

**AGENDA**  
**MAPLEWOOD CITY COUNCIL**  
7:00 P.M. Monday, November 28, 2011  
City Hall, Council Chambers  
Meeting No. 23-11

**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 November 14, 2011, City Council Meeting Minutes

**F. APPOINTMENTS AND PRESENTATIONS**

1. Resolution of Appreciation for Former Community Design Review Board Member Michael Mireau

**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 Fall 2011 Clean-up Event Summary
3. Approval to Accept FDA Grant for Health Inspections
4. Approval of Resolution Supporting the Efforts of Becoming a Beyond the Yellow Ribbon Community
5. Approval of Public Health and Environmental Health Mutual Aid Agreement Renewal
6. Approval of Joy Park Phase I Improvements, Resolution Approving Payment, Acceptance of Project and Closure of Project Fund
7. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, Lion Park Improvements, Project 08-09
8. Approval of Resolution Accepting a Donation from Spectrum Aquatics/EverActive Brands
9. Approval to Accept 2011 Justice Assistance Grant and Funds
10. Approval to Purchase Sanitary Sewer Jet Truck
11. Approval to Purchase Tires for Front End Loader
12. Conditional Use Permit Review for T-Mobile Cellular Telephone Tower at Harmony Learning Center, 1961 County Road C East
13. Ordinance Amendment of Section 2-41 Which Gives the City Council Authority to Consider Variances From the Zoning Code (second reading)

14. Ordinance Amendment of Section 44-13 Which Gives the City Council Authority to Consider Variances From the Zoning Code (second reading)
15. Ordinance Amendment of Section 44-14 Which Allows Reductions in Lot Sizes and Building Setbacks When Streets are Widened (second reading)
16. Ordinance Amendment of Article VI Which Allows Staff the Authority to Consider Minor Variances for Single and Double Dwellings (second reading)

**H. PUBLIC HEARINGS**

**I. UNFINISHED BUSINESS**

1. Holloway and Stanich Highlands Area Improvements, City Project 09-13, Resolution Adopting Revised Assessment Roll
2. Consider Authorizing the Execution of Contract Between the City of Maplewood and Allied Waste Services for City-Wide Residential Trash Collection

**J. NEW BUSINESS**

1. Land Use Plan Amendment from C (Commercial) to LDR (Low Density Residential) for 1961, 1967 and 1975 McMenemy Street
2. Approve Resolution Adopting 2012 Assessment Rates, Public Works Permit Fees, and Park Availability Charges
3. Cancellation of December 26<sup>th</sup>, 2011 City Council Meeting

**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, November 14, 2011  
Council Chambers, City Hall  
Meeting No. 22-11

**A. CALL TO ORDER**

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

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

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

**D. APPROVAL OF AGENDA**

Councilmember Llanas moved to approve the agenda as submitted.

Seconded by Councilmember Nephew                      Ayes – All

The motion passed.

**E. APPROVAL OF MINUTES**

**1. Approval of October 24, 2011 City Council Workshop Minutes**

Councilmember Juenemann moved to approve the October 24, 2011 City Council Workshop Minutes as submitted.

Seconded by Councilmember Llanas                      Ayes – All

The motion passed.

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

Councilmember Nephew noted that the minutes need to be changed to reflect that he was absent from the meeting and agenda item D Approval of Agenda needs to be changed to reflect that Councilmember Koppen added items N2 and N3.

Councilmember Juenemann noted that agenda item I1 Trash Collection System Analysis – Update on Negotiations with Allied Waste Services needs to be changed to remove the name Mr. Yearling and replace with Mr. Hiersting.

Councilmember Juenemann moved to approve the October 24, 2011 City Council Meeting Minutes as amended.

Seconded by Councilmember Llanas

Ayes – Councilmember Koppen, Llanas,  
Juenemann and Mayor Rossbach  
Abstain – Councilmember Nephew

The motion passed.

**F. APPOINTMENTS AND PRESENTATIONS**

None.

**G. CONSENT AGENDA**

Councilmember Juenemann requested to highlight agenda items G8 and G15.

Councilmember Nephew requested to highlight agenda items G2 and G14.

Councilmember Juenemann moved to approve agenda items G1 thru G15.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**1. Approval of Claims**

Councilmember Juenemann moved to approve the Approval of Claims.

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 dated 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

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\$ 3,358,851.42 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
<hr/>		
\$ 500,963.34	Total Payroll	
<hr/>		
\$ 3,859,814.76	GRAND TOTAL	

Seconded by Councilmember Koppen Ayes – All

The motion passed.

**2. Approval of 2011 Budget Adjustments and Transfers.**

Finance Manager Bauman addressed and answered questions of the council.

Councilmember Juenemann moved to approve the 2011 Budget Adjustments and Transfers.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

**3. Approval of 2012 Contract with Alan Kantrud for Attorney Services.**

Councilmember Juenemann moved to approve the 2012 Contract with Alan Kantrud for Attorney Services.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

**4. Approval of 2012 Animal Control Contract.**

Councilmember Juenemann moved to approve the 2012 Animal Control Contract.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

**5. Approval of Resolution Adopting Ambulance Rates for 2012.**

Councilmember Juenemann moved to approve the Resolution Adopting Ambulance Rates for 2012.

RESOLUTION 11-11-639  
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:



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 14<sup>th</sup> 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

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**7. Approval of Resolution Authorizing MN/DOT Agency Agreement.**

Councilmember Juenemann moved to approve the Resolution Authorizing MN/DOT Agency Agreement.

RESOLUTION 11-11-641  
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 14<sup>th</sup> day of November, 2011, as shown by the minutes of said meeting in my possession.

Notary Public  
My Commission expires \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**8. Approval of Resolution of Donation to the Fire Department from Chris Larson.**

Fire Chief Lukin presented the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the Resolution of Donation to the Fire Department from Chris Larson.

RESOLUTION 11-11-642  
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 November 14, 2011.

Signed:

Signed:

Witnessed:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Mayor  
\_\_\_\_\_  
(Title)

Chief of Fire  
\_\_\_\_\_  
(Title)

City Clerk  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**9. Approval of Resolution Certifying Special Assessments for Unpaid Ambulance Bills.**

Councilmember Juenemann moved to approve the Resolution Certifying Special Assessments for Unpaid Ambulance Bills.

RESOLUTION 11-11-643





4. Naimul Karim, Maplewood
5. Kathleen Delaney, White Bear Lake
6. Ted Leonard, Maplewood
7. Dan Lieder, Maplewood
8. Jane Harrigan, Maplewood
9. Jan Aurelius, Maplewood
10. Paul Kaufenberg, Maplewood
11. Kathy and Clint Forberg, Maplewood
12. Xia Lor Vang, Maplewood – Did not speak.
13. Xang Vang, Maplewood – Did not speak.
14. Deborah Samac, Maplewood
15. Diana Longrie, Maplewood

Councilmember Llanas moved to approve the Resolution Ordering 2012 Mill and Overlay Improvements, Project 11-15 after Public Hearing.

RESOLUTION 11-11-646  
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
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%

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

**2. Holloway and Stanich Highlands Area Improvements, Project 09-13**

**a. Re-Assessment Hearing**

**b. Resolution Adopting Assessment Roll**

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

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

1. Diana Longrie

Councilmember Nephew moved to approve the Re-Assessment Hearing and Resolution Adopting Assessment Roll for Holloway and Stanich Highlands Area Improvements, Project 09-13.

RESOLUTION 11-11-647  
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,



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

Seconded by Councilmember Nephew

Ayes – All

The motion passed.

**4. Ordinance Amendment of Section 44-13 - City Council Authority to Consider Variances from the Zoning Code (First Reading).**

City Planner Ekstrand presented the staff report.

Mayor Rossbach opened the public hearing. The following person spoke.

1. John Wykoff

Councilmember Koppen moved to approve the Ordinance Amendment of Section 44-13 – City Council Authority to Consider Variances from the Zoning Code (First Reading).

**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

Seconded by Councilmember Nephew

Ayes – All

The motion passed.

**5. Ordinance Amendment of Section 44-14 - Allowing Reduction in Lot Sizes and Building Setbacks When Streets are Widened (First Reading)**

City Planner Ekstrand presented the staff report and answered questions of the council.

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

1. Chris Simons

Councilmember Koppen moved to approve the Ordinance Amendment of Section 44-14 – Allowing Reduction in Lot Sizes and Building Setbacks When Street are Widened (First Reading).

**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

Seconded by Councilmember Nephew

Ayes – All

The motion passed.

**6. Ordinance Amendment of Article VI - Allowing Staff to Consider Minor Variances for Single and Double Dwellings (First Reading)**

City Planner Ekstrand presented the staff report and answered questions of the council.

Mayor Rossbach opened the public hearing. No one spoke.

Councilmember Koppen moved to approve Ordinance Amendment of Article VI Allowing Staff to Consider Minor Variances for Single and Double Dwellings (First Reading).

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 \_\_\_\_\_.

Attest: \_\_\_\_\_ Mayor  
\_\_\_\_\_  
City Clerk

Seconded by Councilmember Nephew Ayes – All

The motion passed.

Councilmember Nephew moved to bring back agenda items H3, H4, H5, and H6 on the consent agenda for second reading at the next city council meeting.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

The council took a 10 minute recess.

## I. UNFINISHED BUSINESS

### 1. Approval of Contract for Auditing Services

Finance Manager Bauman presented the staff report.

Councilmember Nephew moved to approve the Contract for Auditing Services.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

### 2. Trash Collection System Analysis

#### a. Review of Draft Contract Between the City of Maplewood and Allied Waste Services for Residential Trash Collection Service

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

Mayor Rossbach moved to request staff to prepare and send out a mailer to the 10,126 potential clients that would be affected by the contract that would give them base pricing information, some other easily transferable information, and where they can easily find the other information.

Seconded by Councilmember Juenemann Ayes – Councilmember Llanas and Nephew  
Nays - Councilmember Koppen

The motion passed.



Seconded by Councilmember Llanas

Ayes – All

The motion passed.

**3. Approval to Expend Funds to Refurbish a Fire Vehicle**

Fire Chief Lukin presented the staff report and answered questions of the council.

Councilmember Nephew moved to approve to Expend Funds to Refurbish a Fire Vehicle.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

**K. VISITOR PRESENTATIONS**

1. John Wykoff, Maplewood

**L. AWARD OF BIDS**

None.

**M. ADMINISTRATIVE PRESENTATIONS**

None.

**N. COUNCIL PRESENTATIONS**

None.

**O. ADJOURNMENT**

Councilmember Nephew moved to adjourn the meeting.

Mayor Rossbach adjourned the meeting at 10:56 p.m.

## MEMORANDUM

TO: James Antonen, City Manager  
FROM: Michael Martin, AICP, Planner  
Charles Ahl, Assistant City Manager  
SUBJECT: **Resolution of Appreciation for Michael Mireau**  
DATE: November 17, 2011

### INTRODUCTION

Attached is a resolution of appreciation for Michael Mireau. Mr. Mireau served as a member of the community design review board (CDRB) for two years (May 26, 2009 to April 26, 2011).

### COMMITTEE ACTIONS

The CDRB unanimously recommended approval of the resolution of appreciation for Mr. Mireau at its September 27, 2011, meeting.

### RECOMMENDATION

Approve the attached resolution of appreciation for Mr. Mireau.

p:community design review board\resolution of appreciation for Michael Mireau

Attachment:

1. Resolution of Appreciation

**RESOLUTION OF APPRECIATION**

***WHEREAS, Michael Mireau has been a member of the Maplewood Community Design Review Board for two years, since May 26, 2009, until April 26, 2011, and has served faithfully in that capacity; and***

***WHEREAS, the Community Design Review Board has appreciated his experience, insights and good judgment; and***

***WHEREAS, Mr. Mireau has freely given of his time and energy, without compensation, for the betterment of the City of Maplewood; and***

***WHEREAS, Mr. Mireau has shown dedication to his duties and has consistently contributed his leadership and effort for the benefit of the City.***

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

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

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***Will Rossbach, Mayor***

***Passed by the Maplewood  
Community Design Review Board  
on September 27, 2011***

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***Matt Ledvina, Chairperson***

***Attest:***

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***Karen Guilfoile, City Clerk***

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**AGENDA REPORT**

**TO:** City Council  
**FROM:** Finance Manager  
**RE:** APPROVAL OF CLAIMS  
**DATE:** November 18, 2011

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

ACCOUNTS PAYABLE:

\$ 160,536.44	Checks # 85647 thru # 85832 dated 11/8/11 thru 11/15/11
\$ 145,225.54	Disbursements via debits to checking account dated 11/4/11 thru 11/9/11
\$ 382,307.12	Checks # 85833 thru # 85876 dated 11/15/11 thru 11/22/11
\$ 399,397.75	Disbursements via debits to checking account dated 11/14/11 thru 11/18/11
<u>\$ 1,087,466.85</u>	Total Accounts Payable

PAYROLL

\$ 505,576.35	Payroll Checks and Direct Deposits dated 11/10/11
\$ 2,375.01	Payroll Deduction check # 9985526 thru # 9985528 dated 11/10/11
<u>\$ 507,951.36</u>	Total Payroll
<u><u>\$ 1,595,418.21</u></u>	<b>GRAND TOTAL</b>

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**

11/10/2011

Check	Date	Vendor	Description	Amount
85647	11/08/2011	02464 US BANK	FUNDS FOR ATMS	10,000.00
85648	11/15/2011	00216 BRIGGS & MORGAN, P.A.	ESTABLISHING TIF DISTRICT 1-10	1,500.00
85649	11/15/2011	00240 C.S.C. CREDIT SERVICES	BACKGROUND CHECKS - APPLICANTS	60.11
85650	11/15/2011	04137 THE EDGE MARTIAL ARTS	KARATE INSTRUCTION - OCT	520.00
	11/15/2011	04137 THE EDGE MARTIAL ARTS	KARATE INSTRUCTION - SEPT	420.00
85651	11/15/2011	01973 ERICKSON OIL PRODUCTS INC	CAR WASHES - OCT	60.00
85652	11/15/2011	03576 EUREKA RECYCLING	1000 RECYCLING BINS	7,139.25
85653	11/15/2011	02728 KIMLEY-HORN & ASSOCIATES INC	PROJ 08-13 PROF SRVS THRU 09/30	4,299.64
85654	11/15/2011	02607 KINNICKINNIC NATIVES LLC	RAINGARDEN PLANTS	97.50
85655	11/15/2011	00393 DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - OCT12856123035	2,681.66
85656	11/15/2011	01202 NYSTROM PUBLISHING CO INC	PRINTING SRVS MAPLEWOOD MONTHLY	6,088.63
85657	11/15/2011	01409 S.E.H.	PROJ 11-22 ENGINEERING FEES	2,708.58
85658	11/15/2011	01463 SISTER ROSALIND GEFRE	MCC MASSAGES OCT 1-15	1,110.00
	11/15/2011	01463 SISTER ROSALIND GEFRE	MCC MASSAGES SEPT 16-30	1,073.00
	11/15/2011	01463 SISTER ROSALIND GEFRE	MCC MASSAGES OCT 16-31	1,036.00
	11/15/2011	01463 SISTER ROSALIND GEFRE	MCC MASSAGES SEPT 1-15	703.00
85659	11/15/2011	01574 T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	1,703.29
	11/15/2011	01574 T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	445.73
	11/15/2011	01574 T.A. SCHIFSKY & SONS, INC	WEIGHTS FOR SANDER/RECYCLED BASE	251.46
85660	11/15/2011	04192 TRANS-MEDIC	EMS BILLING - OCT	3,780.00
85661	11/15/2011	01190 XCEL ENERGY	ELECTRIC UTILITY	14,378.21
	11/15/2011	01190 XCEL ENERGY	ELECTRIC UTILITY	1,153.25
	11/15/2011	01190 XCEL ENERGY	ELECTRIC UTILITY	452.70
85662	11/15/2011	04199 YOUTH SERVICE BUREAU, INC.	JUVENILE REFERRAL SERVICE 4TH QTR	6,250.00
85663	11/15/2011	01047 3M	ROLL GOODS FOR SIGN FABRICATION	1,875.66
	11/15/2011	01047 3M	ROLL GOODS FOR SIGN FABRICATION	925.82
85664	11/15/2011	04955 APPLIED CONSULTING & TRAINING	TRAINING	135.00
85665	11/15/2011	00230 BRYAN ROCK PRODUCTS, INC.	CLASS 2 3/4 MINUS - YARD PREP	483.05
85666	11/15/2011	04957 CROWN BANK	PROJ 02-07 TITLE WORK	330.00
85667	11/15/2011	02750 RICHARD DAWSON	REIMB FOR WORKOUT SHOES 11/3	49.99
85668	11/15/2011	00412 DONALD SALVERDA & ASSOCIATES	BOOKS FOR EFFECTIVE MGMT PROG	96.08
85669	11/15/2011	00420 DOWNTOWNER DETAIL CENTER	POLICE VEHICLE CLEANING & DETAILING	181.68
85670	11/15/2011	00103 EARL F ANDERSEN INC	12' ST POLES	1,085.08
85671	11/15/2011	04956 ELEGANCE BY DESIGN	FLORAL ARRANGEMENTS MCC 10/25	245.00
85672	11/15/2011	00531 FRA-DOR INC.	BLACK DIRT FOR YARD REPAIR	56.11
85673	11/15/2011	04846 HEALTHEAST	MEDICAL SUPPLIES	2,209.74
	11/15/2011	04846 HEALTHEAST	MEDICAL SUPPLIES	209.18
85674	11/15/2011	03597 MARY JO HOFMEISTER	REIMB FOR MILEAGE 10/4 - 11/3	13.60
85675	11/15/2011	02506 HUNT ELECTRIC CORP	REPAIR LIFT STATION 6 PUMP 1	1,928.12
85676	11/15/2011	03978 KANE'S CATERING SERVICE, INC	CATER DINNER THEATER MCC 11/04	370.00
85677	11/15/2011	00857 LEAGUE OF MINNESOTA CITIES	STORMWATER COALITION	1,250.00
85678	11/15/2011	03820 LS BLACK CONSTRUCTION INC	STATION 2 ROOF REPAIRS	1,850.00
85679	11/15/2011	00891 M A M A	MEETING AUG 11	20.00
85680	11/15/2011	00922 MAILE ENTERPRISES INC	FIRE HYDRANT MARKERS	1,067.29
85681	11/15/2011	04318 MILLER EXCAVATING, INC.	PROJ 09-04 RAIN GARDEN WORK	3,365.07
85682	11/15/2011	01061 MN STATE FIRE DEPT ASSOC	MEMBERSHIP DUES	432.00
85683	11/15/2011	04849 RICHARD NIELSEN	TEXAS HOLD'EM INSTRUCTOR - OCT	108.00
85684	11/15/2011	01175 CITY OF NORTH ST PAUL	REV SHARING SUMMER FIELD RENTAL	1,224.00
85685	11/15/2011	00001 ONE TIME VENDOR	REIMB DEVANEY DRIVEWAY/SPRINKLER	1,083.73
85686	11/15/2011	00001 ONE TIME VENDOR	REFUND J KURHOJETZ DAY TRIP	50.00
85687	11/15/2011	00001 ONE TIME VENDOR	REFUND BONFES PLUMBING/HEATING	40.00
85688	11/15/2011	00001 ONE TIME VENDOR	REFUND N EDGELL MEMBERSHIP	25.02
85689	11/15/2011	00001 ONE TIME VENDOR	REFUND VIBRANT LIFE CTR ADJ PRICE	15.00
85690	11/15/2011	04841 ALI OZYIGIT	INSTRUCTION FOR GYM PROGRAMS	270.00
85691	11/15/2011	01270 PITNEY BOWES INC	DF800 OFFICERIGHT FOLDER	3,758.79
	11/15/2011	01270 PITNEY BOWES INC	DF800 OFFICERIGHT FOLDER	-25.00

85692	11/15/2011	01302	STEVEN PRIEM	REIMB FOR SAFETY BOOTS 11/3	200.00
85693	11/15/2011	03879	SANSIO	EMS FEES - NOV	577.08
85694	11/15/2011	01836	CITY OF ST PAUL	JOINT SEWER USE 2011 02-7254	6,753.00
	11/15/2011	01836	CITY OF ST PAUL	JOINT SEWER USE 2011 DISTR 33S & 35S	2,706.00
	11/15/2011	01836	CITY OF ST PAUL	CAD SYS JPA JULY-SEPT	2,700.00
	11/15/2011	01836	CITY OF ST PAUL	JOINT SEWER USE 2011 02-8697	1,560.00
	11/15/2011	01836	CITY OF ST PAUL	TRAINING	675.00
	11/15/2011	01836	CITY OF ST PAUL	TRAINING	500.00
85695	11/15/2011	00198	ST. PAUL REGIONAL WATER SRVS	KENNARD IRR WATER/METER REMOVAL	97.07
85696	11/15/2011	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - OCT	2,634.80
85697	11/15/2011	03598	PAUL THEISEN	REIMB FOR MEALS 10/25 -10/27	7.60
85698	11/15/2011	04528	SARA M. R. THOMPSON	ZUMBA INSTRUCTION - OCT	242.50
85699	11/15/2011	02464	US BANK	PAYING AGENT FEES	215.63
85700	11/15/2011	03753	VEOLIA ENVIRONMENTAL SERVICES	FALL 2011 CITY WIDE CLEANUP	6,516.54
85701	11/15/2011	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - OCT	250.00
	11/15/2011	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - SEPT	250.00
85702	11/15/2011	01730	W.W. GOETSCH ASSOCIATES, INC.	REPAIR PUMP #2 LIFT STATION #6	6,981.09
85703	11/15/2011	04960	STEPHANIE WARNE	COMMISSION COST SCHREIER LAND	417.50
85704	11/15/2011	04592	BEVERLY ANDERSON	PRIMARY AND/OR GENERAL ELECTION	157.25
85705	11/15/2011	04593	ELSIE ANDERSON	PRIMARY AND/OR GENERAL ELECTION	226.63
85706	11/15/2011	04594	SUZANNE ANDERSON	PRIMARY AND/OR GENERAL ELECTION	359.63
85707	11/15/2011	04596	AHSAN ANSARI	PRIMARY AND/OR GENERAL ELECTION	300.63
85708	11/15/2011	04599	JOAN BARTELT	PRIMARY AND/OR GENERAL ELECTION	291.38
85709	11/15/2011	04600	DAVID BEDOR	PRIMARY AND/OR GENERAL ELECTION	286.75
85710	11/15/2011	04555	JAIME BELLAND	PRIMARY AND/OR GENERAL ELECTION	134.13
85711	11/15/2011	04602	ROBERT BERRY	PRIMARY AND/OR GENERAL ELECTION	367.50
85712	11/15/2011	04961	DIANE BJORKLUND	PRIMARY AND/OR GENERAL ELECTION	296.00
85713	11/15/2011	04556	DONITA BOLDEN	PRIMARY AND/OR GENERAL ELECTION	138.75
85714	11/15/2011	04603	ALBERT BORTZ	PRIMARY AND/OR GENERAL ELECTION	298.31
85715	11/15/2011	04604	JEANNE BORTZ	PRIMARY AND/OR GENERAL ELECTION	357.00
85716	11/15/2011	04605	BERNICE BUNKOWSKA	PRIMARY AND/OR GENERAL ELECTION	148.00
85717	11/15/2011	00262	JEANETTE CARLE	ELECTION JUDGE MILEAGE 8/27	6.66
	11/15/2011	00262	JEANETTE CARLE	ELECTION JUDGE MILEAGE 10/26	6.66
85718	11/15/2011	04607	EDWARD COMBE	PRIMARY AND/OR GENERAL ELECTION	291.38
85719	11/15/2011	04608	THOMAS CONNELLY	PRIMARY AND/OR GENERAL ELECTION	277.50
85720	11/15/2011	04610	INDIA D'ARCIO	PRIMARY AND/OR GENERAL ELECTION	157.25
85721	11/15/2011	04557	FRED DEMKO	PRIMARY AND/OR GENERAL ELECTION	69.38
85722	11/15/2011	04612	PHIL DEZELAR	PRIMARY AND/OR GENERAL ELECTION	275.19
85723	11/15/2011	04613	HELEN JEAN DICKSON	PRIMARY AND/OR GENERAL ELECTION	272.88
85724	11/15/2011	04614	DIANE DROEGER	PRIMARY AND/OR GENERAL ELECTION	432.00
85725	11/15/2011	04616	AUDREY DUELLMAN	PRIMARY AND/OR GENERAL ELECTION	396.00
85726	11/15/2011	04617	CAROLYN EICKHOFF	PRIMARY AND/OR GENERAL ELECTION	404.25
85727	11/15/2011	04618	ELIZABETH ERICKSON	PRIMARY AND/OR GENERAL ELECTION	420.00
	11/15/2011	04618	ELIZABETH ERICKSON	ELECTION JUDGE MILEAGE 8/9 - 11/8	15.54
85728	11/15/2011	04621	CAROL EVANS	PRIMARY AND/OR GENERAL ELECTION	161.88
85729	11/15/2011	04623	JEAN FERNHOLZ	PRIMARY AND/OR GENERAL ELECTION	298.31
85730	11/15/2011	04958	ROBERTA FINCH	PRIMARY AND/OR GENERAL ELECTION	300.63
85731	11/15/2011	04626	PETER FISCHER	PRIMARY AND/OR GENERAL ELECTION	411.00
85732	11/15/2011	04627	DELORES FITZGERALD	PRIMARY AND/OR GENERAL ELECTION	286.75
85733	11/15/2011	04628	ANNE FOSBURGH	PRIMARY AND/OR GENERAL ELECTION	338.63
85734	11/15/2011	04629	CYNTHIA FOWLER	PRIMARY AND/OR GENERAL ELECTION	357.00
85735	11/15/2011	04631	JAMES FRANZEN	PRIMARY AND/OR GENERAL ELECTION	157.25
85736	11/15/2011	04633	CHARLENE FRIEDLEIN	PRIMARY AND/OR GENERAL ELECTION	414.00
85737	11/15/2011	04634	RICHARD FRIEDLEIN	PRIMARY AND/OR GENERAL ELECTION	396.00
85738	11/15/2011	04635	MARY KATHERINE FULLER	PRIMARY AND/OR GENERAL ELECTION	291.38
85739	11/15/2011	04642	VICTOR GEBAUER	PRIMARY AND/OR GENERAL ELECTION	391.13
85740	11/15/2011	04643	SISTER CLARICE GIERZAK	PRIMARY AND/OR GENERAL ELECTION	97.13
85741	11/15/2011	04644	DIANE GOLASKI	PRIMARY AND/OR GENERAL ELECTION	459.00
	11/15/2011	04644	DIANE GOLASKI	ELECTION JUDGE PHONE & MILEAGE 8/8 -	26.65
85742	11/15/2011	04645	JAMIE GUDKNECHT	PRIMARY AND/OR GENERAL ELECTION	432.00
85743	11/15/2011	04647	ROSIE GUTHRIE	PRIMARY AND/OR GENERAL ELECTION	291.38
85744	11/15/2011	04649	JOAN HANSON	PRIMARY AND/OR GENERAL ELECTION	291.38
85745	11/15/2011	04650	BARBARA HART	PRIMARY AND/OR GENERAL ELECTION	293.69

85746	11/15/2011	04652	DARLENE HERBER	PRIMARY AND/OR GENERAL ELECTION	122.56
85747	11/15/2011	04653	CONSTANCE HINES	PRIMARY AND/OR GENERAL ELECTION	152.63
85748	11/15/2011	04655	JEANETTE HULET	PRIMARY AND/OR GENERAL ELECTION	286.75
85749	11/15/2011	04656	ROBERT HULET	PRIMARY AND/OR GENERAL ELECTION	291.38
85750	11/15/2011	04658	GWENDOLYN JEFFERSON	PRIMARY AND/OR GENERAL ELECTION	148.00
85751	11/15/2011	04659	ROBERT JENSEN	PRIMARY AND/OR GENERAL ELECTION	291.38
85752	11/15/2011	04660	JUDITH JOHANNESSEN	PRIMARY AND/OR GENERAL ELECTION	396.00
85753	11/15/2011	04661	KATHLEEN JOHANSEN	PRIMARY AND/OR GENERAL ELECTION	289.06
85754	11/15/2011	04558	WARREN JOHNSON	PRIMARY AND/OR GENERAL ELECTION	138.75
85755	11/15/2011	04664	SHIRLEY JONES	PRIMARY AND/OR GENERAL ELECTION	293.69
85756	11/15/2011	04665	JOYCE JURMU	PRIMARY AND/OR GENERAL ELECTION	296.00
85757	11/15/2011	04666	HAROLD KIRCHOFF	PRIMARY AND/OR GENERAL ELECTION	129.50
85758	11/15/2011	04667	CAROL KNAUSS	PRIMARY AND/OR GENERAL ELECTION	293.69
85759	11/15/2011	04668	ROSEMARY KOCH	PRIMARY AND/OR GENERAL ELECTION	161.88
85760	11/15/2011	04669	DENNIS KRAMER	PRIMARY AND/OR GENERAL ELECTION	291.38
85761	11/15/2011	04670	PATRICIA KRAMER	PRIMARY AND/OR GENERAL ELECTION	136.44
85762	11/15/2011	04675	MARVELLA LACKNER	PRIMARY AND/OR GENERAL ELECTION	296.00
85763	11/15/2011	04676	CHARLOTTE LAMPE	PRIMARY AND/OR GENERAL ELECTION	226.63
85764	11/15/2011	04677	LORRAINE LAUREN	PRIMARY AND/OR GENERAL ELECTION	138.75
85765	11/15/2011	04678	FAYLENE LAVALLE	PRIMARY AND/OR GENERAL ELECTION	291.38
85766	11/15/2011	04679	DONNA LAWRENCE	PRIMARY AND/OR GENERAL ELECTION	291.38
85767	11/15/2011	04683	CLAUDETTE LEONARD	PRIMARY AND/OR GENERAL ELECTION	101.75
85768	11/15/2011	04684	STEVE LINCOWSKI	PRIMARY AND/OR GENERAL ELECTION	346.50
85769	11/15/2011	04685	VI LINCOWSKI	PRIMARY AND/OR GENERAL ELECTION	148.00
85770	11/15/2011	04686	JACKIE LOCKWOOD	PRIMARY AND/OR GENERAL ELECTION	154.94
85771	11/15/2011	04687	DARLENE LOIPERSBECK	PRIMARY AND/OR GENERAL ELECTION	157.25
85772	11/15/2011	04688	JULES LOIPERSBECK	PRIMARY AND/OR GENERAL ELECTION	362.25
85773	11/15/2011	04689	SHARI LOWE-ADAMS	PRIMARY AND/OR GENERAL ELECTION	141.06
85774	11/15/2011	04691	SHIRLEY LUTTRELL	PRIMARY AND/OR GENERAL ELECTION	324.00
85775	11/15/2011	04693	VALERIE MAHOWALD	PRIMARY AND/OR GENERAL ELECTION	291.38
85776	11/15/2011	03496	GERALDINE MAHRE	PRIMARY AND/OR GENERAL ELECTION	426.00
	11/15/2011	03496	GERALDINE MAHRE	ELECTION JUDGE PHONE 8/8 - 11/8	10.00
85777	11/15/2011	04695	DELORES MARSH	PRIMARY AND/OR GENERAL ELECTION	111.00
85778	11/15/2011	04696	THOMAS MASKREY	PRIMARY AND/OR GENERAL ELECTION	157.25
85779	11/15/2011	04697	SHEILA MAUSTON	PRIMARY AND/OR GENERAL ELECTION	152.63
85780	11/15/2011	04700	JUDY MCCAULEY	PRIMARY AND/OR GENERAL ELECTION	291.38
85781	11/15/2011	04701	GERALDINE MECHELKE	PRIMARY AND/OR GENERAL ELECTION	296.00
85782	11/15/2011	04559	MARY LOU MECHELKE	PRIMARY AND/OR GENERAL ELECTION	359.63
85783	11/15/2011	04705	DOLORES MUDEK	PRIMARY AND/OR GENERAL ELECTION	92.50
85784	11/15/2011	04709	THOMAS MYSTER	PRIMARY AND/OR GENERAL ELECTION	157.25
85785	11/15/2011	04711	MARY NEWCOMB	PRIMARY AND/OR GENERAL ELECTION	414.00
85786	11/15/2011	04712	MIRANDA NICHOLS	PRIMARY AND/OR GENERAL ELECTION	222.00
85787	11/15/2011	04713	LOUISE NIETERS	PRIMARY AND/OR GENERAL ELECTION	212.75
85788	11/15/2011	04714	HELEN NISSEN	PRIMARY AND/OR GENERAL ELECTION	293.69
85789	11/15/2011	04717	D WILLIAM O'BRIEN	PRIMARY AND/OR GENERAL ELECTION	408.00
85790	11/15/2011	04718	ANITA OLSON	PRIMARY AND/OR GENERAL ELECTION	279.81
85791	11/15/2011	04719	LOIS OLSON	PRIMARY AND/OR GENERAL ELECTION	298.31
85792	11/15/2011	04720	NORMAN OLSON	PRIMARY AND/OR GENERAL ELECTION	152.63
85793	11/15/2011	04722	KEN PADDOCK	PRIMARY AND/OR GENERAL ELECTION	372.75
85794	11/15/2011	04723	DIAN PARENT	PRIMARY AND/OR GENERAL ELECTION	423.00
85795	11/15/2011	04724	LLOYD PEITZMAN	PRIMARY AND/OR GENERAL ELECTION	157.25
85796	11/15/2011	04725	MARILYN PEPER	PRIMARY AND/OR GENERAL ELECTION	298.31
85797	11/15/2011	04728	RITA RENSLOW	PRIMARY AND/OR GENERAL ELECTION	224.31
85798	11/15/2011	04729	VINCENT RODRIGUEZ	PRIMARY AND/OR GENERAL ELECTION	468.00
85799	11/15/2011	04731	ELAINE RUDEEN	PRIMARY AND/OR GENERAL ELECTION	286.75
85800	11/15/2011	04732	JANET SANDBERG	PRIMARY AND/OR GENERAL ELECTION	152.63
85801	11/15/2011	04733	PAULINE SATRIANO	PRIMARY AND/OR GENERAL ELECTION	291.38
85802	11/15/2011	04734	ELMER SAUER	PRIMARY AND/OR GENERAL ELECTION	152.63
85803	11/15/2011	04735	KATHLEEN SAUER	PRIMARY AND/OR GENERAL ELECTION	298.31
	11/15/2011	04735	KATHLEEN SAUER	ELECTION JUDGE MILEAGE 11/8	2.78
85804	11/15/2011	04737	MARJORIE SCHEUNEMANN	PRIMARY AND/OR GENERAL ELECTION	291.38
85805	11/15/2011	04738	CYNTHIA SCHLUENER	PRIMARY AND/OR GENERAL ELECTION	291.38
85806	11/15/2011	04739	MARY ANN SCHNEIDER	PRIMARY AND/OR GENERAL ELECTION	293.69

85807	11/15/2011	04741	LOUISE SCHULTZ	PRIMARY AND/OR GENERAL ELECTION	296.00
85808	11/15/2011	04742	TERESA SHORES	PRIMARY AND/OR GENERAL ELECTION	199.50
85809	11/15/2011	04743	DELANEY SKAAR	PRIMARY AND/OR GENERAL ELECTION	289.06
85810	11/15/2011	04744	SUSAN SKAAR	PRIMARY AND/OR GENERAL ELECTION	298.31
85811	11/15/2011	04745	BOB SPANGLER	PRIMARY AND/OR GENERAL ELECTION	298.31
85812	11/15/2011	04746	LOUIS SPIES	PRIMARY AND/OR GENERAL ELECTION	305.25
85813	11/15/2011	04747	TIM STAFKI	PRIMARY AND/OR GENERAL ELECTION	426.00
	11/15/2011	04747	TIM STAFKI	ELECTION JUDGE MILEAGE 11/7-11/8	15.54
	11/15/2011	04747	TIM STAFKI	ELECTION JUDGE 9/8 - 9/9	15.54
85814	11/15/2011	04749	RICHARD STEENBERG	PRIMARY AND/OR GENERAL ELECTION	296.00
85815	11/15/2011	04750	KAREN STENSON	PRIMARY AND/OR GENERAL ELECTION	298.31
85816	11/15/2011	04752	MARY STORM	PRIMARY AND/OR GENERAL ELECTION	291.38
85817	11/15/2011	04753	JOAN STRACK	PRIMARY AND/OR GENERAL ELECTION	291.38
85818	11/15/2011	04754	LORI TAYLOR	PRIMARY AND/OR GENERAL ELECTION	367.50
85819	11/15/2011	04756	FRANKLIN TOLBERT	PRIMARY AND/OR GENERAL ELECTION	138.75
85820	11/15/2011	04959	DALE TRIPPLER	PRIMARY AND/OR GENERAL ELECTION	346.50
85821	11/15/2011	04757	MICKI TSCHIDA	PRIMARY AND/OR GENERAL ELECTION	336.00
85822	11/15/2011	04758	CAROLYN URBANSKI	PRIMARY AND/OR GENERAL ELECTION	157.25
85823	11/15/2011	04759	HOLLY URBANSKI	PRIMARY AND/OR GENERAL ELECTION	405.00
	11/15/2011	04759	HOLLY URBANSKI	ELECTION JUDGE PHONE 8/9 - 11/8	10.00
85824	11/15/2011	04760	MICHELLE URBANSKI	PRIMARY AND/OR GENERAL ELECTION	18.50
85825	11/15/2011	04761	WILLIAM URBANSKI	PRIMARY AND/OR GENERAL ELECTION	164.19
85826	11/15/2011	04762	BEULAH VANBLARICOM	PRIMARY AND/OR GENERAL ELECTION	291.38
85827	11/15/2011	04763	MARY VANEK	PRIMARY AND/OR GENERAL ELECTION	134.13
85828	11/15/2011	04765	GAYLE WASMUNDT	PRIMARY AND/OR GENERAL ELECTION	426.00
85829	11/15/2011	04768	LARRY WHITCOMB	PRIMARY AND/OR GENERAL ELECTION	336.00
85830	11/15/2011	04770	DELORES WITSCHEN	PRIMARY AND/OR GENERAL ELECTION	296.00
85831	11/15/2011	04772	KAREN ZACHO	PRIMARY AND/OR GENERAL ELECTION	157.25
85832	11/15/2011	04773	HELEN ZIAN	PRIMARY AND/OR GENERAL ELECTION	296.00

160,536.44

186 Checks in this report

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

<b>Transmitted Settlement</b>				
<u>Date</u>	<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/4/2011	11/7/2011	MN State Treasurer	Drivers License/Deputy Registrar	32,051.43
11/7/2011	11/8/2011	MN State Treasurer	Drivers License/Deputy Registrar	28,330.82
11/4/2011	11/9/2011	US Bank VISA One Card*	Purchasing card items	55.93
11/8/2011	11/9/2011	MN State Treasurer	Drivers License/Deputy Registrar	26,375.13
11/9/2011	11/10/2011	MN State Treasurer	Drivers License/Deputy Registrar	26,714.47
11/9/2011	11/10/2011	ING - State Plan	Deferred Compensation	27,385.00
11/9/2011	11/10/2011	ICMA (Vantagepointe)	Deferred Compensation	4,312.76
<b>TOTAL</b>				<b><u>145,225.54</u></b>

\*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
10/29/2011	10/31/2011	KOHL'S #0408	\$51.39	TODD LANGNER
10/31/2011	11/02/2011	UNIFORMS UNLIMITED INC	\$4.54	JULIE OLSON
			\$55.93	

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>
	11/10/11	JUENEMANN, KATHLEEN	416.42
	11/10/11	KOPPEN, MARVIN	416.42
	11/10/11	LLANAS, JAMES	416.42
	11/10/11	NEPHEW, JOHN	416.42
	11/10/11	ROSSBACH, WILLIAM	473.15
	11/10/11	STRAUTMANIS, MARIS	172.00
	11/10/11	AHL, R. CHARLES	5,358.72
	11/10/11	ANTONEN, JAMES	5,800.00
	11/10/11	BURLINGAME, SARAH	1,966.92
	11/10/11	KANTRUD, HUGH	184.62
	11/10/11	CHRISTENSON, SCOTT	1,915.75
	11/10/11	FARR, LARRY	3,030.67
	11/10/11	JAHN, DAVID	2,041.73
	11/10/11	RAMEAUX, THERESE	3,030.67
	11/10/11	BAUMAN, GAYLE	4,214.97
	11/10/11	URBANSKI, HOLLY	240.00
	11/10/11	ANDERSON, CAROLE	1,847.99
	11/10/11	DEBILZAN, JUDY	1,270.59
	11/10/11	JACKSON, MARY	2,115.28
	11/10/11	KELSEY, CONNIE	2,569.23
	11/10/11	RUEB, JOSEPH	2,493.80
	11/10/11	ARNOLD, AJLA	1,535.71
	11/10/11	CAREY, HEIDI	2,005.19
	11/10/11	GUILFOILE, KAREN	4,376.43
	11/10/11	NEPHEW, MICHELLE	1,645.00
	11/10/11	SCHMIDT, DEBORAH	2,719.20
	11/10/11	SPANGLER, EDNA	1,086.09
	11/10/11	THOMFORDE, FAITH	357.00
	11/10/11	CORTESI, LUANNE	1,074.32
	11/10/11	LARSON, MICHELLE	1,758.15
	11/10/11	MECHELKE, SHERRIE	1,129.29
	11/10/11	MOY, PAMELA	1,496.49
	11/10/11	OSTER, ANDREA	1,886.77
	11/10/11	RICHTER, CHARLENE	781.69
	11/10/11	SCHOENECKER, LEIGH	1,554.15
	11/10/11	WEAVER, KRISTINE	2,288.55
	11/10/11	CARLE, JEANETTE	165.00
	11/10/11	CORCORAN, THERESA	1,882.15
	11/10/11	KVAM, DAVID	4,188.29
	11/10/11	PALANK, MARY	1,886.77
	11/10/11	POWELL, PHILIP	2,903.67
	11/10/11	SVENDSEN, JOANNE	2,081.79
	11/10/11	THOMALLA, DAVID	4,936.26
	11/10/11	YOUNG, TAMELA	1,882.15
	11/10/11	ABEL, CLINT	3,157.58
	11/10/11	ALDRIDGE, MARK	3,349.67
	11/10/11	BAKKE, LONN	2,901.07
	11/10/11	BARTZ, PAUL	3,543.60
	11/10/11	BELDE, STANLEY	2,954.18
	11/10/11	BENJAMIN, MARKESE	3,144.52
	11/10/11	BIERDEMAN, BRIAN	3,591.55
	11/10/11	BOHL, JOHN	3,342.65
	11/10/11	BUSACK, DANIEL	4,131.19
	11/10/11	COFFEY, KEVIN	3,367.34

11/10/11	CROTTY, KERRY	3,575.20
11/10/11	DEMULLING, JOSEPH	2,849.37
11/10/11	DOBLAR, RICHARD	3,886.81
11/10/11	DUGAS, MICHAEL	3,480.81
11/10/11	ERICKSON, VIRGINIA	2,500.17
11/10/11	FLOR, TIMOTHY	3,280.41
11/10/11	FORSYTHE, MARCUS	1,903.96
11/10/11	FRASER, JOHN	3,268.04
11/10/11	FRITZE, DEREK	3,452.68
11/10/11	GABRIEL, ANTHONY	3,272.92
11/10/11	HAWKINSON JR, TIMOTHY	2,887.72
11/10/11	HER, PHENG	2,836.22
11/10/11	HIEBERT, STEVEN	3,458.72
11/10/11	JOHNSON, KEVIN	5,005.54
11/10/11	KALKA, THOMAS	913.08
11/10/11	KONG, TOMMY	2,934.89
11/10/11	KREKELER, NICHOLAS	842.40
11/10/11	KROLL, BRETT	2,856.23
11/10/11	LANGNER, SCOTT	2,842.94
11/10/11	LANGNER, TODD	2,943.49
11/10/11	LU, JOHNNIE	3,419.78
11/10/11	LYNCH, KATHERINE	2,159.33
11/10/11	MARINO, JASON	3,800.15
11/10/11	MARTIN, JERROLD	3,097.06
11/10/11	MCCARTY, GLEN	3,139.76
11/10/11	METRY, ALESIA	3,001.43
11/10/11	NYE, MICHAEL	3,240.82
11/10/11	OLSON, JULIE	3,115.21
11/10/11	PARKER, JAMES	2,238.59
11/10/11	REZNY, BRADLEY	3,235.74
11/10/11	RHUDE, MATTHEW	3,067.48
11/10/11	SHORTREED, MICHAEL	4,060.51
11/10/11	STEINER, JOSEPH	2,964.76
11/10/11	SYPNIEWSKI, WILLIAM	3,093.16
11/10/11	SZCZEPANSKI, THOMAS	3,063.23
11/10/11	TAUZELL, BRIAN	2,546.22
11/10/11	THEISEN, PAUL	3,167.66
11/10/11	THIENES, PAUL	4,495.25
11/10/11	TRAN, JOSEPH	3,001.43
11/10/11	WENZEL, JAY	3,075.24
11/10/11	XIONG, KAO	2,842.94
11/10/11	ANDERSON, BRIAN	12.00
11/10/11	BAHL, DAVID	185.50
11/10/11	BASSETT, BRENT	156.00
11/10/11	BAUMAN, ANDREW	2,776.97
11/10/11	BECK, YANCEY	516.00
11/10/11	BIGELBACH, ANTHONY	228.00
11/10/11	BOURQUIN, RON	1,028.00
11/10/11	BRADBURY, RYAN	318.00
11/10/11	BRESIN, ROBERT	429.00
11/10/11	CAPISTRANT, JACOB	543.00
11/10/11	CAPISTRANT, JOHN	399.00
11/10/11	CRAWFORD, RAYMOND	156.00
11/10/11	CRUMMY, CHARLES	375.00
11/10/11	DAWSON, RICHARD	2,717.48
11/10/11	DIERICH, REBECCA	213.00
11/10/11	EATON, PAUL	216.00
11/10/11	EVERSON, PAUL	3,150.67
11/10/11	FOSSUM, ANDREW	2,575.55
11/10/11	HAGEN, MICHAEL	216.00
11/10/11	HALE, JOSEPH	294.00
11/10/11	HALWEG, JODI	2,740.50
11/10/11	HAWTHORNE, ROCHELLE	288.00
11/10/11	HENDRICKSON, NICHOLAS	2,304.81

11/10/11	HUTCHINSON, JAMES	399.00
11/10/11	IMM, TRACY	210.00
11/10/11	JOHNSON, JAMES	997.75
11/10/11	KANE, ROBERT	808.50
11/10/11	KARRAS, JAMIE	375.00
11/10/11	KERSKA, JOSEPH	618.00
11/10/11	KONDER, RONALD	510.00
11/10/11	KUBAT, ERIC	2,365.84
11/10/11	LINDER, TIMOTHY	2,529.65
11/10/11	LOCHEN, MICHAEL	416.00
11/10/11	MELLEN, CHRISTOPHER	420.00
11/10/11	MELLEN, RICHARD	261.00
11/10/11	MILLER, LADD	238.00
11/10/11	MILLER, NICHOLAS	357.00
11/10/11	MONDOR, MICHAEL	3,089.18
11/10/11	MONSON, PETER	195.00
11/10/11	MORGAN, JEFFERY	526.50
11/10/11	NIELSEN, KENNETH	438.00
11/10/11	NOVAK, JEROME	2,726.12
11/10/11	NOWICKI, PAUL	147.00
11/10/11	OLSON, JAMES	2,776.97
11/10/11	OPHEIM, JOHN	224.00
11/10/11	PACHECO, ALPHONSE	633.00
11/10/11	PETERSON, MARK	602.00
11/10/11	PETERSON, ROBERT	3,276.86
11/10/11	PLACE, ANDREA	2,754.74
11/10/11	POWERS, KENNETH	183.00
11/10/11	RAINEY, JAMES	762.00
11/10/11	RANK, NATHAN	858.00
11/10/11	RANK, PAUL	432.00
11/10/11	RAVENWALD, CORINNE	39.00
11/10/11	REYNOSO, ANGEL	228.00
11/10/11	RICE, CHRISTOPHER	1,081.50
11/10/11	RODRIGUEZ, ROBERTO	312.00
11/10/11	SCHULTZ, JEROME	531.00
11/10/11	SEDLACEK, JEFFREY	2,648.38
11/10/11	STREFF, MICHAEL	2,911.25
11/10/11	SVENDSEN, RONALD	3,234.69
11/10/11	WESSELS, TIMOTHY	288.00
11/10/11	WHITE, JOEL	378.00
11/10/11	GERVAIS-JR, CLARENCE	3,867.86
11/10/11	LUKIN, STEVEN	4,475.33
11/10/11	ZWIEG, SUSAN	2,236.46
11/10/11	KNUTSON, LOIS	2,034.95
11/10/11	NIVEN, AMY	1,411.62
11/10/11	PRIEFER, WILLIAM	2,713.17
11/10/11	BRINK, TROY	2,400.51
11/10/11	BUCKLEY, BRENT	2,044.15
11/10/11	DEBILZAN, THOMAS	1,293.67
11/10/11	EDGE, DOUGLAS	2,104.20
11/10/11	HAMRE, MILES	1,440.00
11/10/11	JONES, DONALD	2,195.35
11/10/11	MEISSNER, BRENT	1,930.15
11/10/11	NAGEL, BRYAN	3,408.40
11/10/11	OSWALD, ERICK	2,523.91
11/10/11	RUNNING, ROBERT	2,593.25
11/10/11	TEVLIN, TODD	2,155.35
11/10/11	BURLINGAME, NATHAN	2,006.40
11/10/11	DUCHARME, JOHN	2,713.97
11/10/11	ENGSTROM, ANDREW	2,530.95
11/10/11	JACOBSON, SCOTT	2,694.47
11/10/11	JAROSCH, JONATHAN	2,822.83
11/10/11	KREGER, JASON	2,347.36
11/10/11	KUMMER, STEVEN	3,123.77

11/10/11	LINDBLOM, RANDAL	2,713.97
11/10/11	LOVE, STEVEN	3,281.21
11/10/11	THOMPSON, MICHAEL	4,228.24
11/10/11	ZIEMAN, SCOTT	163.30
11/10/11	KONEWKO, DUWAYNE	4,590.46
11/10/11	EDSON, DAVID	2,170.59
11/10/11	HINNENKAMP, GARY	2,138.46
11/10/11	MARUSKA, MARK	3,183.11
11/10/11	NAUGHTON, JOHN	2,125.35
11/10/11	NORDQUIST, RICHARD	2,127.66
11/10/11	BIESANZ, OAKLEY	1,365.66
11/10/11	DEAVER, CHARLES	458.84
11/10/11	GERNES, CAROLE	523.69
11/10/11	HAYMAN, JANET	1,380.60
11/10/11	HUTCHINSON, ANN	2,622.80
11/10/11	SOUTTER, CHRISTINE	338.63
11/10/11	WACHAL, KAREN	879.08
11/10/11	GAYNOR, VIRGINIA	3,211.95
11/10/11	KROLL, LISA	1,882.15
11/10/11	SINDT, ANDREA	2,013.80
11/10/11	THOMPSON, DEBRA	752.86
11/10/11	EKSTRAND, THOMAS	3,800.52
11/10/11	FINWALL, SHANN	3,202.15
11/10/11	MARTIN, MICHAEL	2,682.95
11/10/11	BRASH, JASON	2,259.75
11/10/11	CARVER, NICHOLAS	3,211.95
11/10/11	FISHER, DAVID	3,778.99
11/10/11	SWAN, DAVID	2,738.95
11/10/11	WELLENS, MOLLY	1,644.36
11/10/11	ALLEN, KATELYN	157.50
11/10/11	BERGER, STEPHANIE	361.00
11/10/11	BETHEL III, CHARLES	42.50
11/10/11	BJORK, BRANDON	586.50
11/10/11	CONNOLLY, COURTNEY	39.00
11/10/11	FRANK, PETER	250.00
11/10/11	GERMAIN, BRADY	96.00
11/10/11	JANASZAK, MEGHAN	72.44
11/10/11	ROBBINS, AUDRA	2,847.74
11/10/11	ROBBINS, CAMDEN	152.00
11/10/11	SCHALLER, SCOTT	112.88
11/10/11	SCHALLER, TYLER	61.63
11/10/11	TAYLOR, JAMES	2,711.78
11/10/11	ADAMS, DAVID	1,421.27
11/10/11	GERMAIN, DAVID	2,134.59
11/10/11	HAAG, MARK	2,317.04
11/10/11	SCHULTZ, SCOTT	3,060.34
11/10/11	ANZALDI, MANDY	1,338.82
11/10/11	BRENEMAN, NEIL	1,603.71
11/10/11	CRAWFORD - JR, RAYMOND	563.74
11/10/11	EVANS, CHRISTINE	1,365.21
11/10/11	GLASS, JEAN	2,103.67
11/10/11	HER, PETER	432.20
11/10/11	HOFMEISTER, MARY	1,043.50
11/10/11	HOFMEISTER, TIMOTHY	461.88
11/10/11	KULHANEK-DIONNE, ANN	471.63
11/10/11	OLSON, SANDRA	49.00
11/10/11	PELOQUIN, PENNYE	647.58
11/10/11	PENN, CHRISTINE	2,199.26
11/10/11	SHERRILL, CAITLIN	780.97
11/10/11	VANG, KAY	90.75
11/10/11	VUE, LOR PAO	263.50
11/10/11	ZIELINSKI, JUDY	53.90
11/10/11	ANDERSON, MAXWELL	324.00
11/10/11	BAETZOLD, SETH	54.38

11/10/11	BAUDE, SARAH	73.00
11/10/11	BEITLER, JULIE	37.10
11/10/11	BIGGS, ANNETTE	58.86
11/10/11	BRUSOE, CRISTINA	127.60
11/10/11	BUCKLEY, BRITTANY	87.00
11/10/11	BUTLER, ANGELA	34.00
11/10/11	CRANDALL, KRISTA	208.36
11/10/11	DEMPSEY, BETH	202.00
11/10/11	DIONNE, DANIELLE	98.55
11/10/11	DUNN, RYAN	1,050.43
11/10/11	ERICKSON-CLARK, CAROL	49.00
11/10/11	FONTAINE, KIM	383.07
11/10/11	GIPPLE, TRISHA	30.60
11/10/11	GRAY, MEGAN	130.59
11/10/11	GRUENHAGEN, LINDA	451.65
11/10/11	HAGSTROM, EMILY	80.40
11/10/11	HANSEN, HANNAH	289.00
11/10/11	HEINRICH, SHEILA	714.00
11/10/11	HOLMBERG, LADONNA	612.50
11/10/11	HORWATH, RONALD	2,589.01
11/10/11	IVES, RANDY	140.00
11/10/11	JOHNSON, BARBARA	173.20
11/10/11	JOYER, ANTHONY	74.00
11/10/11	JOYER, JENNA	33.80
11/10/11	KOHLER, ROCHELLE	72.00
11/10/11	KOLLER, NINA	350.51
11/10/11	KRONHOLM, KATHRYN	821.25
11/10/11	LAMEYER, ZACHARY	32.20
11/10/11	LAMSON, ELIANA	72.00
11/10/11	MCCANN, NATALIE	62.00
11/10/11	NADEAU, KELLY	202.63
11/10/11	NELSON, ELEONOR	75.00
11/10/11	NORTHOUSE, KATHERINE	173.75
11/10/11	PEHOSKI, JOEL	48.75
11/10/11	POVLITZKI, MARINA	38.00
11/10/11	PROESCH, ANDY	737.98
11/10/11	RANEY, COURTNEY	214.00
11/10/11	RESENDIZ, LORI	2,129.22
11/10/11	RICHTER, DANIEL	113.40
11/10/11	RONNING, ISAIAH	223.30
11/10/11	RONNING, ZACCEUS	251.85
11/10/11	ROTH, DEEPALI	60.00
11/10/11	SCHMIDT, EMILY	88.40
11/10/11	SCHREIER, ROSEMARIE	185.00
11/10/11	SCHREINER, MICHELLE	160.87
11/10/11	SCHUNEMAN, GREGORY	60.45
11/10/11	SMITH, ANN	121.80
11/10/11	SMITLEY, SHARON	336.70
11/10/11	TAYLOR, JASON	36.40
11/10/11	THORWICK, MEGAN	139.65
11/10/11	TREPANIER, TODD	528.00
11/10/11	TRUE, ANDREW	82.36
11/10/11	TUPY, HEIDE	91.60
11/10/11	TUPY, MARCUS	308.75
11/10/11	WARNER, CAROLYN	158.40
11/10/11	WEDES, CARYL	99.00
11/10/11	WOLFGRAM, MARY	93.60
11/10/11	BOSLEY, CAROL	110.00
11/10/11	BEHAN, JAMES	2,385.53
11/10/11	COLEMAN, PATRICK	112.50
11/10/11	DOUGLASS, TOM	1,320.90
11/10/11	LONETTI, JAMES	480.00
11/10/11	MALONEY, SHAUNA	285.00
11/10/11	PRINS, KELLY	1,255.62

	11/10/11	REILLY, MICHAEL	1,915.75
	11/10/11	SCHULZE, KEVIN	480.00
	11/10/11	THOMPSON, BENJAMIN	250.50
	11/10/11	AICHELE, CRAIG	2,199.47
	11/10/11	PRIEM, STEVEN	2,392.46
	11/10/11	WOEHRLE, MATTHEW	2,178.95
	11/10/11	BERGO, CHAD	2,651.63
	11/10/11	FOWLDS, MYCHAL	3,669.86
	11/10/11	FRANZEN, NICHOLAS	2,601.28
9985505	11/10/11	BARTZ, BAYLEE	65.00
9985506	11/10/11	FEIST, ASHLEY	78.00
9985507	11/10/11	MCMAHON, ALLISON	208.00
9985508	11/10/11	PETERSON, HAYLIE	78.00
9985509	11/10/11	RITCHIE, KALLY	39.00
9985510	11/10/11	ROKKE, MARINA	78.00
9985511	11/10/11	VUKICH, CANDACE	133.00
9985512	11/10/11	WESTEMEIER, EMILY	143.00
9985513	11/10/11	VANG, TIM	354.00
9985514	11/10/11	ERICSON, RACHEL	19.50
9985515	11/10/11	FLUEGEL, LARISSA	52.85
9985516	11/10/11	MCMAHON, MICHAEL	45.86
9985517	11/10/11	ROSTRON, ROBERT	544.15
9985518	11/10/11	SCOTT, HALEY	51.45
9985519	11/10/11	SMITH, CASEY	91.53
9985520	11/10/11	WALES, ABIGAIL	159.50
9985521	11/10/11	BALLIS, ALYSSA	99.00
9985522	11/10/11	RANGEL, SAMANTHA	72.00
9985523	11/10/11	BELMARES, GABRIEL	39.88
9985524	11/10/11	REMNYAKOVA, ANZHELIKA	206.63
9985525	11/10/11	STEFFEN, MICHAEL	87.00
			505,576.35

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

11/18/2011

Check	Date	Vendor	Description	Amount	
85833	11/15/2011	02464	US BANK	FUNDS FOR ATMS	5,000.00
85834	11/22/2011	00157	BARR ENGINEERING CO	PROJ 10-14 PROF SRVS 09/10 - 10/07	3,701.08
85835	11/22/2011	00585	GOPHER STATE ONE-CALL	NET BILLABEL TICKETS - OCT	736.80
85836	11/22/2011	04206	H.A. KANTRUD	PROSECUTION & LEGAL SRVS - DEC	16,100.00
85837	11/22/2011	00687	HUGO'S TREE CARE INC	REMOVAL BLVD ASH TREE BELLWOOD	653.01
85838	11/22/2011	00985	METROPOLITAN COUNCIL	WASTEWATER - DEC	216,688.14
85839	11/22/2011	04316	CITY OF MINNEAPOLIS RECEIVABLES	AUTO PAWN SYS - OCT	625.20
85840	11/22/2011	01149	NATURAL RESOURCES RESTOR INC	CUT & TREAT BUCKTHORN @ P FARM	2,244.38
85841	11/22/2011	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SRVS - OCT	24,088.75
	11/22/2011	01337	RAMSEY COUNTY-PROP REC & REV	MESB & FLEET SUPPORT FEE - OCT	654.08
	11/22/2011	01337	RAMSEY COUNTY-PROP REC & REV	MESB & FLEET SUPPORT FEE - OCT	595.84
85842	11/22/2011	01337	RAMSEY COUNTY-PROP REC & REV	SHRUBS & TREES FOR BEAVER CREEK	919.13
	11/22/2011	01337	RAMSEY COUNTY-PROP REC & REV	REPLACEMENT PLANTS - RAINGARDENS	405.06
	11/22/2011	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS FOR LEGACY PARK	397.58
	11/22/2011	01337	RAMSEY COUNTY-PROP REC & REV	PLANT MATERIAL FOR MCC	339.86
85843	11/22/2011	01409	S.E.H.	CONSTRUCTION PROJ MGT JOY PARK	1,932.49
85844	11/22/2011	01497	SPRINGSTED INC	MAPLEWOOD MALL TIF WORK TIF 1-11	8,626.27
	11/22/2011	01497	SPRINGSTED INC	GLADSTONE TIF WORK TIF 1-10	5,605.00
85845	11/22/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	5,850.19
	11/22/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,957.03
	11/22/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,860.59
	11/22/2011	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	258.16
	11/22/2011	01190	XCEL ENERGY	ELECTRIC UTILITY	51.71
85846	11/22/2011	01798	YOCUM OIL CO.	CONTRACT GASOLINE - NOV	16,725.46
	11/22/2011	01798	YOCUM OIL CO.	CONTRACT DIESEL - NOV	8,852.39
85847	11/22/2011	00111	ANIMAL CONTROL SERVICES	BOARDING & DESTRUCTION FEES	2,121.66
85848	11/22/2011	03890	APPLE GLASS	REPLACEMENT WINDSHIELD TURCK 651	260.69
85849	11/22/2011	00159	PAUL BARTZ	REIMB FOR SAFETY LENSES 11/01	155.02
85850	11/22/2011	03738	CHARLES E. BETHEL	RETAINER FOR LEGAL SRVS/RENT-DEC	6,375.00
85851	11/22/2011	00211	BRAUN INTERTEC CORP.	PROJ 04-21 PROF SRVS THRU 11/4	6,567.75
85852	11/22/2011	04805	CHOSEN VALLEY TESTING	PROJ 10-14 PROF SRVS 8/1 - 9/30	6,468.25
85853	11/22/2011	00412	DONALD SALVERDA & ASSOCIATES	BOOKS FOR ADV EFFECT MGMT PROG	68.29
85854	11/22/2011	04962	DSM EXCAVATING CO INC	PROJ 05-04 SEWER & WATER INSTALL	1,290.00
	11/22/2011	04962	DSM EXCAVATING CO INC	PROJ 05-04 SEWER & WATER INSTALL	1,290.00
85855	11/22/2011	04628	ANNE FOSBURGH	ELECTION JUDGE TRAINING PAY	21.00
85856	11/22/2011	04867	FOTH INFRASTRUCTURE & ENVIR	PROF SRVS THRU 11/04	5,595.40
85857	11/22/2011	03988	JODI HALWEG	REIMB FOR WORKOUT SHOES 11/4	59.97
85858	11/22/2011	04880	SHEILA HEINRICH	REIMB FOR MILEAGE 7/8 - 9/30	28.42
85859	11/22/2011	00789	KATH FUEL OIL SERVICE CO	BULK 10W30 OIL & HYD OIL	3,986.87
85860	11/22/2011	02612	DUWAYNE KONEWKO	REIMB FOR MEALS 10/29 - 11/3	245.00
85861	11/22/2011	00809	TOMMY KONG	REIMB FOR PDA 11/7	149.99
85862	11/22/2011	00983	METRO SALES INC	LEASE PMT 11/15 - 12/15	1,137.15
85863	11/22/2011	00986	METROPOLITAN COUNCIL	MONTHLY SAC - OCT	2,207.70
85864	11/22/2011	04193	MIDAMERICA AUCTIONS	FORFEITED VEHICLE STORAGE FEE-NOV	2,250.00
85865	11/22/2011	01933	MUNICIPAL CODE CORP	MUNICIPAL CODE REPUBLICATION	4,771.97
85866	11/22/2011	00001	ONE TIME VENDOR	REFUND B ANDERSON MEMBERSHIP	124.06
85867	11/22/2011	00001	ONE TIME VENDOR	REIMB M JENKINS FOR PRINTING BEDC	20.11
85868	11/22/2011	00001	ONE TIME VENDOR	REFUND J JOHNSON HP BENEFIT	20.00
85869	11/22/2011	00001	ONE TIME VENDOR	REFUND A SADOFF BRIDGE	16.00
85870	11/22/2011	04723	DIAN PARENT	ELECTION JUDGES TRAINING PAY	24.00
85871	11/22/2011	01270	PITNEY BOWES INC	SERVICE AGRMT 12/1/11-11/30/12	2,569.00
	11/22/2011	01270	PITNEY BOWES INC	SERVICE AGRMT 12/1/11-11/30/12	250.00
85872	11/22/2011	04578	S & S SPECIALISTS	PART PMT BOULEVARD TREE INVENTORY	6,250.00

85873	11/22/2011	01488	CHRISTINE SOUTTER	REIMB MILEAGE BLVD TREE INVENTORY	190.04
85874	11/22/2011	01836	CITY OF ST PAUL	TRAINING	225.00
85875	11/22/2011	01578	T R F SUPPLY CO.	SUPPLIES - SCRIM TOWELS	570.71
85876	11/22/2011	04416	MOLLY WELLENS	REIMB FOR MILEAGE 9/14 - 11/1	103.23
	11/22/2011	04416	MOLLY WELLENS	REIMB FOR MILEAGE 10/17	26.64
					382,307.12

**44 Checks in this report.**

CITY OF MAPLEWOOD  
Disbursements via Debits to Checking account

<u>Transmitted</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/4/2011	11/14/2011	US Bank VISA One Card*	Purchasing card items	56,956.85
11/9/2011	11/14/2011	U.S. Treasurer	Federal Payroll Tax	92,284.53
11/9/2011	11/14/2011	P.E.R.A.	P.E.R.A.	87,432.43
11/10/2011	11/14/2011	MN State Treasurer	Drivers License/Deputy Registrar	21,108.09
11/10/2011	11/14/2011	MN Dept of Natural Resources	DNR electronic licenses	225.00
10/31/2011	11/15/2011	VANCO	Billing fee	129.25
11/9/2011	11/15/2011	MidAmerica - ING	HRA Flex plan	13,348.50
11/9/2011	11/15/2011	Labor Unions	Union Dues	1,843.00
11/14/2011	11/15/2011	MN State Treasurer	Drivers License/Deputy Registrar	14,907.54
11/15/2011	11/16/2011	MN State Treasurer	Drivers License/Deputy Registrar	50,206.22
11/16/2011	11/17/2011	MN State Treasurer	Drivers License/Deputy Registrar	40,269.08
11/9/2011	11/18/2011	Optum Health	DCRP & Flex plan payments	3,730.69
11/17/2011	11/18/2011	MN State Treasurer	Drivers License/Deputy Registrar	16,540.07
11/17/2011	11/18/2011	MN Dept of Natural Resources	DNR electronic licenses	416.50
TOTAL				<u><u>399,397.75</u></u>

\*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
11/01/2011	11/02/2011	FRANKLINCOVEYPRODUCTS	\$70.55	R CHARLES AHL
10/21/2011	10/24/2011	LAKESHORE PLAYERS INC	\$18.00	MANDY ANZALDI
10/26/2011	10/27/2011	TARGET 00011858	\$7.50	MANDY ANZALDI
10/28/2011	10/31/2011	DOLRTREE 4713 00047134	\$15.07	MANDY ANZALDI
10/31/2011	11/03/2011	OLD LOG THEATER, LTD	\$308.25	MANDY ANZALDI
11/01/2011	11/03/2011	NATURES IMAGE CUSTOM FRAM	\$400.00	LONN BAKKE
10/26/2011	10/27/2011	GOVERNMENT FINANCE OFFIC	\$23.35	GAYLE BAUMAN
10/28/2011	10/31/2011	SHRED IT	\$10.00	GAYLE BAUMAN
10/20/2011	10/24/2011	ADAM'S PEST CONTROL INC	\$150.46	JIM BEHAN
10/25/2011	10/26/2011	ALL POOLSIDE SERVICES	\$148.69	JIM BEHAN
10/26/2011	10/27/2011	HENRIKSEN ACE HARDWARE	\$53.38	JIM BEHAN
10/26/2011	10/27/2011	HENRIKSEN ACE HARDWARE	\$10.67	JIM BEHAN
10/27/2011	10/28/2011	HENRIKSEN ACE HARDWARE	\$12.32	JIM BEHAN
10/31/2011	11/01/2011	MUSKA LIGHTING CENTER	\$608.15	JIM BEHAN
11/01/2011	11/03/2011	BLOOMINGTON SECURIT	\$77.50	JIM BEHAN
11/02/2011	11/03/2011	HENRIKSEN ACE HARDWARE	\$26.78	JIM BEHAN
11/02/2011	11/03/2011	HENRIKSEN ACE HARDWARE	\$6.62	JIM BEHAN
10/25/2011	10/27/2011	JERABEKS NEW BOHEMIAN	\$27.40	OAKLEY BIESANZ
11/02/2011	11/04/2011	BLUE RIBBON BAIT & TACKLE	\$9.61	OAKLEY BIESANZ
10/22/2011	10/24/2011	GRANDSTAY	\$247.02	RON BOURQUIN
10/27/2011	10/28/2011	RAINBOW FOODS 00088765	\$15.66	NEIL BRENEMAN
10/31/2011	11/01/2011	HENRIKSEN ACE HARDWARE	\$8.11	NEIL BRENEMAN
10/21/2011	10/24/2011	FIRST SHRED	\$65.00	SARAH BURLINGAME
10/24/2011	10/26/2011	SUBWAY 00052159	\$66.41	SARAH BURLINGAME
10/24/2011	10/26/2011	OFFICE DEPOT #1090	\$153.10	SARAH BURLINGAME
10/31/2011	11/02/2011	OFFICE DEPOT #1090	\$58.37	SARAH BURLINGAME
11/01/2011	11/02/2011	GE CAPITAL	\$43.92	SARAH BURLINGAME
10/24/2011	10/25/2011	KARE	\$2,300.00	HEIDI CAREY
10/26/2011	10/27/2011	VERIZON WRLS IVR VN	\$184.55	HEIDI CAREY
10/31/2011	11/03/2011	WEDDINGPAGES INC	\$128.00	HEIDI CAREY
11/01/2011	11/03/2011	TIGER OAK	\$150.00	HEIDI CAREY
11/02/2011	11/04/2011	MICHAELS #2744	\$17.13	HEIDI CAREY
11/01/2011	11/03/2011	USAIRWAYS 0372450053029	\$25.00	NICHOLAS CARVER
10/24/2011	10/26/2011	THE HOME DEPOT 2810	(\$29.95)	SCOTT CHRISTENSON
10/26/2011	10/27/2011	VIKING ELECTRIC - CREDIT	\$38.48	SCOTT CHRISTENSON
10/26/2011	10/27/2011	VIKING ELECTRIC - CREDIT	\$169.35	SCOTT CHRISTENSON
10/26/2011	10/27/2011	VIKING ELECTRIC - CREDIT	\$513.41	SCOTT CHRISTENSON
10/26/2011	10/27/2011	VIKING ELECTRIC - CREDIT	\$228.47	SCOTT CHRISTENSON
10/26/2011	10/27/2011	VIKING ELECTRIC - CREDIT	\$87.40	SCOTT CHRISTENSON
11/01/2011	11/02/2011	VIKING ELECTRIC - CREDIT	\$104.35	SCOTT CHRISTENSON
10/26/2011	10/27/2011	PAYPAL *B H PHOTO	\$762.75	KERRY CROTTY
10/31/2011	11/02/2011	IDENTIX INCORPORATED	\$204.57	KERRY CROTTY
11/01/2011	11/03/2011	THE HOME DEPOT 2810	\$8.54	CHARLES DEEVER
10/21/2011	10/24/2011	INTOXIMETERS	\$121.84	RICHARD DOBLAR
10/27/2011	10/28/2011	WORLDSCOUT CORPORATION	\$1,494.00	RICHARD DOBLAR
10/28/2011	10/31/2011	KUSTOM SIGNALS, INC.	\$185.81	RICHARD DOBLAR
10/28/2011	10/31/2011	LAW ENFORCEMENT TARGETS	\$40.08	MICHAEL DUGAS
10/20/2011	10/24/2011	NORTHERN TOOL EQUIP-MN	\$324.53	DAVE EDSON
10/27/2011	10/28/2011	HENRIKSEN ACE HARDWARE	\$19.26	DAVE EDSON
10/20/2011	10/24/2011	BEST BUY MHT 00000158	\$60.99	LARRY FARR
10/20/2011	10/24/2011	GUITAR CENTER #394	\$64.26	LARRY FARR
10/20/2011	10/24/2011	GUITAR CENTER #394	\$28.89	LARRY FARR
10/24/2011	10/25/2011	PRIORITY COURIER EXPERTS	\$91.12	LARRY FARR
10/25/2011	10/26/2011	OXYGEN SERVICE COMPANY	\$397.29	LARRY FARR
10/27/2011	10/28/2011	RSC EQUIPMENT RENTAL 322	\$808.28	LARRY FARR
10/27/2011	10/28/2011	COMMERCIAL FURNITURE SERV	\$2,916.41	LARRY FARR
10/27/2011	10/31/2011	THE HOME DEPOT 2810	\$25.54	LARRY FARR

10/29/2011	10/31/2011	CINTAS #470	\$91.42	LARRY FARR
10/29/2011	10/31/2011	CINTAS #470	\$42.01	LARRY FARR
10/29/2011	10/31/2011	CINTAS #470	\$80.92	LARRY FARR
10/29/2011	10/31/2011	THE HOME DEPOT 2810	\$113.13	LARRY FARR
11/01/2011	11/02/2011	TARGET 00000687	\$68.70	LARRY FARR
11/01/2011	11/02/2011	WM EZPAY	\$445.67	LARRY FARR
11/02/2011	11/03/2011	SAVERS 1175	\$10.70	LARRY FARR
10/20/2011	10/24/2011	BEST BUY MHT 00000158	\$244.21	SHANN FINWALL
10/24/2011	10/25/2011	VISTAPR*VISTAPRINT.COM	\$66.98	MYCHAL FOWLDS
10/25/2011	10/26/2011	MAVERICKLABEL.COM	\$106.84	MYCHAL FOWLDS
10/25/2011	10/26/2011	CENTURYLINK*TN651	\$75.95	MYCHAL FOWLDS
10/29/2011	10/31/2011	SHI CORP	\$1,246.94	MYCHAL FOWLDS
11/03/2011	11/04/2011	ELECTRO WATCHMAN INC	\$2,529.73	MYCHAL FOWLDS
10/21/2011	10/24/2011	IDU*PUBLIC SECTOR	\$209.38	NICK FRANZEN
10/23/2011	10/24/2011	HP DIRECT-PUBLICSECTOR	\$842.42	NICK FRANZEN
10/25/2011	10/26/2011	HP DIRECT-PUBLICSECTOR	\$1,329.71	NICK FRANZEN
10/26/2011	10/27/2011	ABSELCOM, INC.	\$478.55	NICK FRANZEN
11/03/2011	11/04/2011	IDU*PUBLIC SECTOR	\$177.37	NICK FRANZEN
10/23/2011	10/24/2011	WALGREENS #6916	\$25.95	VIRGINIA GAYNOR
10/24/2011	10/25/2011	WALGREENS #01751	\$67.39	VIRGINIA GAYNOR
10/24/2011	10/26/2011	MICHAELS #2744	\$10.68	VIRGINIA GAYNOR
10/21/2011	10/24/2011	GREEN MILL	\$9.49	CLARENCE GERVAIS
10/22/2011	10/24/2011	GRANDSTAY	\$224.54	CLARENCE GERVAIS
10/31/2011	11/02/2011	INTERNATIONAL ASSOCIAT	\$204.00	CLARENCE GERVAIS
11/03/2011	11/04/2011	CENTURY COLLEGE-BO	\$516.00	CLARENCE GERVAIS
11/03/2011	11/04/2011	CENTURY COLLEGE-BO	\$129.00	CLARENCE GERVAIS
10/25/2011	10/27/2011	OFFICE DEPOT #1090	\$72.80	JEAN GLASS
10/25/2011	10/27/2011	THE HOME DEPOT 2801	\$39.57	MILES HAMRE
11/02/2011	11/04/2011	MARGOLIS COMPANY	\$319.23	MILES HAMRE
10/20/2011	10/24/2011	HEJNY RENTAL INC	\$556.15	GARY HINNENKAMP
10/24/2011	10/26/2011	CARPENTERS SMALL ENGINE	\$9.63	GARY HINNENKAMP
10/24/2011	10/26/2011	MILLS FLEET FARM #2,700	\$61.57	GARY HINNENKAMP
10/25/2011	10/26/2011	MENARDS 3059	\$10.54	RON HORWATH
10/26/2011	10/28/2011	SWANK MOTION PICTURES	\$237.85	RON HORWATH
10/27/2011	10/28/2011	CUB FOODS, INC.	\$138.31	RON HORWATH
10/27/2011	10/28/2011	PARTY CITY #768	\$12.83	RON HORWATH
10/29/2011	10/31/2011	PARTY CITY #768	\$10.69	RON HORWATH
10/29/2011	10/31/2011	THE HOME DEPOT 2801	\$25.16	RON HORWATH
10/29/2011	10/31/2011	CONNEY SAFETY	\$128.31	RON HORWATH
10/31/2011	11/01/2011	ELIFEGUARD INC.	\$78.23	RON HORWATH
11/02/2011	11/03/2011	PRICE CHOPPER, INC	\$1,140.97	RON HORWATH
10/26/2011	10/27/2011	KNOWLAN'S MARKET #2	\$28.03	ANN HUTCHINSON
10/24/2011	10/26/2011	GTC UNITED WAY	\$140.00	MARY JACKSON
10/21/2011	10/24/2011	THINKVACUUMS.COM GROUTRA	\$28.44	DAVID JAHN
10/21/2011	10/24/2011	BATTERIES PLUS #31	\$44.93	TOM KALKA
10/20/2011	10/24/2011	NRPA-CONGRESS	(\$99.00)	DUWAYNE KONEWKO
10/22/2011	10/24/2011	HILTON HOTELS	\$1.79	DUWAYNE KONEWKO
10/28/2011	10/31/2011	NRPA-CONGRESS	\$125.00	DUWAYNE KONEWKO
10/29/2011	10/31/2011	DELTA AIR 0068255189912	\$25.00	DUWAYNE KONEWKO
11/02/2011	11/02/2011	COMCAST CABLE COMM	\$143.76	DUWAYNE KONEWKO
10/20/2011	10/24/2011	OFFICE MAX	\$31.05	NICHOLAS KREKELER
10/20/2011	10/24/2011	AUTOZONE3948	\$6.41	NICHOLAS KREKELER
10/24/2011	10/26/2011	A1 LAUNDRY	\$33.74	NICHOLAS KREKELER
10/31/2011	11/02/2011	OFFICE MAX	(\$15.67)	NICHOLAS KREKELER
11/03/2011	11/04/2011	WAL-MART	\$19.50	NICHOLAS KREKELER
10/24/2011	10/25/2011	DELTA AIR 0062361905588	\$172.90	STEVEN KUMMER
10/26/2011	10/28/2011	XP SOLUTIONS	\$1,295.00	STEVEN KUMMER
10/24/2011	10/26/2011	STREICHER'S MO	\$2,579.98	DAVID KVAM



10/28/2011	10/31/2011	SHRED IT	\$10.00	SHELLY NEPHEW
10/25/2011	10/27/2011	OFFICE DEPOT #1090	\$702.93	AMY NIVEN
11/01/2011	11/02/2011	G&K SERVICES 182	\$1,001.56	AMY NIVEN
10/25/2011	10/26/2011	HENRIKSEN ACE HARDWARE	\$46.63	RICHARD NORDQUIST
11/01/2011	11/03/2011	THE HOME DEPOT 2801	\$54.17	RICHARD NORDQUIST
11/02/2011	11/03/2011	HENRIKSEN ACE HARDWARE	\$10.24	RICHARD NORDQUIST
10/26/2011	10/27/2011	SCS ENTERPRISES INC	\$544.35	MICHAEL NYE
10/25/2011	10/27/2011	OFFICEWORLD.COM	\$49.29	MARY KAY PALANK
10/25/2011	10/27/2011	OFFICE DEPOT #1090	\$54.16	MARY KAY PALANK
10/26/2011	10/28/2011	OFFICE DEPOT #1090	\$377.78	MARY KAY PALANK
11/01/2011	11/03/2011	TARGET 00011858	\$6.10	MARY KAY PALANK
11/02/2011	11/04/2011	OFFICE DEPOT #1090	\$41.73	MARY KAY PALANK
11/01/2011	11/02/2011	TARGET 00011858	\$48.19	CHRISTINE PENN
11/02/2011	11/04/2011	JOANN ETC #1970	\$38.45	CHRISTINE PENN
11/03/2011	11/04/2011	CUB FOODS, INC.	\$116.69	CHRISTINE PENN
10/30/2011	11/01/2011	SUPERAMERICA 4022	\$23.56	ROBERT PETERSON
10/24/2011	10/25/2011	NATIONAL CAMERA EXCHANGE	\$99.55	PHILIP F POWELL
10/26/2011	10/26/2011	ULINE *SHIP SUPPLIES	\$48.53	PHILIP F POWELL
10/26/2011	10/28/2011	HP HOME STORE	\$192.94	PHILIP F POWELL
10/31/2011	11/01/2011	ELECTRONIC PLUS	\$217.75	PHILIP F POWELL
10/20/2011	10/24/2011	TOUSLEY FORD I27228006	\$256.62	STEVEN PRIEM
10/20/2011	10/24/2011	TOUSLEY FORD I27228006	\$150.30	STEVEN PRIEM
10/20/2011	10/24/2011	TOUSLEY FORD I27228006	\$127.65	STEVEN PRIEM
10/21/2011	10/24/2011	CARPENTERS SMALL ENGINE	\$31.06	STEVEN PRIEM
10/21/2011	10/24/2011	FACTORY MTR PTS #1	\$214.83	STEVEN PRIEM
10/21/2011	10/24/2011	FACTORY MTR PTS #1	\$102.15	STEVEN PRIEM
10/21/2011	10/24/2011	AUTO PLUS NO ST PAUL	\$8.59	STEVEN PRIEM
10/24/2011	10/26/2011	TOUSLEY FORD I27228006	\$49.58	STEVEN PRIEM
10/24/2011	10/26/2011	UNLIMITED SUPPLIES INC	\$54.06	STEVEN PRIEM
10/24/2011	10/26/2011	UNLIMITED SUPPLIES INC	\$100.28	STEVEN PRIEM
10/25/2011	10/26/2011	GOODYEAR AUTO SRV CT 6920	\$77.39	STEVEN PRIEM
10/26/2011	10/27/2011	AUTO PLUS NO ST PAUL	\$150.49	STEVEN PRIEM
10/26/2011	10/27/2011	HENRIKSEN ACE HARDWARE	\$5.96	STEVEN PRIEM
10/26/2011	10/28/2011	BARNETT CHRYJEEP KIA	\$101.60	STEVEN PRIEM
10/26/2011	10/31/2011	COMO LUBE & SUPPLIES	\$66.96	STEVEN PRIEM
10/27/2011	10/31/2011	TRUCK UTILITIES	\$86.56	STEVEN PRIEM
10/28/2011	10/31/2011	KATH FUEL OFFICE	\$585.14	STEVEN PRIEM
10/28/2011	10/31/2011	AUTO PLUS NO ST PAUL	\$109.76	STEVEN PRIEM
10/28/2011	10/31/2011	AUTO PLUS NO ST PAUL	\$220.14	STEVEN PRIEM
10/31/2011	11/01/2011	FACTORY MTR PTS #1	\$160.30	STEVEN PRIEM
10/31/2011	11/02/2011	TOUSLEY FORD I27228006	\$15.79	STEVEN PRIEM
10/31/2011	11/02/2011	TOUSLEY FORD I27228006	\$28.08	STEVEN PRIEM
10/31/2011	11/02/2011	TOUSLEY FORD I27228006	\$390.22	STEVEN PRIEM
10/31/2011	11/02/2011	TRUCK UTILITIES	\$28.59	STEVEN PRIEM
10/31/2011	11/02/2011	PAM'S AUTO INC.	\$428.50	STEVEN PRIEM
10/31/2011	11/02/2011	UNLIMITED SUPPLIES INC	\$90.50	STEVEN PRIEM
11/02/2011	11/03/2011	AUTO PLUS NO ST PAUL	\$204.95	STEVEN PRIEM
11/02/2011	11/03/2011	CATCO PARTS&SERVICE	\$19.79	STEVEN PRIEM
11/03/2011	11/04/2011	BAUER BUILT TIRE 18	\$376.93	STEVEN PRIEM
10/24/2011	10/25/2011	LILLIE SUBURBAN NEWSPAPE	\$41.13	TERRIE RAMEAUX
10/24/2011	10/26/2011	DALCO ENTERPRISES, INC	\$464.74	MICHAEL REILLY
10/25/2011	10/26/2011	HILLYARD INC MINNEAPOLIS	\$570.61	MICHAEL REILLY
10/20/2011	10/24/2011	BERGMANN'S GREENHOUSES AND	\$171.00	AUDRA ROBBINS
10/21/2011	10/24/2011	WONDER HOSTESS # 50080	\$7.59	AUDRA ROBBINS
10/28/2011	10/31/2011	PLYMOUTH PLAYHOUSE	\$656.00	AUDRA ROBBINS
11/01/2011	11/03/2011	MILLS FLEET FARM #2,700	\$7.35	AUDRA ROBBINS
11/02/2011	11/03/2011	RICHFIELD BUS CO.	\$676.00	AUDRA ROBBINS
11/03/2011	11/04/2011	DESIGNED 2B SWEET	\$161.49	AUDRA ROBBINS

10/26/2011	10/27/2011	LILLIE SUBURBAN NEWSPAPE	\$158.63	DEB SCHMIDT
10/27/2011	10/31/2011	OFFICE DEPOT #1105	\$137.71	DEB SCHMIDT
11/01/2011	11/02/2011	LILLIE SUBURBAN NEWSPAPE	\$1,100.00	DEB SCHMIDT
11/01/2011	11/02/2011	T-MOBILE.COM*PAYMENT	\$38.73	DEB SCHMIDT
10/21/2011	10/24/2011	FLEXIBLE PIPE TOOL CO	\$44.35	SCOTT SCHULTZ
10/25/2011	10/27/2011	USA MOBILITY WIRELE	\$24.06	SCOTT SCHULTZ
10/28/2011	10/31/2011	OFFICE DEPOT #1090	\$124.07	ANDREA SINDT
10/21/2011	10/24/2011	MENARDS 3017 WEST ST PAUL	\$7.43	CHRISTINE SOUTTER
10/25/2011	10/26/2011	PUBLIC AGENCY TRAINING	\$295.00	JOANNE SVENDSEN
10/26/2011	10/27/2011	PUBLIC AGENCY TRAINING	\$295.00	JOANNE SVENDSEN
10/27/2011	10/28/2011	CUB FOODS, INC.	\$15.71	JOANNE SVENDSEN
11/03/2011	11/04/2011	CUB FOODS, INC.	\$10.57	JOANNE SVENDSEN
10/28/2011	10/31/2011	STRAUSS SKATE AND BICY	\$450.00	JAMES TAYLOR
10/28/2011	10/31/2011	METRO ATHLETIC SUPPLY	\$370.86	JAMES TAYLOR
11/02/2011	11/03/2011	BROCK WHITE ST PAUL 180	\$55.65	TODD TEVLIN
10/21/2011	10/24/2011	APPLEBEES 809619219708	\$32.97	JOE TRAN
10/23/2011	10/24/2011	PETRO PLUS - SANDS	\$42.65	JOE TRAN
10/23/2011	10/24/2011	AMERICINN MOTEL	\$252.70	JOE TRAN
10/23/2011	10/24/2011	AMERICINN MOTEL	\$252.70	JOE TRAN
10/23/2011	10/24/2011	AMERICINN MOTEL	\$252.70	JOE TRAN
10/20/2011	10/24/2011	OFFICE DEPOT #1090	\$243.52	SUSAN ZWIEG

\$56,956.85

**AGENDA REPORT**

**TO:** James Antonen, City Manager  
**FROM:** Chuck Ahl, Assistant City Manager  
Bill Prierer, Public Works Operations Analyst/Recycling Coordinator  
**SUBJECT:** **Fall 2011 Clean-up Event Summary**  
**DATE:** November 7, 2011

**INTRODUCTION**

The Fall Clean-up Event was held on October 15, 2011 at Aldrich Arena. The following summarizes the event.

**BACKGROUND**

Attendance for the Fall 2011 Clean-up Event was down 15% compared to the Fall 2010 Clean-up Event. Two hundred and eighty-nine residents disposed of an assortment of trash, tires, appliances, TV's and other e-waste, while three hundred and forty-one residents participated in the Fall 2010 Clean-up Event. The amount of e-waste collected was down 33% from 15,946 pounds in Fall of 2010 to 10,608 pounds this fall. This was still considerably less e-waste than the 36,681 pounds that were collected during the spring 2008 clean-up event when there was no fee charged for the disposal of e-waste.

The bicycle shop, Re-Cycle, collected 53 bicycles which is approximately 1,300 pounds of metal, rubber and plastic. About 15 of the bicycles will be returned to the road. Many of the others will see new life as parts for other bicycles. This will reduce Minnesota's carbon footprint by more than 1,300 pounds of carbon dioxide by reducing the need to manufacture new bicycles.

According to our trash contractor, Veolia Environmental Services, 13.76 tons of trash and 12.56 tons of demo/construction debris were collected. They also collected 64 appliances, and three hundred and twenty tires, with 23 dropped off on the day of the event, and 297 retrieved from city right-of-way by our street maintenance crew since last spring's cleanup event.

Forty-six pounds of food and \$15 were collected for the Second Harvest Heartland food shelf as part of the Clean-up Event. This compares to ninety-four pounds of food and \$55 collected during the fall 2010 event.

Six thousand, seven hundred and fifty pounds of reusable furniture and household goods (or approximately 75 pieces of furniture) were collected by BRIDGING for redistribution to families in need. This compares with 11,000 pounds of reusable furniture (or approximately 110 pieces of furniture) that was collected at the Spring 2011 event.

We were also successful in keeping 61 mattresses out of the waste stream with the effort of our newest partner, Project for Pride in Living. This represents 4,331 pounds of mattresses that would have gone to landfills. Project for Pride in Living is able to reuse or recycle virtually all components of mattresses, box springs, sleeper sofas, futons and water beds that are not reusable.

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

**RECOMMENDATION**

No action is required on this item.

**To:** City Manager James Antonen  
**From:** Molly Wellens, RS, Health Officer  
**Subject:** **Approval to Accept FDA Grant**  
**Date:** November 21, 2011

## **Introduction**

City Council approval is requested to enter into a Grant Agreement with the FDA (US Food and Drug Administration) and to receive funds to enhance services provided to licensed food establishments within the City of Maplewood.

## **Background**

The Environmental Health Program has the opportunity to enter into a Grant Agreement with the US Food and Drug Administration (FDA) between now and July 2012.

To receive the grant money, the City of Maplewood has to agree to:

- Identify program areas where our agency can have the greatest impact on food safety
- Promote wider application of effective risk-factor intervention strategies
- Assist in identifying program areas most in need of additional attention
- Provide information needed to justify maintenance or increase in program budgets
- Lead to innovations in program implementation and administration
- Improve industry and consumer confidence in food protection programs by enhancing uniformity within and between regulatory agencies

The City will receive \$2500 upon completing the self assessment to aid in enhancing our programs (ie—the purchase of a new thermometer with improved sensors, handouts translated into other languages, etc).

A copy of the Grant Agreement is attached.

## **Budget Impact**

Upon receipt of the Grant money, the necessary budget adjustments will have to be made to expend the funds as stated in the Grant Agreement.

## **Recommendation**

It is recommended that City Council approval be given to enter into this Grant Agreement and to accept the payments for completing the self assessment and participating in the program.

Attachment

## FDA Grant supplemental information

### INTRODUCTION

Achieving national uniformity among regulatory programs responsible for retail food protection in the United States has long been a subject of debate among the industry, regulators and consumers. Adoption of the FDA Food Code at the state, local and tribal level has been a keystone in the effort to promote greater uniformity. However, a missing piece has been a set of widely recognized standards for regulatory programs that administer the Food Code. To meet this need FDA has developed the “Voluntary National Retail Food Regulatory Program Standards” (Program Standards) through ideas and input from federal, state, and local regulatory officials, industry, trade and professional associations, academia and consumers on what constitutes a highly effective and responsive retail food regulatory program.

In March of 1996, the FDA hosted a meeting to explore ways in which its retail food protection program could be improved. Participants in the meeting included FDA Retail Food Specialists, FDA headquarters personnel, state and local regulatory officials from the six FDA regions, the president of the Association of Food & Drug Officials, and industry representatives. Following that meeting, FDA established a National Retail Food Team comprised of the Regional Retail Food Specialists, CFSAN personnel and other FDA personnel directly involved in retail food protection. A Retail Food Program Steering Committee was established and tasked with leading the team to respond to the direction given by the participants in the meeting, i.e. providing national leadership, being equal partners, being responsive, providing communication and promoting uniformity.

The Steering Committee was charged with developing a five-year operational plan for FDA’s retail food program. The Steering Committee was also charged with ensuring the operational plan was in keeping with the goals and mission of the President’s Food Safety Initiative. FDA solicited input from the regulatory community, industry and consumers in developing the plan. The resulting Operational Plan charted the future of the National Retail Food Program and prompted a reassessment of the respective roles of all stakeholders and how best to achieve program uniformity.

From the goals established in that first Operational Plan, two basic principles emerged on which to build a new foundation for the retail program:

- Promote active managerial control of the risk factors most commonly associated with foodborne illness in food establishments, and
- Establish a recommended framework for retail food regulatory programs within which the active managerial control of the risk factors can best be realized.

These principles led to the drafting of standards that encourage voluntary participation by the regulatory agencies at the state, local, and tribal level. The Program Standards were developed with input obtained through a series of meetings over a two-year period including: the 1996 stakeholders meeting, FDA Regional Seminars, meetings with state officials hosted by the Retail Food Specialists, and six Grassroots Meetings held around the country in 1997. Valuable input from industry associations, associations of regulatory officials, and others was also obtained. The Program Standards were provided to the Conference for Food Protection for further input and to achieve broad consensus among all stakeholders.

In developing the Program Standards, FDA recognized that the ultimate goal of all retail food regulatory programs is to reduce or eliminate the occurrence of illnesses and deaths from food produced at the retail level and that there are different approaches toward achieving that goal. Federal, state, local, and tribal

agencies continue to employ a variety of mechanisms with differing levels of sophistication in their attempt to ensure food safety at retail.

While the Program Standards represent the effective, focused food safety program to which we ultimately aspire, they begin by providing a foundation and system upon which all regulatory programs can build through a continuous improvement process. The Standards encourage regulatory agencies to improve and build upon existing programs. Further, the Standards provide a framework designed to accommodate both traditional and emerging approaches to food safety. The Program Standards are intended to reinforce proper sanitation (good retail practices) and operational and environmental prerequisite programs while encouraging regulatory agencies and industry to focus on the factors that cause and contribute to foodborne illness, with the ultimate goal of reducing the occurrence of those factors.

## **PURPOSE**

The Program Standards serve as a guide to regulatory retail food program managers in the design and management of a retail food regulatory program and provide a means of recognition for those programs that meet these standards. Program managers and administrators may establish additional requirements to meet individual program needs.

The Program Standards are designed to help food regulatory programs enhance the services they provide to the public. When applied in the intended manner, the Program Standards should:

- Identify program areas where an agency can have the greatest impact on retail food safety
- Promote wider application of effective risk-factor intervention strategies
- Assist in identifying program areas most in need of additional attention
- Provide information needed to justify maintenance or increase in program budgets
- Lead to innovations in program implementation and administration
- Improve industry and consumer confidence in food protection programs by enhancing uniformity within and between regulatory agencies

Each Standard has one or more corresponding worksheets, forms and guidance documents. The Retail Food Program Resource Disk contains all the worksheets, forms and step-by-step guidance documents necessary to collect data for a self-assessment or to perform a verification audit. The Disk can be obtained from any FDA Regional Food Specialist. Regulatory agencies may use existing, available records or may choose to develop and use alternate forms and worksheets that capture the same information.

## **SCOPE**

The Program Standards apply to the operation and management of a retail food regulatory program that is focused on the reduction of risk factors known to cause or contribute to foodborne illness and to the promotion of active managerial control of these risk factors. The results of a self-assessment against the Standards may be used to evaluate the effectiveness of food safety interventions implemented within a jurisdiction. The Standards also provide a procedure for establishing a database on the occurrence of risk factors that may be used to track the results of regulatory and industry efforts over time.

## **NEW DEVELOPMENTS**

The Program Standards were pilot tested in each of the five FDA regions in 1999. Each regulatory participant reported the results at the 2000 Conference for Food Protection. Improvements to the Standards were incorporated into the January 2001 version based on input from the pilot participants. Further refinements to the Standards were made in subsequent drafts leading up to the endorsement of the March 2002 version of the Program Standards by the 2002 Conference for Food Protection. Subsequent changes and enhancements have been made following concurrence of the stakeholders at the biennial meetings of the Conference for Food Protection.

In maintaining these standards, FDA intends to allow for and encourage new and innovative approaches to the reduction of factors that are known to cause foodborne illness. Program managers and other health professionals participating in this voluntary program who have demonstrated means or methods other than those described here may submit those to FDA for consideration and inclusion in the Program Standards. Improvements to future versions of the Standards will be made through a process that includes the Conference for Food Protection to allow for constant program enhancement and promotion of national uniformity.

## **IMPACT ON PROGRAM RESOURCES**

During pilot testing of the Program Standards in 1998, some jurisdictions reported that the self-assessment process was time consuming and could significantly impact an agency's resources. Collection, analysis, and management of information for the database Occurrence of Risk Factor Studies were of special concern. However, participating jurisdictions also indicated that the resource commitment was worthwhile and that the results of the self-assessment were expected to benefit their retail food protection program. Advance planning is recommended before beginning the data collection process in order to use resources efficiently. In addition, changes to the Standards now allow jurisdictions to use routine inspection data for analysis on the occurrence of risk factors, significantly reducing the resource requirements for separate data collection.

It is further recommended that jurisdictions not attempt to make program enhancements during the self-assessment process. A better approach is to use the self-assessment to identify program needs and then establish program priorities and plans to address those needs as resources become available.

Information found at:

<http://www.fda.gov/Food/FoodSafety/RetailFoodProtection/ProgramStandards/ucm245340.htm#develop>

MEMORANDUM

TO: James Antonen, City Manager  
FROM: Karen Guilfoile, City Clerk  
DATE: November 21, 2011  
RE: Approval of Resolution Supporting the Efforts of Becoming a Beyond the Yellow Ribbon Community

The Yellow Ribbon Community is a facet of the Beyond the Yellow Ribbon effort to bring communities and business together to support our military service members and their families during deployment and reintegration.

In January 2011, the City conducted a Beyond the Yellow Ribbon Community organizational meeting for the purposes of gathering citizens of Maplewood and surrounding communities and businesses to move forward in organizing a Beyond the Yellow Community.

To further that effort it is requested that the city council approve a resolution supporting the efforts of the city becoming a Beyond the Yellow Ribbon Community.

**Resolution Support the Efforts of Becoming a  
Beyond the Yellow Ribbon Community**

**WHEREAS**, many families support their military service members who are serving in the United States and overseas to protect the values and freedom enjoyed by the citizens of the United States of America, and;

**WHEREAS**, a Beyond the Yellow Ribbon Community Group has been formed in an effort to assist connecting local military family members with a community network of support that is understood and trusted by military families, where military residents and their families are recognized and can access information and services to assist them during the deployment cycle and is sustainable for future military families as deployment becomes necessary, and;

**WHEREAS**, this Beyond the Yellow Ribbon Community Group will build on the existing strength of our community and organizations by continuing to support awareness and addressing the needs of spouses and children throughout the deployment, deployment-reintegration process and through extended periods after homecoming in ways to lessen their burden while a family member is deployed or is impacted by their service to community and country, and;

**WHEREAS**, we believe the effects of deployment do not end when the soldier returns home and the family is reunited; this process takes months for some families and years for others; We believe the ultimate vision of the community is to offer support to military families and honor them in our midst, and;

**WHEREAS**, the City Council of the City of Maplewood and the Beyond the Yellow Ribbon Community Group encourage key groups of the community service members and their families to be proactive and work in harmony to develop a program which empowers community synchronization of effort and build an enduring and sustainable network of support.

**NOW THEREFORE BE IT RESOLVED**, on behalf of our residents, the City Council of Maplewood is proud to recognize, appreciate and say thank you to our military members and their families for their service sacrifices and in all they do.

**AND, BE IT FURTHER RESOLVED**, that the residents and the City Council of the City of Maplewood do fully support the efforts of the Beyond the Yellow Ribbon Community Group to support our military members and their families while defending the democratic values of the United States of America.

Passed by the City Council of the City of Maplewood this November 28, 2011.

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Will Rossbach, Mayor

ATTEST:

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Karen Guilfoile, City Clerk

## AGENDA REPORT

**TO:** Jim Antonen, City Manager  
**FROM:** Steve Lukin, Fire Chief  
**SUBJECT:** Renewal of Public Health and Environmental Health Mutual Aid Agreement  
**DATE:** November 21, 2011

### INTRODUCTION

In 2008, the city council approved a mutual aid agreement within the seven county metro area for cities that provide public and environmental health services. This mutual aid agreement allows public health officials to work within other jurisdictions. The need for such an agreement would be in the event of a pandemic, a major tornado or other natural disasters that would require the services of a public health official. The 2008 agreement ends at the end of the year and this is a renewal of the original agreement and it has been reviewed by the city attorney and the assistant city manager and they both recommend its renewal.

### RECOMMENDATION

I recommend that the city council approve the renewal of the Twin Cities Public Health Environmental Health Entities in Minnesota Mutual Aid Agreement.

Att.

Twin Cities Public Health and Environmental Health Entities in Minnesota  
**MUTUAL AID AGREEMENT**

WHEREAS, pursuant to Minnesota Statutes Section 471.59, political subdivisions of the State of Minnesota may jointly and cooperatively exercise powers common to each of the contracting parties; and

WHEREAS, the original participating parties set forth on Exhibit A, attached hereto and incorporated by this reference, executed the Twin Cities Public Health Departments in Minnesota PUBLIC HEALTH MUTUAL AID AGREEMENT on or about February, 2007; and

WHEREAS, the parties agree that, in order to make changes to that agreement and in lieu of an amendment, the parties, and any potential parties, including but not limited to those possible additional parties set forth on Exhibit A or as otherwise provided, shall execute this Twin Cities Public Health and Municipal Environmental Health Entities in Minnesota MUTUAL AID AGREEMENT; and

WHEREAS, the purpose of this agreement is to strengthen the preparedness of the public health and environmental health system in Minnesota; and

WHEREAS, the parties desire to simplify the defense of claims by eliminating conflicts among defendants that are parties to this Agreement; and

WHEREAS, emergencies may occur in the future which will require local public health and/or environmental health entities to come to the aid and assistance of other local public health or environmental health entities; and

WHEREAS, the intent of this agreement is to make personnel, equipment, and other resources available to political subdivisions in the event of an emergency, training, drill or exercise; and

WHEREAS, the parties participating in this Agreement have determined that it is in their best interests to assist one another in the event of an emergency, training, drill or exercise.

NOW, THEREFORE, in consideration of the foregoing, the participating parties agree as follows:

I. PURPOSE

It is recognized and acknowledged that in certain situations, including but not limited to, natural disasters, public health emergencies, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency or enemy attack, disease outbreaks, special events, or trainings, drills or exercises in preparation for any of these eventualities, the use of the personnel, equipment, supplies and/or services of a local public health entity to perform functions outside its jurisdictional limits is desirable and

necessary to preserve and protect the health, safety and welfare of the citizens of the State of Minnesota.

This Agreement only addresses assistance provided by a participating party in response to a request made by a participating party and does not affect the applicability of Minn. Stat. § 12.331, Minn. Stat. § 12.33, or other pertinent laws to other activities that may be undertaken by a political subdivision.

## II. DEFINITIONS

For the purposes of this mutual aid agreement, the following terms shall be defined as follows:

- A. "Employee" means those personnel currently working for a party including, elected and appointed officials, officers and volunteers who are registered with and under the direction and control of that party as required by Minn. Stat. §12.22, subd. 2a (a) (2005).
- B. "Participating Party" means the local public health or environmental health authority of a political subdivision that is a party to this Agreement.
- C. "Requesting Official" means the person designated by a Participating Party who is responsible for requesting Assistance from the other Participating Parties.
- D. "Requesting Party" means a Participating Party that requests assistance from other Participating Parties.
- E. "Responding Official" means the person designated by a Participating Party who is responsible to determine whether and to what extent that Participating Party should provide assistance to a Requesting Party.
- F. "Responding Party" means a Participating Party that provides assistance to a Requesting Party.
- G. "Assistance" means Public Health or Environmental Health personnel, equipment, supplies and/or services.

## III. PROVISION OF MUTUAL AID

- A. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish assistance. The Requesting Party, within a reasonable period of time, shall provide the Responding Party/ies with a written confirmation of the need for assistance including details regarding requested resources, timelines/schedules and location(s) for assistance.

- B. Response to Request. Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources. Once assistance has been authorized, the Responding Party, within a reasonable period of time, shall provide the Requesting Party with a written confirmation of assistance including details regarding the personnel and resources to be provided and when they will be available.
- C. Recall and Release of Assistance. The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party or its designee, it is considered to be in the best interest of the Responding Party to do so. The Requesting Party may at any time release a Responding Party or an individual from providing any further assistance.
- D. Command of Scene. The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.
- E. State Declared Emergency. If the State of Minnesota or an authorized state agency declares an emergency, the statutes and administrative rules pertaining to state declared emergencies shall prevail where they conflict with the provisions of this Agreement.

#### IV. LIABILITY

- A. Each Requesting Party shall defend, indemnify and hold harmless a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466 and other applicable law, rule, and regulation, including common law. The purpose of creating this duty to defend, indemnify and hold harmless, is to simplify the defense of claims by eliminating conflicts among defendants that are parties to this Agreement.
- B. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of the Requesting Party, but only for purposes of addressing liability under this Agreement. The employees of the Responding Party shall not be considered employees of the Requesting Party for any other purpose.
- C. The Requesting Party shall defend, indemnify and hold harmless the Responding Party, its Employees, officers and elected and appointed officials against any and all claims brought or actions filed against the Responding Party, its Employees, officers and elected and appointed officials for injury to, death of, or damage to

the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any party.

- D. Each Participating Party agrees to promptly notify the other Participating Parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other Participating Parties, and arising out of acts or omissions related to this Agreement.
- E. No party to this Agreement or any officer of any party shall be liable to any other party or to any other person for failure of any party to furnish assistance to any other party, or for recalling or releasing assistance as described in this Agreement.
- F. If a Participating Party utilizes contractors or agents to provide services or assistance under this Agreement, the Participating Party shall execute a contract with the contractor and agent including the following language. Failure to include the following language shall constitute a material breach of this Agreement:

CONTRACTOR shall defend, indemnify, and hold harmless each Participating Party in the Twin Cities Public Health and Municipal Environmental Health Entities in Minnesota Mutual Aid Agreement, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Contract, and against all loss by reason of the failure of the CONTRACTOR to perform fully, in any respect, all obligations under this contract.

In order to protect the CONTRACTOR and those listed above under the indemnification provision, the CONTRACTOR agrees at all times during the term of this Contract, and beyond such term when so required, to have and keep in force the following insurance coverages, in amounts equal at least to the municipal tort liability limits of Minnesota Statutes Chapter 466 or other applicable law as currently in effect or as may be

amended from time to time, unless specific dollar limits are otherwise provided herein:

Limits

- (1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate (The full limits of coverage must be dedicated to apply to this project, per ISO form CG2501, or equivalent.)

Products—Completed Operations Aggregate

Personal and Advertising Injury

Each Occurrence—Combined Bodily

Injury and Property Damage

- (2) Workers' Compensation and Employer's Liability:

Workers' Compensation

If the CONTRACTOR is based outside the State of Minnesota, coverage must apply to Minnesota law.

Employer's Liability. Bodily injury by:

Accident—Each Accident

Disease—Policy Limit

Disease—Each Employee

- (3) Professional Liability—Per Claim and Aggregate

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this contract. Copies of insurance policies shall be promptly submitted to (name of jurisdiction) upon written request.

The CONTRACTOR shall not commence work until it has obtained required insurance. The certificate(s) shall name (name of jurisdiction) as the certificate holder and as an additional insured for the liability coverage(s) with respect to operations covered under the Contract.

The CONTRACTOR shall furnish to (name of jurisdiction) updated certificates during the term of this Contract as insurance policies expire. If the CONTRACTOR fails to furnish proof of insurance coverages, (name of jurisdiction) may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. (Name of jurisdiction) does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

Duty to Notify. The CONTRACTOR shall promptly notify (name of jurisdiction) of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services contained in this Contract. The CONTRACTOR shall also notify (name of jurisdiction) whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or (name of jurisdiction) might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Contract. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Contract.

V. WORKER'S COMPENSATION

Each party shall be responsible for injuries or death of its own Employees "to the extent required by law". Each party will maintain worker's compensation insurance or self-insurance coverage, covering its own Employees while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any worker's compensation benefits paid to its own Employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or employees.

VI. DAMAGE TO EQUIPMENT

Each Participating Party, to the extent a party is at fault, shall be responsible for damages to or loss of its equipment while acting within the scope of this Agreement.

VII. CHARGES TO THE REQUESTING PARTY

- A. No charges will be levied by a Responding Party to this Agreement for assistance rendered to a Requesting Party under the terms of this Agreement unless that assistance continues for a period of more than eight (8) hours, as measured from the time Responding Party begins to provide assistance after being specifically directed by the Requesting Party to perform a task or tasks, unless the Requesting Party is eligible to obtain reimbursement for expenses it incurred during this period from the United States, the State of Minnesota, or any other source. In that event the Requesting Party shall take all steps necessary to seek reimbursement to the Responding Party for the actual cost of any assistance provided during this initial eight (8) hour period including salaries, overtime, materials and supplies, and other necessary expenses.
- B. If assistance provided under this Agreement continues for more than eight (8) hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial eight (8) hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party shall reimburse the party providing the assistance for that amount.
- C. The ability to levy such charges is not contingent upon the availability of federal or state government funds to reimburse the charges.

VIII. DURATION

This Agreement will commence upon execution by all eleven (11) original Participating Parties and shall terminate December 31, 2011, unless terminated sooner pursuant to section XI herein. This Agreement will only apply to those parties who have lawfully executed the document and returned a copy to:

Hennepin County Public Health Emergency Preparedness

Attention: Emergency Preparedness Unit Supervisor

1011 First Street South, Suite 215

Hopkins, MN 55343

(612) 543 -5220

IX. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Pursuant to the terms of the TWIN CITIES PUBLIC HEALTH DEPARTMENTS IN MINNESOTA PUBLIC HEALTH MUTUAL AID AGREEMENT, the original

participating parties hereby give notice that said PUBLIC HEALTH MUTUAL AID AGREEMENT is terminated and shall be replaced in entirety by this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. The matters set forth in the "WHEREAS" clauses at the beginning of this Agreement are by this reference incorporated into and made a part of this Agreement.

- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

#### X. COMMAND AND CONTROL

The Requesting Party shall command the mutual aid scene and provide direction to Employees of each Responding Party. A party shall not be considered to be either a temporary or permanent employee of the other parties except as specifically described in this Agreement.

#### XI. DEFAULT AND WITHDRAWAL

- A. If a party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the party's default is excused by the other parties, the non-defaulting parties may by majority, vote to remove the defaulting party by providing written notice of termination of the Agreement as to the defaulting party only. Any such removal or termination of this Agreement shall become effective upon the sending of such notice and will not cancel any obligations incurred by any party prior to such termination.
- B. Any party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other parties herein. Withdrawal shall not discharge any liability incurred by any Party prior to withdrawal. Such liability shall continue until discharged by law or agreement.
- C. The terms of Sections II, III, IV, V, VI, X, XII, and XIII shall survive the expiration, termination or withdrawal from this Agreement.

#### XII. RECORDS – AVAILABILITY/ACCESS

To the extent required by Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the parties agree that the any party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other parties and involve transactions relating to this Agreement. Such materials shall be maintained and

such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

### XIII. DATA PRIVACY

Each party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. Each Party agrees to defend, indemnify and hold harmless the other parties, their elected and appointed officials, officers, agents, employees, and volunteers from any claims resulting from a party's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

### XIV. COMPLIANCE

Participating Parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

### XV. EXECUTION

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

### XVI. ADDITIONAL PARTIES AND COUNTERPARTS

A government unit, on behalf of its local public health and/or environmental health entity, may join this mutual aid Agreement and thereby become a Participating Party upon approval of the new government unit by a majority of the Participating Parties, through their governing body or their duly authorized designee, and execution of a copy of this Mutual Aid Agreement by the joining governing body.

This Mutual Aid Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

### XVII. CONTRACT ADMINISTRATION

In order to coordinate the services so as to accomplish the purposes of this Agreement, each Participating Party's Director of Public Health, Director of Environmental Health, or equivalent counterpart, shall be the contact person for each Participating Party under

this Agreement. A Participating Party may designate someone other than the Director of Health, Director of Environmental Health, or equivalent, as the contact person by providing written notice to all other Participating Parties.

*A SIGNATURE PAGE FOR EACH PARTY SHALL BE ATTACHED*

CITY or COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_  
Title of Official

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

By: \_\_\_\_\_  
Title of Official

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

Reviewed and approved by the  
City or County Attorney.

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

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

## MEMORANDUM

**TO:** James Antonen, City Manager  
**FROM:** DuWayne Konewko, Parks and Recreation Director  
Ginny Gaynor, Natural Resources Coordinator  
**SUBJECT:** **Approval of Joy Park Phase I, Project 08-09, Resolution Approving Payment, Acceptance of Project and Closure of Project Fund**  
**DATE:** November 21, 2011 for November 28, 2011 meeting

### INTRODUCTION

Joy Park Phase I Improvements have been completed. City Council will consider approving the attached resolution accepting the project and authorizing payment to Tower Asphalt, Inc. for construction of the improvements. The Council will also consider closing the project fund.

### DISCUSSION

Joy Park Phase I has been completed. Improvements included: design and specifications, reconstruct boat launch parking lot, add five parking lot rain gardens, install Lake Links Trail segment, enhance three wetlands, install two shoreline access points and restore 250' shoreline. The improvements have been accepted by staff, and staff would like to make final payment (Attachment 1) and close out the project.

Joy Park Phase II improvements were constructed in 2011 and include: new parking lot on west side of park, rain garden, bituminous trails, rustic trails, benches, boardwalk, four shoreline access points, and about 100' of shoreline restoration. The contractor has completed construction. Plantings will be done by volunteers in 2012.

### BUDGET

On June 23, 2008, council approved \$250,000 for Joy Park Phase I Improvements. On September 22, 2008, Council awarded the project to Tower Asphalt, Inc. for \$281,625.00, and authorized an additional \$31,000 from the Environmental Utility Fund budget for the project. In addition, the city received an \$18,789 grant from Valley Branch Watershed District. Thus, the total budget for the project was \$300,414.

Expenses incurred total \$311,109. The budget was exceeded by \$10,695 due to unanticipated costs for utility work and construction project management. Staff proposes covering additional expenses as follows: \$5329 from 2011 CIP Fund for park projects and \$5366 from PAC money remaining in the Joy Park Phase II budget. There is \$27,118 remaining in 2011 Capital Budget for park projects: \$8875 (Goodrich Park project, PAC) and \$18,243 (from Park Improvements, CIP). Completed construction on Joy Park Phase II came in \$5366 under budget.

## **RECOMMENDATION**

Staff recommends the City Council approve the attached resolution Approving Payment, Acceptance of Project, and Authorization of Fund Closure for Joy Park Phase I Improvements, City Project 08-09 and authorize transfer CIP fund to PAC fund.

Attachments:

1. Invoice from Tower Asphalt
2. Resolution



**Application for Payment**

(Unit Price Contract)

No. 3

Eng. Project No.: MAPLE 103885

Client No.: 08-14

Location: City of Maplewood

Contractor	<u>Tower Asphalt, Inc.</u>	Contract Date	<u>September 22, 2008</u>
	<u>15001 Hudson Road</u>		
	<u>Lakeland, MN 55043</u>	Contract Amount	<u>\$ 281,625.00</u>

Contract for Joy Park Phase 1 Improvements

Application Date 7/29/11 For Period Ending 7/29/11

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1	MOBILIZATION (5% MAX.)	LS	1	1	\$10,500.00	\$10,500.00
2	CLEAR	ACRE	0.68	0.68	4,500.00	\$3,060.00
3	CLEAR	TREE	18	22	200.00	\$4,400.00
4	GRUB	ACRE	0.68	0.68	3,500.00	\$2,380.00
5	GRUB	TREE	18	22	100.00	\$2,200.00
6	REMOVE CONCRETE PAVEMENT	SY	60	60	2.00	\$120.00
7	REMOVE BITUMINIOUS PAVEMENT	SY	1690	1690	1.70	\$2,873.00
8	SAWING BITUMINIOUS PAVEMENT (FULL DEPTH)	LF	160	177	2.20	\$389.40
9	COMMON EXCAVATION EV (P)	CY	1120	1120	6.00	\$6,720.00
10	MUCK EXCAVATION (EV)	CY	472	652	8.00	\$5,216.00
11	GRANULAR BORROW (CV)	CY	707	1044	8.00	\$8,352.00
12	SELECT GRANULAR BORROW (CV)	CY	418	0	8.00	
13	SELECT TOPSOIL BORROW (CV)	CY	581	48	13.00	\$624.00
14	SALVAGE TOPSOIL	CY	451	451	4.50	\$2,029.50
15	LABORER	HOUR	30	4.5	50.00	\$225.00
16	3 CY FRONT END LOADER	HOUR	30	1.5	100.00	\$150.00
17	3 CY BACKHOE	HOUR	5	3	100.00	\$300.00
18	WATER FOR DUST CONTROL	MGAL	10	0	35.00	
19	AGG. BASE CL. 6 - 100% CRUSHED	TON	2431	2793.14	8.75	\$24,439.98
20	BITUMINIOUS PATCHING MIXTURE	SY	35	40	10.00	\$400.00
21	TYPE MV 3 WEARING COURSE MIXTURE	TON	460	490	75.00	\$36,750.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
22	TYPE LV 3 WEARING COURSE MIXTURE	TON	144	140	75.00	\$10,500.00
23	TYPE LV 3 NON WEARING COURSE MIXTURE	TON	190	183.61	75.00	\$13,770.75
24	BITUMINOUS MATERIAL FOR TACK COAT	GAL	80	80	3.00	\$240.00
25	MODULAR BLOCK RETAINING WALL	SF	90	0	23.00	
26	18-INCH RCP APRON W/TRASH GUARD	EACH	1	1	950.00	\$950.00
27	21-INCH CMP APRON W/TRASH GUARD	EACH	1	1	600.00	\$600.00
28	24-INCH CMP APRON W/TRASH GUARD	EACH	1	2	700.00	\$1,400.00
29	18-INCH RCP SEW, CL. 5, DES. 3006	LF	24	24	32.00	\$768.00
30	21-INCH CMP SEW	LF	60	60	30.00	\$1,800.00
31	24-INCH CMP SEW	LF	45	85	34.00	\$2,890.00
32	CONST CB, TYPE 48-INCH DIA.	EACH	2	2	950.00	\$1,900.00
33	CASTING ASSEMBLY, R-4342	EACH	2	2	450.00	\$900.00
34	RANDOM RIPRAP, CLASS III	CY	25	23.4	85.00	\$1,989.00
35	GEOTEXTILE FABRIC, TYPE IV	SY	49	47	3.00	\$141.00
36	CONCRETE C & G, DESIGN B-612	LF	930	930	12.00	\$11,160.00
37	CONCRETE C & G, DESIGN B-618	LF	105	161	14.00	\$2,254.00
38	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES	EACH	3	3	450.00	\$1,350.00
39	TRAFFIC CONTROL	LS	1	1	2,500.00	\$2,500.00
40	SILT FENCE, PREASSEMBLED - TYPE HEAVY DUTY	LF	3205	2128	2.00	\$4,256.00
41	BIOROLL	LF	70	115	9.00	\$1,035.00
42	SEEDING	ACRE	1.1	1.1	2,200.00	\$2,420.00
43	EROSION CONTROL BLANKET, CATEGORY 3	SY	890	890	1.30	\$1,157.00
44	COMM FERTILIZER, ANALYSIS 8-16-16	LBS	220	220	2.00	\$440.00
45	MULCH MATERIAL, TYPE 1	TON	2	2	350.00	\$700.00
46	RAIN GARDEN PREP. - WITH UNDERDRAIN	EACH	1	2	2,000.00	\$4,000.00
47	RAIN GARDEN PREP. - WITHOUT UNDERDRAIN	EACH	4	3	1,800.00	\$5,400.00
48	SEED MIXTURE 260	LBS	75	75	4.00	\$300.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
49	SEED MIXTURE 305	LBS	43	43	14.00	\$602.00
50	SHORELAND MIX - SEDGE/GRASS*	LBS	2.25	2.25	80.00	\$180.00
51	SHORELAND MIX - FORBS*	LBS	0.5	0.5	220.00	\$110.00
52	COVER CROP - BWSR WT1	LBS	11	11	10.00	\$110.00
53	MIXED HEIGHT GRASS MIX*	LBS	1.25	1.25	13.00	\$16.25
54	MIXED HEIGHT FORB MIX*	LBS	0.25	0.25	180.00	\$45.00
55	BONESET - EUPATORIUM PERFOLIATUM	EACH	36	36	3.50	\$126.00
56	JOE-PYE WEED - EUPATORIUM MACULATUM	EACH	36	36	3.50	\$126.00
57	SWAMP MILKWEED - ASCLEPIAS INCARNATA	EACH	54	54	3.50	\$189.00
58	WATER HOREHOUND - LYCOPUS AMERICANUS	EACH	18	18	4.00	\$72.00
59	Giant SUNFLOWER - HELIANTHUS GIGANTEUS	EACH	54	54	3.50	\$189.00
60	TURK'S CAP LILY - LILIUM MICHIGANENSE	EACH	18	18	5.00	\$90.00
61	CORD GRASS - SPARTINA PECTINATA	EACH	36	36	3.50	\$126.00
62	WOOL GRASS - SCIRPUS CYPERINUS	EACH	36	36	4.00	\$144.00
63	RIVER BULRUSH - SCIRPUS FLUVIATILIS	EACH	36	36	4.00	\$144.00
64	TALL MANNA GRASS - GLYCERIA GRANDIS	EACH	36	36	4.00	\$144.00
65	SHORELINE MIX FLATS*	EACH	12	12	10.00	\$120.00
66	Giant BURWEED - SPARGANIUM EURYCARPUM	EACH	36	36	4.00	\$144.00
67	SOFT-STEM BULRUSH - SCIRPUS VALIDUS	EACH	36	36	4.00	\$144.00
68	TUSsock SEDGE - CAREX STRICTA	EACH	24	24	4.00	\$96.00
69	ARROWHEAD - SAGITTARIA LATIFOLIA	EACH	12	12	5.00	\$60.00
70	WATER PLANTAIN - ALISMA SUBCORDATUM	EACH	36	36	3.50	\$126.00
71	SWEET FLAG - ACORUS CALAMUS	EACH	36	36	3.50	\$126.00
72	SEDGE MEADOW-RESTORED & UPLAND BUFFER - PRAIRE: HERBICIDE APPLICATION	LS	1	1	640.00	\$640.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
73	SEDGE MEADOW-RESTORED & UPLAND BUFFER - PRAIRE: PRESCRIBED BURN OF SPRAYED AREA	LS	1	<u>1</u>	1,275.00	<u>\$1,275.00</u>
74	SEDGE MEADOW-RESTORED & UPLAND BUFFER - PRAIRE: SOIL PREPARATION - TILLAGE OR LIGHT HARROWING	LS	1	<u>1</u>	990.00	<u>\$990.00</u>
75	SEDGE MEADOW-ENHANCED: SPOT APPLICATION OF HERBICIDE	LS	1	<u>1</u>	500.00	<u>\$500.00</u>
76	INSTALLATION OF SEED MIXES	LS	1	<u>1</u>	2,640.00	<u>\$2,640.00</u>
77	INSTALLATION OF 4 INCH POTS	LS	1	<u>1</u>	1,380.00	<u>\$1,380.00</u>
78	INSTALLATION OF SOD FLATS	EACH	12	<u>12</u>	8.00	<u>\$96.00</u>
79	TREE/SHRUB REMOVAL VIA CUT/SLASH METHOD AND TREAT STUMPS WITH HERBICIDE	LS	1	<u>1</u>	1,990.00	<u>\$1,990.00</u>
80	SHRUB SEEDLING MAINTENANCE - FALL 2009	LS	1	<u>1</u>	880.00	<u>\$880.00</u>
81	SHRUB SEEDLING MAINTENANCE - FALL 2010	LS	1	<u>1</u>	930.00	<u>\$930.00</u>
82	PAINT - WHITE (FOR CROSS WALK) (EPOXY)	SF	90	<u>90</u>	10.25	<u>\$922.50</u>
83	PAYEMENT MARKING - HANDICAP PARKING (EPOXY)	EACH	1	<u>1</u>	255.00	<u>\$255.00</u>
84	4-INCH SOLID LINE WHITE (EPOXY)	LF	240	<u>292</u>	7.80	<u>\$2,277.60</u>
<b>TOTAL BASE BID AMOUNT</b>						<b><u>\$203,954.98</u></b>

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
<b>ALTERNATE 1: SHORELINE STABILIZATION</b>						
1	COMMON EXCAVATION EV (P)	CY	50	0	20.00	
2	PREMIUM TOPSOIL BORROW (MOD.)(CV)(P)	CY	110	0	20.00	
3	RANDOM RIPRAP, CLASS I	CY	45	0	75.00	
4	SILT FENCE, PREASSEMBLED - TYPE HEAVY DUTY	LF	650	0	2.00	
5	SILT CURTAIN	LS	1	0	9,750.00	
6	EROSION CONTROL BLANKET, SPECIAL	SY	360	0	5.00	
7	EROSION CONTROL BLANKET, CATEGORY 1 (STRAW RD 1S)	SY	360	0	1.30	
8	SEED MIXTURE 325 (MOD.)	LBS	5	0	60.00	
9	LAKE SEDGE (CAREX LACUSTRIS)	EACH	220	0	6.50	
10	BOTTLEBRUSH SEDGE (CAREX COMOSA)	EACH	220	0	6.50	
11	PRAIRIE CORD GRASS (SPARTINA PECTINATA)	EACH	220	0	6.50	
12	COIR ROLL	LF	1300	0	13.50	
13	LAKE ACCESS TYPE A	EACH	2	0	4,320.00	
14	LAKE ACCESS TYPE B	EACH	2	0	10,800.00	
<b>TOTAL ALTERNATE 1 BID AMOUNT</b>					72,273.00	<b>\$0.00</b>
<b>TOTAL CONTRACT AMOUNT</b>						<b>\$203,954.98</b>

Application for Payment (continued)

Total Contract Amount	\$ 281,625.00	Total Amount Earned	\$ 203,954.98
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications:		Percent Complete	_____
AFP No. 1: <u>137,187.49</u>	AFP No. 6: _____	GROSS AMOUNT DUE	\$ 203,954.98
AFP No. 2: <u>52,728.32</u>	AFP No. 7: _____	LESS 0 % RETAINAGE	\$ 0.00
AFP No. 3: _____	AFP No. 8: _____	AMOUNT DUE TO DATE	\$ 203,954.98
AFP No. 4: _____	AFP No. 9: _____	LESS PREVIOUS APPLICATIONS	\$ 189,915.81
AFP No. 5: _____		AMOUNT DUE THIS APPLICATION	\$ 14,039.17

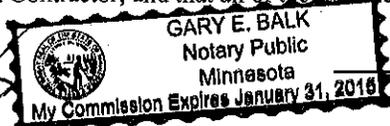
**CONTRACTOR'S AFFIDAVIT**

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

Date August 5<sup>th</sup>, 20 11 Tower Asphalt, Inc.  
(Contractor)

COUNTY OF Washington )  
STATE OF Minnesota ) SS By Stewart Parker Project Manager  
(Name and Title)

Before me on this 5 day of August, 20 11, personally appeared Stewart Parker known to be, who being duly sworn did depose and say that he is the Project Manager (office) of the Contractor above mentioned, that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires 1/31/15  Gary E. Balk  
(Notary Public)

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

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

By [Signature]  
Date 8/5/11

City of Maplewood  
By [Signature]  
Date 8/10/11

RESOLUTION  
APPROVING PAYMENT, ACCEPTANCE OF PROJECT AND AUTHORIZING CLOSURE  
OF PROJECT FUND FOR JOY PARK PHASE I IMPROVEMENTS (CITY PROJECT 08-09)

WHEREAS, the City Council of Maplewood, Minnesota has heretofore authorized the Finance Director to allocate \$250,000 from PAC fees and \$31,000 from Environmental Utility Fee for construction costs associated Joy Park Phase I Improvements, and

WHEREAS, the city received an additional \$18,789 grant from Valley Branch Watershed District, and

WHEREAS, the Parks and Recreation Director has determined that the improvements associated with the Joy Park Phase I Improvements, City Project # 08-09, are complete and recommends acceptance of the project.

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

1. City Project 08-09 is complete; maintenance of these improvements is accepted by the City; and the final cost is \$311,109. Payment to Tower Asphalt is hereby authorized.
2. The Finance Manager is hereby authorized to make the financial transfers necessary to implement the financing plan for the project.
3. Once all financial transactions have been completed, the Finance Manager is hereby authorized to close this project and fund.

Adopted by the council on this 28th day of November, 2011.

**AGENDA REPORT**

**TO:** James Antonen, City Manager  
**FROM:** DuWayne Konewko, Director of Parks and Recreation  
 Steve Kummer, Civil Engineer II  
**SUBJECT:** **Lions Park Improvements, Project 08-09, Resolution Directing Modification of Existing Construction Contract, Change Order No. 1**  
**DATE:** November 8, 2011

**INTRODUCTION**

The city council will consider approving the attached resolution directing the modification of the existing construction contract for the Lions Park Improvements, City Project 08-09. The modifications to the contract include additional quantities due to unforeseen site conditions. These modifications result in an increase to the overall construction contract.

**BACKGROUND**

On August 23, 2011, the council awarded Fitol-Hintz Construction, Inc. a construction contract for drainage and park amenity improvements in the amount of \$499,642.80. The improvements include the construction of a new playground area, basketball court, ballfield, picnic shelter, trail and rain water gardens.

**DISCUSSION**

Some unforeseen increases in quantities were associated with higher-than-normal precipitation during Fall 2010 and through Summer 2011:

- The gravel trails, bituminous trails and ballfield required some additional removal and replacement of underlying soils for proper support and limitation of heave.
- Additional form and soils removal work was required to pour the curb for the playground due to instability of surrounding soils.
- One of the three timber bridges on the project required a revised structural foundation design due to the high ground water table in the area of construction.

Other changes to the plans included the relocation of several ball diamond benches, placement of smaller boulders within the park provided by the City, and additional wood fiber mulch for the playground due to unanticipated settlement.

The changes are summarized as follows:

Additional Playground Mulch	\$5,625.00
Additional Aggregate for Ball Diamond and Trails	\$1,950.00
Additional Bituminous Trail Aggregate	\$714.00
Playground Curb Revisions	\$3,059.00
Timber Bridge Revisions	\$1,000.00
Player Bench Relocation	\$1,065.00
City-Supplied Boulder Installation	\$5,850.00
<b>Net Change Order Increase</b>	<b>\$19,263.00</b>

**BUDGET**

Approval of Change Order No. 1 will increase the project construction contract amount by \$19,263.00 to \$518,905.80. Staff proposes covering addition expenses as follows: \$12,914 from the CIP fund for park projects allocated in Community Field Upgrades and \$6,349 from PAC funds remaining in the allocation for Goodrich Park improvements in 2011(\$8,875).

**RECOMMENDATION**

Staff recommends that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, for the Lions Park Improvements, City Project 08-09.

Attachments:

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

**RESOLUTION  
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT  
PROJECT 08-09, CHANGE ORDER NO. 1**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 08-09, Lions Park Area Street Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Lions Park Improvements, Change Order No. 1.

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

1. The mayor and city clerk are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$19,263.00

The revised contract amount is \$518,905.80

Adopted by the Maplewood City Council on this 28<sup>th</sup> day of November, 2011.

**CHANGE ORDER  
CITY OF MAPLEWOOD  
DEPARTMENT OF PUBLIC WORKS**

Project Name:	Lions Park Improvement
Project No:	08-09
Contractor:	Fitol-Hintz Construction, Inc
Change Order No.:	1
Date:	10/20/2011

The following revisions shall be made to the contract documents:

- Additional wood fiber mulch for play area
- Playground curb changes due to ground water
- Additional gravel materials for structural support.
- Additional timber bridge materials for redesigned bridge due to ground water.
- Player Bench installation
- Boulder Installation

	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Total</u>
	<i>ADDITIONS</i>				
1	ENGINEERED WOOD FIBER MULCH	LS	1	\$ 5,625.00	\$ 5,625.00
2	RED BALL DIAMOND AGGREGATE	T	26	\$ 39.00	\$ 1,014.00
3	REVISIONS TO PLAYGROUND CURB	LS	1	\$ 3,059.00	\$ 3,059.00
4	ADDITIONAL AGLIME FOR POND PATH	LS	1	\$ 936.00	\$ 936.00
5	TIMBER BRIDGE MATERIALS	LS	1	\$ 1,000.00	\$ 1,000.00
6	PLAYER BENCH REINSTALL	LS	1	\$ 1,065.00	\$ 1,065.00
7	SORT AND INSTALL BOULDERS	LS	1	\$ 5,850.00	\$ 5,850.00
8	CLASS 6 AGGREGATE BASE	T	17	\$ 42.00	\$ 714.00

<b>TOTAL NET CHANGE ORDER NUMBER</b>	<b>1</b>	<b>\$ 19,263.00</b>
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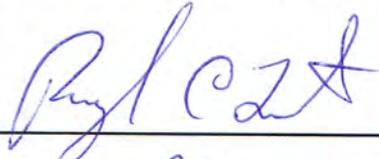
<u>CONTRACT STATUS</u>	
Original Contract	\$ 499,642.80
Net Change of Prior Change	\$ -
Change this Change Order	\$ 19,263.00
<b>Revised Contract:</b>	<b>\$ 518,905.80</b>

CHANGE ORDER  
CITY OF MAPLEWOOD  
DEPARTMENT OF PUBLIC WORKS

Recommended by:  
City of Maplewood Public Works Dept.

\_\_\_\_\_  
Steven L. Kummer, P.E. -- Reg No. 44296

Agreed to by:  
Fitol-Hintz construction, Inc.

  
\_\_\_\_\_  
Print Name: RUDOLPH C. FITOL

Approved by:  
City of Maplewood

\_\_\_\_\_  
Mayor Will Roszbach

\_\_\_\_\_  
Michael W. Thompson, P.E. -- City Engineer

**MEMORANDUM**

**TO:** James Antonen, City Manager  
**FROM:** DuWayne Konewko, Parks and Recreation Director  
**DATE:** Monday, November 28<sup>th</sup>, 2011  
**RE:** Approval of Resolution Accepting a Donation from Spectrum Aquatics/EverActive Brands

**Introduction**

Spectrum Aquatics/EverActive Brands will donate \$ 9,850.00 of products in exchange for use of the MCC Aquatic Center to conduct a total of four photo shoots to be completed between October 2011 and February of 2013. Two of the four photo shoots were completed in October, 2011.

Donations to the Maplewood Community Center include:

1. One lift chair that complies with updated ADA requirements.
2. One stainless steel lifeguard chair.
3. Two composite material lifeguard chairs.

Minnesota State Statute 465.03 states that gifts to municipalities shall be accepted by the governing body in the form of a resolution by a two-thirds vote.

**Consideration**

Approve the following resolution accepting the donation to Maplewood Community Center of \$9,850.00 in support of the Maplewood Community Center.

**RESOLUTION  
ACCEPTANCE OF DONATION**

**WHEREAS** the City of Maplewood and the Parks and Recreation Department has received donations including: \$9,850.00 in support of the Maplewood Community Center.

**NOW, THEREFORE, BE IT RESOLVED** that the Maplewood City Council authorizes the City of Maplewood, Parks and Recreation Department to accept these donations.

AGENDA REPORT

To: City Manager James Antonen  
From: Chief of Police David J. Thomalla  
Subject: Approval to Accept 2011 Justice Assistance Grant and Funds  
Date: November 16, 2011

Introduction

City Council approval is requested to accept the attached 2011 Justice Assistance Grant Agreement and the funds from this grant.

Background

The Maplewood Police Department has been offered the opportunity to participate in the 2011 Justice Assistance Grant with the City of Saint Paul. This grant would be in effect from October 1, 2011, to September 30, 2014. The City of Saint Paul will administer the grant and be the Project Manager.

Under the terms of the grant, the Maplewood Police Department would receive \$12,201.

The Grant Agreement has now been received, and City Council approval is requested to accept the Agreement and the grant money.

Recommendation

It is recommended that the City Council approve the acceptance of the 2011 Justice Assistance Grant Agreement and the funds to be distributed under this grant.

Action Required

Submit to the City Council for review and approval.

DJT:js

Attachment

Agreement # \_\_\_\_\_

**Between the City of Saint Paul and the City of Maplewood**

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of October 2011, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City" and the City of Maplewood whose address is 1830 County Road B East, Maplewood, Minnesota, 55109, hereinafter referred to as "Provider."

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

**SECTION 1: Scope of Services.**

A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached federal grant award and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Attachment A.

**SECTION 2: Time for Completion.**

A. The services described in Section 1 shall be commenced on October 1, 2011, and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2014.

B. Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager designated by the City.

C. There will be no extension of this contract beyond the date outlined above.

**SECTION 3: Billings, Payment and Reporting.**

A. That for the Provider's faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to Attachment A.

B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by the City. Total costs of the project shall not exceed \$12,201.

C. Provider shall submit programmatic reporting and an itemized invoice as well as detailed backup documents to the City on a quarterly basis. The Provider will be provided by the City electronically following the end of the calendar quarter the deadline instructions for program reporting and invoicing for that quarter. When deadline instructions have not been provided by the City, the Provider must submit program report and invoice with back up by the 20<sup>th</sup> of the month following the end of the quarter. Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the City to Provider within thirty (30) days.

D. No payments shall be made to Provider without programmatic and fiscal requirements being submitted by the deadline given each quarter. Provider will not be

reimbursed for any retroactive invoicing or invoicing without the accompanying required program reports.

E. In the event the Provider fails to comply with any terms or conditions of the Agreement or grant award or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in other sections of this Agreement.

**SECTION 4: Project Management.**

A. The City requires the Provider to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the City is grounds for termination of the Agreement by the City. Provider's principal project members are:

\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

B. The City has designated Amy Brown, Research and Grants Manager, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be released. The Project Manager shall have the authority to transmit instructions, receive information, authorize amendments or changes to the Agreement, and interpret and define the City's policies and decisions pertinent to the work covered by this Agreement.

**SECTION 5: City Responsibilities.**

A. City agrees to provide Provider with access to any information from City documents, staff, and other sources needed by Provider to complete the work described herein.

**SECTION 6: Work Products, Records, Dissemination of Information.**

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

*"Work product"* shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Provider's services under this Agreement.

*"Supporting documentation"* shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other form, belonging to Provider and pertaining to work performed under this Agreement.

*"Business records"* shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other form, belonging to Provider and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that result from the Provider's services under this Agreement shall be delivered to the City and shall become the property of the City after final payment is made to the Provider with no right, title, or interest in said work products or supporting documentation vesting in Provider.

C. The Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, shall be delivered to the City by Provider by the termination date and there shall be no further obligation of the City to Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement.

#### **SECTION 7: Equal Opportunity Employment.**

A. The Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race color, religion, sex, age or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

#### **SECTION 8: Compliance with Applicable Law.**

Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Providers performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

**SECTION 9: Independent Contractor.**

A. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to the City is that of Independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Provider an employee of the City, and Provider shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

**SECTION 10: Subcontracting.**

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement (unless specifically outlined in the federal grant) without obtaining prior written approval of the City.

**SECTION 11: Hold Harmless.**

That each party will responsible for their own acts or omissions for their employees, agents and officials. Nothing in this agreement shall constitute a waiver by either party of any statutory limits or exception on liability.

**SECTION 12: Assignment.**

A. The City and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

**SECTION 13: Termination.**

A. This Agreement will continue in full force and effect until completion of the project as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. The City reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to withhold payment or terminate under this Section, it shall submit written notice to the Provider, specifying the extent of such withholding or termination under this Section, the reasons therefore, and the date upon which such withholding or termination becomes effective. Upon receipt of such notice, the Provider shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

C. In the event of termination, the City will pay Provider for all service actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the City rendering final payment for services.

**SECTION 14: Default by Provider.**

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including

termination, available to the City in law or equity. The City shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

**SECTION 15: Amendment or Changes to Agreement.**

A. City or Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

**SECTION 16: Notices.**

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:  
Amy Brown  
Saint Paul Police Department  
367 Grove Street  
Saint Paul, MN 55101

To Provider:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 17: Waiver.**

A. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provision.

**SECTION 18: Survival of Obligations.**

A. The respective obligations of the City and Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

**SECTION 19: Interpretation of Agreement, Venue.**

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

**SECTION 20: Force Majeure.**

A. Neither the City nor the Provider shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

**SECTION 21: Entire Agreement.**

It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

**For the City:**

*Approved as to form:*

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Director, Financial Services

**For the Provider:**

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**Approved:**

By \_\_\_\_\_

Its \_\_\_\_\_



Department of Justice  
Office of Justice Programs

Bureau of Justice Assistance

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Office of Justice Programs

Washington, D.C. 20531

September 2, 2011

Chief Thomas Smith  
City of Saint Paul  
310 City Hall  
15 W. Kellogg Blvd.  
Saint Paul, MN 55102

Dear Chief Smith:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$367,799 for City of Saint Paul.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Cory D. Randolph, Program Manager at (202) 307-0940; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell  
Director

Enclosures



Department of Justice  
Office of Justice Programs  
Office for Civil Rights

Washington, D.C. 20531

September 2, 2011

Chief Thomas Smith  
City of Saint Paul  
310 City Hall  
15 W. Kellogg Blvd.  
Saint Paul, MN 55102

Dear Chief Smith:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

**Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

**Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

## Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

## Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

### 1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

### 2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

## Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

Grant

PAGE 1 OF 6

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Saint Paul 310 City Hall 15 W. Kellogg Blvd. Saint Paul, MN 55102		4. AWARD NUMBER: 2011-DJ-BX-3216	
		5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014	
1A. GRANTEE IRS/VENDOR NO. 416005521		6. AWARD DATE 09/02/2011	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 2011 Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 367,799	
		11. TOTAL AWARD \$ 367,799	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL  Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Thomas Smith Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL  <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL  <i>Thomas E. Smith</i>	19A. DATE  9-2-11
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT  X B DJ 80 00 00 367799		21. KDJUGT1842	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Grant

PAGE 2 OF 6

PROJECT NUMBER 2011-DJ-BX-3216

AWARD DATE 09/02/2011

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig\\_hotline@usdoj.gov](mailto:oig_hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

TS



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
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PROJECT NUMBER 2011-DJ-BX-3216

AWARD DATE 09/02/2011

*SPECIAL CONDITIONS*

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).
11. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
12. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
13. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.

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Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
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Grant

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PROJECT NUMBER 2011-DJ-BX-3216

AWARD DATE 09/02/2011

*SPECIAL CONDITIONS*

14. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

15. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

TS



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
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PROJECT NUMBER 2011-DJ-BX-3216

AWARD DATE 09/02/2011

*SPECIAL CONDITIONS*

17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
18. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
19. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
21. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
22. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
23. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
24. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

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PAGE 6 OF 6

PROJECT NUMBER 2011-DJ-BX-3216

AWARD DATE 09/02/2011

*SPECIAL CONDITIONS*

25. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
26. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

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Department of Justice  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Saint Paul

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

Grant

PROJECT NUMBER  
2011-DJ-BX-3216

PAGE 1 OF 1

This project is supported under FY11 (BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Cory D. Randolph  
(202) 307-0940

2. PROJECT DIRECTOR (Name, address & telephone number)

Amy Brown  
Research and Grants Manager  
367 Grove Street  
Saint Paul, MN 55101-2295  
(651) 266-5507

3a. TITLE OF THE PROGRAM

FY 2011 Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

FY 2011 Justice Assistance Grant Program

5. NAME & ADDRESS OF GRANTEE

City of Saint Paul  
310 City Hall 15 W. Kellogg Blvd.  
Saint Paul, MN 55102

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2014

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2014

9. AMOUNT OF AWARD

\$ 367,799

10. DATE OF AWARD

09/02/2011

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The disparate jurisdictions will utilize the grant award to support the reduction of crime, including crime associated with chronic offenders, drugs, gangs, guns, prostitution, and truancy. Grant funds will be used to support law enforcement personnel and overtime costs, training, and the purchase of tasers and firearms. These

OJP FORM 4000/2 (REV. 4-88)

purchases will increase community and public safety, and counter-terrorism and terrorism prevention initiatives.

NCA/NCF

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# Budget Worksheet

**Purpose:** The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

**A. Personnel** - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
St. Paul Police Officer - Overtime	\$45.65 per hour overtime rate x 3949 hours	\$180,272.00
City of Maplewood Officer Overtime	\$32.39 per hour	\$12,201.00
Ramsey County Sheriff - Overtime	\$54.727 per hour overtime rate x 224 hours	\$12,259.00
Ramsey County Corrections - Community Corrections Aide	\$37.07 per hour salary	\$36,776.00
Ramsey County Attorney's Office - County Attorney Investigator	\$32.96 per hour salary	\$36,526.00
<b>SUB-TOTAL</b>		<b>\$278,034.00</b>

**B. Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Saint Paul Police Officer Fringe on OT	15.65% (Pera and Medicare)	\$28,218.00
<b>SUB-TOTAL</b>		<b>\$28,218.00</b>
<b>Total Personnel &amp; Fringe Benefits</b>		<b>\$306,252.00</b>

**C. Travel** - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Investigator travel to court and partner law enforcement agencies	Ramsey County	Mileage and Parking	Miscellaneous costs for one year	\$250.00
<b>TOTAL</b>				<b>\$250.00</b>

**D. Equipment** - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
N/A		
<b>TOTAL</b>		<b>\$0.00</b>



**G. Consultants/Contracts** - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

**Consultant Fees:** For each consultant enter the name, if known; service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
N/A			
			<i>Subtotal</i> \$0.00

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
N/A			
			<i>Subtotal</i> \$0.00

**Contracts:** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
N/A	
<i>Subtotal</i> \$0.00	
<b>TOTAL</b> \$0.00	

**H. Other Costs** - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Administrative Costs 10% of Grant	See attached Budget Narrative	\$36,779.00
<b>TOTAL</b>		<b>\$36,779.00</b>

**I. Indirect Costs** - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
N/A		
<b>TOTAL</b>		<b>\$0.00</b>

**Budget Summary-** When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	<u>\$278,034.00</u>
B. Fringe Benefits	<u>\$28,218.00</u>
C. Travel	<u>\$250.00</u>
D. Equipment	<u>\$0.00</u>
E. Supplies	<u>\$24,518.00</u>
F. Construction	<u>\$0.00</u>
G. Consultants/Contracts	<u>\$0.00</u>
H. Other	<u>\$36,779.00</u>
<b>Total Direct Costs</b>	<u>\$367,799.00</u>
I. Indirect Costs	<u>\$0.00</u>
<b>TOTAL PROJECT COSTS</b>	<u>\$367,799.00</u>
Federal Request	<u>\$367,799.00</u>
Non-Federal Amount	<u>\$0.00</u>

## 2011 PROPOSAL FOR COLLABORATIVE USE OF JAG

## Program Narrative

Amount awarded: \$367,799

Distribution of Funds                      Grant Award

Ramsey County Sheriff	\$36,777
Ramsey County Corrections	\$36,776
Ramsey County Attorney	\$36,776
City of Maplewood	\$12,201
Saint Paul Police Department	\$245,269
<b>Total expenditures</b>	<b>\$367,799</b>

Ramsey County Sheriff's Office

The Ramsey County Sheriff's Office proposes utilizing its JAG allocation to fund overtime for the following types of proactive efforts:

- counter terrorism surveillance in detecting, identifying and preventing acts of violence against the United States by extremist groups;
- violent crime investigations, including a focus on gangs and narcotics trafficking;
- concentrated enforcement and surveillance activities aimed at career criminal and sexual offenders; and
- warrant sweeps that target the most violent offenders

Oftentimes, larger scale investigations and surveillance activities that incur overtime are the first areas of cutbacks in difficult budgetary times. This funding will insure that critical investigative

activity can continue with an overall goal of preventing crime before it occurs and keeping violent crime at its lowest possible levels.

In addition, the Ramsey County Sheriff's Office plans to enhance officer safety by updating firearms and adding Tasers.

Proposed expenditure of funds

- Overtime - \$12,259

- Firearms - \$12,259

- Tasers - \$12,259

#### **Ramsey County Corrections Department**

Ramsey County Community Corrections will use the JAG funds to support a portion of the salary of a Community Corrections Aid in the Intake Unit of the Adult Courts Division. The aid position supports the overall work of the intake unit by performing a variety of duties: 1) performing criminal record checks; 2) determining the custodial status and length of stay in the local jail; 3) entering new case information into the automated data base; 4) conducting data integrity operations; 5) gathering information for the probation officer assigned to a particular case.

The Intake unit serves as the point of entry for all referrals of adult offenders to the Adult Courts Division for any service. This position assists the unit in achieving two of its core goals:

- a) Improving the speed and accuracy of post-Court case assignment; and
- b) Providing timely and accurate information to the Court regarding in-custody probation Violation matters.

Both goals are critical to public safety: the first relates to supervision of those offenders released to the community; the second relates to appropriate Court response to in-custody supervision violators.

Proposed expenditure of funds – Salary and fringe benefits - \$36,776

**Ramsey County Attorney's Office**

The Ramsey County Attorney's Office in cooperation with the Ramsey County Courts has initiated ongoing meetings with criminal justice representatives to deal with the issues surrounding cases involving guns, gangs, and violent crimes. The Ramsey County Attorney's Office is the chief prosecuting agency for all of Ramsey County including the cities of Maplewood, Roseville, and the City of St. Paul. One of the key issues identified was the need for the court to have more complete information on defendants prior to decisions on bail and sentencing. Law enforcement officers are in possession of necessary and useful information but are not usually present at court hearings. An investigator has been hired to work closely with Federal, State, and local law enforcement agencies to insure full access to essential information from those agencies to special gang prosecutors and all other adult and juvenile prosecutors. Contact with courts and agencies from other states are also necessary to insure that complete and timely information is available to our prosecutors and our courts.

Proposed expenditures:	\$ 36,526 salaries and fringe benefits
	\$ <u>250</u> mileage and parking
	\$ 36,776 total

**Maplewood Police Department**

The City of Maplewood Police Department will allocate its portion of the JAG funding towards reducing crime in targeted areas. The Maplewood Police Department will conduct hot spot analysis that will enable the department to determine areas that have a high and concentrated amount of crime. The effort of the JAG funding is to eliminate crime in the targeted areas instead of displacing it. The hot spot crime reduction will involve additional officers on duty to create a presence that will prevent crime from occurring as well as charging offenders aggressively. The hot spot crime reduction strategy will be implemented because the presence of law enforcement officers is sufficient deterrent not only to specific crimes that the department is trying to reduce, but lesser 'quality of life' crimes that also arise. The JAG funding will be used for officer overtime.

Proposed expenditure of funds – Overtime - \$12,201

**Saint Paul Police Department**

The Saint Paul Police Department will use a portion of the JAG to support the following activities as needed on an overtime basis:

**Focusing Our Resources On Community Empowerment (F.O.R.C.E.) Unit:**

The Saint Paul Police Department recognizes the negative and pervasive influence that drugs and narcotics have on the quality of life in our community. The department also recognizes that drug use and related activities are a social phenomenon that requires a coordinated response between police officers, residents, and the combined resources of the City of Saint Paul. The FORCE Unit is designed to combine resources in an effort to

attack the scourge of drug use through a variety of strategies. F.O.R.C.E. Unit has found through unit investigations that suspects in street level narcotics investigations are very mobile, involved in other criminal activity and often create problem properties where they conduct their illegal activities. There is a strong need to address problem properties and behavior through the use of jump-out details, agent buy operations, knock and talk details and search warrants. Additional emphasis needs to be directed toward block club meetings, administrative follow-up, cooperating agency meetings and educational presentations. High crime areas will be defined by F.O.R.C.E. based on numbers of resident complaints, concentration of problem property cases, computerized mapping and intelligence information generated by patrol officers and informants.

*Anticipated Goals/Outcome:* Address crime hot spots citywide, to reduce street level narcotics activity, associated crimes, and problem properties in the target areas.

Overtime funding will strengthen the F.O.R.C.E. Unit's specialized approach to intervening hot spots by permitting more time for coordination with neighborhood service area supervisors, district council neighborhood crime prevention coordinator and relevant city services such as code enforcement, fire inspections, and licensing. An increase in arrests, drug seizures, and prosecutions will be seen as well as an increase in the quality of life for residents of the city.

#### **Gun Issues - Possession and Discharge of Firearms:**

Trained officers retrieve illegal guns as well as document guns that have been confiscated by utilizing gun suppression techniques.

Anticipated Goals/Outcome: Reduce the level of intentional discharge of firearms by intervening with violent offenders with a documented history of gun violence. Gathering and sharing of intelligence data, training on gun interdiction techniques and use of technology to improve communications between department resources, and law enforcement agencies to accomplish outcome.

**Narcotics/Special Investigation Unit (S.I.U)/Gang Unit:**

Saint Paul and its adjoining suburban communities contained within Ramsey and Dakota Counties has experienced a large impact from the burgeoning methamphetamine problem. Prior to 1998, St. Paul drug seizures were comprised largely of cocaine and marijuana with a representation of other illegal drugs including methamphetamine. Beginning in 1998, methamphetamine seizures quickly outpaced other drug seizures by a margin of almost 2 to 1. Saint Paul's west side community is becoming known as source city for methamphetamine. Highly financed criminal organizations importing from Mexico, using mostly methamphetamine distributors locally, blend into the illegal activities and avoid prosecution. The majority of the methamphetamine coming into Saint Paul and the Saint Paul suburban community originates from labs in California and Mexico.

In addition, the City of Saint Paul will use these grant funds to supplement the work of the department's gang unit.

Anticipated Goals/Outcome: Overtime availability will allow officers to more thoroughly pursue investigations related to the west side methamphetamine market resulting in an increase in drug seizures and arrest.

Use of the funds for the gang unit will result in more arrests, seizures, and prosecutions.

**Neighborhood Service Area (NSA)/Beat Officers:**

Neighborhood policing identifies with geographic areas within each district, which are referred to as Neighborhood Service Areas (NSA) and beat assignments. NSAs and beat areas incorporate well-defined neighborhoods within Saint Paul into police service areas. Neighborhood policing brings residents, business owners, and the police officers closer together to work on common issues that affect the quality of life and the public safety in that neighborhood. Officers identify crime problems and take proactive measures to solve public safety related issues with community support and assistance.

Anticipated Goals/Outcome: The program will focus overtime hours on a proactive approach to solving problems identified by officers working in collaboration with district councils, and both the business and community groups. Issues to address include drug dealing, disorderly people, drunks, pickpockets and problem properties that impact quality of life issues. In addition, those problems identified will be assigned to an officer who will be responsible for the action and outcome. Further attention will be focused on multi-housing areas. A decrease in crime in these areas is expected as well as an increase in quality of life.

**Park and Recreation Center Details:**

Saint Paul recreation centers provide residents with a place in their neighborhood to learn and have fun, and also serve as the community's gathering spot - the focus of Saint Paul's famously strong neighborhoods. The over 1.5 million annual visits attest to their effectiveness in meeting those needs. Both Saint Paul police officers and police security rangers are involved in maintaining a safe environment for the parks.

Anticipated Goals/Outcome: To provide a safe environment in the City of Saint Paul's parks to allow children to play and learn. Police officers can work in the parks as mentors and youth workers allowing children to have the opportunity to enjoy activities and to see police officers in roles outside that of the traditional police officer. Officers will also develop longer standing relationships with youth and park staff preventing problems from occurring or reoccurring at the recreation centers.

**Vice and Prostitution Details:**

Street Prostitution in the city continues to be a problem in certain areas. The department is committed to address the issue.

Anticipated Goals/Outcome: The Vice Unit will strategically schedule police officers from within the department to participate in enhanced prostitution suppression activities without deleting their ability to contribute to meeting the goals of their own organizational units as well as keeping the neighborhoods of Saint Paul free from street level criminal activity.

**Truancy/Curfew:**

To find solutions for increased truancy and curfew violations in Saint Paul and its surrounding suburbs, the Ramsey County Truancy and Curfew Center (RCTCC) was established in 1994. A representative from the Saint Paul Police Department is on the executive committee that oversees and coordinates the collaborative work of the RCTCC. School Resource Officers perform these duties after school hours.

Anticipated Goals/Outcome: Truancy officers will be assigned during peak school hours. Curfew sweeps will be performed several times per month. Curfew/Truancy violators will be stopped and tagged so there is a decrease in school age youth present during school times and times after curfew.

Proposed use of funds - Overtime \$208,490

**Administrative Funds** - also included in Budget Narrative Section Attachment 2

The Saint Paul Police Department will use approximately 10% of the 2010 JAG to offset costs associated with administering JAG funds.

The City of Saint Paul Police Department will utilize the administrative portion of the JAG funds to assist in distributing the funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance for any sub-recipients of the funds.

The Saint Paul Police Department is a full-service police department with the infrastructure, experience, technical expertise and commitment to implement this collaborative project. This infrastructure includes financial management and reporting by the accounting unit which provides planning and budget support to the divisions as well as fiscal management of department functions. This unit is also responsible for the coordination of the annual operating budget, grant accounting, supervision of internal expenditures and internal controls including fund audits. Submitting financial reports and providing on-going financial assistance during the grant period are handled by the Accounting Technician and the costs total \$6,288 for the salary and fringe benefits ( $\$1,572 \text{ each year} \times 4 \text{ years} = \$6,288$ ). Providing ongoing assistance during the grant are the responsibility of a Clerk Typist IV and this amounts to \$6,448 for the salary and fringe benefits ( $\$1,612 \times 4 \text{ years} = \$6,448$ ).

The payroll unit is responsible for paying approximately 800 employees and records. The unit also records and updates vacation time, sick time, holiday pay, overtime, and maintains medical record files. Providing on-going payroll assistance during the grant period are the job of the Payroll Supervisor and the total cost is \$10,595 for the salary and fringe benefits ( $\$2,649.75 \times 4 \text{ years} = \$10,595$ ).

Monitoring the award, and providing on-going assistance during the grant period is handled by the Research and Grants Manager and has a total cost for the salary and fringe benefits of \$13,448 ( $\$3,362 \times 4 \text{ years} = \$13,448$ ).

The department is committed to serving the community and is organized in such a manner as to be more responsive to the community we serve.

Proposed use of funds for administrative costs - \$36,779

The above programs would not be available with the assistance of the JAG funds. We believe that these funds play a significant role in fighting crime in our jurisdiction. Specifically, our application of "hot spot" enforcement, which has been proven effective, with these funds has been key to our low crime rate.

**2011 JAG Grant****Budget Narrative****A. Personnel**

Personnel costs will be split amongst each of the jurisdictions: The City of Saint Paul, Ramsey County, and the City of Maplewood.

The Ramsey County Sheriff's Office will allocate JAG funds towards overtime. The initiatives undertaken will include gang identification efforts, warrant sweeps that target the most violent offenders, and concentrated enforcement and surveillance activities aimed at repeat offenders. The funds will pay for 224 hours of overtime at a rate of \$54.727 per hour. The total amount to be used is \$12,259.

The Ramsey County Attorney's Office will use JAG funds to hire an investigator to work closely with federal, state, and local law enforcement agencies to insure full access to essential information from these agencies to special gang prosecutors and all other adult and juvenile prosecutors. This will meet one of the greatest needs of the Ramsey County Court System by having more complete information on defendants prior to decisions on bail and sentencing. The investigator will be paid \$32.96 per hour. The total funding used will be \$36,526.

The Ramsey County Corrections Department will partially fund one community corrections aide in the Intake Unit of the Adult Courts Division. This position is tasked with improving the speed and accuracy of post-court case assignment and providing timely and accurate information to the court regarding in-custody probation violation matters. The hourly rate is \$37.07 and the total funding for this position is \$36,776.

The City of Maplewood will allot the funds provided through JAG to combat gang violence and narcotics activity. The funding will not provide the entirety of the salary, but will

help defray the costs of officers being assigned to each of these duties. The officers will be assigned to the Metro Gang Strike Force and the East Metro Narcotics Task Force, which are multi-jurisdictional units that combine the efforts and intelligence of several local agencies. Officers will be paid \$32.39 per hour and the total funding for these positions is \$12,201.

The Saint Paul Police Department will use a portion of the JAG funding to support overtime activities. These activities include F.O.R.C.E. (Focusing Our Resources on Community Empowerment) Unit, Gun issues including possession and discharge of firearms, our Narcotics/Special Investigations Unit/Minnesota Gang Strike Force, Neighborhood Service Area/Beat Officers, Park and Recreation Center details, Vice and Prostitution details, and also Truancy/Curfew details. The officers will be paid \$45.65 per hour for the 3,949 overtime hours and the total allocated is \$180,272.

**B. Fringe Benefits**

Fringe benefits will be made available to the Saint Paul Police Department officers that are working overtime on the above outlined details. The Saint Paul Police Department officers will be provided overtime benefits at 15.65% (PERA and Medicare). With \$180,272 in overtime (3949 OT hours \* \$45.65) the benefit total will be \$28,218 ( $\$180,272 * 15.65\%$ ).

**C. Travel**

Ramsey County has a total cost of \$250 for travel expenses. The expenses will cover mileage costs and parking fees so that the County Attorney Investigator may travel to Ramsey County Law Enforcement agencies throughout the county, to headquarters, and also to the Ramsey County Courthouse in downtown Saint Paul.

**D. Equipment**

None.

**E. Supplies**

The Ramsey County Sheriff's Office will be purchasing two sets of supplies. The first is Taser equipment with a total cost of \$12,259. A Taser costs \$1,021.58 each and there will be 12 Tasers purchased. The second is Firearms equipment with a total cost of \$12,259. A firearm has a cost of \$510.79 and there will be 24 purchased.

**F. Construction**

None.

**G. Consultants / Contracts**

None.

**H. Other Costs**

The Saint Paul Police Department will also cover administrative funds for the grant, which total 10% of the grant's total funding.

- The administrative funds will pay \$1,572 each year for four years for the salary and benefits for an Accounting Technician for a total of \$6,288.
- The grant will pay \$1,612 each year for 4 years of the salary and benefits of a Clerk Typist IV and totaling \$6,448.
- The JAG funding will provide the salary and benefits for a Payroll Supervisor for four years ( $\$2,649.75 \times 4 \text{ years} = \$10,595$ ).
- The administrative costs will include the salary and benefits for the Research and Grants Manager ( $\$3,362 \times 4 \text{ years} = \$13,448$ ).

In total, the four positions amount to  $\$6,288 + \$6,448 + \$10,595 + \$13,448 = \$36,779$ .

**I. Indirect Costs**

None.

## 2011 PROPOSAL FOR COLLABORATIVE USE OF JAG

## Program Narrative

**Amount awarded:** \$367,799

Distribution of Funds                      Grant Award

Ramsey County Sheriff	\$36,777
Ramsey County Corrections	\$36,776
Ramsey County Attorney	\$36,776
City of Maplewood	\$12,201
Saint Paul Police Department	\$245,269
<b>Total expenditures</b>	<b>\$367,799</b>

**Ramsey County Sheriff's Office**

The Ramsey County Sheriff's Office proposes utilizing its JAG allocation to fund overtime for the following types of proactive efforts:

- counter terrorism surveillance in detecting, identifying and preventing acts of violence against the United States by extremist groups;
- violent crime investigations, including a focus on gangs and narcotics trafficking;
- concentrated enforcement and surveillance activities aimed at career criminal and sexual offenders; and
- warrant sweeps that target the most violent offenders

Oftentimes, larger scale investigations and surveillance activities that incur overtime are the first areas of cutbacks in difficult budgetary times. This funding will insure that critical investigative

activity can continue with an overall goal of preventing crime before it occurs and keeping violent crime at its lowest possible levels.

In addition, the Ramsey County Sheriff's Office plans to enhance officer safety by updating firearms and adding Tasers.

Proposed expenditure of funds

- Overtime - \$12,259

- Firearms - \$12,259

- Tasers - \$12,259

#### **Ramsey County Corrections Department**

Ramsey County Community Corrections will use the JAG funds to support a portion of the salary of a Community Corrections Aid in the Intake Unit of the Adult Courts Division. The aid position supports the overall work of the intake unit by performing a variety of duties: 1) performing criminal record checks; 2) determining the custodial status and length of stay in the local jail; 3) entering new case information into the automated data base; 4) conducting data integrity operations; 5) gathering information for the probation officer assigned to a particular case.

The Intake unit serves as the point of entry for all referrals of adult offenders to the Adult Courts Division for any service. This position assists the unit in achieving two of its core goals:

- a) Improving the speed and accuracy of post-Court case assignment; and
- b) Providing timely and accurate information to the Court regarding in-custody probation Violation matters.

Both goals are critical to public safety: the first relates to supervision of those offenders released to the community; the second relates to appropriate Court response to in-custody supervision violators.

Proposed expenditure of funds – Salary and fringe benefits - \$36,776

### Ramsey County Attorney's Office

The Ramsey County Attorney's Office in cooperation with the Ramsey County Courts has initiated ongoing meetings with criminal justice representatives to deal with the issues surrounding cases involving guns, gangs, and violent crimes. The Ramsey County Attorney's Office is the chief prosecuting agency for all of Ramsey County including the cities of Maplewood, Roseville, and the City of St. Paul. One of the key issues identified was the need for the court to have more complete information on defendants prior to decisions on bail and sentencing. Law enforcement officers are in possession of necessary and useful information but are not usually present at court hearings. An investigator has been hired to work closely with Federal, State, and local law enforcement agencies to insure full access to essential information from those agencies to special gang prosecutors and all other adult and juvenile prosecutors. Contact with courts and agencies from other states are also necessary to insure that complete and timely information is available to our prosecutors and our courts.

Proposed expenditures:	\$ 36,526 salaries and fringe benefits
	\$ <u>250</u> mileage and parking
	\$ 36,776 total

**Maplewood Police Department**

The City of Maplewood Police Department will allocate its portion of the JAG funding towards reducing crime in targeted areas. The Maplewood Police Department will conduct hot spot analysis that will enable the department to determine areas that have a high and concentrated amount of crime. The effort of the JAG funding is to eliminate crime in the targeted areas instead of displacing it. The hot spot crime reduction will involve additional officers on duty to create a presence that will prevent crime from occurring as well as charging offenders aggressively. The hot spot crime reduction strategy will be implemented because the presence of law enforcement officers is sufficient deterrent not only to specific crimes that the department is trying to reduce, but lesser 'quality of life' crimes that also arise. The JAG funding will be used for officer overtime.

Proposed expenditure of funds – Overtime - \$12,201

**Saint Paul Police Department**

The Saint Paul Police Department will use a portion of the JAG to support the following activities as needed on an overtime basis:

**Focusing Our Resources On Community Empowerment (F.O.R.C.E.) Unit:**

The Saint Paul Police Department recognizes the negative and pervasive influence that drugs and narcotics have on the quality of life in our community. The department also recognizes that drug use and related activities are a social phenomenon that requires a coordinated response between police officers, residents, and the combined resources of the City of Saint Paul. The FORCE Unit is designed to combine resources in an effort to

**THE STATE OF MINNESOTA**

**KNOW ALL BY THESE PRESENT**

**COUNTY OF RAMSEY**

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SAINT PAUL, MAPLEWOOD, AND  
THE COUNTY OF RAMSEY, MINNESOTA**

**2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 9th day of June, 2011, by and between the CITY of SAINT PAUL and CITY OF MAPLEWOOD, acting by and through their governing bodies, their City Councils, hereinafter referred to respectively as Saint Paul and Maplewood and the COUNTY OF RAMSEY, acting by and through its governing body, the Commissioners of the County, hereinafter referred to as Ramsey, all of Ramsey County, State of Minnesota, witnesseth:

**WHEREAS**, this Agreement is made under the authority of the provision of Minnesota Statutes Section 471.59, the Joint Powers Act; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, the City of Saint Paul agrees to provide the City of Maplewood \$12,201 and Ramsey County \$110,329 from the JAG award for the Collaborative JAG Program; and

**WHEREAS**, all parties believe it to be in their best interests to reallocate the JAG funds.

**GMS APPLICATION NUMBER 2011-H3628-MN-DJ**

**NOW THEREFORE, the City of Saint Paul, the City of Maplewood, and Ramsey County agree as follows:**

**Section 1.**

Saint Paul agrees to pay Maplewood and Ramsey a total of \$122,530 of JAG funds as outlined above.

**Section 2.**

Maplewood and Ramsey agrees to use \$119,565 for the Collaborative JAG Program until September 30, 2015.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against Maplewood and Ramsey other than claims for which liability may be imposed by the Minnesota Tort Claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against Saint Paul other than claims for which liability may be imposed by the Minnesota Tort Claims Act.

**Section 5.**

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any party not a signatory to the Agreement to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**GMS APPLICATION NUMBER - 2011-H3628-MN-DJ**

**CITY OF SAINT PAUL, RAMSEY COUNTY, MINNESOTA**

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Saint Paul City Attorney

\_\_\_\_\_  
Saint Paul Mayor

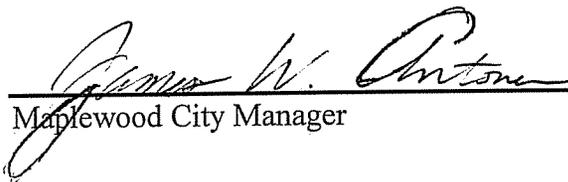
\_\_\_\_\_  
Finance Director

**GMS APPLICATION NUMBER**  
**RAMSEY COUNTY, MINNESOTA**

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Manager  
Ramsey County

**GMS APPLICATION NUMBER**  
City of Maplewood, Ramsey County, Minnesota

  
Maplewood City Manager

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SAINT PAUL POLICE DEPARTMENT  
 2011 JUSTICE ASSISTANCE GRANT  
 10/1/2010-9/30/2014  
 436-34262-3099  
 2011-DJ-BX-3216

BUDGET CATEGORY	REPORTED		REPORTED		REPORTED		REPORTED		REPORTED		BALANCE 9/30/14					
	GRANT BUDGET	10/1-12/31/11	BALANCE 12/31/11	1/1- 3/31/12	4/1- 6/30/12	7/1-9/30/12	10/1- 12/31/12	BALANCE 12/31/12	1/1- 3/31/13	4/1- 6/30/13		7/1- 9/30/13	10/1- 12/31/13	BALANCE 12/31/13	1/1-3/31/14	4/1-6/30/14
Personnel	12,201.00	0.00	12,201.00	0.00	0.00	0.00	0.00	12,201.00	0.00	0.00	0.00	12,201.00	0.00	0.00	0.00	12,201.00
Officer Overtime (32.39 per hour)	12,201.00	0.00	12,201.00	0.00	0.00	0.00	0.00	12,201.00	0.00	0.00	0.00	12,201.00	0.00	0.00	0.00	12,201.00
<b>TOTAL</b>	<b>12,201.00</b>	<b>0.00</b>	<b>12,201.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,201.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,201.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,201.00</b>

ACCUMULATED EXPENDITURES FOR YEAR  
 12,201.00

REMAINING GRANT FUNDS  
 0.00

12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00 12,201.00

## AGENDA REPORT

**TO:** James Antonen, City Manager  
**FROM:** Chuck Ahl, Director of Public Works  
 Scott Schultz, Fleet Superintendent  
**SUBJECT:** **Approve Purchase of Sanitary Sewer Jet Truck**  
**DATE:** November 28<sup>th</sup>, 2011

### INTRODUCTION

The 2012 capital outlay budget includes funding for the replacement of the Sanitary Sewer Jet truck. Council approval is needed to move forward with this purchase.

### BACKGROUND

The current 1996 Jet truck is in need of replacement. This unit is the primary piece of equipment used by the Sanitary Sewer Division for the maintenance of the City's 155 miles of sanitary sewer. The Jet truck is on the streets cleaning pipes four out of five days a week from April through October annually. This is also the truck that is used for emergency response to open blockages in the sanitary sewer mains. Repair costs are greatly increasing on the current truck and its reliability is questionable. This piece of equipment's replacement is based on engine hours rather than odometer miles. The current Jet truck has 7,564 engine hours. That equates to having 264,740 miles driven on the engine, which is approximately 174,740 miles higher than the life of a similar truck in the fleet.

### BUDGET

The 2012 capital improvement plan has \$185,000.00 budgeted under CIP PW11.020 for the replacement of the unit described above. Staff is requesting that a purchase order be placed in 2011 to avoid 2012 price increases. Following are the costs for the replacements including trade in of old unit (\$15,000.00), sales tax, training and delivery:

Mack GU712 Single Axle Chassis	\$100,582.53
Sreco HV2000TM/T/P Jet unit	\$86,019.41
<b>Total cost</b>	<b>\$186,601.94</b>

This is \$1,601.94 above the estimated expenditure identified in the Fleet Management fund. The account has sufficient funds to cover this small increase.

### RECOMMENDATION

It is recommended that the city council give approval to enter into contracts with the following vendors for these purchases under MN State Contract in an amount of \$186,601.94:

Nuss Truck & Equipment	2012 Mack GU812 chassis	MN State Contract #31631
Flexible Pipe Equipment	Sreco HV2000TMTP Jet Unit	MN State Contract #444492

Attachments:

1. Quote/Specs from Nuss Truck and Equipment
2. Quote/Specs from Flexible Pipe Equipment

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PRICING PAGE

330-111

16 May 11

VENDOR NAME NUSS TRUCK EQUIPMENT

MAKE AND MODEL MACK GU712

This section for use when ordering	
WB	172"
CA	84" CA
AF	62"
Cab Color	SCHOOL BUS YELLOW
Wheel Color	WHITE
<b>Grand Total \$ 94,112.31</b>	

Spec #	Description	Qty	Price	Subtotal
<b>1.0</b>	<b>Price for base unit:</b>	1	\$ 76,077.00	\$ 76,077.00
<b>1.1</b>	<b>Upcharge for 2013 Model Year - Base &amp; Options</b>		2.25%	\$ -
2.4	Frame fastener option ( huck spun)	1	\$ 0.01	\$ 0.01
2.10	2,4700,00 20.6 120,000 87 - 129 CA	1	\$ 292.00	\$ 292.00
3.1	Set forward front axle option	1	\$ 0.01	\$ 0.01
3.3	12,000 front axle and matching suspension	1	\$ 0.01	\$ 0.01
3.8	Heavy duty front axle shocks	1	\$ 0.01	\$ 0.01
3.13	Front brake dust shields	1	\$ 16.00	\$ 16.00
4.9	23,000# driver differential locking rear axle and matching suspension	1	\$ 410.00	\$ 410.00
4.20	½ round universal joints	1	\$ 0.01	\$ 0.01
4.25	Rear brake dust shield	1	\$ 16.00	\$ 16.00
4.32	Helper springs	1	\$ 120.00	\$ 120.00
6.1	Nylon wafers or wheel guards on all wheels (6 ea)	1	\$ 26.00	\$ 26.00
6.23	12R 22.5 H front tires	1	\$ 209.00	\$ 209.00
6.24	12R 22.5 H rear tires	1	\$ 734.00	\$ 734.00
7.1	Wabco System Saver 1200 E heated air dryer	1	\$ 0.01	\$ 0.01
7.2	Manual cable drain valves on air tanks	1	\$ 15.00	\$ 15.00
7.4	Auto drain valves on air tanks		\$ 26.00	\$ -
7.5	MGM type TR-T rear brake chambers	1	\$ 29.00	\$ 29.00
7.6	S.S. pins on slack adjuster yoke (2 ea per yoke) For all air brake chambers	1	\$ 22.00	\$ 22.00
8.5	Mack MP7-325M, 325 HP @ 1500 - 1900 RPM, 1200 LB FT Max Torque @ 1100 - 1300 RPM	1	\$ 0.01	\$ 0.01
8.14	Clear Back of Cab - DPF & SCR Frame Mounted , RH Side under Cab	1	\$ 1,225.00	\$ 1,225.00
8.18	Single (R/S) Vertical Straight Exhaust Stack Turned Out	1	\$ 0.01	\$ 0.01
8.58	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank	1	\$ 269.00	\$ 269.00
9.3	Delco 24 SI Alternator, 130 AMP	1	\$ 0.01	\$ 0.01
9.12	Coolant spin on filter/conditioner	1	\$ 18.00	\$ 18.00
9.14	Air applied fan drive, Borg Warner Cool Logic Fan	1	\$ 0.01	\$ 0.01
9.17	Radiator hose package (Silicone) per Spec 12.2	1	\$ 25.00	\$ 25.00

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Spec #	Description	Qty	Price	Subtotal
9.18	Curved exhaust pipe end	1	\$ 0.01	\$ 0.01
9.24	Radiator bug screen	1	\$ 0.01	\$ 0.01
9.26	Extended life anti-freeze	1	\$ 16.00	\$ 16.00
9.40	Racor fuel filter 1000 FH, 12V electrical heater with Mack integral fuel-water separator	1	\$ 283.00	\$ 283.00
10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ 336.00	\$ 336.00
10.9	Allison 4500-RDS 6 spd, push button, PTO	1	\$ 11,170.00	\$ 11,170.00
10.50	Transmission oil cooler	1	\$ 291.00	\$ 291.00
10.53	Allison shift to neutral when park brake engaged	1	\$ 79.00	\$ 79.00
<b>11.0</b>	<b>ELECTRICAL OPTIONS:</b>			
11.1	Resettable circuit breaker electrical protection	1	\$ 0.01	\$ 0.01
11.2	Automatic reset circuit breakers - Some	1	\$ 0.01	\$ 0.01
11.4	Circuit box under hood or end of frame, each	1	\$ 0.01	\$ 0.01
11.6	Remote jump start terminals	1	\$ 94.00	\$ 94.00
11.8	OEM daytime running lights	1	\$ 26.00	\$ 26.00
11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries	1	\$ 0.01	\$ 0.01
11.20	RH/LH led work light on both side of truck	1	\$ 102.00	\$ 102.00
11.24	Body Link w/o cab floor pass thru hole/rubber boot	1	\$ 0.01	\$ 0.01
11.28	Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1- 5A battery, & 1-20A battery	1	\$ 41.00	\$ 41.00
11.31	Ecco back-up alarm 575 constant sound level	1	\$ 68.00	\$ 68.00
12.4	Fender mirrors per Spec 12.4	1	\$ 108.00	\$ 108.00
12.13	Imron and clear coat paint option	1	\$ 123.00	\$ 123.00
12.15	Cab Air Ride Suspension	1	\$ 0.01	\$ 0.01
12.16	Tilting hood per Spec 12.8	1	\$ 0.01	\$ 0.01
12.20	Cab visor, external, painted to match cab color	1	\$ 131.00	\$ 131.00
12.21	Front fender extensions	1	\$ 95.00	\$ 95.00
12.28	Front tow hooks	1	\$ 0.01	\$ 0.01
12.29	Rear tow hooks	1	\$ 20.00	\$ 20.00
12.34	Bright finish hood intake	1	\$ 14.00	\$ 14.00
12.35	Bright finish bars with surround grille	1	\$ 87.00	\$ 87.00
12.39	Led type marker & clearance lights	1	\$ 69.00	\$ 69.00
13.2D	Slate Gray Color with brushed metallic instrument panel	1	\$ 859.00	\$ 859.00
13.6	O.E.M factory installed, AM/FM/CD with weatherband	1	\$ 199.00	\$ 199.00
13.8	O.E.M factory installed, air conditioning	1	\$ 0.01	\$ 0.01
13.9	Cab mounted non-resettable hour meter	1	\$ 0.01	\$ 0.01
13.10	Dash mounted air cleaner air restriction gauge	1	\$ 0.01	\$ 0.01
13.12	Transmission temp gauges	1	\$ 0.01	\$ 0.01
13.15	Transmission oil sensor (check & fill) Allison only	1	\$ 0.01	\$ 0.01
13.17	Tilt & telescope steering wheel	1	\$ 0.01	\$ 0.01
13.19	Self canceling turn signals	1	\$ 67.00	\$ 67.00
13.24	National 2000 hi-back air driver seat - single chamber air lumbar, 2 position front cushion adjustable	1	\$ 96.00	\$ 96.00
13.36	Inboard mounted driver arm rest	1	\$ 0.01	\$ 0.01
13.38	Cloth with vinyl driver & rider seat	1	\$ 0.01	\$ 0.01
13.39	Driver seat dust cover	1	\$ 0.01	\$ 0.01
13.44	Diagonal grab handle on inside of driver door	1	\$ 26.00	\$ 26.00

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Spec #	Description	Qty	Price	Subtotal
13.45	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guarddog routine maintenance monitoring	1	\$ 0.01	\$ 0.01
13.49	5lb fire extinguisher between LH seat base and door with valve aimed rearward	1	\$ 52.00	\$ 52.00
13.50	Reflector kit parallel to inside of rider base seat	1	\$ 40.00	\$ 40.00
13.56	Dual multiband antenna	1	\$ 29.00	\$ 29.00
13.62	Exhaust pyrometer, transmission oil temperature, manifold pressure and air application gauge	1	\$ 64.00	\$ 64.00
13.65	Light & buzzer for seat belt	1	\$ 24.00	\$ 24.00
14.1	Manufacture Warranty Term - Chassis - 12 months or 100,000 miles, Engine - 24 months or 250,000 miles	1	\$ 0.01	\$ 0.01
				<b>\$ 94,112.31</b>

Total Unit Cost:

# FLEXIBLE PIPE TOOL COMPANY

Sewer Cleaning and Inspection Equipment  
30577 Pearl Drive  
St Joseph, Minnesota 56374

800-450-6969

**DATE:** November 17, 2011

**TO:** Scott Schultz  
City of Maplewood  
1902 E County Road B  
Maplewood, MN 55109

**FROM:** Bob Guggenberger

**WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION.** All prices are subject to immediate acceptance. Clerical errors are subject to correction. All agreements are contingent upon fires, accidents, labor difficulties, and causes beyond our reasonable control. No statement, contract, or order binding on the Company unless made or approved on behalf of the Company by one of its officers.

One (1) **Sreco HV2000TM/T/P High Pressure Sewer Flushing Machine** including all standard equipment and the following options. Pricing is per Minnesota State Contract #444492.

1.0	Price for base unit	\$ 66,310.00
2.2	Cold weather recirculation	standard
2.3	Air purge system	standard
2.4	FMC water pump, 65 GPM @ 2000 PSI	1,525.00
2.8	Oil drain hose	76.00
3.3	Automatic level wind	1,626.00
3.4	Footage counter on level wind	296.00
3.8	800' sewer hose installed	700.00
4.1	Rear center mounted fill connection	standard
4.2	Wash down gun with ½" x 25' hose	standard
4.3	Screen between water tank and water pump	standard
4.4	Water level sight tube (mtd near operator's station)	standard
4.5	Low water warning light	standard
4.6	Dual fill system	standard
4.7	Poly water tank	standard
4.8	1500 gallon water capacity	standard
4.11	Retractable wash down hose reel	458.00
4.12	Water inches gauge, 4"	312.00
5.1	Steel tool boxes and skirting	standard
5.2	Stainless steel hinges	standard
5.4	Upgrade tool boxes and skirting to stainless steel	4,269.00
6.1	Tachometer	standard
6.2	Voltage meter	standard
6.3	Engine temperature gauge	standard
6.4	Engine oil pressure gauge	standard
6.5	Water pressure gauge	standard
6.6	Hydraulic pressure gauge	standard
6.7	Separate reel speed control	standard
6.8	Leader hose, 1" x 12'	standard
6.9	Tiger tail with rope	standard
6.10	Nozzle extension	standard
6.11	Choice of (2) radial nozzles	standard
6.12	Fill hose, 2 ½" x 25'	standard

6.13	Emergency reel crank	standard
6.15	Hour meter, water pump	254.00
6.17	Recessed control panel	457.00
6.18	Neutral indicator light	347.00
6.23	Pump compartment light	84.00
6.24	Control panel light	84.00
6.25	Flood light	84.00
6.27	Spot light with retractable reel	151.00
6.29	LED strobe light (mtd on front of tank behind cab)	432.00
6.33	One (1) LED arrow stick (mtd on rear of unit)	864.00
6.34	Two (2) LED flashers (one mtd middle each side)	1,220.00
6.36	LED clearance and tail lights	255.00
6.37	Factory mounting	1,220.00
6.39	Aluminum rear door canopy	910.00
6.40	Paint color other than Sreco white	762.00
6.43	Roll up doors on sides of pump compartment	2,490.00
6.46	Metal shroud fully enclosing poly water tank	3,589.00
6.51	Stainless steel pump compartment floor	1,426.00
6.54	Pump compartment heater with thermostat	1,475.00
6.56	Gas struts on rear canopy door	164.00
6.60	Mud flaps	89.00
6.61	Dri Dek installed in tool boxes	305.00
6.62	900 CFM air blower installed	1,007.00
6.73	GR injection system	495.00
11.0	Delivery	1,750.00

State Contract subtotal for sewer jet body \$ 95,486.00

Deduct trade-in allowance for City's existing truck jet (15,000.00)

Minnesota Sales Tax (6.875%) 5,533.41

**Total \$ 86,019.41**

**By: Robert R Guggenberger**

**FLEXIBLE PIPE TOOL COMPANY**

**AGENDA REPORT**

**TO:** James Antonen, City Manager  
**FROM:** Chuck Ahl, Director of Public Works  
 Scott Schultz, Fleet Superintendent  
**SUBJECT:** **Approve Purchase of Tires for Front End Loader**  
**DATE:** November 28<sup>th</sup>, 2011

**INTRODUCTION**

The 2001 Front End Loader is in need of tire replacement. Council approval is needed to move forward with this purchase.

**BACKGROUND**

The 2001 Front End Loader is a primary piece of equipment used in street maintenance snow removal. The current tires have minimal tread left and can no longer perform efficiently and safely during normal snow removal operations.

**BUDGET**

The Fleet Management Fund can absorb this purchase. Following are the costs for the tire replacements:

Four SnoPlus Loader Tires including installation labor	\$10,169.00
<u>Sales Tax</u>	<u>\$695.40</u>
<b>Total cost</b>	<b>\$10,864.40</b>

**RECOMMENDATION**

It is recommended that the city council give approval to purchase four tires from Bauer Built Tire under MN State Contract #1100915 in an amount of \$10,864.40.

Attachments:

1. Quote/Specs from Bauer Built Tire



ESTIMATE #: 9539

PAGE: 1

ST. PAUL, MN 55104-1794

651/646-1239

CUSTOMER: MAPLEWOOD, CITY OF  
ATTN: FINANCE DEPT  
325631 1830 COUNTY RD B E  
MAPLEWOOD MN

SHIP TO: MAPLEWOOD, CITY OF-SHOP  
ATTN: DENNY  
1902 EAST CTY ROAD B  
MAPLEWOOD MN 55109-2883

55109-2702

WORK: 651/770-4500 0

SALESMAN: 18005

DUE: 11/14/11

ESTIMATE DATE: 11/14/11

PRODUCT	QUANTITY		PRICE	F.E.T.	EXTENSION
	SHIPPED	BACKORDERED			
205R25 X SNOPLUS M+S L2T TL*TG MI62408	4	0	2429.00		9716.00
TIRE MOUNT/DISMT EM 6803I	4	0	65.00		260.00
SERVICE CALL LABOR 6817	1.00	0.00	85.00		85.00
MILEAGE CHARGE 6818	32	0	2.00		64.00
25" O-RING 1157	4	0	11.00		44.00

MERCHANDISE: 9760.00  
LABOR: 409.00  
SALES TAX: 695.40  
ESTIMATE TOTAL: 10864.40

\*\*\*\*\*THIS IS NOT AN INVOICE\*\*\*\*\*  
\*\*\*\*\*DO NOT PAY FROM THIS FORM\*\*\*\*\*

Thank You for your business. Retorque lug nuts after 50-100 miles.

Payments are due and payable by the 15<sup>th</sup> day of the month. If payment is not received by the 15<sup>th</sup> day of the month a FINANCE CHARGE of 1 1/2% per month (ANNUAL PERCENTAGE RATE 18%) on the adjusted balance will be added. The adjusted balance is the previous balance less all payments and credits made since last billing date.

CUSTOMER SIGNATURE \_\_\_\_\_

PRINT \_\_\_\_\_

## MEMORANDUM

TO: James Antonen, City Manager  
FROM: Michael Martin, AICP, Planner  
Charles Ahl, Assistant City Manager  
**SUBJECT: Conditional Use Permit Review, T-Mobile Cellular Telephone  
Tower – Harmony Learning Center**  
LOCATION: 1961 County Road C East  
DATE: November 17, 2011

### INTRODUCTION

The conditional use permit (CUP) for the telecommunications monopole at 1961 County Road C East is due for review. The CUP is to operate a monopole on the site with a monopole and new ground equipment. (See the maps and the city council minutes attached to this report.)

### BACKGROUND

On December 14, 2009, the council approved the following for this site:

1. A conditional use permit (CUP) for a tower and related equipment at a school. Section 44-1321(b)(2)b of the city code requires a conditional use permit for communications towers located at a school
2. The tower design and site plan.

On December 13, 2010, the city council reviewed the CUP and agreed to review again in one year to ensure continued compliance.

### DISCUSSION

In July of this year, staff inspected the site and found the landscaping surrounding the tower site mostly dead. The applicant has since replaced all the required vegetation which is now healthy and meeting the conditions of approval. Staff recommends reviewing this permit again in one year to ensure the site continues to meet the conditions of approval and that the landscaping remains healthy.

### RECOMMENDATION

Review the conditional use permit for the telecommunications monopole at 1961 County Road C East again in one year.

P:\SEC2S\1961 Co Rd C\Monopole CUP\TMobile\_CUPReview\_112811 mm te

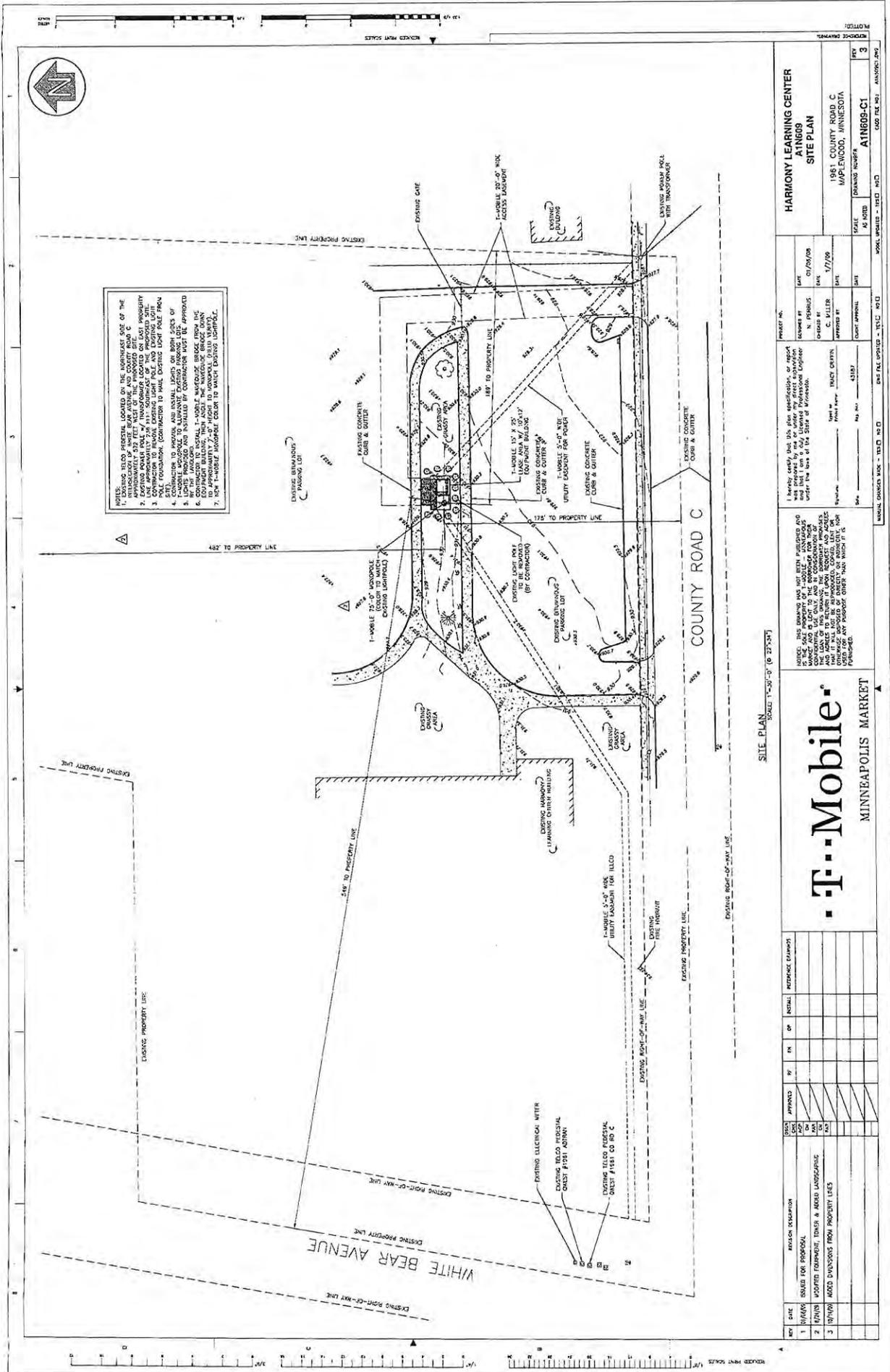
Attachments:

1. Location Map
2. Site Plan, dated October 14, 2009
3. December 14, 2009 CUP Conditions

# T-Mobile — Request for Conditional Use Permit and CDRB Review



Figure One — Location Map  
City of Maplewood  
April 8, 2009



**NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MINNEAPOLIS CITY CODE, CHAPTER 152.00, AND THE MINNEAPOLIS CITY CODE, CHAPTER 152.01.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MINNEAPOLIS CITY CODE, CHAPTER 152.02, AND THE MINNEAPOLIS CITY CODE, CHAPTER 152.03.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MINNEAPOLIS CITY CODE, CHAPTER 152.04, AND THE MINNEAPOLIS CITY CODE, CHAPTER 152.05.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MINNEAPOLIS CITY CODE, CHAPTER 152.06, AND THE MINNEAPOLIS CITY CODE, CHAPTER 152.07.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MINNEAPOLIS CITY CODE, CHAPTER 152.08, AND THE MINNEAPOLIS CITY CODE, CHAPTER 152.09.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MINNEAPOLIS CITY CODE, CHAPTER 152.10, AND THE MINNEAPOLIS CITY CODE, CHAPTER 152.11.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MINNEAPOLIS CITY CODE, CHAPTER 152.12, AND THE MINNEAPOLIS CITY CODE, CHAPTER 152.13.

**SITE PLAN**  
SCALE: 1"=30'-0" (© 2013)

**HARMONY LEARNING CENTER**  
**ATINGS**  
**SITE PLAN**

PROJECT NO.	DATE
ISSUED BY	DATE
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
SCALE	AS SHOWN
PROJECT NUMBER	ATINGS-C1
REV	3

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

DATE: 1/7/09  
BY: C. MILLER  
PROJECT NO.: 43387

**T-Mobile**  
MINNEAPOLIS MARKET

REV	DATE	DESCRIPTION	BY	CHKD	APPVED	IN	OF	TOTAL	REFERENCE (SHEET)
1	1/16/09	ISSUED FOR PERMITS							
2	1/21/09	MODIFIED EQUIPMENT, TOWER & MOBILE LANDSCAPING							
3	1/27/09	ADDED DIVISIONS FROM PROPERTY LINES							

**MINUTES**  
**MAPLEWOOD CITY COUNCIL**  
6:30 p.m., Monday, December 14, 2009  
Council Chambers, City Hall  
Meeting No. 24-09

**L. NEW BUSINESS**

1. **T-Mobile Tower – Conditional Use Permit And Design Review, 1961 County Road C (This item was heard out of order before L1. due to the request of Mayor Longrie)**

Councilmember Rossbach recused himself from the discussion due to a potential conflict of interest.

- a. Planner, Michael Martin gave the report and answered questions of the council.
- b. CDRB Boardmember, Mike Mireau, 1884 Ferndale Street, Maplewood gave the report from the CDRB.
- c. Attorney, Julie Perrus, Larkin, Hoffman, Daly & Lindgren, addressed and answered questions of the council.
- d. RF Engineer with T-Mobile, Thierry Colson addressed and answered questions of the council.
- e. Pat Conlin, FMHC Corporation addressed answered questions of the council.
- f. Linda Olson, 2005 County Road C East, Maplewood addressed and answered questions of the council.

Mayor Longrie opened the discussion to the public. The following person was heard.

1. Mark Jenkins, 830 New Century Boulevard South, Maplewood addressed the council.

Councilmember Nephew moved to approve the Conditional Use Permit and Design Review for T-Mobile Tower at 1961 County Road C. (With the exception that the fencing be an 8 foot non-chainlink fence and a couple different alternative fencing materials should be provided and brought to the CDRB for review. The material should be something that weathers better than cedar fencing. Also that if any landscaping or plantings that die they be replaced pursuant city policy and standards.

**CONDITIONAL USE PERMIT REVISION RESOLUTION 09-12-303**

WHEREAS, Amy Dresch, of FMHC Corporation and representing T-Mobile, applied for a conditional use permit to install a 75-foot-tall telecommunications tower and related equipment.

WHEREAS, this permit applies to 1961 County Road C East. The legal description is:

That part of the Southwest ¼ of Section 2, Township 29, Range 22, Ramsey County. More particularly described as: Beginning at the intersection of White Bear Avenue and the South link of Said Southwest 1/4; thence northerly on said center line 420.55 feet; thence east parallel with

said South line 311 feet; thence northerly parallel with said center line 140 feet; thence north 107.07 feet, thence east 391.55 feet to a point 658.95 feet north of said South line; thence to said South line at a point 200 feet west of said  $\frac{1}{4}$  corner; then West to the point of beginning.

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

1. On May 19, 2009, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave persons at the hearing a chance to speak and present written statements. The commission also considered reports and recommendations of the city staff. The planning commission tabled their review and directed the applicant to consider alternative locations for the proposed telecommunications tower.
2. On November 17, 2009, the planning commission continued their review of the proposed conditional use permit for a telecommunications tower and recommended that the city council approve this request.
3. On December 14, 2009, the city council discussed the proposed conditional use permit. They considered reports and recommendations from the planning commission and city staff.

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

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

Approval is subject to the following conditions:

1. All construction shall follow the site plan approved by the city. Community development staff may approve minor changes.
2. The proposed construction must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
3. The city council shall review this permit in one year.
4. This conditional use permit is conditioned upon T-Mobile allowing the collocation of other provider's telecommunications equipment on the proposed tower. T-Mobile shall submit a letter to staff allowing collocation before a building permit can be issued.
5. If any required landscaping dies plantings must be replaced per city policy and standards.

The Maplewood City Council approved this resolution on December 14, 2009.

Mayor Longrie added a friendly amendment that the provision that any landscaping or plantings that die that they be replaced pursuant city policy and standards.

Seconded by Mayor Longrie.

Ayes – Mayor Longrie,  
Councilmember

Nephew

**Nay** – Councilmember

Juenemann

Councilmember Nephew accepted the friendly amendment.

Councilmember Rossbach had recused himself from the agenda item.

Councilmember Hjelle left the meeting at 9:10 p.m. and was not present to vote on this.

The motion passed.

## 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 (second reading)**  
VOTE: Simple Majority Vote Required to Approve  
DATE: November 17, 2011

### INTRODUCTION

On November 14, 2011, the city council gave first reading to this ordinance concerning the city council's authority to review variances from the zoning ordinance. The council approved the revisions and, due to the routine nature of this amendment, moved to have the second reading placed on the consent agenda.

The reason for the proposed code amendment is to bring the city code into compliance with the newly adopted statutory changes concerning variance approvals.

### COMMISSION ACTION

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 Second Reading 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 (second reading)**  
VOTE: Simple Majority Vote Required to Approve  
DATE: November 17, 2011

### INTRODUCTION

On November 14, 2011, the city council gave first reading to this ordinance concerning the city council's authority to review variances from the zoning ordinance. The council approved the revisions and, due to the routine nature of this amendment, moved to have the second reading placed on the consent agenda.

The reason for the proposed code amendment is to bring the city code into compliance with the newly adopted statutory changes concerning variance approvals.

### COMMISSION ACTIONS

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 2<sup>nd</sup> Reading 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. ~~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 (second reading)**  
VOTE: Simple Majority Vote Required to Approve  
DATE: November 17, 2011

### INTRODUCTION

On November 14, 2011, the city council gave first reading to this ordinance concerning street widening and the reduction on lot size, setbacks and parking requirements.

#### 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 2<sup>nd</sup> Reading 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

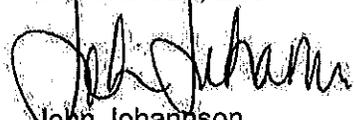
no longer meet the minimum number of parking spaces. In regards to reductions in the number of spaces you will probably want to establish some maximum percentage reduction, but we trust that the City staff and Planning Commission can determine what that acceptable percentage of required parking spaces 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 city manager. Appeals of the city manager'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 (second reading)**  
VOTE: Simple Majority Vote Required to Approve  
DATE: November 17, 2011

### INTRODUCTION

On November 14, 2011, the city council gave first reading to this ordinance concerning the city staff's authority to review minor variances in single and double dwelling districts. The council approved the revision and, due to the routine nature of this amendment, moved to have the second reading placed on the consent agenda.

The reason for the proposed code amendment is to bring the city code into compliance with the newly adopted statutory changes concerning variance approvals.

### 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.

p:\ ORD\Variance\ Administrative Variance Code Amendment CC 2<sup>nd</sup> Reading11 11 te

Attachments:

1. Administrative Variance Ordinance Amendment

**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

## AGENDA REPORT

**TO:** James Antonen, City Manager  
**FROM:** Michael Thompson, Deputy Public Works Director/City Engineer  
 Alan Kantrud, City Attorney  
**SUBJECT:** **Holloway Avenue and Stanich Highlands Improvements, City Project 09-13  
 Resolution Adopting Revised Assessment Roll**  
**DATE:** November 18, 2011

### INTRODUCTION

On November 14, 2011, the city council held a reassessment hearing (public hearing) and approved a resolution adopting the assessment roll for the Holloway Avenue and Stanich Highlands Improvements (City Project 09-13) except for those that objected. There were a total of three (3) assessment objections received prior to or at the hearing. City staff recommendations for action on the three (3) assessment objections are provided for the council to review for adoption for the final assessment roll.

### BACKGROUND

The proposed assessments were submitted to the city council for adoption at the September, 28<sup>th</sup>, 2009 council meeting. The affected property owners were provided with the required advanced notice of the city's intent to levy the assessments. Property owners were required to file a written notice prior to the close of the public hearing if they objected to the assessment amount. Following are those property owners filing written objections to be considered for review:

1. Paul Berglund, 1929 Kingston Avenue (PIN 14.29.22.34.0034): Mr. Berglund is objecting due to seeing no added property value from the project.
2. Kathy Haley, 1930 Kingston Avenue (PIN 14.29.22.34.0041): Ms. Haley is objecting due to seeing no added property value from the project.
3. Margaret Haggerty, 1935 Kingston Avenue (PIN 14.29.22.34.0038): Ms. Haggerty is objecting due to seeing no added property value from the project.

### Recommended Adjustments

The following actions are recommended by staff for the objection requests:

1. Paul Berglund, 1929 Kingston Avenue (PIN 14.29.22.34.0034): **Deny cancellation** of the assessment as the property is receiving direct benefit (per appraisal) from the proposed street reconstruction and utility improvements.
2. Kathy Haley, 1930 Kingston Avenue (PIN 14.29.22.34.0041): **Deny cancellation** of the assessment as the property is receiving direct benefit (per appraisal) from the proposed street reconstruction and utility improvements.

3. Margaret Haggerty, 1935 Kingston Avenue (PIN 14.29.22.34.0038): **Deny cancellation** of the assessment as the property is receiving direct benefit (per appraisal) from the proposed street reconstruction and utility improvements.

## **BUDGET IMPACT**

No adjustments are proposed at this time.

## **RECOMMENDATION**

It is recommended that the city council approve the attached Resolution for the Adoption of the Revised Assessment Roll for the Holloway Avenue and Stanich Highlands Improvements, City Project 09-13.

### Attachments:

1. Resolution: Adoption of the Assessment Roll
2. Assessment Roll (Reassessment)
3. Assessment Objections
4. Location Map

RESOLUTION  
ADJUSTMENTS TO ASSESSMENT ROLL

WHEREAS, pursuant to a resolution adopted by the City Council on November 14<sup>th</sup>, 2011, the assessment roll for the Holloway Avenue and Stanich Highlands Improvements, City Project 09-13, was presented in a Public Hearing format (Reassessment), pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, three property owners filed an objection to their assessment according to the requirements of Minnesota Statutes, Chapter 429, summarized as follows:

1. Paul Berglund, 1929 Kingston Avenue (PIN 14.29.22.34.0034): Mr. Berglund is objecting due to seeing no added property value from the project.
2. Kathy Haley, 1930 Kingston Avenue (PIN 14.29.22.34.0041): Ms. Haley is objecting due to seeing no added property value from the project.
3. Margaret Haggerty, 1935 Kingston Avenue (PIN 14.29.22.34.0038): Ms. Haggerty is objecting due to seeing no added property value from the project.

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

- A. That the City Engineer and City Clerk are hereby instructed to make the following adjustments to the assessment roll for the Holloway Ave and Stanich Highlands Improvements, City Project 09-13:
  1. Paul Berglund, 1929 Kingston Avenue (PIN 14.29.22.34.0034): **Deny cancellation** of the assessment as the property is receiving direct benefit (per appraisal) from the proposed street reconstruction and utility improvements.
  2. Kathy Haley, 1930 Kingston Avenue (PIN 14.29.22.34.0041): **Deny cancellation** of the assessment as the property is receiving direct benefit (per appraisal) from the proposed street reconstruction and utility improvements.
  3. Margaret Haggerty, 1935 Kingston Avenue (PIN 14.29.22.34.0038): **Deny cancellation** of the assessment as the property is receiving direct benefit (per appraisal) from the proposed street reconstruction and utility improvements.
- B. The assessment roll for the Holloway Avenue and Stanich Highlands Improvements, City Project 09-13, is hereby accepted, a copy of which is attached hereto and made a part hereof. Said assessment roll shall constitute the 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.
- C. 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 December 28, 2011 until December 31, 2011. To each

subsequent installment when due, shall be added interest for one year on all unpaid installments.

- D. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, but no later than December 28, 2011, pay the whole of the assessment on such property, without interest, to the city clerk. And they may, at any time after December 28, 2011, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
- E. The city engineer and city clerk shall forthwith after December 28, 2011, but no later than December 29, 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 28<sup>th</sup> 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
				<b>STORM ASSESSMENT</b>	<b>STREET ASSESSMENT</b>	<b>TOTAL ASSESSMENT</b>
			<b>TOTALS =</b>	\$2,970.00	\$18,000.00	<b>\$20,970.00</b>

I, Kathy Haley, object to the special assessment against 1930 Kingston Avenue, Maplewood, MN 55109 for the Holloway and Stanich Highlands Area Improvements, Project 09-13 because the special assessment for my property as determined by the City for the street project is greater than any increase in value my property has had as a result of the City's project.

Further, this re-assessment and special assessment is not consistent with the findings of Ramsey County Court File No. 62-CV-09-12325 and I believe the amount of the re-assessment is made by the City of Maplewood, by and through its Council and city staff, in bad faith and for purposes of harassment.

Dated: 11/13/11

Kathy Haley  
Kathy Haley

Received by hand  
delivery on 11-14-2011  
@ 11:10 a.m.  
Deb Schmidt

I, Paul Berglund, on behalf of myself individually and as the Personal Representative for the Estate of Betty M. Berglund and successor in interest to Betty M. Berglund, object to the special assessment against 1929 Kingston Avenue, Maplewood, MN 55109 for the Holloway and Stanich Highlands Area Improvements, Project 09-13 because the special assessment for my property as determined by the City for the street project is greater than any increase in value my property has had as a result of the City's project.

Further, this re-assessment and special assessment is not consistent with the findings of Ramsey County Court File No. 62-CV-09-12325 and I believe the amount of the re-assessment is made by the City of Maplewood, by and through its Council and city staff, in bad faith and for purposes of harassment.

Dated: 11-13-2011

  
Paul Berglund

Received by hand  
delivery on 11-14-2011  
@ 11:10 am.



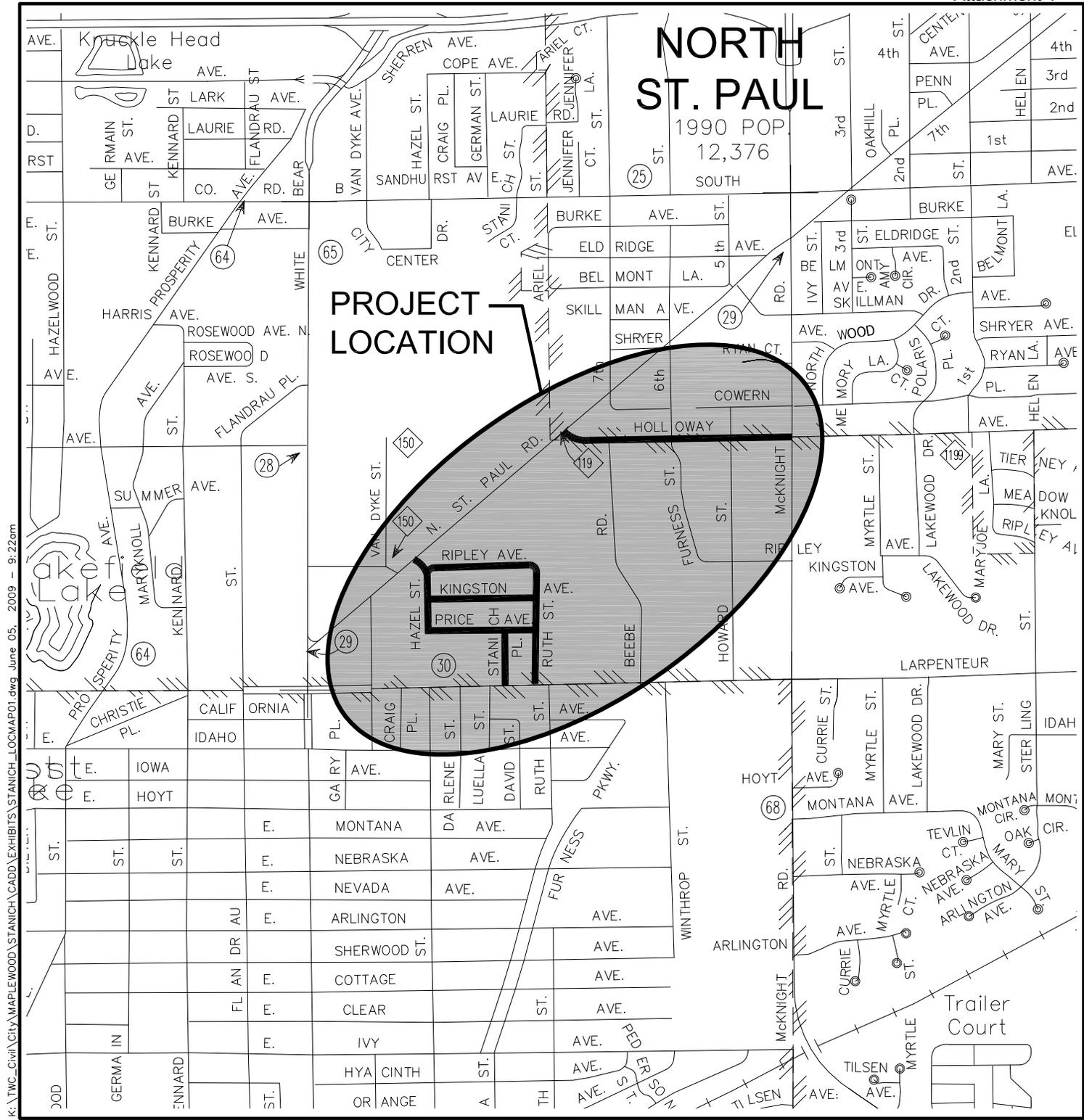
I, Margaret Haggerty, object to the special assessment against 1935 Kingston Avenue, Maplewood, MN 55109 for the Holloway and Stanich Highlands Area Improvements, Project 09-13 because the special assessment for my property as determined by the City for the street project is greater than any increase in value my property has had as a result of the City's project.

Further, this re-assessment and special assessment is not consistent with the findings of Ramsey County Court File No. 62-CV-09-12325 and I believe the amount of the re-assessment is made by the City of Maplewood, by and through its Council and city staff, in bad faith and for purposes of harassment.

Dated: 11-13-2011

*Margaret Haggerty*  
Margaret Haggerty

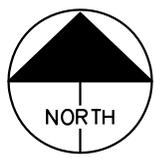
Received by hand  
delivery on 11-14-2011  
@ 11:10 a.m.  
Deb Schmitt



K:\TWC\_Civil\City\Maplewood\STANICH\CADD\EXHIBITS\STANICH\_LOCMAP01.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**



**EXHIBIT 1**

**MEMORANDUM**

**TO:** James Antonen, City Manager  
**FROM:** Shann Finwall, AICP, Environmental Planner  
**SUBJECT:** Trash Collection System Analysis – Consider Authorizing the Execution of Contract between the City of Maplewood and Allied Waste Services for City-Wide Residential Trash Collection  
**DATE:** November 22, 2011 for the November 28 City Council Meeting

**INTRODUCTION**

Since the City Council's adoption of a Resolution of Intent to Organize Trash Collection on March 28, 2011, the City has been undertaking an extensive review of residential trash collection systems. The City analyzed two types of systems including a contractual (organized) system and improvements to the city's subscription (open) system. The intent of the review was to determine how the City could best meet its stated goals for trash collection including: 1) cost savings to residents; 2) increased trash collection services; 3) reduced environmental impacts; 4) increased safety; 5) increased efficiency; and 6) better aesthetics during trash pickup days.

**Background**

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

April 25, 2011: The City Council approved a scope of work for the Trash Collection System Analysis. The scope included the formation of a Trash Hauling Working Group to analyze trash collection systems and update the City Council.

July 11, 2011: The City Council authorized the release of a request for proposal (RFP) for residential trash collection.

August 19, 2011: The City received six responses to the RFP from the following companies (listed in alphabetical 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.

August 29, 2011: The Trash Hauling Working Group gave a report to the City Council during a workshop on possible improvements that could be made to the City's subscription trash collection system to meet the City's trash collection goals.

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 Waste Services (hereafter "Allied") was chosen as the top ranked proposer.

October 10, 2011: The City Council authorized staff to negotiate a draft contract with Allied.

October 24, 2011: Representatives of the Minnesota Chapter of the National Solid Waste Management Association (NSWMA) submitted a report to the City Council during a workshop on possible improvements that could be made to the City's subscription trash collection system to meet the City's trash collection goals.

November 14, 2011: City staff presented a draft contract between the City of Maplewood and Allied for City-Wide Residential Trash Collection. No changes were requested by the City Council.

November 14, 2011: Tennis Sanitation, LLC, submitted a report to the City Council on possible improvements that could be made to the City's subscription trash collection system to meet the City's trash collection goals.

November 21, 2011: The City's 90-day negotiation period as required by Minnesota Statutes, Section 115A.94, ended on November 21, 2011.

## **DISCUSSION**

### **Subscription System**

The analysis of a subscription system included reviewing the city's solid waste management ordinance and trash hauling licensing requirements. Following is a summary of recommendations received from the Trash Hauling Working Group, representatives of the Minnesota Chapter of NSWMA, and Tennis Sanitation, LLC:

#### *Trash Hauling Working Group Recommendations*

- Increased review and enforcement of existing ordinance and licensing requirements to include:
  - monitoring rates
  - enforcement of truck equipment and weight requirements
  - enforcement of trash hauling pick-up times
  - enforcement of noise and litter caused by haulers
  - monitor yard waste and bulky item requirements
  - monitor route maps
- Increase licensing fee to cover increased review and enforcement as described above.
- Incremental fines and enforcement for violations of ordinance and licensing requirements.
- Limit the number of trash hauling licenses issued in the City.
- Implement a pay as you throw trash collection system.
- Financial incentives to residents for reducing waste, similar to recycle banks.
- Education

#### *MN Chapter of NSWMA Recommendations*

- Increased Transparency of Rates: This could include a city-monitored web based system where the City publishes the reported rates and residents can share their actual trash hauling rates for comparison.
- Limited Trash Hauling Licenses: Limit the number of Class A licenses issued in the City.

*Tennis Sanitation, LLC, Recommendation*

- Limited Trash Hauling Licenses to Three
- Three Top Ranked Proposers to City's RFP for Trash Collection to Receive Licenses
- Three Top Ranked Proposers to purchase routes from the remaining trash hauling business that have licenses in Maplewood.

**Contractual System**

The analysis of a contractual system included the creation of a request for proposal (RFP) for residential trash collection. The City Council authorized the release of the RFP on July 11, 2011. Proposals were due on August 19, 2011. The City received six responses to the RFP. from the following trash haulers (listed in alphabetical 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

Allied was chosen by the Trash Hauling Working Group as the top ranked proposer to the RFP. The City Council authorized staff to negotiate a draft contract with Allied for residential trash collection (hereinafter "Contract"). City staff and Allied negotiated a draft Contract, which was presented to the City Council on November 14 with no changes requested by the City Council.

*Contract Summary*

A summary of the Contract highlights, service levels, and costs are found on Attachment 1. In addition, Rich Hirstein, Senior Municipal Services Manager for Allied, has submitted a letter to the City Council detailing benefits of the Contract (Attachment 2).

The Contract would save residents an average of 50 percent on their trash bills, an estimated \$1.6 million in savings city-wide per year. The contract would also reduce the number of trucks on Maplewood roads, resulting in less noise, pollution, and costly wear on our roads.

Following is a list of service level prices proposed in the contract. The prices listed INCLUDE hauling, fuel, the city's purchase of trash bins (estimated at .75 a month), and all applicable taxes, everything our residents would expect to pay for basic trash service.

**City Trash Contract Proposed Prices**

<u>Service Level</u>	<u>Total Monthly Charge</u>
20 gallon (every other week)	\$6.83
20 gallon	\$9.30
30 gallon	\$10.62
60 gallon	\$11.91
90 gallon	\$13.37

## **Advantages/Disadvantages**

The City's solid waste management consultant, Dan Krivit of Foth Infrastructure and Environment, has conducted a comparative analysis of the of the proposed draft Allied Contract (organized system) compared to the City's subscription (open) system of trash collection (Attachment 3).

In summary the primary advantage cited for the Allied Contract are three-fold – lower prices, reduced truck traffic, and community control over decisions related to waste management. The primary disadvantage for the Allied Contract is the loss of individual household control over the selection of a hauler and the associated direct relationship.

The primary advantage for open systems is the ability for people to choose their own hauler. Disadvantages include price per households is typically higher due to less efficiency and trash haulers being less likely to pass on savings to customers where they have a predominant market share. Additionally, open systems result in more truck traffic on the residential streets as each company uses their collection vehicles to service customers. The increased truck traffic leads to increased concerns regarding the impact on streets and the potential for increased truck emissions, traffic accidents, and aesthetic issues.

## **Trash Collection System Analysis Proposed Timeline**

The Trash Collection System Analysis scope of work approved by the City Council in April 2011 included a timeline for the completion of the City's statutory requirements. November 21, 2011, represented the end of the 90-day negotiation period, and the completion of the 180 days required to plan and establish an organized collection system. As such, the City has authority to propose implementation of an organized collection system during the November 28 City Council meeting. If the City Council authorizes the execution of the Allied Contract, the next step in the Trash Collection System Analysis is to make specific findings that describe the procedures used to plan and implement the system and evaluate the system to the city's stated goals. Review of the findings and implementation plan of the selected system is scheduled for December 12, 2011.

## **RECOMMENDATION**

Authorize the execution of the attached Contract between the City of Maplewood and Allied Waste Services (Attachment 4). This contract is for city-wide residential trash collection. 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 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.

### **Attachments:**

1. Summary of Contract Between the City of Maplewood and Allied Waste Services
2. Letter to the City Council from Rich Hirstein of Allied Waste Services
3. Comparative Analysis of the Draft Allied Contract to Open Trash Collection Systems
4. Full Contract Between the City of Maplewood and Allied Waste Services

### **Links:**

1. Maplewood Request for Proposal for City-Wide Residential Trash Collection:  
<http://www.ci.maplewood.mn.us/DocumentCenterii.aspx?FID=130>
2. Allied Waste Services Proposal for City-Wide Residential Trash Collection:  
<http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=2239>

**SUMMARY****Draft Contract between the City of Maplewood and Allied Waste Services  
for City-Wide Residential Trash Collection**

November 22, 2011

**RFP Requirements**

The draft contract is based on the July 11, 2011, Request for Proposal (RFP) for Residential City-Wide Trash Collection and Allied Waste Service's August 19, 2011, proposal. The RFP and Allied's proposal can be accessed by following the links listed at the end of the document. 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.

**Cost Break Down**

Table 1 below outlines the cost break down in the draft Allied Contract 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)

<b>Cost Break Down</b>	<b>Draft Allied Contract</b>
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 rates<sup>1</sup> and an estimate of actual rates<sup>2</sup> based on a sampling of residents' actual current trash bills.

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

<b>Service Levels</b>	<b>Draft Allied Contract</b>	<b>Average of City Published Rates</b>	<b>City Actual Rates</b>
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

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

<sup>2</sup> 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.

### **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.
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 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 7 a.m. and 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 automatic lifters, Radio Frequency Identification (RFID) systems to read the RFID tags installed in the City trash carts, automatic overload prevention devices that shut off the truck's packer system when the load reaches its maximum capacity, and 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.

Links:

1. Maplewood Request for Proposal for City-Wide Residential Trash Collection: <http://www.ci.maplewood.mn.us/DocumentCenterii.aspx?FID=130>
2. Allied Waste Services Proposal for City-Wide Residential Trash Collection: <http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=2239>



November 22, 2011

Dear Mayor Rossbach, and Councilmember's Nephew, Koppen, Llanas and Juenemann,

First of all, I wish you a very happy Thanksgiving and hope you have time to share the day with family and friends.

I am looking forward to the City Council meeting on November 28 and your decision to possibly proceed with the contract for Allied Waste to provide the waste services in Maplewood. We all recognize this has been a long process, and I urge you to continue on this path towards meeting the City's stated goals of improving this service for your citizens. Thank you for all of the efforts you have made towards this resolution.

The proposal that I submitted addresses each of the goals and will improve these services for every household in Maplewood---that's the outcome you sought.

By your own math, the citizens will save nearly \$1,600,000.00 in the first year---plus they won't have as many as nine garbage companies providing service on their street. Our proposal most-successfully addressed the economic, environmental, safety, service, efficiency and planning goals the City came up with. As a leadership Council, your task is to lead the City and to provide the best services for the greater good. I certainly believe this accomplishes that.

Allied Waste has been servicing the Twin Cities since 1948 (initially as "BFI" and Action Disposal). We currently hold just over 25 city and municipal contracts for waste and/or recycling services. We have over 600 local employees (several are Maplewood residents) and our Award-Winning Customer Service group is located just down the road in Inver Grove Heights. My dad was employed in Maplewood for the last 35 years of his working career. We live and work here-- and take great pride in that.

I will be in attendance on Monday, November 28 and will maintain the same level of professionalism that evening and throughout. I can assure you that my company will handle the transition professionally—and your citizens will be happy with the outcome of this effort. You have my word on that.

Please let me know if you have any questions or concerns. I look forward to working with you and being a valuable resource for all Maplewood citizens.

Most Sincerely,

Rich Hirstein  
Sr. Municipal Services Manager  
Allied Waste Services  
(952) 946-5330

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9813 Flying Cloud Dr.  
Eden Prairie, MN 55347  
952.941.8394 / Fax 952.946.5333  
[www.AlliedWasteTwinCities.com](http://www.AlliedWasteTwinCities.com)



## Memorandum

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

November 18, 2011

TO: Shann Finwall

CC: Warren Shuros

FR: Dan Krivit

RE: Advantages / Disadvantages of Draft Allied Contract vs.  
Alternative Improvement Options

As part of the City's ongoing trash collection system analysis, you had requested a higher-level review of the proposed draft Allied contract compared to the alternative improvement options the City is considering. For this memo, we have elected not to specify the detailed assumptions of the alternative improvement options. Rather, we have kept the advantages / disadvantages comparative analysis more generic and not specific to any one set of ordinance changes.

There are several characteristics of open and organized collection systems that have been routinely identified in different communities as potential advantages or disadvantages for each. The advantages are sometimes referred to as potential benefits and the disadvantages as potential issues/concerns. These are highlighted in the next subsection with some covered in more detail in the following subsections.

Generally, the proponents of organized collection include cities, counties, state solid waste management officials, and citizens who wish to improve trash collection system efficiencies. Proponents of open collection systems are private waste management companies, primarily the smaller and medium – sized independent haulers. Proponents of open systems also include residents desiring to retain the ability to choose their waste hauler.

### **Open Systems**

A comparison of the advantages (potential benefits) and disadvantages of open collection systems is shown in Table 1.

The information contained in this memorandum is considered privileged and confidential and is intended only for the use of recipients and Foth.

Table 1

Advantages/Disadvantages of  
Improving the City's Open Collection Systems

<b>Advantages</b>	
<ul style="list-style-type: none"> <li>◆ Choice – Households are free to continue to choose their hauler based on preference</li> <li>◆ There is a direct relationship between the hauler and the customer that allows the customer to shop around or change if dissatisfied</li> <li>◆ Small haulers are more apt to compete for a portion of the accounts – entry level requirements for new businesses is low</li> </ul>	<ul style="list-style-type: none"> <li>◆ Haulers are more likely able to shop for lower disposal prices or use their own facilities</li> <li>◆ Does not threaten the business development history or potential growth of hauling companies</li> </ul>
<b>Disadvantages</b>	
<ul style="list-style-type: none"> <li>◆ Usually results in a more expensive monthly cost</li> <li>◆ Results in more truck traffic with potential associated impacts of:               <ul style="list-style-type: none"> <li>◆ Added street maintenance</li> <li>◆ Air quality/vehicle emissions</li> <li>◆ Safety/vehicle accidents</li> <li>◆ Aesthetics (containers out more days of the week), noise, and litter</li> </ul> </li> <li>◆ Inconsistent charges for the same level of service in a community, even among customers of the same hauling company</li> </ul>	<ul style="list-style-type: none"> <li>◆ Companies can add special charges to bills such as a fuel surcharge, environmental surcharge, or other administrative fees</li> <li>◆ Reduced ability of the community to effectively manage solid wastes (e.g., reduced ability to collect data and make changes to the system and introduce innovations)</li> <li>◆ Administrative costs of the City to attempt to achieve compliance with ordinance performance standards</li> </ul>

The primary advantage cited for open systems is the ability for people to choose their own hauler. There is a direct relationship between the individual customers and service provider that may supersede any other potential benefit. The customer is in control, making the decision to hire whoever is providing service in the community. The choice may be a matter of family relationships, tradition, past experiences of inadequate service, price, etc.

Open systems can result in less administrative effort for the public entity, but also result in less overall control of the solid waste management system. The City will have less control of:

- ◆ Where waste is disposed
- ◆ Service levels (i.e., cart sizes)
- ◆ Diversion levels

- ◆ Pricing of service levels to implement more effective “pay as you throw” (PAYT) systems to increase incentives to improve recycling and waste reduction efforts
- ◆ Added services such as:
  - ▶ Yard waste collection
  - ▶ Separate organic waste collection
  - ▶ Bulky item collection

Open systems may be better suited to smaller or start-up businesses as the requirements for equipment and employees are controlled by the individual hauling company rather than set by the public entity contract.

While there can be variations in pricing, the price paid by households in open systems is typically higher per month for similar service levels. This is primarily due to the increase in efficiency for haulers in organized collection systems serving every household in the community or on a route rather than driving by households served by other hauling companies. Also, in open systems where a particular hauling company is successful in gaining a predominant market share, there is less reason for the hauling company to pass on the improved efficiency to customers. The hauling company may increase its profitability in that specific community.

Open systems result in more truck traffic on the residential streets as each company uses their collection vehicles to service customers. The increased truck traffic leads to increased concerns regarding the impact on streets and the potential for increased truck emissions, traffic accidents, and aesthetic issues.

Open systems are more likely to allow haulers to find the lowest cost disposal option (including transportation costs), but this also results in exposure to liability at more than one location. Open systems also are more likely to allow certain waste hauling companies to internalize wastes to their own transfer stations and/or landfills. This improves their competitive advantage for hauling customers versus haulers who do not have their own transfer or disposal facilities.

### **Organized Systems**

A comparison of the advantages (potential benefits) and disadvantages of the draft Allied contract is shown on Table 2.

Table 2

## Advantages/Disadvantages of the Draft Allied Contract

<b>Advantages</b>	
<ul style="list-style-type: none"> <li>◆ Increased efficiency enabling a lower cost per household</li> <li>◆ Decreased impacts from truck traffic</li> <li>◆ Decreased fuel consumption</li> <li>◆ Greater control to establish service requirements including:               <ul style="list-style-type: none"> <li>▶ Ability to standardize service (e.g., automated collection with standard carts)</li> <li>▶ Makes public education simpler</li> <li>▶ Ability to provide access to special service needs at known, controlled costs</li> <li>▶ Volume-based pricing (i.e., “Pay As You Throw”) to achieve waste abatement goals</li> <li>▶ Delivery destinations for processing and overall solid waste management</li> <li>▶ Factors affecting recycling and diversion (e.g., separate collection of organic waste)</li> <li>▶ Improved control over residents actually using garbage service</li> <li>▶ Ability to set specifications on the size and quality of trucks used</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>◆ Ability to develop a system for contractor and City collections of bad debt</li> <li>◆ Ability to competitively bid service on a regular basis helping promote lower costs</li> <li>◆ Builds on the strengths of both the government and private sectors through a contract</li> <li>◆ Positive, working partnership approach can provide very high quality services</li> <li>◆ Long term relationships can be an asset to sustaining and growing program</li> <li>◆ Innovation can be encouraged via private sector incentives and entrepreneurial spirit</li> <li>◆ Once implemented, can be politically the “right thing to do” to help save residents dollars and improve system effectiveness in achieving other City goals</li> </ul>
<b>Disadvantages</b>	
<ul style="list-style-type: none"> <li>◆ Households do not have a choice of their hauler</li> <li>◆ Greater administrative involvement by the City</li> <li>◆ Requires contract performance monitoring and enforcement</li> <li>◆ Small haulers have higher “entry” requirements to get in the business along with competitive opportunities limited to contract openings</li> <li>◆ Incumbent contractors have distinct advantages when it comes time to go out for bid again</li> </ul>	<ul style="list-style-type: none"> <li>◆ If a serious situation arises, switching contractors in the middle of the contract term is very difficult and requires capable alternative contractor to step in on fairly short notice</li> <li>◆ Current organized collection statutory process to convert from open to organized is cumbersome and difficult politically</li> </ul>

The primary potential advantages of organized collection are three-fold – lower prices, reduced truck traffic, and community control over decisions related to waste management. There are several factors involved in each of these three primary advantages. Greater efficiency, competitive bidding, rate increases structured into contracts, and variable rate pricing options can all result in more cost effective service provision. Fewer trucks stopping at every house results in less truck traffic at slower speeds. Public entities have responsibility and potential liability for proper solid waste management and organized collection provides better tools and control of decisions that affect solid waste management.

The primary disadvantage is the loss of individual household control over the selection of a hauler and the associated direct relationship. Along with increased control for the public entity comes the requirement to provide the resources necessary to properly manage the decisions. Also, it may be more difficult for smaller haulers and entry level companies to break into and grow their business in organized collection systems.

**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 28<sup>th</sup> day of November, 2011, 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 (15<sup>th</sup>) 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:

<b>Item</b>	<b>Price</b>
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: \_\_\_\_\_

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**MEMORANDUM**

TO: James Antonen, City Manager  
 FROM: Tom Ekstrand, Senior Planner  
 Chuck Ahl, Assistant City Manager  
 SUBJECT: **Land Use Plan Amendment from C (commercial) to LDR (low density residential)**  
 LOCATION: 1961, 1967 and 1975 McMenemy Street  
 VOTES: Four Votes Required for Approval  
 DATE: November 17, 2011

**INTRODUCTION**

In the past year, the planning commission compared the zoning and land use plan maps for consistency between how land is zoned and how it is guided by the Plan. They found four areas in the city that warranted study. One such area involves three properties located at 1961, 1967 and 1975 McMenemy Street, south of the Parkside Fire Station. These lots are developed with single dwellings. They are zoned R1 (single dwelling residential) but are planned in the city's comprehensive land use plan as C (commercial).

On April 19, 2011, the planning commission said that they felt that it would be appropriate to reclassify the land use plan for these lots from C to LDR (low density residential). The LDR land use classification would be consistent with single dwelling development.

**Request**

Revise the land use plan for 1961, 1967 and 1975 McMenemy Street from C to LDR.

**DISCUSSION**

Staff wrote to the owners of each of the three properties for their opinion whether they would prefer that their property be planned for low density residential, as it is currently developed, or if they would prefer the future plan for their lot remain commercial. The owners of 1961 and 1975 McMenemy Street responded and both agreed it made sense that their lots should be re-guided for residential, not commercial. The owner of 1967 took no position as to whether they would like their property reclassified to residential or remain commercial.

One could build a case for these lots being developed commercially since they are bordered on the north (Parkside Fire Station), south (St. Paul Area Association of Realtors office building and parking lot) and west (commercial office buildings) by non-residential development. Only the properties across McMenemy Street are developed with single family homes.

There are always homes on the transitional edge of residential and commercial developments. These three homes all seem to be well suited to this neighborhood and are in well-kept condition. Furthermore, the owners of two of these three homes support to a re-guiding to a residential classification. The third owner had no opinion.

In consideration of the above, staff recommends that the land use plan be amended from C to LDR to be consistent with the development of these three properties.

## **COMMISSION ACTION**

November 1, 2011: The planning commission recommended that the land use plan designation be changed from C to LDR.

## **RECOMMENDATION**

Adopt the resolution approving a comprehensive land use plan amendment from C (commercial) to LDR (low density residential) for the properties located at 1961, 1967 and 1975 McMenemy Street. Approval is based on the following reasons:

1. The properties are presently developed with single dwellings which would be compatible with a land use classification of LDR.
2. The three homes are well kept and would not be destined for redevelopment in the foreseeable future.
3. The single dwelling development of these lots is compatible with abutting residential development to the east, but they are also compatible land uses to the fire station and office building to the north and south.
4. The reclassification to LDR would eliminate an inconsistency between the zoning map and land use plan.

This action is subject to the approval of this land use plan amendment by the Metropolitan Council.

## **REFERENCE INFORMATION**

### **SITE DESCRIPTION**

Lot Sizes: 17,000 square feet each (approximate)

Existing Land Use: Each lot is developed with a single dwelling

### **SURROUNDING LAND USES**

North: Parkside Fire Station

South: St. Paul Area Association of Realtors parking lot and office building

East: McMenemy Street and single dwellings

West: Sloan Place and office buildings

### **PLANNING**

Land Use Plan: existing—C (commercial); proposed LDR (low density residential)

Zoning: R1 (single dwelling residential)

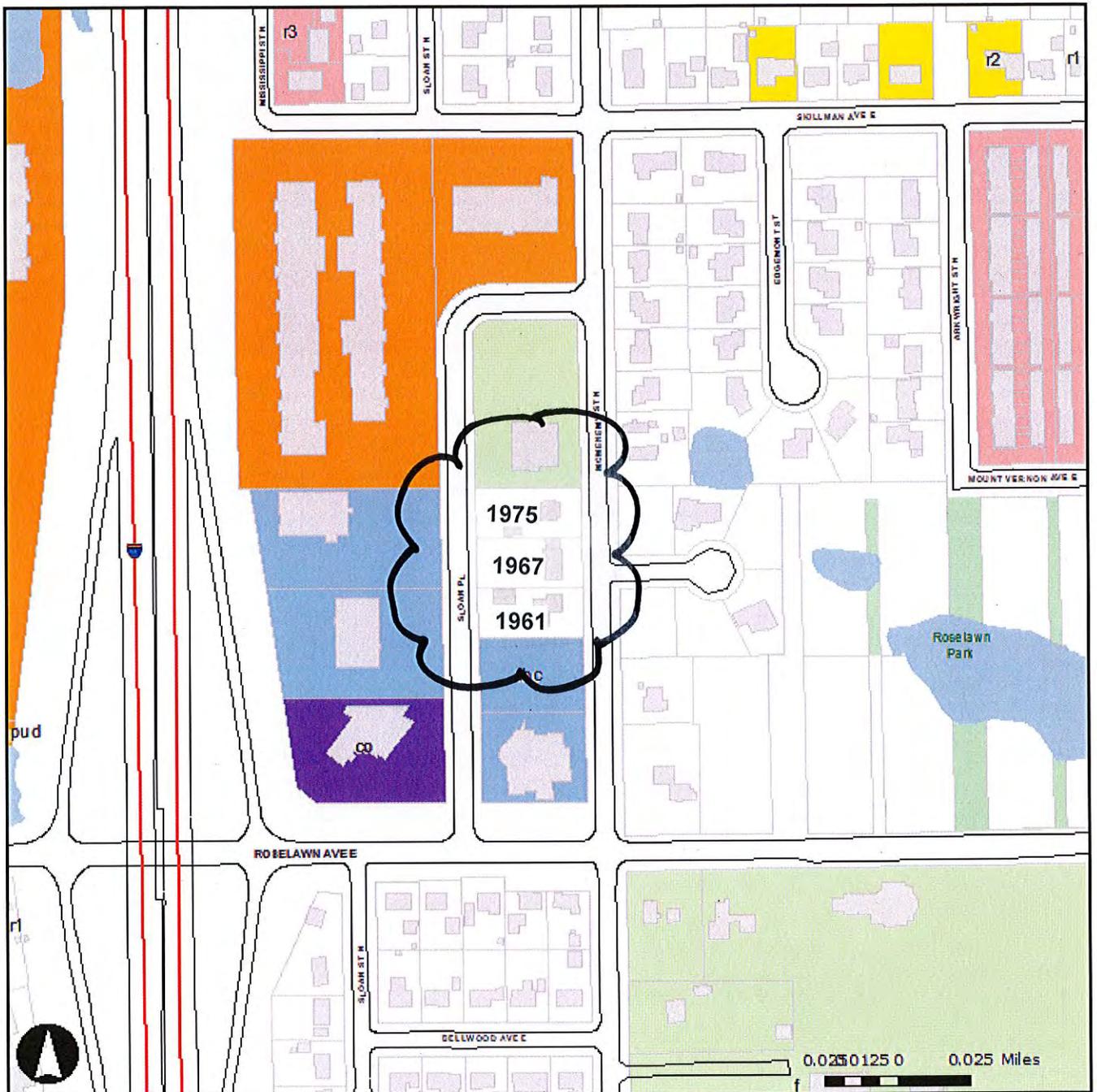
### **REVIEW DEADLINE**

This review is generated by staff. There is no deadline for action by the city council.

p:\sec18\McMenemy Street Plan Amendment C to LDR/ 1961 to 1975 McMenemy Street CC Report 11 11 te  
Attachments:

1. Zoning/Location Map
2. Land Use Plan Map
3. Land Use Plan Amendment Resolution

# ZONING/LOCATION MAP



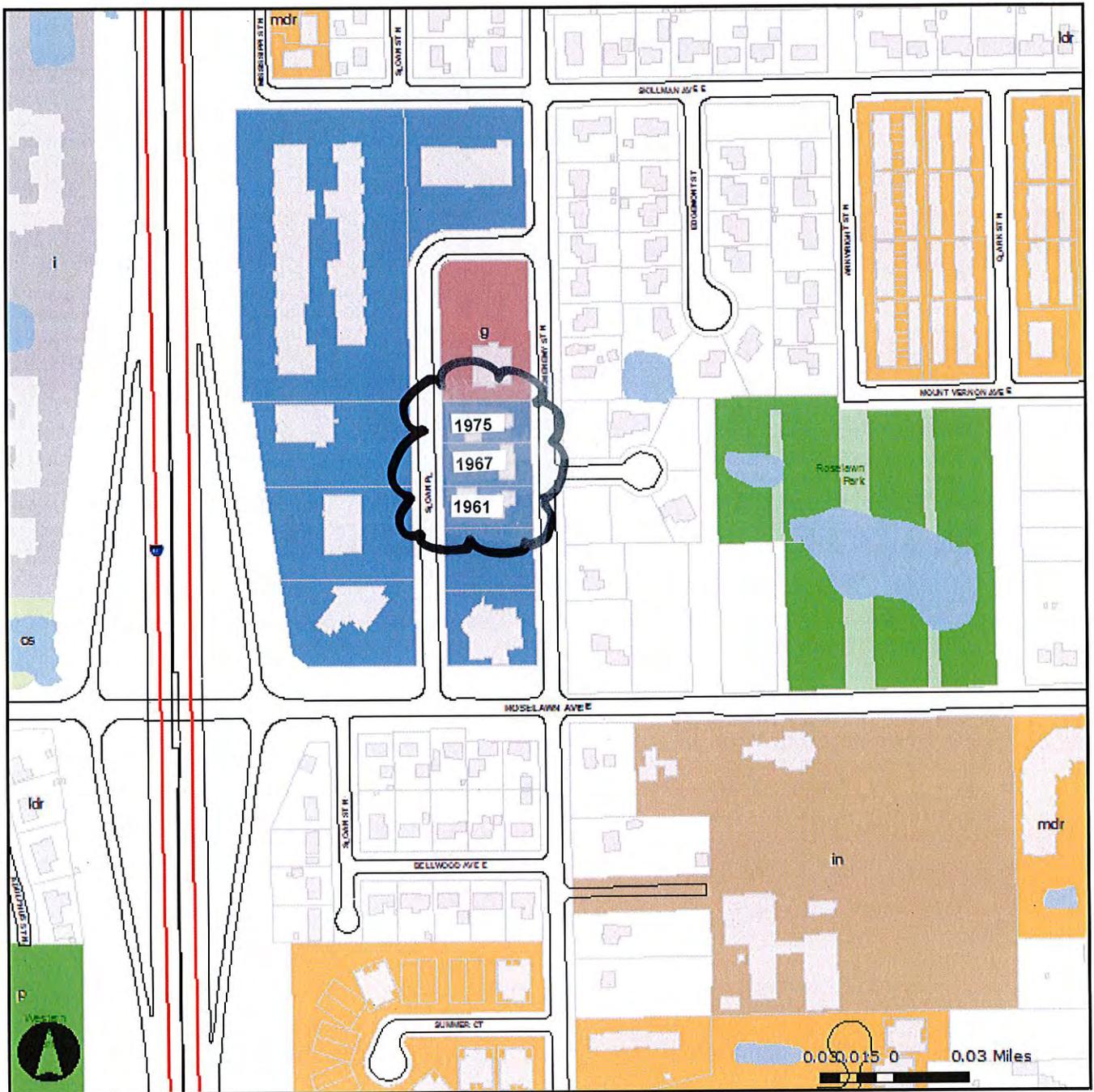
## Copyright

MaplewoodBaseMap

Chad Bergo

Parcels: This data set is available to everyone. Fees and policy are published in the Ramsey County Fee Schedule. Charges are variable and are subject to change. See the Ramsey County Fee Schedule for specific information on fees and policy.

# Land Use Plan Map



## Copyright

### MaplewoodBaseMap

Chad Bergo

Parcels: This data set is available to everyone. Fees and policy are published in the Ramsey County Fee Schedule. Charges are variable and are subject to change. See the Ramsey County Fee Schedule for specific information on fees and policy.

**LAND USE PLAN AMENDMENT  
RESOLUTION**

WHEREAS, the City of Maplewood Planning Staff, on the direction of the Maplewood Planning Commission, has requested a change to the City of Maplewood's land use plan from C (commercial) to LDR (low density residential).

WHEREAS, this change applies to the properties located at 1961, 1967 and 1975 McMenemy Street. The legal descriptions are:

The S 90 FT of N 270 FT E 223 FT of SE ¼ of SE ¼ of NE ¼ (Subj to Rd) of SEC 18, TN 29, RN 22. (PID# 182922140005)

The S 90 FT of N 180 FT E 223 FT of SE ¼ of SE ¼ of NE ¼ (Subj to Rd) of SEC 18, TN 29, RN 22. (PID# 182922140004)

The S 90 FT of N 90 FT E 223 FT of S ½ of SE ¼ of NE ¼ (Subj to Rd) of SEC 18, TN 29, RN 22. (PID# 182922140003)

WHEREAS, the history of this change is as follows:

1. On November 1, 2011, the planning commission held a public hearing. The city staff published a hearing notice in the Maplewood Review and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council approval the land use plan change.
2. On November 28, 2011 the city council discussed the land use plan change. They considered reports and recommendations from the planning commission and city staff.

NOW, THEREFORE, BE IT RESOLVED that the city council \_\_\_\_\_ the above described change for the following reasons:

1. The properties are presently developed with single dwellings which would be compatible with a land use classification of LDR.
2. The three homes are well kept and would not be destined for redevelopment in the foreseeable future.
3. The single dwelling development of these lots is compatible with abutting residential development to the east, but they are also compatible land uses to the fire station and office building to the north and south.
4. The reclassification to LDR would eliminate an inconsistency between the zoning map and land use plan.

This action is subject to the approval of this land use plan amendment by the Metropolitan Council.

The Maplewood City Council \_\_\_\_\_ this resolution on \_\_\_\_\_.

**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION  
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA  
TUESDAY, NOVEMBER 1, 2011**

**5. PUBLIC HEARING**

**a. Plan Amendment, C (commercial) to LDR (low density residential) for 1961, 1967 and 1975 McMenemy Street**

- i. Senior Planner, Tom Ekstrand gave the report and answered questions of the commission.

Chairperson Fischer opened the public hearing.

Nobody came forward to address the commission.

Chairperson Fischer closed the public hearing.

Commissioner Trippler moved to approve the resolution approving a comprehensive land use plan amendment from C (commercial) to LDR (low density residential) for the properties located at 1961, 1967 and 1975 McMenemy Street. Approval is based on the following reasons:

1. The properties are presently developed with single dwellings which would be compatible with a land use classification of LDR.
2. The three homes are well kept and would not be destined for redevelopment in the foreseeable future.
3. The single dwelling development of these lots is compatible with abutting residential development to the east, but they are also compatible land uses to the fire station and office building to the north and south.
4. The reclassification to LDR would eliminate an inconsistency between the zoning map and land use plan.

This action is subject to the approval of this land use plan amendment by the Metropolitan Council.

Seconded by Commissioner Pearson.

Ayes – Chairperson Fischer,  
Commissioner's Bierbaum,  
Boeser, Desai, Martin, Nuss,  
Pearson & Trippler

**Nay** – Commissioner Yarwood

The motion passed.

This item goes to the city council on November 28, 2011.

## AGENDA REPORT

**TO:** James Antonen, City Manager  
**FROM:** Michael Thompson, City Engineer/ Dep. Public Works Director  
**SUBJECT:** **Resolution Adopting 2012 Assessment Rates, Public Works Permit Fees, and Park Availability Charges**  
**DATE:** November 16, 2011

### INTRODUCTION

The city council will consider approving the attached resolution adopting the 2012 assessment rates, permit fees, and park availability charges (PAC).

### BACKGROUND / DISCUSSION

Each year the Public Works Department analyzes rates and makes a recommendation to the council on adjustments. The 2012 special assessment rates are recommended to remain fairly consistent to 2011 levels.

As a basis for reviewing Public Works permit fee increases, the department typically uses the implicit price deflator as a guide, which has increased slightly year over year. This typically accounts for the effects of inflation for government entities. Therefore the some permit fees are proposed to slightly increase compared with 2011 rates (about 2%). It should be noted this is the first increase proposed in 3 years. The street improvement rates would remain the same. Also is no proposed increase to the park availability charge according to the Parks and Recreation Director.

The standard SAC and WAC fees paid upon new sanitary sewer and water service connections are proposed at \$2,365 and \$270, respectively. The SAC charge is set and regulated by Metropolitan Council Environmental Services (MCES). Upon a new sewer connection, a fee is collected by the city which is then distributed to MCES. This year the City is proposing a Local SAC charge to reimburse costs borne by the City, which is authorized and a mechanism other cities utilize. The City conducted an internal review of its costs and also compared against comparable metro cities regarding their policies. Other cities such as White Bear Lake charge \$500; Oakdale at \$550; Vadnais Heights at \$200; Saint Paul at \$135; and Roseville at \$16. To recoup Maplewood costs a \$130 Local SAC charge is proposed.

The proposed 2012 Public Works permit fees, assessments, and PAC charges can be found below and in the attachments. It is recommended that the 2012 rates take effect on January 1, 2012. In addition, it is recommended that these fees continue to be reviewed annually with a recommendation brought before the city council for consideration.

<u>Street Improvement Assessments</u>	<u>2011</u>	<u>2012</u>
1. Complete street reconstruction:	\$6600	<b>\$6600</b>
2. Partial reconstruction/unit:	\$4950	<b>\$4950</b>
3. Bituminous surface replacement/unit:	\$3450	<b>\$3450</b>
4. Mill & overlay/unit:	\$2450	<b>\$2450</b>

**Other Improvement Rates**

	<u>2011</u>	<u>2012</u>
5. Storm drainage/unit:	\$1090	<b>\$1090</b>
6. Cash connect charge - water:	\$4160	<b>\$4240</b>
7. Water service w/new main construction:	\$1500	<b>\$1530</b>
8. Water service w/tap to existing main:	\$1860	<b>\$1900</b>
9. Cash connect charge - sewer:	\$4160	<b>\$4240</b>
10. Sewer service w/new main construction	\$1500	<b>\$1530</b>
11. Sewer service w/tap to existing main:	\$2820	<b>\$2880</b>

**Public Works Permit Fees**

See attached fee lists

**Park Availability Charge (PAC)**

	<u>2011</u>	<u>2012</u>
1. Single Family Dwelling	\$3540	<b>\$3540</b>
2. Duplex	\$5620	<b>\$5620</b>
3. Townhome	\$2810	<b>\$2810</b>
4. Apartments (3-4 Units)	\$2810	<b>\$2810</b>
5. Apartments (5+ Units)	\$1980	<b>\$1980</b>
6. Mobile Homes	\$2600	<b>\$2600</b>
7. Senior Citizen Apartment (1BR UNIT)	\$1140	<b>\$1140</b>
8. Senior Citizen Apartment (2BR UNIT)	\$2080	<b>\$2080</b>
9. Commercial Properties	<b>9% of market value of property</b>	

**RECOMMENDATION**

It is recommended that the city council approve the attached Resolution for Adoption of the 2012 Assessment Rates, Public Works Permit Fees, and Park Availability Charges.

Attachments:

1. Resolution
2. Public Works 2012 Permit Fee Schedule
3. SAC WAC PAC Fee Schedule

RESOLUTION  
ADOPTION OF THE 2012 ASSESSMENT RATES, PUBLIC WORKS PERMIT FEES,  
AND PARK AVAILABILITY CHARGES

WHEREAS, the City of Maplewood has established assessment rates, permit fees, and park availability charges, and

WHEREAS, city staff has reviewed the assessment rates, permit fees, and park availability charges.

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

1. The proposed assessment and improvement rates hereby attached shall become effective beginning January 1, 2012.
2. The updated public works fees are approved for all related permit applications received on or after January 1, 2012.
3. The park availability charge (which has not changed) shall be effective beginning January 1, 2012.
4. The rates attached will be reviewed by staff on an annual basis with recommendations for revision brought to the city council for consideration.

## Public Works Permit Fees - 2012

Date of Revision: 11/16/2011, MWT

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<b><u>Sewer Service Connection Permit</u></b>				
Residential:	\$98.00	\$98.00	\$98.00	<b>\$100.00</b>
Multi-Family/Commercial/Industrial:	\$113.00	\$113.00	\$113.00	<b>\$115.00</b>
Repair:	\$37.00	\$37.00	\$37.00	<b>\$38.00</b>
<b><u>Private Storm Sewer and Utility Main Permit</u></b>				
<b>Storm:</b>				
Private Storm Sewer Main Base Fee:	\$110.00	\$110.00	\$110.00	<b>\$112.00</b>
Connections to existing system, (public):	\$62.00	\$62.00	\$62.00	<b>\$63.00</b>
Connections to existing system, (private):	\$27.00	\$27.00	\$27.00	<b>\$28.00</b>
New Storm Structures, (public):	\$62.00	\$62.00	\$62.00	<b>\$63.00</b>
New Storm Structures, (private):	\$15.00	\$15.00	\$15.00	<b>\$15.00</b>
Open Cut of Public Street:	\$62.00	\$62.00	\$62.00	<b>\$63.00</b>
<b>Sanitary:</b>				
Private Sanitary Sewer Main Base Fee:	\$110.00	\$110.00	\$110.00	<b>\$112.00</b>
Connections to existing system, (public):	\$62.00	\$62.00	\$62.00	<b>\$63.00</b>
Connections to existing system, (private):	\$52.00	\$52.00	\$52.00	<b>\$53.00</b>
New Sanitary Structures, (public):	\$62.00	\$62.00	\$62.00	<b>\$63.00</b>
New Sanitary Structures, (private):	\$52.00	\$52.00	\$52.00	<b>\$53.00</b>
Open Cut of Public Street*:	\$62.00	\$62.00	\$62.00	<b>\$63.00</b>
* Upon adoption of ROW Ordinance and associated fee schedule, this charge will be discontinued				
<b><u>Driveway Construction Permit</u></b>				
Permit:	\$26.00	\$26.00	\$26.00	<b>\$27.00</b>
<b><u>Commercial Parking Lot Paving Permit</u></b>				
Permit:		\$100.00	\$100.00	<b>\$102.00</b>
\$102.00 Base Fee for 0-50,000 SF				
50,000 SF and Greater = Base Fee + (SF over 50,000 SF x 0.002)				
<b><u>Grading Permit</u></b>				
<b>Plan Review Fee:</b>				
<= 50 C.Y.	No Fee	No Fee	No Fee	<b>No Fee</b>
51 to 100 C.Y.	\$35.00	\$35.00	\$35.00	<b>\$36.00</b>
101 to 1000 C.Y.	\$55.00	\$55.00	\$55.00	<b>\$56.00</b>
1001 to 10,000 C.Y.	\$72.00	\$72.00	\$72.00	<b>\$73.00</b>
10,001 to 100,000 C.Y.:	First 10,000 C.Y.	\$72.00	\$72.00	<b>\$73.00</b>
	plus each additional 10,000 C.Y.	\$35.00	\$35.00	<b>\$36.00</b>
100,001 to 200,000 C.Y.:	First 100,000 C.Y.	\$384.00	\$384.00	<b>\$392.00</b>
	plus each additional 10,000 C.Y.	\$20.00	\$20.00	<b>\$20.00</b>
200,000 C.Y. or More:	First 200,000 C.Y.	\$571.00	\$571.00	<b>\$582.00</b>
	plus each additional 10,000 C.Y.	\$13.00	\$13.00	<b>\$13.00</b>
<b>Grading Permit Fee:</b>				
<= 50 C.Y.	\$35.00	\$35.00	\$35.00	<b>\$36.00</b>
51 to 100 C.Y.	\$55.00	\$55.00	\$55.00	<b>\$56.00</b>
101 to 1000 C.Y.	First 100 C.Y.	\$55.00	\$55.00	<b>\$56.00</b>
	plus each additional 100 C.Y.	\$28.00	\$28.00	<b>\$29.00</b>
1001 to 10,000 C.Y.	First 1000 C.Y.	\$278.00	\$278.00	<b>\$284.00</b>
	plus each additional 1000 C.Y.	\$23.00	\$23.00	<b>\$23.00</b>
10,001 to 100,000 C.Y.:	First 10,000 C.Y.	\$460.00	\$460.00	<b>\$469.00</b>
	plus each additional 10,000 C.Y.	\$96.00	\$96.00	<b>\$98.00</b>
100,001 C.Y. or More:	First 100,000 C.Y.	\$1,301.00	\$1,301.00	<b>\$1,327.00</b>
	plus each additional 10,000 C.Y.	\$55.00	\$55.00	<b>\$56.00</b>
<b><u>Water Availability Charge</u></b>				
WAC	\$236.00	\$250.00	\$250.00	<b>\$255.00</b>
<b><u>Additional Charges</u></b>				
All other services requiring additional staff time*	\$54.00	\$54.00	\$54.00	<b>\$55.00</b>

\* Services requiring extensive staff time beyond what is considered reasonable for inspections or other services will be charged \$55.00 per hour

2012 PERMIT FEES - ENGINEERING DEPARTMENT									
GENERAL DEVELOPMENT	Occ./Unit For PAC Calc.	MCES		LOCAL		Grading Escrow	Comment	Typical total Cost	
		SAC	WAC	PAC	SAC				
<b>SFD</b>	*	3.4	\$2,365.00	\$270.00	\$3,540.00	\$130.00	Normal permit	\$8,805.00	
<b>Dup'x. (Double Occupancy)</b>		5.4	\$2,365.00	\$270.00	\$5,620.00	\$130.00	Normal permit (\$1250.00 PER EACH HALF)	\$10,885.00	
<b>T.Hse.</b>	*	2.7	\$2,365.00	\$270.00	\$2,810.00	\$130.00	Normal permit	\$8,575.00	
<b>**Apt's 3-4 Units</b>	*	2.7	\$2,365.00	\$270.00	\$2,810.00	\$130.00	Site permit		
<b>**Apt's 5+ Units</b>	*	1.9	\$2,365.00	\$270.00	\$1,980.00	\$130.00	See Plan Check/Grading or fill permit		
<b>M. Home</b>	*	2.5	\$2,365.00	\$270.00	\$2,600.00	\$130.00	See Plan Check/Grading or fill permit		
<b>Senior Cit. Unit**</b>									
<b>**Apt's 1 BR Units</b>	*	1.1	\$2,365.00	\$270.00	\$1,140.00	\$130.00	See MCES rule for Laundry or Gbg. Disp. reduction qual.		
<b>**Apt's 2 BR Units</b>	*	2.0	\$2,365.00	\$270.00	\$2,080.00	\$130.00	See MCES rule for Laundry or Gbg. Disp. reduction qual.		
<b>Public Housing</b>									
<b>SFD</b>	*	3.4	\$2,365.00	\$270.00	\$3,540.00	\$130.00	See Plan Check/Grading or fill permit	\$8,805.00	
<b>Dup'x. (Double Occupancy)</b>	*	5.4	\$2,365.00	\$270.00	\$5,620.00	\$130.00	See Plan Check/Grading or fill permit	\$10,885.00	
<b>T.Hse.</b>	*	2.7	\$2,365.00	\$270.00	\$2,810.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.	\$8,575.00	
<b>**Apt's</b>	*	2.7	\$2,365.00	\$270.00	\$2,810.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.		
<b>**Apt's 1 BR Units**</b>	*	1.1	\$2,365.00	\$270.00	\$1,140.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.		
<b>**Apt's 2 BR Units**</b>	*	2.0	\$2,365.00	\$270.00	\$2,080.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.		
<b>Comm./Inst.</b>		n/a	\$2,365.00	\$270.00	9% M.V.	\$130.00	Based on sale price, market value OR P.W. Director's letter.		
<b>Indust.</b>		n/a	\$2,365.00	\$270.00	9% M.V.	\$130.00	Based on sale price, market value OR P.W. Director's letter.		
<b>2011 Base Unit values</b>									
SAC per unit (MCES) =			\$2,365.00				MCES SAC RATE (Equals 1 SFD unit)		
SAC per unit (LOCAL) =			\$130.00				LOCAL SAC RATE (Equals 1 SFD unit)		
WAC per unit =			\$270.00				Increased 4% over 2011 (Equals 1 SFD Unit)		
PAC per capita Base Unit =			\$1,040.00				No increase over 2011; Equates to \$3,540.00 for 1 SFD.		
PAC Commercial development = market value - X							9% Same as 2011, check for a negotiated rate.		
Street Open Cut (Escrow)			\$550.00				Per 1/2 paved street surface, assumes normal depth & width + CC&G - are variables. Retention includes 1% interest on refund.		
Grading & Fill Escrow			\$2,500.00				Same as 2011. Retention to include 1% interest on refund.		
<b>MISCELLANEOUS</b>									
<b>CASH CONNECTION CHARGE</b>									
SANITARY SEWER MAIN	*	1 UNIT	\$3,600	\$3,960	\$4,160	\$4,240			
WATER MAIN	*	1 UNIT	\$3,600	\$3,960	\$4,160	\$4,240	Residential Sanitary Sewer Service	\$100.00	
Commercial Development		Per F.F.	\$44	\$48	\$50	\$56	Multi Family Sanitary Sewer Service	\$115.00	
* Based on 1FD W/nominal 75' frontage									
<b>GENERAL ASSESSMENTS</b>									
Complete Street Reconstruction	R	1 UNIT	\$5,460	\$6,000	\$6,600	\$6,600	Connection to Sanitary Sewer or Storm Sewer (Service to Public Main)	\$63.00	
Partial Street Reconstruction	R	1 UNIT	\$4,070	\$4,500	\$4,950	\$4,950	Connection to Sanitary Sewer or Storm Sewer (Service to Private Main)	\$53.00	\$28.00
Bituminous Resurface (full depth)	R	1 UNIT	\$2,850	\$3,140	\$3,450	\$3,450	Pvt Sanitary Sewer Main or Storm Sewer BASE FEE	\$112.00	
Mill & Overlay only	R	1 UNIT	\$2,030	\$2,230	\$2,450	\$2,450	New Sanitary Sewer or Storm Sewer Structure (Public)	\$63.00	
Storm Drainage	R	1 UNIT	\$900	\$990	\$1,090	\$1,090	New Sanitary Sewer or Storm Sewer Structure (Private)	\$53.00	\$15.00
Water Svc (new main)	R	1 UNIT	\$1,240	\$1,360	\$1,500	\$1,500	Open Cut Fee Sanitary Sewer or Storm Sewer PUBLIC STREET	\$63.00	
Water Svc (tap to exist main)	R	1 UNIT	\$1,540	\$1,690	\$1,860	\$1,900	Open Cut Escrow - based on \$550 per 1/2 of street, normal depth 7'-8" *	\$550.00	
Sewer Svc (new main)	R	1 UNIT	\$1,240	\$1,360	\$1,500	\$1,530	Res. Driveway	\$27.00	
Sewer Svc (tap to exist main)	R	1 UNIT	\$2,330	\$2,560	\$2,820	\$2,880			
Comm Asmt Rate (Mains only)	C	Per F.F.							

\* Note Additional length/depth calculations required.  
Updated 11/16/2011 MWV

Note: Assessment rates on 2012 projects will be verified and based on special appraised benefit.  
@ Subject to change

AGENDA REPORT

**TO:** James Antonen, City Manager  
**FROM:** Charles Ahl, Assistant City Manager  
**SUBJECT:** **Cancellation of December 26, 2011 City Council Workshop and Meeting**  
**DATE:** November 22, 2011

**SUMMARY**

Staff is recommending the cancellation of the City Council Workshop and Meeting on Monday December 26<sup>th</sup>, 2011 due to the Christmas holiday. The next regular meeting will be on Monday January 9<sup>th</sup>, 2012.

**RECOMMENDATION**

Staff recommends the City Council motion to cancel the December 26<sup>th</sup> City Council Workshop and Meeting.