this Contract. Substandard performance as determined by the City in its sole discretion will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within sixty (60) days after being notified by the City, the City may initiate contract termination procedures.

31. Liquidated Damages

The City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor fulfilling its obligations, in addition to any other remedies available to the City:

- a. Failure to respond to legitimate service complaints within twenty four (24) hours in a reasonable and professional manner – fifty dollars (\$50) per incident.
- b. Failure to collect properly notified missed collections –two hundred and fifty dollars (\$250) per incident.
- c. Failure to provide monthly and annual reports – one hundred dollars (\$100) per incident.
- d. Failure to complete the collections within the specified timeframes without proper notice to the city – one hundred dollars (\$100) per incident.
- e. Failure to clean up litter or spills that knowingly occur during collection operations – two hundred fifty dollars (\$250) per incident.
- f. Failure to report on changes in location of trash disposal – two hundred fifty dollars (\$250) per incident.
- g. Making changes to the Collection and Disposal systems prior to receiving City approval to implement any such change – five thousand dollars (\$5,000) per incident.

These amounts will be for liquidated damages for losses suffered by the City and not penalties. Ten (10) or more such incidents in a six (6) month period may constitute grounds for termination of Contract and not subject to cure.

32. Accommodations for Road and Other Construction Projects

The City, County and State reserve the right to improve any street or alley. Such road construction projects may temporarily prevent the Contractor from traveling its accustomed route or routes for collection. The City shall contact the Contractor prior to each construction season to determine areas of conflict and possible alternate routes or

solutions. The Contractors shall work with the City to maintain regular or modified service during street reconstruction projects.

TRASH COLLECTION REQUIREMENTS

33. Trash Carts

All occupants of residential dwelling units in the City shall be required by ordinance to keep trash in approved wheeled trash carts, not trash cans. Standardized trash carts will be purchased and owned by the City but delivered, maintained and inventoried by the Contractor. Carts shall be received, assembled, distributed, warehoused, and maintained by Contractor. The Contractor shall take reasonable care to prevent damage to residential carts during collection. Contractor shall repair or provide sanitized replacements in accordance with the City policy for replacement of carts. Requests for replacement of existing carts must be handled within five (5) business days after the request is received. Repairs to existing carts must be handled within five (5) business days from the time the request is received. The Contractor shall document and report the cart replacement and repair rate in accordance with the City's Trash Cart Policy and Procedures (to be adopted within two months of the execution of this Contract). The Contractor will be responsible for managing and completing warranty work on the carts. Residents shall have the option of requesting an additional cart(s) for an additional fee as specified in Section 57 of this Contract.

34. Cart Purchasing Plan

As soon as possible after final execution of this Contract, the City shall develop a cart purchasing plan and schedule in coordination with the Contractor. The Contractor shall review and comment on this cart purchasing plan.

35. Resident Survey to Determine Cart Size Selection

One element of the City's cart purchasing plan will be the resident survey to determine cart size selection. The Contractor shall assist the City in conducting a survey of all eligible households (i.e., SFD's) to determine their cart size selection. The contractor will not be financially responsible for the cart survey work, the execution of the survey or its results. The results of this survey shall include a cart delivery schedule by residential address produced by the City.

36. Cart Distribution and Management Plan

Within two (2) weeks after the City adopts its cart purchasing plan, the Contractor shall develop a cart distribution and management plan in coordination with the City. The City may elect to include its cart manufacturer as part of the team to plan for cart distribution and management. The Contractor may elect to include any cart management subcontractor as part of the cart purchase / distribution team.

37. Same Day Collections with Recycling Service Areas

The Contractor shall collect trash weekly from residents with weekly service. The Contractor shall collect trash every other week (EOW) from residents with authorized EOW service.

Trash shall be collected on the same days corresponding to City recyclable collection days whenever possible with the exception of collection on Saturdays within agreed-upon “holiday weeks”. (For more details, see RFP, including Attachment A: Map of Weekly Recycling and Trash Collection Areas).

38. Point of Collection

Nearly all trash collection service will occur at the curb, with the following exceptions:

- a. Elderly residents or those with short or long-term physical limitations who require house-side “walk-in” collection service.
- b. Alley collections for the few, designated blocks that do not have adequate access to curbside trash collection service due to the topography of the street and boulevard. (For more details on the current list of residents that need alley collections, see the August 2, 2011 RFP Addendum.)

39. Collection Schedule Deadline

If the Contractor determines that the collection of trash will not be completed by 7:00 p.m. on the scheduled collection day, the Contractor shall notify the City by 4:30 p.m. that same day and request an extension of the collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion. If the City’s designated contact persons cannot be reached, the Contractor will request the City Manager.

40. Trucks Shall Be Equipped with Automatic Lifters

The Contractor shall provide automated trash collection service. The Contractor shall work with the City to assure that the City’s trash cart specifications are compatible with the Contractor’s automatic lifters. The Contractor’s automatic lifters must be operated and maintained so as to not cause damage beyond normal wear and tear to collection carts.

41. Trucks Shall Be Equipped with Wind Screens

The Contractor’s truck dumping hoppers must be outfitted with windscreens or shields to minimize wind-blown litter when tipping the carts.

42. Trucks Shall Be Equipped with RFID Data Management Systems

The Contractor’s trucks purchased and used for the City shall be equipped with on-board radio frequency identification (RFID) systems to read the RFID tags installed in the City trash carts when the carts are emptied in the Contractor’s trucks. Other trucks that do not regularly serve Maplewood, but may occasionally be used as backup vehicles, are not required to have these automatic overload prevention devices. The RFID system shall be based on the ultra-high frequency (UHF) standard of 860 – 960 MHz which is compliant with the International Organization for Standards (ISO) 18000-6 standard. Additional technical specifications for the RFID tags and truck-mounted scanners (including antennae and readers) shall be developed by the City in cooperation with the Contractor.

43. Trucks Shall Be Equipped with Automatic Overload Prevention Devices

The Contractor's trucks purchased and used for the City shall be equipped with on-board scales and automatic overload prevention devices that shut off the truck's packer system when the load reaches its maximum capacity. (For more details, see Allied's August 19, 2011 proposal and August 30, 2011 response.) Other trucks that do not regularly serve Maplewood, but may be occasionally used as backup vehicles, are not required to have these automatic overload prevention devices.

44. Procedure for Handling Prohibited Materials

If Contractor determines that a resident has set out prohibited materials, the driver shall use the following procedure:

- a. Contractor shall leave the prohibited materials in the resident's curbside trash cart and leave an "education tag" indicating prohibited materials and the proper disposal method and/or other disposal options.
- b. The driver shall record the address and the Contractor shall report the address to the City in the required monthly report.

If this procedure for handling prohibited materials is not feasible for automated collection systems, the Contractor must specify and demonstrate alternative public education methods to the City for its approval so that prohibited materials are not accepted and collected.

YARD WASTE COLLECTION REQUIREMENTS

45. Voluntary Yard Waste Subscription Service

The Contractor shall provide City residents the option to subscribe to separate yard waste collection service. The residents' request to subscribe for separate yard waste collection service shall be submitted to the Contractor in writing (e.g., via post card, email or web based form) by March 1 each year. The separate yard waste collection service shall be from April 1 through November 30 each year.

The extra fee allowed to be charged by the Contractor to subscribing households is noted in Section 66.

Residents may arrange for special, one-time collections of yard waste even without subscribing. Such arrangements must be made with the Contractor directly. Such special, one-time collections of yard waste will have a separate per bag fee imposed as noted in Section 66.

46. Yard Waste Cart Requirements

The Contractor shall provide a separate, 60-gallon yard waste cart to City residents eligible for trash service that subscribe for this additional yard waste collection service. City residents shall have the choice to subscribe to this optional service. The yard waste cart shall have unique labeling (e.g., "Yard Waste") and City-approved resident instructions. The yard waste cart shall be a separate color as approved by the City.

47. Compostable Yard Waste Bags Required for Overflow

As per the RFP.

48. Base Yard Waste Service Level and Allowed Overflow Amounts

The Contractor shall allow residents to fill their yard waste cart and place up to five (5) compostable bags of overflow yard waste next to the yard waste cart per week, per collection without incurring overflow charges by the Contractor. The Contractor may charge a per bag overflow charge for any bags over five (5) bags.

49. Scheduled Months for Yard Waste Collection Service

Separate yard waste collection shall be provided from April 1 through November 30, weather permitting.

50. Contractor Education Tag Required if Yard Waste Collection Service is Refused

As per the RFP.

51. Delivery to Permitted Yard Waste Facilities

As per the RFP.

52. Yard Waste Education

As per the RFP.

BULKY ITEM COLLECTION REQUIREMENTS

53. Special Bulky Items Collection

As per the RFP.

54. Special Electronic Waste Collections

As per the RFP.

OTHER COLLECTION SERVICE REQUIREMENTS

55. Separate Christmas Tree Collection Service

As per the RFP.

56. Food Waste and Other Organic Waste

The City may initiate an organic waste pilot collection program. The Contractor shall participate with the City in the planning and design of this pilot collection project. Prices, scope and schedule for any such additional separate collection services will be negotiated as part of the planning for this project.

BILLING FOR SERVICES

57. Base Collection Fee (BCF) for Trash

The BCF for the first cart, every week service, is \$4.39 per household per month. The BCF for the first cart, for every other week (EOW) service, is \$3.14 per household per month. These BCF rates are exclusive of County Environmental Charge and State Solid Waste Management Tax. (See RFP for more details.)

58. Additional Trash Cart Price

The additional collection price for each additional trash cart is \$2.00 per cart per household per month. This additional cart price is fixed for the term of this Contract and shall not be adjusted. (See RFP for more details.)

59. Additional Overflow Trash Bag Price

The additional collection price for each overflow bag of trash is \$4.00 per bag. This additional overflow trash bag price is fixed for the term of this Contract and shall not be adjusted. (See RFP for more details.)

60. Portion of BCF related to fuel vs. non-fuel costs

The percentage of BCF allocated to non-fuel related items is seventy-six percent (76%). The percentage of BCF allocated to fuel-related items is twenty-four percent (24%). (See RFP for more details.)

61. CPI Price Adjustment on the Non-Fuel Portion of the BCF

The collection fees for 2012 will be the BCF in Section 56. The non-fuel portion of the BCF payable for each successive Contract year shall equal the BCF fee payable for the previous year adjusted proportionately by the annual Consumer Price Index (CPI). June will be defined as the benchmark CPI index month. The non-fuel portion of the BCF will be adjusted by the relative change each year compared to the benchmark CPI index, or three percent (3%), whichever is lower. The published index for determining the annual percent change of the CPI will be the Federal Reserve Bank of Minneapolis. Each annual adjustment of the non-fuel portion of the BCF will be based on the benchmark CPI index of the previous year. For example, the non-fuel portion of the BCF for all of 2013 will be based on the proportional change in the CPI index from June 2012 compared to June 2011.

62. Fuel Adjustment on the Fuel Portion of the BCF

The fuel portion of the BCF will be adjusted annually to reflect the percent change in indexed diesel prices. The index shall be the "Retail, On-Highway Diesel Prices – Average All Types, Midwest Region" as determined and published by the Energy Information Administration (EIA). The benchmark date shall be defined as this fuel index on June 1 of each year. The fuel portion of the BCF payable for each successive Contract year shall equal the BCF fee payable for the previous year adjusted proportionately by the annual fuel index. The fuel portion of the BCF will be adjusted by the relative change each year compared to the benchmark date. For example, the fuel

portion of the BCF for all of 2013 will be based on the proportional change in the fuel index from June 1, 2012 compared to June 1, 2011.

63. Trash Disposal Fees

(See RFP for more details)

20-gallon service (every other week)	= \$1.08 per household per month
20-gallon service (weekly)	= \$1.62 per household per month
30-gallon service	= \$2.58 per household per month
60-gallon service	= \$3.52 per household per month
90-gallon service	= \$4.58 per household per month

64. Trash Disposal Fee Adjustments

The trash disposal costs in the Contract will be adjusted annually to reflect changes in actual tipping fees. The actual 2012 tipping fee at the trash disposal facility will be defined as the benchmark year disposal price. The Contractor's trash disposal costs will be adjusted proportionally each year based on the change in actual tipping fees compared to the 2012 benchmark year tipping fees. The Contractor shall notify the City as soon as the tipping fees for the next year are known, approximately in November each year.

If the currently designated trash disposal facility changes its tipping fee by more than ten percent (10%) in the middle of the year, the Contractor may immediately notify the City and request a mid-year trash disposal fee adjustment. Any such mid-year adjustment must be accompanied by an insert in the next cycle of billing statements explaining the reason and amount of the adjustment. This insert must be pre-approved by the City before printing and release or posting on any web page.

65. Trash Cart Exchange/Replacement Delivery Fee

(See RFP for more details)

Once all carts are delivered to initiate the new trash collection system under this Contract, residents shall be allowed to change their cart size a maximum of once per year without incurring an exchange fee. The Contractor's price to deliver a cart or carts thereafter as an exchange or addition to an existing household, as a one-time price per occurrence, is \$10.00 per each occurrence. This additional cart exchange/replacement delivery fee is fixed for the term of this Contract and shall not be adjusted.

66. Yard Waste Removal Fee

The annual price per household for separate yard waste collection/disposal service collected once per week for eight months of the year (April through November) is \$79.50 per household per year for a standard 60-gallon yard waste cart.

Special one-time collections of yard waste may be ordered by eligible residents to the Contractor. The Contractor may charge up to \$3.50 per bag for this special one-time yard waste collection service.

These yard waste removal fees covers both the Contractor's costs of collection operations and disposal tipping fees the Contractor pays at a yard waste transfer facility.

67. Yard Waste Disposal Tipping Fee

The yard waste transfer facility specified by the Contractor is Specialized Environmental Technologies (SET), 630 Malcolm Ave, Minneapolis, MN. The current yard waste tipping fee at SET is \$38.00 per ton (or equivalent to \$9.50 per cubic yard). This 2011 tipping fee price shall be established as the benchmark rate for calculating any changes in the yard waste tipping fees in future years.

This Contract specifies that fifty percent (50%), or \$39.75 per household per year, is the base yard waste collection fee (BYWCF).

68. Yard Waste Disposal Tipping Fee Adjustment

The Contractor shall inform the City by March 1 of each year the yard waste disposal tipping fee that the Contractor will be charged for the upcoming composting season. The Contractor may also request a yard waste tipping fee adjustment if there is a change compared to the 2011 benchmark rate. The Contractor's yard waste disposal cost portion of the yard waste removal fee will be adjusted proportionally each year based on the change in actual tipping fees compared to the 2011 benchmark year tipping fees.

69. BYWCF Annual Adjustment

The BYWCF will be adjusted annually proportionally by the same portions of "nonfuel" and "fuel" related costs as per the proposed BCF for regular, residential trash collection fees as specified in Sections 58, 59 and 60 of this Contract above.

70. Yard Waste Overflow Fee

The per bag overflow charge for extra yard waste collection service above the five (5) bags included in the base level of BYWCF is \$3.00 for each overflow bag.

71. Special Bulky Items Fee

(See RFP for more details)

The price per collection occurrence for bulky items that require special processing is \$30.00 per item. These special bulky items include household items that require special processing to remove harmful substances, such as Freon or mercury, and may include (but are not limited to) items such as refrigerators, freezers, air conditioners, dehumidifiers, electronic waste, or thermostats.

72. Electronic Waste Fee

(See RFP for more details)

The price per collection occurrence for electronic waste that requires special processing is \$30.00 per item.

73. Other Bulky Items Fee

(See RFP for more details)

The price per collection occurrence for other bulky items that do not require special processing is as follows:

Item	Price
Bathtub (cast iron)	\$ 24.00
Bathtub (Steel or Fiberglass)	\$ 20.00
Bed - Headboard/Footboard (each item)	\$ 12.00
Bed Frame	\$ 10.00
Book case	\$ 14.00
Couch	\$ 18.00
Couch w/ hide a bed	\$ 24.00
Desk	\$ 14.00
Dinning Room Table	\$ 20.00
Dresser	\$ 15.00
End-Table	\$ 10.00
Grill Charcoal	\$ 10.00
Grills Gas (no propane tanks)	\$ 15.00
Hutch	\$ 20.00
Kitchen Chair	\$ 7.50
Kitchen Table	\$ 20.00
Lawnmower or Snow blower (liquids must be drained)	\$ 24.00
Love Seat	\$ 20.00
Mattress or Box Spring (King Size)	\$ 24.00
Mattress or Box Spring (Queen Size)	\$ 24.00
Mattress or Box Spring (Twin /Full in Size)	\$ 15.00
Office chair	\$ 10.00
Recliner / EZ chair	\$ 15.00
Roll of Carpet (must be cut down so one person can handle it)	\$ 5.00
Tire	\$ 20.00
Tire with rim	\$ 24.00
Toilet	\$ 14.00

74. Credits for Extended Vacations

Residents shall be given credit on their next trash bill for extended vacations of at least three (3) weeks or more. The value of the vacation credit shall be up to the prorated weekly cost based on the total monthly collection charges (including all disposal fees, taxes, and other charges) as per the Contract.

INSURANCE AND OTHER LEGAL REQUIREMENTS

75. Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance as itemized below.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on an ACORD Insurance Certificate. A thirty (30)-day written notice is required if the policy is canceled. The Contractor shall require any of its sub-contractors, if sub-contracting is allowable under this contract, to comply with these provisions.

75.1 *Workers Compensation Insurance*

Workers Compensation insurance shall meet the statutory obligations with Coverage B - Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

75.2 *Commercial General Liability Insurance*

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage on any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The Contractor should provide evidence of in-force pollution legal liability with limits of not less than \$5,000,000 per occurrence.

75.3 *Commercial Automobile Liability Insurance*

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

76. Transfer of Interest

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract, either by assignment or notation, without the prior written

approval of the City. Consent by the City shall not be unreasonably withheld, delayed or qualified. The Contractor shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination.

77. Non-Assignment and Bankruptcy

The parties hereby agree that the Contractor shall have no right to assign or transfer its rights and obligations under said Contract without written approval from the City. In the event the City or its successors or assigns files for bankruptcy as provided by federal law, this Contract shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

78. Dispute Resolution and Arbitration Procedures

The parties agree that any controversy or claim arising out of or relating to this Contract or the breach thereof, shall be settled, at the option of the Contractor, by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the arbitrator(s) may be entered in any court with jurisdiction thereof.

79. Performance Bond

The Contractor shall provide a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$300,000. The responsibility for renewal is the responsibility of the Contractor. The performance bond shall be executed by a corporate surety company authorized to do business in the State of Minnesota. This Contract shall be subject to termination by the City at any time if the performance bond shall be cancelled for whatever reason.

The Contractor's performance bond must be in effect as a condition of final execution of this Contract. The Contractor shall submit adequate documentation of the performance bond for City approval at the time of final execution of this Contract.

80. General Compliance

The Contractor agrees to comply with all applicable local, state and federal laws and regulations governing funds provided under this Contract. The Contractor shall pay its employees performing the work under this contract a living wage. Living wage may be defined pursuant to the Living Wage Calculator produced by Pennsylvania State University as a means to estimate the cost of living within specific geographic locations. (For more information, link to the Living Wage Calculator for Ramsey County, MN at: <http://www.livingwage.geog.psu.edu/counties/27123>.)

81. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or subcontractors of the

Contractor only and not of the City; and any and all claims that might arise, including worker's compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

82. Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract, any resulting environmental liability that is a result of this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract.

83. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

84. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of six (6) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for six (6) years after final disposition of such property.

85. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

86. Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

87. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

88. Contract Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured after sixty (60) days written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of termination minus any reasonable damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

89. Employee Working Conditions and Contractor's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable local, state and federal laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for worker's compensation or safety violations and standard operating procedures documents.

90. Contract Amendments

Any amendments to this Contract shall be valid only when reduced to writing, and duly signed by the parties.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written.

City of Maplewood:

By _____
Chief Executive Officer

By _____
City Manager

Date: _____

Date: _____

By _____
Chief Operating Officer

By _____
Mayor

Date: _____

Date: _____

APPROVED TO FORM

By _____
City Attorney

Contractor:

By _____
Area President

Date: _____

A Trash Collection Services Proposal Presented to the City of Maplewood



by Allied Waste Services



August 19, 2011



August 19, 2011

City of Maplewood
Ms. Shann Finwall
1830 County Road B East
Maplewood, MN 55109

Dear Ms. Finwall,

Thank you for inviting Allied Waste Services to present a proposal for the trash removal services to the City of Maplewood. We look forward to developing a long-term partnership with Maplewood.

We believe Allied Waste's goals and abilities are aligned with the City's trash service goals. Allied Waste looks to:

- 1) lower your resident's trash service costs,
- 2) limit your costs on road repairs,
- 3) increase resident satisfaction with standardization,
- 4) offer improved safety measures, and
- 5) decrease the impacts that several trash haulers have on a community.

We have the experience (serving the Twin Cities since 1948), we'll have brand new trucks for Maplewood, create uniformity with aesthetically pleasing cart colors, designs, sizes, etc. Our goal is to make these services easy for your residents and for the City. We will exceed your highest expectations.

Please contact me if there are any questions, thoughts or concerns. Thank you.

Most Sincerely,

Rich Hirstein
Allied Waste Services
Sr. Area Municipal Services Manager
(952) 946-5330
RHirstein@RepublicServices.com



Allied Waste's Response to the RFP

Allied Waste accepts, understands and will fully comply with all elements in the **Introduction, Section 1** of the RFP.

Allied Waste accepts, understands and will fully comply with all of the **Definitions** in **Section 2** of the RFP. Where necessary below and on the next pages, we've included a few extra thoughts about how Allied Waste would handle these requirements.

Added Value Services

Allied Waste will be offering Added Value services to our proposal.

Additional Overflow Trash Collection Service

Anticompetitive Conduct

Allied Waste does not participate in anti-competitive behavior.

Automated Collection

Allied Waste will be using fully automated trucks for the City of Maplewood.

Base Collection Fee (BCF)

Bulky Items

Allied Waste will be offering Bulky Item collection services in this proposal.

Bulky Items Requiring Special Processing

City's Designated Contact Persons

Collection

Collection Service

Competitive Proposal Development Period

Contract

Contractor

Contractor's Annual Trash Public Education Flyer

Allied Waste looks forward to working with the City to develop ideas to make sure that the information we produce is the best, most informative and comprehensive. Our current (and annual) educational/informational pieces are described later in this proposal and will include all of the items you are requiring—and more.



Contractor's Trash Bill

Day-Certain Collection

Allied Waste will be adhering to the City's current Day-certain collection schedule.

Disposal Facility

Districts (See also "Service Areas")

Electronic Waste

Every-Other-Week Collection Trash Collection Service

Food Waste (See also: "Organic Waste")

Hazardous/Toxic Waste

Litter Wind Screens

Yes, we have (and will have) wind screens or shields mounted on all of our collection vehicles dumping hopper.

Major Appliances

Manual Collection

Multi-Family Dwelling (MFD) Units

Organic Waste (See also "Food Waste")

Other Bulky Items (Not Requiring Special Processing)

Prohibited Mailings

Prohibited Waste

Regular, Residential Trash Collection Service

Residential Dwelling Unit

Residential Trash Rates

Resource Recovery Facility

Respondent

RFID (Radio Frequency Identification)

We believe that Allied Waste is the ONLY service provider in the Twin Cities who currently uses RFID technology for the purposes of electronic monitoring, data collection and data analysis by stop (or "account") as part of modern residential and other trash and recyclables collection systems.



Semi-Automated Collection

Service Areas (See also “Districts”)

Single-Family Dwelling (SFD) Units

Special Bulky Item Collection Service

Special Walk-In Collection Service

Allied Waste will gladly provide these services for any person who needs them.

Proposal Team

Allied Waste will not be teaming with other trash hauling companies for these services.

Tipping Fees

Town Home

Trash

Trash Cans

Trash Carts

Volume Based Fee Schedule

Yard Waste

Allied Waste accepts, understands and will fully comply with all of the **General Requirements for All Collections in Section 3** of the RFP. Where necessary below and on the next pages, we’ve included a few extra thoughts about how Allied Waste would handle these requirements.

Residential Trash Collection – General Description

Exclusions

Contractor Licensing Requirements

As a current waste service provider in Maplewood, we are licensed and certainly hope to continue providing these services long into the future.



Collection Vehicle Equipment Requirements

Trash Carts

Special Every-Other-Week Collection Frequency

Trash Cart Collection Point

Special Walk-In Collection Service

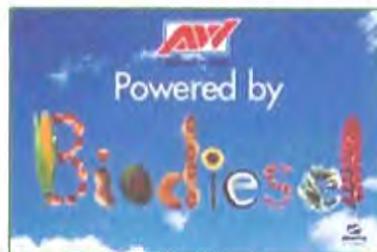
Allied Waste will certainly provide this service for any resident who requires this level/type of service.

Municipal, County and State Road Construction Projects that May Impact the Contractors Truck Routes

Pollution Reduction and Environmentally Sustainable Initiatives:

What are Allied Waste's Environmental Initiatives and Commitments?

There are a significant number of things that Allied Waste has been doing and will continue to do that demonstrate environmentally sound business decisions and actions. The City of Maplewood can be assured of the commitment Allied Waste is making for a cleaner tomorrow.



Locally, and nationwide, Allied Waste is committed to sound environmental stewardship and will work closely with customers to help them achieve their own "green" goals. The company's environmental initiatives extend beyond the management of waste volumes and include alternative energy generation and the introduction of clean-burning alternative fuels into its fleet.

In the Twin Cities our trucks run on B2 Bio diesel fuels. All of the new trucks that have been ordered meet or exceed the local and federal regulations required for use of alternative fuels in these vehicles. We have also made a multi-million dollar commitment to Single Sort recycling here in the Twin Cities, which allows us to run our recycling trucks on an every other week schedule rather than a weekly schedule. Not only does this cut our service routing from 52 recycling pickups per year to 26 times a year, but each stop at the curb is nearly half the time using the automated side load trucks and the cart---rather than the conventional rear load or side (trough) load that is much slower and requires weekly service. This change allows us to save over half the normal fuel usage and stay off the streets of your city 26 more times per year.

In the area of alternative energy, Allied Waste is a leader in advancing landfill Gas-to-Energy (GTE) solutions. Our company currently has 52 landfill gas-to-energy projects underway, including 41 electric-generation plants, operating at facilities owned or operated by the company's subsidiaries



across the country. In the San Antonio area, Tesson Road Landfill has one of the top electric-generation plants, and it is currently supplying power to more than 7,500 homes. Locally, at our disposal site in Inver Grove Heights, our Gas-to-Energy processing is powering over 8,000 homes a month! The emission reduction achieved by Allied Waste's current projects nationwide is equal to removing approximately 2.6 million vehicles from the road each year, providing heat/power to approximately 240,000 homes, or receiving the benefits of planting 3.7 million acres of trees. In addition, the company has over a dozen projects in permitting stages or under construction.

The emission reductions achieved by our current projects nationwide is equal to removing approximately 2.8 million vehicles from the road each year, providing heat/power to approximately 280,000 homes, or the carbon sequestration capability of 3.5 million acres of pine or fir forests.

Allied Waste also is introducing clean-burning alternative fuels into its fleet. In San Mateo County, California, where Allied Waste serves more than 100,000 residential and commercial customers, the company has converted its entire 225-heavy-duty truck fleet to clean-burning biodiesel fuel. This achievement will make it one of the largest users of B20 biodiesel in Northern California and reduce the company's local carbon emissions by more than 3.3 million pounds each year -- the equivalent of taking more than 315 cars off roadways annually. With the conversion of its San Mateo County fleet, Allied Waste is replacing some 80,000 gallons of ultra-low sulfur petroleum diesel each month with clean-burning alternative fuel produced from local renewable resources.

Through more than 50 landfill gas-to-energy facilities (including, as mentioned previously, our Inver Grove Heights facility), we capture and convert methane gas, which is naturally created at landfills, and create a renewable energy source. This low-cost, eco-friendly resource is used nationwide in a variety of ways – from the generation of electric power and industrial boiler fuel to powering industrial production – and is just one of the options we are exploring to turn waste into energy.

What Specific Environmental Strategies are we using in the Twin Cities today?

Allied Waste is currently using the following environmental strategies to further reduce our carbon footprint and increase our environmental efficiencies. Through these actions we have reduced our local carbon footprint by 25-30%!

- We are using bio-diesel fuels in all of our trucks,
- Using state-of-the-art route mapping software (Route Auditor3) to ensure the MOST efficient routing plans possible. We use GPS tracking technology and our years' of experience to make sure we have the best possible and safest service sequences,
- We have developed an extensive "Model Shop" program that makes us the most efficient repair and maintenance operation in the industry,
- We have implemented a complete tire maintenance program. Our drivers are required to measure tire pressure twice daily to ensure optimal tire pressure - leading to improved fuel efficiency. We have reviewed proper tire choice to improve tire safety and contact surface area while increasing wear life. IN TOTAL, HAVE REDUCED TIRE CONSUMPTION BY OVER 400 TIRES ANNUALLY!

- We have conducted complete energy audits with Excel Energy at all of our offices and shops and have implemented strategies to reduce our total energy consumption by nearly 20%. Both gas and electric savings!
- Our Combined Frequency Safety Rating is tops in the industry.
- Our route drivers attend two formal safety meetings a month and numerous informal sessions we call “tailgate trainings” where supervisors offer support and constant instruction on efficiency and safety,
- Our commercial fleet is equipped with a system call Fleetmind that operates on GPS and helps us route our vehicles and provide extra services efficiently,
- We have installed auto shut off's on trucks to prevent idling that lasts over 5 minutes...thus saving fuel consumption and emissions,
- We have a spill kit located on each truck to be used to minimize environmental impact in the event of a hydraulic spill, drivers are highly trained in their use,
- We have invested in a Mobile Filtration System with Smart Kit by Schroeder Industries to reuse and recycle all hydraulic oil in our entire local fleet. Will save over 11,000 gallons of hydraulic oil on an annual basis. That savings will equal 33,000 gallons of oil saved locally over life of this 3 year contract.
- We recycle 100% of all of our waste oil and waste oil filters,
- We invested in parts washers that utilize 100% recycled fluid and have completely eliminated all hazardous waste material from our operation.
- We have also been partnering with Minnesota Environmental Initiative and the Green Fleet program for the last three years to install an exhaust after treatment system on our trucks called a DOC or diesel oxidation catalyst which collects and burns particulate matter coming from the exhaust stream. We have installed are working to further equip more trucks with them
- Have also been working with Donaldson companies as a test site for them to put their newest exhaust treatment systems on for the last three years. Currently have 3 trucks and transfer station loader with test equipment on them.
- We were partnered with Mack trucks to be a pilot location to test their newest truck with the SCR 2010 emissions equipment (urea injection)
- All metal (steel, aluminum, brass), fluorescent light tubes, brake shoes, tires, anti-freeze are all recycled.
- Testing extended engine oil drain intervals to minimize the amount of engine oils used annually.



These are just some of things we have done locally to minimize our carbon footprint. We are committed to an industry leadership position in this regard. At Allied Waste, we certainly believe we are the industry leader in environmental passion and hold a strong environmental leadership position.

What are some of the other things that Allied Waste is doing to reduce Greenhouse Gas Emissions?

This sophisticated piece of equipment (which is locally produced by Donaldson Companies of Bloomington, as mentioned on the previous page) is cutting our diesel fuel emissions by over 20%! This Diesel Oxidation Catalyst re-burns the emissions, thus total emissions are significantly reduced. We have invested in this extra equipment because it is the right thing to do and because of our commitment to the environment. It is not just good company policy; it is the best way to be a committed steward for the earth.

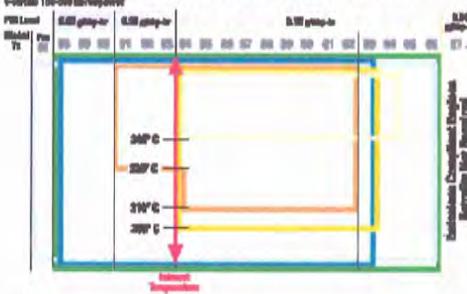
Emissions Retrofit Solutions for On-Road Diesel-Powered Vehicles



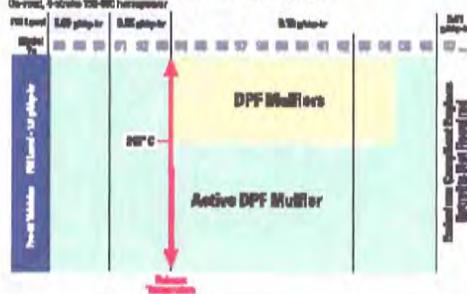
Donaldson was the first to introduce tailpipe and crankcase retrofit solutions to support of the U.S. EPA & California ARB initiatives designed to reduce greenhouse gas emissions.

Color Legend:
The colored outlines within the model year chart below represent a Donaldson retrofit solution.

Verified Product Coverage by Engine Model Year



California ARB Bact Product Coverage



Verifications

California ARB Site: <http://www.arb.ca.gov/diesel/ver/dieselver.htm>

U.S. EPA Clean Retrofit Web Site: www.epa.gov/cerq/retrofit/cleanretrofit.htm

Latest Solutions...

- Plumb Sprague CFS, passing verification
- LDF Muffler - passing verification
- Active DPF Muffler - passing verification
- DPF Muffler (Non-SCR)
 - CARB EO 04-002-02 - Level 2 (2005)
 - CARB EO 04-005-01 - Level 2 (2004)
 - CARB EO 04-005 - Level 3 (2004)
- DMF Muffler
 - CARB EO 04-002-02 - Level 2 (2005)
- DMF Muffler with Sprague CFS
 - CARB EO 04-002-02 - Level 2 (2005)
- DOC Muffler (Series 6400) with Sprague CFS
 - CARB EO 04-005-01 - Level 1 (2004)
- DOC Muffler (Series 6400)
 - CARB EO 04-005-01 - Level 1 (2004)
- DOC Muffler (Series 6000)
 - CARB EO 04-005 - Level 1 (2004)
 - CARB Verifies Letter Off-road (May 2002)
 - EPA ren. EGR (2002)
- DOC Muffler (Series 6000) with Sprague CFS
 - CARB EO 04-005 - Level 1 (2004)
 - EPA ren. EGR (2002)
- DOC Muffler (Series 6100)
 - CARB Verifies Letter - Level 1 (Nov. 2002)
 - EPA (Aug. 2001)
- DOC Muffler (Series 6100) with Sprague CFS
 - CARB Verifies Letter - Level 1 (Nov. 2002)

Donaldson tailpipe and crankcase solutions are patented and patent pending.
Left to right: Sprague CFS, DPF Muffler, DMF Muffler, LDF Muffler, DOC Muffler



Personnel Requirements

Our Operations Managers, Route Supervisors, Vehicle Maintenance Team Members, Dispatchers, Customer Service Team Members and General Manager are all experienced veterans and have the critical know-how to provide excellent service.

Regular Trash Collection Hours and Days

Additional, Overflow Trash Amounts

Special, Bulky Waste Collections

Special Electronic Waste Collections

Separate Christmas Tree Collection Service

Holidays

Severe Weather

Missed Collections

Direct Billing by Contractor to Residents

Allied Waste provides easy-to-read and easy-to-understand invoicing on a quarterly basis. We will follow the exact guidelines of the contract and the contracted pricing in this process.

Credits for Extended Vacations

Allied Waste believes in this policy and will fully comply with this requirement.

Customer Complaints

Our Customer Service Team is an excellent, well-trained, courteous, professional group. Our company's belief is that everyone has a responsibility for servicing the customer, doing it safely, and doing it right the first time. We will exceed the requirements here and provide unmatched service everyday in Maplewood. Our own company Customer Service policies are as stringent-- or more stringent than the City is requiring here.

City Retains Right to Specify Resident Instructions

Publicity, Promotion and Education

Allied Waste understands, accepts and will fully comply with this section of the RFP.

Proposers are encouraged to specify other public education tools that they are willing to provide. Allied Waste will utilize all of its resources to make sure that the residents of Maplewood have all the information possible. We'll use our local website, mailings, automated 'call 'em all' phone messages, etc.

Pay As You Throw

The concept of a Pay As You Throw (PAYT) rate schedule is excellent and will certainly provide an "incentive" for your residents to increase the amount of recycling/reuse and work to decrease the amount of trash/waste. We are currently on this same type of plan with our customers and believe it is best for our environment.



Weighing of Loads

Monthly and Annual Reports

Monthly and Annual reports are a fantastic way to gauge your progress and measure your successes. We look forward to providing these reports and working on any improvements that can be made! We'll fully comply with this requirement.

Annual Performance Review Meeting

We think that the Annual meeting is a wonderful time to sit down and look at how we've done together and plan/strategize for the future. We are always excited to be a part of the process and put to good use our experience and experiences we can share from other communities and other successful programs.

Scavenging Prohibited

Cleanup of Spillage or Blowing Litter

All of our personnel are required to cleanup everything that spilled or blown during the time of collection.

Payment of Disposal Facility Tipping Fees

We provide this service with and for other communities where we are the contracted waste service provider. It's easy!

Compliance with City, County and State Road Weight Limit Restrictions

Allied Waste complies with all restrictions, laws, ordinances and regulations.

Allied Waste accepts, understands and will fully comply with the **Separate Yard Waste Collection Service** requirements in **Section 4** of the RFP. Where necessary below, we've included a few extra thoughts about how Allied Waste would handle these requirements.

Residents May Subscribe to Yard Waste Service as an Option

Allied Waste currently has both contracted and subscription yard waste service offerings here in the Twin Cities area. This will be easy for us to provide to your citizens.

Compostable Yard Waste Bags Required for Overflow

Base Yard Waste Service Level and Allowed Overflow Amounts

Scheduled Months for Yard Waste Collection Service

Contractor Education Tag Required if Yard Waste Collection Service is Refused Delivery to Permitted Yard Waste Facilities

Education

Allied Waste will certainly provide easy-to-understand yard waste services education to residents who choose this service option.

Allied Waste accepts, understands and will fully comply with the **Food Waste and Other Organic Waste** requirements in **Section 5** of the RFP.

Allied Waste has organic waste services/programs in place today and would be happy to discuss the programs, plans and options the City may use.

Allied Waste accepts, understands and will fully comply with the **Designated Disposal Facilities** requirements in **Section 6** of the RFP.

Allied Waste accepts, understands and will fully comply with the **Collection Equipment** requirements in **Section 7** of the RFP. Where necessary below and on the next pages, we've included a few extra thoughts about how Allied Waste would handle these requirements.

Trucks

Automatic Lifters Preferred but Not Required

Allied Waste will use vehicles that have automated collection arm technology in the City of Maplewood. We believe that the arms will be compatible with the carts the City selects, but will not know for sure until the type and manufacturer of the carts are identified.

State and County Licenses

Clean and Well Maintained Trucks

We will be using new, state-of-the-art trucks for these services in the City of Maplewood.

All Loads Shall be Secure and Leak Proof

Registration with the City



Allied Waste accepts, understands and will fully comply with the Payment Terms requirements in Section 8 of the RFP.

- Proposed Residential Trash Rate Schedule for Direct Billing by the Contractor**
- Tipping Fee Disposal Costs Shall be Itemized Separately**
- CPI Price Adjustment on the Non-Fuel Portion of the BCF**
- Fuel Adjustment on the Fuel Portion of the BCF**
- Trash Cart Exchange/Replacement Delivery Fee**
- Proposed Fees for Other Services**
- City-Imposed Trash Cart Fee**
- Bad Debt / Delinquent Accounts**

Allied Waste accepts, understands and will fully comply with the Term of Contract requirements in Section 9 of the RFP.

Allied Waste accepts, understands and will fully comply with the City Intent to Use Competitive Procurement Process for Next Contract Round requirements in Section 10 of the RFP.

Allied Waste accepts, understands and will fully comply with the Submitting Proposals requirements in Section 11 of the RFP.

- Proposed Schedule**
- Pre-Proposal Conference**
- City's Project Contact Person**
- Addenda to the RFP/Notification of Interest in Receiving Addenda**
- Questions**



Proposals Held Confidential

Review Committee

Contract Negotiations

Cost of Proposal Preparation and Negotiation

Inspections

Availability of Information

Allied Waste accepts, understands and will fully comply with the **Proposals May be Rejected in Whole or Part** requirements in **Section 12** of the RFP.

Allied Waste accepts, understands and will fully comply with the **How to Submit Proposals** requirements in **Section 13** of the RFP.

Allied Waste accepts, understands and will fully comply with the **Proposal Content** requirements in **Section 14** of the RFP.

Qualifications Section

We are Allied Waste Services of North America, LLC, d/b/a Allied Waste Services of the Twin Cities, a Republic Services company. We are fully capable of providing the services required in this contract.

We have been providing waste/recycling services in the Twin Cities area since 1948. Formerly known as BFI Waste Services, Allied Waste Services is the second largest trash and recycling services company in North America. We are a Fortune 500® organization that in 2006, 2007 and 2008 was named by Forbes Magazine as one of the “Most Trustworthy Companies” in the United States---and we were the only waste or recycling company that was named to this prestigious list. We are very proud of our personal commitment to our customers, employees and shareholders. We believe we do things the right way and take great pride in this recognition.



Allied currently has approximately 150,000 residential customers and 12,000 commercial customers in the greater Twin Cities area, alone. We were the first company of its kind to provide residential curbside recycling nationally, and fully recognize the importance that a progressive recycling program has on a well-coordinated service plan. Currently we provide contracted waste and/or recycling services for just over twenty communities in the Twin City metro area.

Allied Waste owns and operates two recycling and processing centers here in the Twin Cities area. We are the ONLY local organization that has invested in, owns and operates two recycling facilities here. We are able to efficiently process Single Sort, Dual Sort and up to seven-sort recycling volumes using the most up-to-date automated processing equipment. Allied Waste is one of the top recycling collection companies in North America and has materials marketing contracts with some of the largest recycling mills in the world. We have good, solid sources for all of the recycling materials we currently collect curbside.

General Management

Our ability to manage the services required in this RFP are evidenced by the successful services contracts we hold with over 21 communities here in the Twin Cities. We are a financially sound organization where shares of our company are traded on the US Stock Market. Our financial results have been praised by Wall Street analysts. Our company is properly poised to be THE leader in the waste and recycling services industry for many, many years to come.

We have innovated with our RecycleBank program---the BEST recycling Rewards program in the world. We have innovated with our every-other-week approach to recycling services---cutting our trips into neighborhoods from 52 times a year to 26. Our Customer Service team is experienced, creative and has a "solve the issue in one call" mentality. They are all granted the ability to make logical decisions that lead to successful, happy customer experiences.

Bid Bond Requirement

Please see the end of this proposal for our required Letter of Intent and Bond information.

Proposers must submit at least three (3) credit references and evidence of the ability to finance the equipment needed

Summary Financial Information for Republic Services, Inc.

Updated March 16, 2011

Financial Capabilities

Republic Services is America's second largest nonhazardous solid waste services company as measured by revenue. Headquartered in Phoenix, Arizona, Republic Services provides waste collection, transfer, recycling and disposal services to millions of residential, commercial and industrial customers. Republic's team of approximately 30,000 dedicated employees is committed to delivering service that exceeds the customers' highest expectations.



The Company's 2010 Annual Report to Shareholders (Form 10K) contains financial information about the company and is submitted in response to the request for financial information. The Annual Report to Shareholders has been prepared in accordance with Securities and Exchange Commission requirements and in accordance with generally accepted accounting principles. Selected financial data can be found on pages 33 and 34 of the 2010 Annual Report. The financial statements contained in the Annual Report were audited by Ernst & Young LLP (Independent Registered Public Accountants) – Phoenix, Arizona. Their reports, which are dated February 18, 2011, are on pages 79 and 80 of the 2010 Annual Report (Form 10K). Republic Services, Inc. is a publicly owned company whose shares are traded on the New York Stock Exchange (NYSE symbol: RSG).

Summary-- 5 years of Financial Data (in millions)

	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>
Revenue:	\$8,106.6,	\$8,199.1,	\$3,685.1,	\$3,176.2,	\$3,070.6
Operating income:	\$1,539.1,	\$1,589.8,	\$283.2,	\$536.0,	\$519.5
Net income:	\$507.5,	\$496.5,	\$73.9,	\$290.2,	\$279.6
Total assets:	\$19,461.9,	\$19,540.3,	\$19,921.4,	\$4,467.8,	\$4,429.4
Stockholders' equity:	\$7,848.9,	\$7,567.1,	\$7,282.5,	\$1,303.8,	\$1,422.1

Long Term Stability and Sufficient Capital

As of December 31, 2010, Republic Services, Inc. reported total assets of \$19,461,900,000. The financial prospects for Republic Services indicate longterm stability based on the Company's assets. Republic Services has 204 transfer stations, 193 active landfills, 76 recycling facilities and 348 collection operations in 40 states and Puerto Rico. It is the Company's belief that it has the financial capabilities and sufficient working capital or access to sufficient working capital to finance and perform the required work.

Credit Information

Republic Services, Inc. of Phoenix, Arizona, is a leading provider of nonhazardous solid waste collection, transfer and disposal services.

Credit Lines

Total All Banks (as of 21511): \$ 2.75 billion

Bank References

All inquires for bank references must be made by fax.

Bank of America

Confirmation Department
 Reference: Republic Services Inc.
 Tax ID: 650716904
 Fax: 8037654882

J P Morgan Chase

Confirmation Department
 Reference: AWIN Management
 Tax ID: 760353318
 Fax: 2253324342



Credit References

Heil Environmental

2030 Hamilton Place Blvd., Suite 200
Chattanooga, TN 37421
Contact: Richard Bassett
Telephone: (423) 855-6397
Fax: (423) 855-3478
Email: RBassett@DoverESG.com

Mansfield Oil Co.

1025 Airport Parkway, SW
Gainesville, GA 30501
Contact: Erica Johnstone, Credit &
Collections Analyst
Telephone: (678) 450-2330
Fax: (770) 532-6266

Mack Truck

Vanguard Truck Center
Tower Place 200
3348 Peachtree Rd. NE. Suite 1450
Atlanta, GA 30326
Contact: Tom Ewing, President
Telephone: (404) 9639143
Fax: (404) 363-4989

FleetPride

P.O. Box 9156
Corpus Christi, TX 78469
Contact: Mr. Steven Stockseth
(Please fax requests)
Telephone: 866-221-2484 ext. 126
Fax: 361-883-3323

Wastequip

Corporate Headquarters
1901 Roxborough Road
Suite 300
Charlotte, NC 28211
Contact: Pattie Shidler
Telephone: (800) 285-0666 ext. 241

The proposer must submit the litigation history

Litigation History/Legal Proceedings

We are and will continue to be involved in various administrative and legal proceedings in the ordinary course of business. We do not believe that any of these matters will, either individually or in the aggregate, have a material adverse effect on our financial position, results of operations, cash flows or prospects.



We are involved in routine judicial and administrative proceedings that arise in the ordinary course of business and that relate to, among other things, personal injury or property damage claims, employment matters and commercial and contractual disputes. We are subject to federal, state and local environmental laws and regulations. Due to the nature of our business, we are also often routinely a party to judicial or administrative proceedings involving governmental authorities and other interested parties related to environmental regulations or liabilities. From time to time, we may also be subject to actions brought by citizens' groups, adjacent landowners or others in connection with the permitting and licensing of our landfills or transfer stations, or alleging personal injury, environmental damage, or violations of the permits and licenses pursuant to which we operate.

Although the ultimate outcome of any legal matter cannot be predicted with certainty, we do not believe that the outcome of our pending legal and administrative proceedings will have a material adverse impact on our consolidated cash flows, financial position or results of operations.

Overview of Services

Collection Proposal

Allied waste will provide a thoughtful, organized plan for collection that adheres to the current schedule for services. The residents of Maplewood will not have to adjust their schedules and learn significantly new service schedules. We will exceed the service requirements of this proposal and out-perform the performance objectives identified here. The trucks will be efficient, new vehicles that meet new federal standards for emissions and will be 100% compliant with all regulations. All licenses and permits will be obtained far in advance of the commencement of this contract.

Equipment and Route Description

Our vehicle equipment specifications are outlined in Form F of this proposal.

Cart Management and Administration

We look forward to handling all of the cart delivery, successful cart management and inventory control that is required for this partnership. We have extensive experience in large-quantity cart deployment having gone thru this on the recycling side of the business with dozens of large metro-area communities. We will develop a plan with the City to receive the cart delivery, assemble them and deliver to the residents of Maplewood. It will be well-orchestrated and efficient. We can easily manage the work that takes place after the initial deployment as well. We employ a whole cart delivery, removal and maintenance team that is professional, timely and courteous.

We have used the cart manufacturer Otto Industries for years. They supply our company with carts, handle cart management for us and successfully assist with deployment of large projects like this one.



Because of the large number of customers we have that use carts, we have significant experience dealing with “blocked carts” and on-street parking issues. Our service crews and drivers are courteous and are flexible. We leave friendly reminder notes for our customers that are not compliant with our agreed-upon service procedures. The notes work 99% of the time.

Management Plan

Allied Waste’s management structure is one where the General Manager leads us. The GM is Jim Rauschnot is a 30-year veteran of the industry (his father owned a waste services company and as a kid helped in the family business).

The GM is supported by an Operations Manager---Rich Owens. Rich has been with Allied Waste for 15 years and is the direct contact for the drivers. He teaches, supports and helps to plan all aspects of our operations mission. Rich has several Operations Supervisors that support him, the drivers and our customers.

Our Customer Service Team is lead by Connie Warmuth. Connie has many years of experience in the industry and leads a highly trained team that consistently ranks as one of the top performing groups in our company.

Our Director of Safety is John Scheffler. John is an industry veteran as well. He has nearly 20 years experience as a operations manger and Director of Safety.

Lastly, Rich Hirstein is the person that will work directly with the City’s Staff and will facilitate communication and ensure all parts are working together successfully. Rich recently celebrated his 18th year with BFI/Allied Waste and is the person ultimately responsible for the successful performance of the contract.

We prepare for any eventuality, but fully believe that the roll-out of this trash services program will be a very smooth operation. Our experience has shown us that flexibility and communication are the keys to a successful launch. Keep the people informed, develop extensive plans (and back-up plans), and work as a team. We will be successful with this in Maplewood.

We have extra vehicles in place to resolve possible truck issues and have an entire Twin Cities support system (we have three separate operations centers here in the Metro area) that will serve in a full-support role should something not go as planned. Our close working relationship with the City will ensure that questions, problems and concerns will be addressed immediately and painlessly. We understand that the customer comes first and will direct our efforts in that regard.

Clean-up Event Plan

Allied Waste will work with the City when the exact service requirements are identified. We have extensive experience in providing service at clean-up events each year (in fact we have provided service at 14 of these events this past year alone). We can provide service with all types of trucks, containers and equipment. We can service trash, bulky items, appliance recycling, electronics recycling and several other niche services.

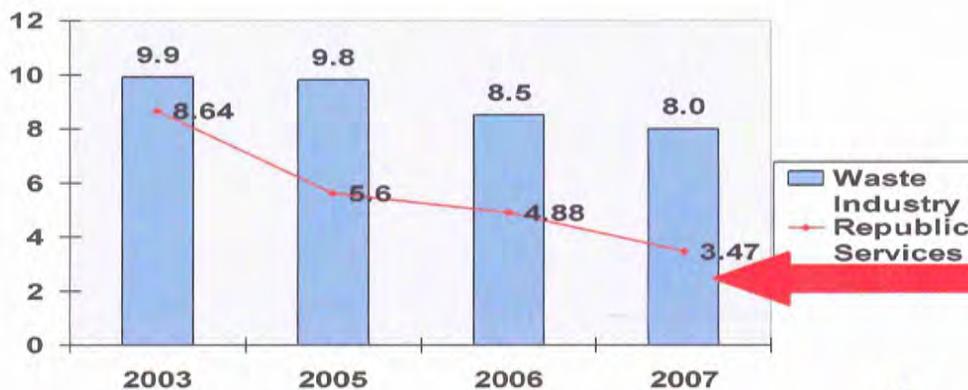


Safety Plan Required

Allied Waste's Safety Goal is simple: "To provide the Safest and Most Reliable Service in the Industry." Our company has developed an aggressive behavior-based approach to safety which has enabled us to be leaders in the industry with the BEST overall programs and results (see below).

Our company's safety plan is on file at our Eden Prairie Area office and is available whenever you would like to see it. The document is 29 pages long and covers virtually every possible scenario. My signature at the end of this proposal is confirmation to you that all of these plans are on file and in place.

Republic Services Comparison to Industry Performance



You can see we are very safe (less than half of the industry average!) Until that is a ZERO, we are not satisfied.

OSHA Recordable Injury Rate (# recordable injuries X 200,000/hours worked). 2003 -2007 NAICS 562111



- 8 -

CONFIDENTIAL



Date: August 31, 2009

The "Behavior-based" approach at Republic Services

The company designed and implemented a comprehensive, interactive safety awareness campaign to reduce the frequency of six types of losses that have historically accounted for high levels of human suffering and monetary costs throughout the industry. Begun in April 2007, the campaign focused on one category a month with emphasis on the skills required to avoid accidents in the following 6 categories:

Intersections	Employees	Rear Collisions
Rollovers	Pedestrians	Backing



- 9 -

CONFIDENTIAL



Date: August 31, 2009



Our company schedules monthly, weekly and impromptu safety meetings and discussions. We produce pieces like the poster below, left that highlight the most important “Focus 6” safety elements.

Year In Review

EMPLOYEE Slips, Trips and Falls
Watch your step! every step is critical!

Rear Collisions
STAY ALERT, STAY BACK AT LEAST FOUR SECONDS

Intersections
COVER YOUR BRAKE- be prepared to stop at stop green lights

Rollover
SLOW DOWN! TAKE CURVES BELOW THE POSTED SPEED LIMIT

Heat Consideration
STAY HYDRATED! Drink plenty of water when working in hot weather.

Backing
WATCH OUT FOR CHILDREN! Make sure the area behind your truck is clear when backing.

Pedestrian
STAY ALERT! Especially when pedestrians are not.

Employee
STAY AWARE When working in traffic!

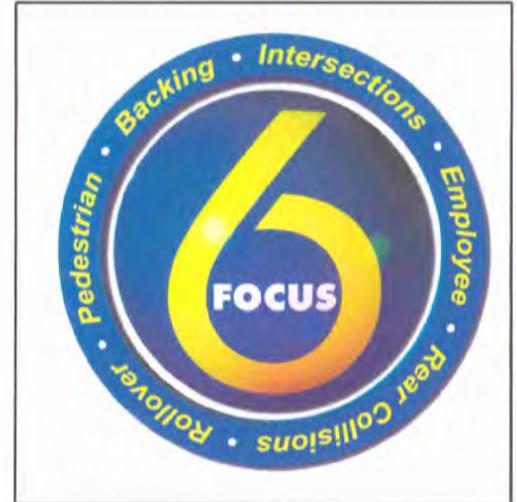
Rear Collisions
WORK WITH YOUR BRAKES - KEEP A SAFE FOLLOWING DISTANCE

Intersections
STAY BACK AND STAY SAFE Watch for slow or stopped vehicles ahead.

Backing
BE 100% SURE! Get out and look before you back.

ALLIED WASTE

SAFETY



All Allied Waste Service Personnel and Drivers:

- Are held to the highest professional standards;
- Successfully pass rigorous background checks and thorough drug testing;
- All new-hire drivers go through a minimum of 4 weeks of training that is a combination of classroom and on the job training before being allowed to work on their own;
- All drivers are subject to random drug testing throughout their career;
- All drivers wear high-visibility ANSI Class Two uniforms for safety;
- All drivers attend two safety meetings per month;
- All drivers have daily safety interaction with supervisors;
- All drivers have monthly route observations by supervisors to evaluate and coach safety and service;
- All drivers attended Defensive Driver class annually;
- All drivers have in vehicle “ride-along’s” with supervisors at least once a quarter.

We also place EXTRA safety systems on each of our trucks. These are additional items that help us maintain the lowest accident frequency rating in the industry.



In-cab camera monitor for viewing back up, side views, and hopper cameras.



This in-cab radar is for safety in backing-up.



This Air Weight scale prevents over-loading of the truck. All of our trucks have them.



These controls are mounted under the passenger seat and offer safe rear load operations when picking up extra, loose trash.

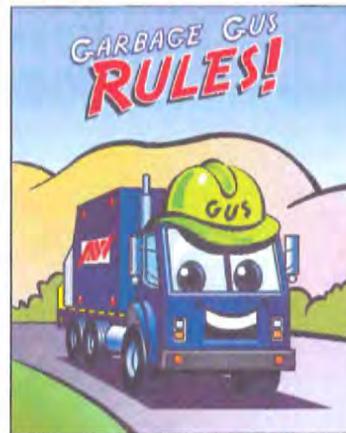
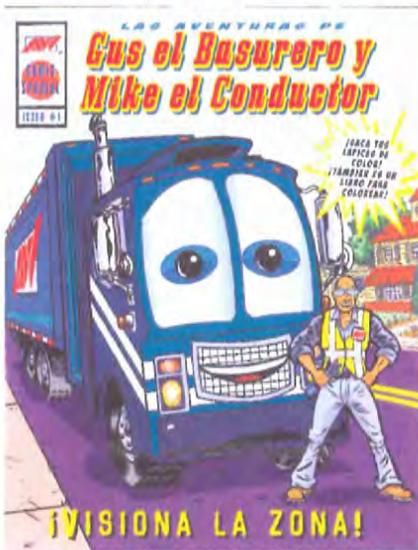
What will Allied Waste do to Promote Recycling and Safety with our Children?

With so many young children in Maplewood, it is vitally important for us to be safe each and every day. How do we do so well in the area of safety? We not only train, and teach, and re-train our employees to be safe, but we can also reach out to the kids in these neighborhoods. Here's an example of what we do to reach kids.

The safety comic book starring Garbage Man Mike (please see next page) was developed by Allied Waste to appeal to kids and teach them about being safe around the trash and recycling trucks in their community. As you can see this is our Spanish language version, but we also print an English

language version. We have distributed thousands and thousands of these comic books to kids throughout the United States over the last two years. It has been a big hit and is one component that has helped Allied Waste stay the safest organization in this industry.

Secondly, Allied Waste developed the character of “Garbage Gus” to promote safety. This is the cover of the ‘activity book’ we put together that has coloring pages, games, word searches, mazes, connect-the-dots, etc. that appeal to kids-- and at the same time teaches about safety around trash and recycling trucks. Both publications have been wildly successful and popular with kids and families around the country. We are very proud of the extra steps we take to keep our communities safe with programs like this.



Gus says ...
Play it Safe.



Our education plan is not limited to elementary school-aged children. We are absolutely dedicated to being a great partner with the residents of Maplewood. The adults are the leaders in a community---so we will make sure our leaders are properly educated on the details of recycling.

Price Proposals

Please see Form E – Price Worksheet—that we have included in this proposal.

Proposal Forms

Allied Waste will fully complete the following documents, and will be fully compliant.

Form A: Proposal Content Checklist

- ◆ Form B: Proposer Information Questionnaire
- ◆ Form C: Certification of Binding Signature
- ◆ Form D: Certification of Independent Proposal Pricing
- ◆ Form E: Price Worksheet
- ◆ Form F: Itemized Listing of Trucks and Other Collection Equipment; and
- ◆ Form G: Acknowledgement of Receipt of Addenda

Allied Waste accepts, understands and will fully comply with the Citywide vs. District requirements in Section 15 of the RFP.

Allied Waste will be providing pricing for Citywide (Option A).

Allied Waste accepts, understands and will fully comply with the Vendors May Team with Other Companies requirements in Section 16 of the RFP.

Allied Waste's service offering is complete and will certainly exceed the requirements of this RFP, exceed the expectations of City officials, elected officials and the citizens of Maplewood.

Allied Waste has used Certified Recycling for many, many years to pick up and process the appliances and electronic items that need to be recycled or disposed of from our residential customers. We will continue that relationship in Maplewood. These services will be seamless for the resident.

Allied Waste accepts, understands and will fully comply with the RFP and Proposal to Become Part of the Final Contract requirements in Section 17 of the RFP.

Allied Waste accepts, understands and will fully comply with the Evaluation Criteria and Methodology requirements in Section 18 of the RFP.

Allied Waste accepts, understands and will fully comply with the Liquidated Damages Requirements in Section 19 of the RFP.

Allied Waste accepts, understands and will fully comply with the Insurance and Other Legal Requirements in Section 20 of the RFP.



Form A: Proposal Content Checklist

Instructions: Please check off the forms and other proposal sections to assure that your proposal is complete and all forms are signed:

- Proposal cover letter
- Form A: Proposal Content Checklist
- Form B: Proposer Information Questionnaire
- Complete Responses to Section 14 of this RFP
- Form C: Certification of Binding Signature
- Form D: Certification of Independent Proposal Pricing
- Form E: Price Worksheet
- Alternate Price Worksheet (If Applicable)
- Form H: Itemized Listing of Trucks and Other Collection Equipment
- Form I: Acknowledgement of Receipt of Addenda

Form B: Proposer Information Questionnaire

Instructions: Please attach additional pages as may be necessary to properly respond to each of the following questions. This and other forms can be downloaded electronically from the City’s RFP “Trash Collection System Analysis” web page: <http://www.ci.maplewood.mn.us/trash>

If this is a teaming arrangement, please list all team members on a separate page, providing an address, telephone number, and contact for each.

1. General Contact Information

Name of Company Proposing: Allied Waste Services

Address: 9813 Flying Cloud Drive Eden Prairie, MN 55347

Telephone: 952-946-5330

Name of contact person: Rich Hirstein

Type of organization: Corporation

Is this a “Team” proposal (see Section 16 “Vendors May Team with a Maximum of Three (3) Other Companies”)? No X

References: Please provide on separate pages collection references (provide municipality, capacity [number of households per day], contract structure between the organization and the municipality(ies) or public agency being serviced, type and frequency of service provided, etc.).

Without exception, Allied Waste has worked professionally and has met or exceeded expectations (both operationally and with the administrative side) on each and every municipal recycling services contract we have held since the year 2000. The very few service questions we receive are dealt with and resolved immediately. The resident or city contact person calls either our local Customer Service team or calls me directly for resolution. I will be the contact person for the City of Maplewood, should we be awarded the services.

Listed below are the current municipal recycling contracts that Allied Waste holds in the Twin Cities:

<u>Municipality</u>	<u>Contact Person</u>	<u>Contract Start Date</u>	<u>Phone</u>	<u>E-mail Address</u>
City of Edina	Solvei Wilmot	pre 2000	952-826-0463	swilmot@ci.edina.mn.us
City of Excelsior	Cheri Johnson	2006	952-653-3675	cheri@ci.excelsior.mn.us
City of Mntnka Beach	Susanne Griffin	2006	952-471-8878	sgriffin@ci.minnetonka-beach.mn.us
City of Mound	Joyce Nelson	2006	952-472-0600	joycenelson@cityofmound.com
City of Shorewood	Julie Moore	2009	952-960-7906	jmoore@ci.shorewood.mn.us
City of Spring Park	Wendy Lewin	2006	952-471-9051	wlewin@ci.spring-park.mn.us
City of Tonka Bay	Clare Link	pre 2000	952-474-7994	clink@cityoftonkabay.net
City of Albertville	Larry Kruse	2011	763-497-3384	lkruse@ci.albertville.mn.us
City of Anoka	Pam Bowman	pre 2000	763-576-2725	pbowman@ci.anoka.mn.us
City of Champlin	Roberta Colotti	pre 2000	763-923-7111	rcolotti@ci.champlin.mn.us



City of Elk River	Rebecca Haug	pre 2000	763-635-1068	rhaug@ci.elk-river.mn.us
City of Fridley	Rachel Harris	pre 2000	763-572-3594	harrisr@ci.fridley.mn.us
City of Maple Grove	Frank Kampel	pre 2000	763-494-6365	fkample@ci.maple-grove.mn.us
City of New Brighton	Joe Hatch	2011	651-638-2061	joehatch@newbrightonmn.gov
City of Shoreview	Tom Wesolowski	2011	651-490-4652	twesolowski@shoreviewmn.gov
City of Vadnais Heights	Kathy Keefe	pre 2000	651-204-6013	kkeefe@cityvadnaisheights.com
Township of White Bear	Bill Short	2000	651-747-2758	bill.short@white-bear-township.mn.us
City of Bayport	Sara Taylor	pre 2000	651-275-4404	staylor@ci.bayport.mn.us
City of Little Canada	Joel Hansen	pre 2000	651-766-4040	joel.hansen@ci.little-canada.mn.us
City of North St. Paul	Scott Duddeck	2001	651-747-2436	sduddeck@ci.north-saint-paul.mn.us

Letters of Reference

In an effort to give you a specific feel for our efforts, relationships and our partnerships with other communities, I have included several letters of reference on the next pages. The letters were written recently for the City of Plymouth’s Recycling RFP, but reflect the high level of satisfaction we have with our customers. The WAY in which we foster our relationships with communities will likely be an important part of your decision making process.



March 18, 2011

Sarah Hellekson
City of Plymouth
3400 Plymouth Road
Plymouth, MN 55447-1448

Dear Ms. Hellekson:

I'd like to take this opportunity to provide you with a reference for the services that Allied Waste has provided to the North St. Paul. The City of North St Paul has contracted with Allied Waste for municipal trash and recycling service since 2001. In 2006, the City decided to switch from the small recycling bins and moved to Allied's single sort recycling cart service.

When we switched to single sort and additional new carts, Rich Hirstein and his group worked with us to make sure that the transition would go smoothly. They provided our residents with information on the transition to the new carts and the concept of single sort recycling. The change-over to the new program went very smoothly and City staff received few calls from residents during the transition.

The residents liked the change to the single sort cart because they no longer had to sort their recycling or carry and drag the recycling bins to the curb. The City saw an immediate increase in the number of homes recycling and a increase in the volume collected.

The Allied Waste employees that the City staff has worked with have always been professional, friendly, and helpful. The drivers who service North St Paul do a good job and react to our needs.

I am confident in recommending Allied Waste Services. They have given us good service and provided our citizens with a good value for the work that they do.

Sincerely,



Scott Duddeck
Public Works Director / Fire Chief

March 11, 2011

RE: Allied Recycling Contract
City of Shoreview

To Whom It May Concern:

Based on a recommendation from the City's proposal review committee that Allied Waste Services provided the best overall proposal for recycling services the City entered into a 5-year agreement with Allied for residential recycling services in September of 2010.

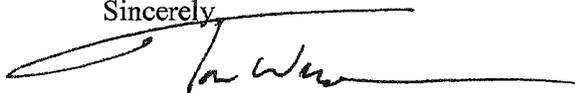
As part of the agreement Allied was responsible for supplying and delivering over 10,000 recycling carts to all the residential and multi-unit dwellings within the City. The City's existing contract was set to expire on December 31, 2010 and Allied had to have the new carts supplied and delivered by the second week of January 2011 to keep with the City's current recycling schedule. Allied started to deliver carts during the first week in December and within two weeks all of the carts had been delivered. The City currently had a single sort recycling program and three size carts were used by the residents. The City requested that residents receive the same size cart they were using with the previous hauler, which added another level of complexity to the delivery of carts.

During the cart delivery there were some mistakes that occurred with providing the same cart size as the current cart. It was expected that some mistakes would occur given the large number of carts that were being delivered. There were also errors in the database that the City provided to Allied. Allied was very responsive in switching out the carts when there was a mistake, usually the same day or the next.

The transition from the previous provider to Allied for the most part went smoothly. There were some missed pick-ups the first week, which was expected because the drivers are learning the routes. Allied was very responsive in making sure the missed carts were emptied within one day of being notified that they were missed. Over the next few collection dates the calls for missed carts have stopped.

We look forward to continuing to build our relationship with Allied over the next five years.

Sincerely



Tom Wesolowski, P.E.
Assistant City Engineer
City of Shoreview



March 14, 2011

Ms. Sarah Hellekson
Mr. Doran Cote
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447-1482

Dear Ms. Hellekson and Mr. Cote:

In January of 2006, the City of Anoka was pleased to be the first city in which Allied Waste Services implemented the single sort recycling system.

The Allied team, particularly Rich Hirstein, did a very thorough job in organizing the implementation. From delivery of carts to distribution of educational materials, the Allied team ensured our single family and multi-family households were fully equipped and educated on the program. Naturally, some concerns arose, but the Allied team worked out solutions fast and effectively and we experienced a smooth transition. In the first year alone, we saw an increase of 428 tons of recyclable materials and received positive feedback from our residents.

Both Rich Hirstein and the Allied team have provided courteous, efficient customer service to city staff and to our residents. I personally have appreciated the dependability and commitment to service that both have proven to us over the years. I would highly recommend Allied Waste Services for your residential recycling program.

Please feel free to contact me if you have any questions.

Sincerely,

Pam Bowman
Recycling Coordinator
763-576-2725
pbowman@ci.anoka.mn.us



CITY OF BAYPORT

294 NORTH 3RD STREET
BAYPORT, MN 55003

March 14, 2011

To Whom It May Concern:

It is my pleasure to write this letter of recommendation on behalf of the City of Bayport regarding Allied Waste and the services they have provided the city for the past 10 + years. I believe the longevity of this relationship speaks volumes as to their commitment to service, professionalism, and competitive pricing.

Allied Waste is committed to customer service and makes a point to respond to issues in a timely manner. They pride themselves on good communication and professional demeanor. Senior Area Municipal Services Manager Rich Hirstein is an exemplary representative for Allied Waste, who exhibits these attributes, and is always a pleasure to work with.

As a service provider, Allied Waste has gone above and beyond to foster a strong relationship with city staff and residents. They are always willing to attend public meetings to present changes in services, listen to suggestions, and answer questions. In addition, they are willing to work with the city to offer residents special programs and events, such as an annual scholarship and citywide cleanup day, which are greatly appreciated by the community.

Working with Allied Waste has been a positive experience for the city. We hope to continue this relationship for years to come.

Sincerely,

Sara Taylor
Assistant City Administrator/Recycling Coordinator
City of Bayport



City of
Maple Grove

12800 Arbor Lakes Parkway, P.O. Box 1180, Maple Grove, MN 55311-6180 763-494-6000

March 9, 2011

Doran Cote, Public Works Director
Sarah Hellekson, Recycling Coordinator
CITY OF PLYMOUTH
3400 Plymouth Boulevard
Plymouth, MN 55447

Subject: Allied Waste Services Reference

Dear Doran and Sarah:

Rich Hirstein of Allied Waste Services has asked me to submit a letter of reference to both of you regarding my experience with the service he, as my contact at Allied Waste Services, and Allied Waste Services, as our recycling vendor, has provided to me as Recycling Coordinator and to the citizens of Maple Grove.

Maple Grove has had Allied Waste Services, formerly BFI, Inc., as its recycling company since the beginning of 1992 and I have known and worked with Rich Hirstein since he became the Municipal and Residential Sales Manager since mid-2004.

I can honestly say that my working relationship with Rich has been excellent the past six plus years and the service provided by Allied Waste Services has been equally superior.

Be it Rich himself or one of his associates, they consistently and promptly get back to me with any concerns or questions I may have regarding service or billing issues. If there should happen to be a missed pickup on a recycling route, I have the cell phone number and email address of one of the route supervisors that takes care of the problem usually with only one phone call or email.

I do not recall, in the 19 years working with BFI and Allied Waste Services, having complaints of sufficient quantity and nature that drastic action needed to be taken. Usually a phone call is all it took to get the problem taken care of.

At the beginning of 2009, the City of Maple Grove converted from the 18 gallon recycling container to the wheeled cart, single sort container. Considering approximately 22,000 carts needed to be distributed, no major issues were encountered. The distribution process went pretty smoothly.

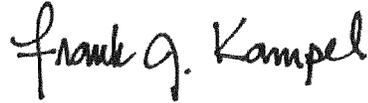
“Serving Today, Shaping Tomorrow”

AN EQUAL OPPORTUNITY EMPLOYER

City of Plymouth
March 9, 2011
Page 2

I hope this letter provides you a snapshot of the service BFI and Allied Waste Services has provided to the City of Maple Grove over the years. If you have any questions or desire to discuss anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Frank J. Kampel". The signature is written in a cursive, slightly slanted style.

Frank J. Kampel
Recycling Coordinator

FJK:rkj

Enclosure

cc: Ken Ashfeld, Director of Public Works/
City Engineer



March 10, 2011

Dear City of Plymouth Representatives,

Rich Hirstein with Allied Waste Services/Republic Services has requested a letter of recommendation in relation to their proposal for recycling services for the City of Plymouth. I am confident in providing a strong recommendation based on the many years of quality service we have received.

The City of Champlin is served by a five member consortium of haulers organized as Champlin Refuse Inc. (CRI). Tom Chovan with Allied Waste has served as the President of CRI for all of the seven years I have been here and he has been an excellent leader and representative. We have re-negotiated our refuse & recycling contract once due to its expiring and most recently due to our desire to move to a single sort recycling program. Tom & Rich have both taken the time to attend numerous Environmental Resources Commission and City Council meetings to help move us forward towards a single sort program.

On the service side we deal directly with all five haulers and the sophistication of Allied Waste's larger scale operation is greatly appreciated. They have set in place both a direct customer service contact for our staff to report service changes and issues and Tom & Rich are both personally available to resolve any extraordinary issues.

Sincerely,

Roberta Colotti, CMC
City Clerk
City of Champlin



City of Fridley

Fridley Municipal Center • 6431 University Avenue NE • Fridley, MN 55432

RECYCLING

March 16, 2011

To Whom It May Concern:

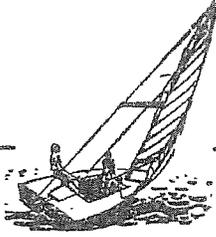
This letter is to convey our experience with Allied Waste Services / Republic Services (Allied). Allied took over the City's recycling collection contract in March 1999, after an open and competitive solicitation of proposals.

Over the duration of our contractual arrangement with Allied, we have received a minimum number of complaints from our residents. Most problems brought to our attention by customers have been promptly and courteously resolved by Allied staff. Allied also worked with the City to create a smooth transition to a new hauler.

Based on the City of Fridley's experience with Allied over the past several years, I would recommend Allied to any city seeking recycling collection service. We have been satisfied with our experience.

Sincerely,

Rachel Harris
Environmental Planner



CITY OF EXCELSIOR

339 THIRD STREET
EXCELSIOR, MINNESOTA 55331
TEL: 952-474-5233
FAX: 952-474-6300

March 15, 2011

Sarah Hellekson
Solid Waste/Transit Manager
City of Plymouth
3400 Plymouth Road
Plymouth, MN 55447-1448

Dear Ms. Hellekson:

I want to take this opportunity to provide you with feedback on the services that Allied Waste has provided to the City of Excelsior. The City of Excelsior has contracted with Allied Waste for organized refuse service for its residents since the early 2000's. The City began contracting with Allied Waste for recycling services in April 2006, and it moved from multi-sort bins to a single sort recycling cart.

When the City entered into the new recycling contract, Rich Hirstein worked closely with staff to ensure that the transition to Allied Waste would go smoothly. Allied Waste provided our residents with information on the transition to their company and educated them on the new Single Sort Program. I am happy to say that the transition went very smoothly and City staff received very few calls from residents during the transition.

The residents loved the change to single sort because they no longer had to sort their recycling or carry the recycling bins down to the street to be picked up. The City saw an immediate increase in the number of homes recycling and the tonnage being collected.

I've known and worked with Rich Hirstein since 2004. I have appreciated his continued attention to detail and follow through. Even though our City is small (540 single-family households), Rich has always checked in with City staff on a regular basis to see how things are going. If a problem has come up, which is rare, Rich has personally made sure that the problem is handled promptly and efficiently.

Rich and all of the other Allied Waste employees that the City staff has worked with have always been professional, friendly, and helpful. The refuse and recycling drivers who pick up in Excelsior always stop by the City offices after completing their route to let us know they're finished and to check with staff to see if any calls have been received from residents who may have been missed. City staff continually hears comments from residents about how pleased they are with the service and how friendly and helpful the drivers are.

The City of Excelsior's recycling contract expires at the end of the year and I am looking forward to working with Rich on the renewal. I am confident that Allied Waste will continue to provide competitive rates and the same exemplary service that they have in the past.

If you have any questions regarding the services that the City of Excelsior receives from Allied Waste, please feel free to contact me at (952) 653-3675 or cheri@ci.excelsior.mn.us.

Sincerely,


Cheri Johnson
City Clerk



CITY OF SHOREWOOD

5755 COUNTRY CLUB ROAD • SHOREWOOD, MINNESOTA 55331-8927 • (952) 960-7900
FAX (952) 474-0128 • www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

Wednesday, March 16, 2011

To Whom It May Concern:

In January 2010 the City of Shorewood engaged the services of Allied Waste for a residential single sort recycling program. This service is offered to residents in single family homes and residents up to fourplex units. Collection is every-other-week and consists of mixed paper/boxboard, corrugated cardboard, glass, cans, and plastic #1 #2 with a neck. Each resident was provided one 68-gallon cart, and offered a free upgrade to a 90-gallon cart. After three months, residents requesting a smaller cart were provided with a 30-gallon cart, although only approximately 10 residents took advantage of the smaller option once they began using the service. Approximately 1/5 of our residents opted for the larger 90-gallon cart.

The Shorewood recycling participation rate averaged 62% prior to single-sort service. Almost immediately, and continuing through the entire first year of service, our recycling participation rate has increased to 86%.

In the beginning stages of the program, we did have some confusion with which week to place recycling curbside, we also had residents who had unusual circumstances (such as long driveways, difficult to access properties, snowbirds, etc.). Allied Waste worked with individual residents and city staff to resolve all issues in a timely manner.

The RecycleBank program has not been as actively used as we anticipated, although that continues to grow and is somewhat due to a lack of education on our part. The one thing the RecycleBank program did for us, is gave those residents who were upset about the recycling increase on their utility an opportunity to easily earn back the dollars spent. This made it easy for staff to neutralize the concerns of these residents.

Overall, we are extremely pleased with our program and service from Allied Waste and would highly recommend their service, and the single-sort program. Please feel free to call us if you have additional questions.

Sincerely,

Patricia Fasching
City of Shorewood
952.960.7900

Julie Moore



March 10, 2011

Doran Cote
Public Works Director
City of Plymouth
14900 23rd Ave. N.
Plymouth, MN 55447

Sarah Hellekson
Solid Waste/Transit Manager
City of Plymouth
14900 23rd Ave. N.
Plymouth, MN 55447

Dear Mr. Cote and Ms. Hellekson:

I am the City of Spring Park's recycling coordinator and in 2006 was a member of a multi-city team effort evaluating RFP's for recycling services. When looking for a recycling provider a number of criteria were identified as being important to the selection process. We were looking for providers who would:

- make the transition as seamless as possible;
- provide direct, local contacts in case of problems;
- be willing to supply new large containers to accommodate bi-weekly pickups;
- guarantee dedicated safety efforts due to narrow, dead end streets;
- assure 85-90% of collected recyclables wouldn't end up in landfills;
- agree to direct mailing of recycling schedules and educational materials; and
- accommodate multi-family apartment buildings as well as Lake Minnetonka Presbyterian Homes, a large retirement/healthcare facility in Spring Park.

Our selection process narrowed to four providers who were subsequently interviewed by our team. Allied Waste, represented by Rich Hirstein, overwhelmingly met the criteria we were looking for in a recycling provider.

In March of 2007, the City of Spring Park began their relationship with Allied Waste as provider of recycling services for the city. Some comments from residents since that time have been:

- They really like the rolling container with lids because it's easy to roll to the curb and the contents are private.
- Some of our residents have long driveways so they also appreciate the opportunity to continue using their more portable bins.
- Residents appreciate the drivers' helpfulness (even sweeping up an accidental glass breakage!)

D. Cote
S. Hellekson
3/10/11
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- Residents appreciate the drivers' willingness to return on missed pick-ups due to an occasional residents' curbside tardiness.
- Residents appreciate the drivers sometimes walking down dead-end roads to retrieve recycling containers because the roads are too narrow due to snow piles.

Our service manager, Rich Hirstein, has worked hard to develop our recycling service and coordinate our multiple housing recycling pick-ups, including our large Presbyterian Homes campus. We have received many compliments from property managers stating that working with Rich is a pleasure. Factors complicating his job have included extra pick-ups for items not typically accepted for recycling, increased container requests due to increased recycling tonnage and coordination of periodic container relocations at Lake Minnetonka Presbyterian Homes due to a huge redevelopment project. At all times these extra-ordinary recycling issues have been handled by Rich with a cheerful, no-worry attitude.

The City of Spring Park has been delighted by the service we've received from Allied Waste over the years of the contract. We look forward to a continued relationship with Rich Hirstein and his co-workers at Allied Waste.

Sincerely,

Wendy Lewin
City Clerk

City of Spring Park

4349 WARREN AVENUE, SPRING PARK, MINNESOTA 55384-9711 (952) 471-9051 FAX (952) 471-9160



City of Tonka Bay

4901 Manitou Road, Tonka Bay, Minnesota 55331 (952) 474-7994

March 10, 2011

Ms. Sarah Hellekson
City of Plymouth
Public Works Department
3400 Plymouth Blvd.
Plymouth MN

Dear Sarah:

We understand from Rich Hirstein at Allied Waste that the City of Plymouth is considering the possibility of switching to Allied for their recycling services.

Tonka Bay has been a customer of Allied Waste for over 25 years, and in 2009 we switched to single-sort recycling. The City Council and Public Works Department have supported this program because the every other week service is easier on traffic and our roads. Allied Waste made the transition to single-sort recycling painless. They mailed informational materials to all of our residents to inform them of the program. Residents also received a calendar showing when recycling would be collected. There were very few questions from residents when the program began and Allied Waste has always responded quickly and professionally to any customer questions or concerns. We've had many positive comments about the program and the carts themselves being easy to use and attractive.

We also contract with Allied for garbage and yard waste collection. Working with Allied Waste has always been a positive experience for the City. Please feel free to contact me if you have any questions about our contract with Allied.

Sincerely,

Clare T. Link
Administrative Assistant

2. **Business Information**

Complete this section for the proposer and, if applicable, each member of a Teaming arrangement.

Within the past five (5) years, has the Company submitting this proposal failed to complete a contract? No X

Within the past five (5) years has the Company submitting this proposal or any facility or property owned or operated by this Company failed to perform any of its contract obligations with any municipality, county or other public entity? No X

With what other lines of business are you or your company directly or indirectly affiliated?
We are a full service waste and recycling Services Company.

Describe the nature of your current business:

Waste and Recycling Collection, disposal and processing services.

State the length of time you have been in business under your present name:

BFI Waste Services started in the Twin Cities in 1948 (known then as Woodlake Sanitation).
Allied Waste Services purchased BFI Waste Systems in 1999.

Within the last five (5) years, has the Company submitting this Proposal, or any facility or property owned or operated by your Company ever been the subject of administrative or judicial action for alleged violation of the conditions of a permit issued by a governmental entity; or alleged violations of environmental, zoning, or public health laws or regulations? If so, state the details and disposition.

No. None that would have any bearing on the services performed here under this contract.

Has the Company submitting this proposal or any of its subsidiaries been a party to any lawsuits within the last five (5) years that may affect its ability to perform the obligations described in the Proposal? If so, list these lawsuits: No.

List names and business address of all individuals financially associated with the Company that is submitting this Proposal: We are Publically Traded, Publically Owned, Fortune 500 Company.

2. **Citywide vs. Districts** (Note: See Section 15 “Citywide vs. Districts”)

The RFP allows for Proposers to propose on up to three options. Do you intend for this proposal to be for:

Citywide option only (“Option A”)

Districts option only (“Option B”)

Both Citywide and Districts options (“Option C”)



Note: If you are proposing on more than one Option, you will need to complete and attach a separate Form E – Price Worksheet for each Option (Option A and Option B)

The RFP specifies that, if the City awards multiple Contracts by District area, a maximum of three (3) Districts will be awarded to any one Company. If you are proposing on either of the Options with Districts, which Districts are you proposing to serve?

This is not applicable for our proposal.

3. **Automated Collection Equipment**

If awarded this contract, will your Company be able to provide automated trash collection service by the Contract start date? Yes X

If not, will you be able to provide automated collection at some time in the future?

Not applicable

If yes, please explain your proposed schedule for implementing automated collection:
Allied Waste will team with the City of Maplewood to begin developing a plan to launch the program, deliver carts, educate the citizens, and implement the most thorough, professional program ever. Teamwork with the City, driven by the experience of having done a “launch” of this sort many times, will fuel our efforts.

What percent of your trash collection truck fleet is equipped with automatic collection devices?
75 percent



Here is the 2011 Model of truck we would use in the City of Maplewood.



Note the windscreen and whiskers to reduce litter.



Here are two pictures of what our automated trucks look like when they are providing service.

4. **RFID** (Note: See Section 3.5 “Trash Carts”)

The City is requiring all new carts used in the City to be manufactured and installed with radio frequency identification (RFID) tags for possible later integration into a data management system to be implemented at some time in the future within this Contract term. Within the term of this contract, will your company be able to install the necessary truck-mounted RFID scanner, (i.e., RFID reader) antennae, and on-board computer on vehicles serving the City? **Yes X**

If yes, please describe schedule for equipment purchase, installation and system roll-out:

We believe that we are the only company in the waste services industry that has and uses this technology **RIGHT NOW**. We use it for our RecycleBank program. It is effective, accurate and valuable. We believe that much of the country will one day soon move to adding the RFID equipment to all carts.

We would begin using the RFID technology whenever the City is ready to proceed. We think our experience over the last 2 or 3 years with this equipment is a big advantage. We have “worked out all of the bugs” in the systems.

5. **Impacts on Roads** (Note: See Section 3.4 “Collection Vehicle Equipment Requirements” and Section 3.32 “Compliance with City, County and State Road Weight Limit Restrictions”)

The City will require that all trash collection vehicles are in full compliance with City, County and State road weight restrictions. Please describe your plans for reducing impacts on roads and means to comply with road weight restrictions:

Allied Waste would not exceed the posted Road Restriction requirements. We work with Cities, and Counties to be continually on top of changes in these rules and regulations. We are partners in the community. Our vehicles fully compliant and will always be compliant in the City of Maplewood.

6. **Pollution Reduction and Environmentally Sustainable Initiatives** (Note: See Section 3.10 “Pollution Reduction and Environmentally Sustainable Initiatives”)

Please see our full section on this topic, beginning on Page 6 of this proposal.

7. **Food Waste and Other Organic Waste Collection** (Note: See Section 5 “Food Waste and Other Organic Waste”)

The City plans to implement a separate food waste and other organic waste collection service at some undetermined time in the future. No specifications or cost estimates are available at this time. If awarded the Contract, please describe your plans to work with the City to implement a separate food waste / other organic waste collection system:

Allied Waste currently has an extensive food waste/organics collection system for hundreds of our commercial services customers. We are fully prepared to launch a residential organics collection program and are eager to work with the city to implement such a program for Maplewood residents. We will share plans and ideas with the City and use Best Practices that our company uses in other markets (particularly the success of our organics collection programs in California).

8. Pay As You Throw / Variable Rate Pricing (Note: See Section 3.25, “Pay As You Throw”)

At some undetermined time in the future, the City plans to implement a more progressive set of price increments as part of a Pay As You Throw (PAYT) incentive program to help increase recycling. No specifications or cost estimates are available at this time. If awarded the Contract, please describe your plans to work with the City to implement this PAYT system:

We think the PAYT programs are the future of trash services and welcome the opportunity to work with the city of Maplewood to implement such a plan here. We look forward to the collaborative effort to implement this progressive system.

9. Public Education and Service at Community Events
(Note: See Section 3.24 “Publicity, Promotion and Education”)

The City and the Contractor will plan for a coordinated public education campaign as specified in Section 3.24 of the RFP. Does your Company use “education tags” that are left by your collection crews at the time material is left behind? **Yes X**

If yes, please attach an example of one such education tag from another community.

Please describe other directly relevant public education efforts you have used successfully in the past:

Our goal would be to help develop public education pieces that will increase participation and improve compliance in waste preparation instructions. We have done this type of thing on several occasions and have significant success doing so. We have enclosed in the proposal other public education pieces that we have developed previously and look forward to partnering with the City to bring as much recycling success as possible. We love being a part of public outreach activities.

Allied Waste has also worked with other communities to increase awareness and education of waste and recycling programs by making public appearances, providing information for local environmental groups, and have attended public events sponsored by the City. Allied Waste will become a real part of the Maplewood community if chosen to provide these services for the City. We will invest time, energy and recycling services at these events. We will certainly provide the City of Maplewood with low-cost pricing and service options for these events when that time comes.



We participate in literally hundreds of local community events each year. Some of them are very large and complex like the annual Susan G. Komen Race for the Cure, 2008 US Women's Open Golf Championship, the 2009 PGA Golf Championship, the 2002 PGA Championship and 2002 Solheim Cup. Other events are very small-- like Neighborhood Night Out events and block parties. We provide waste and recycling services for all of these events and have worked diligently to expand and promote the recycling services at each. We continue this mission each year because it's the right thing to do.

If awarded the Contract, please describe your plans for servicing community events.
We would work with the City to make sure we provided the best service that fit the needs of the event.

We have extensive experience in this realm and would use this to help develop a plan that would exceed the expectations of the citizens of Maplewood.

Do you propose a separate cost for such community events? Yes X

If yes, please provide your price quote on "Form E - Price Worksheet".

We cannot accurately provide a quote for these services until all of the requirements and parameters for service have been specifically outline. We will certainly provide this when it becomes necessary.

Signature of person duly authorized to sign submittal on behalf of the proposer:

Rich Horsten

Authorized Signature

8-19-11

Date

Form C: Certification of Binding Signature

Instructions: All forms provided in this RFP are required to be completed and be executed by an official authorized to bind the Proposal offer. All completed forms shall be made a part of the Respondent's proposal. All proposal forms must be signed by the same authorized person.

The undersigned Respondent further certifies that he/she has read the information submitted by the Proposer and has personal knowledge that the information submitted is true and correct.

I, Rich Hirsten
(Name)

Senior Municipal Services Manager, of Allied Waste Services of the Twin Cities

8-19-11 (Date)

I swear that I am authorized to execute all Proposal forms included in this Proposal response to the RFP and to bind the company to these agreements; and swear that I have read the information contained in this Proposal and that I have personal knowledge that it is true and correct.



Form D: Certification of Independent Proposal Pricing

Instructions: This form shall be executed by the authorized official to bind the company.

The Proposer makes the following representations and certifications as part of this proposal

The undersigned respondent certifies that the Proposer has not directly or indirectly entered into any agreement, express or implied, with any other Proposer(s) (other than for purposes of forming a Team as defined and allowed in this RFP) for any of the following:

- A. Controlling of the price of such proposal(s);
- B. Limiting of the number of proposals or Proposers; or
- C. Parceling or farming out to any Proposer(s) or other persons of any part of the Contract or any part of the subject matter of the proposal(s) or of the profits.

The undersigned respondent certifies that they have not and will not divulge the sealed proposal to any person except those as a part of a legitimate Team as per the specifications of this RFP or having a partnership or other financial interest with them in said proposal or proposals until after the Contract is fully executed or until the City publicly releases this sealed information.

The undersigned respondent further certifies that the Proposer has not been a party to any collusion including, but not limited to, actions such as:

- A. Proposers restraining the freedom of competition by agreement to make a proposal at a fixed price or pre-arranged price limit;
- B. Refraining from submitting a proposal at a fixed or pre-arranged price limit;
- C. Refraining from submitting a proposal.

The undersigned responded further certifies that the Proposer has not engaged in any prohibited contact or conflict of interest with any City official or its agents such as, but not limited to:

- A. Discussion of service quantity, quality, or price in the prospective Contract or any other terms of said prospective Contract; or
- B. Any other prohibited discussions between the Proposers and City officials or agents concerning exchange of money or other things of value for special consideration in the letting of a Contract.

Signature of person duly authorized to sign submittal on behalf of the proposer:

Rich Hirste

Authorized Signature

8-19-11

Date



Form E: Price Worksheet – Revised August 2, 2011

IMPORTANT NOTE: Allied Waste will be submitting FOUR (4) SEPARATE Pricing/Service Scenarios. Please see RED Notations at the top of each section that will clearly define the pricing for that service scenario.

ALTERNATE Allied Waste Pricing Scenario #1:

This is the original, base scenario: Allied Waste will invoice the residents individually and the City of Maplewood will purchase and own the trash carts

1. PROPOSED TRASH COLLECTION AND DISPOSAL FEES:

A. REGULAR, RESIDENTIAL TRASH COLLECTION SERVICE FEES:

Base Collection Fee (BCF):

Collection price for first cart. (Exclusive of County Environmental Charge and State Solid Waste Management Tax.)

Units: Proposed \$ price per household (HH) per month (MO): = **\$4.39 /HH/MO**

Additional collection price for each additional cart

Units: Proposed \$ price per extra cart per HH per MO: = **\$2.00 /cart/HH/MO**

Additional collection price for each overflow bag of trash

Units: Proposed \$ price per each overflow bag = **\$4.00 /bag**

Portion of BCF related to fuel vs. non-fuel costs:

Percentage of BCF allocated to non-fuel related items

Units: Percent of BCF allocated to non-fuel costs: = **76 %**

Percentage of BCF allocated to fuel-related items

Units: Percent of BCF allocated to fuel costs: = **24 %**

B. REGULAR, RESIDENTIAL TRASH DISPOSAL FEES

Note: All respondents should assume a \$58 per ton tipping fee for all five years of the proposed contract as a placeholder disposal cost price. Service levels by cart size are approximate cart capacities and not exact.



Units: Proposed \$ price per HH per MO:

20-gallon service (every other week)	= \$1.08 _____ /HH/MO
20-gallon service (weekly)	= \$1.62 _____ /HH/MO
30-gallon service	= \$2.58 _____ /HH/MO
60-gallon service	= \$3.52 _____ /HH/MO
90-gallon service	= \$4.58 _____ /HH/MO

C. TRASH CART EXCHANGE/REPLACEMENT DELIVERY FEE

The price to deliver a cart or carts as an exchange or addition to an existing household, as a one-time price per occurrence. (See Section 8.5 for more details.)

Units: Proposed \$ price per delivery occurrence: = \$10.00 _____ /occurrence

2. PROPOSED FEES FOR OTHER SERVICES:

A. YARD WASTE FEES

1. Annual base yard waste collection fee (BYWCF) per household for separate yard waste collection base service for eight months of the year (April through November).

Units: Proposed \$ price per HH per year: = \$79.50 _____ /HH/year *

(* Note: The BYWCF will be adjusted annually proportionally by the same portions of “non-fuel” and “fuel” related costs as per the proposed BCF for regular, residential trash collection fees above (in this Form E – Price Worksheet, Section 1.A).

Per bag overflow charge for extra yard waste collection service above the specified base level:

Units:

Proposed \$ price per overflow bag of yard waste = \$3.00 _____ /compostable bag

2. Yard waste disposal fee (i.e., tipping fee) per cubic yard of yard waste collected:

Units: Proposed \$ price per cubic yard (CY): = \$ **We are charged by the ton, not CY.**

(** This yard waste disposal fee may also be adjusted annually if the proposer identifies the yard waste composting facility or facilities proposed to be utilized and can document the change in tipping fees each year.

Name and location of yard waste composting facility utilized:

Specialized Environmental Technologies (SET) 630 Malcolm Ave., Minneapolis, MN. We are currently charged \$38/ton. We are not charged by the yard.

B. SPECIAL BULKY ITEMS FEE

(FOR ITEMS REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for bulky items that require special processing. For example, refrigerators, air conditioners, other large appliances, thermostats, etc. that may contain substances such as Freon or mercury that must be removed before disposal or recycling.

Units: Proposed \$ price per collection occurrence: = \$30.00 _____ /occurrence

ALTERNATE Allied Waste Pricing Scenario #2:

Allied Waste will invoice the residents individually and Allied Waste will purchase and own the trash carts.

1. PROPOSED TRASH COLLECTION AND DISPOSAL FEES:

A. REGULAR, RESIDENTIAL TRASH COLLECTION SERVICE FEES:

Base Collection Fee (BCF):

Collection price for first cart. (Exclusive of County Environmental Charge and State Solid Waste Management Tax.)

Units: Proposed \$ price per household (HH) per month (MO): = \$5.56 ___ /HH/MO

Additional collection price for each additional cart

Units: Proposed \$ price per extra cart per HH per MO: = \$3.25 ___ /cart/HH/MO

Additional collection price for each overflow bag of trash

Units: Proposed \$ price per each overflow bag = \$4.00 ___ /bag

Portion of BCF related to fuel vs. non-fuel costs:

Percentage of BCF allocated to non-fuel related items

Units: Percent of BCF allocated to non-fuel costs: = 78 %

Percentage of BCF allocated to fuel-related items

Units: Percent of BCF allocated to fuel costs: = 22 %

B. REGULAR, RESIDENTIAL TRASH DISPOSAL FEES

Note: All respondents should assume a \$58 per ton tipping fee for all five years of the proposed contract as a placeholder disposal cost price. Service levels by cart size are approximate cart capacities and not exact.

Units: Proposed \$ price per HH per MO:

20-gallon service (every other week) = \$1.08 ___ /HH/MO

20-gallon service (weekly) = \$1.62 ___ /HH/MO

30-gallon service = \$2.58 ___ /HH/MO

60-gallon service = \$3.52 ___ /HH/MO

90-gallon service = \$4.58 ___ /HH/MO

C. TRASH CART EXCHANGE/REPLACEMENT DELIVERY FEE

The price to deliver a cart or carts as an exchange or addition to an existing household, as a one-time price per occurrence. (See Section 8.5 for more details.)

Units: Proposed \$ price per delivery occurrence: = \$10.00 ___ /occurrence



2. PROPOSED FEES FOR OTHER SERVICES:

A. YARD WASTE FEES

- 1. Annual base yard waste collection fee (BYWCF) per household for separate yard waste collection base service for eight months of the year (April through November).

Units: Proposed \$ price per HH per year: = **\$79.50** _____ /HH/year **

(* Note: The BYWCF will be adjusted annually proportionally by the same portions of “non-fuel” and “fuel” related costs as per the proposed BCF for regular, residential trash collection fees above (in this Form E – Price Worksheet, Section 1.A).

Per bag overflow charge for extra yard waste collection service above the specified base level:

Units:

Proposed \$ price per overflow bag of yard waste = **\$3.00** _____ /compostable bag

- 2. Yard waste disposal fee (i.e., tipping fee) per cubic yard of yard waste collected:

Units: Proposed \$ price per cubic yard (CY): = **\$ We are charged by the ton, not CY.**

** This yard waste disposal fee may also be adjusted annually if the proposer identifies the yard waste composting facility or facilities proposed to be utilized and can document the change in tipping fees each year.

Name and location of yard waste composting facility utilized:

Specialized Environmental Technologies (SET) 630 Malcolm Ave., Minneapolis, MN. We are currently charged \$38/ton. We are not charged by the yard.

B. SPECIAL BULKY ITEMS FEE

(FOR ITEMS REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for bulky items that require special processing. For example, refrigerators, air conditioners, other large appliances, thermostats, etc. that may contain substances such as Freon or mercury that must be removed before disposal or recycling.

Units: Proposed \$ price per collection occurrence: = **\$30.00** _____ /occurrence

C. OTHER BULKY ITEMS FEE

(FOR OTHER ITEMS NOT REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for other bulky items that do not require special processing. For example, carpets, large furniture, etc.

Units: Proposed \$ price per collection occurrence: = **\$24.00** /large bulk (couch, desk, etc.)
= **\$14.00** /small bulk (door, table, etc.)
= **\$5.00**/carpet roll

Full list of bulk items and prices can be provided upon request.

D. ELECTRONIC WASTE FEE

Price per collection occurrence for electronic waste that require special processing. For example, TV, computers, monitors, and other electronics with a cord.

Units: Proposed \$ price per collection occurrence: = **\$30.00** _____ /occurrence



3. PROPOSED ADMINISTRATIVE HANDLING FEES:

All extra items that are outside of the container must be called-in to our offices and service must be specifically scheduled by the resident. This will avoid the “dumping” of materials/bulk items from other, surrounding communities. Our aim is to keep Maplewood clean and provide a hassle-free waste removal solution. This policy will help us accomplish this with ease.

ALTERNATE Allied Waste Pricing Scenario #3:

The City of Maplewood will invoice the residents individually and City of Maplewood will purchase and own the trash carts.

1. PROPOSED TRASH COLLECTION AND DISPOSAL FEES:

A. REGULAR, RESIDENTIAL TRASH COLLECTION SERVICE FEES:

Base Collection Fee (BCF):

Collection price for first cart. (Exclusive of County Environmental Charge and State Solid Waste Management Tax.)

Units: Proposed \$ price per household (HH) per month (MO): = \$4.01___ /HH/MO

Additional collection price for each additional cart

Units: Proposed \$ price per extra cart per HH per MO: = \$2.00___ /cart/HH/MO

Additional collection price for each overflow bag of trash

Units: Proposed \$ price per each overflow bag = \$4.00___ /bag

Portion of BCF related to fuel vs. non-fuel costs:

Percentage of BCF allocated to non-fuel related items

Units: Percent of BCF allocated to non-fuel costs: = 74 %

Percentage of BCF allocated to fuel-related items

Units: Percent of BCF allocated to fuel costs: = 26 %

B. REGULAR, RESIDENTIAL TRASH DISPOSAL FEES

Note: All respondents should assume a \$58 per ton tipping fee for all five years of the proposed contract as a placeholder disposal cost price. Service levels by cart size are approximate cart capacities and not exact.

Units: Proposed \$ price per HH per MO:

20-gallon service (every other week) = \$1.08___ /HH/MO

20-gallon service (weekly) = \$1.62___ /HH/MO

30-gallon service = \$2.58___ /HH/MO

60-gallon service = \$3.52___ /HH/MO

90-gallon service = \$4.58___ /HH/MO



C. TRASH CART EXCHANGE/REPLACEMENT DELIVERY FEE

The price to deliver a cart or carts as an exchange or addition to an existing household, as a one-time price per occurrence. (See Section 8.5 for more details.)

Units: Proposed \$ price per delivery occurrence: = \$10.00 _____ /occurrence

2. PROPOSED FEES FOR OTHER SERVICES:

A. YARD WASTE FEES

- 1. Annual base yard waste collection fee (BYWCF) per household for separate yard waste collection base service for eight months of the year (April through November).

Units: Proposed \$ price per HH per year: = \$79.50 _____ /HH/year *

(* Note: The BYWCF will be adjusted annually proportionally by the same portions of “non-fuel” and “fuel” related costs as per the proposed BCF for regular, residential trash collection fees above (in this Form E – Price Worksheet, Section 1.A).

Per bag overflow charge for extra yard waste collection service above the specified base level:

Units:
Proposed \$ price per overflow bag of yard waste = \$3.00 _____ /compostable bag

- 2. Yard waste disposal fee (i.e., tipping fee) per cubic yard of yard waste collected:

Units: Proposed \$ price per cubic yard (CY): = \$ **We are charged by the ton, not CY.**

(** This yard waste disposal fee may also be adjusted annually if the proposer identifies the yard waste composting facility or facilities proposed to be utilized and can document the change in tipping fees each year.

Name and location of yard waste composting facility utilized:

Specialized Environmental Technologies (SET) 630 Malcolm Ave., Minneapolis, MN. We are currently charged \$38/ton. We are not charged by the yard.

B. SPECIAL BULKY ITEMS FEE

(FOR ITEMS REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for bulky items that require special processing. For example, refrigerators, air conditioners, other large appliances, thermostats, etc. that may contain substances such as Freon or mercury that must be removed before disposal or recycling.

Units: Proposed \$ price per collection occurrence: = \$30.00 _____ /occurrence

C. OTHER BULKY ITEMS FEE

(FOR OTHER ITEMS NOT REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for other bulky items that do not require special processing. For example, carpets, large furniture, etc.

Units: Proposed \$ price per collection occurrence: = \$24.00 /large bulk (couch, desk, etc.)
= \$14.00 /small bulk (door, table, etc.)
= \$5.00/carpets roll

Full list of bulk items and prices can be provided upon request.



D. ELECTRONIC WASTE FEE

Price per collection occurrence for electronic waste that require special processing. For example, TV, computers, monitors, and other electronics with a cord.

Units: Proposed \$ price per collection occurrence: = \$30.00 _____ /occurrence

3. PROPOSED ADMINISTRATIVE HANDLING FEES:

All extra items that are outside of the container must be called-in to our offices and service must be specifically scheduled by the resident. This will avoid the "dumping" of materials/bulk items from other, surrounding communities. Our aim is to keep Maplewood clean and provide a hassle-free waste removal solution. This policy will help us accomplish this with ease.

ALTERNATE Allied Waste Pricing Scenario #4:

The City of Maplewood will invoice the residents individually and Allied Waste will purchase and own the trash carts.

1. PROPOSED TRASH COLLECTION AND DISPOSAL FEES:

A. REGULAR, RESIDENTIAL TRASH COLLECTION SERVICE FEES:

Base Collection Fee (BCF):

Collection price for first cart. (Exclusive of County Environmental Charge and State Solid Waste Management Tax.)

Units: Proposed \$ price per household (HH) per month (MO): = \$5.18___ /HH/MO

Additional collection price for each additional cart

Units: Proposed \$ price per extra cart per HH per MO: = \$3.25___ /cart/HH/MO

Additional collection price for each overflow bag of trash

Units: Proposed \$ price per each overflow bag = \$4.00___ /bag

Portion of BCF related to fuel vs. non-fuel costs:

Percentage of BCF allocated to non-fuel related items

Units: Percent of BCF allocated to non-fuel costs: = 76 %

Percentage of BCF allocated to fuel-related items

Units: Percent of BCF allocated to fuel costs: = 24 %



B. REGULAR, RESIDENTIAL TRASH DISPOSAL FEES

Note: All respondents should assume a \$58 per ton tipping fee for all five years of the proposed contract as a placeholder disposal cost price. Service levels by cart size are approximate cart capacities and not exact. (See Section 8.2 for more details.)

Units: Proposed \$ price per HH per MO:

20-gallon service (every other week)	= \$1.08 _____ /HH/MO
20-gallon service (weekly)	= \$1.62 _____ /HH/MO
30-gallon service	= \$2.58 _____ /HH/MO
60-gallon service	= \$3.52 _____ /HH/MO
90-gallon service	= \$4.58 _____ /HH/MO

C. TRASH CART EXCHANGE/REPLACEMENT DELIVERY FEE

The price to deliver a cart or carts as an exchange or addition to an existing household, as a one-time price per occurrence. (See Section 8.5 for more details.)

Units: Proposed \$ price per delivery occurrence: = \$10.00 _____ /occurrence

2. PROPOSED FEES FOR OTHER SERVICES:

A. YARD WASTE FEES

1. Annual base yard waste collection fee (BYWCF) per household for separate yard waste collection base service for eight months of the year (April through November).

Units: Proposed \$ price per HH per year: = \$79.50 _____ /HH/year *

(* Note: The BYWCF will be adjusted annually proportionally by the same portions of “non-fuel” and “fuel” related costs as per the proposed BCF for regular, residential trash collection fees above (in this Form E – Price Worksheet, Section 1.A).

Per bag overflow charge for extra yard waste collection service above the specified base level:

Units:

Proposed \$ price per overflow bag of yard waste = \$3.00 _____ /compostable bag

2. Yard waste disposal fee (i.e., tipping fee) per cubic yard of yard waste collected:

Units: Proposed \$ price per cubic yard (CY): = \$ **We are charged by the ton, not CY.**

(** This yard waste disposal fee may also be adjusted annually if the proposer identifies the yard waste composting facility or facilities proposed to be utilized and can document the change in tipping fees each year.

Name and location of yard waste composting facility utilized:

Specialized Environmental Technologies (SET) 630 Malcolm Ave., Minneapolis, MN. We are currently charged \$38/ton. We are not charged by the yard.

B. SPECIAL BULKY ITEMS FEE

(FOR ITEMS REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for bulky items that require special processing. For example,



refrigerators, air conditioners, other large appliances, thermostats, etc. that may contain substances such as Freon or mercury that must be removed before disposal or recycling.

Units: Proposed \$ price per collection occurrence: = \$30.00 _____ /occurrence

C. OTHER BULKY ITEMS FEE

(FOR OTHER ITEMS NOT REQUIRING SPECIAL PROCESSING)

Price per collection occurrence for other bulky items that do not require special processing. For example, carpets, large furniture, etc.

Units: Proposed \$ price per collection occurrence: = \$24.00 /large bulk (couch, desk, etc.)
= \$14.00 /small bulk (door, table, etc.)
= \$5.00/carpet roll

Full list of bulk items and prices can be provided upon request.

D. ELECTRONIC WASTE FEE

Price per collection occurrence for electronic waste that require special processing. For example, TV, computers, monitors, and other electronics with a cord.

Units: Proposed \$ price per collection occurrence: = \$30.00 _____ /occurrence

3. PROPOSED ADMINISTRATIVE HANDLING FEES:

All extra items that are outside of the container must be called-in to our offices and service must be specifically scheduled by the resident. This will avoid the "dumping" of materials/bulk items from other, surrounding communities. Our aim is to keep Maplewood clean and provide a hassle-free waste removal solution. This policy will help us accomplish this with ease.

Form F: Itemized Listing of Trucks and Other Collection Equipment

TECHNICAL DESCRIPTION OF COLLECTION EQUIPMENT AND ROUTES

Instructions: This form shall be executed by the authorized official to bind the company. Information should be completed for each different model of equipment proposed (including any spares). This list should include equipment to service the specified residential homes in the City .

Make of Chassis & Body	Model	Year	#	Capacity/Cubic Yards	Loading Method	Delivery Schedule, if not Currently Owned
Mack/McNeilus ZR	LEU613/MP7	2012	34,500	28	Automated Sideload	Summer of 2012
Mack/McNeilus ZR	LEU613/MP7	2012	34,500	28	Automated Sideload	Summer of 2012
Mack/McNeilus ZR	LEU613/MP7	2011	34,500	28	Automated Sideload	
Mack/McNeilus Autoreach	MR 688s	2005	35,000	28	Automated Sideload	Spare
Navistar/MCMeilus REL	7400	2002	32,000	25	REL Yardwaste Collection	
Navistar/MCMeilus REL	4900	2002	32,500	25	REL Yardwaste Collection	Spare

ROUTE PLANNING ASSUMPTIONS

Automated Routes						
Number of Routes	Average Stops Per Load	Average Stops Per Day	Collection Hours Per Full Load	Cu. Yds Per Load	Crew Size	Total Operating Hours Per Day
2.3	428	856	2.7	21/ 6.5 ton	1	8.25

Signature of person duly authorized to sign submittal on behalf of the proposer:

Rich Husten

Authorized Signature

8-19-11

Date



**Form G:
Acknowledgement of Receipt of Addenda**

Please acknowledge receipt of addenda to the City's RFP for Trash Collection Services with your signature. An opportunity to acknowledge up to 10 addenda is included in this form but does not necessarily mean that 10 addenda will be provided.

Allied Waste has received, read, accepts and fully understands all of the documents produced by the City of Maplewood---including all of the Addendums.

Addendum 1

RT

Addendum 2

Addendum 3

Addendum 4

Signature of person duly authorized to sign submittal on behalf of the proposer:

Rick Hristen

Authorized Signature

8-19-11

Date



Conclusion

Allied Waste is committed to, and has great confidence in our professional trash service programs. All of our local employees are 100% committed to bringing the *BEST* service to the City of Maplewood.

Maplewood residents will love Allied Waste's service and attentiveness; we believe we provide the best day-to-day service in the Twin Cities; we have been providing service here since 1948 and are looking for a long-term partner in Maplewood.

We are not just a "switch to us because we're the lowest price quote" company—we're stable and solid and have built our business on quality service and dependable, fair pricing.

If you have any questions or would like a tour of our facilities please do not hesitate to call. We look forward to becoming Maplewood's partner and will stop at nothing to make sure every single citizen is thrilled with their service.

Thank you.

Rich Hirstein
952-946-5330





Wells Fargo
Insurance Services USA, Inc.
15 South Main Street, 3rd Floor (29601)
Post Office Box 3478
Greenville, SC 29602

Tel: 864 333 9636
Toll Free: 866 338 7154
www.wellsfargo.com/wfia

August 15, 2011

Allied Waste Services of North America, LLC
Attn: Rich Hirstein

Re: Type of Bond: Letter of Intent
 Bond Number: Bid Bond
 Obligee: City of Maplewood
 Description: Comprehensive Residential Trash Collection Service
 Bond Amount: 0%

Dear Rich,

Enclosed please find the above referenced. Please mark your files accordingly before submitting to the appropriate contact with the obligee.

Thank you and please call me should you have any questions.

Sincerely,

Sarabeth Scott

Enclosures

Together we'll go far





Wells Fargo
 Insurance Services USA, Inc.
 15 South Main Street, 3rd Floor (29601)
 Post Office Box 3478
 Greenville, SC 29603
 Tel: 864 333 9626
 Toll Free: 866 338 7154
 www.wellsfargo.com/wfia

August 19, 2011

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

Re: ^{Allied Waste Services of North America, LLC DBA Allied}
 Waste Services of the Twin Cities - Inver Grove Heights

Gentlemen:

We are writing to you at the request of ^{Allied Waste Services of North America, LLC DBA Allied}
 This principal has or is about to submit a proposal for Comprehensive ^{Waste Services of the Twin Cities - Inver Grove Heights}
 Residential Trash Collection Service

If a contract for this work is awarded to ^{Allied Waste Services of North America, LLC DBA Allied}
 the Liberty Mutual Insurance Company ^{Waste Services of the Twin Cities - Inver Grove Heights} ,
 a surety licensed to conduct business in MN has agreed to act as
 surety on the bond(s) as specified in the bid proposal. A copy of the bond
 form to be used is attached.

Please let us know if you need anything further in this regard.

Sincerely,

Sarabeth Scott
 Attorney-In-Fact for
 Liberty Mutual Insurance Company

Together we'll go far



LIBERTY MUTUAL INSURANCE COMPANY

HEAD OFFICE, BOSTON, MASSACHUSETTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS; That

Bond Number:

(hereinafter called the Principal), and Liberty Mutual Insurance Company, a corporation of the Commonwealth of Massachusetts (hereinafter called the Surety), are held and firmly bound unto

(hereinafter called the Oblige), in the full and just sum of

DOLLARS (\$)

to the payment of which sum, well and truly be made, the Principal and Surety bind themselves, and each of their heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated entered into a contract with the owner for

for a period of year(s) which contract is hereby referred to and made a part of hereof.

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said contract at the time and in the manner specified during the term of this bond, and shall reimburse said Oblige all loss and damage which said Oblige may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning and ending
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Oblige due to actual excess costs of performance which occurred during the effective period of the bond, up to the maximum penalty of this bond.
3. No claim, action, suit, or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Neither non-renewal or cancellation by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Oblige recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.
7. This bond may be canceled by the Surety at any time provided notice is sent to the Oblige by Certified Mail at least sixty (60) days prior to the effective date of such cancellation.

Signed and sealed this day of

By:

LIBERTY MUTUAL INSURANCE COMPANY

, ATTORNEY-IN-FACT

Witness

Witness

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint SARABETH SCOTT, JOHANNE S. PUCKETT, ALL OF THE CITY OF GREENVILLE, STATE OF SOUTH CAROLINA....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 12th day of May 2011.



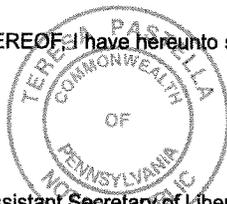
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of May, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of August, 2011.



Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, dual value guarantees, currency rate, interest rate or

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

MEMORANDUM

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: **Trash Collection System Analysis - Notice of 90-Day Negotiation Period End Date on November 21, 2011**
DATE: November 9, 2011 for the November 14 City Council Meeting

INTRODUCTION

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

DISCUSSION

Organized Collection Statute

Minnesota Statute, Section 115A.94, Organized Collection (Attachment 1) sets forth the process by which a county, city or town may organize trash collection. The statute requires that a city announce its intent to organize collection at least 180 days before implementing an ordinance, franchise, license, contract or other means of organizing trash collection; and invite the participation of interested persons, including persons licensed to operate solid waste collection services, in planning and establishing the organized trash collection system.

During the 180 days a city is required to hold a 90-day planning period to develop, or supervise the development of, plans for organized collection; a 90-day negotiation period to discuss the organized collection arrangements with all licensed solid waste collectors; and upon completion of the 180 days to document its decision in the form of findings that describe and detail the procedures to plan and implement an organized trash collection system.

Notice of End of 90-Day Negotiation Period

Maplewood began its organized collection statutory timeline on March 28, 2011, with the adoption of the Resolution of Intent to Organize Trash Collection. The required 90-day planning period technically ended on June 26, 2011. However, the City extended this date to August 19, 2011, which was the deadline for submittal of proposals to the City's Request for Proposals (RFP) for city-wide residential trash collection. As such, Maplewood's required minimum 90-day negotiation period will end on Monday, November 21, 2011, at 12 noon. The 90-day negotiation timeline is a minimum timeline, and there is nothing specified in the statute to indicate that a City cannot extend this date.

Actively Supervise Alternate Methods of Organized Collection

During the 90-day negotiation period the statute at subdivision 7(b) states that "An organization of solid waste collectors, an individual collector, and their officers, members, employees, and agents who cooperate with a political subdivision that organizes collection under this section are authorized to engage in anticompetitive conduct to the extent necessary to plan and implement the organized collection system, ***provided that the political subdivision actively supervises***

the participation of each entity. An organization, entity, or person covered by this paragraph is immune from liability under state law relating to antitrust, restraint of trade, unfair trade practices, and other regulation of trade or commerce.”

The City Council may wish to discuss and further define what it means to “actively supervise the participation of each entity.” For example, the City should be notified and invited to attend any meetings of trash haulers where the sale or swap of accounts (or other anticompetitive conduct) within the City are discussed. The City may desire to set objectives for such discussions between trash haulers about organized collection. These objectives should be consistent with the City’s goals for its improved trash collection system.

To date the City has actively supervised the city-wide trash collection system planning process leading to the RFP and draft contract. No other organizations or individual collectors have expressed an interest in having the City actively supervise an alternate method of organized collection.

SUMMARY

The City’s statutory requirements for a 90-day negotiation period per Minnesota Statutes, Section 115A.94, subdivision 4, will end on November 21, 2011, at 12 noon. The City Council should announce this deadline for purposes of the City actively supervising alternate methods of organized collection.

Attachment: Minnesota Organized Collection Statute (Section 115A.94)

115A.94 ORGANIZED COLLECTION.

Subdivision 1. **Definition.** "Organized collection" means a system for collecting solid waste in which a specified collector, or a member of an organization of collectors, is authorized to collect from a defined geographic service area or areas some or all of the solid waste that is released by generators for collection.

Subd. 2. **Local authority.** A city or town may organize collection, after public notification as required in subdivision 4. A county may organize collection as provided in subdivision 5.

Subd. 3. **General provisions.** (a) The local government unit may organize collection as a municipal service or by ordinance, franchise, license, negotiated or bid contract, or other means, using one or more collectors or an organization of collectors.

(b) The local government unit may not establish or administer organized collection in a manner that impairs the preservation and development of recycling and markets for recyclable materials. The local government unit shall exempt recyclable materials from organized collection upon a showing by the generator or collector that the materials are or will be separated from mixed municipal solid waste by the generator, separately collected, and delivered for reuse in their original form or for use in a manufacturing process.

(c) The local government unit shall invite and employ the assistance of interested persons, including persons licensed to operate solid waste collection services in the local government unit, in developing plans and proposals for organized collection and in establishing the organized collection system.

(d) Organized collection accomplished by contract or as a municipal service may include a requirement that all or any portion of the solid waste, except (1) recyclable materials and (2) materials that are processed at a resource recovery facility at the capacity in operation at the time that the requirement is imposed, be delivered to a waste facility identified by the local government unit. In a district or county where a resource recovery facility has been designated by ordinance under section 115A.86, organized collection must conform to the requirements of the designation ordinance.

Subd. 4. **Cities and towns; notice; planning.** (a) At least 180 days before implementing an ordinance, franchise, license, contract or other means of organizing collection, a city or town, by resolution of the governing body, shall announce its intent to organize collection and invite the participation of interested persons, including persons licensed to operate solid waste collection services, in planning and establishing the organized collection system.

(b) The resolution of intent must be adopted after a public hearing. The hearing must be held at least two weeks after public notice and mailed notice to persons known by the city or town to be operating solid waste collection services in the city or town. The failure to give mailed notice to persons or defect in the notice does not invalidate the proceedings, provided a bona fide effort to comply with notice requirements has been made.

(c) During a 90-day period following the resolution of intent, the city or town shall develop or supervise the development of plans or proposals for organized collection. During this 90-day planning period, the city or town shall invite and employ the assistance of persons licensed as of the date of the resolution of intent to operate solid waste collection services in the city or town. Failure of a licensed collector to participate in the 90-day planning period, when the city or town has made a bona fide effort to provide the person the opportunity to participate, does not invalidate the planning process.

(d) For 90 days after the date ending the planning period required under paragraph (c), the city or town shall discuss possible organized collection arrangements with all licensed collectors operating in the city or town who have expressed interest. If the city or town is unable to agree on an organized collection arrangement with a majority of the licensed collectors who have expressed interest, or upon expiration of the 90 days, the city or town may propose implementation of an alternate method of organizing collection as authorized in subdivision 3.

(e) The city or town shall make specific findings that:

(1) describe in detail the procedures it used to plan and to attempt implementation of organized collection through an arrangement with collectors who expressed interest; and

(2) evaluate the proposed organized collection method in light of at least the following standards: achieving the stated organized collection goals of the city or town; minimizing displacement of collectors; ensuring participation of all interested parties in the decision-making process; and maximizing efficiency in solid waste collection.

(f) Upon request, the city or town shall provide mailed notice of all proceedings on the organization of collection in the city or town.

(g) If the city or town and all the persons licensed to operate mixed municipal solid waste collection services and doing business in the city or town agree on the plan, the city or town may implement the plan without regard to the 180-day period specified in paragraph (a).

Subd. 5. County organized collection. (a) A county may by ordinance require cities and towns within the county to organize collection. Organized collection ordinances of counties may:

(1) require cities and towns to require the separation and separate collection of recyclable materials;

(2) specify the material to be separated; and

(3) require cities and towns to meet any performance standards for source separation that are contained in the county solid waste plan.

(b) A county may itself organize collection under subdivision 4 in any city or town that does not comply with a county organized collection ordinance adopted under this subdivision, and the county may implement, as part of its organized collection, the source separation program and performance standards required by its organized collection ordinance.

Subd. 6. Organized collection not required or prevented. (a) The authority granted in this section to organize solid waste collection is optional and is in addition to authority to govern solid waste collection granted by other law.

(b) Except as provided in subdivision 5, a city, town, or county is not:

(1) required to organize collection; or

(2) prevented from organizing collection of solid waste or recyclable material.

(c) Except as provided in subdivision 5, a city, town, or county may exercise any authority granted by any other law, including a home rule charter, to govern collection of solid waste.

Subd. 7. Anticompetitive conduct. (a) A political subdivision that organizes collection under this section is authorized to engage in anticompetitive conduct to the extent necessary to plan and implement its chosen organized collection system and is immune from liability under state laws relating to antitrust, restraint of trade, unfair trade practices, and other regulation of trade or commerce.

(b) An organization of solid waste collectors, an individual collector, and their officers, members, employees, and agents who cooperate with a political subdivision that organizes collection under this section are authorized to engage in anticompetitive conduct to the extent necessary to plan and implement the organized collection system, provided that the political subdivision actively supervises the participation of each entity. An organization, entity, or person covered by this paragraph is immune from liability under state law relating to antitrust, restraint of trade, unfair trade practices, and other regulation of trade or commerce.

History: 1987 c 348 s 27; 1989 c 325 s 26,27; 1990 c 600 s 1,2; 1991 c 337 s 46; 1993 c 249 s 20,21

MEMORANDUM

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: **Trash Collection System Analysis – Review of Tennis Sanitation, LLC, Proposal for Improvements to City’s Existing Open Trash Collection System**
DATE: November 9, 2011 for the November 14, 2011 City Council Meeting

BACKGROUND

During the October 24, 2011, City Council Workshop, Willie Tennis of Tennis Sanitation, LLC, recommended that the City Council consider improvements to the City’s existing open trash hauling system, rather than organize the system with a city-wide trash collection contract. Due to time constraints during the workshop, Mayor Rossbach recommended that Mr. Tennis discuss his recommendations with City staff and they would bring the item before the City Council for review.

On November 3, 2011, City staff met with Willie and Greg Tennis, owners of Tennis Sanitation, LLC. During the meeting Willie and Greg Tennis outlined their proposal for improvements to the City’s open trash hauling system. City staff requested that they also submit a written document outlining the proposal, which they submitted on November 7, 2011 (Attachment 1).

DISCUSSION

Tennis Sanitation Proposal

The Tennis Sanitation proposal includes a reduction in the number of residential trash collection licenses to three. The City currently has nine trash hauling companies that are licensed as residential haulers. The proposal further recommends that the three licenses go to the trash hauling companies who submitted the top three ranked proposals to the City’s RFP for city-wide residential trash collection. These companies would then purchase routes from the remaining trash hauling businesses that have licenses in Maplewood.

Staff and Consultant Review of Proposal

City staff and the City’s solid waste management consultant, Dan Krivit of Foth Infrastructure & Environment, LLC, have reviewed the Tennis proposal. The review has found that while the proposal has some merits, it is not fully developed and has significant weaknesses compared to the City’s goals and objectives established for improving the City’s trash collection system. For example:

1. There is no means to bring prices down other than the proposed neighborhood rates (Section VI). Competition will actually be reduced which could have the long-term effect of driving prices up instead.

2. There is no discussion of how the published rates as reported to the City would be enforced. In Section III the Tennis proposal states “Rates which are reported must be collected for the entire duration of license dates.”
3. There is no apparent City role in approving any rate increases. In Section VII, the Tennis proposal states “Each of the three haulers would provide their prices yearly as part of the license requirements. Rates would be on a year to year basis. If haulers are implementing a rate increase (within the year) proof must be given to city as to why the increase is necessary.”
4. There is no mention of standardized, city-wide service (e.g., automated collection, wheeled carts, etc.).
5. There is no proposed means to bring the number of haulers down to one per block other than the neighborhood rates (Section VI). There could still be as many as three per block. The efficiency of an organized system (and commensurate cost reductions) is not inherent in this proposal to reduce the number of licenses down to three. While three licenses are better than nine, it is still an open system with overlapping routes.
6. It is unclear how the extra services will be charged such as composting, appliance pick up, bulky items, or future organics.
7. A subscription system for organic waste collection (with extra charges for the new service) will not be nearly as effective as a city-wide system with the costs included in the base collection fee (BCF) for all residents.
8. There is no mention of pay-as-you-throw (PAYT) or how this would be addressed.
9. The neighborhood rates system will be dependent on residents volunteering to organize themselves. The neighborhood system may be transient over time as residents move (especially the block organizer/leader) and haulers change or are bought out by other companies.
10. The neighborhood rates system will be volunteer dependent such that residents without such resources will likely pay higher prices than their neighbors. There may be a lack of equity or parity between blocks with active volunteers and blocks without such volunteers.
11. The trash haulers’ response towards the three hauler option as outlined in the proposal raises many additional concerns:
 - a. What is the process and schedule that Tennis will use to finalize such discussions?
 - b. What type of active supervision will be required by the City?
 - c. Does this current process satisfy the intent of the organized collection statute (M.S. 115A.94) for the City to “actively supervise” so that the trash haulers can legally engage in such anti-competitive activities and discussions?

- d. If the City takes on a more active role and more clearly defines “actively supervise” what is the scope and timing of this new negotiation process?

RECOMMENDATION

Review the Tennis Sanitation, LLC, proposal and its potential to improve the City’s existing open trash collection system; further compare it to the City’s goals for improvements to the City’s trash collection system, the RFP specifications and draft Allied contract; and offer comment and feedback.

Attachment: Tennis Sanitation, LLC, Proposal for Improvements to the City's Existing Open Trash Collection System

PROPOSED IMPROVEMENTS TO CURRENT OPEN SYSTEM

Submitted by Tennis Sanitation, LLC, to the City of Maplewood on November 7, 2011

- I. To help meet the City of Maplewood's goals and objectives on residential trash collection Tennis Sanitation, LLC would recommend that the city reduce the number of licenses issued from eight to three. Tennis Sanitation, LLC would recommend the top three haulers from the RFP to be selected to service the entire City of Maplewood. The top three haulers would then purchase the routes from the remaining five license holders to achieve this goal.
- II. If the City of Maplewood implements this suggested system and doesn't feel three haulers is adequate they could adjust the number of licenses issued
- III. Refuse License requirements to include
 - Increase in current license fee to cover additional expenses incurred
 - Rates in which are reported must be collected for the entire duration of license dates
 - Equipment used must be listed along with D.O.T. certifications and be equipped with the following:
 - I. Frequent stop decals
 - II. Flashing lights on rear
 - III. 2-way radio or cell phone
 - IV. Broom and shovel
 - V. First aid kit
 - VI. Fire extinguishers
 - VII. Reverse Beeper
 - VIII. Equipment must be clean and well maintained
 - Haulers must provide a copy of the drivers license of each driver whom is driving in the City of Maplewood
 - Haulers must provide copies of each route sheet used by route drivers
 - City to perform an annual inspection of equipment
- IV. City to hold an annual workshop
 - Allow residents to be present to comment
 - City to issue any areas of concern
 - Haulers provide any input
 - Establish method for fuel surcharge
- V. Haulers must offer a variety of services
 - 20 gallons, 30 gallons, 60 gallons, 90 gallons, every other week service, as well as walk up service
 - Extras services of: Compost, appliance pick up, bulky items, organics (if available to hauler)
 - Rebates given to residents on extended vacations

- VI. Neighborhood rates possible when one hauler is servicing an entire street
- VII. Each of the three haulers would provide their prices yearly as part of the license requirements. The goal is to achieve lower rates to resident compared to the current open system by three haulers offering rates which would be less than residents are currently paying. This would also allow resident to still have a choice. Rates would be on a year to year basis. If haulers are implementing a rate increase (within the year) proof must be given to city as to why the increase is necessary
- VIII. In regards to the objectives listed in the RFP, we feel the requirements of economics, safety, service, and aesthetics are being met.

Haulers responses towards the three hauler option

- Allied Waste Service – Can't talk now because they are in current negotiations with the City of Maplewood
- Genes Disposal – Yes, but wants to keep his Thursday route
- Highland – One owners was on vacation so not able to get a response
- Maroneys – Yes
- Veolia Environmental Services – No response
- Walters – Considering the option
- Waste Management – Will do with what City of Maplewood prefers

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MEMORANDUM

TO: Jim Antonen, City Manager
FROM: Ginny Gaynor, Natural Resources Coordinator
Shann Finwall, Environmental Planner
SUBJECT: **Approval of Wetland Buffer Waiver for Ditch Maintenance**
DATE: November 7, 2011 for November 14, 2011 Council Meeting

INTRODUCTION

A section of Joy Road saw periodic flooding in winter and spring of 2011. Ramsey County has proposed doing maintenance on a roadside ditch in this area to alleviate the flooding. The proposed work could impact a wetland along the road and portions of the work would be conducted in the wetland buffer. This work requires a waiver to Maplewood's wetland buffer ordinance.

DISCUSSION

In winter and spring 2011, there was flooding on Joy Road, across from the parking lot entrance to Joy Park. The flooding caused damage to the road and was hazardous to traffic. Joy Road is a county road and the county determined the flooding was overflow from a small wetland on the north side of Joy Road that drains into a ditch along the road. Alan Rupnow, the county's Environmental Resource Specialist conducted a wetland delineation of the site and prepared a project proposal. The text from the project proposal is included as Attachment 1.

The wetland, ditches, and proposed work are shown in Attachment 2. The county proposes to clean out the ditches. In addition they would like to excavate a 5-foot wide swale, about 3" deep, to more directly connect the wetland to the ditch. This would allow the water to flow out of the wetland in times of heavy rainfall. Note that the proposal indicates a 3-foot-wide swale, but the county increased that to five feet after a site visit with city and Valley Branch Watershed District staff. The county considers the removal of sediment in the ditch to be routine maintenance of a stormwater conveyance.

Based on the soils present, Mr. Rupnow believes that this small wetland likely originated from road construction blocking runoff to Silver Lake. However, the wetland has native wetland plants and is relatively high quality. The wetland is not on Maplewood's map of Wetland Classifications. Valley Branch Watershed District recently conducted a Minnesota Routine Assessment Method on the wetland and classified it as a Manage A wetland. Once the district officially accepts the delineation, staff will submit it to council for incorporation into our wetland classification map.

If the proposed work is done, the county's report indicates there may be some loss of water to this wetland during periods of heavy rainfall, but the water level would not be affected during routine rainfalls. City staff met with representatives from the county, Valley Branch Watershed District, and Ramsey Conservation District to better understand how this proposal will impact the wetland. All in attendance agreed that this proposal would likely not negatively impact the vegetation in this wetland, since the hydrology of the wetland would just be impacted during major rain events. Other solutions to the flooding project would require major construction and are not deemed feasible at this point in time.

CONFORMANCE WITH ORDINANCE STANDARDS

The proposed work requires a waiver to the city's wetland ordinance (Section 12-310 of City Code). The ordinance states that the city council may waive the requirements of the ordinance for maintenance of public streets and utilities where there is greater public need for the project than to meet the standards of the ordinance. In addition, the ordinance states the city may only allow the construction of public or semipublic utilities through buffers where there is no other practical alternative. This language was added to the 2009 wetland ordinance to address large maintenance or road projects that impact wetlands, not necessarily for small routine maintenance projects such as the Joy Road project. Regardless of the project size, the wetland ordinance requires that a wetland buffer waiver be reviewed by the Environmental and Natural Resources (ENR) Commission, and that the Planning Commission conduct a public hearing after notification of neighbors within 500' of the project.

The ENR Commission reviewed this issue on October 17, 2011 and approved the proposed project. The Planning Commission reviewed this issue on November 1, 2011. The one household within 500' of the project site was notified. The public hearing was held at the Planning Commission meeting. One resident testified—David Johnson, who lives adjacent to the project site. Mr. Johnson raised concerns about:

1. The capacity and maintenance of a stormwater culvert west of the project site;
2. Stormwater flow in the area;
3. Traffic speeds on Joy Road;
4. Semi-trailer trucks on Joy Road during times of load-restrictions;
5. Requested signage on Joy Road to address traffic speed and semi-trailer trucks.

The Planning Commission approved the proposed project but requested that city staff discuss Mr. Johnson's concerns with county staff. Our Engineering Department is currently reviewing these issues with the county.

Staff supports the proposed project. The flooding is a safety hazard that must be addressed. We believe a change in wetland hydrology during large rainfall events will not negatively impact this wetland.

RECOMMENDATION

Staff recommends that the city council approve a wetland buffer waiver to the city's wetland ordinance to allow for the proposed ditch maintenance on Joy Road, including excavating a 5 foot-wide swale to connect the wetland to the ditch.

Attachments:

1. Project Proposal
2. Map of Proposed Ditch Maintenance

Joy Rd Drainage Repair - Project Proposal and Wetland Delineation

Proposal/Scope of Work

A section of the north side of Joy Rd across from the west City of Maplewood park driveway was impacted by periodic flooding during the winter and spring of 2011 resulting in damage to the roadway and passing traffic. The cause of the flooding was determined to be overflow from a small wetland on the north side of the road northeast of the driveway. Water from the wetland drains through a small gap in its southeast corner running into the ditch to the east until it reaches a culvert running underneath Joy Rd about 400 feet away. (See Figure 2 - Joy Rd Wetland Delineation / Site Map for details)

Ramsey County has determined there are three locations that are restricting drainage from the wetland:

1. Sediment accumulated in the ditch from general run-off accumulation starting 200 feet east of the wetland.
2. Sediment deposited in the ditch at the end of an undeveloped foot trail located approximately 180 feet east of the wetland's discharge point.
3. The wetland discharge point into the ditch is only about 1 foot wide.

Ramsey County proposes to perform the following maintenance activity and drainage alterations to the wetland and ditch to protect the integrity of the roadway and public safety.

1. Clean out the ditch line east of the wetland to a proposed 0.34% grade including removing the trail deposits and accumulated sediment in the ditch bottom.
2. Clean out the ditch from the low point in the roadway by Wetland Point 7 along the south edge of the wetland to just east of Wetland Point 8 to remove accumulated sediment and improve drainage into the wetland.
3. The eastern half of the wetland is separated from the ditch by a tree-covered berm. The southeast wetland edge is at an average elevation of 999.09 ft and the top of berm average elevation is 999.44 ft. We propose to excavate a 3-foot wide swale in the berm with a bottom elevation of 999.20 ft (approximately 3 inches deep) in the berm to provide additional drainage during periods of heavy snowmelt and rainfall run-off.

The wetland appears to have been created by the initial construction of Joy Rd but has been present for at least 60 years. It has high quality vegetation (Lake sedge / *Carex lacustris*) and the local Wetland Conservation Act LGU has graded it with a high MnRAM rating. Ramsey County intends to avoid any direct impact to the wetland, but there may be some volume loss during periods of heavy precipitation due to the larger discharge point. The wetland delineation and supporting documents are discussed in the following pages.

Wetland Delineation Results

The delineation was conducted on September 1, 2011 by RCPW Environmental Specialist Alan Rupnow (MnWDCP Master In-Training Certification #5011). The total delineated wetland area was 2818-ft² (0.065-acre) divided into two halves by wetland type. The western half was a 1693-ft² Type 2 wet meadow (Cowardin - PEMB) dominated by Lake Sedge (*Carex lacustris*). The eastern half was an 1124-ft² Type 1 seasonal depression (Cowardin - PFOA) dominated by bare earth under a Basswood (*Tilia americana*) canopy.

The wetland has a small drainage area made up by Joy Rd on the south side and mixed hardwood hillside to the north and northwest. The surrounding area is parkland owned by the City of Maplewood with Silver Lake (#62-0001) across Joy Rd to the south. Two shallow marsh wetlands are located 200 feet to the northwest and 400 feet to the northeast, but are not directly connected.

Aerial review of the wetland on the Ramsey County GIS website confirms its presence during each year provided (1940, 1953, 1974, 1983, 1991, 2003, 2006, 2008, and 2009) with the exception of 1940 where the photographic evidence was inconclusive. A farmstead was observed about 200 feet to the northeast, but that was largely gone by 1953. Joy Rd was present from 1940 forward. Lydia Ave was constructed 225 feet to the west by 1974; the intersection appears to have been constructed between 1991 and 2003, but there was no apparent impact to the wetland. Rainfall during the aerial photo years varied with most years receiving average to low rainfall. Rainfall was in the >70th percentile range only in 1991. The rainfall for the current year is shaping up to be much heavier than normal. This was taken into account when determining the wetland boundary by hydrologic indicators.

The soil survey indicated Kingsley sandy loam (6-12% slopes) a well drained soil with a typical depth to restrictive feature of >80 inches. The local native wetland soils appear to be Markey Muck (Very poorly drained with a depth to restrictive feature >80 inches) located underneath the nearby Shallow marsh wetlands.

The wetland transect was located on the north side of the wetland. The upland point was about 15 feet outside of the wetland boundary, and the wetland point was 5 feet inside of the wetland. The delineation data forms may be found in the Attachments at the end of this report.

Upland Point

Dominant vegetation was all Facultative Upland with American basswood (*T. americana*), Common buckthorn (*Rhamnus cathartica*), and a few herbs and woody vines in smaller but dominant abundance. The soil was a sandy silt loam that changed into a mottled silt loam at 12 inches depth. Compacted silty clay was found at 20 inches that was very hard to work. No water table or saturation was encountered although the clay became higher in moisture content and more workable at 32 inches.

Wetland Point

The wetland point was about five feet inside of the eventual wetland boundary. The dominant vegetation was Lake Sedge, Reed Canary Grass (*Phalaris arundinacea*), and Riverbank Grape (*Vitis riparia*) under a canopy of Basswood, Buckthorn, and Silver Map (*Acer saccharinum*). The surface soil was a moist silty loam with saturated soils nearby. The boring location had surface water as recently as one or two weeks before. The soil transitioned to loamy silt with mottling at 3.5 inches depth. Compacted silt started at 20 inches depth and at 29 inches changed to a mixture of mottled and gleyed clayey silt with undecomposed root structure. Soil saturation was not encountered until 18 inches below depth which was surprising due to the high precipitation of the recent months.

Wetland Delineation Discussion

A couple of factors made the establishment of the delineation line rather difficult. The soils encountered did not match the mapped soil type from the web soil survey nor the typical wetland soils found elsewhere in the immediate area. Soil borings along the presumed wetland boundary found tightly packed soils (silt/clay) with mottling within 1 ft of the surface that extended in a much wider area than what was delineated. These characteristics were also encountered on the berm separating the wetland from the ditch line. These soils were not included in the wetland, because the clayey soils were bone dry at depth at the end of a very wet summer even with saturated or nearly saturated soil at the surface. Even at the wetland transect point; the soil became less saturated with depth with no water table encountered beyond what had been observed at the surface. The wetland more than likely originated from road construction blocking runoff to Silver Lake and compacting the soils resulting in water being held at the surface during the early spring and during heavy rain events. The wetland boundary was determined, as a result, by the prevalence of Basswood trees (wetland indicator rating of Facultative Upland) on the western, northern, and eastern sides and along the berm on the southeast boundary of the wetland. The toe of slope was used along the south roadside boundary. The establishment of the western corner was difficult due to the presence of saturated soils perched on top of the hard roadside base.

Removal of the sediment in the ditch line to the east should be considered routine maintenance of an existing stormwater conveyance. Any hydric conditions in the ditch are the result of the accumulated sediment.

Figures

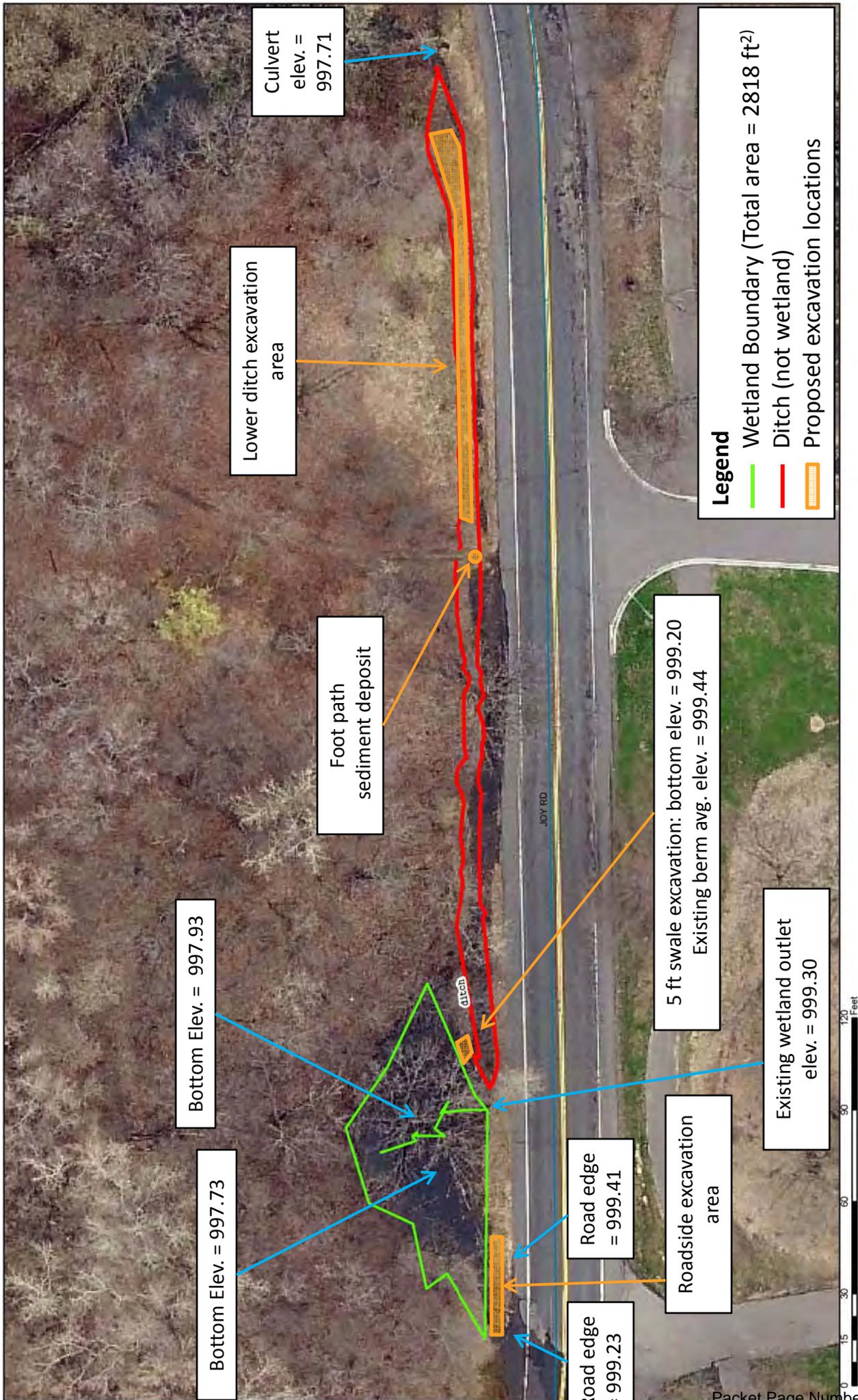
FIGURE 1: Site Locator
 FIGURE 2: USGS Topo Map
 FIGURE 3: Wetland Delineation & Site Plan Map
 FIGURE 4: National Wetland Inventory Map
 FIGURE 5: Joy Road Area Soils Map

Attachments

Wetland Delineation Data Sheets
 Precipitation Charts
 Site Photos

Proposed Ditch Maintenance for Joy Rd

Attachment 2



MEMORANDUM

TO: James Antonen, City Manager
FROM: Karen Guilfoile, City Clerk
DATE: November 3, 2009
RE: Approval of Resolution Canvassing the Results of the November 8, 2011
Municipal General Election

It is recommended that Council approve the following resolution canvassing the results of the General Election held on November 8, 2011.

CANVASS OF ELECTION

RESOLVED, that the City Council of Maplewood, Ramsey County, Minnesota, acting as a canvassing board on November 14, 2011, hereby declares the following results in the November 8, 2011, Municipal General Election.

COUNCIL MEMBER:

Robert Cardinal	3,352
Marvin Koppen	2,935
Rebecca Cave	2,707
John Nephew	2,170

Robert Cardinal and Marvin Koppen, receiving the top two highest number of votes for the General Election and after being sworn in by an individual that is eligible to administer the oath of office, will commence their term of office on January 2, 2012.

WRITE-IN VOTES:

A complete record of the write-in votes for councilmember is attached.

**General Municipal Election
November 8, 2011
Write-In Votes**

Maplewood City Councilmember:

Kelsey Arnold	1
Lindsey Arnold	1
Jeanette Marie Arnquist	1
The Best	1
Jeff Bibeau	1
Mark Bowser	1
Sandra Lee Brown	1
Timothy Loren Brown	2
Sherrie Dougherty	1
Bill Dunkel	1
George Farr	1
Alex L. Fenner	1
Peter Fischer	4
Jeff Faffke	1
James Gabriel	1
David Gusthar	1
James Hokkey	1
Matthew Holvid	1
Michael Kaericker	1
Steve Kokaisel	2
Nancy J. Lerey	1
Terry Markie	1
Mike McGuire	1
Sylvia Neblett	1
Becky Neve	1
Tony Potter	1
Walter Raven	2
Terry Roseen	1
Matt Shoff	1
Laurie Rose Simon	1
Elizabeth Sletten	18
April Stansell	1
Bob Zick	1

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Requesting Expenditure of Funds from the Truck Replacement Program
for the Purpose of Refurbishing a Fire Vehicle
DATE: November 8, 2011

INTRODUCTION

Maplewood Fire and Police have always had a need for a command vehicle to provide a location for command functions and a unified command during emergency situations. Due to the cost of a new vehicle, it has been hard to justify the need to purchase this type of vehicle for use in our City only. In 2010, the Maplewood Fire Department sat down with the Oakdale Fire Department; who also has the need for a command vehicle and a vehicle that could provide additional services at emergency scenes. These additional services would include filling additional air bottles and a rehab area where firefighters could be evaluated, get hydrated and cool down or warm up inside a vehicle depending on the type of weather conditions and get prepared to return to the incident.

At the time of our meeting, it was determined that Oakdale had a vehicle that could be refurbished into a command vehicle to meet the needs of both fire and police, and at the same time, it was determined that Maplewood had a vehicle that could be refurbished into a rehab vehicle to meet those needs. Rather than both Cities having one of each vehicle, we decided the best way to do this was for Oakdale to refurbish and own the command vehicle and for Maplewood to refurbish and own the rehab vehicle. In doing this, it becomes a win-win for both Departments. Currently, the city of Maplewood does not have a mobile lighting system that is needed to be used in emergency situations. As part of the new rehab vehicle, a large lighting system would be mounted to the roof of the vehicle to provide the necessary lighting. By collaborating, we would be able to obtain the necessary vehicles to meet the Departments' needs by sharing the resources and allowing these vehicles to be available to both Departments.

The cost to purchase a new command vehicle would be approximately \$250,000 and to purchase a new rehab vehicle would be approximately \$200,000. By using our existing vehicles and refurbishing them, we would be able to have the same functions and abilities at a fraction of the cost. At the same time, it would take these two used vehicles that each Department has and put them to better use by sharing the vehicles between the two Cities. These two vehicles would also be available to be used by other cities as requested under our mutual aid agreements.

The Oakdale Fire Department has completed the refurbishment of the command vehicle and it is now in service and has already been used by the Maplewood Fire Department. We are now ready to start the refurbishment of the rehab vehicle owned by the city of Maplewood.

RECOMMENDATION

I recommend that the city council approve the expenditure of up to \$45,000 from the Truck Replacement Fund to be used to refurbish a rehab vehicle to meet the needs of our firefighters and police officers.