

The Listening Forum begins at 6:30 p.m. before the second and fourth regularly scheduled City Council meetings and replaces Visitor Presentations on the City Council Agenda.

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, May 14, 2012
City Hall, Council Chambers
Meeting No. 09-12

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 April 23, 2012 City Council Workshop Minutes
2. Approval of April 23, 2012 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Commission Appointments
 - a. Human Rights Commission
 - b. Community Design Review Board
 - c. Planning Commission
2. GreenStep Cities Presentation – University of Minnesota Student Project – No Report
3. Proclamation for Law Enforcement Week
4. Resolution Recognizing National Public Works Week: May 20-26
5. Human Rights Commission Presentation

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. Spring Clean Up Summary
3. Approval of Resolution for a Temporary Gambling Permit and Waive Permit Fee for St. Paul East Parks Lions – Maplewood Community Center
4. Approval of Resolution for a Temporary Gambling Permit and Waive Permit Fee for St. Paul East Parks Lions – Ramsey County Fair
5. Approval of Resolution Amending ICMA-RC Deferred Compensation Plan
6. Approval of Closure of Debt Service Funds
7. Approval to Dispose of Old Financial Records
8. Resolution Approving PERA Coverage for Local Officials
9. Consider Approval of Contract with Friends of the Mississippi River for Fish Creek Partnership
10. Approval of Resolution Accepting Donation from Maplewood Oakdale Lions Club to City of Maplewood
11. Consider Approval of Contract Extension between the City of Maplewood and ISD 622 for Aquatic Programming Services

12. Approval of Resolution Accepting Donation from Friends of Maplewood Nature to Maplewood Nature Center
13. Approval of Grant Agreement Between the Capitol Region Watershed District and the City of Maplewood, Western Hills Area Street Improvement, City Project 10-14
14. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order Nos. 1 and 2 with Ramsey County, White Bear Avenue Improvements, Project 08-13
15. Approval of Purchase for 2012-2013 Road Salt
16. Approval of Purchase for Bituminous Materials for Trail Overlays
17. Approval of Standard Master Agreement for Professional Services between the City and Bolten & Menk, Inc.
18. Consider Approval of RFP for Community Center for Replacement of Cardio Equipment
19. Approval of Lease for 170 Ton Air Cooled Chiller for Maplewood Community Center
20. Repeal of Resolution 04-09-174 and Approval of Establishing an Absentee Ballot Board
21. Acceptance of Fire Department Training Grant

H. PUBLIC HEARINGS

1. Bartelmy-Meyer Area Street Improvements, City Project 11-14
 - a. Assessment Hearing, 7:00 p.m.
 - b. Resolution Adopting Assessment Roll
 - c. Resolution Receiving Bids and Awarding Construction Contract
 - d. Approval of Purchase for Gethsemane Park Improvements
 - e. Resolution Approving “No Parking” Condition

I. UNFINISHED BUSINESS

1. Approval of Park Dedication Fee Code Revision – Second Reading

J. NEW BUSINESS

1. Acceptance of Comprehensive Annual Financial Report – 2011
2. Preliminary Approval for Issuance of Bonds
3. Approval of Sign Setback Variances—Holiday Stationstore, 280 McKnight Road South
4. Approval of Solid Waste Management Ordinance and Standards – First Reading
5. East Metro Public Safety Training Facility, City Project 09-09
 - a. Resolution Accepting Feasibility Study and Calling for Public Hearing
 - b. Resolution Approving Cooperative Agreement with MnDOT for Property Acquisition

K. AWARD OF BIDS

1. Gladstone Area Redevelopment Improvements – Phase 1: Bid Package 2, Project 04-21, Resolution Receiving Bids and Awarding Construction Contract

L. ADMINISTRATIVE PRESENTATIONS

1. Reminder of Cancellation of May 28th Council Meeting in Observance of Memorial Day
2. Update on Taste of Maplewood Event
3. Gun Range Update

M. COUNCIL PRESENTATIONS

N. ADJOURNMENT

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

RULES OF CIVILITY FOR OUR COMMUNITY

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

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
 5:15 P.M. Monday, April 23, 2012
 Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:19 p.m. by Mayor Rossbach.

B. ROLL CALL

Will Rossbach, Mayor	Present
Robert Cardinal, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present
James Llanas, Councilmember	Present

C. APPROVAL OF AGENDA

The following item was added to the agenda:

E1 Maplewood Community Center Discussion

Councilmember Cardinal moved to approve the agenda as amended.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None.

E. NEW BUSINESS**1. City of Maplewood Commissions**

Assistant City Manager Ahl informed the council that at a future meeting staff will be bringing the topic of the number of commissions the City has to the council for discussion. .

2. Maplewood Community Center Discussion

The council discussed issues the MMC may or may not have with LA Fitness opening a facility in Maplewood.

3. Commissioner Interviews

The city council asked each applicant questions during the interview process for openings on the commissions.

a. Parks & Recreation Commission

Therese Sonnek

b. Human Rights Commission

Timothy Kinley

4. Annexation: Presentation on Process for Consideration – Approximate Start 6:00 p.m.

City Attorney Kantrud introduced Christine Scotillo who will give a small presentation about annexation. Ms. Scotillo presented the report and answered questions of the council.

F. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 6:40 p.m.

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, April 23, 2012
Council Chambers, City Hall
Meeting No. 08-12

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:02 p.m. by Mayor Rossbach.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Will Rossbach, Mayor	Present
Robert Cardinal, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present
James Llanas, Councilmember	Present

D. APPROVAL OF AGENDA

The following items were added to the agenda:

- M1. City & Park Clean-Up
- M2. New Water Meter Installation
- M3. Open Mic – Listening Forum
- M4. Historic Preservation Commission

The following items on the agenda were tabled:

- G11. Approval for Maplewood Community Center Expenditures for Repairs and Maintenance
- G12. Approval for Building Operations Expenditures for Repairs and Maintenance

Councilmember Llanas moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of April 9, 2012 City Council Workshop Minutes

Councilmember Juenemann moved to approve the April 9, 2012 City Council Workshop Minutes as submitted.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

1. Approval of Claims

Mayor Rossbach moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

\$ 273,324.26	Checks # 86807 thru # 86862 dated 4/3/12 thru 4/10/12
\$ 1,675,390.90	Disbursements via debits to checking account dated 4/2/12 thru 4/6/12
\$ 198,025.07	Checks # 86863 thru # 86905 dated 4/17/12
\$ 238,545.61	Disbursements via debits to checking account dated 4/9/12 thru 4/13/12
<hr/>	
\$ 2,385,285.84	Total Accounts Payable

PAYROLL

\$ 493,726.34	Payroll Checks and Direct Deposits dated 4/13/12
\$ 2,180.89	Payroll Deduction check # 9986779 thru # 9986782 dated 4/13/12
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\$ 495,907.23	Total Payroll
<hr/>	
\$ 2,881,193.07	GRAND TOTAL

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Acceptance of Community Design Review Board's 2011 Annual Report

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

Mayor Rossbach moved to approve the Community Design Review Board's 2011 Annual Report.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

3. Approval to Accept Donations to Landfall Cops 'N Kids Fishing Clinic

Patrol Sergeant Dobler presented the staff report.

Mayor Rossbach moved to approve the Resolution authorizing gift to the City for Landfall Cop's 'N Kids Fishing Clinic and that the necessary budget adjustments be made so the donations may be used for costs associated with the fishing clinic.

RESOLUTION 12-4-716
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 donors' terms if so-prescribed, and;

WHEREAS, St. Paul Harley-Davidson and the City of Landfall Village wish to grant the City of Maplewood the following: \$100 and \$700 respectively, and;

WHEREAS, St. Paul Harley-Davidson and the City of Landfall Village have instructed that the City of Maplewood will be required to use the aforementioned for: 2012 Cops & Kids Fishing Clinic in Landfall, 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 gifts by a super majority of its governing body's membership pursuant to Minnesota Statute §465.03;

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

The Maplewood City Council passed this resolution by a super majority vote of its membership on April 23, 2012.

Signed:

Signed:

Witnessed:

(Signature)

(Signature)

(Signature)

Mayor
(Title)

Chief of Police
(Title)

City Clerk
(Title)

(Date)

(Date)

(Date)

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

4. Conditional Use Permit Review – Cottagewood Town House Development, South of Highwood Avenue, east of Dennis Street, west of I-494

Mayor Rossbach moved to approve to review the Conditional Use Permit for the Cottagewood PUD again in one year or sooner if the owner proposes a major change to the site.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

5. Conditional Use Permit Review – Bruentrup Heritage Farm, 2170 County Road D

Mayor Rossbach moved to approve the Conditional Use Permit for Bruentrup Heritage Farm and review again in one year or sooner if a major change is proposed for the site.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

6. Conditional Use Permit Review – Midwest Grounds Maintenance Company, 1949 Atlantic Street

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

Mayor Rossbach moved to approve the Conditional Use Permit for Midwest Grounds Maintenance, 1949 Atlantic Street and review again in October 2013 to ensure completion of the required parking lot pavement.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

7. Approval for Police and Fire Departments to Accept Donation from Maplewood Moose Lodge

Fire Chief Lukin presented the staff report.

Mayor Rossbach moved to approve the Resolution accepting the Donation from the Maplewood Moose Lodge.

RESOLUTION 12-4-717
AUTHORIZING GIFT TO CITY

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

WHEREAS, the Maplewood Moose Lodge wishes to grant the City of Maplewood the following: 12 Tommy Moose stuffed toys, and;

WHEREAS, the Maplewood Moose Lodge has instructed that the City will be required to use the aforementioned for: distribution to children in the City of Maplewood, and;

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

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

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

The Maplewood City Council passed this resolution by a super majority vote of its membership on April 23, 2012.

Signed:

Signed:

Witnessed:

(Signature)

(Signature)

(Signature)

Mayor
(Title)

Chief of Police
(Title)

City Clerk
(Title)

(Date)

(Date)

(Date)

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

- 8. Approval of Purchase for Geotechnical Testing Services for 2012 Mill and Overlays, City Project 11-15

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

Mayor Rossbach moved to approve the City Engineer enter into a contract with Braun Intertech Corporation for Testing and Quality Control-Services for the 2012 Mill and Overlays, City Project 11-15.

Seconded by Councilmember Juenemann

Ayes – Mayor Rossbach, Council Members Juenemann, Koppen and Llanas

Nays – Councilmember Cardinal

The motion passed.

- 9. **TH 36 / English Street Interchange Improvements, City Project 09-08**
 - a. **Resolution Removing the Construction of a Noise Wall**
 - b. **Resolution of Support for Transportation Economic Development Funding Application Submittal**

City Engineer/Deputy Public Works Director Thompson presented the staff report.

Councilmember Juenemann moved to approve the Resolution Removing the Construction of a Noise Wall on TH 36 / English Street Interchange Improvement, City Project 09-08; and the Resolution of Support for submitting the Transportation Economic Development Grant Application for City Project 09-08.

RESOLUTION 12-4-718
RESOLUTION REMOVING THE CONSTRUCTION OF A NOISE WALL FROM THE
TRUNK HIGHWAY 36 AND ENGLISH STREET INTERCHANGE PROJECT

WHEREAS, as part of the Trunk Highway (TH) 36 and English Street Interchange Project, the City has proposed installing a noise wall along the north side of TH 36 between the Bruce Vento Trail Bridge on the west and approximately Germain Street on the east; and

WHEREAS, the City of Maplewood and Minnesota Department of Transportation (MnDOT) convened a Public Hearing in regards to the TH 36/English Street Interchange Project Environmental Assessment/Environmental Assessment Worksheet on February 27, 2012. Comments were received at the public hearing and attendees were encourage to provide input to MnDOT, the Responsible Governmental Unit (RGU) for purposes of the federal and state environmental review. Comments received at the public hearing and during the comment period were provided to the City for review; and

WHEREAS, the City of Maplewood mailed a survey to property owners that are located immediately adjacent to the proposed noise wall located along the north side of TH 36. The survey requested the property owner to state their preference as to whether or not they supported the construction of the noise wall as part of the interchange project; and

WHEREAS, the majority of property owners located immediately adjacent to the proposed noise wall along the north side of TH 36 indicated a preference "NO" to the construction of a noise wall along the north right-of-way line of TH 36 from approximately the just east of the Bruce Vento Trail Bridge to Germain Street; and

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, that the City Council hereby requests that a noise wall not be constructed along the north right-of-way line of TH 36 from approximately the just east of the Bruce Vento Trail Bridge to Germain Street.

RESOLUTION 12-4-719
RESOLUTION OF SUPPORT FOR TRANSPORTATION
ECONOMIC DEVELOPMENT FUNDING APPLICATION SUBMITTAL
TRUNK HIGHWAY 36 AND ENGLISH STREET INTERCHANGE PROJECT

WHEREAS, the Transportation Economic Development solicitation process is targeted toward transportation improvements to promote safety, mobility, and economic development in communities; and

WHEREAS, the proposed project improves safety and mobility and promotes economic development within the corridor; and

WHEREAS, the proposed improvements reflect collaboration between the following partnering agencies, in which a memorandum of agreement was executed in 2010 in order to provide a more efficient use of resources:

- 1) City of Maplewood (Project Lead)
- 2) MnDOT
- 3) Ramsey County Public Works and Parks and Recreation Departments
- 4) Ramsey-Washington Metro Watershed District; and

WHEREAS, a tight diamond interchange is proposed at Trunk Highway (TH) 36 and English Street in the City of Maplewood; and

WHEREAS, the proposed improvements will greatly improve the overall transportation network and encourage economic growth and competitiveness both in Maplewood and the greater region; and

Seconded by Councilmember Cardinal

Ayes – All

The motion passed.

H. PUBLIC HEARING

1. First Reading - Park Dedication Fee Code Revision

Parks Manager Taylor presented the staff report and answered questions of the council.

Mayor Rossbach opened the public meeting. No one spoke.

Mayor Rossbach closed the public meeting.

Councilmember Juenemann moved to approve the First Reading of the Park Dedication Fee Code Revision, Chapter 26, Section 26-126 thru 130.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

I. UNFINISHED BUSINESS

1. 2012 Mill and Overlays, Project 11-15, Resolution Adopting Revised Assessment Roll

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

The following people spoke:

1. Kathleen Delany, Maplewood Resident
2. Mark Bradley, Maplewood Resident
3. Dennis Lindboe, Denco Automotive Maplewood
4. Mark Fredricks speaking on behalf of Alice M. Zuttel, Maplewood Resident

Councilmember Llanas moved to approve the Resolution for Adopting Revised Assessment Roll for the 2012 Mill and Overlays, City Project 11-15.

RESOLUTION 12-4-720 ADOPTING REVISED ASSESSMENT ROLL

WHEREAS, pursuant to a resolution adopted by the City Council on April 9, 2012, the assessment roll for the 2012 Mill and Overlays, City Project 11-15, was presented in a Public Hearing format, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, seventeen (17) property owners filed objections to their assessments according to the requirements of Minnesota Statutes, Chapter 429, summarized as follows:

1. Parcel 17-29-22-32-0001 – Rosoto LLP; 1901 DeSoto Street
It is currently proposed that the property be assessed for 293.23 feet of frontage. The owner is objecting to the assessment on the basis that the property will not receive benefit from the project.
2. Parcel 17-29-22-23-0057 – DeSoto Associates LP; 375 Roselawn Avenue

- It is currently proposed that the property be assessed for 1 unit. The owner is objecting to the assessment on the basis that the property will not receive benefit from the project.
3. Parcel 18-29-22-32-0025 – 337 Group Company, LLC; 1870 Rice Street
It is currently proposed that the property be assessed for 507.39 feet of frontage. The owner is objecting to the assessment on the basis that the assessment amount is greater than benefit to the property.
 4. Parcel 18-29-22-32-0028 – P&B Investments, LLC; 1908 Rice Street
It is currently proposed that the property be assessed for 138.47 feet of frontage. The owner is objecting to the assessment on the basis that the assessment amount is greater than benefit to the property.
 5. Parcel 18-29-22-23-0018 – Alice M. Zittel; 1958 Rice Street
It is currently proposed that the property be assessed for 700.28 feet of frontage. The owner is objecting to the assessment on the basis that the assessment amount is greater than benefit to the property.
 6. Parcel 17-29-22-32-0004 – Church of St. Jerome; 380 Roselawn Avenue East
It is currently proposed that the property be assessed for 812.45 feet of frontage. The owner is objecting to the assessment on the basis that the assessment will create a financial hardship. The owner is also requesting a cancellation or revision of assessment.
 7. Parcel 02-29-22-22-0010 – Percy Pooniwala; 3030 Southlawn Drive North
It is currently proposed that the property be assessed for 127.38 feet of frontage. The owner is objecting to the assessment on the basis that the assessment will create a financial hardship and is requesting an abatement of assessment.
 8. Parcel 24-29-22-33-0011 – John Wykoff; 2345 Maryland Avenue East
It is currently proposed that the property be assessed for 1 unit. The owner is objecting to the assessment on the basis that the assessment will create a financial hardship and requests a cancellation of assessment
 9. Parcel 17-29-22-23-0056 – Kathleen Delaney; 0 Roselawn Avenue East
It is currently proposed that the property be assessed for 1 unit. The owner is objecting to the assessment on the basis that the assessment amount is greater than benefit to the property. The owner is requesting a cancellation of assessment. The owner is also requesting a senior citizen, financial hardship, or undeveloped property deferral. A revision of assessment has also been requested.
 10. Parcel 25-29-22-32-0015 – William B. Robbins; 2277 Stillwater Avenue East
It is currently proposed that the property be assessed for 1 unit. The owner is not objecting to his assessment but requests a discovery of the assessment procedure.
 11. Parcel 13-28-22-11-0018 – John E. Gregerson; 2622 Linwood Avenue East
It is currently proposed that the property be assessed for 1 unit. The owner is objecting to his assessment on the basis that the project will not increase the property value. The owner is requesting a cancellation of assessment.
 12. Parcel 13-28-22-31-0067– Peng Cha; 2492 Highwood Avenue East
It is currently proposed that the property be assessed for 5 units. The owner is requesting a revision of assessment or an undeveloped property deferral.
 13. Parcel 13-28-22-22-0073 – Xia Lor Vang; 2358 Linwood Avenue East
It is currently proposed that the property be assessed for 1 unit. The owner is requesting a cancellation of assessment or a disability/financial hardship deferral.
 14. Parcel 12-28-22-33-0091 – Xia Lor Vang; 2359 Linwood Avenue East
It is currently proposed that the property be assessed for 1 unit. The owner is requesting a cancellation of assessment or a disability/financial hardship deferral.
 15. Parcel 12-28-22-33-0077 – George Oxford; 2305 Linwood Avenue East
It is currently proposed that the property be assessed for 3 units. The owner is requesting an undeveloped property deferral and a senior citizen/disability/financial hardship deferral.
 16. Parcel 36-29-22-13-0019– Denco Automotive, Inc.; 2545 Conway Avenue East
It is currently proposed that the property be assessed for 168.84 feet of frontage. The owner is objecting to the assessment on the basis that the assessment amount is greater than the

benefit received and requests a revision of assessment. The owner requests a financial hardship deferral.

17. Parcel 17-29-22-42-0001– Forest Lawn Memorial Park Association; 1800 Edgerton Street North

It is currently proposed that the property be assessed for 1,470.15 feet of frontage. The owner is objecting to the assessment on the basis that the Forest Lawn Memorial Park Association is a 501(C)(13) exempt organization and therefore cannot be assessed pursuant to Minn. Stat. 306.14. The owner is requesting cancellation of assessment.

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 2012 Mill and Overlays, City Project 11-15:

1. Parcel 17-29-22-32-0001 – Rosoto LLP; 1901 DeSoto Street

It is currently proposed that the property be assessed for 293.23 feet of frontage. The owner is objecting to the assessment on the basis that the property will not receive benefit from the project. Staff recommendation is to deny the request for revision of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal. The owner has submitted a letter formally withdrawing their objection.

2. Parcel 17-29-22-23-0057 – DeSoto Associates LP; 375 Roselawn Avenue

It is currently proposed that the property be assessed for 1 unit. The owner is objecting to the assessment on the basis that the property will not receive benefit from the project. Staff recommendation is to deny the request for revision of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal. The owner has submitted a letter formally withdrawing their objection.

3. Parcel 18-29-22-32-0025 – 337 Group Company, LLC; 1870 Rice Street

It is currently proposed that the property be assessed for 507.39 feet of frontage. The owner is objecting to the assessment on the basis that the assessment amount is greater than benefit to the property. Staff recommendation is to deny a revision of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal.

4. Parcel 18-29-22-32-0028 – P&B Investments, LLC; 1908 Rice Street

It is currently proposed that the property be assessed for 138.47 feet of frontage. The owner is objecting to the assessment on the basis that the assessment amount is greater than benefit to the property. Staff recommendation is to deny a revision of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal.

5. Parcel 18-29-22-23-0018 – Alice M. Zittel; 1958 Rice Street

It is currently proposed that the property be assessed for 700.28 feet of frontage. The owner is objecting to the assessment on the basis that the assessment amount is greater than benefit to the property. Staff recommendation is to deny a revision of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal.

6. Parcel 17-29-22-32-0004 – Church of St. Jerome; 380 Roselawn Avenue East

It is currently proposed that the property be assessed for 812.45 feet of frontage. The owner is objecting to the assessment on the basis that the assessment will create a financial hardship. The owner is also requesting a cancellation or revision of assessment. Staff recommendation is to deny the request for cancellation or revision of assessment as

this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal. Staff recommendation is to grant a financial hardship deferral (8 year) upon approval of necessary paperwork. After the 8 year deferral time period the assessment would become due in total with interest.

7. Parcel 02-29-22-22-0010 – Percy Pooniwala; 3030 Southlawn Drive North
It is currently proposed that the property be assessed for 127.38 feet of frontage. The owner is objecting to the assessment on the basis that the assessment will create a financial hardship and is requesting an abatement of assessment. Staff recommendation is to deny the request for cancellation or revision of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal. Staff recommendation is to grant a financial hardship deferral (8 year) upon approval of necessary paperwork. After the 8 year deferral time period the assessment would become due in total with interest.
8. Parcel 24-29-22-33-0011 – John Wykoff; 2345 Maryland Avenue East
It is currently proposed that the property be assessed for 1 unit. The owner is objecting to the assessment on the basis that the assessment will create a financial hardship and requests a cancellation of assessment. Staff recommendation is to deny the request for cancellation of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal. Staff recommendation is to grant a financial hardship deferral (8 year) upon approval of necessary paperwork. After the 8 year deferral time period the assessment would become due in total with interest.
9. Parcel 17-29-22-23-0056 – Kathleen Delaney; 0 Roselawn Avenue East
It is currently proposed that the property be assessed for 1 unit. The owner is objecting to the assessment on the basis that the assessment amount is greater than benefit to the property. The owner is requesting a cancellation of assessment. The owner is also requesting a senior citizen, financial hardship, or undeveloped property deferral. A revision of assessment has also been requested. Staff recommendation is to deny the request for cancellation or revision of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal. Staff recommendation is to grant a financial hardship, senior citizen, and undeveloped property deferral (8 year) upon approval of necessary paperwork. After the 8 year deferral time period the assessment would become due in total with interest for the financial hardship or senior citizen deferral. For the undeveloped property deferral; if the property remains undeveloped during the entire 8 year deferral time period the assessment will be cancelled. If at any point during the 8 year deferral period the lot is developed the assessment would become active.
10. Parcel 25-29-22-32-0015 – William B. Robbins; 2277 Stillwater Avenue East
It is currently proposed that the property be assessed for 1 unit. The owner is not objecting to his assessment but requests a discovery of the assessment procedure. No adjustments are recommended. Mr. Robbins needs to request this information through the City Attorney.
11. Parcel 13-28-22-11-0018 – John E. Gregerson; 2622 Linwood Avenue East
It is currently proposed that the property be assessed for 1 unit. The owner is objecting to his assessment on the basis that the project will not increase the property value. The owner is requesting a cancellation of assessment. Staff recommendation is to deny the request for cancellation of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal.
12. Parcel 13-28-22-31-0067– Peng Cha; 2492 Highwood Avenue East
It is currently proposed that the property be assessed for 5 units, 4 of which are undeveloped. The owner is requesting a revision of assessment or an undeveloped

property deferral. Staff recommendation is to deny the request for revision of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal. Staff recommendation is to grant an undeveloped property deferral (8 years), for the 4 undeveloped units, upon approval of necessary paperwork. If the property remains undeveloped during the entire 8 year deferral time period the assessment, against the 4 undeveloped units will be cancelled. If at any point during the 8 year deferral period the lot is developed the assessments would become active. No deferral is recommended for the remaining developed unit.

13. Parcel 13-28-22-22-0073 – Xia Lor Vang; 2358 Linwood Avenue East

It is currently proposed that the property be assessed for 1 unit. The owner is requesting a cancellation of assessment or a disability/financial hardship deferral. Staff recommendation is to deny the request for cancellation of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal. Staff recommendation is to grant a financial hardship/disability deferral (8 year) upon approval of necessary paperwork. After the 8 year deferral time period the assessment would become due in total with interest.

14. Parcel 12-28-22-33-0091 – Xia Lor Vang; 2359 Linwood Avenue East

It is currently proposed that the property be assessed for 1 unit. The owner is requesting a cancellation of assessment or a disability/financial hardship deferral. Staff recommendation is to deny the request for cancellation of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal. Staff recommendation is to grant a financial hardship and disability deferral (8 year) upon approval of necessary paperwork. After the 8 year deferral time period the assessment would become due in total with interest.

15. Parcel 12-28-22-33-0077 – George Oxford; 2305 Linwood Avenue East

It is currently proposed that the property be assessed for 3 units, 2 of which are undeveloped. The owner is requesting an undeveloped property deferral and a senior citizen/disability/financial hardship deferral. Staff recommendation is to grant a financial hardship and senior citizen deferral (8 year) for the developed unit upon approval of necessary paperwork. After the 8 year deferral time period the assessment would become due in total with interest for the financial hardship or senior citizen deferral. Staff recommendation is also to grant an undeveloped property deferral (8 years), for the 2 undeveloped units, upon approval of necessary paperwork. If the property remains undeveloped during the entire 8 year deferral time period the assessment will be cancelled. If at any point during the 8 year deferral period the lot is developed the assessment would become active.

16. Parcel 36-29-22-13-0019– Denco Automotive, Inc.; 2545 Conway Avenue East

It is currently proposed that the property be assessed for 168.84 feet of frontage. The owner is objecting to the assessment on the basis that the assessment amount is greater than the benefit received and requests a revision of assessment. The owner requests a financial hardship deferral. Staff recommendation is to deny the request for revision of assessment as this property is being assessed per the City's assessment policy and the assessment does not exceed the benefit to the property as determined through the special benefit appraisal. Staff recommendation is to grant a financial hardship deferral (8 year) upon approval of necessary paperwork. After the 8 year deferral time period the assessment would become due in total with interest.

17. Parcel 17-29-22-42-0001– Forest Lawn Memorial Park Association; 1800 Edgerton Street North

It is currently proposed that the property be assessed for 1,470.15 feet of frontage. The owner is objecting to the assessment pursuant to Minnesota Statute 306.14 as it relates specifically to cemeteries and special assessments. The owner is requesting cancellation

of assessment. Staff recommendation is to grant a cancellation of assessment upon approval of necessary paperwork.

- B. The assessment roll for the 2012 Mil and Overlays, City Project 11-15, as amended, is hereby accepted, a copy of which is attached hereto and made a part hereof. 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.
- C. Such assessments shall be payable in equal annual installments extending over a period of 8 years, the first installments to be payable on or before the first Monday in January 2013 and shall bear interest at the rate of 3.65 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2012. 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 November 15, 2012, pay the whole of the assessment on such property, with interest accrued to the date of the payment, to the city clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and they may, at any time after November 15, 2012, 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 November 15, 2012, but no later than November 16, 2012, 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 23rd day of April 2012.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

J. NEW BUSINESS

1. Consideration of Conditional Use Permit Request for Used Car Sales – Kline Auto World, 2610 Maplewood Drive

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

Jan Shulte, representing Kline Auto addressed and answered questions of the council.

Jean Andersen, North St. Paul Resident addressed and answered questions of the council.

Councilmember Llanas moved to approve the Resolution for the Conditional Use Permit to allow the sale of used cars at 2610 Maplewood Drive.

RESOLUTION 12-4-721
CONDITIONAL USE PERMIT

WHEREAS, Mr. Rick Kline, representing Kline Auto World, applied for a conditional use permit to sell used cars.

WHEREAS, Section 44-512(5) of the city ordinances requires a conditional use permit for the sale and leasing of used motor vehicles.

WHEREAS, this permit applies to the property located at 2610 Maplewood Drive. The legal description is:

Speiser's Arbolada, subject to road and easements and vacated road accruing and except Northeasterly 3 feet; Lot 12, also part of Lots 5 and 10 lying northerly of a line 240 feet northerly of and par with the South line of Block 1 and all of Lot 4 and Lot 11, Block 1; and

Speiser's Arbolada, subject to road and easements and vacated road accruing; part of Lots 5 and 10 lying southerly of a line 240 feet northerly of and par with the South line of Block 1 and all of Lots 6 through 9, Block 1.

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

1. On March 20, 2012, 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 everyone at the hearing a chance to speak and present written statements. The planning commission also considered the report and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On April 23, 2012, the city council considered reports and recommendations of the city staff and planning commission.

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

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

9. The use would cause no more than minimal adverse environmental effects.

Approval is subject to the following conditions:

1. The city council shall review this permit in one year.
2. All activity shall be confined to the site. There shall be no loading or unloading of vehicles on the street rights-of-way.
3. The applicant shall comply with and observe the city's noise ordinance as it relates to PA systems or any other business activity.
4. Comply with all city ordinance requirements for signage and parking.

The Maplewood City Council approved this resolution on April 23, 2012.

Seconded by Councilmember Koppen

Ayes – Mayor Rossbach, Council Member
Cardinal, Koppen and Llanas
Nays – Councilmember Juenemann

The motion passed.

2. Approval of Initial Findings, July 16th Storm Clean-up and Investigation, City Project 11-19

Assistant City Engineer Love presented the staff report and answered questions of the council. Denise Johnson, St. Catherine's student was present and addressed the council.

Councilmember Juenemann moved to approve the Storm Clean-Up and Investigation Report and authorize the City Engineer to prepare work plans for the next 3-5 years to begin implementing the recommended projects.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

K. AWARD OF BIDS

None.

L. ADMINISTRATIVE PRESENTATIONS

None.

M. COUNCIL PRESENTATIONS

1. City and Park Clean-Up

Councilmember Juenemann reported that the City and Park Clean-Up day that was held on Saturday, April 21, 2012 was a successful event. She thanked staff, commissioners, and the police reserves for their efforts in making the event a success. Councilmember Juenemann also thanked Papa Murphy's Pizza for sponsoring the event and providing coupons to distribute to residents that participated in the event.

2. New Water Meter Installation

Councilmember Juenemann informed residents that new water meters are being installed by St. Paul Regional Water and if you have questions, comments or concerns to please contact them. Mayor Rossbach added that the meters are being replaced because the old meters don't record usage as accurately.

3. Open Mic – Listening Forum

Councilmember Koppen asked that the Listening Forum be added to the next Council Manager Workshop for discussion.

4. Historical Preservation Committee

Councilmember Koppen informed residents that at the last few Historical Preservation Commission meetings there have had very good speakers and encouraged residents to view them via web streaming.

N. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 8:56 p.m.

DRAFT

Agenda Report

TO: James W. Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant
DATE: May 8, 2012
SUBJECT: **Appointments to Boards and Commissions**
a. Heritage Preservation Commission
b. Parks & Recreation Commission

INTRODUCTION/SUMMARY

There are a total of _ openings due to commissioner terms ending: four on the Human Rights Commission; one on the Parks & Recreation Commission; one on the Community Design Review Board, one on the Business & Economic Development Commission and three on the Planning Commission. The City has advertised and accepted applications from interested individuals. The City Council then interviewed the candidates for these commissions during Council-Manager Work Session on April 9th, April 23rd, and May 7th and filled out ballots, which staff has tallied.

Through this process, there were not a sufficient number of applicants to fill all of the vacancies. The following positions remain open:

- 2 on the Human Rights Commission (Terms ending 5/1/14, 5/1/15)
- 1 on the Parks & Recreation Commission (Term ending 4/30/15)
- 1 on the Business & Economic Development Commission (Term ending 9/30/13)
- 1 on the Planning Commission (Term ending 12/31/13)

Staff will continue to post for these and accept applications for these openings.

RECOMMENDATION

Staff recommends the City Council approve the attached resolution to appoint candidates to the commissions indicated.

Human Rights Commission

- Maurice Fortin, term expires 5/1/13
- Teresa Manzella, term expires 5/1/14

Community Design Review Board

- Jason Lamers, term expires 4/30/15

Planning Commission

- Paul Arbuckle, term expires 12/31/14
- Larry Durand, term expires 12/31/14

Attachments:

1. Resolution for Appointment

RESOLUTION NO. _____

BE IT RESOLVED THAT THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA:

Hereby appoints the following individuals, who have interviewed with the Maplewood City Council, to serve on the following commissions:

Human Rights Commission

- Maurice Fortin, term expires 5/1/13
- Teresa Manzella, term expires 5/1/14

Community Design Review Board

- Jason Lamers, term expires 4/30/15

Planning Commission

- Paul Arbuckle, term expires 12/31/14
- Larry Durand, term expires 12/31/14

AGENDA REPORT

To: City Manager James Antonen
From: Chief of Police David J. Thomalla
Subject: Approval of Police Week Proclamation
Date: May 7, 2012

Introduction

National Police Week is May 13-19, and it is requested that the City Council recognize the service and sacrifice of law enforcement officers by approving the attached Proclamation.

Background

Since 1962, the week containing May 15 has been observed as National Police Week. May 15 was designated by the Congress and President of the United States as Peace Officers Memorial Day to remember those who have sacrificed their lives or been disabled in the line of duty as well as to honor those who work to protect our communities on a daily basis.

This year, the Maplewood Police Department will be hosting all of the suburban law enforcement agencies in Ramsey County for the First Annual Ramsey County Law Enforcement Memorial Ceremony on Thursday, May 17, at noon, at the Maplewood Police Memorial in front of our City Hall building.

Recommendation

It is recommended that the City Council approve the attached Proclamation in recognition of 2012 National Police Week.

Action Required

Submit to the City Council for review and approval.

DJT:js

PROCLAMATION

To recognize National Police Week 2012 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy:

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Maplewood Police Department;

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including Maplewood Police Sergeant Joseph Bergeron;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 163 officers killed in 2011 and 199 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty was honored during the National Law Enforcement Officers Memorial Fund's 24th Annual Candlelight Vigil on the evening of May 13, 2012;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the Minnesota Law Enforcement Memorial Association's Annual Candlelight Vigil on the evening of May 15, 2012;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 13-19;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families;

THEREFORE, BE IT RESOLVED that the Maplewood City Council formally designates May 13-19, 2012, as Police Week in the City of Maplewood and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

William Rossbach, Mayor

James Llanas, Councilmember

Kathleen Juenemann, Councilmember

Marvin Koppen, Councilmember

Robert Cardinal, Councilmember

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Dep. Director of Public Works / City Engineer
SUBJECT: Resolution Recognizing National Public Works Week: May 20-26, 2012
DATE: May 7, 2012

INTRODUCTION

The council will consider adopting a resolution recognizing National Public Works Week: May 20-26, 2012.

BACKGROUND / DISCUSSION

This is an opportunity to recognize the importance public works plays in the daily lives of residents. Whether snow plowing, maintaining roads, ensuring the sewer systems are flowing, prepping park fields, engineering new streets & utilities, or responding to public concerns... each is a key component in providing quality services to the residents of Maplewood.

At times many of these important tasks are taken for granted. This is an opportunity to recognize public works and its vital contributions to improving quality of life both nationally and within Maplewood. I would like to recognize the City of Maplewood’s Public Works staff for its dedication in enhancing the health, safety, and quality of life for all of our residents!

<u>NAME</u>	<u>YEARS OF SERVICE</u>
ADAMS, DAVE	4
AICHELE, CRAIG	14
BRINK, TROY	11
BUCKLEY, BRENT	6
BURLINGAME, NATE	5
DEBILZAN, TOM	13
DUCHARME, JOHN	23
EDGE, DOUG	18
EDSON, DAVE	33
ENGSTROM, ANDY	9
GERMAIN, DAVE	38
HAAG, MARK	12
HAMRE, MILES	1
HAYS, TAMARA	1
HINNENKAMP, GARY	19
JACOBSON, SCOTT	8
JAROSCH, JON	7
JONES, DON	13
KNUTSON, LOIS	8
KUMMER, STEVEN	6
LINDBLOM, RANDY	24
LOVE, STEVE	4

MEISSNER, BRENT	4
NAGEL, BRYAN	24
NAUGHTON, JOHN	11
NIVEN, AMY	12
NORDQUIST, RICHARD	18
ORE, JORDAN	1
OSWALD, ERICK	25
PRIEM, STEVEN	16
RUIZ, RICARDO	1
RUNNING, BOB	7
SCHULTZ, SCOTT	14
TEVLIN, TODD	11
WOEHRLE, MATT	7

RECOMMENDATION

It is recommended that the city council adopt the attached Resolution Recognizing National Public Works Week: May 20-26.

- Attachments:
1. Resolution

**CITY OF MAPLEWOOD
PROCLAMATION
PUBLIC WORKS WEEK
May 20 through May 26, 2012**

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, traffic safety and water quality; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of all public works professionals; and

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council hereby proclaim the week of May 20 through May 26, 2012 as Public Works Week and encourages all citizens and civic organizations to acquaint themselves with the various aspects of public works service delivery and to recognize the contributions made by public works professionals every day to our health, safety, comfort, and quality of life.

CITY OF MAPLEWOOD
CITY COUNCIL

By: _____
Its Mayor

Attest: _____
Its Clerk

Motion made by:
Seconded by:
Those in favor:
Those against:
Dated:

CERTIFICATION

I, _____, Clerk of the City of Maplewood, Minnesota, do hereby certify that the foregoing resolution was duly passed and adopted by the City Council of the City of Maplewood, Minnesota, in a regular meeting thereof assembled this 14th day of May, 2012.

_____, City Clerk

MEMORANDUM

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Direction Citizen Services
RE: Human Rights Commission Presentation
DATE: May 9, 2012

Councilmember Llanas serves as the Council liaison to the Human Rights Commission. At his request the Commission Chair, Jon Brandt will be present to give an update on two issues that the Commission will be addressing in 2012.

The Commission is hoping for Council support and input on these endeavors.

I have attached information that will be discussed for council review.

Maplewood Human Rights Commission

The Future of Marriage in Minnesota

A Public Education Forum

General Concept

Have two public forums at the Maplewood Community Center Theater on different weeknights, one in early September, one in mid October. If promoted well, a lot of people will be interested, and may not be able to attend one night. We'll learn from the first one and do the second one better! We can anticipate that the interest will increase with the swell of media attention as we get closer to Election Day (11/6)

Topics that could be discussed:

- 1) How is marriage a political issue?
- 2) Is the Constitution rather than statute the right place for marriage laws?
- 3) The US and Minnesota Constitutions historically protect and extend individual rights rather than limit them. Is this a dangerous precedence?
- 4) Does the right of gays to serve in the military having any bearing on the right of gays to marry?
- 5) Do all organized religions agree on the marriage amendment?
- 6) What are the social consequences for or against gay marriage?
- 7) Are there really 515 "benefits" accorded to married people?
- 8) Is there a generational divide on marriage?
- 9) How might a marriage amendment affect businesses?
- 10) What do marriage laws look like in other states?
- 11) What states have allowed gay marriage and how is it working?
- 12) What states have banned gay marriage and how is it working?
- 13) Should secular or civil marriage be separated from religious marriage?
- 14) How have the courts ruled on gay marriage?
- 15) What is the history of court rulings on the right to marriage?
- 16) How is marriage like or different from other civil rights issues?
- 17) What is the likelihood that the US Supreme Court is going to decide this?

Suggested Framework of the Forum

- 1) A Tuesday or Wednesday evening 7 pm to 9 pm
- 2) Four or five speakers presenting points of view (60 minutes)
- 3) Facilitator—Jon Brandt, as chair of the HRC
- 4) After the presentations, questions from the audience (30 min)
- 5) Small group activity with refreshments to encourage discussion. (30 min)
- 6) A feedback questionnaire/poll for the participants to fill out

Suggested Dates:

Tuesday, September 11, 2012, in the Community Center Theater

Tuesday, October 23, 2012 in the Community Center Banquet Room

Some politicians that could be invited:

Leon Lillie,* Dist. 55A MN House (North St. Paul, Maplewood)

Nora Slawik,* Dist. 55B MN House, (Oakdale, Maplewood)

Chuck Wiger,* Dist. 55 MN Senate (Maplewood, North St. Paul, Oakdale)

Betty McCollum, US House Congressional District 4, MN

Amy Klobuchar, US Senate, MN

Al Franken, US Senate, MN

VOTER ID IN MINNESOTA

Maplewood Human Rights Commission Statement:

May 8, 2012

Next November, during the General Election, Maplewood voters will be asked to vote on a proposed amendment to the Minnesota Constitution for voter identification requirements. There are arguments for and against voter identification. The Maplewood Human Rights commission is proposing that we host an education forum at our regular HRC meeting in September or October on the subject. An ad hoc committee of the HRC would organize and invite a few community members to speak both for and against the amendment and attendees would be invited to ask questions. The event would support the mission of the HRC to educate the residents of Maplewood to be informed on issues of human rights and civil rights.

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AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: May 14, 2012

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:

\$ 343,546.31	Checks # 86907 thru # 86951 dated 4/16/12 thru 4/24/12
\$ 362,393.42	Disbursements via debits to checking account dated 4/16/12 thru 4/20/12
\$ 304,863.66	Checks # 86952 thru # 86999 dated 4/24/12 thru 5/1/12
\$ 234,577.46	Disbursements via debits to checking account dated 4/23/12 thru 4/27/12
\$ 355,147.83	Checks # 87000 thru # 87049 dated 5/1/12 thru 5/8/12
\$ 432,577.53	Disbursements via debits to checking account dated 4/30/12 thru 5/4/12
<u>\$ 1,245,380.85</u>	Total Accounts Payable

PAYROLL

\$ 496,491.39	Payroll Checks and Direct Deposits dated 4/27/12
\$ 2,180.89	Payroll Deduction check # 9986807 thru # 9986810 dated 4/27/12
<u>\$ 498,672.28</u>	Total Payroll
<u>\$ 1,744,053.13</u>	<u>GRAND TOTAL</u>

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**

04/20/2012

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
86907	04/16/2012	02464	US BANK FUNDS FOR ATMS	10,000.00
86908	04/17/2012	03738	CHARLES E. BETHEL ATTORNEY SRVS FEES/RENT - MAY	6,775.00
86909	04/24/2012	00585	GOPHER STATE ONE-CALL NET BILLABLE TICKETS - MARCH	304.50
86910	04/24/2012	04206	H.A. KANTRUD ATTORNEY SRVS FEES/RENT - MAY	15,150.00
86911	04/24/2012	04917	LUNDA CONSTRUCTION CO. PROJ 04-21 GLADSTONE PARTPMT#6	35,374.19
86912	04/24/2012	00985	METROPOLITAN COUNCIL WASTEWATER - MAY	202,927.10
86913	04/24/2012	01202	NYSTROM PUBLISHING CO INC MAPLEWOOD/NSP BROCHURE - APRIL	10,921.23
86914	04/24/2012	01819	PAETEC LOCAL PHONE SERVICE 02/15 - 03/14	760.71
86915	04/24/2012	01941	PATRICK TROPHIES AWARDS FOR 2011/2012 YOUTH B-BALL	2,027.64
86916	04/24/2012	01463	SISTER ROSALIND GEFRE MCC MASSAGES - MARCH 16-31	819.00
86917	04/24/2012	01574	T.A. SCHIFSKY & SONS, INC BITUMINOUS MATERIALS NOT TO EXCEED	2,691.24
	04/24/2012	01574	T.A. SCHIFSKY & SONS, INC BITUMINOUS MATERIALS NOT TO EXCEED	1,217.51
86918	04/24/2012	01190	XCEL ENERGY ELECTRIC & GAS UTILITY	5,373.43
	04/24/2012	01190	XCEL ENERGY ELECTRIC & GAS UTILITY	2,138.65
	04/24/2012	01190	XCEL ENERGY ELECTRIC & GAS UTILITY	352.22
	04/24/2012	01190	XCEL ENERGY FIRE SIRENS	52.86
86919	04/24/2012	01047	3M DG3 FILM FOR SIGN FABRICATION	2,925.70
86920	04/24/2012	05003	AMERICAN DREAM BUILDERS REFUND ESCROW 2535 DAHL	2,515.00
86921	04/24/2012	00111	ANIMAL CONTROL SERVICES PATROL 3/19-4/8 BOARDING 3/19&3/25	1,954.00
86922	04/24/2012	00116	APPEARANCE PLUS CAR WASH CORP POLICE CAR WASHES - FEB & MARCH	237.39
86923	04/24/2012	05000	WILLIAM J. BODZIAK TRAINING FEE	300.00
86924	04/24/2012	03619	DRAIN KING INC SEWER TELEVISIONING & CLEANING	415.00
86925	04/24/2012	02921	MICHAEL J DUGAS REIMB FOR MEALS 3/26 - 3/30	63.59
86926	04/24/2012	04944	HILLCREST VENTURES LLC BANQUET ROOM ORDERS - MARCH	880.01
86927	04/24/2012	03875	JASON KREGER REIMB FOR MILEAGE 3/13 - 3/21	22.76
	04/24/2012	03875	JASON KREGER REIMB FOR MILEAGE 2/29 - 3/9	16.10
86928	04/24/2012	00827	L M C I T RETRO PREMIUM PLAN ADJUSTMENT	18,630.00
86929	04/24/2012	04900	LASTING IMPRESSIONS BY AMY LLC CEILING DRAPING MCC 3/17 BRIDE PD	700.00
86930	04/24/2012	05004	GLEN MCCARTY REIMB FOR MEALS 3/29 - 3/30	18.85
86931	04/24/2012	01175	CITY OF NORTH ST PAUL MONTHLY UTILITIES - APRIL	2,737.27
	04/24/2012	01175	CITY OF NORTH ST PAUL FIBER OPTIC ACCESS CHARGE - APRIL	1,000.00
86932	04/24/2012	00001	ONE TIME VENDOR REIMB J KEMP - DRIVEWAY	1,925.00
86933	04/24/2012	00001	ONE TIME VENDOR REFUND B OPHEIM PREF ONE BENEFIT	220.00
86934	04/24/2012	00001	ONE TIME VENDOR REFUND K DRESLER DISCOUNT	124.53
86935	04/24/2012	00001	ONE TIME VENDOR REFUND J MORGAN HP BENEFIT	100.00
86936	04/24/2012	00001	ONE TIME VENDOR REFUND M O'CONNOR CAMP	99.00
86937	04/24/2012	00001	ONE TIME VENDOR REFUND D SULLIVAN CORP DISCOUNT	88.38
86938	04/24/2012	00001	ONE TIME VENDOR REFUND K MARKERT SWIM LESSONS	68.00
86939	04/24/2012	00001	ONE TIME VENDOR REFUND T GOEBEL ADMISSION CHG	6.43
86940	04/24/2012	01311	PERA OMITTED DEDUCTIONS - PERA	3,093.10
86941	04/24/2012	00396	DEPT OF PUBLIC SAFETY SRVS (CJDN) PROVIDED TO PD-1ST QTR	1,920.00
86942	04/24/2012	01341	RAMSEY CTY FIRE CHIEFS ASSN TRAINING	45.00
86943	04/24/2012	05001	SUSAN REED SPEAKER FOR COMM GARDEN PROG	100.00
86944	04/24/2012	01340	REGIONS HOSPITAL CADAVER LAB	1,260.00
86945	04/24/2012	03830	RIVERLAND COMMUNITY COLLEGE TRAINING	1,000.00
86946	04/24/2012	04875	SGC HORIZON LLC PUBLICATION OF AD	374.50
	04/24/2012	04875	SGC HORIZON LLC PUBLICATION OF AD	154.00
86947	04/24/2012	01836	CITY OF ST PAUL SRVS PROVIDED TO PD - APRIL ADD'L	1,398.09
	04/24/2012	01836	CITY OF ST PAUL CRIME LAB SERVICES - MARCH	210.00
	04/24/2012	01836	CITY OF ST PAUL RADIO SHOP SERVICES - MARCH	104.76
86948	04/24/2012	01578	T R F SUPPLY CO. SAFETY GLOVES FOR PARKS & UTILITY	203.40
	04/24/2012	01578	T R F SUPPLY CO. SILICONE SPRAY LUBE	105.80
86949	04/24/2012	01669	TWIN CITIES TRANSPORT & FORFEITED VEHICLE TOWING - MARCH	1,117.47
86950	04/24/2012	04357	UNIVERSAL HOSPITAL SRVS, INC. REPAIR POWER STRETCHER	243.90
86951	04/24/2012	01725	VOLUNTEER FIREFIGHTER'S INSURANCE FEE	284.00

343,546.31

45 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
4/16/2012	MN State Treasurer	Drivers License/Deputy Registrar	34,520.39
4/16/2012	P.E.R.A.	P.E.R.A.	86,074.51
4/16/2012	U.S. Treasurer	Federal Payroll Tax	90,674.20
4/16/2012	VANCO	Billing fee	154.25
4/17/2012	Labor Unions	Union Dues	1,886.00
4/17/2012	MidAmerica - ING	HRA Flex plan	16,613.90
4/17/2012	MN State Treasurer	Drivers License/Deputy Registrar	20,347.37
4/18/2012	MN State Treasurer	State Payroll Tax	19,473.36
4/18/2012	MN State Treasurer	Drivers License/Deputy Registrar	27,556.74
4/19/2012	MN State Treasurer	Drivers License/Deputy Registrar	18,649.24
4/20/2012	MN Dept of Natural Resources	DNR electronic licenses	1,638.50
4/20/2012	MN Dept of Revenue	Sales Tax	9,682.00
4/20/2012	MN State Treasurer	Drivers License/Deputy Registrar	35,122.96
TOTAL			<u><u>362,393.42</u></u>

**Check Register
City of Maplewood**

04/27/2012

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
86952	04/24/2012	00986	METROPOLITAN COUNCIL	MONTHLY SAC - MARCH	7,024.05
86953	05/01/2012	02149	HEIDI CAREY	MARKETING & ADVERTISING - APRIL	4,000.00
86954	05/01/2012	00241	CSI SOFTWARE	KEY TAGS FOR MCC	1,420.00
86955	05/01/2012	03759	HOTSY EQUIPMENT OF MN	SRVS ON PRESSURE WASHER	573.02
86956	05/01/2012	03809	CASIE JACKSON	RED CROSS CLASS INSTRUCTION	144.00
86957	05/01/2012	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 3/31	80,587.61
	05/01/2012	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 04-21 PROF SRVS THRU 3/31	22,401.73
	05/01/2012	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 08-13 PROF SRVS THRU 3/31	9,019.25
86958	05/01/2012	04060	MES - MIDAM	SCBA REPAIR	757.50
86959	05/01/2012	04316	CITY OF MINNEAPOLIS RECEIVABLES	AUTO PAWN SYSTEM - MARCH	639.60
86960	05/01/2012	01337	RAMSEY COUNTY-PROP REC & REV	PROJ 02-07 FILING DEEDS/DOCUMENTS	449.40
86961	05/01/2012	01409	S.E.H.	PROJ 09-08 ENGINEERING SERVICES	65,488.48
	05/01/2012	01409	S.E.H.	PROJ 04-21 ENGINEERING SERVICES	37,503.60
	05/01/2012	01409	S.E.H.	PROJ 09-08 ENGINEERING SERVICES	29,555.88
	05/01/2012	01409	S.E.H.	PROJ 11-22 ENGINEERING SERVICES	4,222.45
	05/01/2012	01409	S.E.H.	PROJ 11-19 ENGINEERING SERVICES	2,712.66
	05/01/2012	01409	S.E.H.	ENGINEERING SERVICES	918.01
	05/01/2012	01409	S.E.H.	PROJ 11-15 ENGINEERING SERVICES	625.14
	05/01/2012	01409	S.E.H.	GLADSTONE ROOF ARCHITECT	390.90
	05/01/2012	01409	S.E.H.	PROJ 06-02 ENGINEERING SERVICES	367.89
	05/01/2012	01409	S.E.H.	POLICE DEPT EXPAND	200.75
86962	05/01/2012	01190	XCEL ENERGY	ELECTRIC UTILITY	14,661.15
	05/01/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	5,901.18
	05/01/2012	01190	XCEL ENERGY	PROJ 10-14 INSTALL POLES/FIXTURES	1,030.00
86963	05/01/2012	03744	ANTHONY BARILLA, JR	REFS 1ST HALF SPRING VOLLEYBALL	50.00
86964	05/01/2012	01974	BLUE CROSS REFUNDS	REFUND BCBS TRANS MEDIC	1,378.06
86965	05/01/2012	01865	DON BOWMAN	ASSIGNMENTS 1ST HALF SPRING V-BALL	128.00
86966	05/01/2012	00221	BROCK WHITE COMPANY, LLC.	CURLEX-RESTORATION CULVERT	210.54
86967	05/01/2012	01871	KENNETH COOPER	REFS 1ST HALF SPRING VOLLEYBALL	150.00
86968	05/01/2012	04846	HEALTHEAST	MEDICAL SUPPLIES	426.28
86969	05/01/2012	03538	PATRICK JAMES HUBBARD	REFS 1ST HALF SPRING VOLLEYBALL	300.00
86970	05/01/2012	03978	KANE'S CATERING SERVICE, INC	CATERING MCC 4/14	900.00
86971	05/01/2012	04420	ROBIN MCNULTY	REFS 1ST HALF SPRING VOLLEYBALL	150.00
86972	05/01/2012	03818	MEDICA	REFUND FOR TRANS MEDIC	465.93
86973	05/01/2012	00983	METRO SALES INC	LEASE PMT 04/15/12 TO 05/15/12	864.62
86974	05/01/2012	04142	POLLY MEYER	DANCE INSTRUCTION	70.00
86975	05/01/2012	03861	NORTHWEST LASERS, INC	SURVEY SUPPLIES	445.24
	05/01/2012	03861	NORTHWEST LASERS, INC	TOTAL STATION REPAIR	190.00
	05/01/2012	03861	NORTHWEST LASERS, INC	TOTAL STATION REPAIR	190.00
86976	05/01/2012	00001	ONE TIME VENDOR	REFUND R OSWALD MEMBERSHIP	342.80
86977	05/01/2012	00001	ONE TIME VENDOR	REFUND M FRANZ UCARE BENEFIT	195.00
86978	05/01/2012	00001	ONE TIME VENDOR	REFUND TROLANDER BC BENEFIT	120.00
86979	05/01/2012	00001	ONE TIME VENDOR	REFUND ANDERSON HP BENEFIT	120.00
86980	05/01/2012	00001	ONE TIME VENDOR	REFUND D KOLBECK TRANS MEDIC	86.50
86981	05/01/2012	00001	ONE TIME VENDOR	REFUND T ROUNGOU UCARE BENEFIT	75.00
86982	05/01/2012	00001	ONE TIME VENDOR	REFUND A BROWN CORRECT CK AMT	74.25
86983	05/01/2012	00001	ONE TIME VENDOR	REFUND A EVANS TRANS MEDIC	50.00
86984	05/01/2012	00001	ONE TIME VENDOR	REFUND J KNUTSON BCBS BENEFIT	40.00
86985	05/01/2012	00001	ONE TIME VENDOR	REFUND GRAMSE HP BENEFIT	40.00
86986	05/01/2012	00001	ONE TIME VENDOR	REFUND L VANDALEN TRANS MEDIC	30.00
86987	05/01/2012	00001	ONE TIME VENDOR	REFUND C JACOBSON HP BENEFIT	20.00
86988	05/01/2012	00001	ONE TIME VENDOR	REFUND R ADELSMAN UCARE BENEFIT	15.00
86989	05/01/2012	00001	ONE TIME VENDOR	REFUND T LICKLIDER BANK ERROR	5.00
86990	05/01/2012	02001	CITY OF ROSEVILLE	PHONE SERVICE - APRIL	1,436.20
	05/01/2012	02001	CITY OF ROSEVILLE	JOINT POWERS BILLING - APRIL	666.66
86991	05/01/2012	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - APRIL	100.00
86992	05/01/2012	01418	SAM'S CLUB DIRECT	SUPPLIES FOR PARK CLEAN UP	204.88
	05/01/2012	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE - CONCESSIONS	177.92
	05/01/2012	01418	SAM'S CLUB DIRECT	EMPLOYEE RECOGNITION SUPPLIES	20.30
	05/01/2012	01418	SAM'S CLUB DIRECT	CARD CLUB SUPPLIES	15.96

86993	05/01/2012	04262	GREG SCHULZE	GOLF INSTRUCTION	387.00
86994	05/01/2012	01903	EDNA SPANGLER	REFUND DAY TRIP	84.00
86995	05/01/2012	01836	CITY OF ST PAUL	JOINT POWER AGREEMNT JAN-MARCH	2,700.00
86996	05/01/2012	01915	NANCY STEFFEN	REFS 1ST HALF SPRING VOLLEYBALL	75.00
86997	05/01/2012	05005	SUN CONTROL OF MINNESOTA	WINDOW FILM ON PD REPORT ROOM	185.00
86998	05/01/2012	01578	T R F SUPPLY CO.	MISC SUPPLIES	628.80
	05/01/2012	01578	T R F SUPPLY CO.	SHOP TOWELS	380.47
86999	05/01/2012	01872	MARK WEBER	REFS 1ST HALF SPRING VOLLEYBALL	75.00

304,863.66

48 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
4/23/2012	MN State Treasurer	Drivers License/Deputy Registrar	23,576.70
4/23/2012	Pitney Bowes	Postage	2,985.00
4/23/2012	MN Dept of Revenue	Fuel Tax	372.12
4/23/2012	Optum Health	DCRP & Flex plan payments	7,091.10
4/24/2012	MN State Treasurer	Drivers License/Deputy Registrar	23,645.86
4/25/2012	MN State Treasurer	Drivers License/Deputy Registrar	54,246.81
4/26/2012	MN State Treasurer	Drivers License/Deputy Registrar	31,560.44
4/27/2012	MN State Treasurer	Drivers License/Deputy Registrar	20,267.46
4/27/2012	MN Dept of Natural Resources	DNR electronic licenses	1,300.75
4/27/2012	US Bank VISA One Card*	Purchasing card items	37,710.70
4/27/2012	ICMA (Vantagepointe)	Deferred Compensation	4,295.15
4/27/2012	ING - State Plan	Deferred Compensation	27,389.00
4/27/2012	US Bank	Bank fees	136.37
TOTAL			<u><u>234,577.46</u></u>

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
04/12/2012	04/16/2012	GRAND VIEW LODGE & TENNIS	\$247.18	R CHARLES AHL
04/12/2012	04/16/2012	STREICHER'S MPLS	\$137.98	MARK ALDRIDGE
04/12/2012	04/16/2012	JOANN ETC #1970	\$90.09	MANDY ANZALDI
04/12/2012	04/16/2012	TARGET 00011858	\$22.54	MANDY ANZALDI
04/11/2012	04/13/2012	FOOT LOCKER 25032	\$105.00	LONN BAKKE
04/12/2012	04/13/2012	CUB FOODS, INC.	\$11.98	LONN BAKKE
04/19/2012	04/20/2012	LA POLICE GEAR INC	\$206.94	PAUL BARTZ
04/20/2012	04/20/2012	GOVERNMENT FINANCE OFFIC	(\$11.67)	GAYLE BAUMAN
04/11/2012	04/12/2012	UNIFORMS UNLIMITED INC.	\$222.98	STANLEY BELDE
04/11/2012	04/12/2012	UNIFORMS UNLIMITED INC.	\$9.62	STANLEY BELDE
04/12/2012	04/16/2012	BEST BUY MHT 00000109	\$235.66	STANLEY BELDE
04/14/2012	04/16/2012	UNIFORMS UNLIMITED INC.	\$25.99	MARKESE BENJAMIN
04/13/2012	04/16/2012	PROVANTAGE LLC	\$291.31	CHAD BERGO
04/19/2012	04/20/2012	ID AMERICA	\$33.45	CHAD BERGO
04/06/2012	04/09/2012	BLUE RIBBON BAIT & TACKLE	\$10.68	OAKLEY BIESANZ
04/18/2012	04/18/2012	AMAZON.COM	\$699.00	NEIL BRENEMAN
04/18/2012	04/18/2012	AMAZON.COM	\$699.00	NEIL BRENEMAN
04/09/2012	04/10/2012	JOHN DEERE LANDSCAPES530	\$20.80	TROY BRINK
04/11/2012	04/13/2012	OAKDALE RENTAL CENTER	\$207.82	TROY BRINK
04/16/2012	04/17/2012	FASTENAL COMPANY01	\$91.36	TROY BRINK
04/10/2012	04/11/2012	MENARDS 3059	\$13.98	NATHAN BURLINGAME
04/05/2012	04/09/2012	PARTYPLUS4LESS.COM	\$48.76	SARAH BURLINGAME
04/09/2012	04/11/2012	THE OLIVE GARD00012005	\$98.72	SARAH BURLINGAME
04/12/2012	04/13/2012	PANERA BREAD #1305	\$83.47	SARAH BURLINGAME
04/13/2012	04/16/2012	FIRST SHRED	\$49.50	SARAH BURLINGAME
04/14/2012	04/16/2012	CURTIS 1000 INC.	\$58.02	SARAH BURLINGAME
04/05/2012	04/09/2012	THE HOME DEPOT 2801	(\$34.26)	SCOTT CHRISTENSON
04/05/2012	04/09/2012	THE HOME DEPOT 2801	\$36.96	SCOTT CHRISTENSON
04/09/2012	04/10/2012	VIKING ELECTRIC - CREDIT	(\$64.13)	SCOTT CHRISTENSON
04/09/2012	04/10/2012	VIKING ELECTRIC - CREDIT	\$60.12	SCOTT CHRISTENSON
04/10/2012	04/12/2012	NAPA STORE 3279016	\$2.45	SCOTT CHRISTENSON
04/17/2012	04/18/2012	VIKING ELECTRIC - CREDIT	\$105.81	SCOTT CHRISTENSON
04/16/2012	04/17/2012	PAYPAL *HOWARD TECH	\$803.31	KERRY CROTTY
04/18/2012	04/19/2012	NAT ASSN TOWN WATCH	\$35.00	KERRY CROTTY
04/06/2012	04/09/2012	G&K SERVICES 182	\$80.34	CHARLES DEAVER
04/09/2012	04/11/2012	RYCO SUPPLY COMPANY	\$89.59	CHARLES DEAVER
04/17/2012	04/19/2012	THE HOME DEPOT 2810	\$10.71	CHARLES DEAVER
04/18/2012	04/19/2012	KNOWLAN'S MARKET #2	\$8.80	CHARLES DEAVER
04/19/2012	04/20/2012	FRATTALLONES WOODBURY AC	\$4.20	CHARLES DEAVER
04/16/2012	04/17/2012	VIKING INDUSTRIAL CENTER	\$56.39	THOMAS DEBILZAN
04/16/2012	04/18/2012	MENARDS 3059	\$37.61	THOMAS DEBILZAN
04/17/2012	04/18/2012	CDW GOVERNMENT	\$109.27	RICHARD DOBLAR
04/06/2012	04/09/2012	THE HOME DEPOT 2801	\$33.79	TOM DOUGLASS
04/09/2012	04/11/2012	THE HOME DEPOT 2801	\$62.05	TOM DOUGLASS
04/10/2012	04/12/2012	NU AIR USA CORP	\$17.47	TOM DOUGLASS
04/11/2012	04/12/2012	MINNESOTA ELEVATOR INC	\$516.66	TOM DOUGLASS
04/11/2012	04/12/2012	WW GRAINGER	\$18.10	TOM DOUGLASS
04/11/2012	04/16/2012	MED-FIT SYSTEMS, INC.	\$74.73	TOM DOUGLASS
04/12/2012	04/12/2012	SPORTSMITH	\$63.20	TOM DOUGLASS
04/13/2012	04/16/2012	CYBEX - 01	\$137.47	TOM DOUGLASS
04/16/2012	04/18/2012	SPECTRUM PRODUCTS	\$17.32	TOM DOUGLASS
04/17/2012	04/19/2012	SPECTRUM PRODUCTS	\$20.67	TOM DOUGLASS
04/18/2012	04/19/2012	WW GRAINGER	\$965.22	TOM DOUGLASS
04/06/2012	04/09/2012	RED WING SHOE STORE	\$186.99	DOUG EDGE

04/13/2012	04/16/2012	JOHN DEERE LANDSCAPES530	\$85.70	DOUG EDGE
04/18/2012	04/19/2012	LTG POWER EQUIPMENT	\$17.12	DOUG EDGE
04/18/2012	04/20/2012	THE HOME DEPOT 2801	\$49.50	DOUG EDGE
04/12/2012	04/13/2012	HENRIKSEN ACE HARDWARE	\$2.12	DAVE EDSON
04/18/2012	04/19/2012	JOHN DEERE LANDSCAPES530	\$40.73	DAVE EDSON
04/18/2012	04/19/2012	JOHN DEERE LANDSCAPES530	\$45.31	DAVE EDSON
04/19/2012	04/20/2012	JOHN DEERE LANDSCAPES530	\$11.41	DAVE EDSON
04/06/2012	04/09/2012	WALGREENS #01751	\$267.44	PAUL E EVERSON
04/06/2012	04/09/2012	MCDONALD'S F6493	\$5.55	LARRY FARR
04/06/2012	04/09/2012	G&K SERVICES 182	\$643.70	LARRY FARR
04/06/2012	04/09/2012	G&K SERVICES 182	\$394.48	LARRY FARR
04/06/2012	04/09/2012	AQUA LOGICS INC	\$87.05	LARRY FARR
04/09/2012	04/11/2012	OFFICE MAX	(\$12.31)	LARRY FARR
04/09/2012	04/11/2012	OFFICE MAX	\$169.50	LARRY FARR
04/09/2012	04/11/2012	THE HOME DEPOT 2810	\$86.58	LARRY FARR
04/13/2012	04/16/2012	NUCO2 01 OF 01	\$95.74	LARRY FARR
04/13/2012	04/16/2012	NUCO2 01 OF 01	\$99.73	LARRY FARR
04/13/2012	04/16/2012	NUCO2 01 OF 01	\$80.96	LARRY FARR
04/13/2012	04/16/2012	NUCO2 01 OF 01	\$86.55	LARRY FARR
04/13/2012	04/16/2012	NUCO2 01 OF 01	\$141.68	LARRY FARR
04/13/2012	04/16/2012	NUCO2 01 OF 01	\$135.43	LARRY FARR
04/13/2012	04/16/2012	NUCO2 01 OF 01	\$83.99	LARRY FARR
04/13/2012	04/16/2012	CINTAS #470	\$95.98	LARRY FARR
04/13/2012	04/16/2012	CINTAS #470	\$44.11	LARRY FARR
04/13/2012	04/16/2012	CINTAS #470	\$84.96	LARRY FARR
04/16/2012	04/18/2012	STAPLES 00118851	\$33.73	LARRY FARR
04/18/2012	04/20/2012	STAPLES 00118836	\$3.21	LARRY FARR
04/19/2012	04/20/2012	CERTIFIED LABORATORIES	\$357.15	LARRY FARR
04/13/2012	04/16/2012	THE HOME DEPOT 2801	\$8.55	SHANN FINWALL
04/14/2012	04/16/2012	THE HOME DEPOT 2810	\$37.46	SHANN FINWALL
04/16/2012	04/17/2012	USPS 26833200033400169	\$605.00	SHANN FINWALL
04/17/2012	04/18/2012	APA - MEMBERSHIP ONLINE	\$440.00	SHANN FINWALL
04/18/2012	04/19/2012	CAMPBELL GRAPHICS INC	\$64.28	SHANN FINWALL
04/05/2012	04/09/2012	KEEFE CO PARKING	\$6.50	DAVID FISHER
04/12/2012	04/13/2012	BATTERIES PLUS #29	\$34.82	TIM FLOR
04/11/2012	04/11/2012	PAY FLOW PRO	\$102.35	MYCHAL FOWLDS
04/15/2012	04/17/2012	BARNES & NOBLE #2786	\$17.13	MYCHAL FOWLDS
04/06/2012	04/09/2012	AWL*PEARSON EDUCATION	\$10.70	NICK FRANZEN
04/07/2012	04/09/2012	IDU*PUBLIC SECTOR	\$44.89	NICK FRANZEN
04/18/2012	04/19/2012	JOES SPORTING GOODS	\$90.00	DEREK FRITZE
04/11/2012	04/12/2012	LAKESHORE LEARNING #41	\$1.86	CAROLE GERNES
04/16/2012	04/18/2012	DELTA AIR 0068267697610	\$25.00	CLARENCE GERVAIS
04/17/2012	04/18/2012	TAXIPASS.COM	\$31.00	CLARENCE GERVAIS
04/17/2012	04/18/2012	PEN*FDIC/FIRE ENGINEER	\$75.00	CLARENCE GERVAIS
04/17/2012	04/19/2012	THE WEBER GRILL RESTAURAN	\$31.71	CLARENCE GERVAIS
04/17/2012	04/19/2012	CHICK-FIL-A #01473	\$10.94	CLARENCE GERVAIS
04/18/2012	04/20/2012	RAM RESTAURANT INDY	\$23.34	CLARENCE GERVAIS
04/19/2012	04/20/2012	DELTA AIR 0068267344186	\$25.00	CLARENCE GERVAIS
04/11/2012	04/13/2012	OFFICE DEPOT #1090	\$53.85	JEAN GLASS
04/16/2012	04/17/2012	TARGET 00011858	\$12.84	JEAN GLASS
04/07/2012	04/09/2012	VZWRLSS*APOCC VISN	\$116.93	KAREN GUILFOILE
04/05/2012	04/09/2012	OFFICE MAX	\$10.15	GARY HINNENKAMP
04/10/2012	04/11/2012	HENRIKSEN ACE HARDWARE	\$22.49	GARY HINNENKAMP
04/10/2012	04/12/2012	THE HOME DEPOT 2801	\$77.01	GARY HINNENKAMP
04/11/2012	04/13/2012	TURF WERKS EGAN	\$126.71	GARY HINNENKAMP
04/12/2012	04/16/2012	TESSMAN COMPANY SAINT PAU	\$624.42	GARY HINNENKAMP

04/13/2012	04/16/2012 HENRIKSEN ACE HARDWARE	\$15.92	GARY HINNENKAMP
04/13/2012	04/16/2012 JOHN DEERE LANDSCAPES530	\$114.20	GARY HINNENKAMP
04/19/2012	04/20/2012 MENARDS 3059	\$61.70	GARY HINNENKAMP
04/08/2012	04/09/2012 ARC*SERVICES/TRAINING	\$81.00	RON HORWATH
04/13/2012	04/16/2012 PRICE CHOPPER, INC	\$888.25	RON HORWATH
04/18/2012	04/20/2012 WATER GEAR INC.	\$52.99	RON HORWATH
04/13/2012	04/16/2012 GTC UNITED WAY	\$265.00	MARY JACKSON
04/11/2012	04/16/2012 DALCO ENTERPRISES, INC	\$812.78	DAVID JAHN
04/12/2012	04/16/2012 OFFICE MAX	\$12.83	TOM KALKA
04/06/2012	04/09/2012 BEST BUY MHT 00000109	\$117.82	JASON KREGER
04/08/2012	04/09/2012 FLEXIBLE PIPE TOOL COMPAN	\$322.99	JASON KREGER
04/09/2012	04/10/2012 WWW.NEWEGG.COM	\$29.98	JASON KREGER
04/10/2012	04/12/2012 A1 LAUNDRY	\$32.14	NICHOLAS KREKELER
04/06/2012	04/09/2012 UNIFORMS UNLIMITED - MPLS	\$1,844.22	DAVID KVAM
04/07/2012	04/09/2012 DICK'S CLOTHING&SPORTING	\$105.00	DAVID KVAM
04/09/2012	04/10/2012 THOMSON WEST*TCD	\$560.30	DAVID KVAM
04/13/2012	04/16/2012 COMCAST CABLE COMM	\$41.00	DAVID KVAM
04/17/2012	04/17/2012 COMCAST CABLE COMM	\$67.45	DAVID KVAM
04/10/2012	04/12/2012 KEEPRS INC 2	\$200.00	SCOTT LANGNER
04/09/2012	04/10/2012 METRO FIRE	\$120.00	STEVE LUKIN
04/10/2012	04/11/2012 WW GRAINGER	\$276.34	STEVE LUKIN
04/10/2012	04/11/2012 WW GRAINGER	\$92.62	STEVE LUKIN
04/12/2012	04/13/2012 HEALTHEAST TRANSPORTATN	(\$100.00)	STEVE LUKIN
04/12/2012	04/13/2012 HEALTHEAST TRANSPORTATN	\$50.00	STEVE LUKIN
04/12/2012	04/13/2012 HEALTHEAST TRANSPORTATN	\$50.00	STEVE LUKIN
04/12/2012	04/13/2012 HEALTHEAST TRANSPORTATN	\$50.00	STEVE LUKIN
04/12/2012	04/13/2012 HEALTHEAST TRANSPORTATN	\$50.00	STEVE LUKIN
04/10/2012	04/11/2012 BOUND TREE MEDICAL LLC	\$101.70	MICHAEL MONDOR
04/10/2012	04/11/2012 BOUND TREE MEDICAL LLC	\$14.76	MICHAEL MONDOR
04/10/2012	04/11/2012 BOUND TREE MEDICAL LLC	\$14.76	MICHAEL MONDOR
04/10/2012	04/11/2012 BOUND TREE MEDICAL LLC	\$391.20	MICHAEL MONDOR
04/11/2012	04/12/2012 BOUND TREE MEDICAL LLC	\$131.24	MICHAEL MONDOR
04/13/2012	04/16/2012 PANERA BREAD #1305	\$95.24	MICHAEL MONDOR
04/14/2012	04/16/2012 BOUND TREE MEDICAL LLC	\$548.26	MICHAEL MONDOR
04/17/2012	04/18/2012 BOUND TREE MEDICAL LLC	\$1,053.48	MICHAEL MONDOR
04/18/2012	04/19/2012 BOUND TREE MEDICAL LLC	\$71.37	MICHAEL MONDOR
04/06/2012	04/09/2012 CINTAS FIRST AID #431	\$94.58	BRYAN NAGEL
04/06/2012	04/09/2012 CINTAS FIRST AID #431	\$81.28	BRYAN NAGEL
04/17/2012	04/18/2012 HENRIKSEN ACE HARDWARE	\$27.83	JOHN NAUGHTON
04/18/2012	04/20/2012 THE HOME DEPOT 2801	\$9.61	JOHN NAUGHTON
04/06/2012	04/09/2012 OFFICE DEPOT #1090	\$78.17	AMY NIVEN
04/06/2012	04/09/2012 G&K SERVICES 182	\$1,610.05	AMY NIVEN
04/05/2012	04/09/2012 UNIFORMS UNLIMITED INC.	\$94.36	MICHAEL NYE
04/17/2012	04/19/2012 NATURES IMAGE CUSTOM FRAM	\$160.00	MICHAEL NYE
04/11/2012	04/13/2012 OFFICE DEPOT #1090	\$285.97	MARY KAY PALANK
04/09/2012	04/11/2012 MICHAELS #2744	\$47.39	CHRISTINE PENN
04/11/2012	04/13/2012 PIONEER PRESS ADVERTISING	\$1,250.00	CHRISTINE PENN
04/17/2012	04/18/2012 PP*5739CODE	\$1.95	CHRISTINE PENN
04/15/2012	04/16/2012 HENRIKSEN ACE HARDWARE	\$36.17	ROBERT PETERSON
04/07/2012	04/09/2012 AMAZON.COM	\$28.40	PHILIP F POWELL
04/08/2012	04/09/2012 AMAZON MKTPLACE PMTS	\$28.24	PHILIP F POWELL
04/09/2012	04/10/2012 AMAZON MKTPLACE PMTS	\$22.90	PHILIP F POWELL
04/10/2012	04/10/2012 AMAZON MKTPLACE PMTS	\$8.72	PHILIP F POWELL
04/10/2012	04/11/2012 AMAZON MKTPLACE PMTS	\$20.12	PHILIP F POWELL
04/10/2012	04/11/2012 AMAZON MKTPLACE PMTS	\$10.45	PHILIP F POWELL
04/10/2012	04/11/2012 AMAZON MKTPLACE PMTS	\$4.34	PHILIP F POWELL

04/10/2012	04/11/2012	AMAZON MKTPLACE PMTS	\$3.89	PHILIP F POWELL
04/11/2012	04/11/2012	AMAZON MKTPLACE PMTS	\$3.89	PHILIP F POWELL
04/11/2012	04/11/2012	AMAZON MKTPLACE PMTS	\$26.52	PHILIP F POWELL
04/11/2012	04/12/2012	AMAZON MKTPLACE PMTS	\$17.60	PHILIP F POWELL
04/11/2012	04/12/2012	AMAZON MKTPLACE PMTS	\$19.98	PHILIP F POWELL
04/15/2012	04/16/2012	AMAZON MKTPLACE PMTS	\$54.91	PHILIP F POWELL
04/19/2012	04/20/2012	EVIDENT INC	\$106.00	PHILIP F POWELL
04/06/2012	04/09/2012	TOUSLEY FORD I27228006	\$251.52	STEVEN PRIEM
04/06/2012	04/09/2012	KREMER SERVICES	\$585.74	STEVEN PRIEM
04/09/2012	04/10/2012	CATCO PARTS&SERVICE	(\$104.74)	STEVEN PRIEM
04/09/2012	04/10/2012	TRI-STATE BOBCAT INC.	\$52.11	STEVEN PRIEM
04/09/2012	04/10/2012	FACTORY MTR PTS #1	\$73.46	STEVEN PRIEM
04/09/2012	04/10/2012	AUTO PLUS NO ST PAUL	\$15.52	STEVEN PRIEM
04/09/2012	04/10/2012	ZARNOTH BRUSH WORKS INC	\$1,468.46	STEVEN PRIEM
04/09/2012	04/10/2012	CATCO PARTS&SERVICE	\$329.03	STEVEN PRIEM
04/09/2012	04/11/2012	TOUSLEY FORD I27228006	(\$97.61)	STEVEN PRIEM
04/09/2012	04/11/2012	TOUSLEY FORD I27228006	\$325.78	STEVEN PRIEM
04/09/2012	04/11/2012	TOUSLEY FORD I27228006	\$89.35	STEVEN PRIEM
04/09/2012	04/11/2012	WHEELCO BRAKE &SUPPLY	\$12.05	STEVEN PRIEM
04/11/2012	04/12/2012	AUTO PLUS NO ST PAUL	\$1.51	STEVEN PRIEM
04/11/2012	04/12/2012	AUTO PLUS NO ST PAUL	\$79.11	STEVEN PRIEM
04/13/2012	04/16/2012	COMO LUBE & SUPPLIES	\$133.90	STEVEN PRIEM
04/13/2012	04/16/2012	PARTMASTER	\$186.69	STEVEN PRIEM
04/16/2012	04/17/2012	UNITED RENTALS	\$154.26	STEVEN PRIEM
04/16/2012	04/17/2012	ZAHL PMC	\$362.76	STEVEN PRIEM
04/16/2012	04/17/2012	PARTMASTER	\$63.91	STEVEN PRIEM
04/17/2012	04/18/2012	MTI	\$1,572.30	STEVEN PRIEM
04/17/2012	04/18/2012	ZAHL PMC	\$372.18	STEVEN PRIEM
04/17/2012	04/19/2012	TOUSLEY FORD I27228006	\$278.53	STEVEN PRIEM
04/18/2012	04/19/2012	AUTO PLUS NO ST PAUL	\$196.63	STEVEN PRIEM
04/18/2012	04/19/2012	AUTO PLUS NO ST PAUL	\$107.67	STEVEN PRIEM
04/18/2012	04/20/2012	TRI-STATE BOBCAT	\$93.10	STEVEN PRIEM
04/19/2012	04/20/2012	ZEP SALES AND SERVICE	\$107.26	STEVEN PRIEM
04/19/2012	04/20/2012	BAUER BUILT TIRE 18	\$180.29	STEVEN PRIEM
04/19/2012	04/20/2012	TARGET 00011858	\$464.77	KELLY PRINS
04/10/2012	04/11/2012	MINNESOTA OCCUPATIONAL HE	\$185.00	TERRIE RAMEAUX
04/13/2012	04/16/2012	HILLYARD INC MINNEAPOLIS	\$367.40	MICHAEL REILLY
04/09/2012	04/11/2012	FITNESS WHOLESALE	(\$82.98)	LORI RESENDIZ
04/12/2012	04/16/2012	TARGET 00006197	\$95.30	AUDRA ROBBINS
04/13/2012	04/16/2012	TARGET 00011858	\$15.00	AUDRA ROBBINS
04/13/2012	04/16/2012	DOLRTREE 4713 00047134	\$30.14	AUDRA ROBBINS
04/13/2012	04/16/2012	OFFICE MAX	\$89.41	AUDRA ROBBINS
04/13/2012	04/16/2012	PARTY CITY #768	\$158.72	AUDRA ROBBINS
04/13/2012	04/16/2012	TLF HERMES FLORAL AND GRE	\$262.46	AUDRA ROBBINS
04/13/2012	04/16/2012	FEDEXOFFICE 00006171	\$12.84	ROBERT RUNNING
04/18/2012	04/20/2012	MINNESOTA PIPE & EQUIP	\$183.96	ROBERT RUNNING
04/12/2012	04/13/2012	LILLIE SUBURBAN NEWSPAPE	\$1,273.50	DEB SCHMIDT
04/16/2012	04/17/2012	FASTENAL COMPANY01	\$91.36	SCOTT SCHULTZ
04/10/2012	04/11/2012	HEJNY RENTAL INC	\$81.28	CAITLIN SHERRILL
04/14/2012	04/16/2012	ARCHIVERS WOODBURY	\$3.70	CAITLIN SHERRILL
04/14/2012	04/16/2012	JOANN ETC #1902	\$6.41	CAITLIN SHERRILL
04/14/2012	04/17/2012	DOLRTREE 4713 00047134	\$7.53	CAITLIN SHERRILL
04/18/2012	04/19/2012	BATTERIES PLUS #29	\$42.84	MICHAEL SHORTREED
04/19/2012	04/20/2012	VIRTUE PRINTING	\$421.27	ANDREA SINDT
04/06/2012	04/09/2012	STREICHER'S MO	(\$14.99)	BRIAN TAUZELL
04/06/2012	04/09/2012	SPRINT STORE #226	\$37.49	JAMES TAYLOR

04/12/2012	04/13/2012 MN RECREATION AND PARK A	\$320.00	JAMES TAYLOR
04/13/2012	04/16/2012 NAPA STORE 3279016	\$25.65	TODD TEVLIN
04/04/2012	04/09/2012 UNIFORMS UNLIMITED INC	\$35.58	PAUL THIENES
04/06/2012	04/09/2012 U OF M CCE NONCREDIT	\$225.00	MICHAEL THOMPSON
04/09/2012	04/11/2012 GRAND VIEW LODGE & TENNIS	\$494.38	MICHAEL THOMPSON
04/19/2012	04/20/2012 CHIPOTLE 0649	\$9.02	JOE TRAN
04/17/2012	04/18/2012 KOHL'S #0052	\$75.00	JOSEPH TRAN
		\$37,710.70	

**Check Register
City of Maplewood**

05/04/2012

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
87000	05/01/2012	02464	US BANK	FUNDS FOR ATMS	10,000.00
87001	05/08/2012	04842	MARY JOSEPHINE ANDERSON	ZUMBA INSTRUCTION - APRIL	240.00
87002	05/08/2012	02149	HEIDI CAREY	1ST QTR COMMISSION	268.43
87003	05/08/2012	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 11-14 PROF SRVS THRU 2/29	33,958.36
87004	05/08/2012	00393	DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - APRIL 14173123035	4,258.23
87005	05/08/2012	04265	MARIA PIRELA	ZUMBA INSTRUCTION - APRIL	275.50
87006	05/08/2012	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	3,346.48
87007	05/08/2012	01190	XCEL ENERGY	ELECTRIC UTILITY	14,656.35
	05/08/2012	01190	XCEL ENERGY	GAS UTILITY	4,171.24
	05/08/2012	01190	XCEL ENERGY	ELECTRIC UTILITY	13.65
87008	05/08/2012	01798	YOCUM OIL CO.	CONTRACT GASOLINE - APRIL	17,352.44
	05/08/2012	01798	YOCUM OIL CO.	CONTRACT DIESEL FUEL - APRIL	9,468.90
87009	05/08/2012	04199	YOUTH SERVICE BUREAU, INC.	JUVENILE REFERRAL SERVICE	6,630.00
87010	05/08/2012	04987	ADVANTAGE SIGNS & GRAPHICS INC	BARRICADES	3,111.40
87011	05/08/2012	00064	MARK ALDRIDGE	REIMB FOR MEALS 04/13	8.62
87012	05/08/2012	00111	ANIMAL CONTROL SERVICES	BOARDING FEES & PATROL 4/9 - 4/29	3,023.50
87013	05/08/2012	04047	ASHLAND PRODUCTIONS	SOUND SETUP FOR MCC MARCH & APRIL	200.00
	05/08/2012	04047	ASHLAND PRODUCTIONS	USHERING SRVS FOR MARCH CONCERT	27.00
87014	05/08/2012	04848	AVESIS	MONTHLY PREMIUM - MAY	230.48
87015	05/08/2012	00211	BRAUN INTERTEC CORP.	PROJ 04-21 PROF SRVS THRU 4/20	331.75
87016	05/08/2012	00228	BRUCE NELSON PLBG. & HTG. INC.	STATION 2 INSTALL NEW HOSE BIBBS	2,007.40
87017	05/08/2012	04549	JAN ALICE CAMPBELL	ZUMBA INSTRUCTION - APRIL	130.50
87018	05/08/2012	02929	CNAGLAC	LTC MONTHLY PREMIUM - MAY	365.34
87019	05/08/2012	02567	EVERGREEN LAND SERVICES	PROJ 09-08 ACQUISITION/APPRaisal	37,500.00
	05/08/2012	02567	EVERGREEN LAND SERVICES	PROJ 09-08 ACQUISITION/APPRaisal	4,300.00
	05/08/2012	02567	EVERGREEN LAND SERVICES	PROJ 09-08 ACQUISITION/APPRaisal	2,499.98
	05/08/2012	02567	EVERGREEN LAND SERVICES	PROJ 09-08 ACQUISITION/APPRaisal	1,925.00
	05/08/2012	02567	EVERGREEN LAND SERVICES	PROJ 09-08 ACQUISITION/APPRaisal	699.98
87020	05/08/2012	00644	HEALTHPARTNERS	MONTHLY PREMIUM - MAY	12,112.33
87021	05/08/2012	00668	STEVEN HIEBERT	REIMB FOR MEAL 4/13	7.28
87022	05/08/2012	03597	MARY JO HOFMEISTER	REIMB FOR MILEAGE 3/15 - 4/10	14.71
87023	05/08/2012	04914	KAMCO	TREE & STUMP REMOVAL 2153 SLOAN	1,100.00
87024	05/08/2012	04992	KDV	2011 AUDIT	3,000.00
87025	05/08/2012	04796	LAURA FENSTERMAKER PHOTOGRAPHY	PHOTOGRAPHER FOR MCC	100.00
87026	05/08/2012	00857	LEAGUE OF MINNESOTA CITIES	DIRECTORY OF LMC - 3	152.09
87027	05/08/2012	00881	STEVE LUKIN	REIMB FOR MEALS & TAXI 4/19 - 4/21	111.00
87028	05/08/2012	05007	MACTA	FRANCHISE RENEWAL WORKSHOP	150.00
87029	05/08/2012	03818	MEDICA	MONTHLY PREMIUM - MAY	158,208.27
87030	05/08/2012	01085	MN LIFE INSURANCE	MONTHLY PREMIUM - MAY	2,848.05
87031	05/08/2012	01126	MN NCPERS LIFE INSURANCE	MONTHLY PREMIUM - MAY	480.00
87032	05/08/2012	01088	MN POLLUTION CONTROL AGENCY	PROJ 04-21 INVESTIGATION CLEANUP	562.50
87033	05/08/2012	00001	ONE TIME VENDOR	REFUND C KNAPP UCARE BENEFIT	210.00
87034	05/08/2012	00001	ONE TIME VENDOR	REFUND L DAWSON BCBS COVERAGE	160.00
87035	05/08/2012	00001	ONE TIME VENDOR	REFUND MCCAULEY BCBS-S SNEAKERS	80.00
87036	05/08/2012	00001	ONE TIME VENDOR	REFUND G HIVELY SOCCER	65.00
87037	05/08/2012	00001	ONE TIME VENDOR	REFUND K MATSCH DAYTRIP	49.00
87038	05/08/2012	00001	ONE TIME VENDOR	REFUND C OLIVER MEMBERSHIP	32.14
87039	05/08/2012	04581	ORION SYSTEMS/NETWORKS	SUBSCRIPTION FOR LETS - MAY	150.00
87040	05/08/2012	01283	POST BOARD	LICENSES FOR POLICE OFFICERS (16)	1,440.00
87041	05/08/2012	04054	STEVEN REED	D.J. SERVICES 4/13	200.00
87042	05/08/2012	01397	RYAN PLUMBING & HEATING CO.	AFTON PARK INSPECTION-IRRIGATION	390.00
87043	05/08/2012	01418	SAM'S CLUB DIRECT	SUPPLIES	35.70
87044	05/08/2012	03879	SANSIO	EMS FEES - MAY	577.08
87045	05/08/2012	00198	ST. PAUL REGIONAL WATER SRVS	WATER UTILITY	1,470.97
87046	05/08/2012	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTION - APRIL	1,796.80
87047	05/08/2012	04528	SARA M. R. THOMPSON	ZUMBA INSTRUCTION - APRIL	276.00
87048	05/08/2012	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - MAY	4,489.37
	05/08/2012	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - MAY	2,382.13
87049	05/08/2012	02464	US BANK	PAYING AGENT FEES	431.25
	05/08/2012	02464	US BANK	PAYING AGENT FEES	425.00
	05/08/2012	02464	US BANK	PAYING AGENT FEES	425.00
	05/08/2012	02464	US BANK	PAYING AGENT FEES	215.63

355,147.83

50 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
4/30/2012	MN State Treasurer	Drivers License/Deputy Registrar	39,165.35
4/30/2012	U.S. Treasurer	Federal Payroll Tax	90,789.10
4/30/2012	P.E.R.A.	P.E.R.A.	87,217.54
5/1/2012	MN State Treasurer	Drivers License/Deputy Registrar	35,743.02
5/1/2012	US Bank Merchant Services	Credit Card Billing fee	2,635.06
5/1/2012	MidAmerica - ING	HRA Flex plan	25,235.02
5/1/2012	Labor Unions	Union Dues	3,553.78
5/2/2012	MN State Treasurer	Drivers License/Deputy Registrar	47,567.66
5/2/2012	MN State Treasurer	State Payroll Tax	19,542.91
5/3/2012	MN State Treasurer	Drivers License/Deputy Registrar	39,196.24
5/4/2012	MN State Treasurer	Drivers License/Deputy Registrar	35,254.68
5/4/2012	MN Dept of Natural Resources	DNR electronic licenses	1,566.50
5/4/2012	Optum Health	DCRP & Flex plan payments	5,110.67
TOTAL			<u><u>432,577.53</u></u>

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE E NAME</u>	<u>AMOUNT</u>
	04/27/12	CARDINAL, ROBERT	435.16
	04/27/12	JUENEMANN, KATHLEEN	435.16
	04/27/12	KOPPEN, MARVIN	435.16
	04/27/12	LLANAS, JAMES	435.16
	04/27/12	ROSSBACH, WILLIAM	494.44
	04/27/12	STRAUTMANIS, MARIS	156.00
	04/27/12	VALLE, EDWARD	150.00
	04/27/12	AHL, R. CHARLES	5,008.64
	04/27/12	ANTONEN, JAMES	5,749.38
	04/27/12	BURLINGAME, SARAH	2,074.91
	04/27/12	KANTRUD, HUGH	184.62
	04/27/12	CHRISTENSON, SCOTT	1,981.35
	04/27/12	FARR, LARRY	3,061.16
	04/27/12	JAHN, DAVID	2,063.62
	04/27/12	RAMEAUX, THERESE	3,061.17
	04/27/12	BAUMAN, GAYLE	4,044.92
	04/27/12	ANDERSON, CAROLE	1,804.24
	04/27/12	DEBILZAN, JUDY	1,289.99
	04/27/12	JACKSON, MARY	2,128.08
	04/27/12	KELSEY, CONNIE	2,594.80
	04/27/12	RUEB, JOSEPH	2,642.60
	04/27/12	SINDT, ANDREA	2,113.80
	04/27/12	GUILFOILE, KAREN	4,207.64
	04/27/12	SCHMIDT, DEBORAH	2,746.39
	04/27/12	SPANGLER, EDNA	1,118.73
	04/27/12	THOMFORDE, FAITH	1,125.00
	04/27/12	CORTESI, LUANNE	1,092.31
	04/27/12	LARSON, MICHELLE	1,827.75
	04/27/12	MECHELKE, SHERRIE	1,140.33
	04/27/12	MOY, PAMELA	1,520.44
	04/27/12	OSTER, ANDREA	1,907.48
	04/27/12	RICHTER, CHARLENE	789.29
	04/27/12	SCHOENECKER, LEIGH	1,569.35
	04/27/12	WEAVER, KRISTINE	2,356.55
	04/27/12	CORCORAN, THERESA	1,900.55
	04/27/12	KVAM, DAVID	4,209.55
	04/27/12	PALANK, MARY	1,905.17
	04/27/12	POWELL, PHILIP	2,932.46
	04/27/12	SVENDSEN, JOANNE	2,101.79
	04/27/12	THOMALLA, DAVID	4,961.38
	04/27/12	YOUNG, TAMELA	1,908.55
	04/27/12	ABEL, CLINT	2,891.66
	04/27/12	ALDRIDGE, MARK	3,032.44

04/27/12	BAKKE, LONN	2,937.06
04/27/12	BARTZ, PAUL	3,704.09
04/27/12	BELDE, STANLEY	2,990.84
04/27/12	BENJAMIN, MARKESE	2,923.56
04/27/12	BIERDEMAN, BRIAN	3,570.17
04/27/12	BOHL, JOHN	3,151.33
04/27/12	BUSACK, DANIEL	3,589.28
04/27/12	CARNES, JOHN	1,918.52
04/27/12	COFFEY, KEVIN	3,050.96
04/27/12	CROTTY, KERRY	3,611.20
04/27/12	DEMULLING, JOSEPH	3,300.77
04/27/12	DOBLAR, RICHARD	3,925.54
04/27/12	DUGAS, MICHAEL	3,515.15
04/27/12	ERICKSON, VIRGINIA	2,105.50
04/27/12	FLOR, TIMOTHY	3,690.42
04/27/12	FORSYTHE, MARCUS	2,186.00
04/27/12	FRASER, JOHN	3,352.88
04/27/12	FRITZE, DEREK	2,819.55
04/27/12	GABRIEL, ANTHONY	3,183.59
04/27/12	HAWKINSON JR, TIMOTHY	2,819.55
04/27/12	HER, PHENG	2,871.44
04/27/12	HIEBERT, STEVEN	3,612.19
04/27/12	JOHNSON, KEVIN	4,230.24
04/27/12	KALKA, THOMAS	921.88
04/27/12	KONG, TOMMY	2,878.21
04/27/12	KREKELER, NICHOLAS	840.12
04/27/12	KROLL, BRETT	3,050.96
04/27/12	LANGNER, SCOTT	3,092.20
04/27/12	LANGNER, TODD	2,980.04
04/27/12	LU, JOHNNIE	2,878.21
04/27/12	LYNCH, KATHERINE	2,246.19
04/27/12	MARINO, JASON	3,130.61
04/27/12	MARTIN, JERROLD	3,127.57
04/27/12	MCCARTY, GLEN	3,206.57
04/27/12	METRY, ALESIA	3,038.70
04/27/12	NYE, MICHAEL	3,418.59
04/27/12	OLSON, JULIE	3,289.43
04/27/12	PARKER, JAMES	2,186.00
04/27/12	REZNY, BRADLEY	3,091.69
04/27/12	RHUDE, MATTHEW	3,222.76
04/27/12	SHORTREED, MICHAEL	4,091.18
04/27/12	STEINER, JOSEPH	2,975.57
04/27/12	SYPNIEWSKI, WILLIAM	2,819.55
04/27/12	SZCZEPANSKI, THOMAS	3,156.49
04/27/12	TAUZELL, BRIAN	2,733.67
04/27/12	THEISEN, PAUL	3,038.70
04/27/12	THIENES, PAUL	4,133.03
04/27/12	TRAN, JOSEPH	3,038.70
04/27/12	WENZEL, JAY	2,964.17
04/27/12	XIONG, KAO	2,957.86
04/27/12	ANDERSON, BRIAN	264.00
04/27/12	BAHL, DAVID	42.00

04/27/12	BASSETT, BRENT	288.00
04/27/12	BAUMAN, ANDREW	2,702.31
04/27/12	BIGELBACH, ANTHONY	288.00
04/27/12	BOURQUIN, RON	512.00
04/27/12	BRADBURY, RYAN	144.00
04/27/12	BRESIN, ROBERT	324.00
04/27/12	CAPISTRANT, JACOB	468.00
04/27/12	CAPISTRANT, JOHN	504.00
04/27/12	CRAWFORD, RAYMOND	309.00
04/27/12	CRUMMY, CHARLES	192.00
04/27/12	DAWSON, RICHARD	3,180.07
04/27/12	EATON, PAUL	384.00
04/27/12	EVERSON, PAUL	3,650.13
04/27/12	FASULO, WALTER	251.25
04/27/12	FOSSUM, ANDREW	2,668.41
04/27/12	HAGEN, MICHAEL	288.00
04/27/12	HALE, JOSEPH	196.00
04/27/12	HALWEG, JODI	2,778.84
04/27/12	HAWTHORNE, ROCHELLE	168.00
04/27/12	HENDRICKSON, NICHOLAS	2,507.77
04/27/12	HUTCHINSON, JAMES	672.00
04/27/12	IMM, TRACY	312.00
04/27/12	JANSEN, CHAD	318.00
04/27/12	KANE, ROBERT	322.00
04/27/12	KARRAS, JAMIE	336.00
04/27/12	KERSKA, JOSEPH	240.00
04/27/12	KONDER, RONALD	312.00
04/27/12	KUBAT, ERIC	2,549.67
04/27/12	LINDER, TIMOTHY	2,634.51
04/27/12	LOCHEN, MICHAEL	256.00
04/27/12	MILLER, LADD	255.00
04/27/12	MILLER, NICHOLAS	432.00
04/27/12	MONDOR, MICHAEL	3,119.66
04/27/12	MONSON, PETER	72.00
04/27/12	MORGAN, JEFFERY	546.00
04/27/12	NIELSEN, KENNETH	312.00
04/27/12	NOVAK, JEROME	2,674.17
04/27/12	NOWICKI, PAUL	24.00
04/27/12	OLSON, JAMES	2,780.49
04/27/12	OPHEIM, JOHN	196.00
04/27/12	PACHECO, ALPHONSE	516.00
04/27/12	PETERSON, MARK	672.00
04/27/12	PETERSON, ROBERT	3,141.34
04/27/12	POWERS, KENNETH	552.00
04/27/12	RAINEY, JAMES	324.00
04/27/12	RANK, NATHAN	576.00
04/27/12	RANK, PAUL	240.00
04/27/12	RAVENWALD, CORINNE	36.00
04/27/12	REYNOSO, ANGEL	456.00
04/27/12	RICE, CHRISTOPHER	864.50
04/27/12	RODRIGUEZ, ROBERTO	480.00
04/27/12	SCHULTZ, JEROME	288.00

04/27/12	SEDLACEK, JEFFREY	2,845.83
04/27/12	STREFF, MICHAEL	2,956.56
04/27/12	SVENDSEN, RONALD	2,967.81
04/27/12	WESSELS, TIMOTHY	24.00
04/27/12	WHITE, JOEL	312.00
04/27/12	GERVAIS-JR, CLARENCE	3,985.69
04/27/12	LUKIN, STEVEN	4,498.52
04/27/12	ZWIEG, SUSAN	1,690.35
04/27/12	KNUTSON, LOIS	2,054.96
04/27/12	NIVEN, AMY	1,425.42
04/27/12	BRINK, TROY	2,378.21
04/27/12	BUCKLEY, BRENT	2,084.28
04/27/12	DEBILZAN, THOMAS	2,146.15
04/27/12	EDGE, DOUGLAS	2,590.97
04/27/12	JONES, DONALD	2,165.84
04/27/12	MEISSNER, BRENT	1,967.20
04/27/12	NAGEL, BRYAN	3,442.00
04/27/12	OSWALD, ERICK	2,359.42
04/27/12	RUIZ, RICARDO	1,553.76
04/27/12	RUNNING, ROBERT	2,378.21
04/27/12	TEVLIN, TODD	2,165.84
04/27/12	BURLINGAME, NATHAN	2,026.43
04/27/12	DUCHARME, JOHN	2,740.37
04/27/12	ENGSTROM, ANDREW	2,555.78
04/27/12	JACOBSON, SCOTT	2,555.75
04/27/12	JAROSCH, JONATHAN	3,030.69
04/27/12	KUMMER, STEVEN	3,216.61
04/27/12	LINDBLOM, RANDAL	2,740.37
04/27/12	LOVE, STEVEN	3,446.83
04/27/12	THOMPSON, MICHAEL	4,058.96
04/27/12	ZIEMAN, SCOTT	156.20
04/27/12	JANASZAK, MEGHAN	1,497.35
04/27/12	KONEWKO, DUWAYNE	4,413.24
04/27/12	EDSON, DAVID	2,191.39
04/27/12	HAMRE, MILES	1,597.64
04/27/12	HAYS, TAMARA	1,521.08
04/27/12	HINNENKAMP, GARY	2,268.46
04/27/12	NAUGHTON, JOHN	2,154.79
04/27/12	NORDQUIST, RICHARD	2,148.46
04/27/12	BIESANZ, OAKLEY	1,337.05
04/27/12	DEAVER, CHARLES	636.29
04/27/12	GERNES, CAROLE	878.08
04/27/12	HAYMAN, JANET	1,394.04
04/27/12	HUTCHINSON, ANN	2,649.17
04/27/12	SOUTTER, CHRISTINE	385.88
04/27/12	WACHAL, KAREN	930.70
04/27/12	GAYNOR, VIRGINIA	3,244.09
04/27/12	KROLL, LISA	1,939.05
04/27/12	SWANSON, CHRIS	1,127.50
04/27/12	THOMPSON, DEBRA	760.22
04/27/12	EKSTRAND, THOMAS	3,829.34
04/27/12	FINWALL, SHANN	3,233.35

04/27/12	MARTIN, MICHAEL	2,709.35
04/27/12	BRASH, JASON	2,393.35
04/27/12	CARVER, NICHOLAS	3,244.09
04/27/12	FISHER, DAVID	3,807.86
04/27/12	SWAN, DAVID	2,766.15
04/27/12	WELLENS, MOLLY	1,676.05
04/27/12	BERGER, STEPHANIE	249.38
04/27/12	BETHEL III, CHARLES	206.13
04/27/12	BJORK, BRANDON	390.50
04/27/12	BRENEMAN, NEIL	2,159.70
04/27/12	DWELLY, KATHLEEN	37.50
04/27/12	GERMAIN, BRADY	76.00
04/27/12	KHOURY, SARAH	511.00
04/27/12	KOHLMAN, JENNIFER	175.75
04/27/12	LARSON, KATELYN	126.00
04/27/12	ROBBINS, AUDRA	3,019.96
04/27/12	ROBBINS, CAMDEN	132.00
04/27/12	SCHALLER, SCOTT	204.38
04/27/12	TAYLOR, JAMES	2,738.98
04/27/12	VUKICH, CANDACE	78.75
04/27/12	ADAMS, DAVID	1,837.00
04/27/12	GERMAIN, DAVID	2,155.39
04/27/12	HAAG, MARK	2,461.55
04/27/12	ORE, JORDAN	1,539.75
04/27/12	SCHULTZ, SCOTT	3,090.82
04/27/12	ANZALDI, MANDY	1,467.39
04/27/12	CRAWFORD - JR, RAYMOND	475.38
04/27/12	EVANS, CHRISTINE	1,385.23
04/27/12	GLASS, JEAN	2,125.10
04/27/12	HER, PETER	322.15
04/27/12	HOFMEISTER, MARY	1,101.80
04/27/12	HOFMEISTER, TIMOTHY	446.55
04/27/12	KULHANEK-DIONNE, ANN	354.00
04/27/12	PELOQUIN, PENNYE	661.17
04/27/12	PENN, CHRISTINE	2,332.74
04/27/12	SHERRILL, CAITLIN	638.68
04/27/12	VUE, LOR PAO	204.00
04/27/12	ANDERSON, ALYSSA	19.38
04/27/12	ANDERSON, MAXWELL	375.73
04/27/12	BAUDE, SARAH	109.50
04/27/12	BIGGS, ANNETTE	65.79
04/27/12	BRUSOE, CRISTINA	47.78
04/27/12	BUCKLEY, BRITTANY	277.80
04/27/12	BUTLER, ANGELA	85.00
04/27/12	COSTA, JOSEPH	610.00
04/27/12	CRANDALL, KRISTA	119.25
04/27/12	DEMPSEY, BETH	252.50
04/27/12	DIONNE, DANIELLE	132.25
04/27/12	DUNN, RYAN	1,056.90
04/27/12	ERICKSON-CLARK, CAROL	49.00
04/27/12	FONTAINE, KIM	562.25
04/27/12	FOX, KELLY	60.00

04/27/12	FRAMPTON, SAMANTHA	142.00
04/27/12	GADOW, ANNA	267.95
04/27/12	GADOW, VERONIKA	33.36
04/27/12	GIEL, NICOLE	95.00
04/27/12	GRAY, MEGAN	106.23
04/27/12	GRUENHAGEN, LINDA	495.43
04/27/12	HAGSTROM, EMILY	40.20
04/27/12	HANSEN, HANNAH	76.20
04/27/12	HEINRICH, SHEILA	728.00
04/27/12	HOLMBERG, LADONNA	340.00
04/27/12	HORWATH, RONALD	2,614.55
04/27/12	JANSON, ANGELA	34.00
04/27/12	JOHNSON, BARBARA	238.15
04/27/12	JOHNSON, KAITLYN	31.40
04/27/12	JOYER, ANTHONY	37.00
04/27/12	KOHLER, ROCHELLE	36.00
04/27/12	KOLLER, NINA	115.76
04/27/12	KRONHOLM, KATHRYN	787.90
04/27/12	LAMEYER, BRENT	34.88
04/27/12	LAMSON, ELIANA	72.00
04/27/12	MCCANN, NATALIE	104.00
04/27/12	MUSA, OLUTOYIN	20.00
04/27/12	NADEAU, KELLY	156.65
04/27/12	NELSON, ELEONOR	100.00
04/27/12	NORTHOUSE, KATHERINE	95.38
04/27/12	POVLITZKI, MARINA	19.00
04/27/12	PROESCH, ANDY	530.06
04/27/12	RANEY, COURTNEY	535.00
04/27/12	RESENDIZ, LORI	793.44
04/27/12	RICHTER, DANIEL	113.40
04/27/12	RONNING, ISAIAH	188.65
04/27/12	RONNING, ZACCEUS	43.80
04/27/12	RUIZ, MARIA	46.00
04/27/12	SCHMIDT, EMILY	44.20
04/27/12	SCHREIER, ROSEMARIE	267.25
04/27/12	SCHREINER, MARK	47.45
04/27/12	SCHREINER, MICHELLE	83.31
04/27/12	SKAAR, SAMANTHA	125.00
04/27/12	SMITH, ANN	81.20
04/27/12	SMITH, CASEY	159.28
04/27/12	SMITLEY, SHARON	336.70
04/27/12	TREPANIER, TODD	264.00
04/27/12	TRUE, ANDREW	65.14
04/27/12	TUPY, HEIDE	91.60
04/27/12	TUPY, MARCUS	285.00
04/27/12	WARNER, CAROLYN	369.60
04/27/12	WEDES, CARYL	49.50
04/27/12	WOLFGRAM, MARY	52.65
04/27/12	BOSLEY, CAROL	220.00
04/27/12	DANIEL, BREANNA	58.50
04/27/12	HITE, ANDREA	31.50
04/27/12	KENN, MADELINE	49.00

	04/27/12	BORCHERT, JONATHAN	79.75
	04/27/12	COLEMAN, PATRICK	153.06
	04/27/12	DOUGLASS, TOM	2,109.32
	04/27/12	MALONEY, SHAUNA	127.50
	04/27/12	PRINS, KELLY	1,952.21
	04/27/12	REILLY, MICHAEL	1,996.10
	04/27/12	SCHULZE, KEVIN	252.00
	04/27/12	THOMPSON, BENJAMIN	341.50
	04/27/12	AICHELE, CRAIG	2,776.67
	04/27/12	PRIEM, STEVEN	2,415.66
	04/27/12	WOEHRLE, MATTHEW	2,200.55
	04/27/12	BERGO, CHAD	2,678.00
	04/27/12	FOWLDS, MYCHAL	3,791.22
	04/27/12	FRANZEN, NICHOLAS	2,614.98
	04/27/12	KREGER, JASON	2,087.22
9986793	04/27/12	BENNETT, ERIN	91.00
9986794	04/27/12	DIAZ, SARITA	40.50
9986795	04/27/12	VANG, TIM	496.00
9986796	04/27/12	ERICSON, RACHEL	54.60
9986797	04/27/12	MCMAHON, MICHAEL	69.60
9986798	04/27/12	SCOTT, HALEY	44.10
9986799	04/27/12	WALES, ABIGAIL	95.75
9986800	04/27/12	WEINHAGEN, SHELBY	163.98
9986801	04/27/12	RANGEL, SAMANTHA	28.00
9986802	04/27/12	BELMARES, GABRIEL	65.25
9986803	04/27/12	MORGAN, LINDSEY	230.19
9986804	04/27/12	REMNYAKOVA, ANZHELIK	72.50
9986805	04/27/12	STEFFEN, MICHAEL	87.00
9986806	04/27/12	VANG, GEORGE	65.25
			496,491.39

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: Spring 2012 Clean-Up Event Summary
DATE: May 9, 2012 for the May 14 City Council Meeting

INTRODUCTION

The Spring Clean-Up Event was held on April 21, 2012, at Aldrich Arena. The following summarizes the event.

DISCUSSION

Home Expo/Spring Clean Up Joint Events

This year the Spring Clean Up coincided with the Home Expo which took place in the Aldrich Arena building. All participants of the Spring Clean Up received a free ticket to the Home Expo. The Home Expo event organizer in turn allowed Maplewood the use of two booths, one for the City's building department and one for the Environmental and Natural Resources Commission. The Home Expo event coordinators were pleased with the joint events as it drew participants into the Home Expo. They have requested that the City hold its 2013 Spring Clean Up with their Home Expo again next year.

While staff appreciated the opportunity to jointly promote events, we did find the use of half of the parking lot for the Spring Clean Up to be less efficient than the use of the full parking lot as in previous years. Staff would like to thank Chad Hermanson and the police reserves for assisting in last minute changes to the Spring Clean Up layout and traffic flow. With that said, staff has requested the use of the full parking lot for the 2013 Spring Clean Up which is scheduled for April 20, 2013.

Spring Clean Up Summary and Comparisons

Following is a comparison of attendance and materials collected during the last three Spring and Fall Clean Ups:

Attendance and # of Item Collected	Year				
	2010		2011		2012
	Spring	Fall	Spring	Fall	Spring
Attendance (# of vehicles)	382	341	276	289	260
Garbage	22.56 tons	14.73 tons	9.64 tons	13.76 tons	12.5 tons
Demo/Construction	15.41 tons	9.32 tons	12.06 tons	12.56 tons	31.19 tons
Appliances (#)	136	119	83	64	74
Tires (# at event)	68	44	17	23	32
Tires (# picked up from right-of-ways by public works)	224	198	202	297	182

Attendance and # of Item Collected	Year				
	2010		2011		2012
	Spring	Fall	Spring	Fall	Spring
Electronic Waste	14,868 lbs	15,946 lbs	12,007 lbs	10,608 lbs	12,398 lbs
Mattresses Recycled (#)	N/A	61	60	61	41
Furniture Collected for Reuse	6,750 lbs	11,000 lbs	11,000 lbs	6,750 lbs	9,000 lbs
Carpet Recycled	N/A	N/A	N/A	N/A	800 lbs
Bicycles Collected for Reuse	700 lbs 29 bikes	2,000 lbs 76 bikes	1,500 lbs 60 bikes	1,300 lbs 53 bikes	1,250 lbs 54 bikes
Food/Donations Collected for Second Harvest Heartland	70 lbs \$44	94 lbs \$55	33 lbs	46 lbs \$15	22 lbs

Volunteers

Staff would like to thank the volunteers and organizations who volunteered their time and resources during the Spring Clean Up. Oliver Liu and Susan Young volunteered during the event. John and Ann Gutteter, owners of Papa Murphy's (2303 White Bear Avenue), donated, cooked, and delivered pizzas for the vendors and volunteers for lunch; as well as offered one-half off pizza coupons to participants of the Spring Clean Up.

Fall Clean Up

Staff will be working with District Council 2 staff and board members to organize a joint Fall Clean Up with Maplewood. The event is tentatively scheduled for Saturday, October 20, 2012, at Aldrich Arena. The partnership makes good economic and staffing sense since both organizations have seen a decline in the number of vehicles participating in Clean Ups from a high of 500 in earlier years to an average of 250 to 300 in current years.

SUMMARY

No action is required on this item.

AGENDA REPORT

TO: Jim Antonen, City Manager

FROM: Karen Guilfoile, Citizen Services Director

DATE: May 8, 2012

SUBJECT: Approval of Resolution for a Temporary Gambling Permit and Waive Permit Fee for St. Paul East Parks Lions – Maplewood Community Center

Introduction

An application has been submitted for a temporary gambling permit by Thomas O’Ryan on behalf of St. Paul East Parks Lions, 1821 Myrtle Street. The permit is to conduct excluded bingo at the Maplewood Community Center, 2100 White Bear Avenue to raise funds for Fish Creek. The event will be held on Thursday, July 26, 2012 from 5:00 p.m. to 9:00 p.m. The organizer of the event is requesting the fees for this permit be waived.

In order for the State of Minnesota to issue a temporary gambling permit, approval of the following resolution from the City is required:

RESOLUTION

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary gambling permit is approved for St. Paul East Parks Lions to conduct excluded bingo at the Maplewood Community Center, 2100 White Bear Avenue.

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

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

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

Recommendation

It is recommended that the Council approve the resolution for a temporary gambling permit for St. Paul East Parks Lions to conduct excluded bingo at the Maplewood Community Center, 2100 White Bear Avenue. It is further recommended that the Council approve the fee in the amount of \$58 be waived for the temporary gambling permit.

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, Citizen Services Director
DATE: May 8, 2012
SUBJECT: Approval of Resolution for a Temporary Gambling Permit and Waive Permit Fee for St. Paul East Parks Lions – Ramsey County Fair

Introduction

An application has been submitted for a temporary gambling permit by Thomas O’Ryan on behalf of St. Paul East Parks Lions, 1821 Myrtle Street. The permit is to conduct excluded bingo to raise funds to give back to the community. Bingo will be held at the Ramsey County Fair, 2020 White Bear Avenue from July 11, 2012 to July 13, 2012 from 4:00 p.m. to 11:00 p.m.; and July 14, 2012 to July 15, 2012 from 12:00 p.m. to 12:00 a.m.

As part of the event, an application for a temporary permit for on-sale 3.2 beer has also been submitted. The organizer of the event is requesting the fee of \$275 for this permits be waived.

In order for the State of Minnesota to issue a temporary gambling permit, approval of the following resolution from the City is required:

RESOLUTION

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary gambling permit is approved for St. Paul East Park Lions to conduct excluded bingo at the Ramsey County Fair, 2020 White Bear Avenue.

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

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

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

Recommendation

It is recommended that the Council approve the resolution for a temporary gambling permit for St. Paul East Parks Lions to conduct excluded bingo at the Ramsey County Fair, 2020 White Bear Avenue. It is further recommended that the Council approve the fees in the amount of \$275 be waived for a temporary permit for on-sale 3.2 beer.

AGENDA REPORT

TO: James Antonen, City Manager

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

SUBJECT: Resolution Amending ICMA-RC Deferred Compensation Plan

DATE: May 1, 2012

INTRODUCTION/SUMMARY

The City has had an established pre-tax deferred compensation or 457 plan with ICMA Retirement Corporation for its employees for many years. In 2011, after final IRS guidance, ICMA introduced a new option referred to as the 457 Roth plan. The 457 Roth is a post-tax option allowing employees more flexibility in planning for their retirement. There is no cost to the City or contribution by the City to this option. The attached resolution amends the City's ICMA-RC Deferred Compensation plan to incorporate these changes.

RECOMMENDED ACTION

It is recommended that the City Council approve the attached resolution amending the City of Maplewood's Deferred Compensation Plan.

Attachment:

1. Resolution Amending Deferred Compensation Plan

**RESOLUTION TO AMEND
DEFERRED COMPENSATION PLAN**

Plan Number: 3 0 0 8 8 2

Name of Employer: City of Maplewood

State: Minnesota

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services and

WHEREAS, the Employer has established a deferred compensation plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for it's employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel and

WHEREAS, the Employer has determined that the continuance of the deferred compensation plan will serve these objectives; and

NOW THEREFORE BE IS RESOLVED that the Employer hereby amends and restates the deferred compensation plan (the "Plan") in the form of the ICMA Retirement Corporation 4578 Governmental Deferred Compensation Plan & Trust, to include the associated Roth amendment.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries.

BE IT FURTHER RESOLVED that the employer hereby agrees to serve as Trustee under the Plan.

I, _____, Clerk of the City of Maplewood, Minnesota, do hereby certify that the foregoing resolution, proposed by the Trustee was duly passed and adopted by the City Council of the City of Maplewood at a regular meeting thereof held on the 14th day of May 2012.

WITNESS by my hand this _____ day of May 2012.

City Clerk
City of Maplewood, Minnesota

AGENDA REPORT

TO: City Manager
FROM: Finance Manager
SUBJECT: **Approval of Closure of Debt Service Funds**
DATE: May 1, 2012 for May 14, 2012 council meeting

INTRODUCTION

Three debt service funds need to be closed because bonds were paid off in 2011.

DISCUSSION

GO Improvement Bonds 1998B and 2002B, and GO Equipment Certificates 2006B were all paid off in 2011. Because transfers have previously been made from the General Fund to the 1998B and 2006B issues, it is proposed that these two funds be closed to the General Fund. The 2002B issue was partially financed with St. Paul WAC fees so it is proposed that it be closed to the St. Paul Water District (WAC) Fund. The transfers listed below are needed to close the funds.

Amount	From		To	
	Fund	Series	Fund	
\$ 128.69	334	1998B Bonds	101	General Fund
5,032.72	342	2002B Bonds	407	St. Paul WAC
39,994.88	355	2006B Bonds	101	General Fund

FINANCIAL IMPACT

There is no financial impact to the city as the proposal is to transfer money between funds.

RECOMMENDATION

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

AGENDA REPORT

TO: James W. Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
RE: **AUTHORIZATION TO DISPOSE OF OLD FINANCIAL RECORDS**
DATE: May 7, 2012 for May 14, 2012 Council Meeting

INTRODUCTION

Annually the City disposes of financial records that have passed their legally required retention period. However, before the records can be destroyed, the City is required by law to submit the attached application for approval to the State. The application has been submitted and approved by the Minnesota Historical Society.

RECOMMENDATION

It is recommended that the attached resolution be adopted so that the appropriate financial records can be destroyed.

Attachments:

1. Minnesota Historical Society Application for Authority to Dispose of Records
2. Resolution



MINNESOTA HISTORICAL SOCIETY

Attachment 1

STATE ARCHIVES DEPARTMENT

APPLICATION FOR AUTHORITY TO DISPOSE OF RECORDS

FOR USE BY RECORDS PANEL	
Application No.	Date
012-071	1/5/2012

Instructions:

1. This form does not provide continuous authority to dispose of similar records and cannot be used to approve a records retention schedule.
2. Complete original and three copies. Photocopies are acceptable.
3. Complete items 1 through 6 and item 8. Use reverse side to continue records description. If more space is needed, use plain paper.
4. Send original and two copies to the **State Archives Department, 345 Kellogg Boulevard West, St. Paul, MN 55102-1906.**
5. Retain one copy until your approved copy is returned. The approved copy will be your authority to dispose of records. It should be retained permanently.
6. Additional copies of this form are available from the address above or by telephoning (651) 259-3260. (FAX: (651) 296-9961).

NOTE: Laws of 1971, Chapter 529, Section 3 reads as follows: "It is the policy of the legislature that the disposal and preservation of public records be controlled exclusively by Minnesota Statutes, Chapter 138 and by this act, thus, no prior, special or general statute shall be construed to authorize or prevent the disposal of public records at a time or in a manner different than prescribed by such chapter or by this act and no general or special statute enacted subsequent to this act shall be construed to authorize or prevent the disposal of public records at a time or in a manner different than prescribed in chapter 138 or in this act unless it expressly exempts such records from the provision of such chapter and this act by specific reference to this section."

1. Agency or Office City of Maplewood	2. Division or Section Finance Department	3. Quantity of Records <u>28</u> Cubic Feet
4. Location of Records Maplewood Public Works Building	5. Laws other than M.S. 138.17 that relate to the destruction or safekeeping of the records: None to our knowledge	
6. I certify that the records listed on this application are accurately described, and that they have no further administrative, legal, or fiscal value for this agency.		
Authorized Signature (Type name below) Gayle Bauman	AUTHORIZATION: Under the authority of M.S. 138.17, it is hereby ordered that the records listed on this application be destroyed, except as shown in item 7. Director, Minnesota Historical Society	
Name Finance Manager	Date 1/3/2012	Date 5 Jan 2012
Title Finance Manager	Phone 651-249-2902	Date 2-3-12
		Date 2/17/12
		Attorney General

7. Exceptions to Destruction: (For use by Records Disposition Panel).

8. **Description of Records.** Describe each record series or type of record separately. Number each series, beginning with "1".

A. Item No.	B. Name of record, form numbers, content, usage, arrangement, original duplicate, or microfilmed.	C. Inclusive Dates
1	FINANCIAL RECORDS (6-year retention) A/P Check Register Bank Statements/Bank reconciliation (box 4) Deposit Slips (box 5) Cancelled A/P checks Receipts (box 13) Journal Entry Books (box 6) Budget Changes Documentation	Original 2005 Original 2004 & 2005 Original 2004 & 2005 Original 2005 & 2005 Original 2005 Original 2005 Original 2005

A. Item No.	B. Name of record, form numbers, content, usage, arrangement, original duplicate, or microfilmed.	C. Inclusive Dates
1 cont.	FINANCIAL RECORDS (6-year retention), Continued Charitable Gambling Original ACH/Wires Original Ambulance Month End Reports Original A/R/MIS/DEV Billing Records Original Ambulance Remits Original	2004 & 2005 2004 & 2005 2004 & 2005 2004 & 2005 2004 & 2005
2	FINANCIAL RECORDS (10-year retention) Paid Invoices & Claim Vouchers Original	2001
3	PAYROLL RECORDS (6-year retention) P/R Leave Hours Report Original Time Sheets Original P/R Check Register Original Cancelled P/R Checks Original Garnishments Original P/R Deductions – UW, W-2, W-4 Forms Original Pay Rate Documentation Original	2005 2005 2005 2005 2004 & 2005 2004 & 2005 2004 & 2005
4	PAYROLL RECORDS (10-year retention) Payroll reports (qtlly, State W/H, Federal, and FICA) Original	2000 & 2001

RESOLUTION

WHEREAS, M.S.A. 138.17 governs the destruction of city records; and

WHEREAS, a list of records has been presented to the Council with a request in writing that destruction be approved by the Council;

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

1. That per state law, the Finance Manager has applied to the Minnesota State Historical Society for an order authorizing destruction of the records as described in the attached list.
2. That the State has approved the Application for Authority to Dispose of Records and the Finance Manager is hereby authorized and directed to destroy the records listed.

AGENDA REPORT

TO: City Council
FROM: Chuck Bethel, City Attorney for HR/Labor Relations
SUBJECT: Resolution Approving PERA Coverage for Local Officials
DATE: May 3, 2012

INTRODUCTION/SUMMARY

In order to continue to provide both social security and PERA benefits to its elected officials, the City is required to adopt this resolution which declares that it shall be the policy of the City to both extend the provisions of Minnesota Statutes section 355.02 Subd. 3(b) providing full social security coverage to eligible elected officials and to direct the Public Employees Retirement Association (PERA) to execute a modification to the section 218 agreement between the State of Minnesota and the Secretary of Health and Human Services to provide that coverage. This resolution essentially fulfills a technical requirement under the law to approve and continue our current practices.

RECOMMENDATION:

Approve and sign the attached Resolution.

RESOLUTION NO. ____
SOCIAL SECURITY RESOLUTION FOR ENTITIES WITH ELECTED OFFICIALS
CURRENTLY HOLDING POSITIONS COVERED BY THE DEFINED CONTRIBUTION PLAN
(AND EXCLUDED FROM THE COORDINATED PLAN)

WHEREAS, Minnesota Statutes Section 355 sets procedures to allow a governmental subdivision to extend full Social Security coverage to certain local elected officials who are members of, or are eligible for membership in, the Defined Contribution Plan administered by the Public Employees Retirement Association; and

WHEREAS, City of Maplewood desires to offer full Social Security coverage to its eligible elected officials.

NOW, THEREFORE, BE IT RESOLVED that the City of Maplewood does hereby adopt the following resolution:

SECTION 1. It is hereby declared to be the policy of this governing body to extend the provisions of Minnesota Statutes Section 355.02, Subd. 3(b), providing full Social Security coverage to eligible elected officials of the governmental subdivision named above.

SECTION 2. In pursuance of said policy this governing body hereby requests and authorizes the execution of a divided vote referendum under Section 218(d)(6) of the Social Security Act for the purpose of allowing current eligible elected officials the option of paying the Social Security and, if applicable, Medicare taxes imposed by the Federal Insurance Contributions Act. The coverage of current elected local officials shall be effective as of 1/1/2007 for those eligible officials who vote "Yes" in the divided vote Social Security referendum. The referendum will be conducted pursuant to applicable state and federal regulations by a designee of this entity under the supervision of a representative of the Public Employees Retirement Association acting as the designated State Social Security Administrator.

SECTION 3. The Public Employees Retirement Association is hereby directed to execute a modification to the section 218 Agreement between the State of Minnesota and the Secretary of Health and Human Services to secure full Social Security coverage of the eligible elected officials who vote "Yes" in the referendum and all local newly-elected officials of this governmental subdivision.

SECTION 4. Withholdings from the salaries of elected officials for the purposes provided in this resolution are hereby authorized to be made in the amounts and at such times as may be required by applicable federal and state laws and regulations.

SECTION 5. Employer contributions shall be paid from amounts appropriated for such purposes and payment of employee and employer contributions shall be paid to the Internal Revenue Service in such amounts and at such times as are designated in Internal Revenue Code.

SECTION 6. The City of Maplewood shall maintain such records and submit such reports as may be required by the Public Employees Retirement Association or the Social Security Administration.

SECTION 7. This resolution shall take effect and be in full force from and after its passage.

Adopted this 14th of May, 2012

Will Rossbach, Mayor

Karen Guilfoile, City Clerk

James W. Antonen, City Manager

MEMORANDUM

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
 Alan Kantrud, City Attorney
SUBJECT: **Consider Approval of Contract with Friends of the Mississippi River for Fish Creek Partnership**
DATE: May 8, 2012 for May 14, 2012 Council Meeting

INTRODUCTION

In 2010, City Council approved recommendations for the Fish Creek Natural Area Greenway. One of the priorities for the greenway is the purchase of a 69.6-acre site south of Carver Road. The City has agreed to purchase the site from The Conservation Fund and has secured 70% of the funding needed for acquisition. Staff continues to seek grants and The Fish Creek Committee has set a goal to raise \$100,000 from residents and local businesses. Friends of the Mississippi River has offered to support the fundraising efforts for acquisition of Fish Creek.

DISCUSSION

Maplewood has entered into an agreement with The Conservation Fund to purchase the 69.6-acre Fish Creek parcel, south of Carver Avenue. The city has secured \$1,531,000 of the \$2,160,000 needed to purchase the land. We currently have grant requests out to 3M Foundation (\$200,000) and Natural and Scenic Area Grant (\$94,000); and Friends of the Mississippi River has requested support for this project (\$162,000) via a Legislative-Citizen Commission on Minnesota Resources (LCCMR) grant they submitted with Metro Conservation Corridor Partners.

Granting agencies have encouraged the city to show community support for the project through donations from individuals and local businesses. The City is not allowed to launch a fundraising campaign of this sort. However, earlier this year, a group of residents formed the Fish Creek Committee to raise awareness of the project and to help raise \$100,000 towards acquisition. Staff is supporting the committee in their activities to present special events and develop materials to raise awareness. Resident Ginny Yingling is chairing the committee's fundraising efforts. The Committee has developed a strategy to solicit funds from individuals and local businesses and will host a fundraising event in 2012. However, the Fish Creek Committee is not in a position to take on financial responsibilities and needs the support of a partner that can do so.

Friends of the Mississippi River (FMR), a non-profit group dedicated to protection and enhancement of the Mississippi River in the Twin Cities, participated in developing the recommendations for the Fish Creek Natural Area Greenway. Acquisition and protection of the Fish Creek parcel is consistent with their mission and they are excited about the progress the City has made towards acquiring this land. They would like to support the acquisition efforts. In addition to including Fish Creek in their LCCMR grant request, they are willing to be Fiscal Agent for funds raised by the Fish Creek Committee. In that capacity, they would accept donations for Fish Creek acquisition (solicited by the Fish Creek Committee), maintain

records of the donations, formally acknowledge and thank donors, provide a tax-deductible, charitable purpose to donors and provide the necessary financial accounting and tax reporting for these gifts. FMR will then, periodically, submit a donation to the City towards acquisition of Fish Creek. FMR is a well-respected organization and has the staffing and systems in place to carry out these functions.

In order to proceed, FMR would like to enter into an agreement with the City of Maplewood that clarifies roles and responsibilities. Key items in the agreement include:

1. FMR shall serve as Fiscal Agent for donations for acquisition of the Fish Creek parcel.
2. FMR shall establish a designated account for the project segregated from their other projects.
3. All amounts deposited in the Project Account would go towards Fish Creek acquisition, less administrative charges.
4. All disbursements from the account shall be treated as payments made to or on behalf of the City to accomplish acquisition of the parcel.
5. The City shall give proper credit to FMR in publicity about the project.
6. The agreement shall be subject to review annually.

As indicated above, FMR would cover their expenses for processing Fish Creek donations by taking administrative costs from those donations. The administrative charges would be a very small percentage of the funds raised.

Partnerships have been essential to the progress made towards acquisition of the Fish Creek parcel. The Fish Creek Committee would like to raise funds towards this effort and needs the support of FMR to do so. Staff recommends the City enters into an agreement with FMR that clarifies roles in this endeavor. The City would be the sponsored entity acting through the Fish Creek Committee.

RECOMMENDATION

Staff requests that the City Council considers approval of entering into an agreement with Friends of the Mississippi River that clarifies their role as Fiscal Agent in accepting donations for Fish Creek acquisition, thereby supporting efforts by the Fish Creek Committee to raise funds towards acquisition of Fish Creek.

MEMORANDUM

TO: James Antonen, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director
Ginny Gaynor, Natural Resources Coordinator

DATE: May 7, 2012 for May 14, 2012 Council Meeting

RE: Resolution Accepting Donation from Maplewood Oakdale Lions to City of Maplewood

Introduction

A donation of \$300 was donated by Maplewood Oakdale Lions Club to the City of Maplewood's Parks and Recreation Department to purchase trees for Lions Park and to purchase refreshments for the City's Arbor Day celebration on May 12, 2012.

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 of \$300 for trees for Lions Park and for refreshments for Maplewood's 2012 Arbor Day Celebration.

**RESOLUTION
ACCEPTANCE OF DONATION**

WHEREAS the City of Maplewood's Parks and Recreation Department has received a donation of \$300 for trees for Lions Park and for refreshments for Maplewood's 2012 Arbor Day Celebration.

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

AGENDA REPORT

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
Ron Horwath, Aquatic Manager
SUBJ: **Consider Approval of Contract Extension between the City of Maplewood and
ISD 622 for Aquatic Programming Services**
DATE: May 6, 2012 – for council meeting on May 14, 2012

INTRODUCTION

The City of Maplewood and Independent School District 622 Community Education (ISD) have entered into a contract to work cooperatively to provide aquatic program services to the community at large. The original contract was approved by council this past January. Staff from both entities are very pleased with the progress and results of the services provided thus far. To that end, staff is proposing to extend the contract between the City of Maplewood and ISD 622 for one additional year thru August 3, 2013. The contract amount was also increased by 10% for this additional year bringing the total to \$33k for services provided.

The contract requires the City of Maplewood to provide services to assist in the management and supervision of the ISD 622 swim lessons, water exercise programs and open swim. I have attached the proposed contract extension for council's review and consideration. The city attorney has reviewed and approved the language in the proposed contract.

RECOMMENDATION

Staff recommends council approve the contract extension between the City of Maplewood and ISD 622 for aquatic programming services and authorizes the City Manager to execute contract for one additional year with a 10% increase in payment for services rendered.

ATTACHMENTS:

1. **Proposed Contract Extension Between the City of Maplewood and Independent School District 622 for Aquatic Programming Services.**

CONTRACT FOR SERVICES between ISD 622 Community Education and the City of Maplewood

Name of Contractor: City of Maplewood; Maplewood Community Center (MCC)

Address: 2100 White Bear Avenue, Maplewood, MN 55109

Dates of Service: August 4, 2012 – August 3, 2013

Times: Varies based of swim lessons schedules

Description of Services: The direct supervision of ISD 622 Aquatics staff and coordination of swimming lessons and water fitness classes to include:

ISD 622 Community Education Stipulations

- The City of Maplewood will provide supervision and evaluation of the 622 winter session of swimming lessons and water exercise classes.
- The City of Maplewood will plan, schedule, train, supervise and evaluate the 622 spring, summer, fall, and winter sessions of swimming lessons and water exercise classes.
- The City of Maplewood will schedule lifeguards for ISD 622 pool rentals and other special events such as St. Peter's Catholic School Swim Team, North High SCUBA, Girls Swim Night Out, Landfall April Swim Lessons, Adaptive Aquatics, and other private parties.
- The City of Maplewood will schedule Water Safety Instructors for Landfall April Swim Lessons, Adaptive Aquatics, and for other special requests from ISD 622 Community Education Manager.
- The City of Maplewood will collaborate with 622 Community Education Manager regarding 622 swimming lesson/water exercise class fees, equipment needs, scheduling, staffing, payroll and evaluation.
- Current ISD 622 employees will remain employees of ISD 622 for duration of this contract. The contractor will approve time sheets & submit to ISD 622 for payment. When additional staff is required, they will be hired as ISD 622 employees and paid at District 622 rates.

The City of Maplewood Stipulations

- ISD 622 Community Education will pay for a certified lifeguard to be on the deck during all swim lessons. This is to ensure optimum patron safety.
- ISD 622 Community Education will pay Water Safety Instructors and Water Safety Aides for swim lessons.
- ISD 622 Community Education will pay Instructors for Water Fitness and Cardio Water Workout classes.
- The Maplewood Community Center may use 622 pools for purposes of conducting Red Cross Lifeguarding, Water Safety Instructor and re-certification courses. These trainings will be conducted at times that least interferes with other programs such as swim lessons and water fitness classes and can be for the benefit of both ISD 622 and City of Maplewood programs; some of these programs may be offered to the public.
- Training sessions for both 622 and City of Maplewood staff may be conducted at any of the available pools or facilities including MCC and may be conducted jointly with 622 and MCC staff. Staff will be paid by their respective employers for such required trainings.
- Current City of Maplewood employees will remain employees of Maplewood for duration of this contract. When additional staff is required, City of Maplewood staff can

be hired as ISD 622 employees and paid at District 622 rates. The contractor will approve time sheets & submit to ISD 622 for payment.

- The City of Maplewood and ISD 622 Community Education mutually agree to indemnify and hold each other harmless for any and all occurrences relating to coordination, supervision, management, instruction, lifeguarding, and all other relevant issues relating to the coordination and operation of a comprehensive aquatics program.

The City of Maplewood and ISD 622 Community Education shall list each other as additional insured for all aquatic related activities. All insurance policies and/or agreements relating to aquatic related activities must be reviewed and approved by the respective attorneys, City Manager for the City of Maplewood and Community Education Director for ISD 622 Community Education.

All insurance policies and/or agreements relating to aquatic-related activities shall require that the issuer notify the City of Maplewood and ISD Community per MN State Statute 60A.35-.38 of any policy cancellation or non-renewal.

- Both parties agree to discuss extension of this contract in May, 2013.
- Contract expires on August 3, 2013.

Location of Services: John Glenn Middle School Pool, Skyview Community School Pool and, Maplewood Middle School Pool

Total amount to be paid by ISD 622 Community Education to the City of Maplewood: \$33,000

This is a contract between Independent School District No. 622 and the contractor as specified above. It is agreed that the City of Maplewood will invoice ISD 622 Community Education for the amount of \$8250 at the end of each session (12/15/12, 3/31/13, 5/31/13, 8/3/13). Either party may terminate this Contract upon giving the other party a ninety (90) day written notice. The contractor is accountable to Patricia Svendsen – ISD 622 Community Education Manager.

Chuck Ericksen: _____
ISD 622 Community Education Director

Date: _____

Patricia Svendsen: _____
ISD 622 Community Education Manager

Date: _____

Jim Antonen: _____
City of Maplewood City Manager

Date: _____

DuWayne Konewko: _____
City of Maplewood Parks and Recreation Director

Date: _____

MEMORANDUM

TO: James Antonen, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director
Ann Hutchinson, Lead Naturalist

DATE: Tuesday, May 8, 2012

RE: Approval of Resolution Accepting Donation from Friends of Maplewood Nature to Maplewood Nature Center

Introduction

In April 2012, The Friends of Maplewood Nature donated 10 pair of new binoculars (value of \$885) to the Maplewood Nature Center. The binoculars are appropriate for ages 3rd grade to adult.

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 of 10 pair of new binoculars to the Maplewood Nature Center.

**RESOLUTION
ACCEPTANCE OF DONATION**

WHEREAS the City of Maplewood and the Parks and Recreation Department has received a donation of 10 pair of new binoculars to the Maplewood Nature Center.

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

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Kummer, Staff Engineer
SUBJECT: **Approval of Grant Agreement between the Capitol Region Watershed District and the City of Maplewood, Western Hills Area Street Improvement, City Project 10-14**
DATE: April 24, 2012

INTRODUCTION

The City Council will consider approval of a grant agreement with the Capitol Region Watershed District (CRWD) to receive grant funds for a pervious concrete parking lot and sidewalk constructed as part of the Western Hills Area Street Improvement project.

BACKGROUND

On May 9th, 2011, the Council awarded a contract to T.A. Schifsky and Sons for the construction of street improvements to the Western Hills neighborhood generally located north of Larpenteur Avenue and south of Roselawn Avenue west of I-35E. As part of this improvement project, the City implemented its boulevard rain water garden program and constructed several areas of pervious pavement. Pervious pavement areas included the dead ends of Bellwood Avenue and Summer Street, a pervious sidewalk along Adolphus Street north of Larpenteur Avenue, and the reconstruction of the Western Hills Park parking lot to pervious concrete.

DISCUSSION

The City applied for a cost-share grant through CRWD for 50% funding of the pervious concrete construction and rain water garden improvements. The CRWD board approved a 50% cost share for the pervious concrete construction. To receive the funds, an agreement (attached) between CRWD and the City is required.

BUDGET

The total estimated cost of the pervious concrete improvements on the Western Hills project is \$70,324. CRWD approved a 50% cost-share for these improvements not to exceed \$35,162. When the project is complete and actual quantities have been tabulated and approved, the City will submit its request for reimbursement for the actual cost of the improvements.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor and City Manager to enter into the attached agreement with the Capitol Region Watershed District to receive cost-share grant funds for pervious concrete improvements made to the Western Hills neighborhood completed as part of City Project 10-14.

Attachments:
1. Project Map
2. Agreement

CAPITOL REGION WATERSHED DISTRICT
GRANT AGREEMENT
WITH CITY OF MAPLEWOOD

Re: Pervious Pavement in Western Hills Area Street Improvements
Cost Share Grant Funding for Construction Pervious Pavement
Included Exhibits: **A**. City of Maplewood Special Grant Application letter dated Nov.
4, 2011

THIS AGREEMENT is entered into this ___ day of _____, 2012, by and between City of Maplewood, hereinafter referred to as the "Grantee", and the Capitol Region Watershed District, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has an approved Watershed Management Plan which includes funding for implementing Best Management Practices throughout the Watershed District; and

WHEREAS, the District has adopted and approved the 2012 Budget and Workplan which include funding for Special Projects and Grants; and

WHEREAS, the District and the Grantee have worked cooperatively to develop a project approach that is acceptable to both parties; and

WHEREAS, the District and the Grantee have a desire design and construct pervious pavement as part of the Western Hills Area Improvements to treat stormwater and test new technology; and

WHEREAS, the District Board of Managers has authorized payment of no more than \$35,162 for the construction of pervious pavement; and

WHEREAS, the Grantee is committed to funding the remainder of the project costs;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Project: The Grantee shall perform the Project as defined in the attached grant application, as approved by the District.

2. Payment: The District shall make a grant to the Grantee in an amount not to exceed \$35,162. The grant is limited to costs associated with: construction of pervious pavement improvements, as identified in the grant application and other exhibits of this agreement. Payment will be in the form of reimbursement for actual costs, following receipt of documentation from the Grantee that the work has been completed satisfactorily.

The Grantee shall complete the project and request reimbursement no later than August 1, 2012.

3. Functionality: If the Project is a physical improvement, the Grantee shall ensure that the Project is fully functional, adequately maintained and meets the specifications of the grant application for a period of 15 years. If the Project is a study or analysis, the Grantee shall make the final Project available to the public, or shall provide a copy to the District.

4. Reports: The Grantee will provide periodic updates during the design process. Reports shall provide information on project status, draft and final deliverables, project meeting summaries and other relevant work products for the project.

5. Liability: The Grantee agrees to defend, indemnify and hold harmless the District against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement, whether by the parties or by their agents, employees or contractors. Neither the District, or the Grantee, if applicable, waive any immunities provided by any law or doctrine, including those of Minnesota Statutes Chapter 466. Nothing herein shall be construed to allow a claimant to obtain separate judgments or separate liability limits from the individual parties.

6. Modification: It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.

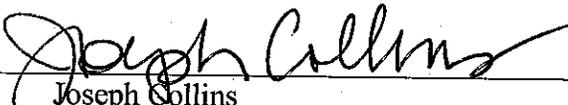
This agreement shall remain in full force and effect until August 1, 2012, unless earlier terminated by mutual agreement of the Grantee and the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

GRANTEE

CAPITOL REGION WATERSHED DISTRICT

By _____

By  _____

Name _____

Joseph Collins

Title _____

Board President

By _____

By  _____

Name _____

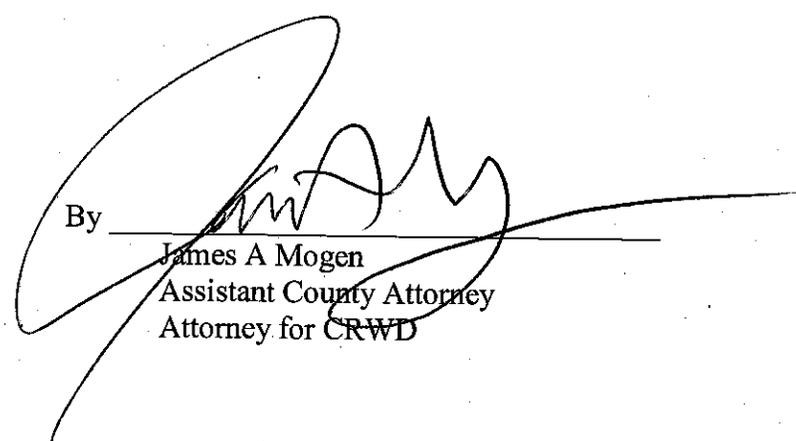
Mark Doneux

Title _____

District Administrator

Approved as to Form:

By _____

By  _____

Attorney

James A Mogen
Assistant County Attorney
Attorney for CRWD

EXHIBIT A

**CAPITOL REGION WATERSHED DISTRICT
SPECIAL PROJECT AND GRANT PROGRAM 2011**

GRANT APPLICATION FOR:

**WESTERN HILLS AREA STREET IMPROVEMENT PROJECT
CITY OF MAPLEWOOD PROJECT 10-14**

Steven L. Kummer, P.E.
Reg. No. 44296



City of Maplewood
Department of Public Works
1902 East County Road B
Maplewood, Minnesota 55109

**C.P. 10-14
Western Hills Area Street Improvements
3/16/2011**

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C.P. 10-14
Western Hills Area Street Improvements
3/16/2011

1.0 PROJECT DESCRIPTION AND JUSTIFICATION

The City of Maplewood recently submitted for permit Capitol Region Watershed District to carry out a public improvement project in the Western Hills neighborhood generally, west of I-35E, east of the CP Railroad, north of Larpenteur Avenue and south of Roselawn Avenue. This project is part of the city capital improvement plan for 2011.

All neighborhood streets as shown in Figure 1 are proposed for reconstruction to an urban bituminous street section with concrete curb and gutter. The project also includes the addition of sidewalks along Larpenteur Avenue, Jackson Street and Adolphus Street north of Larpenteur Avenue. Utility improvements include the installation of a drainage system (capture, treatment and control of runoff), sanitary sewer system improvements and watermain replacement.

The City is implementing a number of innovative storm water treatment practices as part of this project. These specific improvements are as follows:

- 1) Continuation of the City's break-through boulevard rainwater garden program for residential neighborhoods. On past projects, the City used standardized rain garden sizes and planting schemes. For this project, we are utilizing the expertise of a landscape architect to design and sell the boulevard rain garden concept to the neighborhood with varied basin designs, shapes and sizes. So far, we have received interest from 60 residents to date, and requests are still coming in after our initial campaign.
- 2) Pervious pavements. The City is moving forward with the construction of several pervious concrete pavements adjacent to Western Hills Park. Also, the city is proposing a pervious concrete sidewalk along the east side of Adolphus Street providing pedestrian access to the Park and Champp's from Larpenteur Avenue.

The City believes these improvements go above and beyond the District's base requirements for storm water treatment in the area. The City also believes that no other City within the Capitol Region Watershed has developed such an innovative program to improve storm water treatment. This report will lay out the details as to how the City is justified to receive a grant award from the District.

2.0 CONCEPTUAL DESIGN

2.1 Residential Rain Gardens

The City will continue with its residential rain garden program as part of the Western Hills Improvement project. These consist of small-scale depressed landscape gardens placed within the street boulevards (see Exhibit 1). Curb openings are placed to permit direct runoff from the street surface to enter the gardens. In turn, the gardens take the "first flush" flow from the street for infiltration. Once the garden is full, the water bypasses through the gutter like normal. The City believes that the Western Hills neighborhood is ripe for these gardens. Soils throughout the neighborhood are relatively

C.P. 10-14
Western Hills Area Street Improvements
3/16/2011

sandy and loose. The plant material only further enhances the infiltration capability of the soils in this neighborhood.

In the past, the City has used standard sizes of 8'x16', 10'x20' and 12'x24', but has found that these sizes are somewhat cumbersome for the purposes of construction. Underground utilities generally inhibit constructing the gardens to a prescribed "rectangular" dimension. As well, the gardens when constructed to these dimensions turn into "pill" shapes, which are generally considered undesirable for landscaped gardens. Also, with the aging and need for updating of the program, the City was receiving lackluster participation.

As a result, the City has hired a landscape architect with Barr Engineering to create rain garden planting plates that can be easily modified to differing rain garden shapes. The planting plates are modified according to how much each resident wants to maintain and also includes the option of a short boulder or stacked-stone retaining wall.

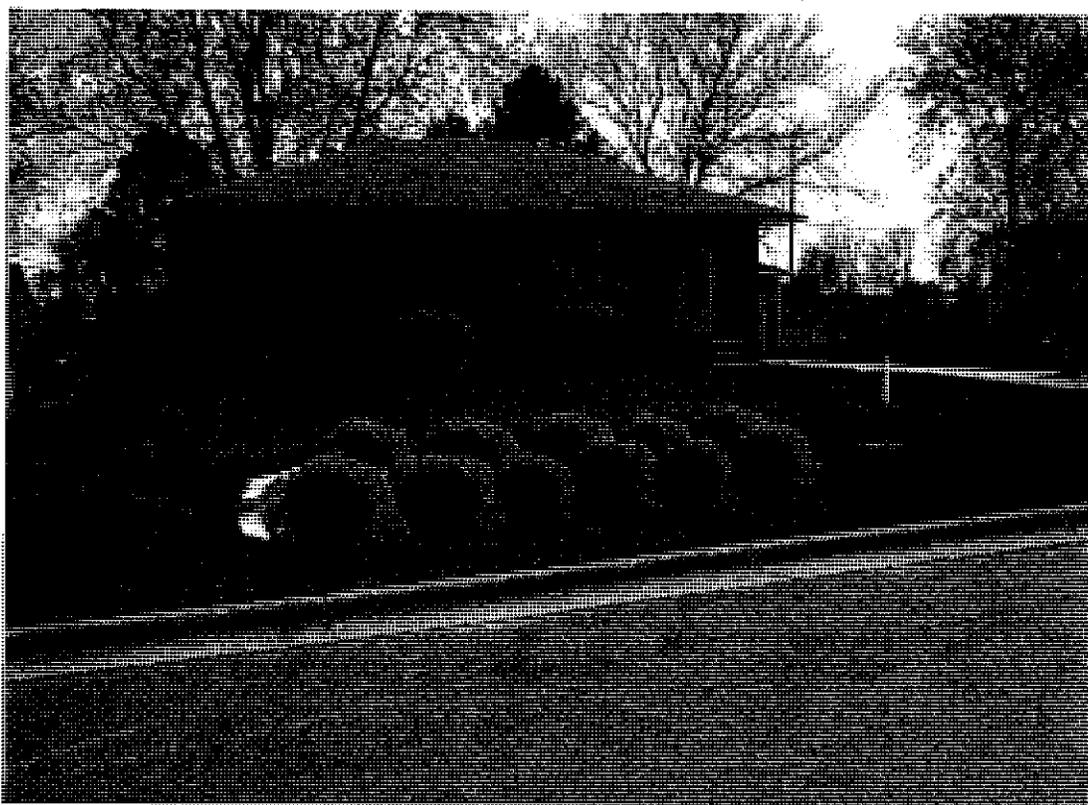


Figure 1: Example Rain Garden Rendering for Marketing Purposes

With the creation of the planting plates, the architect also created a "social marketing" campaign to garner interest in the program. Figure 1 is an example of a rendering created to help sell the concept. The campaign also included a letter to the residents (Exhibits 2 and 3) a flyer at our neighborhood meetings (Exhibits 4 and 5) and a door-to-door personal appeal to help residents understand them better.

C.P. 10-14
Western Hills Area Street Improvements
3/16/2011

The City's original goal was to get 40% of the residents to sign on to the program. Out of 286 assessable parcels, this comes to 114 properties. To date, the City has received interest in the rain garden program from 84 properties. While this is short of our goal, this is considered record participation compared to other street reconstruction projects similar in size and scope.

2.2 Pervious Pavement

The City will install as part of this project several areas of pervious concrete. These areas include the ends of two streets that dead-end at Western Hills Park (Adolphus Street and Summer Avenue) and the Park parking lot at the end of Adolphus Street north of Larpenteur Avenue. Pervious concrete is also proposed for a new sidewalk along Adolphus Street (Exhibit 6).

The street and parking lot pavement section will consist of 6 inches of pervious concrete over a 1-inch choker course and 18 inches of open-graded stone. The sidewalk will consist of 4 inches of pervious concrete over a 1-inch choker course and 12 inches of open-graded stone. A drain tile line is proposed within the base of the pavement section positioned 6 inches above the subgrade. (Sections shown in Exhibit 7.)

The purpose is more for experimental purposes and monitoring. The City has not installed pervious concrete in the past and wishes to proceed and experiment with a new type of pervious pavement material in terms of durability, maintenance and drainage.

3.0 ESTIMATED WATER QUALITY BENEFIT AND CALCULATIONS

All infiltration volume provided as follows is above and beyond the current 30,939 cf required as part of the Western Hills project.

3.1 Boulevard Rain Gardens

The total treatment benefit of the rain gardens is difficult to estimate given that the shapes and sizes of the gardens can vary wildly based on resident preference. For the purposes of this computation and from past experience, a minimum dimension of 8'x16' with a 1-foot depth is assumed for the purposes of volume computation.

Assuming that all 84 gardens are built, the volume of capture is as follows:

Rain Garden Area	8 ft x 16 ft = 128 sf
Depth	1 ft
Volume per garden	128 sf x 1 ft = 128 cf
Provided Infiltration Volume	84 gardens x 128 cf/garden = 10,752 cf

C.P. 10-14
Western Hills Area Street Improvements
3/16/2011

3.2 Pervious Pavement

Four areas of pervious pavement are proposed:

Dead End, Summer Ave:	1,283 sf
Dead End, Adolphus St (N):	918 sf
Park Parking Lot	4,972 sf
Sidewalk, Adolphus St (S):	5,580 sf

For all areas, the infiltration depth is that area below the draitile, or a depth of 6 inches. Assuming 40% void space within the stone base the total volume captured for infiltration is as follows:

Total Area:	$1,283 + 918 + 4,972 + 5,580 = 12,753$ sf
Depth:	6 inches or 0.5 feet

Infiltration Volume Provided: $12,753$ sf x 0.5 ft x 40% voids = **2,551 cf**

4.0 DETAILED COST ESTIMATE

Bids were received on April 29, 2011. The low bid was T.A. Schifsky and Sons which was accepted by the City Council on May 9, 2011. The cost estimates below reflect the bid unit prices received.

4.1 Rain Gardens

The total end cost of the rain gardens to date is difficult to estimate. Based on the assumptions as stated in Section 3.1, assuming a unit price of \$25.00/sq. yd. for the rain garden preparation and adding an additional 20% for planting, the total cost of the residential gardens proposed for this project is as follows:

Estimated Area of Gardens:	10,752 sf or 1,195 sy
Cost of Prep:	$1,195$ sy x $\$25.00$ /sy = $\$29,875.00$
Planting:	30% of $\$29,875 = \$8,962.50$
Total Estimate:	$\\$38,837.00$

4.2 Pervious Concrete

The pervious pavements were included as Bid Alternate No. 4 to the Western Hills project. The total amount of the bid (which accounts for subtracting out quantities for a regular sidewalk or bituminous pavement) is **$\$70,324.10$** .

C.P. 10-14
Western Hills Area Street Improvements
3/16/2011

BID ALTERNATE 4 - PVIOUS PAVEMENTS				
2105.501	1-1/2 INCH CRUSHED ROCK	CY	658	\$ 31.20 \$ 20,529.60
2105.501	ADDITIONAL COMMON EXCAVATION	CY	398	\$ 7.44 \$ 2,961.12
2105.604	GEOTEXTILE FABRIC TYPE V NON-WOVEN	SY	1970	\$ 1.92 \$ 3,782.40
2301.604	PERVIOUS CONCRETE PAVEMENT, 6-INCH THICKNESS (STREET)	SY	797	\$ 52.00 \$ 41,444.00
2301.604	PERVIOUS CONCRETE PAVEMENT, 4-INCH THICKNESS (WALK)	SY	620	\$ 46.80 \$ 29,016.00
2502.541	4" PERFORATED DRAIN TUBING WITH SOCK	LF	286	\$ 3.33 \$ 952.38
2211.501	DEDUCT AGGREGATE BASE CLASS 6 FOR WALKS, 4-INCH THIC	SY	-620	\$ 3.50 \$ (2,170.00)
2211.501	DEDUCT AGGREGATE BASE CLASS 6 FOR STREETS	TON	-334	\$ 9.90 \$ (3,306.60)
2360.501	DEDUCT TYPE SP-12.5 WEARING COURSE MIXTURE (2,B)	TON	-68	\$ 59.00 \$ (4,012.00)
2360.502	DEDUCT TYPE SP-12.5 NON-WEARING COURSE MIXTURE (2,B)	TON	-88	\$ 59.00 \$ (5,192.00)
2521.501	DEDUCT 4" CONCRETE SIDEWALK	SF	-5584	\$ 2.45 \$ (13,680.80)
				\$ 70,324.10

Figure 2: Bid Alternate No. 4 to the Western Hills Project

5.0 DESCRIPTION FOR EDUCATION AND/OR DEMONSTRATION

The City of Maplewood continues its rain garden program, which continues to improve with each year. For future street reconstruction projects, we can refer residents to this neighborhood to see how the gardens would lay out in their front yards.

No formal plans have been laid out for a kiosk or signage at this time for the pervious parking lot. The City can certainly be encouraged to do so. However, with the high rate of nefarious activity that occurs in this parking lot, it's possible that the sign may be vandalized due to its secluded location.

In light of the signage, a water truck demonstration or presentation before our various commissions would serve to educate the general public about the pervious pavement. As well, we have a yearly tour of developments and street projects in the City where the various commissions and the city council tour newly constructed developments within the City limits. It gives us the opportunity to showcase this particular project.

6.0 DESCRIPTION OF LEVEL OF INNOVATION

The City believes that it is going above and beyond for the cause of treating storm water runoff, and the City Council has been highly supportive of design activities directed toward reducing runoff and pollutant loads on local lakes and streams.

The City continues to improve its rain garden program. This year, innovation was done through the use of "social marketing" and a door-to-door campaign. While seemingly old-fashioned and not new, this is new in terms of the selling of the private rain gardens. Basic education and a marketing campaign about the intent of the gardens is critical, and it worked to gain record commitments to the program.

Pervious concrete is still in its infancy and experimental stages. More and more cities are signing onto this BMP for residential streets. Once the durability of the surface type is more proven and the City has equipment for maintaining it, the City may utilize pervious pavement more in the future.

7.0 DESCRIPTION OF MONITORING AND EVALUATION

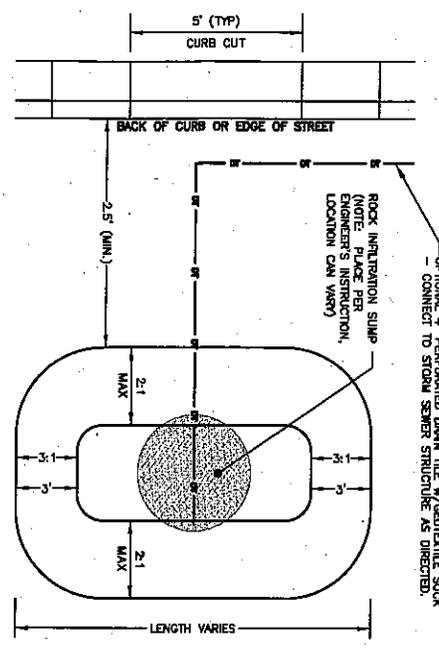
7.1 Rain Gardens

In the next 5 years, the City will undergo some changes in its capital improvement program to more preservation and maintenance-focused activities. Currently, the City is mapping locations of all residential rain gardens installed as part of all capital improvement projects within the last 10 years. We will focus more on education of the homeowners on maintenance of the gardens so they perform their intended function.

7.2 Pervious Concrete

Pervious concrete (or pervious pavement, for that matter) is a relatively experimental concept. It definitely has proven itself in terms of reducing runoff. However, the City is more concerned with durability. The two pervious asphalt parking lots that we have constructed in the City (Public Works building lot and Geranium Park) have durability and maintenance issues, specifically with popouts. This is readily apparent after a spring thaw, when popped-out aggregate particles are strewn up in the grass from snow plowing (even after the use of a neoprene plow blade). The City is going to allow the use of metal plow blades on the street ends to gage the durability of the paved surface.

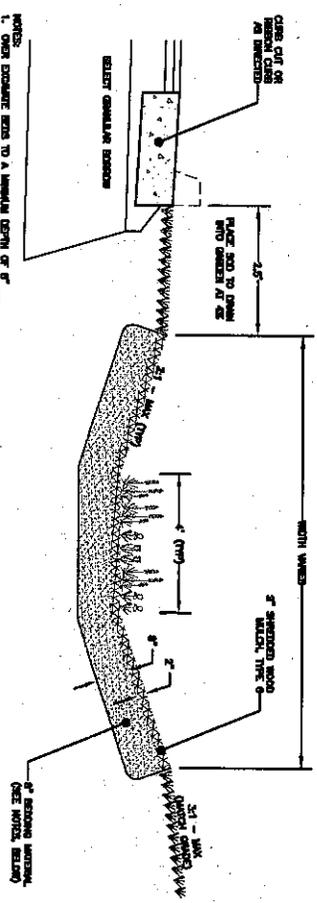
GENERAL RESIDENTIAL RAIN WATER GARDEN - PLAN VIEW



NOTE: GARDEN LOCATION, SIZE AND SHAPE WILL BE MARKED IN THE FIELD BY THE ENGINEER / INSPECTOR. NO ADDITIONAL COMPENSATION WILL BE MADE FOR GARDENS OF DIFFERENT SIZES OR SHAPES.

TYPICAL SECTIONS

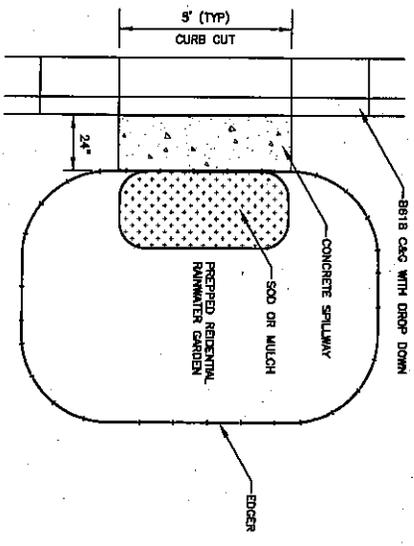
RESIDENTIAL RAIN WATER GARDEN
TYPICAL SECTION



1. EXISTING EXPOSED SOIL TO A MINIMUM DEPTH OF 6" UNDISTURBED SOIL SHALL BE REMOVED AND REPLACED WITH 2" OF 1/2" WASHED SAND.
2. EXISTING EXPOSED SOIL TO A MINIMUM DEPTH OF 6" UNDISTURBED SOIL SHALL BE REMOVED AND REPLACED WITH 2" OF 1/2" WASHED SAND.
3. EXISTING EXPOSED SOIL TO A MINIMUM DEPTH OF 6" UNDISTURBED SOIL SHALL BE REMOVED AND REPLACED WITH 2" OF 1/2" WASHED SAND.
4. EXISTING EXPOSED SOIL TO A MINIMUM DEPTH OF 6" UNDISTURBED SOIL SHALL BE REMOVED AND REPLACED WITH 2" OF 1/2" WASHED SAND.
5. EXISTING EXPOSED SOIL TO A MINIMUM DEPTH OF 6" UNDISTURBED SOIL SHALL BE REMOVED AND REPLACED WITH 2" OF 1/2" WASHED SAND.

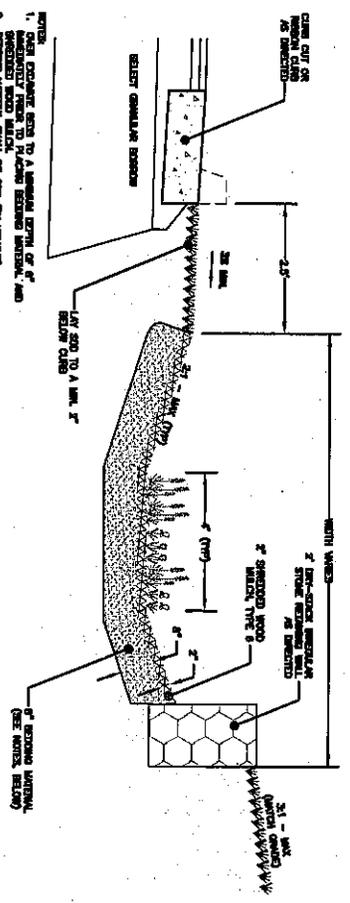
1. EXISTING EXPOSED SOIL TO A MINIMUM DEPTH OF 6" UNDISTURBED SOIL SHALL BE REMOVED AND REPLACED WITH 2" OF 1/2" WASHED SAND.
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RAINWATER GARDEN MODIFICATIONS - PLAN VIEW



TYPICAL SECTIONS
NOT TO SCALE

RESIDENTIAL RAIN WATER GARDEN WITH STONE WALL
TYPICAL SECTION



1. EXISTING EXPOSED SOIL TO A MINIMUM DEPTH OF 6" UNDISTURBED SOIL SHALL BE REMOVED AND REPLACED WITH 2" OF 1/2" WASHED SAND.
2. EXISTING EXPOSED SOIL TO A MINIMUM DEPTH OF 6" UNDISTURBED SOIL SHALL BE REMOVED AND REPLACED WITH 2" OF 1/2" WASHED SAND.
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CITY PROJECT 10-14

SHEET NO. 21	REVISION	DATE	BY	APP'D
WESTERN HILLS		DESIGNED BY: A. J. F. / J. M. / J. S. / J. W. / J. L. / J. K. / J. H. / J. G. / J. F. / J. D. / J. C. / J. B. / J. A.		
TYPICAL SECTIONS		CHECKED BY: A. J. F. / J. M. / J. S. / J. W. / J. L. / J. K. / J. H. / J. G. / J. F. / J. D. / J. C. / J. B. / J. A.		
<p>WESTERN HILLS</p> <p>DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION</p> <p>1822 County Road B East Maplewood, Minnesota 55110 (612) 246-2400 FAX (612) 246-2400</p>				
<p>STEVEN L. KUMMER, P.E. DATE: 4/2/2011 LICENSE NO. 44288</p>				

City of Maplewood Letterhead

April 1, 2011

FREE Landscaping

Dear Maplewood Resident:

Please consider allowing a rainwater garden to be built in your front yard this summer when your street gets reconstructed.

Amy and Matt will be stopping by your house in April to talk with you about rainwater gardens. We'll be knocking on doors in the late afternoon, and hope you will have a few minutes to chat.

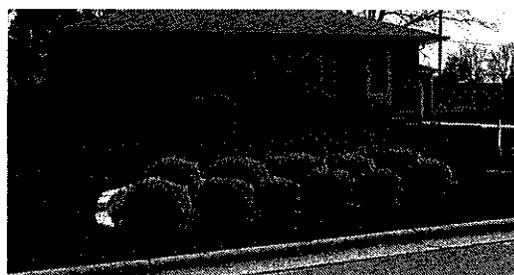
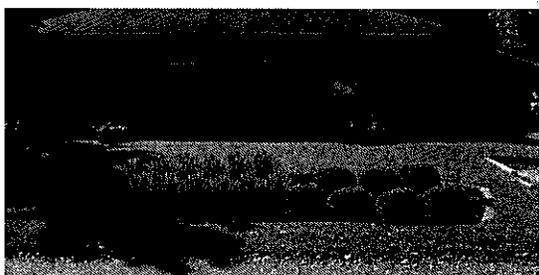


Matt Kumka



Amy Mikus

These low maintenance gardens dress up the neighborhood, add value to your property, and help keep local lakes clean. Many along the street look really nice.



If you have any questions please call me at (651) 249-2418.

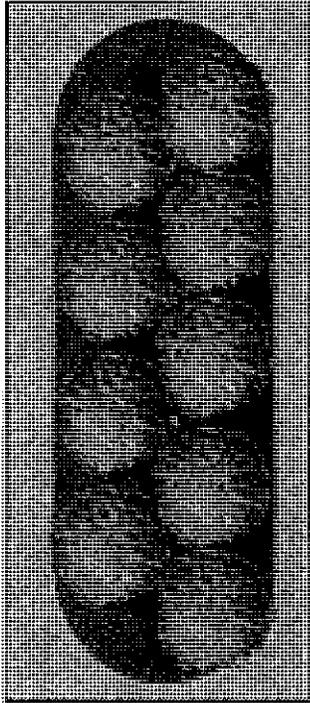
Thank you for considering,

Steven Kummer
Civil Engineer Extraordinaire!
City of Maplewood

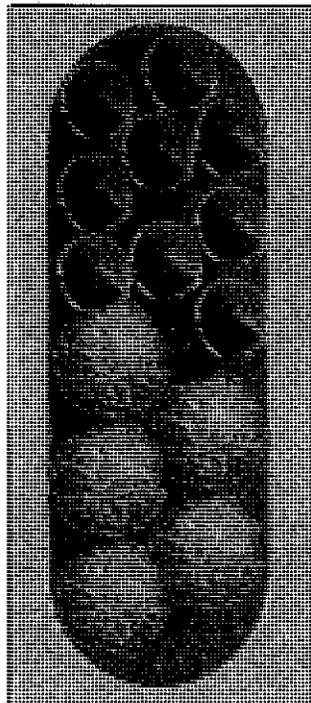
Rainwater Garden Planting Options

Plans and Sections

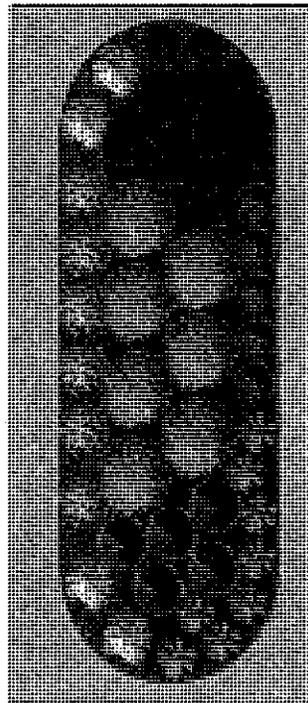
EXHIBIT 3



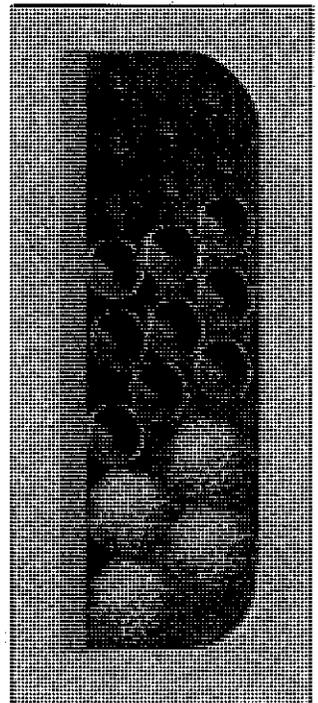
Shrub Grouping



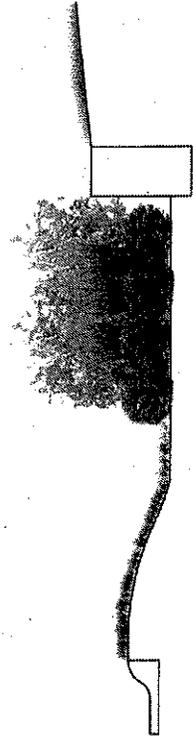
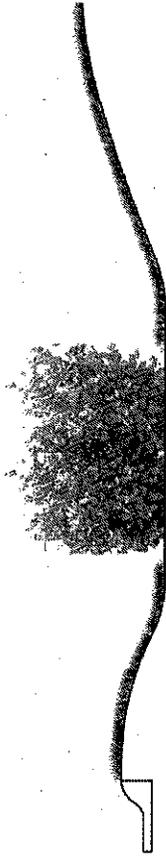
Shrubs and
Ornamental
Grasses



Mixed Perennials,
Grasses, and
Shrubs



Retaining Wall
Shrubs, Grasses,
Single Perennial
Species



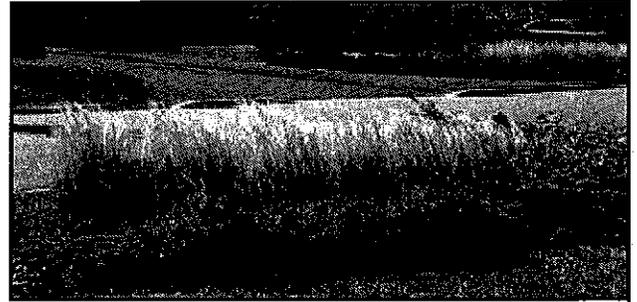
Maplewood Neighborhood Rainwater Gardens

HOSTING A RAINWATER GARDEN

- **IT'S FREE - The City Picks Up The Tab!**
- **Proven to Help Clean Up Local Lakes and Streams!**

What's in it for me?

- **FREE** beautiful landscaping
- Attract birds and butterflies
- Increase property value
- A beautiful neighborhood attracts good property buyers
- Helping protect local lakes and rivers
- Helping reduce flooding in the Mississippi River Valley



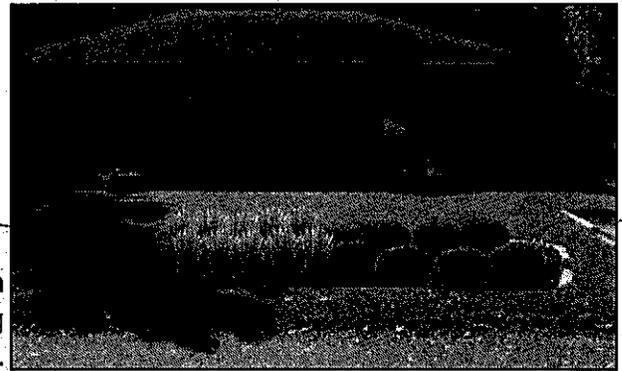
Rainwater Gardens are popping up all over.

What will they look like?

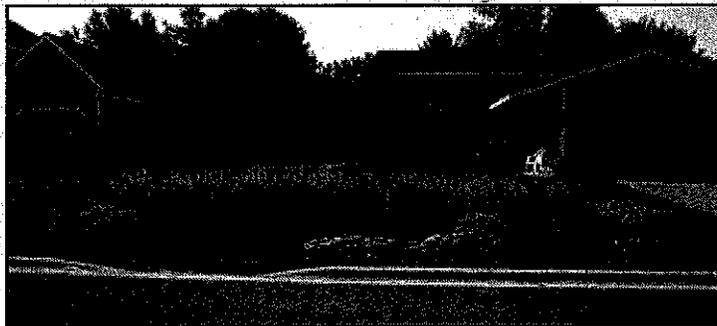


The lowest maintenance planting is a simple double row of shrubs.

Shrubs and grasses make an attractive combination while remaining easy to maintain.



Four or five flowering perennials, grasses, and shrubs combine to make a beautiful garden.



AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer / Dep. Public Works Director
SUBJECT: **Approval of Resolution Directing Modification of Existing Construction Contract, Change Order Nos. 1 and 2 with Ramsey County, White Bear Avenue Improvements, Project 08-13**
DATE: May 1, 2012

INTRODUCTION

The city council will consider approving the attached resolution directing the modification of the existing construction contract for Change Order Nos. 1 and 2 for the White Bear Avenue portion of the project.

DISCUSSION

Ramsey County is the lead agency on this project. The White Bear Avenue Improvements are nearing completion with only minor punch list items currently being completed in the field.

Change Order 1 is for additional aggregate base that was placed for the project. The total amount of Change Order 1 is \$58,140.00; however Maplewood's portion is \$2,610.00. Additional detail can be found in the attachment titled Change Order 1.

Change Order 2 is for reinforcement bars used in the construction of the cast in place retaining walls at the intersection of White Bear Avenue and County Rd D. The total amount of Change Order 2 is \$33,847.00. Maplewood's share of that amount is \$8,461.75. Additional detail can be found in the attachment titled Change Order 2.

Maplewood's total share for both Change Orders is \$11,071.75.

BUDGET

Change Orders 1 and 2 account for a small overall increase in Maplewood's obligation; \$11,071.75 towards the project. The current approved Maplewood budget is \$3,374,000. No budget adjustment is proposed at this time.

RECOMMENDATION

It is recommended that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order Nos. 1 and 2, for City Project 08-13.

Attachments:

1. Resolution
2. Change Order 1 and 2
3. Location Map

RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 08-13, CHANGE ORDER AGREEMENT NOS. 1 and 2

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

WHEREAS, it is now necessary and expedient that said contract be modified and designated as City Project 08-13 including Change Order Agreement Nos. 1 and 2.

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

1. The Mayor and City Manager are hereby authorized and directed to modify the existing contract by ratifying and executing said Change Order Nos. 1, and 2.

Adopted by the Maplewood City Council on this 14th day of May 2012.

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

CHANGE ORDER TO
CONTRACT CC002176

CHANGE ORDER 1

Contractor:
Eureka Construction, Inc.

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

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

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

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

Account No.
P3900

The Contract is amended as follows:

The Engineer has determined there is a need to increase the quantity of aggregate base class 7 (CV) (P) due to an over-run of the estimated quantity. The Engineer also determined that the Contractor will be compensated for providing class 7 below the temporary bituminous pavement in median area necessary for shifting traffic. The City of Maplewood requested additional Class 7 to provide a base for the colored boulevard added by the City from Radatz Avenue to Beam Avenue Lt-Rt. The additional class 7 will be measured in the field, computed and entered for the pay item aggregate base class 7 (CV).

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

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

ESTIMATE OF COSTS

		Increase to Contract			
		GROUP 1			
<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
2211.503	Aggregate base class 7 (CV)	C.Y.	\$22.50	2,584.0	\$58,140.00
		GROUP 4			
<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
2211.503	Aggregate base class 7 (CV)	C.Y.	\$22.50	116.0	\$2,610.00
Total Increase to Contract					\$60,750.00
GROUP 1 Roadway		*contract unit pricing		O.K. Mn/DOT Estimating TES 04/12/12	
Federal & CSAH Funds		GROUP 4 City Improvements			
		80% Fed City, 20% MSA SP 138-020-038			

Date _____ Approved By _____ Date 4/17/2012 Approved By [Signature]
County Manager County Manager Project Engineer

Date _____ Approved By _____ Date 3-20-12 Accepted By [Signature]
Director of Public Works Contractor

Date _____ Funds are Available _____ Date _____ Metro District State Aid Engr.
Budgeting and Accounting For Funding Approval Only

Date _____ Approved By Chair, Ramsey _____ Date _____ Approved By
County Board of Commissioners City of Maplewood

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

CHANGE ORDER TO
CONTRACT CC002176

CHANGE ORDER 2

Contractor:
Eureka Construction, Inc.

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

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

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

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

Account No.
P3900

The Contract is amended as follows:

The Engineer has determined there is a need to increase the quantity of reinforcement bars (epoxy coated) due to an error in the estimated quantities for the cast in place retaining walls at White Bear Avenue and County Road D. The Contractor will be paid for the reinforcement bars installed in the field according to the approved design. The mass of the reinforcement bars will be computed and recorded on form 2215 according to the documentation manual.

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

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

ESTIMATE OF COSTS

Increase to Contract					
Group 1					
<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
2411.541	Reinforcement Bars (Epoxy Coated)	LB	\$2.75	9,231.0	\$25,385.25
Group 5					
2411.541	Reinforcement Bars (Epoxy Coated)	LB	\$2.75	3,077.0	\$8,461.75

Total Increase to Contract \$33,847.00

GROUP 1 S.P. 62-665-44 Federal & CSAH Funds
GROUP 5 Non Participating Maplewood Local Funds

*Contract Unit Pricing

O.K. Mn/DOT Estimating TES 04/12/12

Date Approved By
County Manager

4/12/2012 
Date Approved By
Project Engineer

Date Approved By
Director of Public Works

3-20-12 
Date Accepted By
Contractor

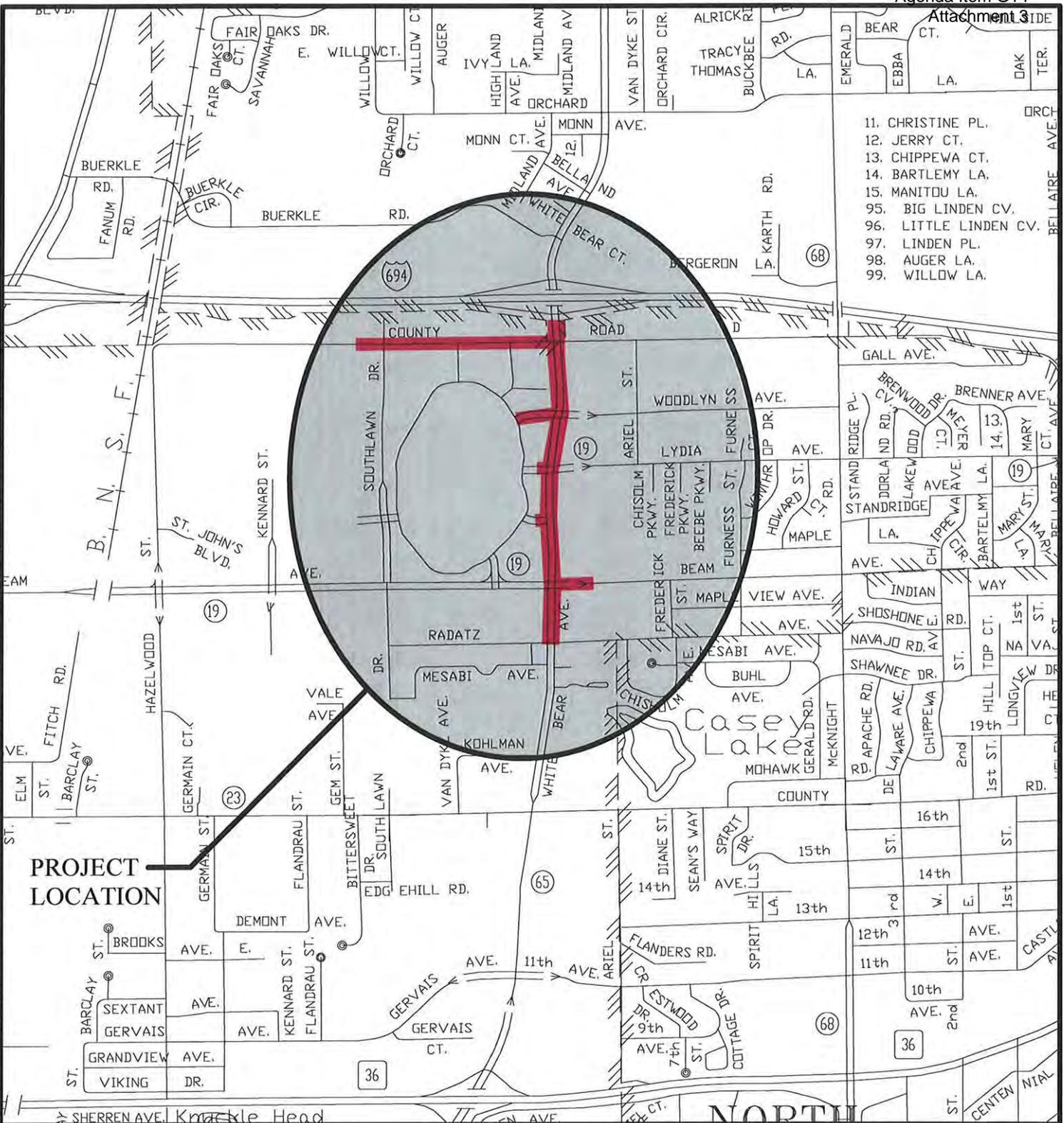
Date Funds are Available
Budgeting and Accounting

Date Metro District State Aid Engr.
For Funding Approval Only

Date Approved By Chair, Ramsey
County Board of Commissioners

Date Approved By
City of Maplewood

K:\TWC\Civil\County\RAMSEY\WHITE_BEAR_DWG\EXHIBITS\FES\WHITE-LOCMAP.dwg November 17, 2008 - 10:22am



PROJECT LOCATION MAP

WHITE BEAR AVENUE IMPROVEMENTS

MAPLEWOOD CITY PROJECT 08-13
 RAMSEY COUNTY CONTRACT NO P-3202
 STATE AID PROJECT NO 62-665-44



City of Maplewood, Minnesota
 Department of Public Works
 Engineering Division



Kimley-Horn and Associates, Inc.

2800 UNIVERSITY AVE. WEST, SUITE 3400
 ST. PAUL, MINNESOTA 55114

TEL. NO. (651) 645-4197
 FAX. NO. (651) 645-0116

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/Deputy Director Public Works
Bryan P. Nagel, Street Superintendent
SUBJECT: **Approval of Purchase for 2012-2013 Road Salt**
DATE: May 7, 2012

INTRODUCTION

Each year the street maintenance division purchases de-icing salt under a state cooperative purchasing agreement. The council should consider approval of this purchase.

BACKGROUND

In order to be included in this program, the state requires the city to submit estimated salt needs for the 2012-2013 season by early May. This year the state will have two separate contracts, one for regular road salt and one for treated road salt. Both contracts will have either the 80/120 or the 90/110 rule which requires the purchaser to purchase either 80% or 90%, in return the vendor guarantees to supply 120% or 110% at the locked price.

Early orders are required to be included in the cooperative purchasing contract. Based on usage and carry over from this past season, we estimate regular road salt needs of 450 tons (estimated at \$65.00/ton) and treated road salt needs of 200 tons (estimated at \$75/ton).

BUDGET IMPACT

The funds for this purchase are budgeted in the snow and ice control program, 101-514-000-4180, as part of the 2012 budget. This was a planned expenditure and estimated to be \$45,000 to \$60,000.

RECOMMENDATION

It is recommended that the City Council authorize the purchase of de-icing salt under state contract in an amount not to exceed \$60,000.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/Deputy Public Works Director
Bryan Nagel, Street/Storm Maintenance Superintendent
SUBJECT: **Approval of Purchase for Bituminous Materials for Trail Overlays**
DATE: May 7, 2012

INTRODUCTION

The council will consider authorizing purchase of bituminous materials for purposes of overlaying recreation trails within the city.

DISCUSSION

The Park and Recreational Department identified the following five trails in need of a bituminous overlay: Harvest Park, Playcrest Park, Nebraska Park, Geranium Park, Hazelwood Park, and City Hall Campus (around Wicklander's Pond).

The bituminous overlay work is expected to cost around \$82,000. The work will be completed by Public Works staff.

BUDGET IMPACT

There is no impact on the budget as these funds had been specially requested for this work and approved by council as part of the 2012 Park Maintenance operating budget allocated in 101-602-000-4180: Maintenance Materials.

The Public Works Superintendent will check bituminous supplier pricing on a real time basis as the time each trail project proceeds, to ensure the most competitive price per ton is utilized.

RECOMMENDATION

It is recommended that council authorize the Public Works Department to purchase bituminous materials in an amount not to exceed \$82,000.00 to complete the subject trail overlays.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Dep. Director of Public Works/City Engineer
SUBJECT: **Approval of Standard Master Agreement for Professional Services between the City and Bolten & Menk, Inc.**
DATE: May 8, 2012

INTRODUCTION

The City Council will consider whether to enter into a master agreement with Bolten & Menk, Inc. (BMI) for professional engineering services.

BACKGROUND

The City has an active pool of two professional engineering firms to draw from for certain expertise or when workloads require outside assistance. Those firms are Short Elliott Hendrickson, Inc. (SEH) and Kimley-Horn & Associates, Inc. (KHA). The City is satisfied with the work provided by these firms and their respective areas of expertise, however having a third firm in the pool is recommended. An additional firm in the pool for example allows for more expertise to draw upon, in addition to maintaining competitiveness within the overall pool.

DISCUSSION

The City will maintain SEH and KHA within the active pool and continue to operate under the previously approved master agreements. In selecting a third firm into the pool, a competitive process was initiated including submittal of qualifications and an interview process. BMI was rated the highest of the firms in providing municipal engineering services and meeting the needs of the City.

BMI serves a number of municipal clients throughout Minnesota, and in 2009 established a local presence within the city of Maplewood at one of the office buildings located near the intersection of County Road D and Ariel Street.

The City looks forward to the partnership with BMI within the pool. The master agreement with BMI is standard for consultants within the pool. The City Attorney has reviewed the draft agreement and has recommended a few minor changes.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor and City Manager to enter into the standard master agreement for professional engineering services from Bolten & Menk, Inc. Minor changes are authorized as approved by the City Attorney. Any subsequent project-specific contracts/proposals with Bolten & Menk, Inc. would be directed to the City Engineer or Public Works Director for approval.

Attachments:

1. Master Agreement

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF MAPLEWOOD and BOLTON & MENK, INC.

This Agreement, made this _____ day of _____, 2012, by and between the CITY OF MAPLEWOOD, 1830 East County Road B, Maplewood, Minnesota 55109 hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 2035 County Road D East, Suite B, Maplewood, Minnesota 55109 hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with their Engineering Consultant Pool and whereas the CONSULTANT agrees to furnish the various professional services required and assigned as needed by the CLIENT using Work Orders or Addenda to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with proposed projects as assigned by the CLIENT and specifically described in the Work Order or Addendum for each assignment.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.

- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES AND EXPENSES

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services or as otherwise explicitly described in the Work Order or Addendum for the specific assignment.

(Remainder of this page intentionally left blank)

Employee Classification	Hourly Billing Rates
Sr. Project Manager - Sr. Principal Engineer/Surveyor	\$120-150/Hour
Sr. Project Manager - Principal Engineer/Surveyor	\$100-150
Principal Environmental Engineer	\$135-190
Senior Transportation Planner	\$110-170
Project Manager (Inc. Landscape Architect)	\$100-145
Project/Design Engineer/Planner/Landscape Architect	\$60-135
Licensed Surveyor	\$70-135
Project Surveyor	\$60-100
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-120
Senior Technician (Inc. Survey ¹)	\$70-120
Technician (Inc. Survey ¹)	\$50-90
Administrative Support & Clerical	\$35-80
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2012. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
3. Rates and charges do not include sales tax, if applicable.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Non-routine expenses and expenses beyond the agreed scope of services will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for these Direct Expenses when approved by CLIENT and incurred in the performance of the work.

6. When it is possible to accurately define the scope of the project and the professional services to be performed, lump sum payment or other fee arrangements or limits may be agreed upon for total compensation.
7. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1

B. PAYMENTS AND RECORDS

1. Prior to the processing of any and all payments, compliance with Maplewood Finance Department regulations on the completion and filing of W-9 forms and other Internal Revenue Service and Minnesota Department of Revenue forms as required.
2. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
3. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
4. In addition to the service charges described in preceding paragraph , if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT. This provision shall not apply if Work Order or Addendum for the assignment makes provisions for delayed payments to the CONSULTANT.
5. The Consultant will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The Consultant will also agree that the City, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the Consultant which are relevant to the contract.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the

Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable Work Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. When requested by the CLIENT, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, damages, costs and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission or negligent act by CONSULTANT'S employees, agents, or subconsultants. In no event shall CONSULTANT be liable to CITY for consequential, incidental, indirect, special, or punitive damages.

To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, damages, costs and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission or intentional act by CLIENT'S employees, agents, or consultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit or excess umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$500,000 per occurrence and limits of not less than \$1,500,000 for total bodily injury, death and damage claims arising from one occurrence.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit or excess umbrella automobile liability insurance policy or policies

insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$500,000 per accident for property damage, \$1,500,000 for bodily injuries, death and damages to any one person and \$1,500,000 for total bodily injury, death and damage claims arising from one accident

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement. The professional liability insurance coverage shall provide limits of not less than \$500,000 per claim and an annual aggregate of not less than \$1,500,000 on a claims-made basis. If, during the term of this Agreement, such Professional Liability coverage becomes no longer reasonably available to the CONSULTANT at commercially affordable premiums due to market factors beyond the control of the CONSULTANT, the CLIENT and CONSULTANT agree to modify the terms or compensation of this AGREEMENT to equitably address the needs of both parties. For purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage.

Prior to commencement of this Agreement, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages. Should any of the required policies be cancelled before the expiration date shown on the certificates of insurance, notice will be provided to the certificate holder.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to

unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by a Work Order or Addendum to this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables (including Plans and Specifications, together with any other documents delivered to the CLIENT or to others on behalf of the CLIENT) for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify, defend and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY AND MINNESOTA GOVERNMENT DATA PRACTICES ACT

1. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in

whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

2. All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions concerning release of data to requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of five (5) years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

L. INDEPENDENT CONTRACTOR

Nothing in the Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under the Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure

this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONFLICT OF INTEREST AND ETHICAL STANDARDS

1. The CONSULTANT certifies that it does not presently have an interest in real estate, development proposals or have a client with development proposals or real estate interests which are in the City of Maplewood or which will directly benefit or be affected by projects that the CONSULTANT will be assigned. Furthermore, the CONSULTANT agrees that it will not acquire interest in any real estate or development proposals, or accept a contract with any client owning real estate or having a development proposal in the City of Maplewood or which will be directly affected or benefitted by a project without first notifying and discussing said interest or contract with the CLIENT.
2. Without prior consent of the CLIENT, the CONSULTANT shall not accept work for any private client or project which, by nature, places CONSULTANT in a conflict of interest during its representation of the CLIENT. To remove any potential or actual conflict of interest, a CONSULTANT representing any private party client submitting a project or activity to the City of Maplewood shall not represent or review the project or activity on behalf of the CLIENT.
3. No member, officer, employee or agent of the City of Maplewood or of a local public body thereof during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits therefrom.
4. CONSULTANT and CLIENT acknowledge it is a breach of ethical standards for any person to offer, give, or agree to give any present or past City of Maplewood employee or Council person, or for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

P. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

Q. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

R. ASSIGNMENT

Neither party shall not assign or transfer any interest in this Agreement without the prior written consent of the other party.

R. AMENDMENTS

It is the intent of the parties that this Agreement will be supplemented, from time to time, by Work Order, Addendum or other written instrument that specifically describes the scope, cost and other conditions and terms of specific work assignments to be given by CLIENT to the CONSULTANT and that the provisions of this master Agreement shall apply to such each Work Order or Addendum, unless explicitly excluded. Any material alteration, modification, or variation to this Master Agreement or amendments thereto shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the CLIENT and the CONSULTANT shall not require written approval.

It is the intent of the parties that this Agreement will be amended by Work Orders, Addenda, Amendments or other written instruments that specifically describe the scope, cost and other conditions and terms of work assignments to be given by CLIENT to the CONSULTANT.

S. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

T. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Maplewood

CONSULTANT: Bolton & Menk, Inc.

MEMORANDUM

TO: Jim Antonen, City Manager

FROM: DuWayne Konewko, Parks & Recreation Director

DATE: May 7 for the May 14 City Council Agenda

SUBJECT: Consider Approval Of RFP For Community Center For Replacement Of Cardio Equipment

INTRODUCTION

The Maplewood Community Center is seeking proposals (sealed bids) from qualified vendors for the lease of cardio and strength equipment.

BACKGROUND

The Maplewood Community Center strives to meet the needs of the Maplewood community by offering programs that increase wellness for all. It seems we have reached a plateau in our membership growth. In order to attract and retain new members and retain current members we must offer cutting edge programs and attractive equipment.

The primary goal of the initiative is to replace and to increase the number and variety of cardiovascular machines, and upgrade all cardiovascular equipment that is over 7 years old. The lease contract will be for five-years or sixty months.

Many of the facilities we compete with for memberships have already transitioned into leasing cardiovascular equipment. We at the Maplewood Community Center must offer the same quality and cutting edge equipment that is expected when our members walk through the doors.

The proposed RFP outlines the nature of the services required, terms of engagement, and submittal criteria. The City will be receiving proposals (sealed bids) until 10:00AM on Monday, June 18. Bids will be opened on June 18, 2012 at 11:00AM. We will be providing a recommendation to the City Council at the July 16 City Council meeting. The equipment must be installed by September 1, 2012.

In addition, the Maplewood Community Center reserves the right without prejudice to reject any or all proposals. In addition, the Community Center reserves the right to evaluate proposals based on **best value** for the Center and, as a result, does not guarantee the contract to the lowest bidder.

RECOMMENDATION

Staff recommends that the City Council adopt the request for proposal for cardio equipment as outlined, with the understanding that the City Council will be making a final selection at the July 16, 2012 City Council meeting.

ATTACHMENT:

1. Request For Proposals for Lease of Cardio Equipment For MCC

Maplewood Community Center, Maplewood Minnesota Request for Proposal For Lease Of Fitness Equipment

The Maplewood Community Center is seeking sealed bid proposals from qualified vendors for the lease of cardio and strength equipment.

Introduction

The Maplewood Community Center is a 90,000 square foot facility that is part of an eleven acre site. The center houses an aquatic center with an interactive leisure pool and 25-yard lap pool, racquetball courts, full court gymnasium, indoor suspended walking/jogging track, group fitness studio, spinning studio, cardio and strength centers, locker rooms, restrooms, massage center, a 350 capacity banquet room, meeting rooms, a 276 capacity theatre and 300 capacity parking lot.

In addition to offering memberships, the center offers a variety of fee-based recreational programs, over 70 group fitness classes per week, an annual concert series, room rentals, daily individual and group admissions and community events. An average of 900 people visit the center on a daily basis.

The Community Center currently is home to 7,000 members representing a variety of fitness levels and abilities. Approximately a third of these members are actively aging adults.

Nature Of Services Required

A lease contract will encompass the following scope of equipment pieces:

<i>Equipment</i>	<i># Units</i>
Commercial Grade Treadmill	12
Commercial Grade Cross Trainer	6
Commercial Grade Upright Bike	4
Commercial Grade Recumbent Bike	6
Commercial Grade Series Summit Trainer	4
Commercial Grade Series Stepper	4
Commercial Grade Functional Trainer	2
Commercial Grade Group Cycle Bike	21
Commercial Grade Rower	3
<i>TOTAL UNITS</i>	<i>62</i>

Additional terms of service shall include:

1. All equipment shall be a new and current production model.
2. Appurtenances and/or accessories for the equipment not herein mentioned, but necessary to furnish a complete unit ready for use upon delivery, shall be included in this bid.
3. All leases entered into will include setup of equipment on the mezzanine level and lower level of the facility as well as removal of existing cardio equipment. It is the responsibility of the bidder to be familiar with the facility prior to the bidding.

4. Vendor should specify maintenance/service policies and procedures for all supplied products. In addition, this should indicate the number and location of all maintenance/service personnel, as well as response time. To ensure quality control and quick response time, follow-up service and repairs are to be completed by a qualified technician.
5. Please list and explain any additional value added items that your organization can provide as part of the lease. Amenities that enhance the patron's experience and/or assist the Community Center's goal of zero down time for fitness equipment will be considered.
6. The Community Center is only interested in pursuing lease agreements that include a five year-warranty on all parts, labor, and accessories for the majority of the equipment.

Terms of Engagement

The Community Center is interested in a five-year (lease) contract.

The following is a tentative schedule applicable to this RFP. The Community Center reserves the right to make changes in accordance with the Center's needs

Issue RFP	5/16/12
RFP Closing Date and Time	6/18/12, 10:00AM
Opening Of Bids	6/18/12, 11:00AM
Anticipated Notice of Award	7/18/12
Implementation To Be Completed By	9/1/12

All proposers will be notified of the bids. Please contact Park and Recreation Director, DuWayne Konewko at 651-249-2330 to schedule an optional site tour.

Submittal Criteria

These instructions were developed to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all of the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process. Each **sealed bid proposal** shall include:

1. The names of individuals from the business/organization who will be responsible for the services and their areas of responsibility.
2. A narrative background of the proposers' ability and experience in providing fitness equipment.
3. Vendor shall submit specifications and photos of all listed equipment.
4. Vendor shall submit an amortization schedule that discloses payments, payment date (estimated), principal balance, total payment, interest portion, principal portion and outstanding loan balance.

5. A minimum of three (3) references in the last three (3) years, including name of contact, company/agency name and telephone numbers.

There is no expressed or implied obligation for the Maplewood Community Center to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, qualified companies must submit three (3) copies of their sealed proposal to the City Clerk Office (located in Maplewood City Hall, 1830 County Road B East, Maplewood, MN 55109) no later than **10:00AM, Monday, June 18, 2012**. Late responses will not be accepted. The Maplewood Community Center is not responsible for delays in delivery.

The Maplewood Community Center reserves the right, where it may serve the Center's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the Maplewood Community Center, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Submission of a proposal indicates acceptance by the company of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Maplewood Community Center and the company selected.

The Maplewood Community Center reserves the right without prejudice to reject any or all proposals. In addition, the Community Center reserves the right to evaluate proposals based on **best value** for the Center and, as a result, does not guarantee the contract to the lowest bidder.

Request for proposal packets may be obtained from MCC Customer Service, 2100 White Bear Avenue, Maplewood, MN 55109 or by visiting the MCC website www.maplewoodcommunitycenter.com or by calling 651.249.2230.

MEMORANDUM

TO: Jim Antonen, City Manager
Chuck Ahl, Assistant City Manager
FROM: Larry Farr, Chief Building Engineer
SUBJECT: Lease: 170 Ton Air Cooled Chiller for Maplewood Community Center
DATE: May 14, 2012 City Council Meeting

INTRODUCTION

The air conditioning condenser units at the Maplewood Community Center that cool the building are in dire need of replacement due to past failures that have not been repaired and budgetary constraints. With only one out of four compressors operating and the cooling season fast approaching the need has become urgent. Staff has researched replacement options, looking at various energy efficient models and designs that would meet the Maplewood Community Centers cooling requirements. Staff is currently working with Trane on a solution to replace these units and other energy saving enhancements through an Increment Financing Program to help pay for these and other energy saving items with energy savings. Staff has determined that leasing an Air Cooled Chiller for cooling the Maplewood Community Center from Trane in the interim while working on a final solution. Expenses or projects over \$10,000 require council's approval before proceeding with the expense.

BACKGROUND

The York Air Cooled Chillers that provide the cooling for the Maplewood Community Center currently were installed in 1994 and not tied into the Energy Management System correctly for operational control. There are two (2) units with Two (2) compressors and eight (8) fans on each unit. The original intent was to have the compressors cycle on one by one along with the cooling fans as there was an increase in cooling needs in the building depending on the outside temperature. This did not occur correctly and continued until 2006 when the problem was isolated and additional controls were added to prevent the compressors and all the fans from coming on all at once, causing what is called short cycling. Because of the short cycling over the years it wore out the compressors and fans prematurely causing many failures and replacements leading to our current situation. Staff had repairs done to keep the units operating but one by one the compressor failed and due to budgetary constraints the determination was made to try to get by on what was working. Last fall one of the two remaining two compressors failed so we are down to one out of four (4) creating our current situation.

DISCUSSION

Staff started investigating options in 2011 working with Trane on a program where equipment can be purchased using energy reduction saving to help pay for equipment over a predetermined time as mandated by state guidelines, usually 15-20 years. In the interim we still need a cooling solution for the Maplewood Community Center while this process is brought forward and decisions are made. Staff has determined in the best interest of the city to lease a 170 ton Air Cooled Chiller from Trane for three (3) months to allow progress on the plan and ensure cooling for the building.

RECOMMENDATION

Staff is requesting city council approval for entering into a three (3) month lease (rental) agreement with Trane for the temporary installation of a 170 ton Air Cooled Chiller at the Maplewood Community Center. The monthly rental amount of \$8,585.88 will be rolled into the project plan if we proceed or come from the Building Maintenance Budget 602-614.

My documents/council items/ approval to Lease 170 ton air cooled chiller for the Maplewood Community Center

Attachment: Trane; Maplewood Community Center Rental



Trane Rental Services
 775 VANDALIA STREET
 SAINT PAUL, MN 55114
 PHONE (651) 468-2700
 FAX (651) 468-2790

5/7/2012

City of Maplewood
 1830 County Road B East
 Maplewood, MN 55109
 Phone (651) 249-2000
 duwayne.konewko@ci.maplewood.mn.us

Project Name: **Maplewood Community Center Rental** TRS Quote #: R121994

Thank you for contacting Trane Rental Services for your temporary equipment needs. Trane Rental Services is pleased to offer you this proposal for equipment and installation services as noted to meet your system requirements. Upon your written acceptance, this proposal will constitute the Rental Agreement.

Equipment Rented

This proposal is subject to your acceptance for 30 days from the date above and is contingent upon equipment availability at the time of contract. Rental rates do not include applicable taxes or delivery and return charges unless otherwise noted.

<i>Description (mandatory)</i>	<i>Quantity</i>
170 ton air-cooled chiller w/integral 25hp pump	1
6" hose kit	1

<i>Description</i>	<i>Quantity</i>

Rental Rate: Monthly = \$ 8,585.88

Notes:

Rate is based on 3-month minimum term.

Equipment Insurance Value (mandatory) = \$169,200

Freight

- Freight Charges for this Quote: \$0
- Unless Otherwise Noted Above: Round trip freight is included on each \$ 8,000 of EQUIPMENT ONLY costs for the job. Otherwise a \$ 1,000 freight charge per load will be applied.
- Freight Charge quoted above does not include freight for generators or products Trane Rental Services re-rents from others; actual freight charges will be added when invoiced as a separate line unless otherwise noted.

Additional Notes:
 Fuel surcharge of \$480 will be applied per load.

Installation/Decommissioning (Labor) - Optional

Will be provided on a T&M basis.

Start-up (Labor) - Optional

Will be provided on a T&M basis.

Additional Services Provided

Decommissioning and removal of existing chiller will be provided on a T&M basis.

Customer Responsibilities (in addition to items listed in Terms and Conditions)

- Any lifting or offloading of equipment
- Any operating permits
- Any union labor
- Generator fueling

Lifting and offloading of equipment will be performed on a T&M basis for the City of Maplewood.

Thank you for giving us this opportunity. Please contact me if you have any questions or concerns.

Sincerely,

Jake Quinn
Trane Commercial Systems

775 Vandalia, St. Paul, MN 55114
Tel: 651-468-2760
Fax: 651-468-2790
Mobile: 612-919-0528
E-mail: jquinn@trane.com

Rented to (Customer Name mandatory): City of Maplewood 1830 County Road B East Address Continued Maplewood, MN 55109 Customer Contact: Larry Farr Customer e-mail: larry.farr@ci.maplewood.mn.us Phone: +1 (651) 755-3098 Indicate if 24hr number: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ship to (mandatory): Armstrong Crane and Rigging 717 1st Street SW New Brighton, MN 55112 Customer PO Number: Site Contact: Mike Schneider Site Phone: (651) 801-2353 Indicate if 24hr number: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Trane hereby rents to Customer, and Customer hereby rents from Trane, the equipment listed on page 1 pursuant to the terms and conditions contained in this Agreement, including the Trane Rental Terms and Conditions attached and incorporated into this Agreement.

Minimum Rental Period: 3 months
Estimated Length of Rental: 4 months
Requested Date of Equipment Delivery (mandatory): 5/10/2012
Requested Date of Equipment Operation: 5/14/2012

Water Connections:
NA

Air Connections:
NA

Rental Period. The rental period commences when the equipment ships from a Trane facility and ends when the equipment returns to the Trane facility. The Minimum Rental Period is set forth above. If at the end of any rental period Customer has not returned the equipment or contacted the Trane contact below to stop the rental charges and notify that the equipment is ready for pick up, this Agreement shall, at Trane's sole option, either automatically be renewed for an additional Minimum Rental Period or be subject to the default provisions.

Early Returns. Minimum Rental Period is one week unless noted otherwise. If the equipment is returned prior to the end of the Minimum Rental Period noted above, Customer shall pay a service charge equal to the rent for one (1) Minimum Rental Period and other charges that may apply. If discount pricing was provided due to length of rental period and equipment is returned prior to completion of the contracted period, Customer shall also be liable for charges equal to the discount.

Customer Responsibility. For the duration of the rental period, Customer is responsible for following the procedures and requirements set forth in any Manufacturer Installation and Operating Manuals, Trane Rental Services Freeze Protection Procedure, the Trane Rental Services Installation Guide for each rental product, and any other literature provided by Trane to Customer. Customer shall be liable for any damage to, or caused by, the rental equipment if Customer fails to install, operate, and maintain the equipment in accordance with those procedures and requirements. Customer is responsible for ensuring it receives the aforementioned documents.

See Trane Rental Terms and Conditions attached

CUSTOMER ACCEPTANCE

Authorized Representative (mandatory) <i>(Physical signature required)</i>
Printed Name (mandatory):
Title (mandatory):
Company Name (mandatory):
Acceptance Date (mandatory):

To Stop Rental & Arrange for Pick Up: Trane Contact: Jake Quinn Phone: (612) 919-0528 E-Mail: jquinn@trane.com
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Fax Proposal Acceptance To: 704-398-4681 ATTN: Gianina Hink

Trane Rental Terms and Conditions

The Rental Terms and Conditions below are exclusive and are in lieu of all other terms and conditions appearing on Customer's purchase order or elsewhere and shall apply to all proposals or quotations made, orders accepted, and rentals made by Trane. "Trane" shall mean Trane Canada ULC for rentals in Canada, Trane U.S. Inc. for rentals in the United States, except North Carolina and South Carolina, where "Trane" shall mean Trane Comfort Solutions Inc. Trane is not responsible for typographical or clerical errors made in any proposals, quotations, orders or publications. All such errors are subject to correction.

Acceptance. These terms and conditions are an integral part of the firm offer, subject to credit approval, by Trane to rent equipment to Customer and form the basis of any agreement resulting from Trane's proposal or quote and any rental of equipment to Customer. The proposal or quote is subject to acceptance within thirty days from its date, and the prices are subject to change without notice prior to acceptance by Customer. Acceptance of Trane's offer will have occurred if Customer: signs Trane's proposal; issues written order pursuant to submission of Trane's proposal; permits or accepts Trane's performance; or accepts in another commercially reasonable manner. If Customer's order is an acceptance of Trane's proposal, Trane may return such order with these terms and conditions attached, which shall serve as an acknowledgement and confirmation of receipt of order. If Customer's order is expressly conditioned upon Trane's acceptance or assent to terms other than those expressed herein, return of Customer's order by Trane with these terms and conditions attached serves as notice of objection to such terms and a counter-offer to rent equipment in accordance with scope and terms of Trane's original proposal. If Customer does not reject or object within ten days, such counter-offer will be deemed accepted. In any event, if Customer permits or accepts performance, these terms and conditions will be deemed accepted by Customer.

Payment Terms: Rental and other periodic or billable charges shall be invoiced at the beginning of each rental period and are due net 10 days

Taxes and Licenses: No license, sales or use taxes are included in the periodic rental rates. Customer shall pay all taxes associated with the rental and use of the equipment, as well as all license fees and costs.

Freight: All freight charges shall be billed in the first rental period. Trane reserves the right to increase freight charges due to extraordinary events, including but not limited to acts of God, disruptions in transportation, acts of terrorism, war or the public enemy, civil disobedience, insurrections, riots, and labor disputes.

Delivery/Pick-up: Trane shall endeavor to meet scheduled delivery and pick up dates and times, but all such dates and times are estimates only. Trane shall not be liable for any damages for failure to meet such estimates.

Use and Location: The equipment is to be used by Customer and no other person, without written consent of Trane. The equipment is to be used for the stated purpose and solely for the purpose for which it was manufactured and intended. The equipment will not be removed from the designated address without the prior written consent of Trane.

Inspection, Installation and Removal: Unless otherwise specified in this Agreement, all equipment must be unloaded upon delivery and upon termination reloaded by Customer.

Unloading, rigging, installation, piping, disconnection and

electrical work are not included in the rental charge and are the sole responsibility of Customer. Equipment rental does not include chemicals, wear parts, or other consumables. Customer has inspected the equipment and found it to be in good working order and unbroken condition when received unless Customer advises Trane promptly in writing.

If contracted for, as indicated in this Agreement, Trane will unload, rig, and otherwise install the equipment for Customer and at the end of the rental period disconnect, rig, load and otherwise remove the equipment from the jobsite for the fee indicated in this Agreement. Installation and removal are one-time charges billed to Customer in the first rental period and include start-up services and the disconnection inspection.

Customer will return the equipment, with all attachments, accessories, and parts thereof to Trane at the address of Trane's choosing, on the date required and in the same condition the equipment was received, ordinary wear and depreciation excepted.

Start-Up Service and Disconnection Inspection: If installation of the equipment is provided by others, start-up service must be provided by Trane unless otherwise agreed in writing by Trane. If equipment is damaged during startup by Customer, Customer is liable to Trane for such damages. If removal of the equipment is provided by others, a disconnection inspection by Trane is required unless otherwise agreed to in writing by Trane and Customer shall provide Trane a minimum of a 1 week notice to schedule the disconnection inspection. Start-up services and the disconnection inspection are one-time charges billed to Customer in the first rental period as set forth in this Agreement.

Equipment Repair and Maintenance: Following equipment start-up, Customer will be responsible to operate the equipment in accordance with the manufacturer's standard operating procedures, perform routine preventive maintenance by qualified personnel, and to return it in good working condition, less normal wear and tear. If the equipment is not returned in similar or like condition as of rental commencement, Customer shall be liable to Trane for a cleaning fee. Any repairs or replacements required, during or immediately following the rental, required in Trane's judgment to make the unit operate properly due to improper installation by Customer, abuse, misuse, or unusual wear will be charged to Customer at the local time and material rates then prevailing. For rentals over one month duration, Customer shall allow Trane to inspect rental equipment each month.

All repairs to rental equipment must be performed by Trane.

Upon Customer's notice to Trane, Trane shall provide emergency repair service that may be necessary in accordance with local time and material rates then prevailing; provided, however, that any repairs or replacements required in Trane's judgment to make the equipment operate properly due to a defect in the rental equipment provided by Trane shall be at Trane's expense.

Other Services: Trane will provide other services as specified in this Agreement.

Insurance: Customer will insure all equipment under an all risk property insurance policy, including windstorm, in the minimum amount of the value of the equipment shown in this Agreement.

Additionally, Customer shall carry general liability insurance covering the use and operation of the equipment in the minimum amount of \$1,000,000 per occurrence.

loss payee as its interests may appear. Customer is responsible for any deductible amounts due. Promptly upon Trane's request, Customer will provide Trane with a Certificate of Insurance evidencing the required coverage (and additional insured and loss payee endorsement).

Default: Customer shall be in default of this Agreement upon occurrence of one or more of the following events:

- a. any rental charge goes unpaid for a period of ten (10) days after its due date;
- b. any other breach of this Agreement by Customer goes uncorrected after ten (10) days written notice to Customer;
- c. any writ or order of attachment, execution or the like against Customer is levied on any of the equipment and is not released or satisfied within ten (10) days; or
- d. immediately when a proceeding in bankruptcy, insolvency or receivership is instituted voluntarily or involuntarily by or against Customer or Customer enters any agreement or composition with its creditors or is otherwise unable to pay its debts as they become due.

Remedies: In the event of Customer's default, Trane shall have the right to do any or all of the following, none of which shall constitute an election of remedies:

- a. declare immediately due, sue for, and receive from Customer all rents and other amounts payable under the terms of this Agreement, as well as all costs and expenses associated with such proceedings (including reasonable attorneys' fees) and all expenses reasonably incurred by Trane in taking possession, cleaning and repairing and re-renting any such Equipment. Any amounts remaining from the re-renting after deduction of all such fees, costs and expenses shall be credited to Customer's obligation hereunder;
- b. disconnect and/or retake possession of any and all equipment with notice required by law or other process of law. For such purpose, Trane may enter upon the premises where the equipment is located and disconnect and/or remove same therefrom with proper notice without being liable in any suit, action or other proceeding by Customer;
- c. terminate this Agreement as to any and all equipment;
- d. terminate any other agreement(s) between Trane and Customer; and/or
- e. pursue any other rights and/or remedies, whether at law or in equity.

Disclaimer/Liability: Except as expressly provided herein, there are no warranties, express or implied, extended or provided with this Agreement and the equipment.

ANY WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, TO THE EXTENT ALLOWED BY LAW, TRANE'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY PRODUCTS FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR OTHER THEORY OF

LIABILITY, SHALL BE LIMITED TO THE COMPENSATION RECEIVED BY TRANE FROM CUSTOMER UNDER THIS AGREEMENT.

Notwithstanding anything or provision to the contrary, any indemnity obligation of Trane is limited to damages resulting from bodily injury or physical damage to real or personal property to the extent caused by the negligence of Trane, its employees, agents or subcontractors.

Customer shall indemnify and defend Trane against, and Customer is solely responsible for, all fines, penalties, losses, claims, injuries (including death), damages or causes of action of every nature arising out of or alleged to arise out of (a) Customer's acts or omissions in connection with the use, operation, handling, repair, maintenance, and/or alteration and modification of the equipment; and (b) the condition of building or physical plant equipment, and suitability of the equipment for Customer's purpose.

Any liability for property damage, personal injury or death resulting from the failure of any support services or equipment provided by Customer is Customer's sole responsibility.

If a refrigerant leak or inadvertent venting is discovered by Customer during the rental period, Trane must be notified immediately. Customer must also notify any and all regulatory authorities (e.g., environmental protection agencies) in accordance with applicable laws and regulations. Customer shall be liable for, and indemnify Trane against, any fines, claims, injuries, losses or damages resulting from of any refrigerant leak to the extent not caused by Trane.

In case of loss or theft of the equipment, Customer will be responsible for either replacement of the equipment with identical equipment or payment of its full replacement value. In either case, rental charges will continue until the equipment is replaced or reimbursement is made in full. Trane, at its sole discretion may report as stolen all Equipment not returned within ten (10) days of the end of the rental period. Customer will pay all collection fees, court costs, attorney's fees or any other expense required to enforce the terms and conditions of this Agreement.

NOTICE: Trane is restricted from receiving funds appropriated or otherwise made available under U.S. Public Laws 110-161, 111-8, and 111-117.

General Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes and replaces all previous understandings, commitments or agreements, oral or written related to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. This Agreement may not be assigned by Customer without Trane's prior written consent, in which event this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Any failure by Trane to enforce any provision of this Agreement shall not constitute a waiver thereof or any other provision. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

160.01 (1111)Supersedes 160.01 (0711)

MEMORANDUM

TO: James Antonen, City Manager
FROM: Karen Guilfoile, City Clerk
DATE: May 9, 2012
RE: Repeal of Resolution 04-09-174 and Approval of Establishing an Absentee Ballot Board

Introduction

At the September 27, 2004, city council meeting Resolution 04-09-174 was approved establishing an absentee ballot board as required by State Statute 203B.13 subdivision 1.

Approval is requested of the following resolution repealing Resolution 04-09-174. The proposed Resolution simply reflects the most recent Statutory Reference Number adopted in the 2011 Minnesota Statutes.

**City of Maplewood
Resolution Establishing an Absentee Ballot Board**

An absentee ballot board is hereby authorized for the City of Maplewood as provided in Minnesota Statutes 203B.121, subdivision 1.

Recommendation

Approve the Resolution Establishing an Absentee Ballot Board.

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Acceptance of Fire Department Training Grant
DATE: May 8, 2012

INTRODUCTION

The cities of St. Paul and Minneapolis Fire Departments applied for and were granted an Assistance to Firefighter Grant (AFG) for training offered through Minnesota Homeland Security. After receiving the grant, both the cities of St. Paul and Minneapolis were unable to meet the necessary 20% match due to budget restraints; and therefore, St. Paul Fire has offered the suburban departments an opportunity to participate with them in the grant program.

The Maplewood Fire Department is currently training its department in Blue Card Command. This program is the most up-to-date and widely used program throughout the country. Currently, the Department has trained three personnel and our plan is to train the whole Department over the course of the next two to three years. This training is vital to managing firefighter safety and delivering an organized command structure. The cost per firefighter for the Blue Card program is \$850.00 and this does not cover the salaries necessary to complete the hands on portion of the training.

We are requesting \$74,000 to cover the costs of the Blue Card program and the necessary wages for all of the Department's 58 firefighters who have not taken or completed the program. Our match will be \$14,800 of the \$74,000 with the city receiving \$59,200 in grant funds. Currently, the necessary match of \$14,800 is not in our 2012 budget which requires us to ask for it to come from the reserve fund. This amount can be divided up between 2012 and 2013, and any unused Department budget money at the end of 2012 will be used for covering all or part of the \$14,800 match.

RECOMMENDATION

I recommend that the city council accept the application for the AFG grant in the amount of \$74,000 and that the necessary match be covered by the reserve fund or unused budget dollars from 2012. I am asking for the approval of expenditures in the amount of \$74,000 to cover the cost of the Blue Card Command program training and salaries. I also ask the city council to have the finance department make all the necessary budget adjustments and transfers as needed to cover the grant.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Dep. Public Works Director
 Steven Love, Assistant City Engineer
 Jon Jarosch, Civil Engineer I
SUBJECT: **Bartelmy-Meyer Area Street Improvements, City Project 11-14**
 a. Assessment Hearing, 7:00 p.m.
 b. Resolution Adopting Assessment Roll
 c. Resolution Receiving Bids and Awarding Construction Contract
 d. Approval of Purchase for Gethsemane Park Improvements
 e. Resolution Approving “No Parking” Condition
DATE: May 2, 2012

INTRODUCTION

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

The city council should conduct the assessment hearing, receive any objections, refer those objections to the staff for action at the June 11, 2012 council meeting and consider approving the attached resolution adopting the assessment roll less those property owners who have submitted objections. After the assessment hearing, the Council will consider awarding a construction contract.

The council will also consider entering into a contract for the purchase of the Gethsemane Park improvements.

Lastly, the council will consider approving the recommendation to install “No-Parking” signs along the Bartelmy-Meyer Area project streets on the side of the street opposite of the proposed sidewalk.

BACKGROUND

The Bartelmy-Meyer Area Street Improvements project includes the full reconstruction of the streets illustrated on the attached project location map.

The streets included in this project are:

- Brand Street - (Bartelmy Lane to Dead End)
- Bartelmy Lane - (Minnehaha Avenue to Stillwater Road)
- Mary Street - (Minnehaha Avenue to Bartelmy Lane)
- Meyer Street - (Minnehaha Avenue to 7th Street)
- 7th Street - (Sterling Street to Dead End)
- Sterling Street - (Mary Street to 7th Street)

This project also includes installation of a new street section with concrete curb and gutter, replacement and expansion of the storm sewer system, replacement of the water main, addition of sidewalks, sanitary sewer main and service repairs, installation of storm water treatment features, boulevard tree replacement, Gethsemane Park improvements, and installation of fiber optic lines.

The following is a timeline for the improvement project:

- *June 27, 2011* - The feasibility report was ordered at the city council meeting
- *July 27, 2011* - A letter and information packet was mailed to the residents providing information on the council's action and notifying them that preliminary engineering and site review would begin within the neighborhood
- *September 29, 2011* - Informational neighborhood meeting was held at the Maplewood Community Center
 - Approximately 26 residents attended the September meetings
- *November 15, 2011* - Informational neighborhood meeting was held at the Maplewood Community Center
 - Presented the "Living Streets" design layout concept
 - Approximately 22 residents attended the September meetings
- *November 17, 2011* - Informational meeting with local Girl Scout Troop 53521 held at Gethsemane Lutheran Elementary School
 - Girl Scout Troop 53521 has been very involved with improving pedestrian facilities within the school zone area
 - Summary of meeting was include as an "FYI Article" to council previously and is attached to this agenda report
- *November – December, 2011* – Staff presented "Living Streets" design concept, showed how the design addressed concerns of residents, answer questions and solicited feedback from various commissions
 - This item was brought before the Parks & Recreation Commission, Community Design Review Board, Planning Commission, and the Environmental & Natural Resources Commission
 - Overall the commissions were very supportive of the proposed design and how the project also met Living Streets goals and design concepts
- *January 23, 2012* - The feasibility report was presented to the city council
 - The council accepted the report and called for a public hearing to be held on February 13, 2012
- *January 25, 2012* - a letter was mailed to all property owners abutting the proposed project streets informing them of the time, location, and purpose of the public hearing
- *February 2, 2012* – Information neighborhood meeting was held at the Maplewood Community Center
 - Question and answer meeting were staff was available to answer questions about the proposed project design, the construction process, and assessments
 - 7 residents attended the meeting
- *February 13, 2012* - The council conducted the public hearing
 - After the public hearing, the council ordered the project and authorized preparation of the plans and specifications
- *March 20, 2012* – City staff held a plan review open house
 - All project property owners were invited to come and provide input on the design plans
- *March 26, 2012* - the council accepted the plans, authorized an advertisement for public bid and ordered preparation of the Assessment Roll
- *April 3, 2012* - Informational neighborhood meeting was held at the Maplewood Community Center
 - Residents were given the opportunity to discuss and vote on the top designs for the Gethsemane Park Improvements
- *April 5, 2012* - Informational meeting with local Girl Scout Troop 53521 held at Gethsemane Lutheran Elementary School
 - Girl Scout Troop 53521 was given the opportunity to discuss and vote on the top designs for the Gethsemane Park Improvements

- The Summary of meeting was include as an “FYI Article” to council previously and is attached to this agenda report
- *April 9, 2012* - the council accepted the roll and ordered the Assessment Hearing scheduled for May 14, 2012
 - Notice was published twice in the local newspaper and assessment statements were mailed to property owners following the approval
- *May 4, 2012* - Contractor bids were opened and are presented in this report

ASSESSMENTS

Assessment rates are consistent with the City’s assessment policies and the amount assessed must provide a benefit to the property that is equal to or greater than the assessed amount. An independent appraisal firm was hired to ascertain an opinion of special benefit received by properties within the neighborhood project area. This information was used to set the proposed special benefit assessment amounts for the project area.

There are 100 assessable residential parcels and 3 assessable commercial parcels within the project area. Based on the city of Maplewood’s Assessment Policy, parcels will be assessed on an equal “unit” basis. The project assessment “unit” rates have been set based on the special benefit appraisal as follows:

- Residential
 - Residential Special Benefit Assessment Rate = \$6,100/unit
 - Based on special benefit appraisals
- Commercial
 - Commercial Special Benefit Assessment Rates = Per Linear Foot Basis
 - Commercial properties assessment rates per linear foot basis based upon special benefit appraisals

The proposed assessments for the Bartelmy-Meyer Area Improvements total \$733,610.15. A copy of the pending assessment roll is provided as a supplement to this report.

ASSESSMENT OBJECTIONS FILED

As of May 4, 2012 staff has received the following objections to the proposed assessments:

- a. Parcel 25-29-22-43-0002 – Union Cemetery Association; 0 Minnehaha Avenue East
It is currently proposed that the property be assessed for 359.78 feet of frontage. The owner is objecting to the assessment on the basis that the Union Cemetery Association is a 501 (c)(13) exempt organization and therefore cannot be assessed pursuant to Minn. Stat. 306.14.
- b. Parcel 25-29-22-31-0023 – Deena J. Drewes; 882 Bartelmy Lane
It is currently proposed that the property be assessed for 1 residential unit. The owner is objecting to the assessment on the basis that the assessment will create a financial hardship.
- c. Parcel 25-29-22-34-0018 – Dale Dombrock; 784 Mary Street
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a senior citizen deferral.

Staff will review all objections and provide the city council recommendations for motion at the June 11, 2012 city council meeting. Objections will be received up to and as part of the assessment hearing on May 14, 2012. Once the hearing is closed, no further objections will be considered.

AWARD OF CONSTRUCTION CONTRACT

Final plans and specifications for the Bartelmy Meyer Area Street Improvements were approved and authorization was given to advertise for sealed bids on March 26, 2012. Bids were received, opened and read aloud on May 4, 2012.

Four bids were received and tabulated. The apparent low bidder at the time of bid opening based upon these bids was Hardrives, Incorporated. However, due to a unit price error by one of their subcontractors, Hardrives, Inc. has formally retracted their bid. Due to this error only 3 valid bids are being considered for this project.

The bid form included a base bid and three bid alternates. A summary of the 3 valid bids is shown on the following page. All bids have been checked and tabulated for accuracy. The engineer's estimate of probable construction cost has been provided in the bottom row of the tabulation for comparison.

Base Bid

The scope of work for the base bid includes the reconstruction of all neighborhood streets to an urban section using the "Living Streets" design concept. The design will include new streets (narrowed), concrete curb and gutter, associated retaining walls, concrete sidewalks, rain gardens, replacement of approximately 8,000 feet of water main, replacement and expansion of the existing storm sewer system, sanitary sewer main and service repairs, driveway and boulevard restoration, and boulevard tree enhancement/replacement.

Base bids ranged from \$2.80 million to \$3.08 million. Engineering staff estimated a probable base construction cost of \$3,125,000. The low base bid came from T.A. Schifsky and Sons, Inc. in the amount of \$2,803,332.65, which is approximately 10% lower than the estimate. A recommendation of the overall bid award is given in the "Analysis of Bids" section of this report.

Bid Alternate #1 – Sanitary Sewer Main Lining

Bid Alternate #1 includes off project sanitary sewer main lining. Sanitary sewer main lining is performed in the City on a yearly basis as areas needing remediation are identified. In the past these linings have been coordinated by the sanitary sewer division of the public works department. The areas identified were bid as an alternate to this street reconstruction project to assess whether or not a cost savings can be achieved for sanitary sewer lining by incorporating them into a larger project. This method has been used successfully in the past, most recently with the Western Hills Area Street Improvement Project, City Project 10-14.

T.A. Schifsky and Sons bid for this alternate came in slightly higher than the engineer's estimate of \$53,415.00 at \$56,786.08. Although this is higher than the Engineer's estimate staff feels that this amount is within an acceptable cost range for the work proposed under Bid Alternate #1. There will also be additional efficiencies by having this work performed and administered under one contract. Staff recommends awarding Bid Alternate #1.

Bid Alternate #2 – Fiber Optic Improvements

Bid Alternate #2 includes installation of two off project fiber optic lines. These proposed fiber optic lines will improve communication between city buildings. Staff has been building a network of fiber optic lines with the goal of securing a reliable, high-speed connectivity between various city facilities. The two fiber optic lines are proposed at the following locations:

- Along Beam Avenue from Southlawn Drive to Hazelwood Street; then south on Hazelwood Street to Fire Station 3 located on County Road C
- Along East 7th Street from Century Avenue to the Maplewood Nature Center

T.A. Schifsky and Sons bid for this alternate came in significantly higher than the engineer's estimate at \$222,222.00. Staff does not recommend awarding Bid Alternate #2.

Bid Alternate #3 – Gethsemane Park Improvements

Bid Alternate #3 includes removal and site preparation work for the proposed Gethsemane Park improvements. The existing playground will be removed and the site will be re-graded for the proposed Gethsemane Park improvements. The new concrete playground boundary, surrounding drain tile system, and concrete walk will be installed in preparation for the proposed new playground facilities. The award of Bid Alternate #3 is contingent upon the approval of purchase for the Gethsemane Park improvements discussed later in this report.

T.A. Schifsky and Sons bid for this alternate came in slightly under the engineer's estimate of \$23,264.00 at \$19,270.60. Staff recommends awarding Bid Alternate #3.

Analysis of Bids

The Engineer's Estimate for the Base Bid + Bid Alternates #1 and #3 is \$3,202,003.25. The low bid (including Bid Alternates #1 & #3) from T.A. Schifsky and Sons, Inc. of \$2,879,389.33 is approximately 10% less than the engineer's estimate. The prices reflect the ongoing competitive bidding climate within the highway-heavy construction sector.

CITY PROJECT 11-14 BID TABULATION					
Bidder Name	Base Bid	Bid Alt #1	Bid Alt #2	Bid Alt #3	Total Bid+Alt #1 & #3
TA Schifsky & Sons	\$2,803,332.65	\$56,786.08	\$222,222.00	\$19,270.60	\$2,879,389.33
S.R. Weidema, Inc.	\$3,049,000.00	\$118,700.00	-	\$29,547.54	\$3,197,247.54
Frattalone Co.	\$3,079,730.00	\$59,350.00	\$227,108.60	\$30,425.70	\$3,169,505.70
Engineer's Estimate	\$3,125,324.25	\$53,415.00	\$100,000.00	\$23,264.00	\$3,202,003.25

Based on the recommendations above, staff believes that it is in the best interest of the city to award the construction contract based on the bids for the contract work (base bid) plus Bid Alternates 1 and 3.

The City has worked successfully with T.A. Schifsky and Sons, Inc. in the past; most recently on the Western Hills Area Street Improvement project and the Hills and Dales Area Street Improvement project.

APPROVAL OF PURCHASE FOR GETHSEMANE PARK IMPROVEMENTS

The Gethsemane Park playground equipment, installed in 1985, is outdated and is in need of replacement. The January 2012 feasibility study and report, prepared by the City's consultant, Kimley-Horn and Associates, Inc., estimated the proposed park improvements at \$100,000. City staff worked with Kimley-Horn and Associates, Inc. to ensure we received the best quality product within a set budget, allowed resident input, and allowed Parks Commission input into the proposed park design.

It was recognized that this park improvement process would require solicitation of quotations from multiple qualified park contractors. On February 27, 2012 the City Council authorized a waiver to the City of Maplewood purchasing procedures to allow the city to follow Minnesota Statutes for Contracts exceeding \$25,000 but not \$100,000 for the Gethsemane Park improvements.

A maximum budget of \$85,000 was set for purchase and installation of the playground equipment, necessary drain tile system, and playground bed material. A solicitation of quotations was sent out to

five qualified park contractors, based on a list generated by city staff and the City’s consultant. The solicitation set the parameters for the request such as budget, location, theme, general items to be included, and supporting documentation. The contractors were to provide their best park design meeting these requirements.

Out of the five solicitations sent out, the following four responses were received and are within the specified budget amount:

<u>Company</u>	<u>Quotation</u>
Flanagan Sales, Inc.	\$84,977.25 (Quotation notes Special Discount of \$22,746.16)
St. Croix Recreation Company, Inc.	\$80,000.00 (Quotation notes Special Discount of \$16,004.28)
Minnesota Wisconsin Playground Flagship Recreation	\$85,000.00 \$84,919.00

The four proposals were reviewed by City staff and the City’s consultant team. The top two proposals, Flanagan Sales and St. Croix Recreation Company, were selected based on play value of the design, quality of the product, and the design features. A neighborhood meeting was held on April 3, 2012 to allow residents the opportunity to vote and give input on the proposed designs. On April 5, 2012 an informational meeting at Gethsemane Lutheran Elementary School was held with the school’s principal and students who are also part of the local Girl Scout Troop 53521. The Girl Scout’s were given the opportunity to discuss and vote on the top designs for the Gethsemane Park Improvements. At both the neighborhood and Girl Scout Troop meeting, the proposal from Flanagan Sales, Inc. was chosen as the top proposal. This design featured a custom Little Tikes Northwood’s Design, a bank of 4 swings, and a unique Rocks and Ropes Adventure Playground area.

On April 28, 2012 the Flanagan Sales’ proposal was brought before the Parks and Recreation Commission for approval and comments. The commission supported the proposed design and requested staff to replace two of the four traditional swings with a handicap swing seat and a tot bucket seat. Pending approval of the proposed improvements staff will work with Flanagan Sales on incorporating the comments from the Parks and Recreation Commission into the project.

Flanagan Sales is a local company based in Maplewood. City staff contacted several references that included the City of Red Wing, the City of Edina, and the City of Apple Valley. Flanagan Sales received excellent comments on the product and service provided by their company. Staff recommends the council to authorize the Mayor and City Manager to enter into a contract for services with Flanagan Sales, Inc. for the purchase of the Gethsemane Park improvements.

BUDGET

The current approved budget for the overall project is \$4,157,000. This accounts for the construction cost plus 25% for indirect costs. Combining the proposed construction contract of \$2,879,389.33 with the proposed cost of the Gethsemane Park Playground equipment of \$84,977.25 will result in a total construction cost of \$2,964,366.58. By assuming 25% for indirect costs, the anticipated total project cost is \$3,705,458 roughly \$450,000 under budget.

With the award of the contract including Bid Alternates #1 and #3, as well as approving the Gethsemane Park Playground Equipment contract, there would be no impact to the approved budget.

NO-PARKING SIGNS ALONG PROJECT STREETS

The approved plans for the Bartelmy Meyer Area Streets incorporate the “Living Streets” design concepts. This design has four major goals:

- Improve water quality/reduce storm water runoff
- Improve pedestrian/bike safety
- Reduce traffic speeds
- Enhancement of the Urban Forest

A key element necessary to achieve these goals is the narrowing of the existing street widths. This has many added benefits such as reducing the amount of impervious area, reduction of storm water runoff, reduction of traffic speeds, and provides room for the creation of water quality features and the planting of boulevard trees.

The “Living Streets” design also calls for the limiting of parking to one side of the narrowed streets. Parking is proposed to be allowed on the side adjacent to the side walk. The design calls for restricting parking from the side opposite of the proposed sidewalk on all project streets. Staff is recommending council to approve the recommendation to install “No-Parking” signs along the Bartelmy-Meyer Area project streets on the side of the street opposite of the proposed sidewalk.

RECOMMENDATION

It is recommended that the city council approve the attached Resolution for Adopting Assessment Roll for the Bartelmy-Meyer Area Street Improvements, City Project 11-14. It is also recommended that the Council consider adopting the Resolution Receiving Bids and Awarding Construction Contract for the Bartelmy-Meyer Area Street Improvements, City Project 11-14, to T.A. Schifsky and Sons, Inc.

Staff recommends the council to authorize the Mayor and City Manager to enter into a contract for services with Flanagan Sales, Inc. for the purchase of the Gethsemane Park improvements. Minor revisions as approved by the City Attorney are authorized as needed for the contract.

It is further recommended that the City council approve the attached Resolution for “No-Parking” Conditions and the installation of signs along the Bartelmy-Meyer Area project streets on the side of the street opposite of the proposed sidewalk.

Attachments:

1. Resolution: Adoption of the Assessment Roll
2. Resolution: Award of Bids
3. Resolution: “No-Parking” Conditions
4. Assessment Roll
5. Objection Letters
6. Location Map
7. Kimley-Horn’s Summary of Bids
8. Hardrives Inc. Bid Retraction Letter
9. Flanagan Sales, Inc. Contract
10. FYI Articles

**RESOLUTION
ADOPTING ASSESSMENT ROLL**

WHEREAS, pursuant to a resolution adopted by the City Council on April 9, 2012, calling for a Public Hearing (Assessment Hearing), the assessment roll for the Bartelmy-Meyer Area Street Improvements, City Project 11-14, was presented in a Public Hearing format on May 14, 2012, 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. Parcel 25-29-22-43-0002 – Union Cemetery Association; 0 Minnehaha Avenue East
It is currently proposed that the property be assessed for 359.78 feet of frontage. The owner is objecting to the assessment on the basis that the Union Cemetery Association is a 501 (c)(13) exempt organization and therefore cannot be assessed pursuant to Minn. Stat. 306.14.
- b. Parcel 25-29-22-31-0023 – Deena J. Drewes; 882 Bartelmy Lane
It is currently proposed that the property be assessed for 1 residential unit. The owner is objecting to the assessment on the basis that the assessment will create a financial hardship.
- c. Parcel 25-29-22-34-0018 – Dale Dombrock; 784 Mary Street
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a senior citizen deferral.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named 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.
2. 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 June 11, 2012, as to their recommendations for adjustments.
3. The assessment roll for the Bartelmy-Meyer Area Street 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.
4. Such assessments shall be payable in equal annual installments extending over a period of 8 years for commercial properties and 15 years for residential properties, the first installments to be payable on or before the first Monday in January 2013 and shall bear interest at the rate of 4.30 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2012. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
5. The owner of any property so assessed may, at any time prior to certification of the assessment

to the county auditor, but no later than November 15, 2012, pay the whole of the assessment on such property, with interest accrued to the date of the payment, to the city clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and they may, at any time after November 15, 2012, 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.

6. The city engineer and city clerk shall forthwith after November 15, 2012, but no later than November 16, 2012, transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the council on this 14th day of May 2012.

**RESOLUTION
RECEIVING BIDS AND AWARDING CONSTRUCTION CONTRACT**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of T.A. Schifsky and Sons, Inc. in the amount of \$2,879,389.33, for the Base Bid and Bid Alternates 1 and 3, is the lowest responsible bid for the construction of the Bartelmy-Meyer Area Street Improvements – City Project 11-14, and the mayor and clerk are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

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

ESTIMATED PROJECT COST RECOVERY	
FUNDING SOURCE	TOTAL AMOUNT
RWMWD GRANT FUND	\$907,000
G.O. IMPROVEMENT FUND	\$1,401,390
SPECIAL BENEFIT ASSESSMENT	\$733,610
SANITARY SEWER FUND	\$140,000
W.A.C. FUND	\$50,000
ENVIRONMENTAL UTILITY FUND	\$175,000
PARK FUND	\$20,000
ST. PAUL WATER	\$700,000
DRIVEWAY REPLACEMENT PROGRAM	\$30,000
TOTAL FUNDING	\$4,157,000

Adopted by the council on this 14th day of May, 2012.

RESOLUTION
BARTELMY-MEYER AREA PROJECT STREETS – “NO PARKING” CONDITIONS

WHEREAS, the City Council approved the plans and specifications for the Bartelmy-Meyer Area Street Improvements, City Project 11-14 on March 26, 2012; and

WHEREAS, the city will be receiving funds from Ramsey Washington Metro Watershed District for the project based on the “Living Streets” Design; and

WHEREAS, the “Living Streets” design concept is dependent on specified parking restrictions.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Maplewood shall ban the parking of motor vehicles along the Bartelmy-Meyer Area project streets on the side of the street opposite of the proposed sidewalk.

Adopted by the council on this 14th day of May, 2012.

PENDING ASSESSMENT ROLL
BARTELMY MEYER AREA STREET IMPROVEMENTS - CITY PROJECT 11-14

Parcel ID	Taxpayer	Street Number	Street	Comm. L.F.	Residential Unit	Assessment Rate (per unit or L.F)	Total Assessment
252922340054	STEPHEN SHEA	2410	7TH ST E		1	\$6,100.00	\$6,100.00
252922340053	WILLIAM DONALD TULP	2418	7TH ST E		1	\$6,100.00	\$6,100.00
252922340005	MARTIN VOGEL	2456	7TH ST E		1	\$6,100.00	\$6,100.00
252922310020	ISAAC MCCRARY	2457	7TH ST E		1	\$6,100.00	\$6,100.00
252922340004	ERIC HANSEN	2466	7TH ST E		1	\$6,100.00	\$6,100.00
252922310019	KENNETH V BARNES	2467	7TH ST E		1	\$6,100.00	\$6,100.00
252922310018	TERRENCE J DOWNS	2471	7TH ST E		1	\$6,100.00	\$6,100.00
252922340003	STEPHEN ROGER WILLSON	2472	7TH ST E		1	\$6,100.00	\$6,100.00
252922340002	WILLIAM G LINDBORG	2480	7TH ST E		1	\$6,100.00	\$6,100.00
252922340001	CATHERINE E CARLSON	2490	7TH ST E		1	\$6,100.00	\$6,100.00
252922310034	GETHSEMANE LUTHERAN CHURCH	0	BARTELMY LN N	703.63	0	\$75.00	\$52,772.25
252922340085	JEROME M BAILEY JR	735	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340038	JOSHUA H SNOW	736	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340084	ANNABELLE M TYLER	743	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340037	STEVEN H LANGDON	744	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340083	ANDREW D BERG	751	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340036	JANET C WYSS	752	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340035	EFRAIN ISLAS	760	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340082	KATIE I SATAK	761	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340034	YANCEY BECK	768	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340033	MARLENE A JONES	776	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340081	JEFFREY ROESLER	777	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340032	THOMAS L WILLEMS	784	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340031	DARRYL W STOUT	792	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340030	DAVID A SAMUELSON	800	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340029	GEORGE H SCHNEIDER	808	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340063	JAMES GILBERT BONNGARD	809	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340064	CLAYTON L KRUEGER	815	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340065	KARA M SWENSON	821	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340066	TED MILLER	827	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340028	ELAINE B LESSARD	828	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340067	JEFFREY A TJADEN	833	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340006	JENELLE L SWEENEY	834	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922340052	JOHN F WATT	839	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310021	LORI L BROWN	860	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310022	DANIEL R STOERZINGER	868	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310023	DEENA J DREWES	882	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310024	ELAINE STEINMETZ	888	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310015	MAGELLAN PIPELINE COMPANY	900	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310014	WILLIAMS PETROLEUM SERV LLC	910	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310013	WILLIAMS PETROLEUM SERV LLC	914	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310012	WILLIAMS PETROLEUM SERV LLC	920	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310011	WILLIAMS PETROLEUM SERV LLC	928	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310010	WILLIAMS PETROLEUM SERV LLC	934	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310009	WILLIAMS PETROLEUM SERV LLC	940	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310008	WILLIAMS PETROLEUM SERV LLC	948	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922310007	WILLIAMS PETROLEUM SERV LLC	954	BARTELMY LN N		1	\$6,100.00	\$6,100.00
252922240051	MICHAEL E MCGINN	962	BARTELMY LN N		0.25	\$6,100.00	\$1,525.00
252922310016	DENNIS OBRINI	2465	BRAND ST		1	\$6,100.00	\$6,100.00
252922310017	BARBARA M NESBITT	2466	BRAND ST E		1	\$6,100.00	\$6,100.00
252922340041	JACK P FLAHERTY	735	MARY ST N		1	\$6,100.00	\$6,100.00
252922340025	LEO E PIERRE	736	MARY ST N		1	\$6,100.00	\$6,100.00
252922340042	TIMOTHY E CLASEN	743	MARY ST N		1	\$6,100.00	\$6,100.00
252922340024	RYAN MICHAEL SHEAK	744	MARY ST N		1	\$6,100.00	\$6,100.00
252922340043	L JANE HEIL	749	MARY ST N		1	\$6,100.00	\$6,100.00
252922340023	MICHELE M PAIPAL	750	MARY ST N		1	\$6,100.00	\$6,100.00
252922340022	SHIRLEY F JOHNSON	756	MARY ST N		1	\$6,100.00	\$6,100.00
252922340044	PETER DAHLIN	757	MARY ST N		1	\$6,100.00	\$6,100.00
252922340021	JEAN P SCHWAN	762	MARY ST N		1	\$6,100.00	\$6,100.00
252922340020	ROY GENE GILMAN	770	MARY ST N		1	\$6,100.00	\$6,100.00
252922340045	RANDY R TRAVERS	771	MARY ST N		1	\$6,100.00	\$6,100.00
252922340019	DONELL LEE FRANK	776	MARY ST N		1	\$6,100.00	\$6,100.00
252922340046	SHIRLEY M MURRAY	779	MARY ST N		1	\$6,100.00	\$6,100.00
252922340018	DALE W DOMBROCK	784	MARY ST N		1	\$6,100.00	\$6,100.00
252922340047	JAMES R LAVORATO	787	MARY ST N		1	\$6,100.00	\$6,100.00
252922340048	DUANE SMITH	795	MARY ST N		1	\$6,100.00	\$6,100.00
252922340010	FRANK C KNAPP	796	MARY ST N		1	\$6,100.00	\$6,100.00
252922340049	EUGENE R MORAN	803	MARY ST N		1	\$6,100.00	\$6,100.00
252922340009	FRANK J MANOLOVITZ	804	MARY ST N		1	\$6,100.00	\$6,100.00
252922340008	THOMAS S TOLZMAN	812	MARY ST N		1	\$6,100.00	\$6,100.00
252922340050	MATTHEW J WALFOORT	813	MARY ST N		1	\$6,100.00	\$6,100.00
252922340051	TAMMY A DOREE	821	MARY ST N		1	\$6,100.00	\$6,100.00
252922340007	RAYMOND A HOLLINGSWORTH	822	MARY ST N		1	\$6,100.00	\$6,100.00
252922340112	JUSTIN J MALONEY	760	MEYER ST		1	\$6,100.00	\$6,100.00
252922340111	DANNY PORTER	762	MEYER ST		1	\$6,100.00	\$6,100.00
252922340068	DAVID M GINTZ	835	MEYER ST		1	\$6,100.00	\$6,100.00
252922340095	ISIDORE TESSIER	739	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340099	RIAZ ISLAM	740	MEYER ST N		1	\$6,100.00	\$6,100.00

PENDING ASSESSMENT ROLL
BARTELMY MEYER AREA STREET IMPROVEMENTS - CITY PROJECT 11-14

Parcel ID	Taxpayer	Street Number	Street	Comm. L.F.	Residential Unit	Assessment Rate (per unit or L.F)	Total Assessment
252922340094	EVVA KELCHER	747	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340098	TODD KOFSKI	750	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340093	TIMOTHY J SAMOLYTZ	755	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340092	JAMES L BALDWIN	765	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340074	JOHN J WAGNER	793	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340059	JOHN T MOY	794	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340073	JENNIFER M STUKEL	799	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340072	LORI NEUBAUER	805	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340058	RALPH F POKORNY	806	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340071	SCOTT LEUNG	813	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340057	DAVID W ERNSTER	814	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340070	BILLY K JOHNSON	819	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340056	JEFF KLEVE	822	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340069	GENEVIEVE HERNANDEZ	827	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340055	ROBERT G LEE	834	MEYER ST N		1	\$6,100.00	\$6,100.00
252922430002	UNION CEMETERY ASSN	0	MINNEHAHA AVE E	359.78	0	\$67.50	\$24,285.15
252922340097	WILLIAM H MENSEN	2391	MINNEHAHA AVE E		1	\$6,100.00	\$6,100.00
252922340100	JONATHAN R COLBURN	2405	MINNEHAHA AVE E		0.5	\$6,100.00	\$3,050.00
252922340011	RICHARD A BRACKETT	809	STERLING ST N		1	\$6,100.00	\$6,100.00
252922340017	ZACHERY D SHANLEY	814	STERLING ST N		1	\$6,100.00	\$6,100.00
252922340012	THOMAS J JENNY	815	STERLING ST N		1	\$6,100.00	\$6,100.00
252922340016	MERRI B DANDL	820	STERLING ST N		1	\$6,100.00	\$6,100.00
252922340013	CHARLES L ZDRAZIL	821	STERLING ST N		1	\$6,100.00	\$6,100.00
252922340014	CHARLES R PFLAGER	827	STERLING ST N		1	\$6,100.00	\$6,100.00
252922340015	JAMES R HAZZARD	833	STERLING ST N		1	\$6,100.00	\$6,100.00
252922310031	GETHSEMANE LUTHERAN CHURCH	2410	STILLWATER RD	234.37	0	\$75.00	\$17,577.75
252922310026	WILLIAMS PIPE LINE COMPANY	2438	STILLWATER RD		5	\$6,100.00	\$30,500.00
Total				1297.78	104.75		
						Total	\$733,610.15

ASSESSMENT RATES:

RESIDENTIAL - SPECIAL BENEFIT ASSESSMENT RATE = \$6,100.00 PER UNIT

COMMERCIAL SPECIAL BENEFIT ASSESSMENT RATES ARE PER LINEAR FRONT-FOOT

NOTE: THE ABOVE ASSESSMENT RATES ARE BASED UPON SPECIAL BENEFIT APPRAISALS

ASSESSMENT HEARING OBJECTION FORM

Bartelmy - Meyer Street IMPROVEMENTS

CITY PROJECT 11_14

Address of assessed parcel 2505 E. Minnehaha Ave.

Property identification number: 2 5 - 2 9 - 2 2 - 4 3 - 0 0 0 2
(12 digit number)

Do you wish to address the city council at the public hearing? Yes No

Please complete this form if you intend to appeal to the city council to defer, revise or cancel your assessment. This form must be completed and filed with the city clerk no later than the close of the city council's assessment hearing. Your request will become part of the public hearing record. I request that the city council consider (check one):

1. Deferral of assessment due to:
 - a. Senior citizen deferment (over 65 years of age)
 - b. Permanent and total disability
 - c. National Guard /Military in Active Service
 - d. Financial Hardship (must provide documentation as required)
 - e. Undeveloped Property
2. Cancellation of assessment
3. Revision of assessment

Reason for the request:

Minnesota Statue 306.14 - Non-profit cemeteries are exempt from assessments.

Union Cemetery Association is a non-profit cemetery - 501c13

<u>Ralph Pierre</u>	<u><i>Ralph Pierre</i></u>	<u>4/27/2012</u>
Print Name	Signature	Date

<u>2505 E. Minnehaha Ave.</u>	<u>55119</u>	<u></u>
Address of Property Owner Association	Zip	Telephone

Revised April 2010

1. It must also state that the meeting was held, giving the names of the chair and the secretary and the names of the lot owners present and voting. However, if more than ten are present and voting, the names of ten of the voters are sufficient, but in that case the number of lot owners present and voting must be stated. The certificate must also give the names of the persons elected as associates. The certificate must be recorded at length in the office of the county recorder in the county where the cemetery is located. The certificate or the record of it is prima facie evidence of all the facts stated in it that are required to be stated.

Subd. 5. Powers of associates. The associates elected at the meeting of the lot owners shall exercise the powers of associates provided by law and the articles of incorporation of the association, and fill any vacancy in the board of directors or trustees of the association.

History: 1959 c 7 s 1-5; 1976 c 181 s 2; 1984 c 543 s 14; 1986 c 444; 1988 c 469 art 5 s 1

306.12 ACTION FOR DAMAGES.

Every such cemetery association may recover, in its own name, all damages resulting from injury to or destruction of any stone, monument, building, fence, railing, or other work for protection or ornament, or any tree, shrub, or plant within the limits of the cemetery.

History: (7566) RL s 2944; 1988 c 469 art 5 s 1

306.13 [Repealed, 2005 c 10 art 2 s 5]

306.14 TAXES; ROADS; SPECIAL ASSESSMENTS.

Subdivision 1. Tax exemption. The lands and property of any such cemetery association are exempt from all public taxes and assessments, and shall not be sold on execution against the association or any lot owner. The owners of cemetery lots, their heirs or legal representatives, may hold the lots exempt from taxation so long as the lots are used for a cemetery. No road or street shall be laid through the cemetery, or any part of the lands of the association without the consent of the trustees.

Subd. 2. Special assessments. Subdivision 1 does not exempt cemetery property owned or leased by a corporation, association, partnership, proprietorship, or other organization from any special assessment unless the corporation, association, partnership, proprietorship or other organization:

(1) was formed for a purpose not involving pecuniary gain to its shareholders or members;
and

(2) pays no dividends or other pecuniary remuneration directly or indirectly to its shareholders or members as such.

History: (7568) RL s 2946; 1969 c 980 s 1; 1988 c 469 art 5 s 1

306.141 RELOCATION.

A cemetery may not be relocated without the consent of the trustees.

History: 1993 c 100 s 1

306.15 LOTS, CONVEYANCE.

(a) When a lot in a cemetery, or an entombment or inurnment space in a mausoleum, has been sold or conveyed for burial purposes, the lot, entombment, or inurnment space is then inalienable, except as provided in this section.

ARTICLES OF INCORPORATION

ARTICLE I

The name of this nonprofit corporation shall be the Union Cemetery Association. Membership therein shall consist of persons who own lots or part of lots in the Association cemetery.

ARTICLE II

The object, purpose and general nature of its business shall be to maintain a cemetery association under Title 5, Chapter 34 of the General Statutes of Minnesota for 1878 and acts amendatory thereof and supplementary thereto, to procure and hold lands to be used exclusively for a cemetery of place for burial of the dead.

ARTICLE III

The management of this corporation shall be vested in a Board of Trustees composed of seven members, who shall each hold office for a term of three years. Terms of Board members will expire as follows: three during the first year, two during the second year, and two during the third year. Said trustees shall be elected at the annual meeting of the lot owners, which shall be held as prescribed by the bylaws; at such election all persons owning a lot or a fractional part of a lot, as said lots may be divided by said trustees, shall be entitled to vote, but each such person shall have but one vote; vacancies in said Board of Trustees shall be filled by the Board of Trustees at any regular meeting thereof.

ARTICLE IV

The Board of Trustees may adopt bylaws and promulgate rules and regulations for the government, management and control of this Association.

ARTICLE V

The Board of Trustees may amend the Articles of Association and Incorporation at any time in the manner provided by law and according to Robert's Rules of Order (Newly Revised).

1- 640 9th Ave. S.W. Aberdeen, S. Dak. 57401
2- 17 N. Dearborn St. Chicago, Ill. 60609
3- 210 Walnut St. Des Moines, Iowa 50309
4- 655 Second Ave. N. Fargo, N.D. 58102
5- 517 E. Wisconsin Ave. Milwaukee, Wis. 53202
6- 1115 Market St. St. Louis, Mo. 63101
7- 1000 Broadway, New York, N.Y. 10010
8- Federal Building and U.S. Courthouse
516 Robert St. St. Paul, Minn. 55101
9- 2000 Adams St. Springfield, Ill. 62704

Address any reply to DISTRICT DIRECTOR of office No. 8

Department of the Treasury
District Director
Internal Revenue Service



Date: February 18, 1975
In reply refer to Mrs. Lapey
725-7344
S&F:EO:75-221 DBL:ag

Union Cemetery Association
2505 East Minnehaha Avenue
Saint Paul, Minnesota 55119

Internal Revenue Code: Section 501(c) () (15)
Form 990 Required: Yes No
Accounting Period Ending: April 30

Dear Applicant:

Based on information supplied and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$50 or more to each of your employees during a calendar quarter. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act on remuneration of \$50 or more to each of your employees during a calendar quarter if, during the current or preceding calendar year you have one or more employees at any time in each of 20 calendar weeks or pay wages of \$1,600 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

The block checked at the top of this letter shows whether you must file Form 990, Return of Organization Exempt From Income Tax. If the Yes box is checked, you are only required to file Form 990 if your gross receipts each year are normally more than \$5,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file the return on time.

Form L-179 (Rev. 4-73)

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under Section 513 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your Application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Very truly yours,

C. D. Switzer
C. D. Switzer
District Director

As a cemetery association, contributions to your organization are deductible by donors; however, to be deductible, the contributions must be voluntary and must be made for the care of the cemetery as a whole. A donor may not deduct a contribution made for the perpetual care of a particular lot or crypt. Furthermore, payments made to your organization as part of the purchase price of a burial lot or crypt, even though dedicated to the perpetual care of the cemetery as a whole, are not deductible by an individual.

The income of any trust which is used or permanently set aside for the care, maintenance, and beautification of a particular burial lot or mausoleum crypt is taxable. Therefore, your organization must file Federal income tax returns on Form 1041 on income from the trust created by amounts set aside for extra perpetual care of individual lots.

City of Maplewood Department of Public Works
Office of the City Engineer
1902 County Road B East
Maplewood, MN 55109

May 4, 2012

RECEIVED

MAY 07 2012

Maplewood Public Works

RE: Assessment for City Project #11-14

I am writing this letter as an official written objection to the assessment levied on me in the amount of \$6,100 for the above mentioned street improvement project. I understand that the public hearing date is May 14, 2012, however I will be unable to attend and I have nobody to go as my proxy. My objection is rather simple. The assessment amount of \$6,100 is equivalent to 1/3 (one-third) of my annual income. I am self-employed, a single parent and struggling in this economy to make ends meet. My adjusted gross income for 2011 was under \$18,000. According to one of my neighbors, the amount assessed each homeowner is based on property value. My street front footage is about 60 feet. My lot is deep, but most of that is wooded. I am being charged \$100 per foot of this street improvement.

Also, I have asked on more than one occasion the following question and have never received an answer. Does Gethsemane Church have to pay an assessment for this project? Since I continue to get no response, I assume that they are exempt from payment. Do you know how many churchgoers use this road? The school makes for a lot of traffic from parents and school buses, the parishioners who zoom down the road every week, the employees, etc. How about the pipeline company who owns all the homes on Bartelmy from Brand to Stillwater? Do they have to pay the same amount for each home they rent out or did they get to "cut a deal" with the City of Maplewood behind closed doors? How about all the ball players who come to use the park every week? They park on both sides of the street (illegally) and often times drive their vehicles on our lawns to park. These people get a new road to abuse at no cost to them? Also, according to the project's map, there are some roads in the neighborhood not included, so does this mean that those homeowners do not have to chip in for the roads that they use on a daily basis? This all seems extremely unfair and the price tag is exorbitant.

The whole question of the church's financial obligation also raises a very important question regarding the use of this road. When they finally put in the 130-unit 3-story senior living complex in the park, how is this new, expensive road going to hold up to all the construction traffic and heavy equipment used during construction? How about the continued high-use of the roads for delivery trucks, employees, ambulances, etc. Who is going to pay to fix the roads after they're done destroying them? Let me guess....not the church, but the church's generous neighbors, the struggling homeowners. BINGO!

The mere fact that a relative in Woodbury had a similar street project in their neighborhood and it cost them under \$3000 for roughly the same front footage is really making this bill of more than double that very hard to swallow. I am at a loss as to how I can pay this without accruing tons of interest, making my total payment even more ridiculously higher than any of my neighbors.

Do you have any concessions for low income families for this project? I am a recipient of heating assistance through Ramsey County, however I am not on Food Stamps or Medicaid. As a self-employed small business owner, I do get medical coverage through Minnesota Care. Again, \$6,100 is 34% of my annual income. This seems rather unfair to charge for a road that many more people use on a daily basis than just the homeowners.

Deena Drewes 882 Bartelmy Lane



ASSESSMENT HEARING OBJECTION FORM

Mary Street / Sterling St IMPROVEMENTS

CITY PROJECT 11-14

Address of assessed parcel 784 Mary Street North

Property identification number: 25-29-22-34-0018
(12 digit number)

Do you wish to address the city council at the public hearing? Yes No

Please complete this form if you intend to appeal to the city council to defer, revise or cancel your assessment. This form must be completed and filed with the city clerk no later than the close of the city council's assessment hearing. Your request will become part of the public hearing record. I request that the city council consider (check one):

1. Deferral of assessment due to:
 - a. Senior citizen deferment (over 65 years of age) *Lived here 43 years*
 - b. Permanent and total disability
 - c. National Guard /Military in Active Service
 - d. Financial Hardship (must provide documentation as required)
 - e. Undeveloped Property
2. Cancellation of assessment
3. Revision of assessment

Reason for the request:

Hi! My wife & I are over 70 yrs old living on my retirement income. She has several health problems. One is Parkinson's disease. She takes a perscription drug our insurance will not cover. The cost is \$735.00 out of pocket for a 3 month supply. We love the community and the neighborhood. Thank You. Dale & Judy.

Dale Dombrock

Print Name

Dale Dombrock

Signature

April 28, 2012

Date

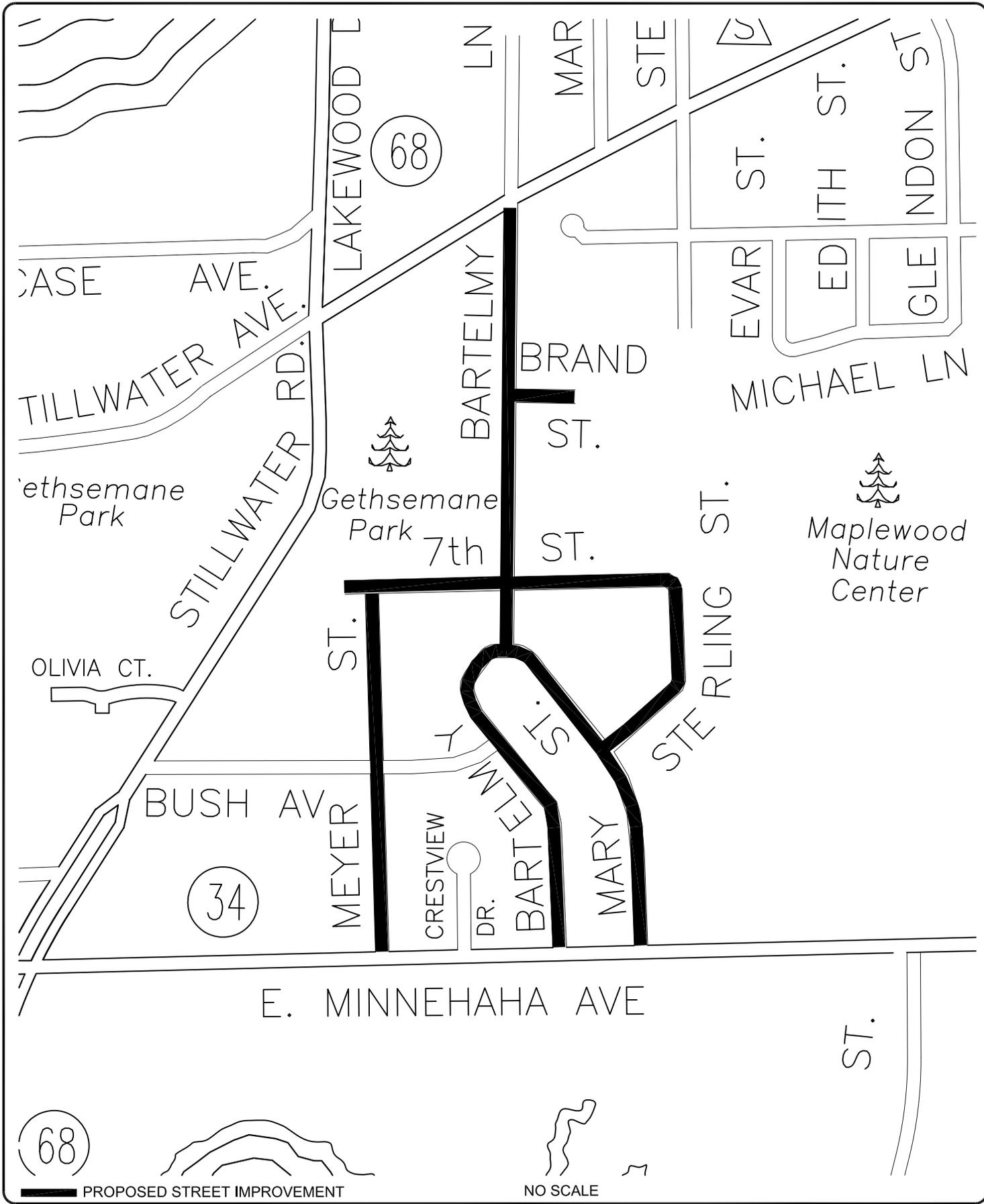
784 Mary St, N

Address of Property Owner

55119

Zip

Telephone



Capital Improvement Project for 2012

Bartelmy Meyer Area Streets
City Project 11-14





Kimley-Horn
and Associates, Inc.

May 8, 2012

Mr. Steve Love, P.E.
Assistant City Engineer
City of Maplewood
1902 East County Road B
Maplewood, MN 55109

■
Suite 238N
2550 University Avenue West
St. Paul, Minnesota
55114

Re: Summary of Bids
Bartelmy-Meyer Area Street Improvements
City Project 11-14

Dear Mr. Love:

On Friday, May 4th at 10:00 AM, bids were received and opened for the above-referenced project. Bids were received from four (4) contractors as follows:

<u>Contractor</u>	<u>Base Bid Amount</u>
Hardrives, Inc.	\$ 2,720,950.97
T.A. Schifsky & Sons, Inc.	\$ 2,803,332.65
Frattalone Companies, Inc.	\$ 3,049,000.00
S.R. Weidema, Inc.	\$ 3,079,730.00
Engineer's Estimate	\$ 3,125,324.25

All bids were submitted with proper guarantees in the amount of five percent (5%) of the total bid as required by the Project Manual. All bids acknowledged the one (1) addendum that was prepared for the project.

Hardrives, Inc. was the low bidder with a base bid amount of \$2,720,950.97.

After bids were opened and tabulations were complete, Hardrives, Inc. indicated that they discovered a significant error in their bid. Per a letter dated May 8, 2012, Hardrives, Inc. requested that the City allow them to retract their bid for the project. T.A. Schifsky & Sons, Inc. was the next lowest responsible bidder on the project with a base bid amount of \$2,803,332.65. The low base bid is approximately

■
TEL 651 645 4197
FAX 651 645 5116



Kimley-Horn
and Associates, Inc.

Mr. Steve Love, P.E.
May 8, 2012
Page 2 of 3

\$321,991.60 or 11% less than the Engineer's Estimate of \$3,125,324.25. A copy of the bid tabulation for the project is enclosed for your information.

The plans and specifications also contained the three bid alternates listed below:

- Bid Alternate 1 – Sanitary Sewer Lining
- Bid Alternate 2 – Fiber Optic Improvements
- Bid Alternate 3 – Gethsemane Park Improvements

Contractors were made aware that the project would be awarded based on the base bid amount or the base bid plus any combination of the bid alternates.

The bid amounts for Bid Alternate 1 are as follows:

<u>Contractor</u>	<u>Bid Alternate 1 Amount</u>
T.A. Schifsky & Sons, Inc.	\$ 56,786.08
S.R. Weidema, Inc.	\$ 59,350.00
Hardrives, Inc.	\$ 63,468.89
Frattalone Companies, Inc.	\$ 118,700.00

The bid amounts for Bid Alternate 2 are as follows:

<u>Contractor</u>	<u>Bid Alternate 2 Amount</u>
T.A. Schifsky & Sons, Inc.	\$ 222,222.00
S.R. Weidema, Inc.	\$ 227,108.60
Hardrives, Inc.	\$ 233,129.70
Frattalone Companies, Inc.	No Bid

The bid amounts for Bid Alternate 3 are as follows:

<u>Contractor</u>	<u>Bid Alternate 3 Amount</u>
T.A. Schifsky & Sons, Inc.	\$ 19,270.60
Hardrives, Inc.	\$ 23,540.84
Frattalone Companies, Inc.	\$ 29,547.54
S.R. Weidema, Inc.	\$ 30,425.70



Kimley-Horn
and Associates, Inc.

Mr. Steve Love, P.E.
May 8, 2012
Page 3 of 3

Please call me if you have any questions or you need additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Chadd Larson".

Chadd Larson, P.E.
Project Manager

Enclosure: Bid Tabulation
Copy: File



HARDRIVES, INC.

Mr. Steve Love P.E.
Assistant City Engineer
City of Maplewood

RE: Bartelmy – Meyer Area Street Improvements

Mr. Love:

Hardrives Inc. is requesting to withdraw our bid on this project. A misinterpretation of the specs on the part of our pipe subcontractor, Redstone Construction has resulted in an inability to construct the project as bid. An error was made as to what work was covered by bid items and what work was considered to be incidental to the said bid items. Redstone Construction contacted Chad Larson at Kimerly – Horn for clarification on what was paid through bid items and what work was incidental. After receiving clarification from Chad and/or St. Paul Water, it was realized a mistake of \$100,000.00 (approx.) was made due to the misinterpretation of the specification.

The Error on the part of Redstone Construction is significant and warrants the request for withdrawal of the bid by Hardrives Inc.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mike Leuer', written in a cursive style. The signature is positioned above the printed name and title.

Mike Leuer
Div. Manager

PlayPower LT Farmington, Inc.

c/o Flanagan Sales Inc
Exclusive Representative for



PlayPower LT Registration #'s

Ship To:	Quote # _____	Date: <u>4/27/2012</u>	Bill To:	_____
			City of Maplewood	_____
Customer:	Address: <u>Gethsemane Park</u>			Customer PO#: _____
	_____			Attn: <u>James Taylor</u>
	_____			Address: <u>1902 County Rd B East</u>
	_____			_____
City: <u>Maplewood</u>	State: <u>MN</u>		City: <u>Maplewood, MN</u>	
Zip Code: <u>55109</u>			Zip Code: <u>55109</u>	
Phone #: _____			Phone #: <u>651-249-2121</u>	
Fax#: _____			Fax #: _____	
Attn: _____			Email: _____	
RE: _____				

Qty:	Item Number	Description	Unit Price	Extended Price
1	Custom	Little Tikes Northwoods Play Structure :	\$ -	\$ -
		- UPS Parks Rock & Ropes Adventure Componenets	\$ -	\$ 79,425.16
			\$ -	\$ -
1		Special Discount:	\$ -	\$ (22,746.16)
			\$ -	\$ -
1	Install	Installation of play equipment & wood fiber surfacing	\$ -	\$ 13,200.00
			\$ -	\$ -
2	Benches	Little Tikes PS348-6NV2 Surface Mount Vinyl Bench	\$ 299.00	\$ 598.00
			\$ -	\$ -
1	Wood Fiber	Resilient ADA Compliant Wood Fiber Surfacing	\$ -	\$ 5,760.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Line Item Total:				\$ 76,237.00

Freight	\$	4,123.00
Tax 6.875 %	\$	4,617.25
Order Total:	\$	<u>84,977.25</u>

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To Submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administrator" via fa 651-633-1515 or email_wecanhelp@flanagansales.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e-mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PPLT Lockbox# 778484, 350 East Devon Ave, Itasca, IL 60143, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

Purchase orders and payments should be made to the order of _____.

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

Submitted By _____

Printed Name and Title _____

Date _____

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PPLT.

By: _____ Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

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

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

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

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

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

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

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

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

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

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

Bartelmy-Meyer Area Street Improvements – Girl Scout Troop Meeting

City staff met with Girl Scout Troop 53521 at Gethsemane Lutheran Elementary School on November 17th, 2011 to discuss the proposed Bartelmy-Meyer Area Street Improvement Project. This same Girl Scout Troop (then Brownies) contacted City staff and their local representatives in April 2011 in regards to pedestrian safety on the streets around their school. Their involvement at that time resulted in the installation of additional “School Zone” signs by MnDOT on Stillwater Road. Staff was impressed by the Girl Scouts desire to better their community and therefore wanted to solicit their input for the Bartelmy-Meyer Project. Staff presented to the Girl Scouts the various items that are replaced as part of the project and asked them for feedback on what types of improvements they thought were necessary in the neighborhood. Many ideas were to be had, with most ideas focusing on the need for safe areas to walk to school and the need for upgrades to the Gethsemane Park playground area. According to Judy Hinck, Principal of Gethsemane Lutheran School, the Girls were quite happy to have been involved. “ I wish you could have seen the next day as the girls dragged classmates into the room to explain the project to them and to let them know what might happen with the playground. Kids were very excited, and I believe that you now have a group of girls who will be active in their communities all of their lives-- they know that their involvement can make a difference! “



Bartelmy-Meyer Area Street Improvements – Gethsemane Park Improvements

With each year’s street improvement project there are certain water quality requirements that need to be met. The challenge is finding locations in which we are able to construct our water quality improvements. Many times if our project includes City owned land or a City park we will work with the parks department to allow us to use portions of the park land to construct these features. And, in turn for the use of the land, improvements have been made such as repaving of parking lots or basketball courts. The public works engineering staff has been collaborating with the City’s park and recreation staff to incorporate a much needed park improvement into this year’s neighborhood street improvement project.

At neighborhood meetings City staff received many comments about the condition of the existing neighborhood playground at Gethsemane Park. This park is located at the intersection of 7th Street and Bartelmy Lane. Staff received comments about drainage issues at this intersection from area residents. The engineering staff met with the park and recreation staff about a solution that would allow for the use of some of the low lying park land to be used to help solve the drainage issues. Together we developed a strategy for incorporating the replacement of the existing playground as part of the proposed neighborhood project.



A previous FYI article was published in regards to the meeting that was held with Girl Scout Troop 53521 at Gethsemane Lutheran Elementary School on November 17th, 2011. At this meeting, Staff discussed the proposed Bartelmy-Meyer Area Street Improvement Project. Staff presented to the Girl Scouts the various items that are replaced as part of the project and asked them for feedback on what types of improvements they thought were necessary in the neighborhood. Many ideas were to discussed, with most ideas focusing on the need for safe areas to walk to school and the need for upgrades to the Gethsemane Park playground area.

Subsequently, staff solicited five playground vendors for design/build plans for Gethsemane Park playground. Four submittals were received each with their own unique take on what the park would look like. The top two proposals were brought to a neighborhood meeting for residents to come and ask questions and vote on. Following this meeting staff brought the top two designs to the



“experts”, Girl Scout Troop 53521, to continue their involvement on this project. As you can see from the pictures they were very engaged, asked many intelligent questions, and after about 15 minutes or more of discussion and debate, everyone had fun voting.

Judy Hinck, Principal of Gethsemane Lutheran School, recently followed up our meeting with an email in which she said, “I’m so glad that you connected up with our Scouts, and I love how together we are teaching our children that civic involvement is possible, important and significant. I hope that your Parks Commission meeting moves everything forward. We are looking forward to seeing the progress this summer, and I have already warned the teachers that they should expect many requests for recess treks down to the playground. ”

This item will be brought to Parks and Recreation Commission for comments and recommendation of support at the April 18, 2012 commission meeting.



MEMORANDUM

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
Alan Kantrud, City Attorney
Jim Taylor, Parks Manager
SUBJECT: **Park Dedication Fee Code Revision - Second Reading**
DATE: April 16, 2012

INTRODUCTION

The City Manager with Council support has requested that staff explore all areas of development for Park Dedication Fees to help generate additional revenue. Staff did research on what our code currently says, and in what ways it should be revised to address additional revenue opportunities to help sustain our Parks system.

BACKGROUND

At the April 23, 2012, meeting of the City Council staff presented a revision to the City Code as it relates to the City's Park Availability Charge. Staff presented language to specifically address redevelopment in the City. At the City Council meeting, there were no concerns over the revision so no changes have been made since the first reading.

DISCUSSION

Highlights from the Revision:

- In cases of redevelopment, credit towards the park dedication due for such redevelopment shall be given for the actual amount of previous park dedication satisfied for the lots proposed.
- If PAC charges were not previously paid on the purchased property, the developer would be responsible for the full 9% of the market value of the property.
- In the event that park dedication was previously satisfied for a larger land area than the lot or lots currently proposed for development, the previously satisfied park dedication amount shall be prorated on a per square foot basis to the lot or lots currently proposed for development.
- While credits may fully satisfy park dedication due credits shall not result in refunds of park dedication previously paid

RECOMMENDATION

Staff recommends approval of the second reading of the change to Chapter 26 section 26-126 thru 130 of the City Code.

1. Ordinance Amendment to Section 26 – 126

Attachment 1

ORDINANCE NO. ____**AN ORDINANCE AMENDMENT CONCERNING
THE CITY PARK DEDICATION BY DEVELOPERS**

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

Chapter 26. Section 26-126 thru 130 of the Maplewood Code of Ordinances is hereby amended as follows:

Sec. 26-126 – Purpose and intent.

The purposes and intent of this division are to ensure the citizens of the city that additional open space for parks, playgrounds and recreation facilities will be the responsibility of every sort of ~~new new~~ development in the city, not just residential development, so that the city's vast amount of privately owned open spaces with potential for development are partially available for orderly park, recreation, and open space development ; to ensure that, in fact, such facilities will be provided; and to preserve, enhance and improve the qualities of the physical environment of the city for commercial and industrial uses or a combination thereof, regardless of whether such developments or subdivisions are within the context of chapter 34, which pertains to subdivisions.

Sec, 26-127 Required dedications generally.

The developer of any tract of land in the city which is to be developed or redeveloped for commercial, residential, governmental, institutional, or industrial or like uses shall dedicate to the public, for public use as parks, playgrounds or public open space, such portion of his/her development tract equal to 9 percent, with such portion to be reviewed annually in December. The percentage of the development tract to be so dedicated may be amended by resolution of the council.

Sec. 26-128 Delineation of dedicated area on preliminary plat or site plan.

The actual area to be dedicated for public use as parks, playgrounds or public space pursuant to this division shall be delineated on the preliminary plat or site plan by the developer. Such plat or site plan shall be referred to the park and recreation commission for its scrutiny and report to the city council of its findings, conclusions, and recommendations, with this referral being in addition to any other referral to other commissions or committees.

Sec. 26-129 Revision of dedication

If the city council, after receiving the report from the park and recreation commission and the planning commission, shall determine that such area delineated by the developer pursuant to section 26-128 is unsuitable for such purposes, it may require the subdivider or developer to relocate or rearrange such area or to make such changes or revisions of the proposed dedication as it deems necessary; reasonable; and in the best interests of health, safety, general welfare and convenience of the city.

Sec. 26-130 Cash in lieu of dedication.

- (a) The term “undeveloped land value” as used in this section, shall be the market value of the subject land at the time of the application, and to be determined by the city council in its reasonable discretion. As a basis for its decision, the council may request a appraisal at the expense of the subdivider or developer for the purposes of determining such value. Such additional appraisal shall be obtained, if the council deems advisable, from an appraiser selected by the council. Thereafter, the council, with the aid of both appraisals, shall determine the “undeveloped land value”.
- (b) In lieu of the dedication of land required for the purposes enumerated in the division, the city council may require the subdivider or developer to pay the city, as an equivalent contribution, an amount in cash equal to the product of the percentage of land required to be dedicated, multiplied be the undeveloped land value of the tract to be subdivided ~~or, developed or redeveloped~~. Such cash payments shall be made to the city prior to the issuance of a building permit, ~~for commercial, industrial uses or accommodation thereof~~.
- (c) All cash contributions received by the city are pursuant to this division shall be placed in a special fund and used only for the acquisition of land for parks, playgrounds, public space or the development of existing parks and playground sites, public open spaces and debt retirement in connection with land previously acquired for such public purposes.
- (d) In cases of redevelopment, credit towards the park dedication due for such redevelopment shall be given for the actual amount of previous park dedication satisfied for the lots proposed.
- (e) In the event that park dedication was previously satisfied for a larger land area than the lot or lots currently proposed for development, the previously satisfied park dedication amount shall be prorated on a per square foot basis to the lot or lots currently proposed for development.
- (f) While credits may fully satisfy park dedication due, credits shall not result in refunds of park dedication previously paid.

The Maplewood City Council approved this ordinance revision on _____.

Mayor

Attest:

City Clerk

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AGENDA REPORT

To: Jim Antonen, City Manager
From: Gayle Bauman, Finance Manager
Subject: **Acceptance of Comprehensive Annual Financial Report - 2011**
Date: May 3, 2012 for May 14, 2012 council meeting

BACKGROUND

The Comprehensive Annual Financial Report (CAFR) of the City has been completed for the year-ended December 31, 2011. The CAFR is the City's official annual report and is prepared by the Finance Department. It has been audited by the certified public accounting firm of Kern DeWenter, Viere, Ltd. and their unqualified opinion on the fair presentation of the financial statements is included within the CAFR. The CAFR includes the Auditors' Report on Internal Controls, the Report on Compliance with Minnesota Legal Compliance Audit Guide for Political Subdivisions and, finally, the Communication with Those Charged with Governance. Also included in the packet is the Finance Department's written response to the audit findings, identifying the actions that have been or will be taken to resolve these findings.

Members of the City Council have received a copy of the Comprehensive Annual Financial Report (CAFR) and an electronic version is available on our website as well.

Presentations on significant aspects of the CAFR were given to the Council by a representative of Kern, DeWenter, Viere, Ltd. at the May 14th Council Workshop.

RECOMMENDATION

Accept the City's Comprehensive Annual Financial Report and approve the City's responses to the audit findings.

AGENDA REPORT

TO: City Manager

FROM: Finance Manager

SUBJECT: **Preliminary Approval for Issuance of Bonds**

DATE: May 8, 2012 for May 14, 2012 council meeting

BACKGROUND

Bonds need to be issued to finance the following:

- Three public works projects – Bartelmy-Meyer Area Streets, Mill and Overlays and the second part of Gladstone Area Redevelopment (Phase I, The Shores). Improvement bonds totaling \$5,330,000 are planned for these projects that have special assessments that total at least 20% of the project costs.
- Equipment certificates totaling \$450,000 are planned to cover the purchase of refuse containers needed due to the organized collection process which begins this fall.

Crossover refunding bonds are proposed to be issued to refund G.O. State Aid Street Bonds 2004E with an outstanding amount of \$3,465,000 and maturities through 2024. The estimated net present value (NPV) of savings to the City for this issue is \$149,800 or 5.813% of the principal amount of the refunding bonds. Please note that the NPV benefit shown is an estimate and is variable based on the actual true interest cost of the refunding bonds as determined at the sale date. City policy states that any refunding, whether advanced or current, needs to have a NPV benefit of at least 3.5%.

The projects and financing plans are listed in the attached report from Springsted Incorporated. The report lists annual tax levies for the improvement bonds and equipment certificates of \$111,552-\$188,556 payable 2013-2027 which are required to finance the unassessed project costs. A portion of this will be paid from revenues collected in the Recycling/Trash Fund through user charges (\$68,835-\$73,676 annually). The report also suggests a bid award on the bond sale at the Council meeting at 7:00 p.m. on Monday, June 11, 2012.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolutions providing preliminary approval for the sale of \$5,780,000 General Obligation Bonds, Series 2012A and \$2,545,000 General Obligation State Aid Street Refunding Bonds, Series 2012B.

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Attachments

1. Resolution for Series 2012A bonds
2. Resolution for Series 2012B bonds
3. Recommendations from Springsted

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF MAPLEWOOD, MINNESOTA

HELD: May 14, 2012

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly held at the City Hall on May 14, 2012, at 7:00 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$5,780,000 General Obligation Bonds, Series 2012A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF \$5,780,000
GENERAL OBLIGATION BONDS, SERIES 2012A**

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue \$5,780,000 General Obligation Bonds, Series 2012A (the "Bonds") to finance (i) various street improvement projects within the City and (ii) the purchase of capital equipment; and

B. WHEREAS, the City has retained Springsted Incorporated, in Saint Paul, Minnesota ("Springsted"), as its independent financial advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization. The City Council hereby authorizes Springsted to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed proposals for, and awarding the sale of, the Bonds. The proposals shall be received at the offices of Springsted and shall be opened at the time specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the sale, the City Clerk, Mayor and other officers or employees of the City are hereby authorized to cooperate with Springsted and

participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

I, the undersigned, being the duly qualified and acting City Clerk of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$5,780,000 General Obligation Bonds, Series 2012A.

WITNESS my hand on May 14, 2012.

City Clerk

EXHIBIT A

TERMS OF PROPOSAL

THE CITY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$5,780,000*

**CITY OF MAPLEWOOD, MINNESOTA
GENERAL OBLIGATION BONDS, SERIES 2012A
(BOOK ENTRY ONLY)**

Proposals for the Bonds and the Good Faith Deposit ("Deposit") will be received on Monday, June 11, 2012, until 11:30 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 7:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed Proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final Proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted Proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all Bids submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic Bid in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY[®] shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The City is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY[®] is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY[®], this Terms of Proposal shall control. Further information about PARITY[®], including any fee charged, may be obtained from:

PARITY[®], 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* Preliminary; subject to change.

DETAILS OF THE BONDS

The Bonds will be dated July 1, 2012, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2013. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2014	\$570,000	2018	\$595,000	2022	\$145,000	2026	\$160,000
2015	\$575,000	2019	\$605,000	2023	\$150,000	2027	\$165,000
2016	\$585,000	2020	\$615,000	2024	\$150,000	2028	\$165,000
2017	\$585,000	2021	\$560,000	2025	\$155,000		

* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the maturity amounts offered for sale. Any such increase or reduction will be made in multiples of \$5,000 in any of the maturities. In the event the principal amount of the Bonds is increased or reduced, any premium offered or any discount taken by the successful bidder will be increased or reduced by a percentage equal to the percentage by which the principal amount of the Bonds is increased or reduced.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption and must conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the Proposal Form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name the registrar which shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2022, and on any day thereafter, to prepay Bonds due on or after February 1, 2023. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessment against benefited properties. The proceeds will be used to finance (i) various street improvement projects and (ii) the purchase of capital equipment.

BIDDING PARAMETERS

Proposals shall be for not less than \$5,722,200 and accrued interest on the total principal amount of the Bonds.

No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates are not required to be in level or ascending order; however, the rate for any maturity cannot be more than 1% lower than the highest rate of any of the preceding maturities. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

Proposals, regardless of method of submission, shall be accompanied by a Deposit in the amount of \$57,800, in the form of a certified or cashier's check, a wire transfer, or Financial Surety Bond and delivered to Springsted Incorporated prior to the time proposals will be opened. Each bidder shall be solely responsible for the timely delivery of their Deposit whether by check, wire transfer or Financial Surety Bond. Neither the City nor Springsted Incorporated have any liability for delays in the transmission of the Deposit.

Any Deposit made by **certified or cashier's check** should be made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101.

Any Deposit sent via **wire transfer** should be sent to Springsted Incorporated as the City's agent according to the following instructions:

Wells Fargo Bank, N.A., San Francisco, CA 94104
ABA #121000248
for credit to Springsted Incorporated, Account #635-5007954
Ref: Maplewood, MN Series 2012A Good Faith Deposit

Contemporaneously with such wire transfer, the bidder shall send an e-mail to bond_services@springsted.com, including the following information; (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer, (iii) the issue to which it applies, and (iv) the return wire instructions if such bidder is not awarded the Bonds.

Any Deposit made by the successful bidder by check or wire transfer will be delivered to the City following the award of the Bonds. Any Deposit made by check or wire transfer by an unsuccessful bidder will be returned to such bidder following City action relative to an award of the Bonds.

If a **Financial Surety Bond** is used, it must be from an insurance company licensed to issue such a bond in the State of Minnesota and pre-approved by the City. Such bond must be submitted to Springsted Incorporated prior to the opening of the proposals. The Financial Surety Bond must identify each underwriter whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to an underwriter using a Financial Surety Bond, then

that underwriter is required to submit its Deposit to the City in the form of a certified or cashier's check or wire transfer as instructed by Springsted Incorporated not later than 3:30 P.M., Central Time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the City to satisfy the Deposit requirement.

The Deposit received from the purchaser, the amount of which will be deducted at settlement, will be deposited by the City and no interest will accrue to the purchaser. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser.

Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Briggs and Morgan, Professional Association, of Saint Paul and Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

On the date of actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the City will covenant for the benefit of the owners of the Bonds to provide certain financial and other information about the City and notices of certain occurrences to information repositories as specified in and required by SEC Rule 15c2-12(b)(5).

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 230 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated May 14, 2012

BY ORDER OF THE CITY COUNCIL

/s/ Karen Guilfoile
City Clerk

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF MAPLEWOOD, MINNESOTA

HELD: May 14, 2012

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly held at the City Hall on May 14, 2012, at 7:00 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$2,545,000 General Obligation State-Aid Street Refunding Bonds, Series 2012B.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF \$2,545,000
GENERAL OBLIGATION STATE-AID STREET REFUNDING BONDS, SERIES 2012B**

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue \$2,545,000 General Obligation State-Aid Street Refunding Bonds, Series 2012B (the "Bonds") to refund the April 1, 2016 through April 1, 2024 maturities of the City's General Obligation State-Aid Street Bonds, Series 2004E, dated August 1, 2004; and

B. WHEREAS, the City has retained Springsted Incorporated, in Saint Paul, Minnesota ("Springsted"), as its independent financial advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization. The City Council hereby authorizes Springsted to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed proposals for, and awarding the sale of, the Bonds. The proposals shall be received at the offices of Springsted and shall be opened at the time specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the sale, the City Clerk, Mayor and other officers or employees of the City are hereby authorized to cooperate with Springsted and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

I, the undersigned, being the duly qualified and acting City Clerk of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$2,545,000 General Obligation State-Aid Street Refunding Bonds, Series 2012B.

WITNESS my hand on May 14, 2012.

City Clerk

EXHIBIT A

TERMS OF PROPOSAL

THE CITY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$2,545,000*

CITY OF MAPLEWOOD, MINNESOTA

GENERAL OBLIGATION STATE-AID STREET REFUNDING BONDS, SERIES 2012B

(BOOK ENTRY ONLY)

Proposals for the Bonds and the Good Faith Deposit ("Deposit") will be received on Monday, June 11, 2012, until 11:30 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 7:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed Proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final Proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted Proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all Bids submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic Bid in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY[®] shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The City is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY[®] is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY[®], this Terms of Proposal shall control. Further information about PARITY[®], including any fee charged, may be obtained from:

PARITY[®], 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* Preliminary; subject to change.

DETAILS OF THE BONDS

The Bonds will be dated July 1, 2012, as the date of original issue, and will bear interest payable on April 1 and October 1 of each year, commencing April 1, 2013. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature April 1 in the years and amounts* as follows:

2016	\$310,000	2018	\$295,000	2020	\$285,000	2022	\$270,000	2024	\$255,000
2017	\$305,000	2019	\$290,000	2021	\$275,000	2023	\$260,000		

* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the maturity amounts offered for sale. Any such increase or reduction will be made in multiples of \$5,000 in any of the maturities. In the event the principal amount of the Bonds is increased or reduced, any premium offered or any discount taken by the successful bidder will be increased or reduced by a percentage equal to the percentage by which the principal amount of the Bonds is increased or reduced.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption and must conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the Proposal Form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name the registrar which shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on April 1, 2022, and on any day thereafter, to prepay Bonds due on or after April 1, 2023. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge annual state-aid allotments from the Minnesota Department of Transportation. The proceeds will be used to refund the April 1, 2016 through April 1, 2024 maturities of the City's General Obligation State-Aid Street Bonds, Series 2004E, dated August 1, 2004

BIDDING PARAMETERS

Proposals shall be for not less than \$2,524,640 and accrued interest on the total principal amount of the Bonds.

No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates are not required to be in level or ascending order; however, the rate for any maturity cannot be more than 1% lower than the highest rate of any of the preceding maturities. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

Proposals, regardless of method of submission, shall be accompanied by a Deposit in the amount of \$25,450, in the form of a certified or cashier's check, a wire transfer, or Financial Surety Bond and delivered to Springsted Incorporated prior to the time proposals will be opened. Each bidder shall be solely responsible for the timely delivery of their Deposit whether by check, wire transfer or Financial Surety Bond. Neither the City nor Springsted Incorporated have any liability for delays in the transmission of the Deposit.

Any Deposit made by **certified or cashier's check** should be made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101.

Any Deposit sent via **wire transfer** should be sent to Springsted Incorporated as the City's agent according to the following instructions:

Wells Fargo Bank, N.A., San Francisco, CA 94104
ABA #121000248
for credit to Springsted Incorporated, Account #635-5007954
Ref: Maplewood, MN Series 2012B Good Faith Deposit

Contemporaneously with such wire transfer, the bidder shall send an e-mail to bond_services@springsted.com, including the following information; (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer, (iii) the issue to which it applies, and (iv) the return wire instructions if such bidder is not awarded the Bonds.

Any Deposit made by the successful bidder by check or wire transfer will be delivered to the City following the award of the Bonds. Any Deposit made by check or wire transfer by an unsuccessful bidder will be returned to such bidder following City action relative to an award of the Bonds.

If a **Financial Surety Bond** is used, it must be from an insurance company licensed to issue such a bond in the State of Minnesota and pre-approved by the City. Such bond must be submitted to Springsted Incorporated prior to the opening of the proposals. The Financial Surety Bond must identify each underwriter whose Deposit is guaranteed by such Financial

Surety Bond. If the Bonds are awarded to an underwriter using a Financial Surety Bond, then that underwriter is required to submit its Deposit to the City in the form of a certified or cashier's check or wire transfer as instructed by Springsted Incorporated not later than 3:30 P.M., Central Time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the City to satisfy the Deposit requirement.

The Deposit received from the purchaser, the amount of which will be deducted at settlement, will be deposited by the City and no interest will accrue to the purchaser. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser.

Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Briggs and Morgan, Professional Association, of Saint Paul and Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

On the date of actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the City will covenant for the benefit of the owners of the Bonds to provide certain financial and other information about the City and notices of certain occurrences to information repositories as specified in and required by SEC Rule 15c2-12(b)(5).

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 100 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated May 14, 2012

BY ORDER OF THE CITY COUNCIL

/s/ Karen Guilfoile
City Clerk

City of Maplewood, Minnesota Recommendations for Issuance of Bonds

\$5,780,000 General Obligation Bonds, Series 2012A

\$2,545,000 General Obligation State-Aid Street Refunding Bonds, Series 2012B

The Council has under consideration the issuance of two series of bonds to (i) finance various street improvement projects and the purchase of capital equipment and (ii) refund an outstanding general obligation issue of the City. This document provides information relative to the proposed issuance.

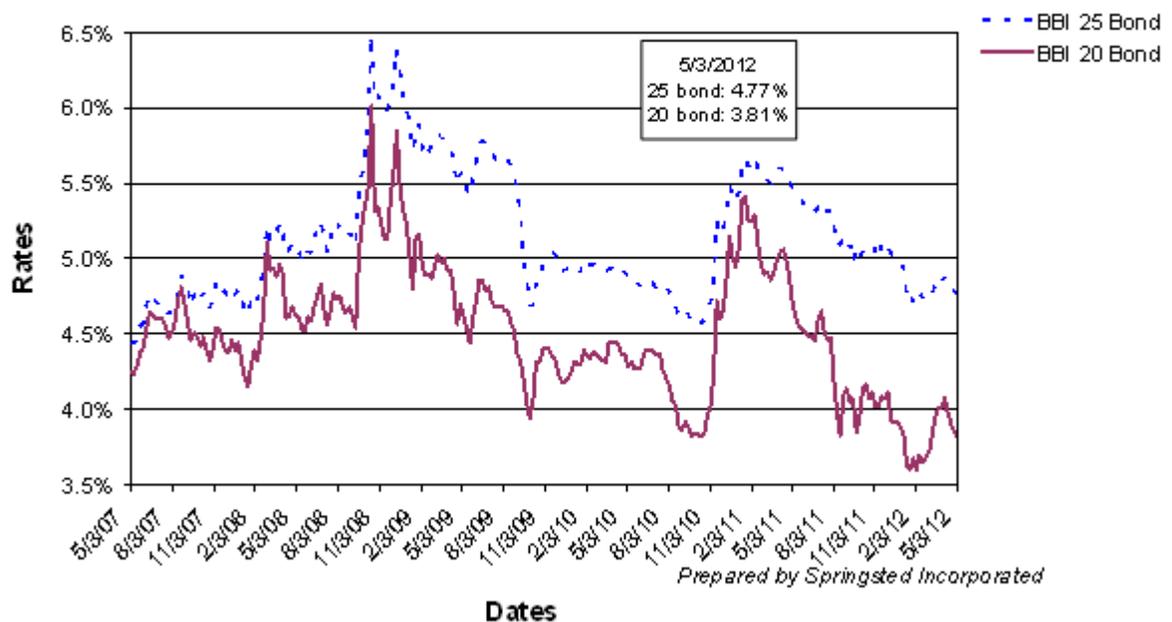
KEY EVENTS: The following summary schedule includes the timing of some of the key events that will occur relative to the bond issuance.

May 14, 2012	Council sets sale date and terms
Week of June 4, 2012	Rating conference is conducted
June 11, 2012, 11:30 a.m.	Competitive bids are received
June 11, 2012, 7:00 p.m.	Council considers award of bonds
Mid July, 2012	Proceeds are received

RATING: Applications will be made to Moody's Investors Service for ratings on the Bonds. The City's general obligation debt is currently rated "Aa1" by Moody's.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds (the BBI 20 Bond Index) and the 30th year for revenue bonds (the BBI 25 Bond Index). The following chart illustrates these two indices over the past five years.

**BBI 25-bond (Revenue) and 20-bond (G.O.) Rates for 5 Years
Ending 5/3/2012**



POST ISSUANCE COMPLIANCE:

The issuance of these bonds will result in post-issuance compliance responsibilities. The responsibilities lie in two primary areas: i) compliance with federal arbitrage requirements and ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as your issue has been structured. Post-issuance compliance responsibilities for your tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In very general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves.

- In regard to the 2012A Bonds, the arbitrage rules provide an exception from rebate provisions for gross proceeds that are spent within an 18-month period in accordance with certain spending criteria. The City expects to meet the 18-month spending exception. Gross proceeds that meet the test will qualify for an exception to rebate.
- In regard to the 2012B Bonds, federal regulations do not permit investment earnings on the escrow account to exceed the yield on the 2012B Bonds; therefore, no excess arbitrage will be earned.

Yield restriction provisions will apply to the debt service fund and any project proceeds unspent after three years under certain conditions. The funds should be monitored throughout the life of each Issue.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

The City contracts with Springsted to assist them in meeting these responsibilities and will continue that practice with the Bonds.

SUPPLEMENTAL INFORMATION AND BOND RECORD:

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

\$5,780,000 General Obligation Bonds, Series 2012A

Description of Issue

PURPOSE: Proceeds of the 2012A Bonds will be used to (i) finance three street projects: the Bartelmy-Meyer Area Streets, the Mill & Overlays 2012 and Gladstone (the "Improvements Portion") and (ii) finance the acquisition of capital equipment (the "Equipment Portion").

AUTHORITY: Statutory Authority: The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429 and 475 and Section 412.301.

Statutory Requirements: Minnesota Statutes, Section 412.301, specifies that the City may issue certificates of indebtedness without exposure to a petition requirement calling for a referendum if the total amount of the issue does not exceed ¼ of 1% of the market value of the taxable property in the City. Based on the City's 2011/12 taxable market value of \$3,168,106,800 this represents a maximum issue size of \$7,920,267. The issuance of the Equipment Portion is \$450,000 and therefore is within that limitation and not subject to taxpayer petition for a referendum.

SECURITY AND SOURCE OF PAYMENT:

The 2012A Bonds are a general obligation of the City, secured by its full faith and credit and taxing power. In addition, the City will pledge special assessments against benefited properties to the repayment of the Improvements Portion. The City will have a tax levy requirement. The City plans to offset a portion of the levy requirement with available state aid monies.

STRUCTURING SUMMARY:

Assessments for the Bartelmy-Meyer Area Streets project in the principal amount of \$733,610 will be collected over a term of 15 years. Assessments for the Mill & Overlays project in the principal amount of \$774,840 will be collected over a term of 8 years. All assessments will be collected with equal payments of principal and interest with interest on the unpaid balance charged at a rate of 2.0% over the true interest cost of the Bonds. For structuring purposes, we have assumed a rate of 3.95%. The Gladstone project was previously assessed when a portion of the project was bonded for in 2011.

The City will use funds on hand to pay the February 1, 2013 interest payment. Thereafter, each year's collection of taxes and assessments will be used to pay the August 1 interest payment due in the collection year. Second-half collections and any funds collected but not applied on August 1 will be used to pay the February 1 principal and interest payment in the following year.

SCHEDULES ATTACHED:

Schedules attached include: Sources and Uses of Funds, Net Debt Service Schedules and an Assessment Income Schedule.

RISKS/SPECIAL CONSIDERATIONS:

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

SALE TERMS AND MARKETING:

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after February 1, 2023 may be prepaid at a price of par plus accrued interest on or after February 1, 2022.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that counts against the \$10 million limit for this calendar year; therefore, the bonds are designated as bank qualified.

\$2,545,000 General Obligation State-Aid Street Refunding Bonds, Series 2012B

Description of Issue

PURPOSE: Proceeds of the 2012B Bonds will be used to refund the April 1, 2016 through April 1, 2024 maturities of the City's General Obligation State-Aid Street Bonds, Series 2004E (the "Prior Bonds"), dated August 1, 2004. The maturities to be refunded are currently outstanding in the aggregate principal amount of \$2,385,000. The April 1, 2013 - 2015 maturities are not callable and will not be refunded. The purpose of the refunding is to achieve interest cost savings.

Original proceeds of the Prior Bonds were used to finance various State-Aid street projects within the City.

AUTHORITY: The 2012B Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and Section 162.

Statutory Requirements: Pursuant to Minnesota Statutes, Chapter 162, the City can issue MSA bonds if the combined average annual debt service of the new bonds and any existing MSA obligations does not exceed 90% of the City's last annual allotment for construction. The City's 2012 construction allotment from the state was \$1,093,842 and 90% of that amount is \$984,457.80. The City has one other outstanding MSA obligations, the MSA Portion of the \$9,970,000 General Obligation Bonds, Series 2008A. The projected average annual debt service on the City's MSA Bonds is \$669,720. Therefore, the issuance of the 2012B Bonds meets the statutory requirement.

For advance refunding issues, a Minnesota statutory test exists which establishes a minimum present value interest cost savings level of 3% of the present value of refunded debt service. Based on the current interest rate market the present estimate of the refunding savings is over 5.0%.

SECURITY AND SOURCE OF PAYMENT: The 2012B Bonds will be general obligations of the City, secured by its full faith and credit and taxing power. In addition the City will pledge annual state-aid allotments from the Minnesota Department of Transportation originally pledged to the Prior Bonds.

The issuance of the 2012B Bonds is being conducted as a "crossover" advance refunding in which the proceeds of the 2012B Bonds are placed in an escrow account with a major bank and invested in U.S. Treasury obligations or State and Local Government Securities. These investments and their earnings are structured to pay interest on the 2012B Bonds to and including April 1, 2015 (the call date of the Prior Bonds), at which time the escrow account will prepay the April 1, 2016 through 2024 principal of the Prior Bonds. The City will continue to pay the originally scheduled debt service payments on the Prior Bonds through the April 1, 2015 call date. After the call date, the City will cross over and begin making debt service payments on the 2012B Bonds, taking advantage of the lower interest rates.

The 2012B Bonds will be repaid from annual state-aid allotments from the Minnesota Department of Transportation. Allotments received each year will be used to pay the April 1 principal and interest payment and the subsequent October 1 interest payment.

**STRUCTURING
SUMMARY:**

At the direction of the City, the principal amortization of the 2012B Bonds has been structured to result in approximately even annual savings.

Based on current interest rate estimates, the refunding is projected to result in the City realizing an average cash flow savings of approximately \$18,305 per year. This results in future value savings of approximately \$169,180, with a net present value benefit to the City of approximately \$149,800. These estimates are net of all costs associated with the refunding.

**SCHEDULES
ATTACHED:**

Schedules attached for the 2012B Bonds include the preliminary feasibility summary, estimated debt service requirements and interest cost savings, given the current interest rate environment.

**RISKS/SPECIAL
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

**SALE TERMS AND
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after April 1, 2023 may be prepaid at a price of par plus accrued interest on or after April 1, 2022.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that counts against the \$10 million limit for this calendar year; therefore, the bonds are designated as bank qualified.

\$5,780,000
 City of Maplewood, Minnesota
 General Obligation Bonds, Series 2012A

Total Issue Sources And Uses

Dated 07/01/2012 | Delivered 07/01/2012

	Improvement Bonds			Equipment Certificates	Issue Summary
	Bartelmy- Meyer Area Sts	Mill & Overlays 2012	Gladstone		
Sources Of Funds					
Par Amount of Bonds.....	\$2,180,000.00	\$2,080,000.00	\$1,070,000.00	\$450,000.00	\$5,780,000.00
Total Sources.....	\$2,180,000.00	\$2,080,000.00	\$1,070,000.00	\$450,000.00	\$5,780,000.00
Uses Of Funds					
Deposit to Project Construction Fund.....	2,135,000.00	2,041,241.00	1,050,000.00	440,500.00	5,666,741.00
Total Underwriter's Discount (1.000%).....	21,800.00	20,800.00	10,700.00	4,500.00	57,800.00
Costs of Issuance.....	19,584.19	18,685.81	9,612.40	4,042.60	51,925.00
Rounding Amount.....	3,615.81	(726.81)	(312.40)	957.40	3,534.00
Total Uses.....	\$2,180,000.00	\$2,080,000.00	\$1,070,000.00	\$450,000.00	\$5,780,000.00

\$5,780,000
City of Maplewood, Minnesota
 General Obligation Bonds, Series 2012A

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessment	Required Levy	State-Aid	Net Levy
02/01/2013	-	-	50,631.89	50,631.89	53,163.48	-	53,163.48		53,163.48
02/01/2014	570,000.00	0.650%	86,797.50	656,797.50	689,637.38	182,314.68	507,322.70	326,229.28	181,093.42
02/01/2015	575,000.00	0.850%	83,092.50	658,092.50	690,997.13	182,314.68	508,682.45	323,635.79	185,046.66
02/01/2016	585,000.00	1.100%	78,205.00	663,205.00	696,365.25	182,314.68	514,050.57	325,494.28	188,556.30
02/01/2017	585,000.00	1.200%	71,770.00	656,770.00	689,608.50	182,314.68	507,293.82	321,047.54	186,246.29
02/01/2018	595,000.00	1.500%	64,750.00	659,750.00	692,737.50	182,314.68	510,422.82	326,696.54	183,726.29
02/01/2019	605,000.00	1.600%	55,825.00	660,825.00	693,866.25	182,314.68	511,551.57	325,725.28	185,826.30
02/01/2020	615,000.00	1.700%	46,145.00	661,145.00	694,202.25	182,314.67	511,887.58	329,505.29	182,382.30
02/01/2021	560,000.00	1.750%	35,690.00	595,690.00	625,474.50	182,314.68	443,159.82	327,436.79	115,723.04
02/01/2022	145,000.00	2.000%	25,890.00	170,890.00	179,434.50	66,375.84	113,058.66		113,058.66
02/01/2023	150,000.00	2.100%	22,990.00	172,990.00	181,639.50	66,375.84	115,263.66		115,263.66
02/01/2024	150,000.00	2.250%	19,840.00	169,840.00	178,332.00	66,375.83	111,956.17		111,956.17
02/01/2025	155,000.00	2.400%	16,465.00	171,465.00	180,038.25	66,375.82	113,662.43		113,662.43
02/01/2026	160,000.00	2.500%	12,745.00	172,745.00	181,382.25	66,375.82	115,006.43		115,006.43
02/01/2027	165,000.00	2.600%	8,745.00	173,745.00	182,432.25	66,375.84	116,056.41		116,056.41
02/01/2028	165,000.00	2.700%	4,455.00	169,455.00	177,927.75	66,375.84	111,551.91		111,551.91
Total	\$5,780,000.00	-	\$684,036.89	\$6,464,036.89	\$6,787,238.73	\$1,923,148.26	\$4,864,090.47	\$2,605,770.75	\$2,258,319.72

Dated.....
 Delivery Date.....
 First Coupon Date.....

Yield Statistics
 Bond Year Dollars.....
 Average Life.....
 Average Coupon.....
 Net Interest Cost (NIC).....
 True Interest Cost (TIC).....
 Bond Yield for Arbitrage Purposes.....
 All Inclusive Cost (AIC).....

IRS Form 8038
 Net Interest Cost.....
 Weighted Average Maturity.....



\$1,508,450

City of Maplewood, Minnesota
General Obligation Bonds, Series 2012A
Assessment Income

Aggregate Debt Service

DATE	Assmts Bartelmy-Meyer Area Streets	Assmts Mill & Overlays - 2012	TOTAL
12/31/2013	66,375.83	115,938.85	182,314.68
12/31/2014	66,375.84	115,938.84	182,314.68
12/31/2015	66,375.83	115,938.85	182,314.68
12/31/2016	66,375.84	115,938.84	182,314.68
12/31/2017	66,375.84	115,938.84	182,314.68
12/31/2018	66,375.83	115,938.85	182,314.68
12/31/2019	66,375.83	115,938.84	182,314.67
12/31/2020	66,375.84	115,938.84	182,314.68
12/31/2021	66,375.84	-	66,375.84
12/31/2022	66,375.84	-	66,375.84
12/31/2023	66,375.83	-	66,375.83
12/31/2024	66,375.82	-	66,375.82
12/31/2025	66,375.82	-	66,375.82
12/31/2026	66,375.84	-	66,375.84
12/31/2027	66,375.84	-	66,375.84
Total	\$995,637.51	\$927,510.75	\$1,923,148.26

Par Amounts Of Selected Issues

Bartelmy-Meyer Area Streets.....	733,610.00
Mill & Overlays - 2012.....	774,840.00
TOTAL.....	1,508,450.00

\$2,545,000

City of Maplewood, Minnesota
General Obligation State-Aid Street Refunding Bonds, Series 2012B
Crossover Refunding of Series 2004E

Preliminary Feasibility Summary

Dated 07/01/2012 | Delivered 07/01/2012

Sources Of Funds

Par Amount of Bonds.....	\$2,545,000.00
Total Sources.....	\$2,545,000.00

Uses Of Funds

Deposit to Crossover Escrow Fund.....	2,478,195.11
Costs of Issuance.....	42,000.00
Total Underwriter's Discount (0.800%).....	20,360.00
Rounding Amount.....	4,444.89
Total Uses.....	\$2,545,000.00

ISSUES REFUNDED AND CALL INFORMATION

Prior Issue Call Price.....	100.000%
Prior Issue Call Date.....	4/01/2015

SAVINGS INFORMATION

Net Future Value Benefit.....	\$169,181.15
Net Present Value Benefit.....	\$149,800.89
Net PV Benefit / \$2,577,153.92 PV Refunded Debt Service.....	5.813%

BOND STATISTICS

Average Life.....	7.585 Years
Average Coupon.....	1.7890565%
Net Interest Cost (NIC).....	1.8945283%
True Interest Cost (TIC).....	1.8954743%

\$2,545,000

City of Maplewood, Minnesota
General Obligation State-Aid Street Refunding Bonds, Series 2012B
Crossover Refunding of Series 2004E

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
04/01/2013	-	-	31,792.50	31,792.50
04/01/2014	-	-	42,390.00	42,390.00
04/01/2015	-	-	42,390.00	42,390.00
04/01/2016	310,000.00	1.100%	42,390.00	352,390.00
04/01/2017	305,000.00	1.200%	38,980.00	343,980.00
04/01/2018	295,000.00	1.500%	35,320.00	330,320.00
04/01/2019	290,000.00	1.600%	30,895.00	320,895.00
04/01/2020	285,000.00	1.700%	26,255.00	311,255.00
04/01/2021	275,000.00	1.750%	21,410.00	296,410.00
04/01/2022	270,000.00	2.000%	16,597.50	286,597.50
04/01/2023	260,000.00	2.100%	11,197.50	271,197.50
04/01/2024	255,000.00	2.250%	5,737.50	260,737.50
Total	\$2,545,000.00	-	\$345,355.00	\$2,890,355.00

Yield Statistics

Bond Year Dollars.....	\$19,303.75
Average Life.....	7.585 Years
Average Coupon.....	1.7890565%
Net Interest Cost (NIC).....	1.8945283%
True Interest Cost (TIC).....	1.8954743%
Bond Yield for Arbitrage Purposes.....	1.7813456%
All Inclusive Cost (AIC).....	2.1345053%

IRS Form 8038

Net Interest Cost.....	1.8945283%
Weighted Average Maturity.....	7.585 Years

\$2,545,000

City of Maplewood, Minnesota
General Obligation State-Aid Street Refunding Bonds, Series 2012B
Crossover Refunding of Series 2004E

Debt Service Comparison

Date	Total P+I	Escrow	Existing D/S	Net New D/S	Old Net D/S	Savings
04/01/2013	31,792.50	(31,792.50)	410,050.00	410,050.00	410,050.00	-
04/01/2014	42,390.00	(42,390.00)	399,587.50	399,587.50	399,587.50	-
04/01/2015	42,390.00	(2,427,390.00)	2,773,787.50	388,787.50	388,787.50	-
04/01/2016	352,390.00	-	-	352,390.00	372,987.50	20,597.50
04/01/2017	343,980.00	-	-	343,980.00	362,387.50	18,407.50
04/01/2018	330,320.00	-	-	330,320.00	350,793.76	20,473.76
04/01/2019	320,895.00	-	-	320,895.00	339,200.00	18,305.00
04/01/2020	311,255.00	-	-	311,255.00	327,275.00	16,020.00
04/01/2021	296,410.00	-	-	296,410.00	315,350.00	18,940.00
04/01/2022	286,597.50	-	-	286,597.50	302,762.50	16,165.00
04/01/2023	271,197.50	-	-	271,197.50	290,175.00	18,977.50
04/01/2024	260,737.50	-	-	260,737.50	277,587.50	16,850.00
Total	\$2,890,355.00	(2,501,572.50)	\$3,583,425.00	\$3,972,207.50	\$4,136,943.76	\$164,736.26

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	164,736.26
Gross PV Debt Service Savings.....	145,356.00
Net PV Cashflow Savings @ 1.781%(Bond Yield).....	145,356.00
Contingency or Rounding Amount.....	4,444.89
Net Future Value Benefit.....	\$169,181.15
Net Present Value Benefit.....	\$149,800.89
Net PV Benefit / \$496,246.24 PV Refunded Interest.....	30.187%
Net PV Benefit / \$2,577,153.92 PV Refunded Debt Service.....	5.813%
Net PV Benefit / \$2,385,000 Refunded Principal.....	6.281%
Net PV Benefit / \$2,545,000 Refunding Principal.....	5.886%

Refunding Bond Information

Refunding Dated Date.....	7/01/2012
Refunding Delivery Date.....	7/01/2012

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Charles Ahl, Assistant City Manager
SUBJECT: **Sign Setback Variances—Holiday Stationstore**
(Three votes required for approval)
LOCATION: 280 McKnight Road South
DATE: May 4, 2012

INTRODUCTION

Project Description

Dave Edquist, representing Holiday Stationstores Inc, is proposing to install a four-foot by eight-foot changeable copy, dynamic display sign panel on each of Holiday's freestanding signs. The sign spacing requirements in the sign ordinance require that dynamic display signs have the following minimum separations:

- 200 feet from a park or open space
- 200 feet from a residential lot line
- 100 feet from a side property line

Requests

This proposal will require the following variances (refer to the applicant's attached narrative and justification):

Northerly Freestanding Sign

- Reduction of the spacing requirement from the Ramsey County Regional Park from 200 to 90 feet (110 foot variance).
- Reduction of the spacing requirement from the townhome property to the south from 200 to 180 feet (20 foot variance).

Southerly Freestanding Sign

- Reduction of the spacing from the townhome property to the south from 200 to 25 feet (175 foot variance).
- Reduction of the side yard spacing requirement from 100 feet to 25 feet (75 foot variance).

DISCUSSION

Code's Intent

The dynamic display sign ordinance provides restrictions to the spacing of such signs in order to:

- Minimize driver distraction
- Minimize their proliferation in residential districts where such signs can adversely impact residential character, and
- Protect the public health, safety and welfare

The code further states that, without sign spacing requirements:

“There is the potential for numerous dynamic displays to exist along any roadway. If more than one dynamic display can be seen from a given location on a road, the minimum display time becomes critical. If the display time is too short, a driver could be subjected to a view that appears to have constant movement. This impact on drivers would be compounded in a traffic corridor with multiple signs. If dynamic displays become pervasive and there are no meaningful limitations on each sign's ability to change frequently, drivers may be subject to an unsafe degree of distraction and sensory overload. Therefore, requiring a limit on display times on dynamic signs is in the public interest.”

To summarize, the goals of the spacing requirements in the ordinance is to:

- 1) Preserve the residential character of neighborhoods.
- 2) Protect health, safety and welfare by limiting unsafe distraction and sensory overload for drivers.

Staff's Evaluation

Driver Impact

Staff does not feel that the proposed dynamic display sign panels would be detrimental to drivers. The proposed signs would be attached to existing pylon signs that face different directions—the northerly one facing east/west and the southerly one north/south. Therefore, they would not be readable from the same direction and would not create the appearance of sign proliferation or a distraction to drivers. Also, there are no other businesses along either McKnight Road or Lower Afton Road in Maplewood who might wish to utilize such signs thus adding to sign proliferation. This is an automatically-limiting aspect guarding against additional dynamic displays as opposed to typical commercial districts with many businesses along a roadway.

Another factor is that the both the Holiday Stationstore and the Shamrock Center to the west have quite a substantial commercial visual impact with their building, signs, lighting, fueling centers and traffic activity. Staff feels that the addition of two four by eight foot dynamic display sign panels would not add significantly to the Holiday site or this commercial intersection.

Residential Impact

Staff does not feel that the proposed dynamic display sign panels would be detrimental to the abutting townhomes to the east or south. The townhomes to the south are well screened by evergreens on the Holiday site. Those to the east are over 200 feet away so the required separation would be met. There are also trees to buffer the sign from those townhomes.

Park and Open Space Impact

The proposed dynamic display sign on the north pylon sign would not adversely impact the Ramsey County Regional Park open space. This is not an active-recreation part of the park. Therefore, staff does not feel there would be any negative impact to park aesthetics as there could be if there were abutting picnic grounds, for example. Largely, with the exception of a segment of the pedestrian trail north of Lower Afton Road, there is nothing to be affected by the addition of the proposed sign panel, only woodlands. And as stated above, the visual impact of the existing site is considerably greater than the addition of the proposed sign panel.

State Law Findings

All variances must follow the requirements provided in Minnesota State Statutes. State law requires that variances shall only be permitted when they are found to be:

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

Staff feels that because of the right-angle orientation of the two signs, along with the wooded nature of the nearby regional park, the proposed sign panels would be in harmony with the general purposes and intent of the ordinance. This orientation would prevent the two proposed sign panels from being seen at the same time and becoming potentially distracting to drivers as same-orientation signs might. The two proposed signs would also be consistent with the comprehensive plan. They provide commercial-development elements that would match this commercial site and conform to the goals of the comprehensive plan.

There are practical difficulties in complying with the spacing requirements of the ordinance. According to statute, practical difficulties mean that the applicant would use

the property in a “reasonable manner” not permitted by the ordinance. In this case, it seems reasonable to staff to allow both signs, because:

- The evergreens on the south side of the property would buffer the proposed sign from the nearby neighbors.
- The two Holiday signs are set at right angles to each other preventing the appearance of “sign proliferation,” “sign clutter” or adding to “sign distraction” for these proposed dynamic display sign panels.
- The nearby part of the Battle Creek Regional Park is a non-active park. The sign would not detract from the enjoyment of this open space since it is a wooded area and the only active element is a trail section within the woods.
- The site is extensively developed with a commercial building, fuel islands, fueling canopy, and lighting and is affected by a significant amount of commercial activity. Considering that, two four by eight foot signs would not be a significant addition to this existing commercial site.

Separation or Spacing Requirements

The planning commission moved to approve this request on a five to one vote. They had a concern that, because the proposed variances were substantial, they questioned if the sign separation requirements in the code were excessive. In other words, if the city were to approve such large variances, maybe the spacing requirements were too stringent and out of line.

Staff had the same concern when beginning this review, but, with the reasons given above, feels that this case is unique and the variances are justified. Staff does not feel the ordinance needs amendment at this time and would suggest seeing how future applications support, or perhaps do not support, the spacing requirements of the ordinance.

If the council wishes staff to review the dynamic display sign ordinance as requested by the planning commission, please direct staff to do so.

COMMISSION ACTIONS

April 24, 2012: The community design review board recommended approval of the proposed sign variances. The board also added the following conditions:

- There shall be 100 percent opaque screening of the south pylon sign maintained at all times for the residential dwelling windows to the south.
- The applicant shall turn off the power to both signs on McKnight Road and Lower Afton Road outside of the stores normal operational hours.

May 1, 2012: The planning commission recommended approval of the sign variances. They also recommended that staff review the spacing requirements of the dynamic

display sign ordinance for appropriateness. Their concern is that the ordinance criteria may not be reasonable or appropriate if the city is put in the position of approving such large variances for the spacing of dynamic display signs. If the city council feels it is justified to approve the proposed sign separation from the Battle Creek Regional Park and from abutting residential property, then maybe there is no reason for these strict rules in the first place.

BUDGET IMPACTS

None.

RECOMMENDATION

Adopt the attached resolution approving the following sign-separation variances for 280 McKnight Road South:

Northerly Freestanding Sign

- Reduction of the spacing requirement from the Ramsey County Regional Park from 200 to 90 feet (110 foot variance).
- Reduction of the spacing requirement from the townhome property to the south from 200 to 180 feet (20 foot variance).

Southerly Freestanding Sign

- Reduction of the spacing from the townhome property to the south from 200 to 25 feet (175 foot variance).
- Reduction of the side yard spacing requirement from 100 feet to 25 feet (75 foot variance).

Approval of these variances is based on the following findings:

1. Because of the right-angle orientation of the two signs, along with the wooded nature of the nearby regional park, the proposed sign panels would be in harmony with the general purposes and intent of the ordinance. This orientation would prevent them from being seen at the same time and becoming potentially distracting to drivers as could same-orientation signs.
2. The proposed dynamic display sign panel on the north pylon sign is set at a right angle to the wooded open space across Lower Afton Road making it less noticeable from that direction.
3. The two proposed signs would be consistent with the comprehensive plan. They provide commercial-development elements that would be compatible with this commercial site and conform to the goals of the comprehensive plan.

4. There are practical difficulties in complying with the spacing requirements of the ordinance. According to statute, practical difficulties mean that the applicant would use the property in a “reasonable manner” not permitted by the ordinance. In this case, it seems reasonable to staff to allow both signs, because:
 - The evergreens on the south side of the property would buffer the proposed sign from the nearby neighbors.
 - The two proposed Holiday dynamic display signs would be set at right angles to each other preventing the appearance of “sign proliferation,” “sign clutter” or adding to “sign distraction.”
 - The abutting part of the Battle Creek Regional Park is a non-active park. The sign would not be a detraction since this is a wooded area and the only active element is a trail section within the woods.
 - The site is extensively developed with a commercial building, fuel islands, fueling center and lighting. It is also affected by a significant amount of commercial activity. Considering that, two four by eight foot signs would not be a significant addition to this existing commercial site.

Approval is subject to compliance with the following conditions:

1. All of the evergreen trees on the south side of the site and south of the southerly pylon sign shall remain. If these evergreens are removed for any reason, whether by the natural death of the trees or by their intentional removal, the south-facing dynamic display sign panel shall be removed.
2. There shall be 100 percent opaque screening of the south pylon sign maintained at all times for the residential dwelling windows to the south.
3. The applicant shall turn off the power to both dynamic display signs after the store closes.

REFERENCE

SITE DESCRIPTION

Site size: 1.16 acres
Existing Use: Holiday Stationstore

SURROUNDING LAND USES

North: Lower Afton Road and Battle Creek Regional Park
South: Afton Ridge Town Homes
East: Afton Ridge Town Homes
West: McKnight Road and Shamrock Center in the City of St. Paul

PLANNING

Land Use Plan Designation: C (commercial)
Zoning: BC (business commercial)

Criteria for Variance Approval

Section 44-13 of the city code allows the city council to grant variances. All variances must follow the requirements provided in Minnesota State Statutes. State law requires that variances shall only be permitted when they are found to be:

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

APPLICATION DATE / REVIEW DEADLINE

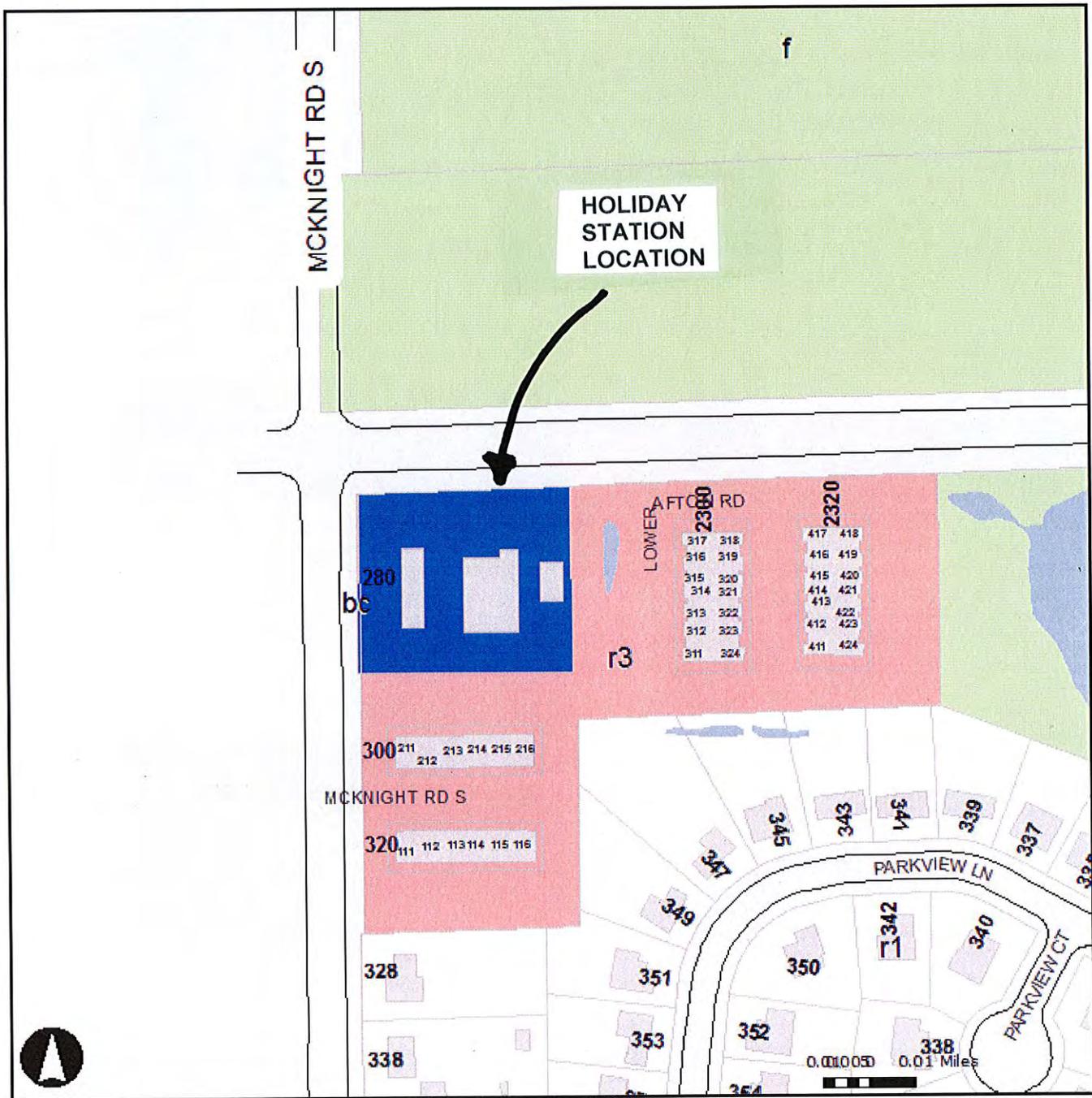
State statute requires that the city complete its review of these requests within 60 days of having a complete application. The date for the materials having been considered to be complete by the city is March 30, 2012. Therefore, deadline for the city's decision on this request is May 29, 2012.

SEC12-28\Holiday Stationstore Sign Variance CC 5 12 te

Attachments:

1. Location / Zoning Map
2. Land Use Map
3. Site Plan / Neighborhood Map
4. Applicant's Written Narrative and Sign Variance Justification
5. Existing Freestanding Signs
6. Proposed Dynamic Display Message Center Placement
7. Variance Resolution
8. Photographs date-stamped March 30, 2012 (Separate Attachment)

LOCATION / ZONING 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.

CITY OF MAPLEWOOD
2030
 COMPREHENSIVE PLAN

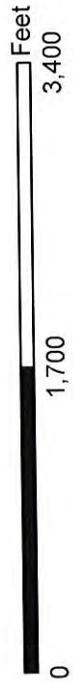
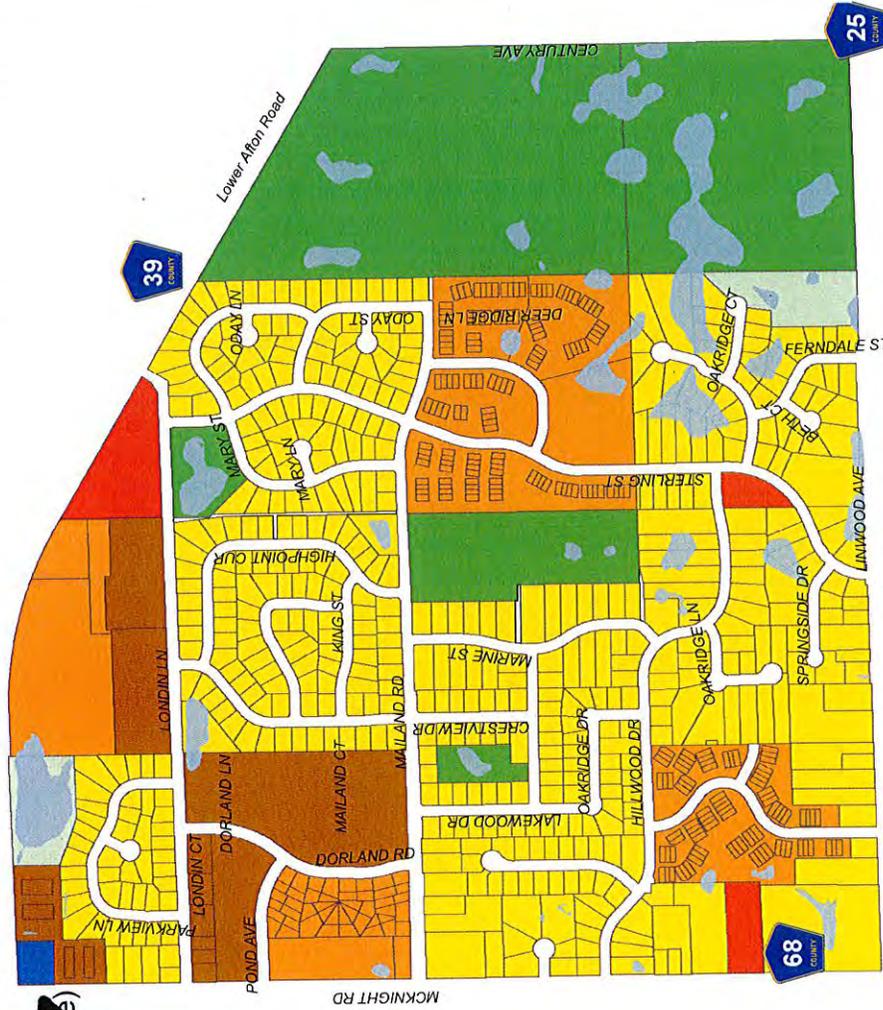
Vista Hills - Future Land Use Map

-  Rural/ Low Density Residential (0.5 - 1.5 Units per Acre)
-  Low Density Residential (2.6 - 6.0 Units per Acre)
-  Medium Density Residential (6.1 - 10.0 Units per Acre)
-  High Density Residential (10.1 - 25.0 Units per Acre)
-  Mixed Use (6.0 - 31.0 Units per Acre)

-  Commercial
-  Industrial
-  Government
-  Institutional
-  Park
-  Open Space
-  Water

Neighborhoods
 January 25, 2010

**HOLIDAY
 STATION
 LOCATION**



Holiday Station Sign Request



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.

SITE PLAN / NEIGHBORHOOD MAP

Attachment to the request of Holiday Stationstores for certain variances to allow a dynamic display as part of the existing freestanding signs at our Stationstore at 280 South McKnight Rd.

A. Our Request

Holiday Stationstores proposes to replace the mechanically changeable "Reader Board" panels on both freestanding signs with 4 ft x 8 ft electronically changeable dynamic display panels. *See the attached illustration 1 Before and After, 2 Aerial view of our site & photos 3 a & b Present northerly and southerly freestanding signs.*

To accommodate this replacement at this site of our mechanically changeable message sign panels with sign panels where the message can be changed electronically these variances from the city wide spacing requirements for dynamic display signs will be required.

1. For the conversion of the northerly freestanding sign
 - a. Reduction of the required spacing from a park or open space district (Battle Creek Regional Park) from 200 ft to 90 ft.
 - b. Reduction of the required spacing from a residential property (Afton Ridge 300 – 320 McKnight Rd S) from 200 ft to 180 ft.
2. For the conversion of the southerly freestanding sign
 - a. Reduction of the required spacing from a residential property (Afton Ridge 300 – 320 McKnight Rd S) from 200 ft to 25 ft.
 - b. Reduction of the required spacing from a side property line from 100 ft to 25 ft.

B. Comprehensive Plan

Our site is recognized on the Vista Hills Land Use Plan as Commercial and is zoned Business Commercial. The continued use of the site by Holiday is consistent with and implements the Comprehensive Plan and Zoning Code. The planned transitional higher density multifamily use surrounding our site has been implement and is in place. Across McKnight from our site in St. Paul the Shamrock Center and adjacent apartments confirm and reinforce the commercial activity designation and character of the intersection.

C. Harmony

At this site the combination of the specific conditions of the size and location of the proposed dynamic displays; the character of the commercial district and the limited potential for the proposed dynamic displays to define or change it; and the relationship of our site and freestanding signs to the adjoining open space and residential uses create the condition that allows the requested variances to be confidently granted and the proposed dynamic displays installed at this site in harmony with the intent and purpose of the land use regulations and with no adverse other nuisance effects or impediments on our neighbors or the community.

The proposed dynamic displays will be in harmony with our surroundings by these specific features.

1. The character and controls on the proposed dynamic displays.
 - a. The dynamic displays are a replacement of one changeable message technology with another, newer and as specifically regulated in the City Code, compatible technology.
 - b. The replacement will occur on the existing freestanding signs. No new signs will be introduced.



Attachment to the request of Holiday Stationstores for certain variances to allow a dynamic display as part of the existing freestanding signs at our Stationstore at 280 South McKnight Rd.

- c. The dynamic display area will represent less than one-third of the display area of the total sign face it will be part of.
 - d. The replacement will occur on the lower portion of the existing signs, minimizing the visibility of the dynamic displays at distance from our site. *See photo 4 context of lower panel.*
 - e. The proposed dynamic displays will conform with each of the significant operational standards of Sec. 44-743 (c) Standards for all dynamic display signs including the brightness standards and (d) On-site dynamic display signs. These standards regulate message continuity, letter height, malfunction, brightness, prohibition moving images and transition and duration of the display.
2. The context of the present commercial development at McKnight and Lower Afton.
- a. The combination of our site and the Shamrock Center across McKnight in St. Paul provides an established and significant commercial character for the area and the context for the proposed dynamic displays on our site. *See photo 5 Shamrock Center.*
 - b. This commercial character and context in combination with the limited and compatible dynamic signs described in the above paragraph will not be intensified and will provide a context for and easily mitigate any potential negative effects of the proposed dynamic displays.
 - c. The commercial activity of Shamrock Center extends beyond the location of our southerly sign.
3. The relationship to and character of Battle Creek Regional Park across Lower Afton Rd from our site.
- a. The Park is passive rather than active in character, minimizing the number of people who could see the dynamic display while using the Park.
 - b. The Lower Afton Rd. edge of the Park has a heavy tree cover, blocking the any view from the interior of the park to the dynamic display and the commercial district at McKnight and Lower Afton. *See photo 6 Battle Creek Park.*
 - c. The Lower Afton Rd. edge of the Park is elevated approximately 15 ft about the grade of our site. The dynamic display on our northerly sign will be beneath the elevation of this ridge along Lower Afton.
 - d. The dynamic display will not be visible from the entrance and parking areas of the Park and there are no interior trails within the Park near the site of the dynamic displays.
 - e. The edge, not the face of the dynamic sign is oriented to the Park.
 - f. The dynamic display will be visible from the trail along Lower Afton Rd but at the height proposed they will be within the context of the background of either our Stationstore or the Shamrock Center, and the signs on the other two-thirds of the present freestanding sign. *See photo 7 view from the trail.*
 - g. The commercial and multifamily development extending along Lower Afton across from the Park in both St. Paul and Maplewood provide a significant, developed and coherent contrast to the open space use in the Park that will not be intensified by the inclusion of the proposed dynamic signs.
4. The relationship to and character of the adjacent residential development and side yard.
- a. The grade of the residences is approximately 15 ft above the grade of our site allowing the view from the residences to be over rather than into our site. *See photo 8 Change in grade to Afton Ridge.*
 - b. A 70 ft wide yard has been provided between our site the residential buildings to accommodate this change in grade.
 - c. This yard has been planted with a now mature and effective conifer buffer. *See photo 9 Established buffer area.*

Attachment to the request of Holiday Stationstores for certain variances to allow a dynamic display as part of the existing freestanding signs at our Stationstore at 280 South McKnight Rd.

- d. The replacement of the present changeable message on the freestanding signs, especially at the height and location proposed will not intensify or change the overall commercial character of our site or the nearby resident's experience of it. *See photos 10, 11 & 12 View from the corner of Afton Ridge residences.*

D. Practical Difficulty

Characteristic	Billboard Dynamic Display	Proposed Holiday Dynamic Display
Dimension	14 ft x 48 ft	4 ft x 8 ft
Area	672 sf	32 sf
Height	35 ft	Lowest part of a freestanding sign
Context	None	Other panels on the sign face, activity on site

The practical difficulty for accommodating the replacement of the changeable copy portion of our freestanding signs with dynamic displays is the application of the same city wide spacing requirements for dynamic displays whether they are a 672 sf billboard display or a 32 sf display that is part of an on site freestanding sign.

The same 200 ft spacing from an open space or residentially used property, and the 100 ft spacing from a side lot line is required whether the dynamic display is a billboard or part of a freestanding business sign. These are very different signs with the potential for very different effects due to their area, height and context or lack thereof.

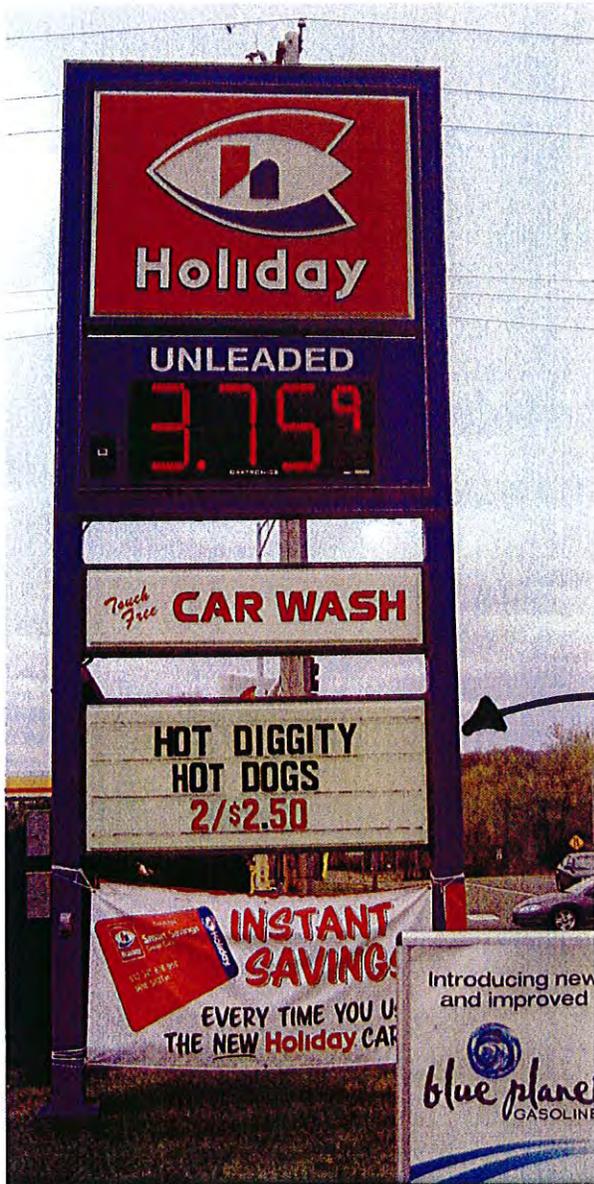
The difficulty is it is not practical or always necessary to apply the same standard to a display that is almost 28 times smaller than a billboard. Especially when the mitigation provided by these standards is not required due the character and controls on the proposed on site dynamic displays, the context of the present commercial development at McKnight and Lower Afton, the relationship to and character of Battle Creek Regional Park across Lower Afton Rd from our site and the relationship to and character of the Afton Ridge residential development and side yard.

We appreciate the staff and Commission's interest in investigating whether due to the specific purpose and scope of our proposal, the specific conditions found at the intersection of McKnight and Lower Afton, the specific relationship of the proposed dynamic displays to the Battle Creek Regional Park open space, and the specific relationship of the proposed dynamic displays to the adjacent residences.

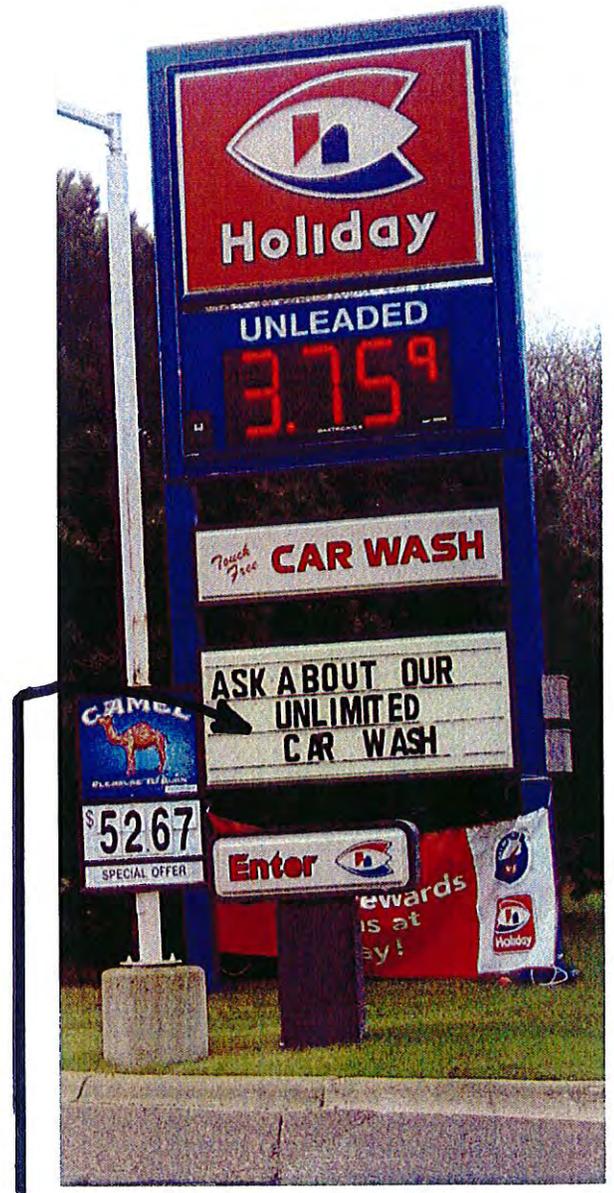
We ask you to use these specific conditions to support the findings necessary to grant the needed variances to allow this important and reasonable investment to update our site and our service to our neighbors which will not alter the essential character of our site or the locality.

3/29/12

Application of Holiday Stationstores for Certain Variances at 280 South McKnight Road



3a Northerly Sign



3b Southerly Sign

PROPOSED
 DYNAMIC DISPLAY
 ELECTRONIC
 MESSAGE PANEL
 LOCATIONS
 TO REPLACE
 EXISTING CHANGEABLE
 MESSAGE PANELS

EXISTING FREESTANDING SIGNS

Application of Holiday Stationstores for Certain Variances at 280 South McKnight Road



1 Proposed dynamic display on each freestanding sign

EXISTING	SIGNS	PROPOSED
48	6' X 8' Holiday ID sign	48
28	3'6" x 8' 1-product LED price sign	28
	4'1-1/4" x 7'5-5/16" full color electronic message center	30.55
16	2' x 8' CAR WASH sign	16
28	3'6" x 8' tracked reader board sign	
120	TOTAL SIGN AREA	122.55

PROPOSED DYNAMIC DISPLAY MESSAGE CENTER PLACEMENT

VARIANCE RESOLUTION

WHEREAS, Dave Edquist, of Holiday Stationstores, Inc, applied for the following sign spacing variances for the Holiday Stationstore at 280 McKnight Road South, in order to install dynamic display message signs on their two existing freestanding sign structures:

Northerly Freestanding Sign

- Reduction of the spacing requirement from the Ramsey County Regional Park from 200 to 90 feet (110 foot variance).
- Reduction of the spacing requirement from the townhome property to the south from 200 to 180 feet (20 foot variance).

Southerly Freestanding Sign

- Reduction of the spacing from the townhome property to the south from 200 to 25 feet (175 foot variance).
- Reduction of the side yard spacing requirement from 100 feet to 25 feet (75 foot variance).

WHEREAS, the legal description of this property is:

That part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 28, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the intersection of the west line of said Northwest Quarter of the Northwest Quarter and the south line of the North 362.00 feet of said Northwest Quarter of the Northwest Quarter; thence easterly along said south line 40.01 feet to the actual point of beginning; thence southerly parallel with the west line of said Northwest Quarter of Section 12, 205.00 feet; thence easterly at a right angle to last described line, 245.00 feet; thence northerly, parallel with the west line of said Northwest Quarter of Section 12, a distance of 211.21 feet to its intersection with the south line of the north 362.00 feet of said Northwest Quarter of the Northwest Quarter; thence westerly along said south line, 245.08 feet to the point of beginning.

Except:

That part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 28, Range 22, Ramsey county, Minnesota, described as follows:

Commencing at the intersection of the west line of said Northwest Quarter of the Northwest Quarter and the south line of the North 362.00 feet of said Northwest Quarter of the Northwest Quarter; thence easterly along said south line 40.01 feet to the actual point of beginning; thence southerly parallel with the west line of said Northwest Quarter of Section 12, 205.00 feet; thence easterly at a right angle to last described line, 3.00 feet; thence northerly parallel with the west line of said Northwest Quarter of Section 12,

a distance of 205.00 feet to its intersection with the south line of the north 362.00 feet of said Northwest Quarter of Northwest Quarter; thence westerly along said south line, 3.00 feet to the point of beginning.

WHEREAS, Section 44-743, Dynamic Display Signs, requires that dynamic display signs observe the following minimum separations:

- 200 feet from a park or open space
- 200 feet from a residential lot line
- 100 feet from a side property line

WHEREAS, the history of this variance is as follows:

1. On April 24, 2012 the community design review board recommended that the city council approve these variances.
2. The planning commission held a public hearing on May 1, 2012. City staff published a notice in the Maplewood Review and sent notices to the surrounding property owners as required by law. The planning commission gave everyone at the hearing an opportunity to speak and present written statements. The council also considered reports and recommendations from the city staff. The planning commission recommended that the city council approve these variances.

NOW, THEREFORE, BE IT RESOLVED that the city council _____ the above-described variances based on the following findings:

1. Because of the right-angle orientation of the two signs, along with the wooded nature of the nearby regional park, the proposed sign panels would be in harmony with the general purposes and intent of the ordinance. This orientation would prevent them from being seen at the same time and becoming potentially distracting to drivers as could same-orientation signs.
2. The proposed dynamic display sign panel on the north pylon sign is set at a right angle to the wooded open space across Lower Afton Road making it less noticeable from that direction.
3. The two proposed signs would be consistent with the comprehensive plan. They provide commercial-development elements that would be compatible with this commercial site and conform to the goals of the comprehensive plan.
4. There are practical difficulties in complying with the spacing requirements of the ordinance. According to statute, practical difficulties mean that the applicant would use the property in a "reasonable manner" not permitted by the ordinance. In this case, it seems reasonable to staff to allow both signs, because:
 - The evergreens on the south side of the property would buffer the proposed sign from the nearby neighbors.

- The two proposed Holiday dynamic display signs would be set at right angles to each other preventing the appearance of “sign proliferation,” “sign clutter” or adding to “sign distraction.”
- The abutting part of the Battle Creek Regional Park is a non-active park. The sign would not be a detraction since this is a wooded area and the only active element is a trail section within the woods.
- The site is extensively developed with a commercial building, fuel islands, fueling center and lighting. It is also affected by a significant amount of commercial activity. Considering that, two four by eight foot signs would not be a significant addition to this existing commercial site.

Approval is subject to compliance with the following conditions:

1. All of the evergreen trees on the south side of the site and south of the southerly pylon sign shall remain. If these evergreens are removed for any reason, whether by the natural death of the trees or by their intentional removal, the south-facing dynamic display sign panel shall be removed.
2. There shall be 100 percent opaque screening of the south pylon sign maintained at all times for the residential dwelling windows to the south.
3. The applicant shall turn off the power to both dynamic display signs after the store closes.

The Maplewood City Council _____ this resolution on _____, 2012.

**MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA
TUESDAY, APRIL 24, 2012**

1. DESIGN REVIEW

a. Holiday Stationstore – Sign Setback Variances, 280 McKnight Road South

- i. Planner, Michael Martin gave the report and answered questions of the board.
- ii. Mr. Michael Cronin, representing the Holiday Stationstore addressed and answered questions of the board.

Boardmember Wise moved to approve the resolution approving the following sign-separation variances for 280 McKnight Road South: (changes to the motion are underlined and in bold)

Northerly Freestanding Sign

- Reduction of the spacing requirement from the Ramsey County Regional Park from 200 to 90 feet (110 foot variance).
- Reduction of the spacing requirement from the townhome property to the south from 200 to 180 feet (20 foot variance).

Southerly Freestanding Sign

- Reduction of the spacing from the townhome property to the south from 200 to 25 feet (175 foot variance).
- Reduction of the side yard spacing requirement from 100 feet to 25 feet (75 foot variance).

Approval of these variances is based on the following findings:

1. Because of the right-angle orientation of the two signs, along with the wooded nature of the nearby regional park, the proposed sign panels would be in harmony with the general purposes and intent of the ordinance. This orientation would prevent them from being seen at the same time and becoming potentially distracting to drivers as could same-orientation signs.
2. The proposed dynamic display sign panel on the north pylon sign is set at a right angle to the wooded open space across Lower Afton Road making it less noticeable from that direction.
3. The two proposed signs would be consistent with the comprehensive plan. They provide commercial-development elements that would be compatible with this commercial site and conform to the goals of the comprehensive plan.
4. There are practical difficulties in complying with the spacing requirements of the ordinance. According to statute, practical difficulties mean tha the applicant would use the property in a “reasonable manner” not permitted by the ordinance. In this case, it seems reasonable to staff to allow both signs, because:
 - The evergreens on the south side of the property would buffer the proposed sign from the nearby neighbors.

- The two proposed Holiday dynamic display signs would be set at right angles to each other preventing the appearance of “sign proliferation,” “sign clutter” or adding to “sign distraction.”
- The abutting part of the Battle Creek Regional Park is a non-active park. The sign would not be a detraction since this is a wooded area and the only active element is a trail section within the woods.
- The site is extensively developed with a commercial building, fuel islands, fueling center and lighting. It is also affected by a significant amount of commercial activity. Considering that, two four by eight foot signs would not be a significant addition of this existing commercial site.

Approval is subject to compliance with the following condition:

1. All of the evergreen trees on the south side of the site and south of the southerly pylon sign shall remain. If these evergreens are removed for any reason, whether by the natural death of the trees or by their intentional removal, the south-facing dynamic display sign panel shall be removed. **There shall be 100 percent opaque screening from the south pylon sign maintained at all times for the residential dwelling windows to the south.**
2. **Turn all power off to both signs on McKnight Road and Lower Afton Road outside of the store’s normal operational hours.**

Boardmember Shankar made a friendly amendment for condition #2 to include both signs on McKnight Road and Lower Afton Road.

Chairperson Ledvina made a friendly amendment to condition #1, adding 100 percent opaque screening from south pylon sign shall be maintained at all times for the residential dwelling windows to the south.

Seconded by Boardmember Shankar.

Ayes – Boardmember’s Shankar & Wise

Nay – Chairperson Ledvina

Chairperson Ledvina voted nay because of the impact to the park space and to the residential properties.

The motion passed.

The public hearing will be heard May 1, 2012, at 7 p.m. at the Planning Commission meeting.

MEMORANDUM

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: Solid Waste Management Ordinance and Standards – First Reading
DATE: May 9, 2012, for the May 14 City Council Meeting

INTRODUCTION

The City's new residential trash collection service will begin on October 1, 2012. The new trash plan was authorized by the City Council on November 28, 2011, when the contract with Allied Waste Services was approved.

The City's Solid Waste Management Ordinance (SWMO) allows for a subscription trash hauling system within the City. A subscription system allows residents to hire any City-licensed trash hauler to pick up their trash. The City currently has nine residentially licensed trash haulers.

The Maplewood Trash Plan organizes the City's residential trash collection into a City-wide contracted system. The five-year contract with Allied Waste Services includes trash pickup for single family residential homes, with townhome and manufactured home developments able to opt into the plan if they choose.

The City's SWMO should be revised to reflect the new trash plan and the City's waste reduction goals. This memorandum describes amendments proposed for the City Council's first reading of the ordinance.

BACKGROUND

February 16 and March 19, 2012, the Environmental and Natural Resources (ENR) Commission reviewed amendments to the City's SWMO.

April 16, 2012, the ENR Commission recommended approval of the SWMO and Standards (Attachments 1 and 2).

May 7, 2012, the City Council reviewed the SWMO and Standards during a workshop.

DISCUSSION

Existing Solid Waste Management Ordinance

The SWMO was adopted on June 6, 1997. Following are highlights of the ordinance and trash hauling licensing requirements:

Ordinance

- Residents must have trash collected from their property at least once a week from a licensed trash hauler.
- Trash must be stored in a rodent-proof container.

- Recyclables must be placed on the curb for collection.
- Trash collection is limited to the hours of 6 a.m. to 6 p.m., Monday through Saturday.
- Trash is picked up according to the City's day-certain trash and recycling pick up days (Monday through Friday).

Licensing

- All trash haulers are required to be licensed by the City.
- The yearly license fee is set by the City Council. The fee is currently \$129 per year.
- The license runs from September to August of each year.
- The license application must include the following:
 - Name and address
 - A statement that the trash hauler will follow a long-range plan of disposal in conformity with state pollution control agency regulations.
 - Provide maps of service routes configured so that customers on load-sensitive streets are among the first served on such routes.
- Haulers must comply with the following:
 - Carry general and auto liability insurance.
 - Pick up trash on day-certain trash pick-up routes.
 - Use tandem axels or flotation tires to reduce the per-axle weight of all trucks used for collection.
 - Provide collection carts or bins.
 - Volume-based rates (30 gallon being the minimum).
 - Provide collection of yard waste to customers upon their request.
 - Provide special collection services within 24 hours of customer's request.
 - Provide special service collection for physical concerns.
 - File all residential customer rates effective for the following year with the City.
 - Amended rates must be filed within two weeks of any change.
- Penalty for noncompliance of ordinance and licensing requirements are as follows:
 - Failure to comply with the ordinance and licensing requirements is grounds for revocation of the license by the City Council.

New Regulations to Include Ordinance and Standards

Solid waste and recycling regulations are currently addressed in two separate ordinances – SWMO (adopted in 1997) and the Multiple-Family Recycling Ordinance (adopted in 2006). During this revision of the regulations, staff is recommending that a separate Solid Waste Management Standards document be adopted in addition to a combined solid waste and recycling ordinance.

The ordinance will serve as an authoritative rule which property owners and trash and recycling haulers must comply. Amendments to ordinances must go through the City's public hearing process, with review and recommendation by various commissions and first and second reading by the City Council.

The proposed Standards will be designed similar to the City's Engineering Standards, and will serve as guidelines for the City's solid waste and recycling programs. The Standards will include specific requirements for the storage, collection and transportation of residential solid waste and recycling. Changes to standards do not require public hearings, allowing Standards to be modified at a staff level, which will be important when addressing operation changes needed to the City's trash or recycling programs.

New Solid Waste Management Ordinance

The new ordinance includes solid waste and recycling regulations for single family, multiple-family, and commercial properties. The pertinent sections of the existing Multiple-Family Recycling Ordinance are included. It also includes licensing requirements for all haulers including requirements for the City's residential trash and recycling haulers and the multiple-family and commercial haulers. Following are highlights of the new ordinance:

1. All residential, multiple-family, and commercial properties must source separate recyclables, yard waste, household hazardous waste, hazardous waste and other items from garbage.
2. Hours of trash pick-up are consistent with the City's trash collection contract, 6 a.m. to 6 p.m. Hours of recyclable pick up are consistent with the City's recycling contract, 7 a.m. to 7 p.m.
3. City-provided trash carts may be placed on the alley line or curb line for collection no earlier than 5:00 p.m. on the day before collection and removed by 6:00 a.m. on the day after collection.
4. Multiple-family properties that do not participate in the City's recycling program are required to provide recycling education to their tenants as well as submit an annual recycling report to the City.
5. The city's contract hauler for residential trash collection shall propose new rates each year by September 1 for the upcoming calendar year based on the price indicators and adjustment formulas specified in the contract.
6. The city and the city's contract hauler shall develop a five-year plan for implementing increased increments with the volume-based rates (pay as you throw).
7. Reserved sections for expanded commercial trash collection regulations and new organics collection.

New Solid Waste Management Standards

The Standards address eligible items to be included in the trash; trash cart set out instructions; resident's trash storage requirements; payment of charges and delinquent fees; and other collection system details that are part of the City's trash and recycling programs. Pertinent sections of the existing Multiple-Family Recycling Ordinance are included in the standards. Following are highlights of the new standards:

1. Residential and Multiple-Family Recycling and Garbage Standards
2. Residential Garbage Cart Standards
 - a. Storage of Carts
 - b. Maintenance of Carts
3. Yard Waste and Source Separated Organics Collection and Composting
4. Bulky Waste Collection
5. Home Owner Associations Opting Into the Maplewood Trash Plan
 - a. Home owner associations that utilize trash carts and that have existing garbage collection contracts that meet the minimum requirements of the standards are not required to have city-contracted garbage collection services.
 - b. Home owner associations may apply to the city to opt in to the city-contracted trash collection service by submitting an application to the City.
 - c. Home owner associations that have city-contracted trash service must continue to have city-contracted trash service (can't opt out once they opt in).

6. Commercial Solid Waste Standards
7. Delinquent Accounts
8. Resolution of Disputes
9. Special Exemptions (Forms and Fees)
 - a. Opt Out – Permanent (environmentally responsible method of disposal such as self haul or business with trash service - \$35)
 - b. Opt Out – Temporary (vacant property - Free)
 - c. Every Other Week Garbage Removal (Free)
 - d. Walk Up Service (Free)
 - e. Shared Trash Service (Free)
 - f. Opt In - Homeowner's Associations (Free)

City Council Workshop

Following is a summary of the discussion that took place during the May 7, 2012, City Council workshop and how those items were addressed in the attached new ordinance and standards.

1. Fees for special exemptions. The originally proposed \$15 fee for the every other week 20 gallon service levels has been removed.
2. Hours of garbage collection. Allied Waste Service's contract specifies hours of garbage collection between 6 a.m. and 6 p.m. The City Council requested that the hours of garbage collection be modified to meet the City's noise ordinance, which prohibits disturbing noise between the hours of 7 p.m. to 7 a.m. Allied has indicated that they would prefer to maintain the collection hours at 6 a.m. and 6 p.m. They prefer to collect garbage prior to the time when school buses and rush hour traffic are on the roads for safety and efficiency purposes. In addition, they based their Maplewood Trash Plan Performa on the start time of 6 a.m., which allows their drivers to complete the routes earlier.

Schedule

The first reading of the SWMO and Standards is scheduled for May 14, 2012. The second reading is scheduled for June 11, 2012.

RECOMMENDATION

Adopt the first reading of the attached Solid Waste Management ordinance (Attachment 1). This ordinance replaces the City's existing Solid Waste Management and Multiple-Family Recycling ordinances and creates a new ordinance dealing with the management of solid waste and licensing of solid waste haulers within the City of Maplewood. The ordinance also adopts by reference the Solid Waste Standards (Attachment 2).

Attachment:

1. Solid Waste Management Ordinance
2. Solid Waste Management Standards

§ 30 MAPLEWOOD CODE OF ORDINANCES:
SOLID WASTE MANAGEMENT
(May 9, 2012 Draft)

ORDINANCE NO. _____

An Ordinance Amending Section 30 (Solid Waste Management)

The Maplewood city council approves the following changes to the Maplewood Code of Ordinances:

This ordinance deletes the Solid Waste Management Ordinance (Chapter 30) which deals with the management of solid waste in the City of Maplewood and replaces it with a new ordinance. This ordinance also moves Section 30-7 of the existing Solid Waste Management Ordinance dealing with portable on-demand storage units to Chapter _____ (_____) of the City Code.

Section 1. This section moves portions of the Solid Waste Management Ordinance dealing with portable on-demand storage units (Chapter 30, Section 7(h) to Chapter _____ (_____) of the City Code.

Section 30-7(h) - No property owner or person shall store on a residential property a portable on-demand storage unit (POD) more than 60 days in any 12-month period starting with the day/date the POD is first moved on site. All PODs must be stored on an impervious surface on the property. The city may grant a time extension of an additional 60 days provided the property owner gets a tracking permit for the POD from the city. In no case shall a POD be stored on a property more than 120 days in any 12-month period. This provision applies to all residential properties including townhouses, condominiums, and multi-family complexes. PODs stored on residential properties in conjunction with a building permit or home improvement project are exempt from this provision, except for the requirement to keep the POD on an impervious surface. In such a case, the property owner shall make every effort to adhere to the 120-day-maximum time limit.

Section 2. This section creates a new Solid Waste Management Ordinance (Chapter 30).

Chapter 30

SOLID WASTE MANAGEMENT*

Article I - In General (Residential, Multiple-Family, Commercial)

- Sec. 30-1 Purpose.
- Sec. 30-2 Definitions.
- Sec. 30-3 Source separation required.
- Sec. 30-4 City recycling program generally.

Sec. 30-5	Collection and disposal generally.
Sec. 30-6	Collection requirements generally.
Sec. 30-7	Hours of collection.
Sec. 30-8	Unauthorized collections.
Sec. 30-9	Disposal required.
Sec. 30-10	Unlawful disposal; location of containers for collection; disposal of flammable or explosive materials.
Sec. 30-11	Manner of transporting materials.
Sec. 30-12	Obstruction, delay or interference with contractor.
Sec. 30-13	Penalty for violation of ordinance.
Secs. 30-14 – 30-20	Reserved.

Article II - Recycling Requirements (Residential, Multiple-Family, Commercial)

Sec. 30-21	Collection and processing of residential recyclables.
Sec. 30-22	Collection and processing of multiple-family recyclables.
Sec. 30-23	Collection and composting or disposal of yard waste.
Sec. 30-24	Collection of source-separated organic materials. (Reserved)
Sec. 30-25 – 30-40	Reserved.

Article III - Solid Waste Requirements (Residential)

Sec. 30-41	Collection and disposal of residential garbage by city-contracted hauler.
Sec. 30-42	Requirements to dispose of residential appliances, bulky waste and large items.
Sec. 30-43	Collection and disposal of garbage for multiple-family properties without curbside collection.
Sec. 30-44	Requirements to dispose of multiple-family bulky waste and other large items.
Sec. 30-45	Delinquent accounts.
Secs. 30-46 – 30-50	Reserved.

Article IV - Solid Waste Requirements (Commercial)

Sec. 30-51	Collection and disposal of commercial garbage.
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Secs. 30-52 Manufactured Homes, Townhomes May Opt In
30-53 – 30-59 Reserved.

Article V - Collection Licenses (Residential, Multiple-Family, and Commercial)

Sec. 30-60 Collection licenses required.
Sec. 30-61 Application; fee; duration.
Sec. 30-62 Insurance.
Sec. 30-63 Vehicle requirements.
Sec. 30-64 Pickup schedules.
Sec. 30-65 Duty of licensees to report accumulations of garbage.
Sec. 30-66 Prohibited mailings.
Sec. 30-67 Suspension or revocation.
Sec. 30-68 Volume-based rates.
Secs. 30-69 – 30-75 Reserved.

Article VI - Disposal Sites

Sec. 30-76 Unlawful deposit of garbage and other substances.
Secs. 30-77 – 30-105 Reserved.

* **Statutory Authority:** Authority for city council to provide for or regulate the disposal of garbage and other solid waste, Minn. Stats. § 412.221, subd. 22.

SOLID WASTE MANAGEMENT § 30

Article I - In General (Residential, Multiple-Family, Commercial)

Sec. 30-1 - Purpose.

The city's goal is to improve solid waste management and to serve the following purposes:

- (a) Achieve a reduction in waste generated.
- (b) Encourage the separation and recovery of materials and energy from waste.
- (c) Ensure the protection of public health and safety and promote city cleanliness and livability.
- (d) Promote best management practices in solid waste management to protect air quality, water quality, and natural resources.
- (e) Be consistent with the requirements of the State statutes, State rules and Ramsey County ordinances, and with State and Ramsey County solid waste plans.
- (f) Provide high quality solid waste and recycling services in the most cost-effective manner possible.
- (g) Coordinate solid waste management among political subdivisions.

The city has authority to enact ordinances for these purposes under Minnesota Statutes, section 412.221, subdivision 22, which requires the city council to provide for or regulate the disposal of garbage and other solid waste. The city has enacted standards for the implementation of these ordinances as specific requirements for the storage, collection and transportation of solid waste.

Sec. 30-2 - Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this ordinance, except where the context clearly indicates a different meaning:

Additional/overflow garbage means garbage in excess of the capacity of the city-provided garbage cart with the lid in the fully closed position.

Appliances include washers, dryers, refrigerators, freezers, air conditioners, dehumidifiers, humidifiers, stoves, ranges, hot water heaters, water softeners and other, similar large household items that require electricity and/or special processing under Minnesota laws, but do not include "electronic waste."

Bulky waste means all large, bulky household materials which are too large for one person to pick up and/or do not fit within the city-provided garbage cart, and include (but are not limited to) carpeting and padding, mattresses, chairs, couches, tables, appliances and car parts including wheels, rims and tires.

City-contracted garbage hauler is the company that the city contracts with in accordance with Minnesota Statutes 115A.94 to provide residential garbage collection and disposal services in the city. The city-contracted garbage hauler is the sole garbage hauler for residential properties in the city, and for other properties that the city has allowed to opt-in to the city-contracted garbage hauler service.

City-provided garbage carts are the wheeled containers for residential garbage that are owned by the city and provided to garbage customers for their use; the containers are of various sizes and ownership is retained by the city.

Collection means the aggregation and transportation of solid waste from the place at which it is

generated and includes all activities up to the time when it is delivered to a designated disposal facility.

Collection Service is the process of collection and transportation of garbage, yard waste, recyclables, bulky waste or source-separated organic materials by a licensed hauler.

Commercial Property means properties in the city that are classified generally as commercial or business in the City zoning code which generates garbage and recyclables and are typically serviced by a dumpster form of garbage container.

Composting has the meaning set forth in Minnesota Statutes, section 115A.03, and means the controlled microbial degradation of organic waste to yield a humus-like product.

Contractor's garbage bill is the Contractor's bill for services, from either the city-contracted garbage hauler or a commercial hauler, which is directly submitted to customers.

Construction debris means building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings, roads or other facilities.

Day-certain collection is a city-approved plan for weekly collection services by an established day-certain schedule which requires garbage, yard waste, recyclables, and source-separated compostable materials collections on the same day of the week, and which is based on a five (5) day work week (Monday through Friday).

Designated recyclables shall mean those materials designated as recyclable in the city recycling program in the City of Maplewood Solid Waste Management Standards.

Dumpster has the commonly used meaning in the solid waste industry of a commercial garbage container made of metal or durable plastic with a lid that can be serviced by a front-end loading automated or rear-loading semi-automated garbage truck.

Electronic Waste (electronic items) has the meaning set forth in Minnesota Statutes, section 115A.1310, subdivision 7 as "covered electronic device" and includes items such as television and computer monitors, computers, computer peripheral devices, fax machines, DVD players, video cassette recorders, other video display devices, cell phones and other small appliances with an electric cord.

Every other week collection garbage service means garbage collection on the same day of the week as day-certain service but on specified every other week dates. Residents must apply to the city to receive approval for this every other week service.

Food waste means residential food waste and includes meal preparation and left over food scraps from households intentionally separated at the source by residents for the purpose of backyard composting or separate collection for centralized recovery.

Garbage has the meaning set forth in Minnesota Statutes, section 115A.03, subdivision 21, mixed municipal solid waste, and means solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural waste, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

Household garbage means garbage from residential properties.

Household hazardous waste has the meaning set forth in Minnesota Statutes, section 115A.96, subdivision 1, paragraph (b), and/or Minnesota Pollution Control Agency regulations and means waste generated from household activities that exhibits the characteristics of or that is listed as hazardous waste under agency rules, but does not include waste from commercial activities that is generated, stored, or present in a household and includes items such as paint, fluorescent light bulbs, mercury thermometers, cleaning fluids, herbicides, pesticides, fertilizers and other waste as defined in Minnesota statutes or regulations in that paragraph.

Load Sensitive Streets are those streets identified by the Public Works Director of the City of Maplewood as being at risk of accelerated deterioration due to excessive or high axle weight loads.

Manufactured home means a dwelling unit that is consistent with Section 44-6 of the Maplewood Zoning Code.

Mixed municipal solid waste has the meaning set forth in Minnesota Statutes, section 115A.03, subdivision 21, and includes garbage, refuse and other solid waste from residential, commercial, industrial, and community activities that the generator of the garbage aggregates for collection, but does not include auto hulks, street sweepings, ash, construction debris, tree and agricultural waste and other materials collected, processed and disposed of a separate waste streams.

Multiple-family dwelling or unit for purposes of this ordinance means a building or a portion thereof containing five (5) or more residential dwelling units.

Recyclable materials (recyclables) means materials that are separated from mixed municipal solid waste for the purpose of recycling or including items such as paper, glass, plastics, metals, textiles, automobile oil, batteries, and other recyclable items as designated in the City of Maplewood Solid Waste Management Standards.

Residential dwelling unit is a separate dwelling place with a kitchen in buildings with up to four (4) units per structure.

Residential property means a property containing between one (1) and up to four (4) units per structure.

Self-haul is the city-approved method for a resident to contain and transport garbage from their own household to a city-approved, environmentally secure facility in accordance with state law and county policies. Self-haul requires the specific approval of the city.

Single-family dwelling unit means a building, including a manufactured home, containing up to four (4) residential units whose occupants and owner are required to participate in the city-contracted garbage service.

Solid waste has the meaning set forth in Minnesota Statutes, section 116.06, subdivision 22.1.9 but is further defined for purposes of this ordinance to include garbage, recyclables, appliances, bulky waste, yard waste, and household hazardous waste. items.

Source-separated compostable materials has the meaning set forth in Minnesota Statutes 115A.03, subdivision 32a and means materials that: (1) are separated at the source by waste generators for the purpose of preparing them for use as compost; (2) are collected separately from mixed municipal solid waste; and (3) are comprised of food waste, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable.

Townhouse means a residence for one family that is attached either horizontally or vertically to at

least two other residences as defined in Section 44-6 of the Maplewood Zoning Code, each with a private outside entrance.

Vectors of disease are animals including, but not limited, to insects, mice, rats, squirrels, crows, flies and other vermin that are capable of carrying, transmitting and/or infecting humans with disease.

Walk-up service means special garbage or recycling service that is provided from the side of the house or garage, for which the contractor walks the cart or recycling container to and from the side of the house or garage and the collection vehicle, and which is applied for on a case by case basis.

Yard waste means garden waste, leaves, lawn cuttings, weeds, shrub and small tree branches as defined by City of Maplewood Solid Waste Standards and prunings generated at residential or commercial properties.

Sec. 30-3 – Source separation required.

All residents and commercial property shall separate recyclables, and other items designated by City of Maplewood Solid Waste Management Standards from garbage. These source separated items shall be collected for separate recycling, recovery or treatment.

Sec. 30-4 - City recycling program generally.

The city has established and developed, or encouraged, recycling programs throughout the city, including residential, multiple-family and commercial programs. The city's goal is to promote solid waste reduction and recycling through education and incentives.

Sec. 30-5 - Collection and disposal generally.

- (a) All garbage, recyclables, yard wastes, source-separated compostable materials and other waste material accumulated in the city shall be collected and conveyed under the supervision of the city manager. The city manager or their designee shall have the authority to develop Solid Waste Management Standards concerning days of collection, type and location of waste containers and other matters as they deem necessary to provide for the safe, orderly and cost-efficient preparation, storage, collection and disposal of all waste materials covered in this ordinance. These standards shall not be contrary to this ordinance.
- (b) Except on days of collection when garbage may be put on the curb for collection in residential areas, every person as a householder, occupant or owner of any dwelling, boardinghouse, apartment building or any other structure utilized for dwelling purposes and any restaurant, firm, corporation or establishment that accumulates garbage in the city shall provide and use one or more fly tight, watertight, rodent proof garbage containers that is removed from the public right of way until lawful collection and disposal is made.
- (c) Fees for hauling garbage, yard waste, and bulky waste under this ordinance shall be paid directly to the garbage hauler by the owner, agent, occupant or tenant of the premises at which the garbage is collected, and such fees shall be paid in full.
- (d) The city has the authority to charge residents for recycling programs and services and such fees shall be paid in full.

Sec. 30-6 - Collection requirements generally.

It shall be the duty of every garbage hauler, contractor, subcontractor, and person, including their agents and employees, who has contracted or undertaken to remove any garbage, or any other waste

material or who is engaged in the removal, loading or unloading of any such substance in the city to do such with dispatch, in a clean manner and with as little danger and prejudice to life and health as possible.

Sec. 30-7 - Hours of collection.

The collection of garbage for residential and multiple-family dwellings shall be in accordance the times outlined in the city's contract for garbage collection, Monday through Saturday. Collection of residential and multiple-family dwellings recyclables shall be in accordance with the times outlined in the city's contract for recyclables collection, Monday through Saturday. The collection of garbage and recyclables for commercial properties shall occur between the hours of 6 a.m. to 6 p.m. Collection outside these hours shall be grounds for suspension or revocation of a hauler's license to operate in the city.

Sec. 30-8 - Unauthorized collections.

Any person who permits garbage to be picked up from their premises in the city by an unauthorized or unlicensed collector under this ordinance shall be guilty of a violation of this ordinance.

Sec. 30-9 - Disposal required.

- (a) Every person shall legally dispose of garbage that accumulates upon his property in the city at least once a week or more often as directed by the city manager unless given special permission as per Sec. 30-41 (d) or Sec. 30-41(e). Every firm, corporation, occupant or owner of any dwelling, boardinghouse, apartment building, manufactured home, or any other structure in the city, including churches and halls, shall have garbage collected by haulers licensed by the city and shall comply with this ordinance and with the dates of collection and requirements therefore as established by the city manager.
- (b) All garbage shall be disposed of in compliance with state law and county policies regarding required processing of waste.

Sec. 30-10 - Unlawful disposal; location of containers for collection; disposal of flammable or explosive materials.

- (a) No person, business or commercial property in the city shall place any garbage or any other waste material in a street, alley or other public place or upon any private property, whether owned by such person or not, except as provided by this ordinance, except that the city shall place street sweepings in a location that it deems appropriate.
- (b) No person shall throw or place any garbage in any stream, wetland or other body of water in the city.
- (c) No person in the city shall store, sweep or deposit any garbage, or any other waste in such a manner that it may be carried by elements off their property.
- (d) No person shall bury or burn any garbage, or any other waste in the city.
- (e) Highly flammable or explosive materials shall not be placed in city-provided garbage carts for regular collection, but shall be disposed of in accordance with state law and Minnesota Pollution Control Agency regulations.

Sec. 30-11 - Manner of transporting materials.

All persons engaged in the business of recycling or hauling garbage in the city shall transport the materials in enclosed vehicles, carts, dumpsters, bins, or other secure containers so as to prevent any loss of these materials and to prevent litter. Care shall be taken to ensure no blowing or escape of garbage or liquids from truck operations occurs during the collection and transportation of garbage, recyclable materials, bulky waste, or source-separated compostable materials

Sec. 30-12 - Obstruction, delay or interference with contractor.

- (a) No person shall obstruct, delay or interfere with any contractor or person engaged in the city in removing any offal, garbage, dirt, dead animals, sewage or other like substances or with the proper performance of their contract.
- (b) Scavenging of any waste or material is prohibited.

Sec. 30-13 - Penalty for violation of ordinance.

Any person violating any of the sections of this ordinance shall be guilty of a misdemeanor, and upon conviction, shall be punished in accordance with Section 1-15. The city may also handle violations of this ordinance through the administrative offenses procedures in Section 1-17.

Secs. 30-14 – 30-20 Reserved.

Article II – Recycling Requirements (Residential, Multiple-Family, Commercial)

Sec. 30-21 - Collection and processing of residential recyclables.

- (a) Recyclable materials from residential dwellings that are placed on the curb or alley for collection must be in curbside recycling bins, carts, boxes or paper bags as prescribed by City of Maplewood Solid Waste Management Standards such that blowing of recyclables does not occur, and recyclables remain as dry and clean as practicable.
- (b) When recyclable materials are placed at the curb or alley line they are the sole property of the city, and shall be removed only by the city-contracted recyclables collector.
- (c) Only the city-contracted recyclables collector or their city-approved sub-contractor may collect and process recyclables set out for recyclables collection at the curb or alley line.

Sec. 30-22 - Collection of recyclables from multiple-family dwellings.

The city requires all the owners and managers of multiple-family dwellings to provide recycling services to all their residents.

- (a) Collection Service Required. The owner of a multiple-family dwelling shall make available to the occupants of all dwelling units on the premise services for the collection of designated recyclables.
- (b) Recycling Information Required. The owner of a multiple-family dwelling shall provide recycling information to the occupants of each dwelling unit on the property consistent with City of Maplewood Standards.
- (c) Responsibility for Providing and Maintaining Recycling Containers.
 - (1) If the owner of a multiple-family dwelling uses the city's recycling contractor, then the

- contractor shall provide and maintain adequate recycling containers for the needs of the property and its occupants; or
- (2) If the owner uses an independent recycling contractor, the owner shall assure adequate recycling containers are provided and maintained by the independent contractor.
 - (d) Transportation and Disposal. Upon collection by the city's recycling contractor or the owner's independent hauler, that person shall deliver the designated recyclables to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.
 - (e) Annual Report. Each owner or manager of a multiple-family dwelling that does not employ the city's recycling contractor shall file an annual report with the city by January 31 of each year on a form detailed in the City of Maplewood Solid Waste Management Standards.
 - (f) Administrative Penalties. Violation of this ordinance shall be charged as an administrative fine as follows: a fine of \$200.00 for the first offense; a fine of \$300.00 for the second offense at the same location within a 12 month period; a fine of \$500.00 for the third offense or additional offenses within a 24 month period at the same location. The owner shall be notified in writing of the violation and if the owner fails to take action within 15 days of receiving the notice of violation, the owner shall be cited for violation in accordance with the fine schedule.

**Sec. 30-23 - Collection and composting or disposal of yard waste.
(Residential, Multiple-Family, Commercial)**

- (a) Yard waste to be collected by the city's contract garbage hauler shall be placed on the curb or alley line for collection in carts or state approved compostable or paper bags subject to special arrangements with the city-contracted garbage hauler.
- (b) Home lawn, garden waste, and kitchen food scraps may be composted in small quantities on a residential lot as long as the compost pile does not create a nuisance for neighbors due to objectionable odor, vectors of disease or unsightliness. Compost piles must be placed at least five feet from rear- and side-yard property lines and shall not be placed in a front yard. Residents must follow composting operation guidelines as published by the MN Extension Service and referenced by City of Maplewood Solid Waste Management Standards.
- (c) Yard waste not collected by the city-contracted garbage hauler, or not composted by the resident or tree limbs, stumps and roots must be transported to a properly permitted and licensed yard waste transfer or composting facility.

Sec 30-24 - Collection of source-separated compostable materials.

Secs. 30-25 – 30-40 Reserved

Article III - Solid Waste Requirements (Residential)

Sec. 30-41 - Collection and disposal of residential garbage by city-contracted hauler.

- (a) Occupants of residential properties shall store all garbage in city-provided garbage carts between collections. On the designated day of collection in their area they may place the city-provided garbage cart on the curb or alley line for collection by the city-contracted garbage hauler.
- (b) Instead of the requirement to place the city-provided garbage cart at the curb or alley line, residents with physical challenges may apply to the city for walk-in service as provided by City of Maplewood Solid Waste Management Standards.
- (c) Every person occupying a residential property shall utilize city-provided garbage carts for the disposal of garbage. The carts are the property of the city, and shall be used solely for disposal of garbage. Only city-provided garbage carts, or approved plastic garbage bags for overflow garbage, in addition to the cart shall be used for the disposal of garbage.
- (d) Persons who wish to self-haul their own garbage may apply to the city to do so. Permission may be granted to self-haul if proof is submitted of an environmentally responsible means of disposal that complies with state laws and regulations and county policies and in conformance with City of Maplewood Solid Waste Management Standards. Residents that are approved by the city for self-haul must remove their garbage at least once per week. Self-haul can only be accomplished with the specific approval of the city using an application form provided in the City of Maplewood Solid Waste Management Standards.
- (e) Persons may apply to the city for less than weekly service on a form provided by City of Maplewood Solid Waste Management Standards. Permission may be granted for less than once per week garbage removal provided that sufficient removal is accomplished to prevent nuisance or unhealthful accumulations of garbage. Such permission will be withdrawn, and weekly garbage removal required, if nuisance or unhealthful conditions exist.
- (f) Except on specified collection days as provided in Section 30-41(g) below, all city-provided garbage carts shall be located behind the front line of the dwelling, in the garage or screened from view from the street, and at least ten feet from any abutting dwelling or sufficiently distant so as not to be a nuisance to those properties, unless other provisions are allowed by the city due to special site conditions.
- (g) City-provided garbage carts and any additional bagged overflow garbage may be placed on the alley line or curb line for collection no earlier than 5:00 p.m. on the day before collection. City-provided garbage carts must be removed from the curb line no later than 6:00 a.m. on the day after collection.

Sec. 30-42 - Requirements to dispose of residential appliances and bulky waste.

- (a) Residents shall dispose of appliances or any other bulky waste such as furniture, mattresses or large household or garage waste as specified by City of Maplewood Solid Waste Management Standards.
- (b) Upon resident request, the city-contracted garbage hauler must collect and properly dispose of appliances or bulky waste in accordance with Sec. 30-62.

Sec. 30-43 - Collection and disposal of garbage for multiple-family properties without curbside collection.

- (a) The owner, operator or manager of any multiple-family property with more than four (4) units that do not have curbside collection shall have dumpster or equivalent service from a commercial hauler licensed to do business in the city. The dumpsters shall be of a minimum capacity of one cubic yard, covered, and of a city-approved sanitary type with the proper attachments for lifting onto garbage trucks.
- (b) Garbage shall be removed at least once weekly, and more often if garbage carts or dumpsters become full. Garbage shall be transported and disposed of in accordance with state laws and rules and county policies regarding licensed disposal and processing.

Sec. 30-44 – Requirements to dispose of multiple-family bulky waste.

The owner, operator or manager of any building containing more than four (4) dwelling units shall provide on-site disposal of large or bulky waste for all occupants. Disposal of these items shall be in compliance with all state laws and regulations and county policies.

Section 30-45 - Delinquent accounts.

- (a) The city contracted garbage hauler is responsible for collection of all fees associated with the collection and processing of garbage from residential properties. The city-contracted hauler shall make good-faith efforts to collect all amounts due, including use of a collection agency. All such efforts shall be documented.
- (b) The St. Paul Water Authority and adjacent cities, as applicable, are responsible for the collection of all fees associated with the City of Maplewood recycling program. The St. Paul Water Authority or the appropriate cities shall make good-faith efforts to collect all amounts due, including use of a collection agency.
- (c) If an amount due continues to be delinquent, and after no less than 120 days from the account being declared “past due” by the above entity, the City of Maplewood shall declare the amount delinquent. The entity shall submit a written request to the City of Maplewood with adequate documentation of the efforts made to collect the past due amounts. If the city determines that a good faith effort was made and that adequate documentation was submitted, the city shall place the amount on the property taxes associated with the property for which the amount is due. The city shall follow all practices required by the state and city ordinance to assess the delinquent amount to the property.

Secs. 30-46 – 30-50 Reserved.

Article IV - Solid Waste Requirements (Commercial)

Sec. 30-51 – Collection and disposal of commercial garbage.

- (a) The owner, operator or manager of any firm or corporation shall have dumpster or equivalent service from a commercial hauler licensed to do business in the city. The dumpsters shall be of a minimum capacity of one cubic yard, covered, and of a city-approved sanitary type with the proper attachments for lifting onto garbage trucks.
- (b) Garbage shall be removed at least once weekly, and more often if garbage carts or dumpsters become full. Garbage shall be transported and disposed of in accordance with

state laws and rules and county policies regarding licensed disposal and processing.

Sec. 30-52 – Manufactured Homes, Townhouses May Opt-In

The owners of manufactured homes or manufactured home parks and of townhouses and townhouse associations may opt-in to the city-contracted garbage hauling program, at their application and with the city's approval.

Secs. 30-53 – 30-59 Reserved.

Article V - Collection Licenses (Residential, Multiple-Family, and Commercial)

Sec. 30-60 - Collection licenses required.

It shall be unlawful for any person to collect any garbage recyclable materials, or other solid waste in the city from any residential, multiple-family, or commercial property without having first secured from the city a license to do so.

Sec. 30-61 - Application; fee; duration.

- (a) Any person desiring a license to collect garbage, yard waste, recyclables, or other solid waste in the city shall apply for a license to the city clerk by first submitting an application with the name and address of the applicant.
- (b) The application described in subsection (a) of this section shall be submitted to the city manager. Upon finding that the applicant is responsible, has proper equipment for such collection and that no nuisance is liable to be created by the granting of the license, the city manager shall endorse and approve the application.
- (c) Before any license may be issued, the applicant shall pay to the city clerk a license fee imposed, set, established and fixed by the city council, by resolution, from time to time, which fee shall accompany the application.
- (d) No license issued under this article shall be for a longer period than one year, and all licenses shall expire on December 31 of each year.

Sec. 30-62 – Licensee Operating Requirements.

The applicant shall:

- (a) Use tandem axles or flotation tires to reduce the per-axle weight of all trucks used for collection of solid waste.
- (b) Provide maps of service routes configured so that customers on load-sensitive streets will be among the first served on such routes to minimize damage to load-sensitive streets and alleys.
- (c) Provide collection carts or dumpsters to customers upon their request.
- (d) Provide collection of yard waste to customers upon their request.
- (e) Provide special or extraordinary collection services within two business days of a customer's request.
- (f) Provide special service collection arrangements for customers to accommodate their physical health concerns.

- (g) Properly contain all garbage or recyclables such that no blowing or escape from trucks of solid or liquid waste or recyclables occurs.
- (h) Provide information to all customers that may be required of the city by county, metropolitan, state, or federal governments.

Sec. 30-63 - Insurance.

The applicant for the license required under this article shall provide a certificate of public liability insurance in the amounts specified in this section for collecting garbage. Such insurance policy shall be subject to the approval of the city manager. The applicant must also provide a comprehensive general policy of liability insurance with minimum coverages as stated. At a minimum, the insurance shall conform to the following requirements:

- (a) General liability in the following amounts:
 - (1) Bodily injury, per occurrence, or combined single limit, \$1,500,000.00.
 - (2) Property damage, \$500,000.00.
- (b) Auto liability in the following amounts:
 - (1) Property damage or combined single limit, \$500,000.00.
 - (2) Bodily injury in the following amounts:
 - a) Per person, \$1,000,000.00.
 - b) Per occurrence, \$5,000,000.00.
- (c) Workers Compensation Insurance as specified by the Minnesota Department of Occupational Health and Safety and federal law.

Sec. 30-64 - Vehicle requirements.

Each garbage collector licensed under this article shall provide a covered or enclosed truck, tank or trailer so constructed that the contents will not leak or spill from it, in which all garbage collected shall be conveyed to an approved disposal facility. The truck or conveyance used shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street, alley or public place longer than is reasonably necessary to collect garbage. Any litter or truck fluid leaks shall be immediately cleaned up. Significant release of any truck fluid leaks shall be immediately noticed to the appropriate authorities. Each truck used under a city license shall remain in compliance with all federal and Minnesota Department of Transportation rules and regulations.

Sec. 30-65 - Pickup schedules. (Residential)

Each residential licensee under this article shall consent to and follow a schedule of pickups, setting the day and area of pickups, as established by City of Maplewood Solid Waste Management Standards, to limit area pickups for residential collections to the same day per week each week.

Sec. 30-66 - Duty of licensees to report accumulations of garbage.

Each licensee under this article shall report any accumulations of garbage that violates this ordinance or other city ordinances to the city as per City of Maplewood Solid Waste Management Standards.

Sec. 30-67 - Prohibited mailings.

No notices shall be sent from licensees or other persons to dwelling units within the City of Maplewood or dwelling unit owners that are subject to or participating in the city-contracted garbage service. These prohibited mailings shall include those for advertising rates or services not available under the city's contract for garbage collection services or any other services covered under the city

contract for garbage service. No notices shall be sent to any residential dwelling in the City of Maplewood by licensees without prior written approval by the City of Maplewood.

Sec. 30-68 - Suspension or revocation.

- (a) Failure by a licensee under this article to comply with this ordinance shall be grounds for revocation of the license by the city council after a hearing for the purpose.
- (b) If the city finds a violation of this ordinance by a licensee under this article and the city orders correction of the violation which the licensee fails to make, the city may suspend the licensee's right to operate under the terms of the license and order his appearance at the next regular meeting of the city council for a hearing on whether the suspension should continue in effect.
- (c) Continued willful or egregious violations of this ordinance by any licensed or unlicensed hauler of solid waste shall result in fines and/or liquidated damages as deemed reasonable by the city council.

Sec. 30-69 - Volume-based rates. (Residential)

- (a) The city's contract hauler for residential garbage shall provide to its residential customers a system of volume-based rates. A volume-based rate includes a solid waste collection charge and a disposal charge based on the volume of the solid waste generated by the customer.
- (b) The city shall determine the increments upon which the volume-based rate will depend and the difference between the rates for each increment.
- (c) The city's contract hauler for residential garbage collection shall propose new rates each year by September 1 for the upcoming calendar year based on the price indicators and adjustment formulas specified in the contract. The city shall review and may approve or disapprove these new rates by November 1 each year. If the city disapproves the rates, the rates for the next year shall be the same as the previous year. The city shall not frivolously or maliciously disapprove a rate increase.

Secs. 30-70 – 30-75. Reserved.

Article VI – Disposal Sites

Sec. 30-76 - Unlawful deposit of garbage and other substances.

- (a) No manure, garbage, or other waste which may be detrimental to health, shall be dumped at any place within the city limits, except in accordance with Sec.30-23 relating to composting.
- (b) No dump for garbage materials and other solid waste shall be operated within the city by any person or as a public dump operated by the city.

Secs. 30-77 – 30-105 Reserved.

**ORDINANCE AMENDMENT EXECUTION:
SIGNATURES OF CITY OFFICERS**

The city council approved the first reading of this ordinance on _____, 2012.

The city council approved the second reading of this ordinance on _____, 2012

Signed:

Will Rossbach, Mayor

Date

Attest:

Karen Guilfoile, City Clerk

City of Maplewood Solid Waste Management Standards *

*** As Authorized by the 2012 Amendments to the
City Solid Waste Management Ordinance (Chapter 30)**

May 9, 2012

Draft

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



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Introduction

The City of Maplewood has developed these standards as specific requirements for the storage, collection and transportation of residential solid waste. The goals of these standards are to:

- ❖ Protect public health / safety;
- ❖ Comply with Minnesota Statutes;
- ❖ Comply with Ramsey County policies; and
- ❖ Implement the city's Solid Waste Management Ordinance (SWMO), Chapter 30 of the city's code of ordinances through detailed instructions

To accomplish the above goals, it is important for the city to have specific and consistent instructions for residents to follow as part of the solid waste collection system. These standards do not replace or supersede city ordinances, Ramsey County policies, state and federal laws, rules or regulations. The city manager's authority for adopting or amending these standards comes from the city's SWMO Chapter 30, Sec. 30-5(a).

These standards address:

- ❖ Eligible items to be included in the garbage;
- ❖ Garbage cart set out instructions;
- ❖ Resident's garbage storage requirements;
- ❖ Recycling programs;
- ❖ Bulky waste, yard waste and other waste collection and disposal requirements
- ❖ Multiple-family and commercial solid waste collection and disposal requirements
- ❖ Payment of charges and delinquent fees;
- ❖ Administrative fees; and
- ❖ Other collection system details that are part of the city's garbage collection system.

Section 1. Definitions

All terms used within these standards shall have the same definition as per the SWMO Sec. 30-2. For convenience, frequently used terms are listed and defined below:

Additional/overflow garbage means garbage in excess of the capacity of the city-provided garbage cart with the lid in the fully closed position.

Appliances include washers, dryers, refrigerators, freezers, air conditioners, dehumidifiers, humidifiers, stoves, ranges, hot water heaters, water softeners and other, similar large household items that require electricity and/or special processing under Minnesota laws, but do not include “electronic waste.”

Bulky waste means all large, bulky household materials which are too large for one person to pick up and/or do not fit within the city-provided garbage cart, and include (but are not limited to) carpeting and padding, mattresses, chairs, couches, tables, appliances and car parts including wheels, rims and tires.

City-contracted garbage hauler is the company that the city contracts with in accordance with Minnesota Statutes 115A.94 to provide residential garbage collection and disposal services in the city. The city-contracted garbage hauler is the sole garbage hauler for residential properties in the city, and for other properties that the city has allowed to opt-in to the city-contracted garbage hauler service.

City-provided garbage carts are the wheeled containers for residential garbage that are owned by the city and provided to garbage customers for their use; the containers are of various sizes and ownership is retained by the city.

Collection means the aggregation and transportation of solid waste from the place at which it is generated and includes all activities up to the time when it is delivered to a designated disposal facility.

Collection Service is the process of collection and transportation of garbage, yard waste, recyclables, bulky waste or source-separated organic materials by a licensed hauler.

Commercial Property means properties in the city that are classified generally as commercial or business in the City zoning code which generates garbage and recyclables and are typically serviced by a dumpster form of garbage container.

Composting has the meaning set forth in Minnesota Statutes, section 115A.03, and means the controlled microbial degradation of organic waste to yield a humus-like product.

Contractor’s garbage bill is the Contractor’s bill for services, from either the city-contracted garbage hauler or a commercial hauler, which is directly submitted to customers.

Construction debris means building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings, roads or other facilities.

Day-certain collection is a city-approved plan for weekly collection services by an established day-certain schedule which requires garbage, yard waste, recyclables, and source-separated compostable materials collections on the same day of the week, and which is based on a five (5) day work week (Monday through Friday).

Designated recyclables shall mean those materials designated as recyclable in the city recycling program in the City of Maplewood Solid Waste Management Standards.

Dumpster has the commonly used meaning in the solid waste industry of a commercial garbage container made of metal or durable plastic with a lid that can be serviced by a front-end loading automated or rear-loading semi-automated garbage truck.

Electronic Waste (electronic items) has the meaning set forth in Minnesota Statutes, section 115A.1310, subdivision 7 as “covered electronic device” and includes items such as television and computer monitors, computers, computer peripheral devices, fax machines, DVD players, video cassette recorders, other video display devices, cell phones and other small appliances with an electric cord.

Every other week collection garbage service means garbage collection on the same day of the week as day-certain service but on specified every other week dates. Residents must apply to the city to receive approval for this every other week service.

Food waste means residential food waste and includes meal preparation and left over food scraps from households intentionally separated at the source by residents for the purpose of backyard composting or separate collection for centralized recovery.

Garbage has the meaning set forth in Minnesota Statutes, section 115A.03, subdivision 21, mixed municipal solid waste, and means solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural waste, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

Household garbage means garbage from residential properties.

Household hazardous waste has the meaning set forth in Minnesota Statutes, section 115A.96, subdivision 1, paragraph (b), and/or Minnesota Pollution Control Agency regulations and means waste generated from household activities that exhibits the characteristics of or that is listed as hazardous waste under agency rules, but does not include waste from commercial activities that is generated, stored, or present in a household and includes items such as paint, fluorescent light bulbs, mercury thermometers, cleaning fluids, herbicides, pesticides, fertilizers and other waste as defined in Minnesota statutes or regulations in that paragraph.

Load Sensitive Streets are those streets identified by the Public Works Director of the City of Maplewood as being at risk of accelerated deterioration due to excessive or high axle weight loads.

Manufactured home means a dwelling unit that is consistent with Section 44-6 of the Maplewood Zoning Code.

Mixed municipal solid waste has the meaning set forth in Minnesota Statutes, section 115A.03, subdivision 21, and includes garbage, refuse and other solid waste from residential, commercial, industrial, and community activities that the generator of the garbage aggregates for collection, but does not include auto hulks, street sweepings, ash, construction debris, tree and agricultural waste and other materials collected, processed and disposed of a separate waste streams.

Multiple-family dwelling or unit for purposes of this ordinance means a building or a portion thereof containing five (5) or more residential dwelling units.

Recyclable materials (recyclables) means materials that are separated from mixed municipal solid waste for the purpose of recycling or including items such as paper, glass, plastics, metals, textiles, automobile oil, batteries, and other recyclable items as designated in the City of Maplewood Solid Waste Management Standards.

Residential dwelling unit is a separate dwelling place with a kitchen in buildings with up to four (4) units per structure.

Residential property means a property containing between one (1) and up to four (4) units per structure.

Self-haul is the city-approved method for a resident to contain and transport garbage from their own household to a city-approved, environmentally secure facility in accordance with state law and county policies. Self-haul requires the specific approval of the city.

Single-family dwelling unit means a building, including a manufactured home, containing up to four (4) residential units whose occupants and owner are required to participate in the city-contracted garbage service.

Solid waste has the meaning set forth in Minnesota Statutes, section 116.06, subdivision 22.1.9 but is further defined for purposes of this ordinance to include garbage, recyclables, appliances, bulky waste, yard waste, and household hazardous waste. items.

Source-separated compostable materials has the meaning set forth in Minnesota Statutes 115A.03, subdivision 32a and means materials that: (1) are separated at the source by waste generators for the purpose of preparing them for use as compost; (2) are collected separately from mixed municipal solid waste; and (3) are comprised of food waste, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable.

Townhouse means a residence for one family that is attached either horizontally or vertically to at least two other residences as defined in Section 44-6 of the Maplewood Zoning Code, each with a private outside entrance.

Vectors of disease are animals including, but not limited, to insects, mice, rats, squirrels, crows, flies and other vermin that are capable of carrying, transmitting and/or infecting humans with disease.

Walk-up service means special garbage or recycling service that is provided from the side of the house or garage, for which the contractor walks the cart or recycling container to and from the side of the house or garage and the collection vehicle, and which is applied for on a case by case basis.

Yard waste means garden waste, leaves, lawn cuttings, weeds, shrub and small tree branches as defined by City of Maplewood Solid Waste Standards and prunings generated at residential or commercial properties.

Section 2. Residential Recycling Program

- 2.1 All residents are required to separate and recycle recyclable materials. If set out for curbside or alleyside collection, recyclable materials are to be placed in the appropriate container(s) for recycling, and are not to be placed in the city-provided garbage cart.
- 2.2 Recyclable materials included as part of the City's single sort recycling system (per the current City of Maplewood Residential Recycling Guide) include:

Mixed paper: newspapers (including inserts), magazines, phone books, office and school papers, junk mail, box board such as snack and cereal boxes, frozen food boxes,

pop/beer/water boxes, pizza boxes, corrugated cardboard, shredded paper in sealed paper bags, egg cartons;

Glass food and beverage containers including glass jars and bottles;

Plastic food and beverage containers including rigid plastic containers with plastics recycling symbols #1, #2, #3, #4, #5, and #7, but not #6 polystyrene, plastic toys, drained motor oil bottles, flower and shrub containers, landscape edging, laundry baskets, plastic buckets and pails and clear plastic take-out (clam shell) containers.

Metal food and pet food containers including aluminum cans, tinned-steel cans, aerosol cans; and other household scrap metal such as pots, pans and silverware that will fit in the recycling bin;

Milk cartons and juice boxes;

Linens including clothes and shoes, placed in a sturdy, sealed plastic bag

Other materials that from time to time are designated as recyclable by the city.

- 2.3 Recyclable materials are to be clean, and kept as dry as practicable between use by the resident and collection by the recycling contractor. The city-contracted recyclables hauler shall be responsible for the physical maintenance of the recycling containers, including repairs of damage to the containers, and replacement of destroyed containers.
- 2.4 The customer is responsible for the appropriate use and safety of the recycling containers, including both the interior and exterior of the containers. The customer shall rinse or wash the interior of the container as needed, and shall keep the containers free of markings or graffiti.
- 2.5 Recyclables may be placed at the curb or alley line for collection. Recyclables may be set out for collection no earlier than 5:00 p.m. on the day before the collection day. Recyclables collection will occur between 7 a.m. and 7 p.m. Recyclables containers must be removed to their storage location no later than 6 a.m. on the day after collection.
- 2.6 Residents that have physical challenges or other special needs may request “walk up” service. Walk up service will allow the customer to keep the recyclables at a back door or other visible location for collection by the recyclables hauler. In the winter, a clear path from the street or alley must be shoveled for the “walk up” service to be made. Residents requesting this service must apply for it using the “Request for Walk Up Service” Appendix D of this document.

Section 3. Multiple-Family Recycling Program

- 3.1 Each owner of a building containing five (5) or more dwelling units shall provide for recycling services for all units.
- 3.2 The owner of a multiple-family dwelling shall make recycling services available to the occupants of all dwelling units on the premise. The recyclables collection services shall be available on the premises. This collection service shall be for at least the recyclable material

types collected in the city's residential recycling program. The collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recyclables containers to prevent overflowing containers. The owner may use the city's recycling contractor to provide the recycling collection services or they may independently contract with another licensed hauler and/or recycling contractor to provide the recycling collection services at the owner's expense.

- 3.3 Recyclable materials shall include the same list as per the city's residential recycling program (see Sec. 2.2 above) unless the city approves a variance in writing.
- 3.4 All recyclable materials placed by residents in the multiple-family recyclables collection containers must be collected at least bi-weekly and processed and marketed for recycling by a properly licensed recycling company, and all recyclables must be appropriately recycled as per Minnesota laws and regulations.
- 3.5 Adequate containers shall be provided and maintained by the owner or by the recyclables hauler, whichever provides the recycling collection service, for all recyclable materials. Containers shall be:
 - (a) Sufficient in number and size to meet the demands for recycling services created by the occupants;
 - (b) Equipped with self-closing lids such that residents may easily place recyclables in the containers but recyclables shall not be exposed to wind, rain and snow and human and animal scavengers are discouraged from accessing or removing recyclables;
 - (c) Equipped with standardized labels identifying the type of recyclable material to be deposited in each container and colored differently from other containers for mixed garbage or trash;
 - (d) Maintained in proper operating condition, reasonably clean and sanitary and free of markings or graffiti;
 - (e) Repaired or replaced on a reasonable schedule if stolen or broken.
- 3.6 The owner of a multiple-family dwelling shall provide recycling educational information to the occupants of each dwelling unit on the property. The educational information shall notify the occupants of the availability of collection services, describe the procedures required to prepare the designated recyclables for collection, and identify the dates and times of collection. If the owner elects to use the city's recycling contractor, the city's recycling contractor will supply the owner with the information needed to create this education program. The educational information must be provided to all residents at least once every six (6) months and to new residents within two (2) weeks of residence. The information will explain the reasons to recycle, recyclables to be separated from solid waste, the manner of separation and the location of the containers provided for recycling. The educational information may consist of fliers, posters, presentations or other effective means to enhance resident compliance with recycling requirements.

- 3.7 Container Location. Containers shall be stored on the premises in a location that is convenient for residents to place recyclables. Recycling containers shall be placed in a location on the premises that permits access for collection purposes but does not obstruct pedestrian or vehicular traffic. All such locations shall comply with the city's zoning and other ordinances.
- 3.8 Transportation and Disposal. Upon collection by the city's recycling contractor or the owner's independent hauler, that person shall deliver the designated recyclables to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. No recyclable materials placed by residents in the multiple-family recyclables collection containers will be collected or disposed of as garbage. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility. The contractor or hauler shall transport all designated recyclables in a covered vehicle so the recyclables do not drop or blow onto any public street or private or public property during transport.
- 3.9 Scavenging Prohibited. It is unlawful for any person, other than the city's recycling contractor or owner's independent hauler, to collect, remove, or dispose of designated recyclables after the materials have been placed or deposited for collection in the recycling containers. The owner, owner's employees, owner's independent hauler's employees, or city's recycling contractor's employees may not collect or "scavenge" through recycling in any manner.
- 3.10 Annual Report. Each owner or manager of a multiple-family dwelling that does not participate in the city's contract recycling program shall file an annual report with the city by January 31 of each year. The report form shall be provided by the city (see Appendix G to this document) and shall contain, at a minimum, the following information:
- (a) Name of the owner and building manager and their contact information;
 - (b) Address of the multiple-family dwelling;
 - (c) Number of dwelling units;
 - (d) Description of recycling collection services made available to occupants, including location of containers, frequency of collection and whether collection services are provided by the owner, the owner's employees, or a licensed collector;
 - (e) Copy of the educational information required in Section 3.5, above, with the frequency by which the information was distributed;
 - (f) Tonnage for each type of material recycled as provided by the owner's independent recycling contractor; and
 - (g) Name and address of the licensed hauler/recycler that provides collection services and where the recyclables were taken for processing.

Section 4. Residential Garbage Cart Standards

The City of Maplewood understands the importance of a clean, litter-free and livable community and wishes to provide for cost-efficient collection of garbage from residential properties. To achieve these goals the city has implemented the requirement that customers must contain their garbage in wheeled carts provided by the city.

- 4.1 Each residential household, unless exempted from service by the city in accordance with Maplewood Code of Ordinances Chapter 30, shall have a wheeled garbage cart(s) of sufficient size to contain all household garbage from one collection day until the next.
- (a) Garbage must be bagged in either paper or plastic bags of any size before placement in the wheeled garbage cart, so that spillage or blowing of garbage does not occur during the collection process.
 - (b) Only household garbage, as defined in Section 30.2 of the Maplewood Code of Ordinances shall be placed in the wheeled garbage carts; no yard waste, construction and demolition debris, recyclable materials, automotive parts or fluids, electronic items, household hazardous waste or other prohibited materials shall be placed in the wheeled garbage carts.
 - (c) Exemptions from service by the city-contracted hauler shall only occur in accordance with Maplewood Code of Ordinances Chapter 30, and shall be at the sole discretion of the city. Examples of alternate disposal methods to qualify for exemption from service may include:
 - Written permission to dispose of garbage in a neighbor's garbage cart (shared service); or
 - Use of a commercial dumpster owned or leased for use by a commercial property. (This commercial property may be owned or leased by the applicant, or the applicant may be an employee who has written permission from his/her employer to use the employer's commercial dumpster.)

The forms to request exemption from service is attached to this document as Appendices A and E.

- (d) The City of Maplewood shall have sole discretion to grant or not grant an exemption request in Section 4.1(c) above. The city shall arrange for regular verification of proper disposal of garbage and waste at the property for which the request for exemption from garbage service is made. Evidence of improper garbage or waste disposal shall be reason to immediately require service by the city-contracted garbage hauler.
- 4.2 The cart size and collection frequency shall be sufficient to store and contain all garbage normally generated between collections such that the cart lid fully closes and there are no extra bags of garbage next to the cart.
- (a) Sizes of carts available are 95 gallon, 65 gallon, 32 gallon and 20 gallon. All wheeled garbage carts are owned by the City of Maplewood.

- (b) If the garbage cart lid cannot be closed or there are overflow bags of garbage set out for collection that cannot be contained in the cart, a cart of larger size shall be required; or, a second cart shall be required if the cart in place is already the largest, 95 gallon cart. This requirement may be imposed by the city if a resident has overflow garbage for up to two (2) weeks (out of any consecutive five (5) weeks) where the cart lid cannot be closed or there are overflow bags set out for collection
- (c) A larger cart may be requested, or required, once per calendar year with no service charge for cart pickup and delivery. If a customer wishes to have a larger cart, they will request same from the city-contracted garbage hauler. The city-contracted garbage hauler shall bill the higher cart fee from the date it receives the request for the larger cart from the customer; there shall be no charge for additional bags from the time the larger cart request is received until the larger cart is delivered to the customer. If a larger cart is requested or required more than once per calendar year, the city-contracted garbage hauler may impose a service charge. The amount of this charge shall be established per the city contract and as approved by the city.
- (d) If overflow garbage is placed next to the wheeled garbage cart for collection, it shall be securely bagged such that animals and vermin may not access the contents of the bag. The city-contracted garbage hauler may charge an additional fee for collection of any extra bags of garbage. The amount of this fee shall be established per the city contract and as approved by the city.
- (e) The bill payer shall be responsible for payment of fees for garbage collection service and fees for collection of any extra bags to the city-contracted garbage hauler.
- (f) If a customer wishes to have a smaller cart, they will request same from the city-contracted garbage hauler. The city-contracted garbage hauler shall bill the lower cart fee from the date it receives the request for the smaller cart from the customer. There shall be no service charge for a customer to request, and receive, a smaller cart.

Section 5. Residential Garbage Cart Collection by Waste Hauler and Storage of Carts

- 5.1 Garbage collection by the city-contracted garbage hauler shall occur once per week, on days and in areas designated by the city. Slight schedule changes may be made, with sufficient advance notice by the city-contracted garbage hauler for major holidays, or for adverse weather conditions.
- 5.2 If every other week service is desired by the customer, such service may be applied for using the form, "Request for Every Other Week Garbage Removal" Appendix B of this document. Approval or denial of the request shall be at the sole discretion of the city.
- 5.3 If temporary discontinuation of service is desired by the customer due to an extended absence or vacancy of the property of over two months or more, such service discontinuation may be applied for using the form, "Request for Temporary Exemption from City-Contractor Provided Garbage Removal," Appendix C of this document. The request shall be made to the

city-contracted hauler; if a dispute arises in this matter, approval or denial of the request shall be at the sole discretion of the city. Discontinuation of service for a lesser period shall be arranged between the customer and the city-contracted hauler.

- 5.4 The city shall arrange for regular verification of proper disposal of garbage and waste at the property for which the request for exemption from garbage service is made as per Sections 5.2 and 5.3 above. Evidence of improper garbage or waste disposal shall be reason to immediately require weekly removal of garbage.
- 5.5 Unless separate provisions are made between the city-contracted garbage hauler and the customer (for example, see Sec. 5.8 below), all collection of garbage shall occur at the street line or alley line, as specified by the city-contracted garbage hauler.
- 5.6 Wheeled garbage carts may be set out for collection no earlier than 5:00 p.m. on the day before the collection day.
- 5.7 Wheeled carts shall be placed for collection at the alley or curb line, at least five feet either side of parked cars, with the opening facing the street or alley. Carts that are not placed in this manner may not be collected by the city-contracted garbage hauler.
- 5.8 Residents that have physical challenges or other special needs may request “walk up” service. Walk up service will allow the customer to keep the cart at the garage, back door or other visible location for collection by the city-contracted garbage hauler. In the winter, a clear path from the street or alley must be shoveled for the “walk up” service to be made. Residents requesting this service must apply for it using the “Request for Walk Up Service” Appendix D of this document.
- 5.9 Regular verification of proper disposal of garbage and waste will be made at the property for which the Request for Walk Up Service location is made as per Section 5.8 above. Evidence of improper garbage or waste storage, collection or disposal shall be reason to immediately require standard. curbside garbage cart set-out procedures.
- 5.10 Wheeled garbage carts must be returned to their storage location no later than 6:00 a.m. on the day after the collection day.
- 5.11 Wheeled garbage carts shall be located behind the front line of the dwelling, in the garage or screened from view from the street, and at least ten feet from any abutting dwelling or sufficiently distant so as not to be a nuisance to those properties, unless other provisions are allowed by the city due to special site conditions.

Section 6. Maintenance of Wheeled Residential Garbage Carts

- 6.1 The city shall own the wheeled garbage carts; residents are granted exclusive use of the carts at their address only. Carts shall not be removed from the assigned premises. If a resident moves, the cart shall remain at the assigned premises.

- 6.2 The city-contracted garbage hauler shall be responsible for the physical maintenance of the wheeled garbage carts, including repairs of damage to the carts, and replacement of destroyed carts.
- 6.3 The customer is responsible for the appropriate use and safety of the wheeled garbage carts and shall be accountable for willful damage or destruction of the wheeled garbage cart.
- 6.4 If a wheeled garbage cart requires physical maintenance, including replacement of wheels, lid, or repairs of other wearing or damage, the customer shall call the city-contracted garbage hauler to request such service. The city-contracted garbage hauler shall promptly perform such maintenance.
- 6.5 Customers shall keep the inside and the outside of wheeled garbage carts clean. There shall be no markings, such as graffiti or stickers, on the outside of the carts that are not placed there by the City of Maplewood or by the city-contracted garbage hauler. Any markings that appear on the outside of the cart that are not placed there by the city-contracted garbage hauler or the City of Maplewood shall be promptly removed by the customer. Customers shall routinely wash or rinse out the interior of the wheeled garbage cart so that offensive odors are not detected outside of the empty wheeled garbage cart.
- 6.6 If a wheeled garbage cart is found by the City of Maplewood to have been willfully damaged or destroyed, the customer shall be responsible for payment to replace the wheeled garbage cart. The City of Maplewood shall have sole determination of willful damage or destruction of a wheeled garbage cart.

Section 7. Multiple-Family Solid Waste Standards

- 7.1 Each property must provide for the separation of recyclables, yard waste, bulky waste, household hazardous waste and other items designated in these standards from garbage, and shall insure the appropriate processing or disposal of all solid waste in accordance with Minnesota statutes and county policies.
- 7.2 Each property having more than five (5) residential units shall have weekly garbage dumpster or equivalent service, provided by a commercial-type hauler licensed by the city
 - (a) The dumpsters shall be of a minimum capacity of one cubic yard, covered, and of an approved sanitary type with the proper attachments for lifting onto garbage trucks. The dumpsters shall be water-tight and rat and vermin-proof.
 - (b) Garbage shall be removed more often than weekly if dumpsters become full. Garbage shall be transported and disposed of in accordance with state laws and rules and county policies regarding licensed disposal and processing.
 - (c) Multiple-family properties that use a cart-style service may opt in to the city-contracted garbage service.

Section 8. Yard Waste and Source Separated Organics Collection and Composting

- 8.1 Yard waste shall be properly disposed of by:
- (a) Backyard composting or in-place mulching (as by “mulching mowers”).
 - (b) Collected by the city-contracted garbage hauler separate from the garbage and for an additional fee.
 - (c) Taken by the resident or property owner to an approved county or private yard waste drop-off or transfer facility.
 - (d) Including yard waste in a source-separated organics collection program, if available.
- 8.2 Home lawn, garden waste, and kitchen food scraps may be composted in small quantities on a residential lot as long as the compost pile does not create a nuisance for neighbors due to objectionable odor, vectors of disease or unsightliness.
- (a) Backyard composting must be done in a structure that prohibits the entry or nesting of rodents and vermin. Composting of meats or fats that attract rodents and vermin is prohibited in backyard composting.
 - (b) Compost structures must be placed at least five feet from rear- and side-yard property lines and shall not be placed in a front yard. Compost structures shall be properly maintained and shall not be unsightly.
 - (c) Residents must follow composting operation guidelines as published by the University of Minnesota Extension Service or other reputable gardening experts.
- 8.3 Yard waste not collected by the city-contracted garbage hauler or not composted by the resident, or tree limbs, stumps and roots greater than six (6) inches in diameter must be transported to a properly permitted and licensed yard waste transfer or composting facility.
- 8.4 Reserved for Source Separated Organics program.
- 8.5 Reserved for standards relating to separation and collection of source separated organic waste at multiple-family dwelling properties.

Section 9. Bulky Waste, Large Appliances and Electronic Waste

- 9.1 All bulky waste, large appliances, electronic waste and similar items not included in the garbage or recycling programs shall be properly disposed of. No such items may be disposed of in streams, ponds, waterways or roadside ditches or on vacant or public land, or on property whether owned or not owned by the waste generator.
- 9.2 Upon customer request, all licensed city-contracted garbage haulers must collect and properly dispose of appliances or bulky waste within two business days of a customer’s request. An additional fee may be charged by the hauler for this service; the fee, if any, for such service is

the responsibility of the generator of the appliances or bulky waste if known, or the property owner on whose property the item is on, and must be paid in full.

- 9.3 Electronic waste must be properly disposed of, either through special arrangements with the city-contracted garbage hauler, hauling of electronic waste by the resident to a legitimate electronic waste drop off facility, take back service at a retailer, or other approved disposal method. An additional fee may be charged by the hauler for this service; the fee, if any, for such service is the responsibility of the generator of the electronic waste or the property owner on whose property the item is on and must be paid in full.
- 9.4 Each owner of a building containing more than five (5) dwelling units shall provide for bulky waste services for all units.
- (a) Adequate provision on the property must be made by the owner for the convenient and proper disposal of bulky materials by residents. Bulky materials placed by residents for disposal shall be collected by a licensed hauler at least weekly.
 - (b) Provision must be made by the owner for differential processing and disposal of the types of bulky waste generated by residents, including burnable bulky waste, recyclable bulky waste (appliances) and electronic waste.
- 9.5 Each owner of a building containing more than five (5) dwelling units shall prohibit the disposal of household hazardous waste, or other prohibited waste in garbage or recycling containers, and shall provide educational information to all residents in the building on the proper transportation and disposal of household hazardous waste.

Section 10. Home Owner Associations

- 10.1 Home owner associations that utilize garbage carts and that have existing garbage collection contracts that meet the minimum requirements of these standards are not required to have city-contracted garbage collection services.
- 10.2 Home owner associations may apply to the city to opt in to the city-contracted garbage collection service by submitting the application form attached as Appendix F to this document.
- 10.3 Home owner associations that have city-contracted garbage services must continue to have city-contracted garbage services.

Section 11. Commercial Solid Waste Standards

(This section is presented to facilitate the conceptual discussion of solid waste management standards for commercial properties. If standards for commercial properties are desired, appropriate language must be added to the Ordinance.)

- 11.1 Each business or commercial property must provide for the separation of recyclables, bulky waste, hazardous waste and other items designated in these standards from garbage, and shall

insure the appropriate processing or disposal of all solid waste in accordance with Minnesota statutes, Minnesota Pollution Control Agency regulations and county policies.

11.2 Each business or commercial property shall have weekly garbage dumpster or equivalent service, provided by a commercial hauler licensed by the city.

- (a) The dumpsters shall be of a minimum capacity of one cubic yard, covered, and of an approved sanitary type with the proper attachments for lifting onto garbage trucks. The dumpsters shall be water-tight and rat and vermin-proof. If garbage carts are used, there shall be adequate capacity in size and/or number of carts to contain all waste generated between collections.
- (b) Garbage shall be removed at least once weekly, and more often if garbage carts or dumpsters become full. Garbage shall be transported and disposed of in accordance with state laws and rules and county policies regarding licensed disposal and processing.

11.3 Each business or commercial property shall provide for recycling services for all units.

- (a) Adequate containers shall be provided by the owner or by the recyclables hauler for all recyclable materials. Containers shall be stored on the premises in a location that is convenient for building tenants to place recyclables and for haulers to collect recyclables. The containers for recycling will be covered and secured so that building tenants may easily place recyclables in the containers. Recyclables shall not be exposed to wind, rain and snow. The recycling container lids should also discourage human and animal scavengers from accessing or removing recyclables.
- (b) Recyclable materials shall include the same list as the city's residential recycling program (see Sec. 2.2 above) unless the city approves a variance in writing, in addition to any business-specific recyclables for which a market is available (e.g., metal turnings, printing rolls or end runs, or other types of commercial or industrial scrap commodities).
- (c) All recyclable materials placed by building tenants in the commercial recyclables collection containers should be collected at least bi-weekly and processed and marketed for recycling by a properly licensed recycling company, and all recyclables must be appropriately recycled as per Minnesota laws and regulations. No recyclable materials placed by building tenants in the recyclables collection containers will be collected or disposed of as garbage.
- (d) Recycling education information should be provided to all building tenants that explains the reasons to recycle, recyclables to be separated from solid waste, the manner of separation and the location of the containers provided for recycling. If English is not the language spoken by specific tenants, education shall be provided to them in a language and/or format that is understandable by them. The education information may

consist of fliers, posters, presentations or other methods as appropriate. The education program may be conducted by the owner or by the recyclables hauler.

11.4 Reserved for standards relating to separation and collection of yard waste at commercial properties.

11.5 Reserved for standards relating to separation and collection of organic waste at commercial properties.

Section 12. Delinquent Accounts

12.1 The city contracted garbage hauler is responsible for collection of all fees associated with the collection and processing of garbage from residential properties. The city-contracted hauler shall make good-faith efforts to collect all amounts due, including use of a collection agency. All such efforts shall be documented.

12.2 The St. Paul Water Authority and adjacent cities, as applicable, are responsible for the collection of all fees associated with the City of Maplewood recycling program. The St. Paul Water Authority or the appropriate cities shall make good-faith efforts to collect all amounts due, including use of a collection agency.

12.3 If an amount due continues to be delinquent, and after no less than 120 days from the account being declared "past due" by the above entity, the City of Maplewood shall declare the amount delinquent. The entity shall submit a written request to the City of Maplewood with adequate documentation of the efforts made to collect the past due amounts. If the city determines that a good faith effort was made and that adequate documentation was submitted, the city shall place the amount on the property taxes associated with the property for which the amount is due. The city shall follow all practices required by the state and city ordinance to assess the delinquent amount to the property.

Section 13. Resolution of Disputes

13.1 If there is a dispute between the customer and a hauler regarding extra service charges or required cart size, such disputes shall be forwarded by the customer to the City of Maplewood.

13.2 The dispute shall be in writing, and shall contain the following information:

- (a) Date of the dispute;
- (b) Nature of the dispute (cart size, charges for extra garbage, missed service, etc.);
- (c) Any and all evidence related to the dispute (photographs, neighbor's statements, etc.); and
- (d) Requested resolution of the dispute.

The dispute shall be mailed or delivered to:

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

- 13.3 The City of Maplewood shall make a determination regarding the dispute, and notify the customer and the city-designated hauler of the determination. The determination of the city shall be final, unless the customer desires to seek further remedy in District Court.

APPLICATION AND REPORTING FORMS

Appendix A
Request for Exemption from City-Contractor Provided Garbage
Service

(\$35.00 one-time application fee required)

Note: Alternate service providers from the city-contracted garbage hauler will not be approved for residential service.

Address of Property for which exemption is requested:

Name of Person Requesting Exemption: _____

Phone number: _____ Alternate phone number: _____

E-mail: _____

Name of Property Owner: _____

Address of Property Owner (if different than address for which exception is requested):

Reason for exemption request:

1. **Shared garbage service:**

Name and address of shared service: _____

(An original, signed, permission from the person providing the shared service is required, using Attachment 1 to Appendix A)

2. **Garbage will be self-hauled**

a. **Haul to a transfer station or processing facility.**

Name of transfer station or processing facility:

Address:

Phone Number: _____ E-mail: _____

State solid waste permit number _____

b. Haul to a business you own or work that has licensed trash hauling.

Name of business:

Address:

The owner of the business to which garbage will be hauled:

(If the facility is not a business owned or operated by the Requester, written permission from the person owning or operating the facility is required, using Attachment 1 of Appendix A.)

Name of garbage hauler/contractor that provides garbage service to the facility to which garbage will be hauled:

Signature: _____ Date: _____

The City of Maplewood shall have sole discretion to grant or not grant this request. Regular verification of proper disposal of garbage and waste will be made at the property for which the request for exemption from garbage service is made. Evidence of improper garbage or waste disposal shall be reason to immediately require service by the city-contracted garbage hauler.

Attachment 1 to Appendix A

Permission for Another Person to Use Garbage Service

Name of Person bringing garbage to your location:

Address of Property which is bringing garbage to your location:

Your name, business name:

Your residential home or business address where garbage is disposed:

Name of garbage hauler/contractor that provides garbage service to the residential home or business where garbage will be hauled (if not a transfer station or processing facility):

Certification:

I, _____ (name), owner of _____ (name of business or property address) will allow _____ (name of person bringing garbage) to use the garbage services provided at my premise. I acknowledge that any requirements for additional or enhanced solid waste services that are needed as a result of this permission (larger container, more frequent service) will be provided by me.

Signature: _____

Date: _____

The City of Maplewood shall have sole discretion to grant or not grant this request. Regular verification of proper disposal of garbage and waste will be made at the property for which the request for special service location is made. Evidence of improper garbage or waste storage, collection or disposal shall be reason to immediately require standard garbage set-out procedures.

Appendix B
Request for Every Other Week Garbage Removal
(Exemption from Weekly Removal)

Address of Property for which every other week garbage removal is requested:

Name of Person Requesting Every Other Week Garbage Removal:

Phone number: _____ Alternate phone number: _____

E-mail: _____

Name of Property Owner: _____

Address of Property Owner (if different than address for which exception is requested)

Current garbage service level:

Wheeled cart size (check box) 20 gallon 32 gallon 65 gallon 95 gallon
Other _____

How long have you had this service level? _____

Do you have overflow bags of garbage more than once every six months?

Yes No

Reason for every other week garbage removal request:

- Intermittent occupancy
- Extremely small generation of garbage

Approximate amount of garbage generated per week (# 13 gallon (kitchen) bags) _____

Number of occupants of the property: _____

Signature: _____ Date: _____

The City of Maplewood shall have sole discretion to grant or not grant this request. Regular verification of proper disposal of garbage and waste will be made at the property for which the request for exemption from garbage service is made. Evidence of improper garbage or waste disposal shall be reason to immediately require weekly removal of garbage.

Appendix C

Request for Temporary Exemption from City-Contractor Provided Garbage Removal

Address of Property for which exemption is requested:

Name of Person Requesting Exemption: _____

Phone Number: _____ Alternate Phone Number: _____

E-mail: _____

Name of Property Owner: _____

Address of Property Owner (if different than address for which exception is requested)

Reason for exemption request:

1. **Temporary due to extended vacancy of property (must be a minimum of two months). Dates of vacancy:**

2. **Permanent vacancy of property (e.g. before demolition)**

Signature: _____ Date: _____

The City of Maplewood shall have sole discretion to grant or not grant this request. Regular verification of proper disposal of garbage and waste will be made at the property for which the request for exemption from garbage service is made. Evidence of improper garbage or waste disposal shall be reason to immediately require weekly removal of garbage.

Appendix D Request for Walk up Service

Address of Property for which Walk Up Service location is requested:

Name of Person Requesting Exemption: _____

Phone Number: _____ Alternate Phone Number: _____

E-mail: _____

Name of Property Owner: _____

Address of Property Owner (if different than address for which exception is requested:

Current garbage service level:

Wheeled cart size (Check Box) 20 gallon 35 gallon 65 gallon 95 gallon

Reason for special service location request:

Proposed location of garbage cart:

Signature: _____ Date: _____

The City of Maplewood shall have sole discretion to grant or not grant this request. Regular verification of proper disposal of garbage and waste will be made at the property for which the request for special service location is made. Evidence of improper garbage or waste storage, collection or disposal shall be reason to immediately require standard garbage set-out procedures.

Appendix E
Home Owners' Association Request to Opt In

Name of Homeowner's Association:

Addresses of Properties in Association:

Billing Address of Association:

Name of Person Requesting Service: _____ Title: _____

Phone number: _____ Alternate phone number: _____

E-mail: _____

Current garbage service level at most residences: (circle)

- 35gallon wheeled cart 65 gallon wheeled cart 95 gallon wheeled cart
- Group (shared) dumpsters

Signature: _____ Date: _____

The City of Maplewood shall have sole discretion to grant or not grant this request. Regular verification of proper disposal of garbage and waste will be made at the property for which the request for special service location is made. Evidence of improper garbage or waste storage, collection or disposal shall be reason to immediately require standard garbage set-out procedures.

Appendix F
Recycling Reporting Form for Multiple-Family Dwellings
That Do Not Use the City-Contracted Recycling Hauler

Address of Property:

Billing address of Property:

Name of Person submitting report: _____ Title: _____

Phone number: _____ Alternate phone number: _____

E-mail: _____

Current Recycling Service Provided:

Number of dumpsters or carts for containers (cans, bottles) _____

Size of container dumpsters or carts _____ (2 yd., 6 yd., 8 yd., etc.)

Number of dumpsters or carts for paper and fiber _____

Size of Dumpsters _____ (2 yd., 6 yd., 8 yd., etc.)

Size of Carts

Name of Recycling Hauler: _____

Address of Recycling Hauler:

Phone Number of Recycling Hauler: _____

Name of facility where recyclables are taken: _____

Number of times in previous year that each type of container was emptied.

Dumpsters for containers: _____ (e.g. 12 if once/month, 24 if twice/month)

Weight of recyclable containers: _____ (e.g. 1269 pounds)

Dumpsters for paper and fiber: _____

Weight of recyclable paper and fiber: _____

Please attach one copy of each of the educational materials distributed to your residents.

Dates these materials were distributed: _____, _____,
_____, _____, _____, _____

Number of people materials were distributed to: _____

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Dep. Public Works Director
SUBJECT: **East Metro Public Safety Training Facility, City Project 09-09**
 a. **Resolution Accepting Feasibility Study and Calling for Public Hearing**
 b. **Resolution Approving Cooperative Agreement with MnDOT for Property Acquisition**
DATE: May 8, 2012

INTRODUCTION

The feasibility study for the East Metro Public Safety Training Facility, City Project 09-09, is complete and available in the office of the City Engineer. Copies will be distributed to council members prior to the meeting. The study includes information on the proposed improvements, costs, and proposed financing. An executive summary of the feasibility study is attached to this report. The city council will consider accepting the feasibility study, authorizing the preparation of plans and specifications, and ordering a public hearing to be held on June 25, 2012.

In addition the council will consider adopting a resolution approving a Cooperative Agreement with MnDOT for the acquisition of the property on which the public safety training facility is to be located.

BACKGROUND

The City has worked a number of years on developing a plan for the use of the property at the Highway 5 and Highway 120 intersection of which the majority is owned by Mn/DOT. Mn/DOT has stated their willingness to convey this site to the City. Both parties have developed and reviewed a Cooperative Agreement to facilitate this land transfer. Approximately 6.2 acres would remain in fee title with MnDOT to allow for their continued maintenance operations.

In addition various concepts for the marshlands improvements have been discussed in past years including creating natural areas, providing for trails, and educational components. The marshlands concepts are intended to be phased into the development of the joint use fire training facility as discussed in the feasibility study.

A joint work group comprised of the City Engineer, Maplewood Fire Chief, Oakdale Fire Chief, SEH project representative, and MnDOT staff has worked towards an acceptable layout for the site. The MnDOT representatives consist of personnel representing land management/right-of-way office, maintenance, and environmental. This group has met officially twice to ensure maintenance needs are met and the needs of the training facility and environmental component are met.

A Phase II Site Investigation Report was recently submitted to MnDOT for their review. Sampling and testing were completed in accordance with MnDOT-approved investigation work plan. Results of the investigation indicate the presence of some low level contamination that poses a negligible health risk for the planned use.

Diesel Range Organics (DRO) was found at levels below the MPCA and MDH guideline of 200 mg/kg, but above the MPCA Guideline of 10 mg/kg for unrestricted use. These levels mean that the soil can be reused anywhere within the site. MPCA is in the process of updating its Soil Use Guidelines document and it is possible that the revised levels would allow some of the soil to be removed from the site and reused at another site such as the Maplewood Dump site. *Cadmium and chromium were found at*

levels exceeding the Tier 1 (Residential) action level, but below the action levels for the planned site use. The City will utilize the \$450,000 Ramsey County ERF grant for remediation purposes of the site.

The East Metro Public Safety Training Facility will require several land use permits including a comprehensive land use designation (designate right-of-way to Government Land Use), zoning (zone right-of-way to planned unit development), conditional use permit, and design review.

There are two small wetlands located in the center of the site which were developed incidentally as a result of the activities associated with the grading and fill material completed by MnDOT in the 1970s. The incidental wetlands may be impacted by development of the site. The wetland delineation report for the site found the wetlands to be incidental, and as such the watershed district will remove them from their wetland maps and from their regulatory review. The City will also need to formally remove the incidental wetlands from its wetland map prior to development. The large wetland located to the north and west of the site is classified as a Manage B wetland and will be protected and enhanced as part of the project.

Please refer to the schedule for the land use review process.

The Marshlands will be one of Maplewood's key demonstration sites for sustainable landscape design and natural resources restoration. The concept includes four main components.

1. Sustainable landscaping. The site design and landscaping will use sustainable landscaping principles and include rain gardens, planted parking lot medians, drought-tolerant, low-maintenance plantings, and plantings designed to lessen building energy usage.
2. Natural area restoration. Portions of the site that are not developed will be restored to native prairie and woodland. Areas of wetland buffer will be enhanced.
3. Trail Connections. A rustic trail will connect the Marshlands site to Southwood Nature Preserve north of Holloway Avenue and to the Sterling Street Trail west of the site. Most of the trail will be on Ramsey County Open Space, with short segments through Hill-Murray land and the Marshlands.
4. Environmental Education. Maplewood Nature Center will schedule educational events at the site such as naturalist-led hikes. There is opportunity for some unique environmental programming in collaboration with firefighters.

At this point, Ramsey County Parks is not interested in building or maintaining a trail on the county open space, but they would give the city a trail easement across county land. Hill-Murray School is supportive of the trail connecting to Sterling Street Trail, across the northwest corner of their site. Other trail connection options are being explored as part of the plan.

Regarding the training facility; a steering committee has been formed made up of four area Fire Chief's, two from Ramsey County and two from Washington County; Tim Boehlke from Lake Johanna, Stu Glaser from Stillwater, Jeff Anderson from Oakdale and Steve Lukin from Maplewood. The steering committee will be directing the project until it is ready to open at which time the steering committee will turn all authority and responsibility over to the members of the JPA board. The committee continues with the development of a partnership with Century College to provide training programs and determine what role they will play regarding the ongoing operating expenses. In addition the committee continues to look at other possible partnerships and revenue streams. The committee met with Ramsey County police Chiefs Association, the Washington County Sheriff and the Ramsey County Sheriff for their input.

Over the course of the past six months 15 area fire department training officers have been meeting to plan and determine the needs of the training facility. At this time the type of props and their designs are being done in regards to a five-story burn tower and a two-story residential home with an attached two-car garage burn building. Each of these buildings will have the capability of utilizing both a Class A burn

which is done utilizing bales of hay and wooden pallets and the other is a class B burn utilizing props fueled by propane and fake smoke. The third structure to be built is a storage facility with the capability of doing training inside utilizing full-size vehicles and large training props. This building will also have a small classroom and will be able to accommodate other types of training for both police and fire year-round. The fourth structure on-site will be the training classroom building. This building will have a large 100 seat classroom, 2 to 3 breakout classrooms and a simulation lab training area. At this time the basement area of this building will be left open for future expansion. In the next few months a neighborhood meeting will be scheduled and we will be meeting with city of North St. Paul and Oakdale city councils to update them on the project.

Fire Chief, Steve Lukin, recently held an open-house style meeting with residents in the area of the proposed facility.

DISCUSSION

The project has been in the planning stages for several years and has previously been presented to and discussed with the City Council (March 23, 2009 and February 2, 2012), Environmental and Natural Resources Commission (November 16, 2009) and Planning Commission (November 17, 2009).

Maplewood's Fire Chief met with North St. Paul City Council on April 23, 2012, to give them an update on the project. A public Open House meeting was held on April 26, 2012, to provide an overview of the project to nearby residents in Maplewood, Oakdale and North St. Paul, and to receive input on the planned improvements prior to moving into the final design stages.

The proposed improvements can generally be broken down into the following components in the order of proposed construction over 2012-2013:

1. Public Utility Improvements (2012)
2. Soils and Environmental Clean-up Actions (2012)
3. MnDOT Site Improvements/Mass Grading (2012)
4. Training Center Improvements (2013)
5. Intersection Improvements (2013)
6. Marshlands Site Improvements (2013)

These improvements phased above will be let as separate bid packages as part of the overall Phase 1 improvements.

An agreement has been prepared to facilitate the transfer of the MnDOT property to the City less 6.2 acres which would be retained in fee title by the State for continued use of their maintenance operations. This agreement has been reviewed by both parties; however minor changes may be made in the coming weeks if deemed necessary by the Attorney.

Please refer to the attached exhibits for additional information.

BUDGET

The improvements are proposed to be financed through a combination of grant funds, City of Maplewood funds, funds paid by St. Paul Regional Water Services and MnDOT and special assessments to the benefiting property. For the special assessment, the City desires to have the opportunity to assess the JPA for a portion of the costs of the public utility improvements.

The City has a total estimated budget of \$4,335,000 for the Phase 1 work including a \$3,000,000 grant from the State of Minnesota to design and construct a significant portion of the proposed improvements and \$450,000 grant from the Ramsey County Environmental Response. The following is a summary of the proposed financing plan:

FUNDING		
ITEM	FUNDING SOURCE	AMOUNT
1	STATE BONDING BILL GRANT	\$3,000,000
2	RAMSEY CO ERF GRANT	\$450,000
3	CITY EUF FUND	\$250,000
4	CITY CIP FUND	\$250,000
5	EAST METRO JPA – SPECIAL ASSESSMENT	\$175,000
6	MNDOT/MSA STREET ACCOUNT	\$55,000
7	ST PAUL REGIONAL WATER SERVICES	\$55,000
8	SANITARY SEWER FUND	\$50,000
9	ST PAUL WAC FUND	\$50,000
TOTAL PHASE 1		\$4,335,000

RECOMMENDATION

It is recommended that the city council approve the attached resolution accepting the feasibility report, authorizing the preparation of plans and specifications, and calling for a public hearing for 7:00 p.m., Monday, June 25, 2012, for the East Metro Public Safety Training Facility, City Project 09-09.

It is further recommended that the city council adopt the resolution approving a Cooperative Agreement with MnDOT for the acquisition of the property on which the public safety training facility is to be located.

Attachments:

1. Resolutions
2. Executive Summary
3. Cooperative Agreement
4. Location Map
5. Site Layout
6. Project Phasing
7. Certificate of Survey
8. Turf Trail Concept

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

WHEREAS, a report has been prepared with reference to the improvement of the East Metro Public Safety Training Facility, City Project 09-09, and this report was received by the council on or before May 14, 2012, and

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

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

1. The council will consider the East Metro Public Safety Training Facility, City Project 09-09, in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$4,335,000 for Phase 1; and \$8,727,000 if future phases are considered.

2. The city engineer, or designated consultant engineer, is the engineer for this improvement and is hereby directed to prepare final plans and specifications for the making of said improvement.

3. The finance director is hereby authorized to make the financial transfers necessary for the preparation of plans and specifications. A proposed budget of \$4,335,000 shall be established. The proposed financing plan is as follows:

FUNDING		
ITEM	FUNDING SOURCE	AMOUNT
1	STATE BONDING BILL GRANT	\$3,000,000
2	RAMSEY CO ERF GRANT	\$450,000
3	CITY EUF FUND	\$250,000
4	CITY CIP FUND	\$250,000
5	EAST METRO JPA – SPECIAL ASSESSMENT	\$175,000
6	MNDOT/MSA STREET ACCOUNT	\$55,000
7	ST PAUL REGIONAL WATER SERVICES	\$55,000
8	SANITARY SEWER FUND	\$50,000
9	ST PAUL WAC FUND	\$50,000
TOTAL PHASE 1		\$4,335,000

4. A public hearing shall be held on such proposed improvement on the 25th day of June, 2012 in the council chambers of city hall at 7:00 p.m., and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Approved this 14th day of May 2012.

RESOLUTION
APPROVING COOPERATIVE AGREEMENT WITH MNDOT FOR
PROPERTY ACQUISITION

WHEREAS, under Minnesota Statutes Section 161.44, fee title to or an easement in all or part of the lands previously acquired in fee for trunk highways may be conveyed and quitclaimed for a public purpose to any political subdivision upon the terms and conditions as may be agreed upon between the Commissioner of Transportation and the political subdivision; and

WHEREAS, under Minnesota Statutes Section 471.64, a city may enter into a contract with any state agency to acquire property, including real property, from the state agency; and

WHEREAS, the City wishes to construct the East Metro Public Safety Training Facility on a portion of the approximately 20 acre site; and

WHEREAS, the approximately 14.3 acres the City wishes to obtain is for the East Metro Public Safety Training Facility and related Marshlands Environmental Enhancements, which is further identified in the feasibility study adopted by the City Council on May 14, 2012; and

WHEREAS, the State currently uses the Property for purposes of maintenance operations and wishes to retain approximately 6.2 acres of the site for such purpose; and

WHEREAS, the City and State have identified 6.2 acres to best accommodate the State needs; and

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

The City Council hereby approves the Cooperative Agreement with MnDOT for the acquisition of real Property in accordance with provisions in said Agreement. The City Council further authorizes the Mayor and City Manager to execute said Agreement.

Approved by the Maplewood City Council this 14th day of May 2012.

**FEASIBILITY REPORT
EAST METRO PUBLIC SAFETY TRAINING FACILITY
CITY PROJECT 09-09**

EXECUTIVE SUMMARY

Introduction

The City of Maplewood is currently planning for the first phase of improvements to a property that will consist of three primary uses: the East Metro Public Safety Training Center; the Marshlands environmental improvements; and continued MnDOT Operations. In order to accommodate the development plan, the City is planning to implement the necessary infrastructure improvements as City Project 09-09, East Metro Public Safety Training Center project.

The East Metro Public Safety Training Center project (Project / Training Center) is being created as a multi-jurisdictional partnership between a number of local fire departments and public safety organizations. The Training Center will be built to serve the training needs of local fire departments, police and emergency management agencies, as well as training organizations including Century College. The Training Center will be built on a 20.51-acre parcel that is currently owned by MnDOT and located immediately west of the intersection of Trunk Highway 120 and CSAH 5.

The project will be completed in phases. Phase 1 will include a burn building; a training and tactical building for prop storage, simulations and setup; hydrant/hose relay facilities and a fire equipment driver training areas. Future phases of the Training Center improvements will include a classroom training building; and a training and burn tower that can also be used for repelling and burn training. As more detailed plans are developed for the Phase 1 improvements and cost estimates are refined, the Phase 1 project may include all or a portion of the training tower building if adequate funding is available.

The City of Maplewood is working through the process of acquiring the property from MnDOT. One of the conditions MnDOT has placed on the transfer is that the property be used for a public use(s) and that MnDOT is able to maintain use of at least 5 acres for their ongoing operations (primarily soil stockpiling and snow storage) until they are able to find an alternative location for these operations.

As part of the Marshland environmental enhancement concepts, trail connections adjacent to and within the property area also planned so that the environmental enhancements surrounding the Training Center can be more easily accessed by the general public and available for educational programs.

Estimated Costs

Phase 1 improvement cost estimates are summarized in the following table. An estimated cost of the future phases and the total project costs are also provided. The costs listed include a 10% construction cost contingency and a 26% allowance for indirect costs such as engineering, administrative, and legal items.

PHASE 1

ITEM	DESCRIPTION	ESTIMATED COST
2.A	TRAINING CENTER IMPROVEMENTS - PHASE 1	\$2,811,000
2.B	MNDOT SITE IMPROVEMENTS	\$-
2.C1	PUBLIC UTILITY IMPROVEMENTS - WATER MAIN TO SITE	\$333,000
2.C	PUBLIC UTILITY IMPROVEMENTS - WATER MAIN LOOP	\$55,000
2.C2	PUBLIC UTILITY IMPROVEMENTS - SANITARY SEWER	\$77,000
2.D1	REVISED SIGNAL SYSTEM AT INTERSECTION OF TH120 / TH5	\$293,000
2.D	INTERCONNECT (FIBER) TO TH5 / GRANADA	\$53,000
2.E	SOILS AND ENVIRONMENTAL CLEAN-UP ACTIONS	\$450,000
2.F	MARSHLANDS SITE IMPROVEMENTS	\$263,000
TOTAL PHASE 1		\$4,335,000

FUTURE PHASES

ITEM	DESCRIPTION	ESTIMATED COST
A	TRAINING CENTER IMPROVEMENTS - FUTURE PHASES	\$4,284,000

TOTAL PROJECT WITH FUTURE PHASES \$8,727,000

Method of Financing

The improvements are proposed to be financed through a combination of grant funds, City of Maplewood funds, funds paid by St. Paul Regional Water Services and MnDOT and special assessments to the benefiting property. For the special assessment, the City desires to have the opportunity to assess the JPA for a portion of the costs of the public utility improvements.

The City has a total estimated budget of \$4,335,000 for the Phase 1 work including a \$3,000,000 grant from the State of Minnesota to design and construct a significant portion of the proposed improvements and \$450,000 grant from the Ramsey County Environmental Response. The following is a summary of the proposed financing plan for the planned improvements, excluding these additional funds:

FUNDING

ITEM	FUNDING SOURCE	AMOUNT
1	STATE BONDING BILL GRANT	\$3,000,000
2	RAMSEY CO ERF GRANT	\$450,000
3	CITY EUF FUND	\$250,000
4	CITY CIP FUND	\$250,000
5	EAST METRO JPA – SPECIAL ASSESSMENT	\$175,000
6	MNDOT/MSA STREET ACCOUNT	\$55,000
7	ST PAUL REGIONAL WATER SERVICES	\$55,000
8	SANITARY SEWER FUND	\$50,000
9	ST PAUL WAC FUND	\$50,000
TOTAL PHASE 1		\$4,335,000

Project Schedule

The following is a preliminary schedule for the implementation of the proposed improvements if the City Council elects to proceed.

City Council Accepts Feasibility Report, Calls Public Hearing, Authorizes Preparation of Plans & Specs and Authorizes Acquisition of Right-of-Way/Easements	May 14, 2012
Environmental and Natural Resources Commission (Wetland Map Change, Marshlands Concepts)	May 21, 2012
Community Design Review Board (Design Review, Marshlands Concepts)	May 22, 2012
Planning Commission – Public Hearing (Land Use Designation Change, Zoning, CUP, Wetland Map Change, Marshlands Concepts)	June 5, 2012
City Council - Public Hearing Phase 1 Feasibility Study	June 25, 2012
City Council - Approval of Land Use Designation Change, Zoning, CUP, Wetland Map Change, Marshlands Concepts	June 25, 2012
<u>Bid Package 1</u>	
City Council Approves Bid Package #1 Plans & Specs and Authorizes Ad for Bids	June 25, 2012
Bid Package #1 Construction Starts	July 30, 2012
Bid Package #1 Construction Complete	October 2012
<u>Bid Package 2</u>	
City Council Approves Bid Package #2 Plans & Specs and Authorizes Ad for Bids.	July 9, 2011
Bid Package #2 Construction Starts	September 4, 2012
Bid Package #2 Construction Complete	November 2012
<u>Bid Package 3</u>	
City Council Approves Bid Package #3 Plans & Specs and Authorizes Ad for Bids	Early 2013
Bid Package #3 Construction Starts	May 2013
Bid Package #3 Construction Complete	September 2013

Summary

Based upon the analysis completed as a part of this report, the proposed East Metro Public Safety Training Center Improvements, City Project 09-09, are feasible, necessary, and cost effective.

MnDOT Agreement Number _____

**COOPERATIVE
AGREEMENT BETWEEN
CITY OF MAPLEWOOD
AND
MINNESOTA DEPARTMENT OF TRANSPORTATION
FOR
TH 5 / TH 120 PROPERTY**

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the State of Minnesota, acting through its Commissioner of Transportation (State) and the City of Maplewood acting through its City Council (City).

Background Recitals

WHEREAS, under Minnesota Statutes Section 161.44, fee title to or an easement in all or part of the lands previously acquired in fee for trunk highways may be conveyed and quitclaimed for a public purpose to any political subdivision upon the terms and conditions as may be agreed upon between the Commissioner of Transportation and the political subdivision; and

WHEREAS, under Minnesota Statutes Section 471.64, a city may enter into a contract with any state agency to acquire property, including real property, from the state agency.; and

WHEREAS, the State owns approximately 20 acres of land currently designated as right-of-way and located in the area west of the intersection of TH 5 / TH 120. The property is officially described as shown in Exhibit A. Exhibit B illustrates the site ownership following execution of this Agreement; and

WHEREAS, the State originally acquired the approximately 20 acres of land for purposes of a planned Interchange; and

WHEREAS, an interchange is no longer identified for this area; and

WHEREAS, the City wishes to construct the East Metro Fire Training Facility on a portion of the approximately 20 acre site; and

WHEREAS, Minnesota Laws 2011, 1st Special Session, Chapter 12 (Special Session Bonding Bill), Section 12, Subdivision 3, allocated \$3,000,000 to the City of Maplewood for the purposes of preparing the Property (including environmental work), completing pre-design and design work for the facility and constructing the East Metro Regional Public Safety Training Facility; and

MnDOT Agreement Number _____

WHEREAS, the State currently uses the Property for purposes of maintenance operations and wishes to retain approximately 6.2 acres of the site for such purpose; and

WHEREAS, the City and State have identified 6.2 acres to best accommodate the State needs; and

WHEREAS, in 2002 the Property was appraised at \$1,450,000; and

WHEREAS, the City intends to make a significant investment into the 6.2 acres identified to be retained by the State in lieu of cash payment for the acquisition of the remaining property from the State; and

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

1. Term of Agreement

This agreement will be effective upon execution and approval by the appropriate City and State officials pursuant to Minnesota law and will remain in effect until all obligations hereunder are performed, or until terminated by agreement of the parties.

2. Authorized Representative

2.1 State's authorized representative for purposes of administering this Agreement is _____, 1500 W Co Rd B2, Roseville, MN 55113, 651-XXX-XXX, or his/her successor.

2.2 City's authorized representative for purposes of administering this Agreement is Michael Thompson, City Engineer, 1902 County Rd B East, Maplewood, MN 1109, 651-249-2400, or his successor.

3. Agreement between the Parties

3.1 **Identification of Property:** The property to be conveyed to the City by the State is described in Exhibit A, however, the State will retain approximately 6.2 acres of such property, as depicted on Exhibit B. The portion of the site to be conveyed to the City is referred to herein as the "Fire Center Property", and the portion of the site to be retained by the State is referred to as the "State Retained Property". Exhibits A and B are attached to this Agreement and made part of this Agreement.

3.2 **Purpose of Conveyance:** The City intends to use the Fire Center Property for purposes of constructing and operating an East Metro Fire Training Facility.

3.3 **Method of Conveyance:** The State will perform all acts reasonably necessary to convey the Fire Center Property to the City. The State will convey the Property by quitclaim deed. The State will have the right to

MnDOT Agreement Number _____

include in such deed a reversionary clause, providing for title to the Property to revert back to the State if not used for its intended purpose. The deed will be prepared by the State and must be approved by the Director of the State's Office of Land Management. The City will be responsible for recording the deed and for paying any deed tax and recording fees.

- 3.4 Compensation; **Betterments:** The parties agree that there will be no payment from the City to the State for the conveyance of the Fire Center Property. The City shall provide in kind betterments to the 6.2 acres of State Retained Property in lieu of cash payment for such conveyance. These betterments include:
- a. The City will complete necessary signal improvements at the intersection of TH120 and TH 5. Plans and specifications for such signal improvements are subject to the State's approval, and must provide for the incorporation of pedestrian facilities that comply with the requirements of the Americans with Disabilities Act.
 - b. The City has completed an extensive environmental investigation of the site including soil and groundwater sampling and testing, preparation of a Response Action Plan and Construction Contingency Plan and collected data to support obtaining a no-association letter for the site relative to the adjacent landfill to the east. The City will complete clean-up activities of the contaminated soils on the site, including both the Fire Center Property and the State Retained Property.
 - c. The City will import fill and complete grading of the site, including both the Fire Center Property and the State Retained Property. Site grading plans will be subject to the State's approval.
 - d. The City will construct a new access road into the site extending from the planned intersection improvements. The City will provide a gated access from the entry road into State Retained Property. The City will grant the State, at no cost to the State, an access easement over the entry drive to allow ongoing access to the State Retained Property.
 - e. The City will construct a vegetated berm along TH120 to provide a visual barrier from TH120 traffic of the State Retained Property.
 - f. The City will create a 75 to 100 foot buffer along the north border of the property and complete restoration work on degraded wetland areas and open spaces in the western portions of the property.
 - g. The City will install stormwater drainage systems and treatment facilities on the State Retained Property as needed to manage

MnDOT Agreement Number _____

stormwater on the State Retained Property. Plans for drainage and treatment facilities are subject to approval by the State.

- h. The City will extend utilities (water, sewer, electric, gas, communications) to the Fire Center Property and State Retained Property. The City will obtain a utility permit for a portion of the State Retained Property to connect utilities to the south. These utilities have direct benefit to the State Retained Property.

3.5 **Interim Use Permission:** After the execution of this Agreement, the State will issue a permit allowing the City to perform betterments to the Fire Center Property and State Retained Property with the understanding the land transfer will proceed. This will allow a con quitclaim deed to convey the Fire Center Property to the City.

3.6 **As Is.** The City agrees to accept the conveyance of the Property “as is” and will not call upon the State to make any corrections or remediation. The State makes no warranty, express or implied, as to the suitability of the Fire Center Property for its intended use. The City has been afforded the opportunity to perform environmental and geophysical tests at the site.

4. **Liability**

a. Generally. The City will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from the performance or non-performance of this Agreement by the City or the City’s agents or employees. This clause will not be construed to bar any legal remedies the City may have for the State’s failure to fulfill its obligations under this Agreement. Prior to authorizing any contractor to work on the State Retained Property (or the Fire Center Property prior to its conveyance to the City), the City will ensure that such contractor is licensed, responsible, carries adequate property, liability, and workers compensation insurance, and provides payment and performance bonds covering the work to be performed. Nothing in this Agreement will be construed to make the State a partner, co-principal, or joint venturer with the City in connection with the construction, operation, or maintenance of the East Metro Fire Training Facility.

b. Environmental. The City is advised that environmental testing has detected the presence of hazardous materials, pollutants, or contaminants on the site. The City agrees it is taking the Fire Center Property “As Is” with all defects, including known and unknown environmental defects. The City will indemnify, save and hold the State harmless against all any and all claims arising from the existence of any environmental conditions on the site, and from the release or threatened release of any hazardous substance, pollutant, or contaminant by the City or its contractor(s) while working on either the Fire Center Property or the State Retained Property. The City’s indemnity obligations includes, but is not limited to, fines levied by regulatory agencies, and reasonable attorney fees incurred by the State to defend environmental claims and actions. The City acknowledges that it has agreed to accept this risk and liability as part of

MnDOT Agreement Number _____

receiving the Fire Center Property without making a monetary payment directly to the State.

5. Audit

Under Minnesota Statutes 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of State and City relevant to this Agreement are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

6. Termination

This agreement may be terminated only by mutual agreement of the parties.

7. Governing Terms

7.1 **Assignment:** Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 **Amendments:** Any amendment(s) to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed the original agreement, or their successors in office.

7.3 **Waiver:** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it.

7.4 **Agreement Complete.** This Agreement contains all prior negotiations and agreements between the parties concerning the subject matter hereof. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5 **No Third Party Beneficiaries.** The parties specifically intend that no third party, including any person or contractor performing work on the State Retained Property, is to be considered a third-party beneficiary of this Agreement.

8. Data Practices Act

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data created and received by a party pursuant to this Agreement.

MnDOT Agreement Number _____

Minnesota Department of Transportation

Recommended for Approval:

By: _____

Title: Metro District Engineer

Date: _____

**State of Minnesota - Approved By:
Commissioner of Transportation**

Commissioner of Administration

By: _____
Director, Office of Land Management

By: _____
Title: _____

Date: _____

Date: _____

SIGNATURES OF CITY:

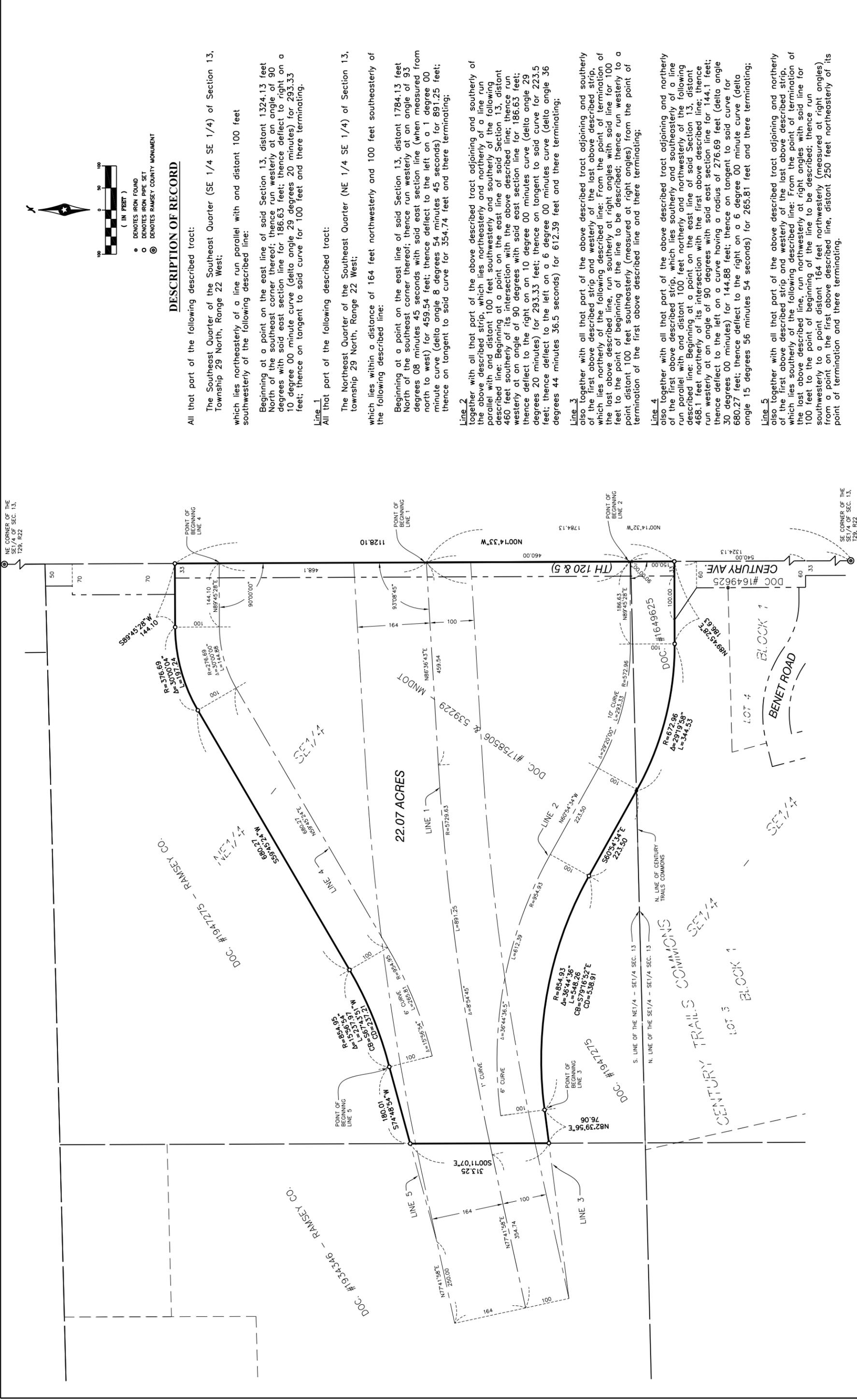
Mayor

City Manager

Date: _____

Date: _____

NO.	BY	DATE	REVISIONS



DESCRIPTION OF RECORD

All that part of the following described tract:

The Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 13, Township 29 North, Range 22 West;

which lies northeasterly of a line run parallel with and distant 100 feet southwesterly of the following described line:

Beginning at a point on the east line of said Section 13, distant 1324.13 feet North of the southeast corner thereof; thence run westerly at an angle of 90 degrees with said east section line for 186.63 feet; thence deflect to right on a 10 degree 00 minute curve (delta angle 29 degrees 20 minutes) for 293.33 feet; thence on tangent to said curve for 100 feet and there terminating.

Line 1
All that part of the following described tract:

The Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 13, Township 29 North, Range 22 West;

which lies within a distance of 164 feet northwesterly and 100 feet southeasterly of the following described line:

Beginning at a point on the east line of said Section 13, distant 1784.13 feet North of the southeast corner thereof; thence run westerly at an angle of 93 degrees 08 minutes 45 seconds with said east section line (when measured from north to west) for 459.54 feet; thence deflect to the left on a 1 degree 00 minute curve (delta angle 8 degrees 54 minutes 45 seconds) for 891.25 feet; thence on tangent to said curve for 354.74 feet and there terminating.

Line 2

together with all that part of the above described tract adjoining and southerly of the above described strip, which lies northeasterly and northerly of a line run parallel with and distant 100 feet southwesterly and southerly of the following described line: Beginning at a point on the east line of said Section 13, distant 460 feet southerly of its intersection with the above described line; thence run westerly at an angle of 90 degrees with said east section line for 186.63 feet; thence deflect to the right on an 10 degree 00 minutes curve (delta angle 29 degrees 20 minutes) for 293.33 feet; thence on tangent to said curve for 223.5 feet; thence deflect to the left on a 6 degree 00 minutes curve (delta angle 36 degrees 44 minutes 36.5 seconds) for 612.39 feet and there terminating;

Line 3

also together with all that part of the above described tract adjoining and southerly of the first above described strip and westerly of the last above described strip, which lies northerly of the following described line: From the point of termination of the last above described line, run southerly at right angles with said line for 100 feet to the point of beginning of the line to be described; thence run westerly to a point distant 100 feet southeasterly (measured at right angles) from the point of termination of the first above described line and there terminating;

Line 4

also together with all that part of the above described tract adjoining and northerly of the first above described strip, which lies southerly and southeasterly of a line run parallel with and distant 100 feet northerly and northwesterly of the following described line: Beginning at a point on the east line of said Section 13, distant 468.1 feet northerly of its intersection with the first above described line; thence run westerly at an angle of 90 degrees with said east section line for 144.1 feet; thence deflect to the left on a curve having a radius of 276.69 feet (delta angle 30 degrees 00 minutes) for 144.88 feet; thence on tangent to said curve for 680.27 feet; thence deflect to the right on a 6 degree 00 minute curve (delta angle 15 degrees 56 minutes 54 seconds) for 265.81 feet and there terminating;

Line 5

also together with all that part of the above described tract adjoining and northerly of the first above described strip and westerly of the last above described strip, which lies southerly of the following described line: From the point of termination of the last above described line, run northwesterly at right angles with said line for 100 feet to the point of beginning of the line to be described; thence run southwesterly to a point distant 164 feet northwesterly (measured at right angles) from a point on the first above described line, distant 250 feet northeasterly of its point of termination and there terminating.

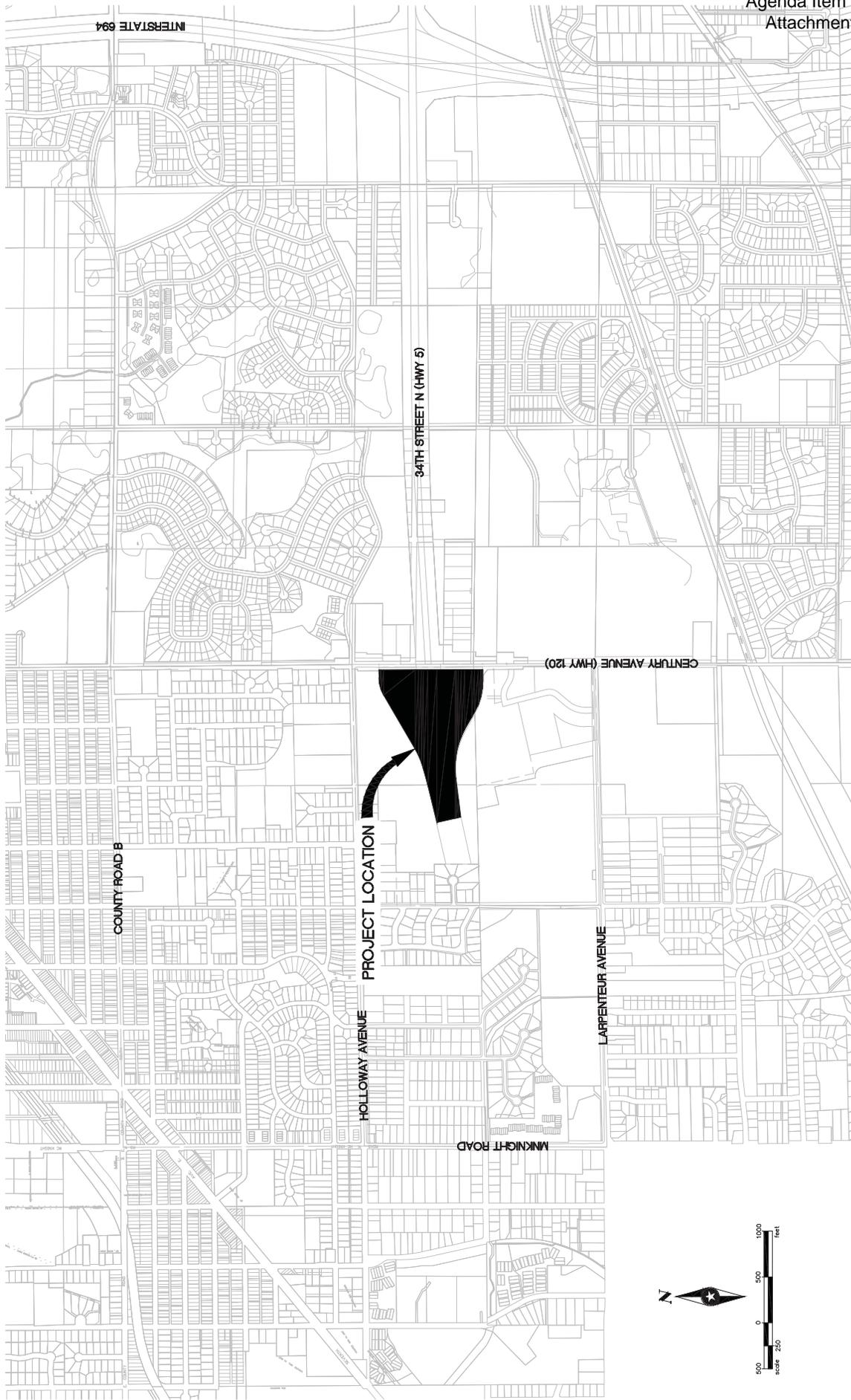
NE CORNER OF THE SE1/4 OF SEC. 13, T29N, R22W

SE CORNER OF THE SE1/4 OF SEC. 13, T29N, R22W

LOCATION MAP
EAST METRO PUBLIC SAFETY TRAINING CENTER
MAPLEWOOD, MINNESOTA

FILE NO.
117956
DATE:
05/01/12

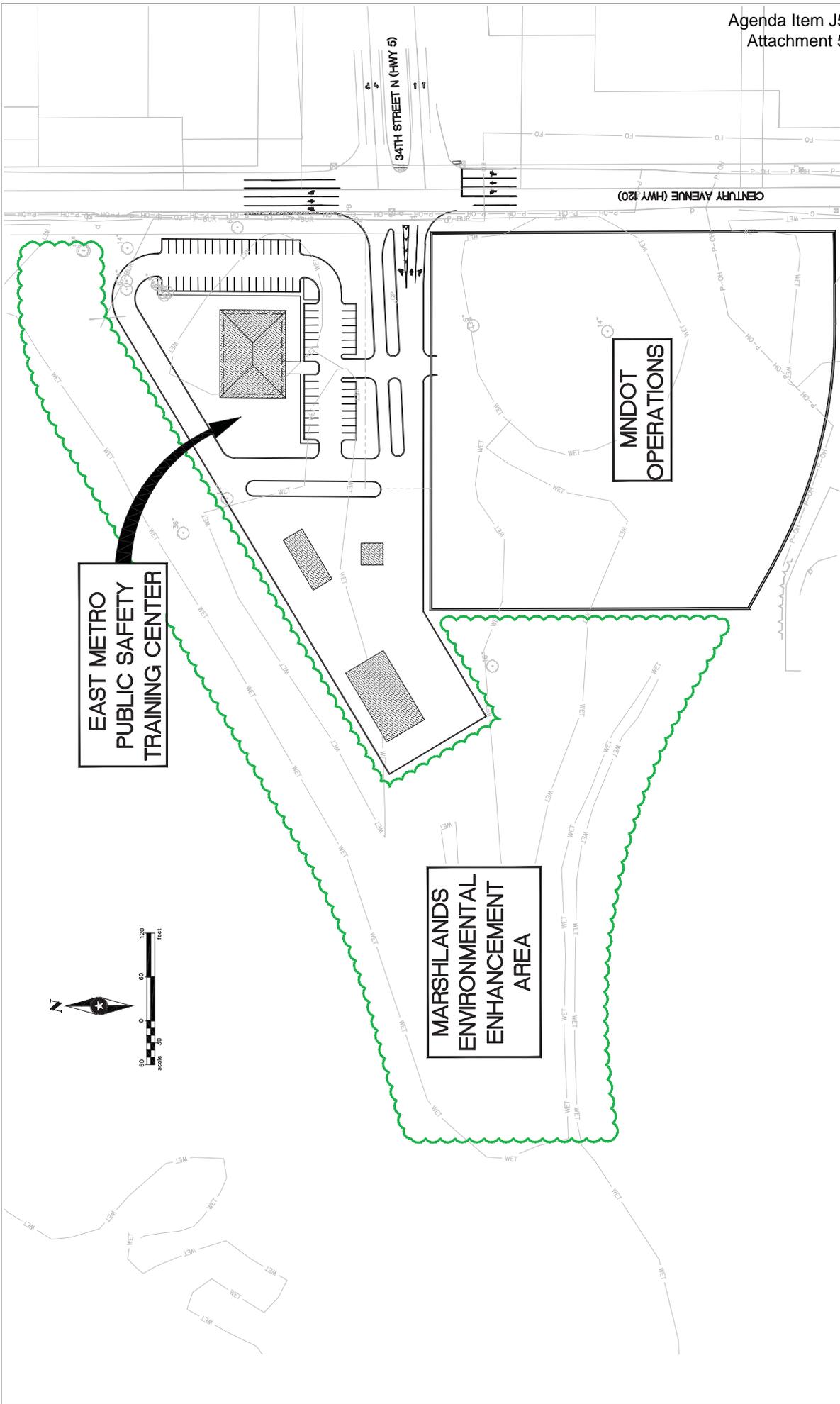
PHONE / 651-499-2000
5535 VADNAS CENTER DR.
ST. PAUL, MN 55110-5196
www.sehinc.com



SITE LAYOUT
EAST METRO PUBLIC SAFETY TRAINING CENTER
MAPLEWOOD, MINNESOTA

FILE NO.
117956
DATE:
05/01/12

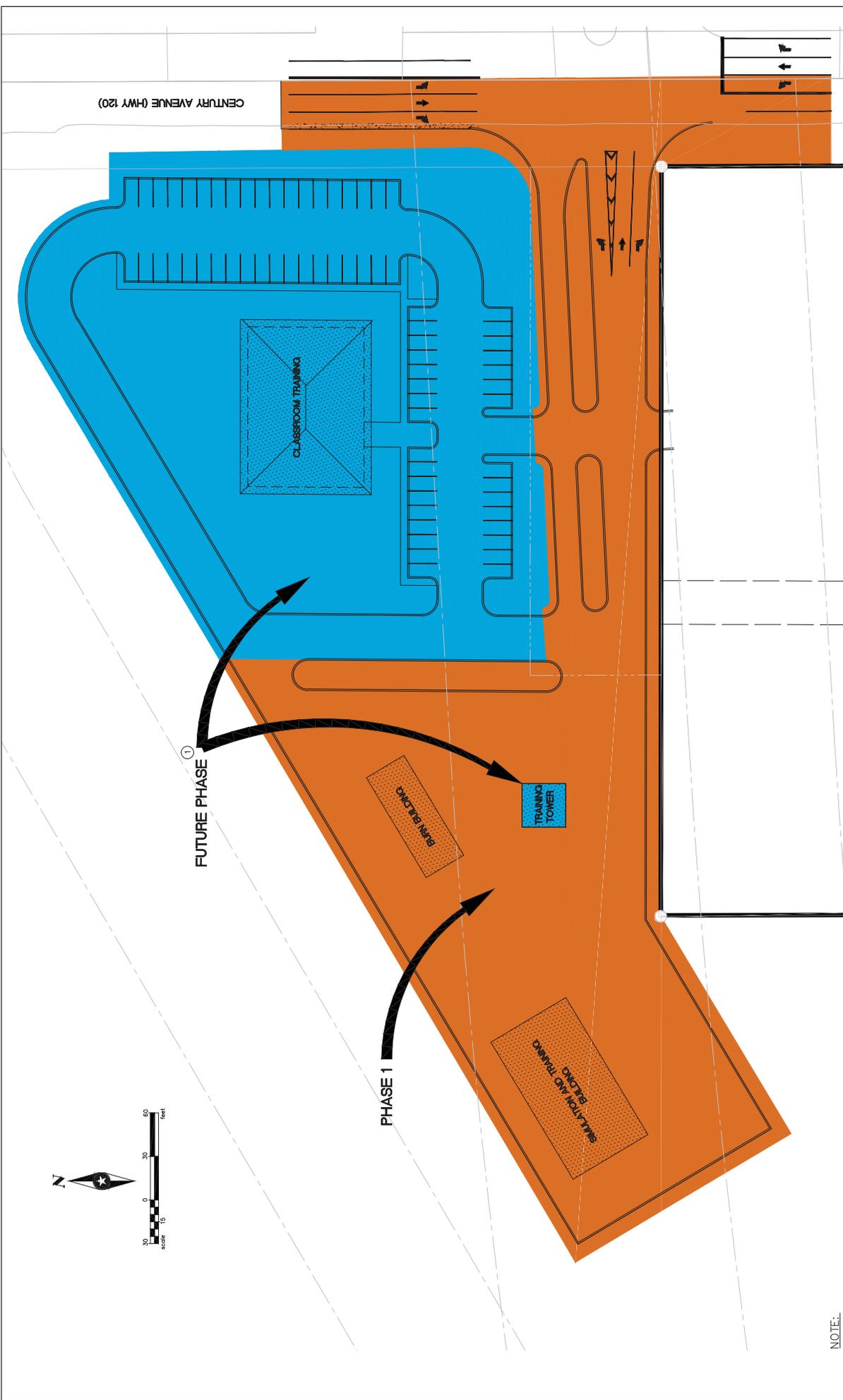
PHONE: 651.490.2000
555 MADRID CENTER DR.
ST. PAUL, MN 55110-5196
www.sehinc.com



SITE PHASING
EAST METRO PUBLIC SAFETY TRAINING CENTER
MAPLEWOOD, MINNESOTA

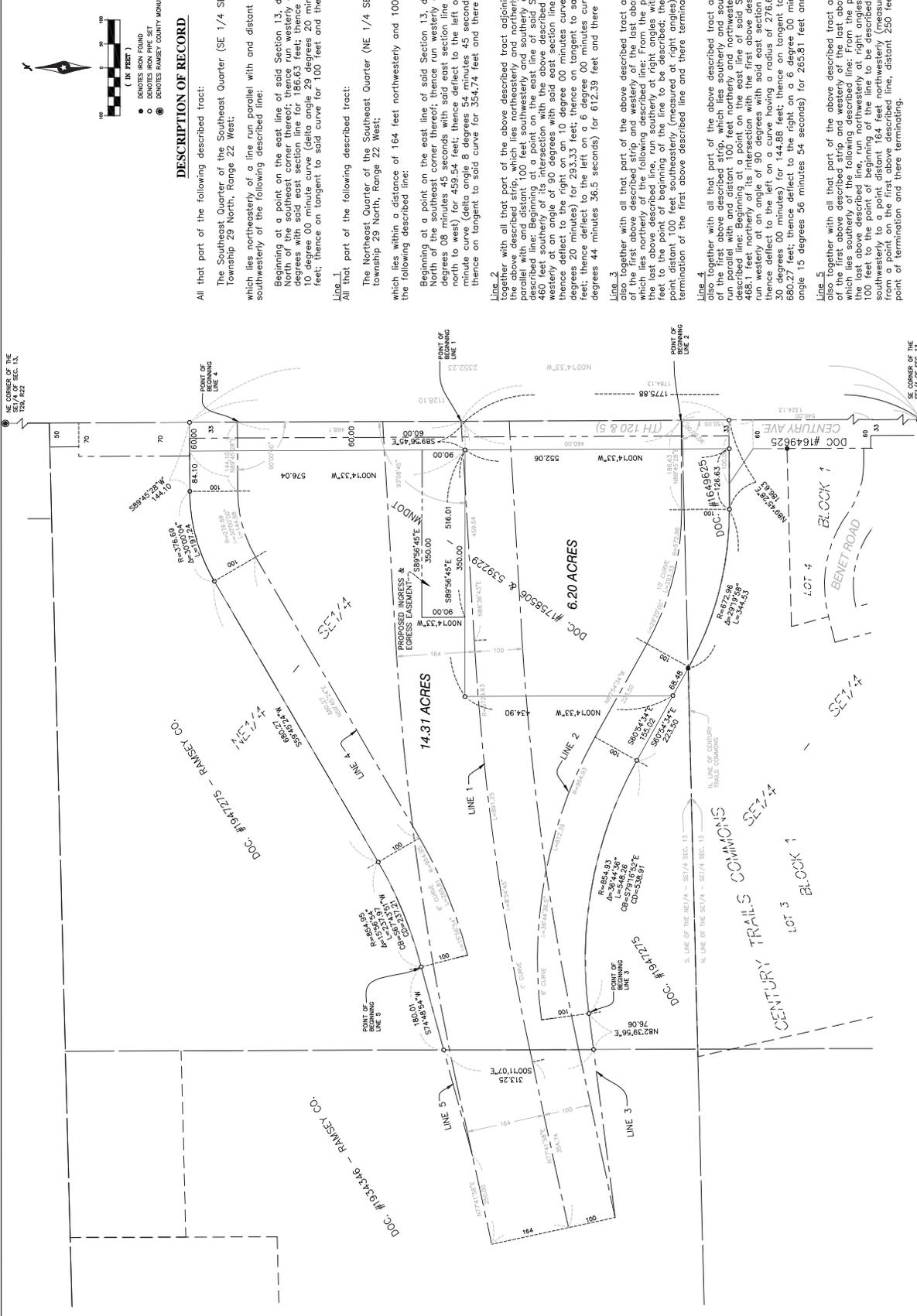
FILE NO. 117956
DATE: 05/01/12

PHONE: 651.489.2000
555 MADISON CENTER DR
ST. PAUL, MN 55110-5196
www.sehinc.com



NOTE:
① ALL OR PART OF TRAINING TOWER MAY BE COMPLETED AS PART OF PHASE 1 IF BUDGET ALLOWS.

S:\KOM\Maple\117956\4-prelim-dgn-prnt\Exhibit\Exhibit 3 - Site Phasing.dwg 5/7/2012 1:12 PM obono



DESCRIPTION OF RECORD

All that part of the following described tract:
The Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 13, Township 29 North, Range 22 West,
which lies northeasterly of a line run parallel with and distant 100 feet southwesterly of the following described line:
Beginning at a point on the east line of said Section 13, distant 1324.13 feet North of the southeast corner thereof; thence run westerly at an angle of 90 degrees with said east section line for 186.63 feet; thence deflect to right on a 10 degree 00 minute curve (delta angle 29 degrees 20 minutes) for 293.33 feet; thence on tangent to said curve for 100 feet and there terminating.

Line 1
All that part of the following described tract:
The Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 13, Township 29 North, Range 22 West;
which lies within a distance of 164 feet northwesterly and 100 feet southeasterly of the following described line:
Beginning at a point on the east line of said Section 13, distant 1784.13 feet North of the southeast corner thereof; thence run westerly at an angle of 93 degrees 08 minutes 45 seconds with said east section line (when measured from north to west) for 438.54 feet; thence deflect to the left on a 9 degree 00 minute curve (delta angle 8 degrees 00 minutes) for 891.25 feet; thence on tangent to said curve for 354.74 feet and there terminating.

Line 2
All that part of the following described tract adjoining and southerly of the above described strip, which lies northeasterly and northerly of a line run parallel with and distant 100 feet southwesterly and southerly of the following described line: Beginning at a point on the east line of said Section 13, distant 480 feet southerly of its intersection with the above described line; thence run southerly for 100 feet; thence deflect to the right on a 10 degree 00 minutes curve (delta angle 29 degrees 20 minutes) for 293.33 feet; thence on tangent to said curve for 223.5 feet; thence deflect to the left on a 6 degree 00 minutes curve (delta angle 36 degrees 44 minutes 36.5 seconds) for 612.39 feet and there terminating;

Line 3
All that part of the above described tract adjoining and southerly of the first above described strip and westerly of the last above described strip, which lies northerly of the following described line: From the point of termination of the above described strip, northerly of the beginning of the last above described strip, the point of beginning of the line to be described; thence run westerly to a point distant 100 feet southeasterly (measured at right angles) from the point of termination of the first above described line and there terminating;

Line 4
All that part of the above described tract adjoining and northerly of the first above described strip, which lies southerly and southeasterly of a line run parallel with and distant 100 feet northerly and northwesterly of the following described line: Beginning at a point on the east line of said Section 13, distant 100 feet southerly of its intersection with the above described line; thence run westerly at an angle of 90 degrees with said east section line for 144.1 feet; thence deflect to the left on a curve having a radius of 276.69 feet (delta angle 30 degrees 00 minutes) for 144.88 feet; thence on tangent to said curve for 660.27 feet; thence deflect to the right on a 6 degree 00 minute curve (delta angle 15 degrees 56 minutes 54 seconds) for 265.81 feet and there terminating;

Line 5
All that part of the above described tract adjoining and northerly of the first above described strip and westerly of the last above described strip, which lies northerly of the following described line: From the point of termination of the last above described line, northerly of the beginning of the last above described strip, the point of beginning of the line to be described; thence run southwesterly to a point distant 164 feet northwesterly (measured at right angles) from a point on the first above described line, distant 250 feet northeasterly of its point of termination and there terminating.



AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Dep. Public Works Director
 Steven Love, Assistant City Engineer
SUBJECT: **Gladstone Area Redevelopment Improvements – Phase 1: Bid Package 2, Project 04-21, Resolution Receiving Bids and Awarding Construction Contract**
DATE: May 7, 2012

INTRODUCTION

The Gladstone Area Redevelopment Improvements – Phase 1 is being let as two separate contracts. The first contract, Bid Package 1, was awarded to Lunda Construction and is currently underway. The City Council authorized the advertisement for bids for the second contract, Bid Package 2, at the Council meeting on March 26, 2012. The bids were received and opened on May 4, 2012. The council will consider awarding a construction contract for Bid Package 2.

BACKGROUND / DISCUSSION

The City of Maplewood guided the Gladstone Area through an extensive process in developing the concepts for the Gladstone Area Redevelopment Improvements.

The Gladstone Redevelopment Area is generally described as the area surrounding Frost Avenue between Highway 61 to Hazelwood Street. A Master Plan document and Alternative Urban Areawide Review (AUAR) were completed for the neighborhood detailing the proposed development concepts that helped guide the proposed improvements. In addition a master plan was recently adopted for the Savanna area.

The final plans and specifications for Phase 1 (Bid Package 1) were approved and the advertisement for bids was authorized at the April 25, 2011 council meeting.

The bid opening for Phase 1 (Bid Package 1) was held at 10:00 am on June 2, 2011. The council awarded the contract to Lunda Construction Company at the June 27, 2011 council meeting. The City Council has approved two change orders to the Phase 1 (Bid Package 1) portion of the project which increased the construction contract amount by \$22,517.49 from \$3,529,950.25 to \$3,552,467.74.

The final plans and specifications for Phase 1 (Bid Package 2) were approved and advertisement for bid was authorized by the council at the March 26, 2012 meeting. The bid opening for Phase 1 (Bid Package 2) was held at 11:00 am on May 4, 2012.

As previously stated, the redevelopment improvements for Phase 1 are currently broken into two bid packages. The following is a summary of what is entailed within the two bid packages:

Bid Package #1 (2011 Construction)

- Street Improvements
- Frost Avenue Bridge Replacements
- Historic Marker Rest Stop Improvements

- Grading for Trail and Sidewalk Improvements
- Public Utility Improvements
- Storm Water and Wetland Improvements

Bid Package #2 (2012 Construction)

- Overhead Utility Burial
- Paving for Trails and Sidewalks
- Street Lighting
- Landscape and Urban Design Improvements
- Additional Trail Segments in Flicek Park
- Savanna Improvements
 - Trails
 - Soil Remediation
 - Storm Water Improvements

AWARD OF CONSTRUCTION CONTRACT BID PACKAGE 2

Four valid bids were received and tabulated. The bid form included a base bid and two bid alternates. A summary of the bids are shown on the following page. All bids have been checked and tabulated for accuracy. The engineer's estimate of probable construction cost has been provided in the bottom row of the tabulation for comparison.

Base Bid

The scope of work for the base bid includes the construction of trail and walk segments, the installation of street lights, and landscaping along Frost Avenue. The base bid also includes the construction of trail segments within Flicek Park. Improvements to the Savanna area, including construction of the proposed trail system, soil remediation, site grading, storm water improvements, and retaining walls are also included in the base bid.

Base bids ranged from \$946,025.85 to \$1.2 million. Engineering staff estimated a probable base construction cost of \$1,116,634.00. The apparent low base bid (without considering bid alternates) came from Frattalone Construction Companies in the amount of \$946,025.85, which is approximately 15% lower than the estimate. The second lowest base bid came from Arnt Construction Company in the amount of \$961,648.60, which is approximately 13.9% lower than the estimate.

A recommendation of the overall bid award is given in the "Analysis of Bids" section of this report.

Bid Alternate #1 – Ribbon Curb – Trail D Only

Bid Alternate #1 includes additional excavation, aggregate base, and concrete to line both sides of "Trail D", the main trail entrance at the northeast corner of the Savanna, with concrete ribbon curb. This bid alternate will create a formal entrance into the Savanna site along with added benefit of extending the life of the trail by preventing the trail edge from "sloughing" or breaking apart.

Bid Alternate #1 bids, between the two lowest bidders, ranged from \$11,837.20 to \$13,494.25. Engineering staff estimated a probable construction cost of \$22,769.00. The lowest bid came from Arnt Construction Company in the amount of \$11,837.20, which is approximately 48% lower than the estimate. The second lowest bid came from Frattalone Construction Companies in the amount of \$13,494.25, which is approximately 40.7% lower than the estimate.

Staff recommends awarding Bid Alternate #1. Further discussion and recommendations for the overall bid award is given in the “Analysis of Bids” section of this report.

Bid Alternate #2 – Haul and Stockpile Excess Material to Off-Site Location

Bid Alternate #2 includes the option to haul and stockpile clean material, designated by the engineer, to off site locations. Bid Alternate #2 was developed to give the City the opportunity to realize a cost savings by using the excess material at one or two nearby ongoing City projects that have a need to import soil. These projects include the East Metro Public Safety Training Center and the Maplewood Dump site.

Bid Alternate #2 ranged from \$16,700.80 to \$70,978.40. Engineering staff estimated a probable base construction cost of \$62,628.00. The lowest bid came from Arnt Construction Company in the amount of \$16,700.80, which is approximately 73.3% lower than the estimate. The second lowest bid came from Frattalone Construction Companies in the amount of \$70,978.40, which is approximately 13.3% higher than the estimate.

A cost-benefit analysis of awarding Bid Alternate #2 utilizing Arnt Construction Company’s bid price shows that awarding Bid Alternate #2 results in a potential cost savings of approximately \$176,000 when compared to completing the three projects independently.

Staff recommends awarding Bid Alternate #2. Further discussion and recommendations for the overall bid award is given in the “Analysis of Bids” section of this report.

Analysis of Bids

The Engineer’s Estimate for the Base Bid + All Bid Alternates is \$1,202,031.00. Based on the recommendation of awarding Bid Alternates 1 & 2 the lowest total bid, Base Bid + All Bid Alternates, from Arnt Construction Company of \$990,186.60 is approximately 17.6% less than the engineer’s estimate. The prices reflect the ongoing competitive bidding climate within the highway-heavy construction sector.

CITY PROJECT 11-15 BID TABULATION				
Bidder Name	Base Bid	Bid Alt #1	Bid Alt #2	Total Bid
Arnt Construction Co.	\$961,648.60	\$11,837.20	\$16,700.80	\$990,186.60
Frattalone Companies	\$946,025.85	\$13,494.25	\$70,978.40	\$1,030,498.50
Forest Lake Contracting	\$969,604.80	\$11,648.00	\$83,504.00	\$1,064,756.80
T.A. Schifsky & Sons	\$1,203,804.16	\$12,837.00	\$0.00	\$1,216,641.16
Engineer's Estimate	\$1,116,634.00	\$22,769.00	\$62,628.00	\$1,202,031.00

Based on the recommendations above, staff believes that it is in the best interest of the city to award the construction contract based on the bids for the contract work plus Bid Alternates 1 and 2 to Arnt Construction Co. The City has not worked extensively with Arnt in the past; however they were a subcontractor on the recently completed Rice/36 Interchange Project in which Maplewood was a part.

BUDGET

The current approved budget for the project is \$7,678,300. This accounts for the construction cost and indirect costs. The approved construction contract for Phase 1 (Bid Package 1), including all Change Orders, totals \$3,552,467.74. The proposed construction contract for Phase 1 (Bid Package 2), including all Bid Alternatives, is \$990,186.60. The total construction contract costs, Phase 1 (Bid Package 1) + Phase 1 (bid Package 2), is \$4,542,654.34. Assuming 31.5% for indirect costs, the anticipated total project cost for both Bid Packages is \$5,973,590.46.

With the award of the contract including the base bid and both bid alternates there would be no impact to the approved budget.

RECOMMENDATION

It is recommended that the city council consider adopting the Resolution Receiving Bids and Awarding Construction Contract for the Gladstone Area Redevelopment Improvements – Phase 1 (Bid Package 2), Project 04-21, to Arnt Construction Company, Inc.

Attachments:

1. Resolution: Award of Bids
2. Location Map

**RESOLUTION
RECEIVING BIDS AND AWARDING CONSTRUCTION CONTRACT**

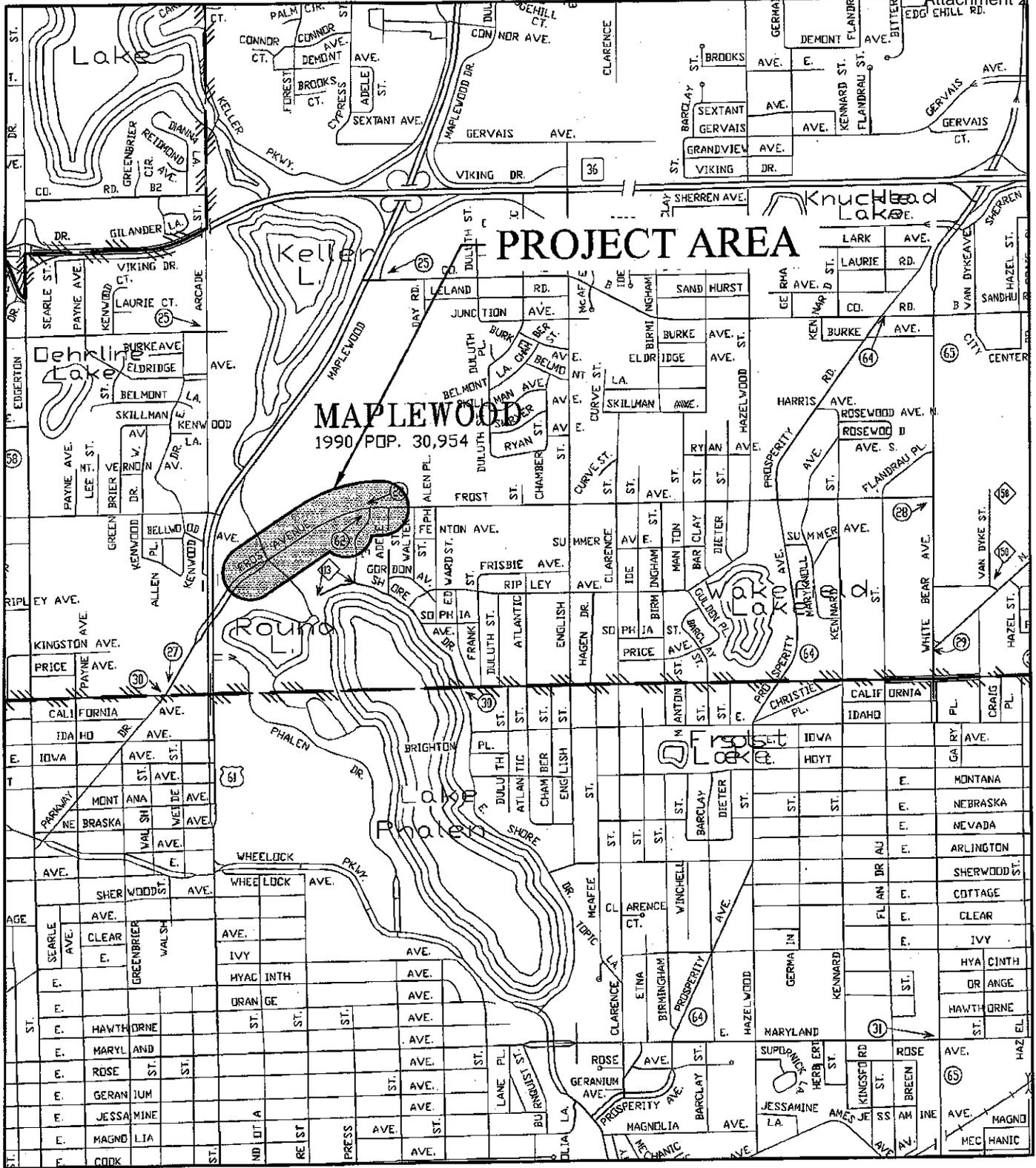
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Arnt Construction Company, Inc. in the amount of \$990,186.60, for the Base Bid and Bid Alternates 1 and 2, is the lowest responsible bid for the construction of the Gladstone Area Redevelopment Improvements – Phase 1 (Bid Package 2), Project 04-21, and the mayor and city manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

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

FUNDING SOURCE	TOTAL AMOUNT
DEVELOPER SPECIAL ASSESSMENT	\$2,200,000
MUNICIPAL STATE AID BONDS	\$1,050,000
Mn/DOT BRIDGE FUNDS	\$1,371,300
DEBT SERVICE	\$1,037,000
SEWER FUND	\$175,000
ST. PAUL WAC FUND	\$100,000
ENVIORNMENTAL UTILITY FUND (EUF)	\$725,000
STREET LIGHT FUND	\$715,000
PAC FUND (DEVELOPER CASH)	\$140,000
TREE FUND (DEVELOPER CAS)	\$25,000
EXISTING PAC FUND	\$140,000
TOTAL FUNDING	\$7,678,300

Adopted by the council on this 14th day of May, 2012.

K:\TWC_Civil\City\Maplewood\GLADSTONE\EXHIBITS\FEASIBILITY\GLADSTONE_EXH-01.dwg May 29, 2009 - 12:41pm



City of Maplewood, Minnesota
 Department of Public Works
 Engineering Division

**Kimley-Horn
and Associates, Inc.**
 2200 UNIVERSITY AVE. WEST, SUITE 340N
 ST. PAUL, MINNESOTA 55114
 TEL. NO. (612) 645-4107
 FAX. NO. (612) 645-3196



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