

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, June 11, 2012
City Hall, Council Chambers
Meeting No. 10-12

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 May 7, 2012 City Council Workshop Minutes
2. Approval of May 14, 2012 City Council Workshop Minutes
3. Approval of May 14, 2012 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Commission Appointments
 - a. Human Rights Commission
 - b. Planning Commission

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

1. Approval Of Claims
2. Approval of Agreement for Use of Harvest Park for the 2012 Susan G. Komen Twin Cities 3-Day Event
3. Approval of Temporary Gambling Permit for White Bear Avenue Business Association
4. Approval of Storm Water Facilities Maintenance Agreement Between J&R Maplewood LLC and the City of Maplewood, LaMettry's Collision Building, City Project 11-21
5. Approval of Storm Water Facilities Maintenance Agreement Between Maplewood 2007 LLC and the City of Maplewood, Maplewood Town Center, City Project 12-02
6. Approval of Storm Water Facilities Maintenance Agreement Between Kennard Professional Building East LLC and the City of Maplewood, Kennard East Professional Building (VA Medical Center), City Project 11-27
7. Approval to Maintain Statutory Tort Liability Limits
8. Approval of Resolution Authorizing Purchase of Insurance Agent Services
9. Approval of Maplewood Community Center Budget Adjustments for 2012

10. Approval of US Bank as a Discretionary Investment Manager and Custodian
11. Approval of Purchasing Policies and Procedures
12. Approval of Purchase for Water Proofing, Exterior Caulking and Crack Repair at Public Works / City Hall
13. Approval of Purchase for Repairing Entryway Roofs at Maplewood Community Center
14. Approval of an Agreement with Trane to Perform a Facility Audit (Engineering Study) of the Maplewood Community Center
15. Approval to Authorize Contract to Resurface the Tennis Courts at Playcrest and Harvest Parks
16. Approval of Services Agreement between the City of Maplewood and Kokoro Volleyball for Usage of Carver Community Gym
17. Approval of Social Media Contract with Gannett Local
18. Approval of Agreement with Pyrotechnic Display, Inc. for July 4th Fireworks

H. PUBLIC HEARINGS

1. 7:00 p.m. Approval of Solid Waste Management Ordinance and Standards – Second Reading
2. 7:00 p.m. Approval of Ordinance Amendment Regarding Variances for Metal Storage Buildings, Section 12-5 (d) – First Reading
3. 7:00 p.m. Approval of Ordinance Amendment Regarding Variances for Commercial Use Antennas and Towers, Section 44-1334 – First reading

I. UNFINISHED BUSINESS

1. Approval of Bartelmy-Meyer Area Street Improvements, Project 11-14, Resolution Adopting Revised Assessment Roll
2. Bid Award on Bonds – GO Improvement - 2012A and GO State Aid Street Refunding - 2012B

J. NEW BUSINESS

1. Approval of Resolution Opposing the Proposed Marriage Amendment
2. Approval of Architect Contract for New Fire Station Site Evaluation
3. Consider Termination of Police and Fire Protection Services to City of Landfall

K. AWARD OF BIDS

L. ADMINISTRATIVE PRESENTATIONS

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, May 07, 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 5:18 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

Councilmember Llanas moved to approve the agenda as submitted.

Seconded by Mayor Koppen Ayes – All

The motion passed.

D. UNFINISHED BUSINESS**1. Commission Interviews**

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

a. Community Design Review Board

Jason Lamers
Paul Arbuckle

b. Planning Commission

Paul Arbuckle

c. Human Rights Commission

Maurice Fortin

2. Maplewood Trash Plan – Update on Solid Waste Management Ordinance and Standards

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

3. Discussion on Listening Forum

The Mayor and Councilmembers discussed the Listening Forum that is held at 6:30 p.m. before every regularly scheduled council meeting.

E. NEW BUSINESS**F. ADJOURNMENT**

Mayor Rossbach adjourned the meeting at 6:05 p.m.

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
 5:15 P.M. Monday, May 14, 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 5:15 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

Councilmember Koppen moved to approve the agenda as submitted.

Seconded by Mayor Rossbach

Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None.

E. NEW BUSINESS**1. Presentation of Comprehensive Annual Financial Report – 2011**

Steve Wischmann, partner with Kern, DeWenter, Viere, Ltd. addressed the council and gave a presentation on the 2011 Comprehensive Financial Report.

2. Declaration of Intent to Close Meeting – Attorney Client Privilege (Minn. Stat 13D.05, Subd. 3(b))

City Attorney Kantrud presented the staff report and requested this portion of the meeting be closed as allowed by Minn. Stat. 13D.05, Subd. 3(b).

Mayor Rossbach closed the meeting.

Mayor Rossbach reopened the meeting.

Mayor Rossbach provided a summation of the closed meeting session.

F. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 6:05 p.m.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. **Commission Appointments**
 - a. **Human Rights Commission**
 - b. **Community Design Review Board**
 - c. **Planning Commission**

Assistant City Manager Ahl presented the staff report.

Mayor Rossbach moved to approve the Resolution to Appoint Candidates to the commissions as follows:

RESOLUTION #12-5-722

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

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

2. **GreenStep Cities Presentation – University of Minnesota Student Project**

Environmental Planner Finwall introduced University of Minnesota Students Lee Moua, Lisa Breu, and Chris Swanson. The students gave a presentation on the GreenStep Cities program that the City of Maplewood has been participating in since December 2011.

3. **Proclamation for Law Enforcement Week**

Mayor Rossbach read the proclamation for law enforcement week.

Councilmember Juenemann moved to approve the Proclamation for Law Enforcement Week.

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.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

4. Proclamation Recognizing National Public Works Week: May 20-26

City Engineer/ Deputy Public Works Director Thompson presented staff report. Mayor Rossbach read the proclamation recognizing national public works week May 20-16.

Councilmember Juenemann moved to approve the Proclamation Recognizing National Public Works Week May 20-26.

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.

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

5. Human Rights Commission Presentation

City Clerk Guilfoile presented the staff report and answered questions of the council. Human Right Commissioners Jon Brandt, Chair and Arianne Maxwell addressed the council and gave a brief presentation on two issues the commission will be addressing in 2012. The Commission is hoping for Council support and input on these issues.

G. CONSENT AGENDA

Councilmember Juenemann requested agenda items G2, G9, G10, G12 and G21 be highlighted for brief comments.

Councilmember Llanas requested agenda item G18 be pulled from the consent agenda for a separate vote.

Councilmember Juenemann moved to approve agenda items 1-17 and 19-21.

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved to approve the Approval of Claims.

ACCOUNTS PAYABLE

RESOLUTION 12-5-725
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 its 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, Karen Guilfoile, 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 14th day of May 2012.

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

6. Approval of Closure of Debt Service Funds

Councilmember Juenemann moved to approve the Transfers listed in the agenda report and authorize the Finance Manager to make the appropriate budget adjustments.

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

7. Approval to Dispose of Old Financial Records

Councilmember Juenemann moved to approve the Resolution to Dispose of Old Financial Records.

RESOLUTION 12-5-726

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.

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

8. Resolution Approving PERA Coverage for Local Officials

Councilmember Juenemann moved to approve the Resolution Approving PERA Coverage for Local Officials.

RESOLUTION 12-5-727

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.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

9. Consider Approval of Contract with Friends of the Mississippi River for Fish Creek Partnership

Parks and Recreation Director Konewko presented the staff report.

Councilmember Juenemann moved to approve the Contract with Friends of the Mississippi River for Fish Creek Partnership.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

10. Approval of Resolution Accepting Donation from Maplewood Oakdale Lions Club to City of Maplewood

Parks and Recreation Director Konewko presented the staff report.

Councilmember Juenemann moved to approve the Resolution Accepting Donation from Maplewood Oakdale Lions Club.

RESOLUTION 12-5-728
Acceptance of Donation

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

Councilmember Juenemann moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order Nos. 1 and 2 with Ramsey County, White Bear Avenue Improvements, Project 08-13.

RESOLUTION 12-5-730
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.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

15. Approval of Purchase for 2012-2013 Road Salt

Councilmember Juenemann moved to approve the Purchase of 2012-2013 Road Salt.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

16. Approval of Purchase for Bituminous Materials for Trail Overlays

Councilmember Juenemann moved to approve the Purchase of Bituminous Material for Trail Overlays.

Seconded by Councilmember Llanas Ayes – All

The motion passed.

17. Approval of Standard Master Agreement for Professional Services between the City and Bolten & Menk, Inc.

Councilmember Juenemann moved to approve the Mayor and City Manager enter into the Standard Master Agreement for Professional Services Between the City of Maplewood and Bolten & Menk, Inc. Minor changes are authorized as approved by the City Attorney.

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.

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

H. PUBLIC HEARING

1. **Bartelmy-Meyer Area Street Improvements, City Project 11-14**
 - a. **Assessment Hearing, 7:00 p.m.**
 - b. **Resolution Adopting Assessment Roll - 12-5-732**
 - c. **Resolution Receiving Bids and Awarding Construction Contract - 12-5-733**
 - d. **Approval of Purchase for Gethsemane Park Improvements**
 - e. **Resolution Approving “No Parking” Condition - 12-5-734**

Assistant City Engineer Love presented the staff report and answered questions of the council.

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

1. Shelagh Stoerzinger, Maplewood Resident
2. Bill Mensen, Maplewood Resident
3. Lynn Wiggert, Maplewood Resident
4. Kathy Baldwin, Maplewood Resident

Mayor Rossbach closed the public hearing.

Councilmember Juenemann moved to approve the Resolution Adopting the Assessment Roll Noting the Objections for the Bartelmy-Meyer Area Street Improvements, City Project 11-14.

RESOLUTOIN 12-5-732 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

Seconded by Mayor Rossbach

Ayes – All

The motion passed.

Councilmember Llanas moved to approve the Resolution Receiving Bids and Awarding Construction Contract for the Bartelmy-Meyer Area Street Improvements, City Project 11-14 to Schifsky and Sons, Inc.

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 by 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 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 May 14, 2012.

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

J. NEW BUSINESS

1. Acceptance of Comprehensive Annual Financial Report – 2011

Finance Manager Bauman presented the staff report and answered questions of the council. Councilmember Llanas requested that it be noted the firm did an outstanding job and their findings were that the City staff did an outstanding job.

Councilmember Llanas moved to approve the Comprehensive Annual Financial Report for 2011.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Preliminary Approval for Issuance of Bonds

Finance Manager Bauman presented the staff report. Terri Heaton, Financial Advisor to the City from Springsted, Inc. addressed and answered questions of the council.

Councilmember Juenemann moved to approve the 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.

RESOLUTION 12-5-735

**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.

RESOLUTION 12-5-736

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.

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

3. Approval of Sign Setback Variances—Holiday Stationstore, 280 McKnight Road South

Senior Planner Ekstrand presented the staff report and answered questions of the council. Planning Commissioner Fisher addressed the council and presented the planning commission report. Michael Cronin representing Holiday Stationstores addressed the council and answered questions of the council.

Councilmember Llanas moved to approve the resolution for sign-separation variances for Holiday Stationstores located at 280 Knight Road South.

RESOLUTION 12-5-737
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:

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.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

Mayor Rossbach moved to approve the resolution approving cooperative agreement with MnDot for property acquisition.

RESOLUTION 12-5-739
Approving Cooperative Agreement with MnDOT for
Property Acquisition

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.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

L. ADMINISTRATIVE PRESENTATIONS

1. Reminder of Cancellation of May 28th Council Meeting in Observance of Memorial Day

Mayor Rossbach reminded the council that the council meeting scheduled for Monday, May 28, 2012 has been cancelled.

2. Update on Taste of Maplewood Event

Citizen Services Director/City Clerk Guilfoile presented the staff report informing the city council that the Taste of Maplewood would be held on July 4th with the return of July 4th fireworks.

3. Gun Range Update

City Manager Antonen gave an update to the council on citizens concerns regarding the gun range that is located in the City. Mr. Antonen stated that a meeting would be held on June 6th with all parties involved and that he would keep the council informed of the progress.

M. COUNCIL PRESENTATIONS

1. Fish Creek

Councilmember Juenemann thanked individuals working on the project and stated that efforts to obtain the property are continuing.

2. Tree City USA

Councilmember Juenemann informed residents that for the second year in a row, the City of Maplewood has been awarded Tree City USA Award.

3. Law Enforcement Memorial – May 17, 2012

Councilmember Juenemann asked Police Chief Thomalla to give a brief presentation about the Law Enforcement Memorial that will be held on Thursday, May 17, 2012.

4. Listening Forum

Councilmember Llanas requested that the Listening Forum that is held before each regularly scheduled council meeting at 6:30 p.m. be put on a future agenda in order to possibly put some formality to the Forum.

5. Council Votes

Mayor Rossbach asked councilmember Cardinal about his vote supporting an agenda item but then signing a petition against the item.

N. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 10:53 p.m.

DRAFT

Agenda Report

TO: James W. Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant
DATE: June 5, 2012
SUBJECT: **Appointments Commissions**
a. **Human Rights Commission**
b. **Planning Commission**

INTRODUCTION/SUMMARY

There are a total of six openings: one on the Business & Economic Development Commission; two on the Human Rights Commission; one on the Parks & Recreation Commission, and two on the Planning Commission. These are vacancies due to terms expiring, which were not filled during the last round of interviews, and some resignations. The City has advertised and accepted applications from interested individuals. The Council interviewed three applicants during the June 4th Council Workshop and one applicant during the June 11th Workshop and filled out ballots, which staff has tallied.

RECOMMENDATION

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

Human Rights Commission

- Julie Xiong, term expires May 1, 2015
- _____, term expires May 1, 2014

Planning Commission

- Stephen Wensman, term expires December 31, 2012

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

- Julie Xiong, term expires May 1, 2015
- _____, term expires May 1, 2014

Planning Commission

- Stephen Wensman, term expires December 31, 2012

AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: April 14, 2008

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:

\$ 124,532.61	Checks # 87052 thru # 87094 dated 5/9/12 thru 5/15/12
\$ 256,795.08	Disbursements via debits to checking account dated 5/7/12 thru 5/11/12
\$ 169,993.26	Checks # 87095 thru # 87130 dated 5/22/12
\$ 340,969.06	Disbursements via debits to checking account dated 5/14/12 thru 5/18/12
\$ 268,080.78	Checks # 87131 thru # 87171 dated 5/23/12 thru 5/29/12
\$ 205,932.71	Disbursements via debits to checking account dated 5/21/12 thru 5/25/12
\$ 84,183.42	Checks # 87173 thru # 87202 dated 5/29/12 thru 6/5/12
\$ 385,087.98	Disbursements via debits to checking account dated 5/29/12 thru 6/1/12
<u>\$ 1,835,574.90</u>	Total Accounts Payable

PAYROLL

\$ 493,126.60	Payroll Checks and Direct Deposits dated 5/11/12
\$ 2,265.89	Payroll Deduction check # 9986835 thru # 9986839 dated 5/11/12
\$ 502,673.82	Payroll Checks and Direct Deposits dated 5/25/12
\$ 2,200.89	Payroll Deduction check # 9986862 thru # 9986865 dated 5/25/12
<u>\$ 1,000,267.20</u>	Total Payroll
<u><u>\$ 2,835,842.10</u></u>	GRAND TOTAL

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

sb
 attachments

Check Register
City of Maplewood

05/11/2012

Check	Date	Vendor	Description	Amount
87052	05/09/2012	02464 US BANK	Funds for ATM	10,000.00
87053	05/15/2012	02780 THE ACTIVE NETWORK INC	RECWARE 2012 SUPPORT CONTRACT	11,395.82
87054	05/15/2012	00240 C.S.C. CREDIT SERVICES	APPLICANT BACKGROUND CHECK	50.00
87055	05/15/2012	04137 THE EDGE MARTIAL ARTS	KARATE INSTRUCTION - MARCH	767.50
	05/15/2012	04137 THE EDGE MARTIAL ARTS	KARATE INSTRUCTION - APRIL	762.50
	05/15/2012	04137 THE EDGE MARTIAL ARTS	KARATE INSTRUCTION - FEB	396.25
87056	05/15/2012	01973 ERICKSON OIL PRODUCTS INC	CAR WASHES - APRIL	80.00
87057	05/15/2012	04572 ETTTEL & FRANZ	REPAIR OF ROOF LEAKS AT CITY HALL	2,062.00
87058	05/15/2012	03809 CASIE JACKSON	RED CROSS CLASS INSTRUCTION	144.00
87059	05/15/2012	01819 PAETEC	LOCAL PHONE SERVICE 03/15 - 04/14	834.98
87060	05/15/2012	01463 SISTER ROSALIND GEFRE	MCC MASSAGES - APRIL 1-15	981.50
87061	05/15/2012	02274 SPRINT	SPRINT SRVS 03/15 -04/14	8,076.30
87062	05/15/2012	01574 T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	2,996.39
87063	05/15/2012	04845 TENNIS SANITATION LLC	RECYCLING FEE - APRIL	27,499.50
87064	05/15/2012	04192 TRANS-MEDIC	EMS BILLING - APRIL	3,532.05
87065	05/15/2012	01803 ZARNOTH BRUSH WORKS, INC.	GUTTER BROOMS - STREET SWEEPERS	2,239.03
87066	05/15/2012	03964 ACCESS COMMUNICATIONS INC	LOCATE FIBER OPTIC CABLES	191.03
	05/15/2012	03964 ACCESS COMMUNICATIONS INC	LOCATE FIBER OPTIC CABLES	171.03
87067	05/15/2012	01769 BARNETT WHITE BEAR	COPIES OF VEHICLE KEYS	551.83
87068	05/15/2012	00163 BAUER BUILT	NEW DRIVE TIRES - FIRE- TANKER #1	3,385.27
87069	05/15/2012	03738 CHARLES E. BETHEL	ATTORNEY SRVS FEES/RENT - JUNE	6,775.00
87070	05/15/2012	00230 BRYAN ROCK PRODUCTS, INC.	BASE MATERIALS-MARYLAND CULVERT	690.15
87071	05/15/2012	03200 KEVIN COFFEY	SECURITY OFFICER MCC 4/27 & 5/5	315.00
87072	05/15/2012	00460 CRETEX CONCRETE PRODUCTS NORTH	PROJ 11-15 CONCRETE FOR CONST	2,263.83
87073	05/15/2012	04939 KATHLEEN KIRCHOFF	DAY TRIP PLANNER APRIL 28	40.00
87074	05/15/2012	00816 KREMER SERVICES, LLC	REPLACE LEAF SPRINGS TRUCK #537	2,177.27
87075	05/15/2012	00912 M T I DISTRIBUTING CO	6000 SERIES ZERO TURN MOWER~	12,313.05
87076	05/15/2012	02545 MAPLEWOOD TOYOTA	RELEASE ESCROW DEV PROJ 11-23	478.80
87077	05/15/2012	02215 JASON MARINO	SECURITY OFFICER MCC APRIL 27	70.00
87078	05/15/2012	00942 MARSDEN BLDG MAINTENANCE CO	SEWER BACKUP 1522 SHERREN AVE	577.13
87079	05/15/2012	04988 ANN MONGEAU	ACUPUNCTURIST - APRIL	210.00
87080	05/15/2012	04849 RICHARD NIELSEN	TEXAS HOLD'EM INSTRUCTOR - APRIL	108.00
87081	05/15/2012	00001 ONE TIME VENDOR	REFUND TOTAL CONST BL-12-34708	1,328.89
87082	05/15/2012	00001 ONE TIME VENDOR	REFUND WS&D PERMIT SRVS BL-12-34253	97.00
87083	05/15/2012	01359 REGAL AUTO WASH BILLING	CAR WASHES - JUNE-SEPT 2011	428.05
87084	05/15/2012	01340 REGIONS HOSPITAL	MEDICAL SUPPLIES	41.75
87085	05/15/2012	03446 RICK JOHNSON DEER & BEAVER INC	DEER REMOVAL - APRIL	115.00
87086	05/15/2012	04875 SGC HORIZON LLC	PUBLICATION OF AD FOR BID	374.50
87087	05/15/2012	04256 SHI INTERNATIONAL CORP	RENEWAL OF MICROSOFT SOFTWARE	3,214.50
87088	05/15/2012	01836 CITY OF ST PAUL	SRVS PROVIDED TO PD - MAY	5,196.09
87089	05/15/2012	04292 ST. PAUL AUDUBON SOCIETY	SPEAKER FOR ADULT BIRDING SEMINAR	290.00
87090	05/15/2012	04965 SANDRA JEAN STAUNER	CERAMICS INSTRUCTOR - APRIL	237.50
87091	05/15/2012	03869 JOE STEINER	REIMB FOR TUITION & BOOKS 1/10-4/25	1,730.56
87092	05/15/2012	01669 TWIN CITIES TRANSPORT &	VEHICLE TOW FOR INVESTIGATION	213.75
87093	05/15/2012	02464 US BANK	PAYING AGENT FEES	431.25
87094	05/15/2012	05008 VERITA EXCHANGE CORP	CAT 304 EXCAVATOR	8,698.56

124,532.61

43 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>
5/7/2012	MN State Treasurer	Drivers License/Deputy Registrar	23,397.65
5/8/2012	MN State Treasurer	Drivers License/Deputy Registrar	50,051.88
5/9/2012	MN State Treasurer	Drivers License/Deputy Registrar	38,550.37
5/10/2012	MN State Treasurer	Drivers License/Deputy Registrar	33,996.17
5/10/2012	ICMA (Vantagepointe)	Deferred Compensation	4,295.15
5/10/2012	Labor Unions	Union Dues	1,886.00
5/11/2012	MN State Treasurer	Drivers License/Deputy Registrar	26,458.64
5/11/2012	MN Dept of Natural Resources	DNR electronic licenses	2,691.25
5/11/2012	US Bank VISA One Card*	Purchasing card items	48,171.97
5/11/2012	ING - State Plan	Deferred Compensation	27,296.00
TOTAL			256,795.08

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
04/26/2012	04/27/2012	OLD LOG THEATER	\$193.50	MANDY ANZALDI
04/28/2012	04/30/2012	ALEXIS BAILLY VINEYARD	\$24.00	MANDY ANZALDI
04/29/2012	04/30/2012	OLD WORLD PIZZA	\$97.48	MANDY ANZALDI
05/02/2012	05/04/2012	JOANN ETC #1970	(\$90.09)	MANDY ANZALDI
04/23/2012	04/24/2012	LA POLICE GEAR INC	(\$19.56)	PAUL BARTZ
04/28/2012	04/30/2012	DEGE GARDEN CENTER	\$17.05	OAKLEY BIESANZ
04/21/2012	04/23/2012	INT'L CODE COUNCIL INC	\$70.00	JASON BRASH
04/20/2012	04/23/2012	OFFICE DEPOT #1090	\$55.84	SARAH BURLINGAME
04/20/2012	04/23/2012	OFFICE DEPOT #1079	\$4.27	SARAH BURLINGAME
04/23/2012	04/25/2012	SUBWAY 00052159	\$67.76	SARAH BURLINGAME
04/24/2012	04/26/2012	OFFICE DEPOT #1090	\$36.42	SARAH BURLINGAME
04/26/2012	04/30/2012	OFFICE DEPOT #1090	\$18.04	SARAH BURLINGAME
04/28/2012	04/30/2012	EXPRESS STE RVRPORTINN	\$88.69	SARAH BURLINGAME
04/30/2012	05/02/2012	METRO SALES INC	\$41.35	SARAH BURLINGAME
05/01/2012	05/03/2012	OFFICE DEPOT #1090	\$29.12	SARAH BURLINGAME
05/01/2012	05/03/2012	OFFICE DEPOT #1105	\$137.38	SARAH BURLINGAME
05/02/2012	05/03/2012	PAYMENT SERVICES	\$43.92	SARAH BURLINGAME
05/02/2012	05/03/2012	FIRST SHRED	\$125.00	SARAH BURLINGAME
04/20/2012	04/23/2012	LAW ENFORCEMENT TARGETS	\$394.48	DAN BUSACK
04/21/2012	04/23/2012	AUTOZONE3948	\$29.26	JOHN CAPISTRANT
04/26/2012	04/30/2012	NAPA STORE 3279016	\$18.17	JOHN CAPISTRANT
04/19/2012	04/23/2012	THE HOME DEPOT 2801	\$181.04	SCOTT CHRISTENSON
04/21/2012	04/23/2012	ALERT PROGRAMS	\$200.00	SCOTT CHRISTENSON
04/24/2012	04/25/2012	VIKING ELECTRIC - CREDIT	\$12.83	SCOTT CHRISTENSON
04/24/2012	04/25/2012	VIKING ELECTRIC - CREDIT	\$106.88	SCOTT CHRISTENSON
04/30/2012	05/01/2012	MENARDS 3022	\$16.25	SCOTT CHRISTENSON
04/30/2012	05/02/2012	THE HOME DEPOT 2801	\$27.01	SCOTT CHRISTENSON
04/30/2012	05/02/2012	MILLS FLEET FARM #2,700	\$46.67	SCOTT CHRISTENSON
05/02/2012	05/03/2012	VIKING ELECTRIC - CREDIT	\$100.39	SCOTT CHRISTENSON
04/19/2012	04/23/2012	THE HOME DEPOT 2810	\$2.15	CHARLES DEAVER
04/28/2012	04/30/2012	MENARDS 3022	\$1.28	CHARLES DEAVER
05/03/2012	05/04/2012	INTOXIMETERS	\$85.50	RICHARD DOBLAR
04/21/2012	04/23/2012	SPORTSMITH	\$34.81	TOM DOUGLASS
04/23/2012	04/25/2012	MED-FIT SYSTEMS, INC.	\$97.94	TOM DOUGLASS
04/23/2012	04/25/2012	THE HOME DEPOT 2801	\$72.34	TOM DOUGLASS
04/25/2012	04/26/2012	HENRIKSEN ACE HARDWARE	\$13.92	TOM DOUGLASS
04/25/2012	04/30/2012	MED-FIT SYSTEMS, INC.	\$77.20	TOM DOUGLASS
04/26/2012	04/30/2012	THE HOME DEPOT 2801	\$2.00	TOM DOUGLASS
04/27/2012	04/30/2012	STAR TRAC	\$108.37	TOM DOUGLASS
04/30/2012	05/01/2012	WW GRAINGER	\$50.07	TOM DOUGLASS
05/01/2012	05/02/2012	WW GRAINGER	\$64.28	TOM DOUGLASS
05/03/2012	05/04/2012	THERMO DYNE INC	\$850.00	TOM DOUGLASS
04/23/2012	04/25/2012	PRO-SHOT PRODUCTS INC. (2	\$107.99	MICHAEL DUGAS
05/03/2012	05/04/2012	BROCK WHITE ST PAUL 180	\$212.59	DOUG EDGE
05/03/2012	05/04/2012	WW GRAINGER	\$95.90	DOUG EDGE
04/26/2012	04/27/2012	JOHN DEERE LANDSCAPES530	\$383.44	DAVE EDSON
05/01/2012	05/02/2012	HIRSHFIELDS ST PAUL CSC	\$1,306.87	DAVE EDSON
05/01/2012	05/02/2012	HIRSHFIELDS ST PAUL CSC	\$1,306.87	DAVE EDSON
04/26/2012	04/27/2012	CBANKS #4010	\$189.23	VIRGINIA ERICKSON
04/20/2012	04/23/2012	METROPOLITAN MECHANICAL C	\$1,245.95	LARRY FARR
04/20/2012	04/23/2012	MOBILE RADIO ENGINEERI	\$446.22	LARRY FARR
04/20/2012	04/24/2012	WW GRAINGER	\$241.63	LARRY FARR
04/23/2012	04/24/2012	BATTERIES PLUS #31	\$51.36	LARRY FARR
04/23/2012	04/24/2012	AQUA LOGICS INC	\$945.77	LARRY FARR
04/23/2012	04/25/2012	THE HOME DEPOT 2801	\$279.19	LARRY FARR
04/24/2012	04/25/2012	EXTRACTOR CORPORATION	\$1,213.00	LARRY FARR

04/26/2012	04/30/2012	SEARS ROEBUCK 1052	\$207.91	LARRY FARR
04/30/2012	05/02/2012	ADAM'S PEST CONTROL INC	\$150.46	LARRY FARR
05/01/2012	05/02/2012	WM EZPAY	\$474.20	LARRY FARR
05/03/2012	05/04/2012	SCHINDLER ELEVATOR CORP	\$617.73	LARRY FARR
05/03/2012	05/04/2012	ELECTRO WATCHMAN INC	\$382.33	LARRY FARR
04/20/2012	04/23/2012	DOROTHY ANN BAKERY	\$22.80	SHANN FINWALL
04/20/2012	04/23/2012	KWIK TRIP 40700004077	\$1.99	SHANN FINWALL
04/20/2012	04/23/2012	CUB FOODS, INC.	\$26.02	SHANN FINWALL
04/20/2012	04/23/2012	CARIBOU COFFEE CO #1152	\$38.53	SHANN FINWALL
04/20/2012	04/23/2012	HOLIDAY STNSTORE 3871	\$1.89	SHANN FINWALL
04/21/2012	04/23/2012	MADDIES MARKET	\$3.18	SHANN FINWALL
04/20/2012	04/23/2012	THE PERCS INDEX	\$525.48	MYCHAL FOWLDS
04/21/2012	04/23/2012	COMCAST CABLE COMM	\$54.00	MYCHAL FOWLDS
04/25/2012	04/26/2012	IDU*PUBLIC SECTOR	\$1,064.24	MYCHAL FOWLDS
05/02/2012	05/03/2012	TOSHIBA BUSINESS SOLUTION	\$712.02	MYCHAL FOWLDS
05/02/2012	05/03/2012	TOSHIBA BUSINESS SOLUTION	\$132.17	MYCHAL FOWLDS
05/02/2012	05/04/2012	VERIZON WRLS MYACCT VN	\$293.13	MYCHAL FOWLDS
04/21/2012	04/23/2012	IDU*PUBLIC SECTOR	\$27.91	NICK FRANZEN
04/25/2012	04/26/2012	HP PRODUCT SVC&RPR	\$21.43	NICK FRANZEN
05/02/2012	05/04/2012	MICROSOFT TECH SUPPORT	\$259.00	NICK FRANZEN
04/20/2012	04/24/2012	NIKE MALL OF AMERICA 367	\$100.00	JOHN FRASER
04/20/2012	04/23/2012	IP JACKSON RAMP	\$7.00	VIRGINIA GAYNOR
05/03/2012	05/04/2012	LAKESHORE LEARNING #41	\$0.62	CAROLE GERNES
04/20/2012	04/23/2012	EINSTEIN BROS BAGELS2620	\$8.27	CLARENCE GERVAIS
04/20/2012	04/23/2012	AAA AMBASSADOR TAXI	\$32.40	CLARENCE GERVAIS
04/20/2012	04/23/2012	WESTIN INDIANAPOLIS HOTEL	\$668.65	CLARENCE GERVAIS
05/01/2012	05/02/2012	INTERNATIONAL ASSOC	\$75.00	CLARENCE GERVAIS
05/01/2012	05/02/2012	EMERGENCY AUTOMOTIVE	\$202.25	CLARENCE GERVAIS
04/23/2012	04/24/2012	CSD	\$178.00	JEAN GLASS
04/26/2012	04/30/2012	OFFICE DEPOT #1090	\$79.59	JEAN GLASS
05/01/2012	05/02/2012	TARGET 00011858	\$6.95	MARK HAAG
05/02/2012	05/03/2012	MENARDS 3022	\$62.22	MARK HAAG
04/21/2012	04/23/2012	THE HOME DEPOT 2801	\$78.55	MILES HAMRE
05/01/2012	05/02/2012	HENRIKSEN ACE HARDWARE	\$4.47	TAMARA HAYS
04/27/2012	04/30/2012	JOHN DEERE LANDSCAPES530	\$770.45	GARY HINNENKAMP
04/29/2012	05/01/2012	MILLS FLEET FARM #2,700	\$76.62	GARY HINNENKAMP
05/01/2012	05/02/2012	FASTENAL COMPANY01	\$27.25	GARY HINNENKAMP
04/27/2012	04/30/2012	USPS 26833800033400730	\$10.10	ANN HUTCHINSON
04/25/2012	04/26/2012	SPARTAN PROMOTIONAL GRP	\$390.25	KEVIN JOHNSON
05/03/2012	05/04/2012	UNIFORMS UNLIMITED INC.	\$170.86	KEVIN JOHNSON
04/24/2012	04/25/2012	MOGREN LANDSCAPING	\$19.50	DON JONES
04/26/2012	04/27/2012	MENARDS 3059	\$60.51	TOM KALKA
05/02/2012	05/04/2012	SHELL OIL 57444610000	\$27.00	TOM KALKA
04/27/2012	04/30/2012	CSD	\$300.00	LOIS KNUTSON
04/25/2012	04/26/2012	WWW.NEWEGG.COM	\$15.99	JASON KREGER
04/25/2012	04/26/2012	WWW.NEWEGG.COM	\$62.78	JASON KREGER
04/30/2012	05/01/2012	MENARDS 3059	\$2.74	NICHOLAS KREKELER
05/01/2012	05/02/2012	MENARDS 3059	\$2.74	NICHOLAS KREKELER
04/26/2012	04/30/2012	BOARD OF AELSLAGID	\$135.50	STEVEN KUMMER
04/20/2012	04/23/2012	HEALTHEAST TRANSPORTATN	\$2,978.15	DAVID KVAM
04/20/2012	04/23/2012	HEALTHEAST TRANSPORTATN	\$75.97	DAVID KVAM
04/20/2012	04/23/2012	STREICHER'S MO	\$1,200.00	DAVID KVAM
04/23/2012	04/25/2012	TGI_FRIDAYS #0260	\$30.75	DAVID KVAM
04/24/2012	04/26/2012	GREEN MILL	\$12.00	DAVID KVAM
04/25/2012	04/27/2012	GREEN MILL	\$8.85	DAVID KVAM
04/26/2012	04/30/2012	GREEN MILL	\$12.27	DAVID KVAM
04/26/2012	04/30/2012	BEST WESTERN HOTELS - ST.	\$259.59	DAVID KVAM

04/27/2012	04/30/2012	ITL PATCH COMPANY INC	\$1,087.93	DAVID KVAM
05/02/2012	05/03/2012	EMERGENCY AUTOMOTIVE	\$1,385.95	DAVID KVAM
04/26/2012	04/30/2012	BOARD OF AELSLAGID	\$271.00	STEVE LOVE
04/19/2012	04/23/2012	INDIANA CC CONCESS	\$7.09	STEVE LUKIN
04/20/2012	04/23/2012	CAFE PATACHOU PARK PLACE	\$18.91	STEVE LUKIN
04/20/2012	04/23/2012	AIRGAS NORTH CENTRAL	\$266.21	STEVE LUKIN
04/20/2012	04/23/2012	AIRGAS NORTH CENTRAL	\$267.90	STEVE LUKIN
04/20/2012	04/23/2012	PEN*FDIC/FIRE ENGINEER	\$75.00	STEVE LUKIN
04/20/2012	04/23/2012	PF CHANG'S #8400	\$16.90	STEVE LUKIN
04/21/2012	04/23/2012	MSP AIRPORT PARKING	\$54.00	STEVE LUKIN
04/21/2012	04/23/2012	WESTIN INDIANAPOLIS HOTEL	\$432.90	STEVE LUKIN
04/27/2012	04/30/2012	METRO FIRE	\$42.93	STEVE LUKIN
04/27/2012	04/30/2012	EMERGENCY AUTOMOTIVE	\$14.63	STEVE LUKIN
05/02/2012	05/03/2012	METRO FIRE	\$600.34	STEVE LUKIN
05/02/2012	05/04/2012	H O BOSTROM CO	\$86.25	STEVE LUKIN
04/25/2012	04/26/2012	UNIFORMS UNLIMITED INC.	\$43.28	JERROLD MARTIN
04/23/2012	04/24/2012	PANERA BREAD #1305	\$28.75	MICHAEL MONDOR
04/27/2012	04/30/2012	BOUND TREE MEDICAL LLC	\$1,241.73	MICHAEL MONDOR
04/30/2012	05/01/2012	CENTURY COLLEGE-BO	\$168.00	MICHAEL MONDOR
05/02/2012	05/03/2012	BOUND TREE MEDICAL LLC	\$197.85	MICHAEL MONDOR
04/24/2012	04/26/2012	THE HOME DEPOT 2801	\$76.20	MICHAEL NYE
05/01/2012	05/02/2012	PANAVISE PRODUCTS INC.	\$33.00	MICHAEL NYE
04/26/2012	04/27/2012	WINNICK SUPPLY	\$42.23	ERICK OSWALD
04/26/2012	04/27/2012	ESCH CONSTRUCTION SUPPLY	\$751.23	ERICK OSWALD
04/22/2012	04/23/2012	TARGET 00021352	\$11.44	MARY KAY PALANK
04/23/2012	04/25/2012	OFFICE DEPOT #1090	\$80.72	MARY KAY PALANK
04/24/2012	04/26/2012	OFFICE DEPOT #1090	\$49.90	MARY KAY PALANK
05/02/2012	05/04/2012	OFFICE DEPOT #1090	\$53.70	MARY KAY PALANK
05/02/2012	05/02/2012	WEDDINGPAGES INC	\$300.00	CHRISTINE PENN
04/23/2012	04/24/2012	TARGET 00011858	\$4.70	ROBERT PETERSON
04/20/2012	04/23/2012	ONLINE LABELS	\$106.90	PHILIP F POWELL
04/26/2012	04/30/2012	HP HOME STORE	\$169.34	PHILIP F POWELL
04/27/2012	04/30/2012	AMAZON MKTPLACE PMTS	\$82.45	PHILIP F POWELL
05/04/2012	05/04/2012	ULINE *SHIP SUPPLIES	\$48.40	PHILIP F POWELL
04/19/2012	04/23/2012	TURF WERKS OMAHA	\$1,465.18	STEVEN PRIEM
04/19/2012	04/23/2012	AUTO PLUS NO ST PAUL	\$69.92	STEVEN PRIEM
04/20/2012	04/23/2012	AUTO PLUS NO ST PAUL	\$44.89	STEVEN PRIEM
04/23/2012	04/24/2012	UNITED RENTALS	(\$145.73)	STEVEN PRIEM
04/23/2012	04/24/2012	FACTORY MTR PTS #1	\$86.99	STEVEN PRIEM
04/23/2012	04/25/2012	CARQUEST 01021229	\$7.39	STEVEN PRIEM
04/23/2012	04/25/2012	KREMER SERVICES	\$513.39	STEVEN PRIEM
04/24/2012	04/25/2012	FACTORY MTR PTS #1	\$279.29	STEVEN PRIEM
04/24/2012	04/25/2012	AUTO PLUS LITTLE CANADA	\$2.57	STEVEN PRIEM
04/24/2012	04/26/2012	CARQUEST 01021229	\$54.73	STEVEN PRIEM
04/24/2012	04/26/2012	TRI-STATE BOBCAT INC.	\$463.22	STEVEN PRIEM
04/25/2012	04/26/2012	POLAR CHEVROLET MAZDA PAR	\$8.89	STEVEN PRIEM
04/25/2012	04/26/2012	POLAR CHEVROLET MAZDA PAR	\$106.80	STEVEN PRIEM
04/25/2012	04/27/2012	TOUSLEY FORD I27228006	\$30.71	STEVEN PRIEM
04/25/2012	04/27/2012	AUTO PLUS NO ST PAUL	\$92.47	STEVEN PRIEM
04/25/2012	04/27/2012	NORTHERN TOOL EQUIP-MN	\$37.44	STEVEN PRIEM
04/26/2012	04/27/2012	UNITED RENTALS	\$145.73	STEVEN PRIEM
04/26/2012	04/27/2012	GOODYEAR AUTO SRV CT 6920	\$52.00	STEVEN PRIEM
04/26/2012	04/27/2012	POLAR CHEVROLET MAZDA PAR	\$1.21	STEVEN PRIEM
04/26/2012	04/27/2012	BAUER BUILT TIRE 18	\$10.52	STEVEN PRIEM
04/26/2012	04/27/2012	BAUER BUILT TIRE 18	\$8.35	STEVEN PRIEM
04/26/2012	04/27/2012	BAUER BUILT TIRE 18	\$692.26	STEVEN PRIEM
04/26/2012	04/30/2012	TRI-STATE BOBCAT INC.	\$87.23	STEVEN PRIEM

05/02/2012	05/04/2012 ON SITE SANITATION INC	\$52.37	SCOTT SCHULTZ
05/02/2012	05/04/2012 ON SITE SANITATION INC	\$52.37	SCOTT SCHULTZ
05/02/2012	05/04/2012 ON SITE SANITATION INC	\$52.37	SCOTT SCHULTZ
05/02/2012	05/04/2012 ON SITE SANITATION INC	\$52.37	SCOTT SCHULTZ
05/02/2012	05/04/2012 ON SITE SANITATION INC	\$52.37	SCOTT SCHULTZ
05/02/2012	05/04/2012 ON SITE SANITATION INC	\$52.37	SCOTT SCHULTZ
05/02/2012	05/04/2012 ON SITE SANITATION INC	\$52.37	SCOTT SCHULTZ
05/02/2012	05/04/2012 ON SITE SANITATION INC	\$52.37	SCOTT SCHULTZ
05/02/2012	05/04/2012 ON SITE SANITATION INC	\$52.37	SCOTT SCHULTZ
04/23/2012	04/24/2012 TARGET 00011858	\$74.92	CAITLIN SHERRILL
04/23/2012	04/24/2012 CUB FOODS, INC.	\$37.93	CAITLIN SHERRILL
04/23/2012	04/24/2012 PARTY CITY #768	\$87.84	CAITLIN SHERRILL
04/28/2012	04/30/2012 TARGET 00011858	\$46.13	CAITLIN SHERRILL
04/28/2012	04/30/2012 TARGET 00011858	\$45.00	CAITLIN SHERRILL
04/28/2012	04/30/2012 PARTY CITY #768	\$19.24	CAITLIN SHERRILL
04/30/2012	05/01/2012 TARGET 00011858	(\$25.94)	CAITLIN SHERRILL
05/01/2012	05/02/2012 HEJNY RENTAL INC	\$293.54	CAITLIN SHERRILL
05/01/2012	05/02/2012 HEJNY RENTAL INC	\$9.27	CAITLIN SHERRILL
04/23/2012	04/25/2012 PARABEN CORPORATION	\$360.00	MICHAEL SHORTREED
04/26/2012	04/30/2012 371 DINER	\$16.50	MICHAEL SHORTREED
04/27/2012	04/30/2012 CULVER'S #202	\$13.72	MICHAEL SHORTREED
04/29/2012	05/01/2012 THE MENS WEARHOUSE #4107	\$500.00	MICHAEL SHORTREED
04/30/2012	05/02/2012 MICRO CENTER #045 RETAIL	\$45.03	MICHAEL SHORTREED
05/02/2012	05/04/2012 OFFICE DEPOT #1090	\$131.42	ANDREA SINDT
04/30/2012	05/01/2012 ATOM	\$125.00	JOANNE SVENDSEN
05/03/2012	05/04/2012 ATOM	\$125.00	JOANNE SVENDSEN
04/28/2012	04/30/2012 CUB FOODS, INC.	\$21.41	RONALD SVENDSEN
04/28/2012	05/01/2012 GRUBERS POWER EQUIPMENT	\$28.69	RONALD SVENDSEN
04/23/2012	04/25/2012 UNIFORMS UNLIMITED INC.	\$60.09	BRIAN TAUZELL
04/23/2012	04/23/2012 PAYPAL *KINGSTRUEVA	\$12.15	DAVID THOMALLA
04/26/2012	04/30/2012 BEST WESTERN HOTELS - ST.	\$400.04	DAVID THOMALLA
05/03/2012	05/04/2012 ARROWWOOD RESORT & CONF C	\$82.29	DAVID THOMALLA
04/19/2012	04/23/2012 APPLEBEES 821319219187	\$41.51	JOE TRAN
04/20/2012	04/23/2012 APPLEBEES 821319219187	\$26.47	JOE TRAN
05/01/2012	05/02/2012 USPS 26833800033400730	\$20.50	KAREN WACHAL
04/23/2012	04/25/2012 UNIFORMS UNLIMITED INC.	\$81.00	JAY WENZEL
04/25/2012	04/27/2012 UNIFORMS UNLIMITED INC.	\$123.94	JAY WENZEL
04/23/2012	04/25/2012 QUILL CORPORATION	\$115.58	SUSAN ZWIEG

\$48,171.97

**Check Register
City of Maplewood**

05/18/2012

Check	Date	Vendor	Description	Amount	
87095	05/22/2012	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 11-14 PROF SRVS THRU 3/31	40,783.89
87096	05/22/2012	01202	NYSTROM PUBLISHING CO INC	TRASH CART ORDER FORMS	4,149.36
87097	05/22/2012	04829	CHRISTIE PENN	REIMB FOR TUITION & BOOKS 3/12-4/30	1,167.68
	05/22/2012	04829	CHRISTIE PENN	REIMB FOR TUITION & BOOKS 3/12-4/30	1,015.35
87098	05/22/2012	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SRVS - APRIL	27,409.41
	05/22/2012	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - APRIL	455.52
	05/22/2012	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - APRIL	414.96
87099	05/22/2012	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	886.09
87100	05/22/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	948.84
	05/22/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	262.01
	05/22/2012	01190	XCEL ENERGY	FIRE SIRENS	51.27
87101	05/22/2012	03513	BRIAN BIERDEMAN	REIMB FOR MEALS 5/6 - 5/9	49.50
87102	05/22/2012	05009	TODD DANINGER	SOUND SET-UP MCC APRIL 27	50.00
87103	05/22/2012	04374	EMS TECHNOLOGY SOLUTIONS, LLC	AMBUSTRAK LICENSE FEE	399.00
87104	05/22/2012	04867	FOTH INFRASTRUCTURE & ENVIR	PROF SRVS THRU 4/30	3,729.60
87105	05/22/2012	00531	FRA-DOR INC.	BLACK DIRT - MARYLAND STORM SEWER	64.13
87106	05/22/2012	04846	HEALTHEAST	MEDICAL SUPPLIES	114.04
87107	05/22/2012	02215	JASON MARINO	SECURITY OFFICER AT MCC MAY 12	175.00
87108	05/22/2012	04114	MEDICARE PART B	REFUND FOR TRANS MEDIC PATIENT	246.92
87109	05/22/2012	04244	NELSON AUTO CENTER	2013 FORD POLICE INTERCEPTOR UTILITY	25,928.82
	05/22/2012	04244	NELSON AUTO CENTER	2013 FORD POLICE INTERCEPTOR UTILITY	25,928.82
87110	05/22/2012	00001	ONE TIME VENDOR	REFUND A DANIELSON TRANS MEDIC	369.46
87111	05/22/2012	00001	ONE TIME VENDOR	REFUND SCHOENECKER TRANS MEDIC	200.00
87112	05/22/2012	00001	ONE TIME VENDOR	REFUND A FAULKNER SOCCER	65.00
87113	05/22/2012	00001	ONE TIME VENDOR	REFUND M OLIVER OVERPMT	62.50
87114	05/22/2012	00001	ONE TIME VENDOR	REFUND P WALTERS DAYTRIP	49.00
87115	05/22/2012	00001	ONE TIME VENDOR	REFUND K RANKIN DAY TRIP	49.00
	05/22/2012	00001	ONE TIME VENDOR	REFUND K RANKIN DAY TRIP M HUNT	49.00
87116	05/22/2012	00001	ONE TIME VENDOR	REFUND AYD HP BENEFIT	40.00
87117	05/22/2012	00001	ONE TIME VENDOR	REFUND FLEISCHER UCARE BENEFIT	30.00
87118	05/22/2012	00001	ONE TIME VENDOR	REFUND J ANDERSEN TRANS MEDIC	20.00
87119	05/22/2012	00001	ONE TIME VENDOR	REFUND J WOESSNER B-BALL CLINIC	15.90
87120	05/22/2012	01284	POSTMASTER	REFURBISH CITY'S BUSINESS REPLY	1,946.00
87121	05/22/2012	01345	RAMSEY COUNTY	COPY FEES	7.00
87122	05/22/2012	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - MAY	100.00
87123	05/22/2012	01836	CITY OF ST PAUL	RADIO SHOP SERVICES - APRIL	81.25
87124	05/22/2012	04055	JAMES TAYLOR	REIMB FOR MILEAGE 1/10 - 5/16	164.89
87125	05/22/2012	04104	TRANE U.S. INC.	SRVS CONTRACT FOR MCC HVAC EQUIP	2,496.00
87126	05/22/2012	01653	TRUCK UTILITIES CO	SURVEY TRUCK BODY~	14,593.78
87127	05/22/2012	01669	TWIN CITIES TRANSPORT &	TOWING FORFEITED VEHICLES - APRIL	587.80
87128	05/22/2012	04357	UNIVERSAL HOSPITAL SRVS, INC.	BIOMEDICAL SERVICE	585.00
87129	05/22/2012	03753	VEOLIA ENVIRONMENTAL SERVICES	SPRING CLEAN UP 2012	8,676.47
87130	05/22/2012	01763	WESTERN WATERPROOFING CO., INC	WATERPROFFING OF LEAKS-BUILDINGS	5,575.00
				169,993.26	

36 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>
5/14/2012	MN State Treasurer	Drivers License/Deputy Registrar	17,513.32
5/14/2012	U.S. Treasurer	Federal Payroll Tax	88,852.20
5/14/2012	P.E.R.A.	P.E.R.A.	86,336.59
5/15/2012	MN State Treasurer	Drivers License/Deputy Registrar	29,824.18
5/15/2012	VANCO	Billing fee	126.75
5/15/2012	MidAmerica - ING	HRA Flex plan	14,029.30
5/16/2012	MN State Treasurer	Drivers License/Deputy Registrar	38,606.50
5/16/2012	MN State Treasurer	State Payroll Tax	19,131.00
5/17/2012	MN State Treasurer	Drivers License/Deputy Registrar	18,108.64
5/18/2012	MN State Treasurer	Drivers License/Deputy Registrar	21,009.22
5/18/2012	MN Dept of Natural Resources	DNR electronic licenses	3,102.50
5/18/2012	Optum Health	DCRP & Flex plan payments	4,328.86
TOTAL			<u><u>340,969.06</u></u>

**Check Register
City of Maplewood**

05/25/2012

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
87131	05/23/2012	02464	US BANK	FUNDS FOR ATMS	10,000.00
87132	05/25/2012	04911	DECKCI DECOR	LINENS FOR SENIOR EXPO MCC 5/24	192.38
87133	05/29/2012	04572	ETTEL & FRANZ	REPAIR ROOF LEAK	2,301.00
87134	05/29/2012	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - APRIL	1,028.05
87135	05/29/2012	04206	H.A. KANTRUD	ATTORNEY SRVS FEES/RENT - JUNE	15,150.00
87136	05/29/2012	00985	METROPOLITAN COUNCIL	WASTEWATER - JUNE	202,927.10
87137	05/29/2012	03789	MICHAEL NYE	REIMB FOR TUITION & BOOKS 1/17-5/12	1,700.60
87138	05/29/2012	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	2,596.90
87139	05/29/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	5,109.92
	05/29/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	3,297.46
	05/29/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	1,401.13
87140	05/29/2012	00111	ANIMAL CONTROL SERVICES	PATROL & BOARDING FEES 4/30 - 5/20	2,112.00
87141	05/29/2012	02324	APPLIED ECOLOGICAL SERVICES	BEAVER CREEK SITE PREP	2,111.85
87142	05/29/2012	00230	BRYAN ROCK PRODUCTS, INC.	CLASS 2 FOR RESTORATION WORK	310.51
87143	05/29/2012	03619	DRAIN KING INC	PROJ 11-14 SEWER TELEVISION	315.00
87144	05/29/2012	00480	PAUL EVERSON	REIMB FOR TUITION 1/9 - 5/10	267.45
87145	05/29/2012	00485	FBINAA NORTHWEST CHAPTER	REGISTRATION FEE	15.00
87146	05/29/2012	04152	ISD 622 COMMUNITY EDUCATION	ROOM RENT OPEN HOUSE	8.00
87147	05/29/2012	05010	J & J LEGAL, LLC	SERVICE OF PROCESS	90.00
87148	05/29/2012	03808	ALAN H. KANTRUD	REIMB FOR RECORDING/FILING FEES	106.00
87149	05/29/2012	00896	M C M A	2012-13 DUES	157.56
87150	05/29/2012	00942	MARSDEN BLDG MAINTENANCE CO	SEWER BACK-UP 1522 SHARON AVE	448.88
87151	05/29/2012	00986	METROPOLITAN COUNCIL	MONTHLY SAC - APRIL	6,976.75
87152	05/29/2012	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - MAY	2,863.06
	05/29/2012	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - MAY	1,000.00
87153	05/29/2012	00001	ONE TIME VENDOR	REFUND J MILLER BCBS BENEFIT	300.00
87154	05/29/2012	00001	ONE TIME VENDOR	REFUND FOGARTY HP BENEFIT	200.00
87155	05/29/2012	00001	ONE TIME VENDOR	REFUND D HUIRAS PARTY CANCELLED	107.13
87156	05/29/2012	00001	ONE TIME VENDOR	REFUND J FALKENSTEIN HP BENEFIT	100.00
87157	05/29/2012	00001	ONE TIME VENDOR	REFUND C KROLL BCBS BENEFIT	80.00
87158	05/29/2012	00001	ONE TIME VENDOR	REFUND S SALUTE BCBS BENEFIT	80.00
87159	05/29/2012	00001	ONE TIME VENDOR	REFUND Y VO SWIM LESSONS	73.00
87160	05/29/2012	00001	ONE TIME VENDOR	REFUND C BLOECHER DUES	60.00
87161	05/29/2012	00001	ONE TIME VENDOR	REFUND C PAQUIN BCBS BENEFIT	40.00
87162	05/29/2012	00001	ONE TIME VENDOR	REFUND S PILLAR BCBS BENEFIT	40.00
87163	05/29/2012	03151	PETTY CASH	REPLENISH PETTY CASH	144.28
87164	05/29/2012	00396	DEPT OF PUBLIC SAFETY	REGISTRATION FEES	450.00
	05/29/2012	00396	DEPT OF PUBLIC SAFETY	REGISTRATION FEES	150.00
87165	05/29/2012	02001	CITY OF ROSEVILLE	PHONE SERVICES - MAY	1,436.20
87166	05/29/2012	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE - CONCESSIONS	275.31
	05/29/2012	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE - CONCESSIONS	87.91
	05/29/2012	01418	SAM'S CLUB DIRECT	TABLE FOR RECREATION OFFICE AREA	20.12
	05/29/2012	01418	SAM'S CLUB DIRECT	SPRING TUNE-UP/COFFEE SUPPLIES	14.86
	05/29/2012	01418	SAM'S CLUB DIRECT	LADIES TEA/SUPPLIES	2.98
	05/29/2012	01418	SAM'S CLUB DIRECT	SUPPLIES FOR PARK CLEAN UP	-50.14
87167	05/29/2012	03879	SANSIO	EMS FEES - JUNE	577.08
87168	05/29/2012	05011	CHRISTINE M. SCOTILLO	ATTORNEY PRESENTATION	400.00
87169	05/29/2012	01836	CITY OF ST PAUL	CRIME LAB SERVICES - APRIL	330.00
87170	05/29/2012	01565	SWEEPER SERVICES	PARTS FOR STREET SWEEPER	175.45
87171	05/29/2012	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - MARCH	250.00
	05/29/2012	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - APRIL	250.00

268,080.78

41 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>
5/21/2012	MN State Treasurer	Drivers License/Deputy Registrar	38,844.15
5/21/2012	MN Dept of Revenue	Sales Tax	6,958.00
5/22/2012	MN State Treasurer	Drivers License/Deputy Registrar	17,077.44
5/22/2012	MN Dept of Revenue	Fuel Tax	318.64
5/23/2012	MN State Treasurer	Drivers License/Deputy Registrar	36,913.40
5/24/2012	MN State Treasurer	Drivers License/Deputy Registrar	30,767.16
5/25/2012	MN State Treasurer	Drivers License/Deputy Registrar	25,339.62
5/25/2012	MN Dept of Natural Resources	DNR electronic licenses	2,332.50
5/25/2012	US Bank VISA One Card*	Purchasing card items	\$43,086.65
5/25/2012	ICMA (Vantagepointe)	Deferred Compensation	4,295.15
TOTAL			<u><u>205,932.71</u></u>

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
05/11/2012	05/15/2012	GRAND VIEW LODGE & TENNIS	\$247.20	R CHARLES AHL
05/04/2012	05/08/2012	GRAND VIEW LODGE & TENNIS	\$239.61	JAMES ANTONEN
05/12/2012	05/14/2012	SUN RAY LANES	\$146.80	MANDY ANZALDI
05/12/2012	05/14/2012	SUN RAY LANES	\$66.66	MANDY ANZALDI
05/12/2012	05/14/2012	TARGET 00011858	\$47.67	MANDY ANZALDI
05/12/2012	05/14/2012	CUB FOODS, INC.	\$21.32	MANDY ANZALDI
05/15/2012	05/16/2012	LA POLICE GEAR INC	\$79.98	PAUL BARTZ
05/11/2012	05/14/2012	UNIFORMS UNLIMITED INC.	\$71.98	STANLEY BELDE
05/11/2012	05/14/2012	WALGREENS #3122	\$21.29	OAKLEY BIESANZ
05/17/2012	05/18/2012	PARTY CITY #769	\$18.18	OAKLEY BIESANZ
05/04/2012	05/07/2012	INF*PEOPLESMA.COM	\$0.95	NEIL BRENEMAN
05/09/2012	05/10/2012	HENRIKSEN ACE HARDWARE	\$10.69	NEIL BRENEMAN
05/04/2012	05/07/2012	OAKDALE RENTAL CENTER	\$207.82	TROY BRINK
05/15/2012	05/16/2012	BROCK WHITE ST PAUL 180	\$217.94	TROY BRINK
05/15/2012	05/17/2012	JOHN DEERE LANDSCAPES530	\$85.70	TROY BRINK
05/07/2012	05/09/2012	SUBWAY 00052159	\$55.71	SARAH BURLINGAME
05/14/2012	05/15/2012	CUB FOODS, INC.	\$7.28	SARAH BURLINGAME
05/14/2012	05/16/2012	TGI FRIDAY'S #0472	\$108.17	SARAH BURLINGAME
05/07/2012	05/08/2012	THE CAGE ULTIMATE SPORT	\$13.60	DAN BUSACK
05/07/2012	05/08/2012	DELTA AIR 0068269800533	\$25.00	DAN BUSACK
05/07/2012	05/08/2012	DELTA AIR 0068269200167	\$25.00	DAN BUSACK
05/07/2012	05/09/2012	MAIN TERM BURG20352001	\$15.09	DAN BUSACK
05/08/2012	05/09/2012	LAGUARDIA USA, LLC	\$32.65	DAN BUSACK
05/08/2012	05/09/2012	DELMONICO'S ITALIA	\$50.42	DAN BUSACK
05/09/2012	05/11/2012	CELTIC HARP	\$40.20	DAN BUSACK
05/10/2012	05/14/2012	GEORGIOS VILLAGE CAFE	\$29.00	DAN BUSACK
05/11/2012	05/14/2012	DNC TRAVEL - SYRAC	\$23.72	DAN BUSACK
05/11/2012	05/14/2012	SUNOCO 0015424502	\$27.82	DAN BUSACK
05/11/2012	05/14/2012	DELTA AIR 0068269467346	\$25.00	DAN BUSACK
05/11/2012	05/14/2012	DELTA AIR 0068269067544	\$25.00	DAN BUSACK
05/12/2012	05/14/2012	RADISSON HOTEL UTICA CENT	\$30.44	DAN BUSACK
05/14/2012	05/16/2012	TANNERS STATION	\$24.63	DAN BUSACK
05/07/2012	05/08/2012	VIKING ELECTRIC - CREDIT	(\$119.71)	SCOTT CHRISTENSON
05/08/2012	05/09/2012	STATE SUPPLY	\$1,107.90	SCOTT CHRISTENSON
05/08/2012	05/10/2012	THE HOME DEPOT 2801	\$53.38	SCOTT CHRISTENSON
05/10/2012	05/11/2012	BATTERIES PLUS #31	\$331.02	SCOTT CHRISTENSON
05/15/2012	05/16/2012	HENRIKSEN ACE HARDWARE	\$8.76	SCOTT CHRISTENSON
05/15/2012	05/17/2012	THE HOME DEPOT 2801	\$52.61	SCOTT CHRISTENSON
05/16/2012	05/17/2012	HENRIKSEN ACE HARDWARE	\$19.01	SCOTT CHRISTENSON
05/11/2012	05/14/2012	BEST WESTERN HOTELS - ST.	\$393.30	KERRY CROTTY
05/04/2012	05/07/2012	THE HOME DEPOT 2810	\$39.14	CHARLES DEEVER
05/04/2012	05/07/2012	ADAM'S PEST CONTROL INC	\$69.63	CHARLES DEEVER
05/05/2012	05/07/2012	FRATTALLONES WOODBURY AC	\$12.81	CHARLES DEEVER
05/12/2012	05/14/2012	G&K SERVICES 182	\$83.89	CHARLES DEEVER
05/16/2012	05/17/2012	PATIO TOWN	\$1.47	CHARLES DEEVER
05/03/2012	05/07/2012	CMI INC MOTO	\$60.25	RICHARD DOBLAR
05/12/2012	05/14/2012	GETDATA PTY LTD	\$299.95	RICHARD DOBLAR
05/15/2012	05/16/2012	FDLE REGONLINE	\$380.00	RICHARD DOBLAR
04/30/2012	05/07/2012	MED-FIT SYSTEMS, INC.	\$275.00	TOM DOUGLASS
05/04/2012	05/07/2012	STAR TRAC	\$204.49	TOM DOUGLASS
05/04/2012	05/07/2012	MED-FIT SYSTEMS, INC.	\$2.61	TOM DOUGLASS
05/10/2012	05/14/2012	VIKING AUTOMATIC SPRINKLE	\$480.00	TOM DOUGLASS
05/11/2012	05/14/2012	CONTINENTAL RESEARCH	\$1,101.24	TOM DOUGLASS
05/14/2012	05/15/2012	HEJNY RENTAL INC	\$104.28	TOM DOUGLASS
05/15/2012	05/16/2012	CYBEX - 01	\$77.66	TOM DOUGLASS
05/09/2012	05/10/2012	JM SPEEDSTOP 10	\$98.40	MICHAEL DUGAS
05/08/2012	05/09/2012	EB *SPRINGSTED ACADEMI	\$40.00	THOMAS EKSTRAND
05/08/2012	05/09/2012	MENARDS 3059	\$14.78	ANDREW ENGSTROM
05/11/2012	05/14/2012	THE HOME DEPOT 2801	\$26.75	ANDREW ENGSTROM
05/09/2012	05/11/2012	SCHULER SHOES	\$134.95	VIRGINIA ERICKSON

05/12/2012	05/14/2012 FASHION BUG #2315	\$63.26	VIRGINIA ERICKSON
05/15/2012	05/16/2012 CATHERINES 00057729	\$43.50	VIRGINIA ERICKSON
05/09/2012	05/10/2012 WALGREENS #7388	\$299.98	PAUL E EVERSON
05/03/2012	05/07/2012 SEARS ROEBUCK 1122	(\$125.94)	LARRY FARR
05/04/2012	05/07/2012 GRAZZINI BROTHERS AND COM	\$495.00	LARRY FARR
05/04/2012	05/07/2012 OVERHEAD DOOR COMP	\$239.67	LARRY FARR
05/05/2012	05/07/2012 TARGET 00009316	\$20.88	LARRY FARR
05/05/2012	05/07/2012 LOWES #02315*	\$143.59	LARRY FARR
05/05/2012	05/07/2012 WM EZPAY	\$447.23	LARRY FARR
05/05/2012	05/07/2012 WM EZPAY	\$1,006.98	LARRY FARR
05/11/2012	05/14/2012 NUCO2 01 OF 01	\$80.96	LARRY FARR
05/11/2012	05/14/2012 NUCO2 01 OF 01	\$125.77	LARRY FARR
05/11/2012	05/14/2012 NUCO2 01 OF 01	\$122.92	LARRY FARR
05/11/2012	05/14/2012 NUCO2 01 OF 01	\$153.05	LARRY FARR
05/11/2012	05/14/2012 NUCO2 01 OF 01	\$147.37	LARRY FARR
05/11/2012	05/14/2012 CINTAS #470	\$95.98	LARRY FARR
05/11/2012	05/14/2012 CINTAS #470	\$44.11	LARRY FARR
05/11/2012	05/14/2012 CINTAS #470	\$84.96	LARRY FARR
05/12/2012	05/14/2012 G&K SERVICES 182	\$314.74	LARRY FARR
05/12/2012	05/14/2012 G&K SERVICES 182	\$542.26	LARRY FARR
05/16/2012	05/17/2012 MENARDS 3059	\$472.99	LARRY FARR
05/17/2012	05/18/2012 AIPHONE CORPORATION	\$67.78	LARRY FARR
05/17/2012	05/18/2012 LINDERS GARDEN CEN	\$76.67	SHANN FINWALL
05/17/2012	05/18/2012 MENARDS 3059	\$6.04	SHANN FINWALL
05/17/2012	05/18/2012 MENARDS 3059	\$13.39	SHANN FINWALL
05/04/2012	05/07/2012 KEEFE CO PARKING	\$6.50	DAVID FISHER
05/08/2012	05/09/2012 EB *SPRINGSTED ACADEMI	\$40.00	DAVID FISHER
05/10/2012	05/14/2012 KEEPRS INC 2	\$200.00	MARCUS FORSYTHE
05/08/2012	05/09/2012 IDU*PUBLIC SECTOR	\$182.03	MYCHAL FOWLDS
05/11/2012	05/11/2012 PAY FLOW PRO	\$65.15	MYCHAL FOWLDS
05/14/2012	05/15/2012 TOSHIBA BUSINESS SOLUTION	\$23.04	MYCHAL FOWLDS
05/14/2012	05/15/2012 TOSHIBA BUSINESS SOLUTION	\$757.31	MYCHAL FOWLDS
05/07/2012	05/08/2012 MERITLINE.COM	\$12.98	NICK FRANZEN
05/08/2012	05/09/2012 IDU*PUBLIC SECTOR	\$244.72	NICK FRANZEN
05/09/2012	05/09/2012 APL*APPLE ONLINE STORE	\$32.03	NICK FRANZEN
05/09/2012	05/09/2012 APL*APPLE ONLINE STORE	\$4.29	NICK FRANZEN
05/15/2012	05/16/2012 IDU*PUBLIC SECTOR	\$27.69	NICK FRANZEN
05/14/2012	05/15/2012 LA POLICE GEAR INC	\$239.96	DEREK FRITZE
05/10/2012	05/11/2012 BAT CONSERVATION INTL	\$30.00	CAROLE GERNES
05/10/2012	05/11/2012 BECKER FIRE & SAFETY SERV	\$47.43	CLARENCE GERVAIS
05/16/2012	05/17/2012 NFPA NATL FIRE PROTECT	\$165.00	CLARENCE GERVAIS
05/14/2012	05/16/2012 OFFICE DEPOT #1090	\$60.13	JEAN GLASS
05/07/2012	05/08/2012 VZWRLSS*APOCC VISN	\$107.57	KAREN GUILFOILE
05/14/2012	05/16/2012 OFFICE MAX	\$43.90	KAREN GUILFOILE
05/15/2012	05/16/2012 MENARDS 3059	\$27.10	MARK HAAG
05/17/2012	05/18/2012 UNITED RENTALS	\$110.04	MARK HAAG
05/06/2012	05/07/2012 MENARDS 3059	\$2.99	MILES HAMRE
05/10/2012	05/14/2012 STREICHER'S MPLS	\$135.87	STEVEN HIEBERT
05/08/2012	05/10/2012 TESSMAN COMPANY SAINT PAU	\$459.56	GARY HINNENKAMP
05/14/2012	05/16/2012 MILLS FLEET FARM #2,700	\$10.48	GARY HINNENKAMP
05/11/2012	05/14/2012 OFFICE MAX	\$9.95	RON HORWATH
05/05/2012	05/07/2012 BISSELL*BISSELL.COM	\$38.99	DAVID JAHN
05/07/2012	05/09/2012 BOARD OF AELSLAGID	\$135.50	JON JAROSCH
05/16/2012	05/17/2012 WWW.NEWEGG.COM	\$59.96	JASON KREGER
05/04/2012	05/07/2012 KEEPRS INC 4	\$1,189.00	DAVID KVAM
05/04/2012	05/07/2012 UNIFORMS UNLIMITED INC.	\$79.19	DAVID KVAM
05/07/2012	05/08/2012 THOMSON WEST*TCD	\$280.15	DAVID KVAM
05/08/2012	05/09/2012 UNIFORMS UNLIMITED INC.	\$54.54	DAVID KVAM
05/14/2012	05/14/2012 COMCAST CABLE COMM	\$41.00	DAVID KVAM
05/15/2012	05/16/2012 EMERGENCY AUTOMOTIVE	\$3,032.48	DAVID KVAM
05/16/2012	05/16/2012 COMCAST CABLE COMM	\$67.45	DAVID KVAM

05/15/2012	05/16/2012 TARGET 00011858	\$23.55	MICHAEL LOCHEN
05/03/2012	05/07/2012 ASPEN MILLS INC.	\$48.95	STEVE LUKIN
05/03/2012	05/07/2012 ASPEN MILLS INC.	\$48.95	STEVE LUKIN
05/03/2012	05/07/2012 ASPEN MILLS INC.	\$630.00	STEVE LUKIN
05/03/2012	05/07/2012 ASPEN MILLS INC.	\$300.60	STEVE LUKIN
05/05/2012	05/07/2012 WM EZPAY	\$166.15	STEVE LUKIN
05/08/2012	05/09/2012 APL*APPLE ITUNES STORE	\$2.13	STEVE LUKIN
05/10/2012	05/11/2012 EMERGENCY APPARATUS MAINT	\$1,091.64	STEVE LUKIN
05/10/2012	05/14/2012 DAVIS LOCK & SAFE	\$142.50	STEVE LUKIN
05/11/2012	05/14/2012 ASPEN MILLS INC.	\$359.55	STEVE LUKIN
05/16/2012	05/17/2012 EMERGENCY AUTOMOTIVE	\$33.59	STEVE LUKIN
05/16/2012	05/17/2012 MENARDS 3059	\$26.08	STEVE LUKIN
05/05/2012	05/07/2012 EB *SPRINGSTED ACADEMI	\$40.00	MIKE MARTIN
05/14/2012	05/17/2012 OAKDALE RENTAL CENTER	\$207.82	BRENT MEISSNER
05/10/2012	05/11/2012 THE SALVATION ARMY 11	\$25.97	ALESIA METRY
05/04/2012	05/07/2012 BOUND TREE MEDICAL LLC	\$249.20	MICHAEL MONDOR
05/05/2012	05/07/2012 H.E. CONTINUING EDU	\$50.00	MICHAEL MONDOR
05/06/2012	05/07/2012 BOUND TREE MEDICAL LLC	\$55.00	MICHAEL MONDOR
05/12/2012	05/14/2012 G&K SERVICES 182	\$1,171.39	AMY NIVEN
05/11/2012	05/14/2012 USPS 26833895523402076	\$14.80	MICHAEL NYE
05/04/2012	05/07/2012 UNIFORMS UNLIMITED INC.	\$79.98	JULIE OLSON
05/07/2012	05/09/2012 OFFICE DEPOT #1090	\$57.04	MARY KAY PALANK
05/08/2012	05/10/2012 OFFICE DEPOT #1090	\$56.08	MARY KAY PALANK
05/08/2012	05/10/2012 OFFICE DEPOT #1090	\$313.22	MARY KAY PALANK
05/08/2012	05/10/2012 OFFICE DEPOT #1105	\$2.81	MARY KAY PALANK
05/09/2012	05/11/2012 ANDON BALLOONS INC -	\$113.82	CHRISTINE PENN
05/04/2012	05/07/2012 THE HOME DEPOT 2801	\$28.89	ROBERT PETERSON
05/08/2012	05/09/2012 NSC*NORTHERN SAFETY CO	\$234.20	PHILIP F POWELL
05/09/2012	05/10/2012 WWW COMETSUPPLY COM	\$199.40	PHILIP F POWELL
05/04/2012	05/07/2012 TOUSLEY FORD I27228006	\$748.51	STEVEN PRIEM
05/04/2012	05/07/2012 CARQUEST 01021229	\$192.63	STEVEN PRIEM
05/04/2012	05/07/2012 POLAR CHEVROLET MAZDA PAR	\$57.76	STEVEN PRIEM
05/07/2012	05/08/2012 FACTORY MTR PTS #1	\$22.99	STEVEN PRIEM
05/07/2012	05/09/2012 CARQUEST 01021229	\$267.21	STEVEN PRIEM
05/07/2012	05/09/2012 CARQUEST 01021229	\$20.73	STEVEN PRIEM
05/07/2012	05/09/2012 CARQUEST 01021229	\$244.00	STEVEN PRIEM
05/08/2012	05/09/2012 FACTORY MTR PTS #1	\$157.41	STEVEN PRIEM
05/08/2012	05/09/2012 AMERICAN FASTENER AND SUP	\$127.54	STEVEN PRIEM
05/08/2012	05/10/2012 POLAR CHEVROLET MAZDA PAR	\$68.92	STEVEN PRIEM
05/09/2012	05/10/2012 AUTO PLUS NO ST PAUL	\$58.86	STEVEN PRIEM
05/09/2012	05/10/2012 TRUCK UTILITIES INC	\$41.17	STEVEN PRIEM
05/09/2012	05/11/2012 KATH FUEL OFFICE	\$113.24	STEVEN PRIEM
05/09/2012	05/11/2012 DELEGARD TOOL COMPANY	\$37.88	STEVEN PRIEM
05/09/2012	05/11/2012 PARK CHRYSLER JEEP 7894	\$29.21	STEVEN PRIEM
05/10/2012	05/11/2012 POMPS TIRE SERVICE, INC	\$722.97	STEVEN PRIEM
05/10/2012	05/14/2012 TRI-STATE BOBCAT INC.	\$112.89	STEVEN PRIEM
05/11/2012	05/14/2012 AUTO PLUS NO ST PAUL	\$11.53	STEVEN PRIEM
05/11/2012	05/14/2012 TRUCK UTILITIES INC	\$89.05	STEVEN PRIEM
05/12/2012	05/14/2012 GOODYEAR AUTO SRV CT 6920	\$52.00	STEVEN PRIEM
05/14/2012	05/15/2012 CATCO PARTS&SERVICE	\$56.52	STEVEN PRIEM
05/14/2012	05/15/2012 TRUCK UTILITIES INC	\$19.05	STEVEN PRIEM
05/14/2012	05/16/2012 DAVIS EQUIPMENT	\$736.55	STEVEN PRIEM
05/15/2012	05/16/2012 AUTO PLUS NO ST PAUL	\$69.73	STEVEN PRIEM
05/15/2012	05/16/2012 AUTO PLUS NO ST PAUL	\$118.29	STEVEN PRIEM
05/15/2012	05/16/2012 AUSTIN HARDWARE RAYTWN	\$29.54	STEVEN PRIEM
05/15/2012	05/16/2012 SUNSOURCE	\$1,252.57	STEVEN PRIEM
05/16/2012	05/17/2012 FACTORY MTR PTS #1	\$72.91	STEVEN PRIEM
05/16/2012	05/17/2012 AUTO PLUS NO ST PAUL	\$211.61	STEVEN PRIEM
05/16/2012	05/17/2012 LITTLE FALLS MACHINE INC	\$411.71	STEVEN PRIEM
05/07/2012	05/09/2012 THE HOME DEPOT 2801	\$90.91	KELLY PRINS
05/10/2012	05/11/2012 VIKING ELECTRIC - CREDIT	\$403.99	KELLY PRINS

05/15/2012	05/17/2012 WW GRAINGER	\$511.25	KELLY PRINS
05/05/2012	05/07/2012 MINNESOTA OCCUPATIONAL HE	\$211.00	TERRIE RAMEAUX
05/07/2012	05/09/2012 PIONEER PRESS ADVERTISING	\$975.00	TERRIE RAMEAUX
05/04/2012	05/07/2012 HILLYARD INC MINNEAPOLIS	\$991.97	MICHAEL REILLY
05/14/2012	05/15/2012 HILLYARD INC MINNEAPOLIS	\$468.38	MICHAEL REILLY
05/08/2012	05/09/2012 UNIFORMS UNLIMITED INC.	\$162.05	BRADLEY REZNY
05/15/2012	05/16/2012 MOGREN LANDSCAPING	\$37.49	ROBERT RUNNING
05/16/2012	05/18/2012 THE HOME DEPOT 2801	\$21.39	ROBERT RUNNING
05/17/2012	05/18/2012 METRO FIRE	\$171.42	ROBERT RUNNING
05/03/2012	05/07/2012 PAPER PLUS-ROS00108803	\$69.20	DEB SCHMIDT
05/15/2012	05/18/2012 PAKOR, INC.	\$238.84	DEB SCHMIDT
05/16/2012	05/18/2012 OFFICE DEPOT #1090	\$111.19	DEB SCHMIDT
05/04/2012	05/07/2012 WM EZPAY	\$1,329.20	SCOTT SCHULTZ
05/10/2012	05/14/2012 ON SITE SANITATION INC	\$104.74	SCOTT SCHULTZ
05/10/2012	05/14/2012 JOHN DEERE LANDSCAPES530	\$925.56	SCOTT SCHULTZ
05/15/2012	05/15/2012 ULINE *SHIP SUPPLIES	\$105.04	CAITLIN SHERRILL
05/08/2012	05/10/2012 MADDOGS	\$14.29	MICHAEL SHORTREED
05/08/2012	05/10/2012 HYATT HOTELS SAN ANTONIO	\$16.71	MICHAEL SHORTREED
05/09/2012	05/10/2012 DELTA AIR 0068269837595	\$25.00	MICHAEL SHORTREED
05/11/2012	05/14/2012 HYATT HOTELS SAN ANTONIO	\$1,043.76	MICHAEL SHORTREED
05/10/2012	05/14/2012 OFFICE DEPOT #1090	\$97.46	ANDREA SINDT
05/11/2012	05/14/2012 POLAR DEN	\$6.50	CHRISTINE SOUTTER
05/11/2012	05/14/2012 POLAR DEN	\$10.00	CHRISTINE SOUTTER
05/11/2012	05/14/2012 KNOWLAN'S MARKET #2	\$13.16	CHRISTINE SOUTTER
05/12/2012	05/14/2012 CARIBOU COFFEE CO # 135	\$37.36	CHRISTINE SOUTTER
05/07/2012	05/09/2012 LIFELINE TRAINING INC	\$179.00	JOANNE SVENDSEN
05/15/2012	05/16/2012 PAYPAL *IAPE	\$275.00	JOANNE SVENDSEN
05/07/2012	05/09/2012 METRO ATHLETIC SUPPLY	\$872.69	JAMES TAYLOR
05/07/2012	05/09/2012 METRO ATHLETIC SUPPLY	\$395.38	JAMES TAYLOR
05/10/2012	05/14/2012 OFFICE DEPOT #1090	\$200.32	JAMES TAYLOR
05/08/2012	05/09/2012 MENARDS 3059	\$9.05	TODD TEVLIN
05/07/2012	05/08/2012 LANDS END	\$137.47	PAUL THEISEN
05/12/2012	05/14/2012 KOHL'S 0577	\$23.98	PAUL THEISEN
05/16/2012	05/17/2012 LANDS END	(\$24.99)	PAUL THEISEN
05/17/2012	05/18/2012 UNIFORMS UNLIMITED INC.	\$5.50	PAUL THEISEN
05/03/2012	05/07/2012 BOARD OF AELSLAGID	\$135.50	MICHAEL THOMPSON
05/04/2012	05/07/2012 OFFICE DEPOT #1090	\$89.00	KAREN WACHAL
05/17/2012	05/18/2012 S & T OFFICE PRODUCTS	\$84.66	KAREN WACHAL
05/03/2012	05/07/2012 TOMS TAILORS	\$19.28	JAY WENZEL
05/07/2012	05/09/2012 GREEN STUFF OUTDOOR SE	\$93.20	SUSAN ZWIEG
05/16/2012	05/17/2012 PIONEER PRESS SUBSCRIPTI	\$67.25	SUSAN ZWIEG

\$43,086.65

**Check Register
City of Maplewood**

06/01/2012

Check	Date	Vendor	Description	Amount
87173	05/29/2012	04993	ELITE-CUSTOM TRANSPORTERS & FIRE TRUCK BODY MODIFICATION	19,400.00
87174	05/31/2012	00001	ONE TIME VENDOR T GUNDERSON - DIRECT DEPOSIT REJ	530.17
87175	06/05/2012	02149	HEIDI CAREY MARKETING & ADVERTISING - MAY	4,000.00
87176	06/05/2012	04316	CITY OF MINNEAPOLIS RECEIVABLES AUTO PAWN SYSTEM - APRIL	712.20
87177	06/05/2012	01202	NYSTROM PUBLISHING CO INC MAPLEWOOD MONTHLY - MAY	6,820.73
87178	06/05/2012	01941	PATRICK TROPHIES MEDALS FOR FLOOR HOCKEY LEAGUE	127.58
87179	06/05/2012	01409	S.E.H. FIRE STATION PLANNING	6,635.52
87180	06/05/2012	01463	SISTER ROSALIND GEFRE MCC MASSAGES - APRIL 16-30	1,096.50
87181	06/05/2012	01574	T.A. SCHIFSKY & SONS, INC BITUMINOUS MATERIALS NOT TO EXCEED	1,501.38
87182	06/05/2012	01190	XCEL ENERGY ELECTRIC UTILITY	13,459.47
	06/05/2012	01190	XCEL ENERGY GAS UTILITY	3,098.36
87183	06/05/2012	03833	ADVANCED PUBLIC SAFETY, INC. MAINT AGREEMENT TICKET WRITER	5,453.82
87184	06/05/2012	04047	ASHLAND PRODUCTIONS WEDDING SOUND SETUP MCC 4/28	100.00
87185	06/05/2012	03958	MARKESE BENJAMIN SECURITY OFFICER MCC MAY 26	122.50
87186	06/05/2012	04311	JOSEPH DEMULLING SECURITY OFFICER MCC MAY 26	122.50
87187	06/05/2012	04371	ELECTRO WATCHMAN INC. REPAIR FIRE STATION 1	841.99
87188	06/05/2012	02567	EVERGREEN LAND SERVICES PROJ 09-08 ACQUISITION/APPRaisal	4,664.41
	06/05/2012	02567	EVERGREEN LAND SERVICES PROJ 09-08 ACQUISITION/APPRaisal	2,372.18
87189	06/05/2012	03516	ANTHONY GABRIEL SECURITY OFFICER MCC MAY 24	140.00
87190	06/05/2012	04944	HILLCREST VENTURES LLC BANQUET ROOM ORDERS - APRIL	329.18
87191	06/05/2012	03597	MARY JO HOFMEISTER REIMB FOR MILEAGE 4/11 - 5/22	13.60
87192	06/05/2012	04914	KAMCO TREE REMOVAL/TRIM	975.00
87193	06/05/2012	04992	KDV 2011 SINGLE AUDIT	3,500.00
87194	06/05/2012	00827	L M C I T CLAIM DEDUCTIBLE C0013931	4,275.15
87195	06/05/2012	00983	METRO SALES INC LEASE PMT 05/15/12 TO 06/15/12	484.14
87196	06/05/2012	04007	MINNESOTA DEPT OF HEALTH HOSPITALITY FEE 2012	35.00
87197	06/05/2012	00001	ONE TIME VENDOR REFUND OPTOMETRIC EYE CARE B-ROOM	500.00
87198	06/05/2012	00001	ONE TIME VENDOR REFUND K BRAZIL YOUTH SOFTBALL	53.00
87199	06/05/2012	00001	ONE TIME VENDOR REFUND D HARDEN BCBS BENEFIT	40.00
87200	06/05/2012	00001	ONE TIME VENDOR REFUND NEW LIFE ACADEMY ONE CHILD	4.00
87201	06/05/2012	01418	SAM'S CLUB DIRECT MEMBERSHIP FEES	215.00
	06/05/2012	01418	SAM'S CLUB DIRECT ADMIN FEE	50.00
87202	06/05/2012	00198	ST. PAUL REGIONAL WATER SRVS WATER UTILITY	2,510.04
				84,183.42
30 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>
5/29/2012	MN State Treasurer	Drivers License/Deputy Registrar	28,626.68
5/29/2012	U.S. Treasurer	Federal Payroll Tax	91,644.95
5/29/2012	P.E.R.A.	P.E.R.A.	87,872.03
5/29/2012	ING - State Plan	Deferred Compensation	27,301.00
5/29/2012	MidAmerica - ING	HRA Flex plan	14,302.38
5/29/2012	Labor Unions	Union Dues	3,564.95
5/30/2012	MN State Treasurer	Drivers License/Deputy Registrar	26,382.62
5/30/2012	MN State Treasurer	State Payroll Tax	19,763.88
5/30/2012	US Bank	Bank fees	137.81
5/31/2012	MN State Treasurer	Drivers License/Deputy Registrar	32,568.65
6/1/2012	MN State Treasurer	Drivers License/Deputy Registrar	50,905.13
6/1/2012	US Bank Merchant Services	Credit Card Billing fee	2,017.90
TOTAL			<u><u>385,087.98</u></u>

*Detailed listing of VISA purchases is attached.

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>
	05/11/12	CARDINAL, ROBERT	435.16
	05/11/12	JUENEMANN, KATHLEEN	435.16
	05/11/12	KOPPEN, MARVIN	435.16
	05/11/12	LLANAS, JAMES	435.16
	05/11/12	ROSSBACH, WILLIAM	494.44
	05/11/12	STRAUTMANIS, MARIS	198.00
	05/11/12	AHL, R. CHARLES	5,408.64
	05/11/12	ANTONEN, JAMES	5,852.58
	05/11/12	BURLINGAME, SARAH	2,074.90
	05/11/12	KANTRUD, HUGH	184.62
	05/11/12	CHRISTENSON, SCOTT	2,376.65
	05/11/12	FARR, LARRY	3,061.16
	05/11/12	JAHN, DAVID	2,086.21
	05/11/12	RAMEAUX, THERESE	3,061.18
	05/11/12	BAUMAN, GAYLE	4,244.92
	05/11/12	ANDERSON, CAROLE	1,211.29
	05/11/12	DEBILZAN, JUDY	1,289.98
	05/11/12	JACKSON, MARY	2,126.08
	05/11/12	KELSEY, CONNIE	2,594.79
	05/11/12	RUEB, JOSEPH	2,642.60
	05/11/12	SINDT, ANDREA	2,113.81
	05/11/12	GUILFOILE, KAREN	4,407.64
	05/11/12	SCHMIDT, DEBORAH	2,746.39
	05/11/12	SPANGLER, EDNA	1,118.73
	05/11/12	THOMFORDE, FAITH	1,143.00
	05/11/12	CORTESI, LUANNE	1,134.08
	05/11/12	LARSON, MICHELLE	1,827.76
	05/11/12	MECHELKE, SHERRIE	1,024.43
	05/11/12	MOY, PAMELA	1,520.44
	05/11/12	OSTER, ANDREA	1,907.48
	05/11/12	RICHTER, CHARLENE	1,093.93
	05/11/12	SCHOENECKER, LEIGH	1,569.35
	05/11/12	WEAVER, KRISTINE	2,356.55
	05/11/12	CORCORAN, THERESA	1,900.55
	05/11/12	KVAM, DAVID	4,209.55
	05/11/12	PALANK, MARY	1,905.17
	05/11/12	POWELL, PHILIP	2,932.46
	05/11/12	SVENDSEN, JOANNE	2,101.79
	05/11/12	THOMALLA, DAVID	4,961.38
	05/11/12	YOUNG, TAMELA	1,900.55
	05/11/12	ABEL, CLINT	2,931.31
	05/11/12	ALDRIDGE, MARK	3,280.90
	05/11/12	BAKKE, LONN	2,937.06

05/11/12	BARTZ, PAUL	3,151.05
05/11/12	BELDE, STANLEY	2,990.84
05/11/12	BENJAMIN, MARKESE	2,975.57
05/11/12	BIERDEMAN, BRIAN	3,457.10
05/11/12	BOHL, JOHN	3,151.33
05/11/12	BUSACK, DANIEL	3,461.21
05/11/12	CARNES, JOHN	1,918.52
05/11/12	COFFEY, KEVIN	2,904.76
05/11/12	CROTTY, KERRY	3,611.20
05/11/12	DEMULLING, JOSEPH	3,075.42
05/11/12	DOBLAR, RICHARD	3,925.54
05/11/12	DUGAS, MICHAEL	3,775.31
05/11/12	ERICKSON, VIRGINIA	3,151.33
05/11/12	FLOR, TIMOTHY	3,725.17
05/11/12	FORSYTHE, MARCUS	2,266.25
05/11/12	FRASER, JOHN	3,204.83
05/11/12	FRITZE, DEREK	2,819.55
05/11/12	GABRIEL, ANTHONY	3,196.76
05/11/12	HAWKINSON JR, TIMOTHY	2,871.56
05/11/12	HER, PHENG	2,758.75
05/11/12	HIEBERT, STEVEN	2,990.84
05/11/12	JOHNSON, KEVIN	4,054.70
05/11/12	KALKA, THOMAS	921.88
05/11/12	KONG, TOMMY	2,878.21
05/11/12	KREKELER, NICHOLAS	876.00
05/11/12	KROLL, BRETT	2,918.21
05/11/12	LANGNER, SCOTT	3,092.20
05/11/12	LANGNER, TODD	2,980.04
05/11/12	LU, JOHNNIE	2,957.86
05/11/12	LYNCH, KATHERINE	2,186.00
05/11/12	MARINO, JASON	2,931.31
05/11/12	MARTIN, JERROLD	3,118.15
05/11/12	MCCARTY, GLEN	3,011.95
05/11/12	METRY, ALESIA	3,038.70
05/11/12	NYE, MICHAEL	3,194.40
05/11/12	OLSON, JULIE	3,045.48
05/11/12	PARKER, JAMES	2,186.00
05/11/12	REZNY, BRADLEY	3,026.04
05/11/12	RHUDE, MATTHEW	2,819.55
05/11/12	SHORTREED, MICHAEL	4,091.18
05/11/12	STEINER, JOSEPH	4,249.69
05/11/12	SYPNIEWSKI, WILLIAM	2,819.55
05/11/12	SZCZEPANSKI, THOMAS	3,211.70
05/11/12	TAUZELL, BRIAN	2,720.96
05/11/12	THEISEN, PAUL	3,150.93
05/11/12	THIENES, PAUL	3,515.15
05/11/12	TRAN, JOSEPH	3,086.59
05/11/12	WENZEL, JAY	3,005.00
05/11/12	XIONG, KAO	2,891.66
05/11/12	ANDERSON, BRIAN	309.00
05/11/12	ARKSEY, CHARLES	180.00
05/11/12	BAHL, DAVID	392.00

05/11/12	BASSETT, BRENT	72.00
05/11/12	BAUMAN, ANDREW	2,600.61
05/11/12	BOURQUIN, RON	608.00
05/11/12	BRADBURY, RYAN	315.00
05/11/12	BRESIN, ROBERT	144.00
05/11/12	CAPISTRANT, JACOB	240.00
05/11/12	CAPISTRANT, JOHN	399.00
05/11/12	CRAWFORD, RAYMOND	93.00
05/11/12	CRUMMY, CHARLES	144.00
05/11/12	DAWSON, RICHARD	2,874.79
05/11/12	EATON, PAUL	576.00
05/11/12	EVERSON, PAUL	3,064.23
05/11/12	FASULO, WALTER	390.00
05/11/12	FOSSUM, ANDREW	2,685.02
05/11/12	HAGEN, MICHAEL	240.00
05/11/12	HALE, JOSEPH	308.00
05/11/12	HALWEG, JODI	2,674.17
05/11/12	HAWTHORNE, ROCHELLE	144.00
05/11/12	HENDRICKSON, NICHOLAS	2,412.68
05/11/12	HUTCHINSON, JAMES	196.00
05/11/12	IMM, TRACY	150.00
05/11/12	JANSEN, CHAD	192.00
05/11/12	KANE, ROBERT	770.00
05/11/12	KARRAS, JAMIE	96.00
05/11/12	KERSKA, JOSEPH	432.00
05/11/12	KONDER, RONALD	246.00
05/11/12	KUBAT, ERIC	2,391.18
05/11/12	LINDER, TIMOTHY	2,795.54
05/11/12	LOCHEN, MICHAEL	432.00
05/11/12	MELLEN, CHRISTOPHER	390.00
05/11/12	MILLER, LADD	264.00
05/11/12	MILLER, NICHOLAS	192.00
05/11/12	MONDOR, MICHAEL	3,119.66
05/11/12	MONSON, PETER	288.00
05/11/12	MORGAN, JEFFERY	156.00
05/11/12	NIELSEN, KENNETH	144.00
05/11/12	NOVAK, JEROME	2,752.67
05/11/12	NOWICKI, PAUL	438.00
05/11/12	OLSON, JAMES	2,674.17
05/11/12	OPHEIM, JOHN	588.00
05/11/12	PACHECO, ALPHONSE	408.00
05/11/12	PETERSON, MARK	532.00
05/11/12	PETERSON, ROBERT	2,824.12
05/11/12	POWERS, KENNETH	300.00
05/11/12	RAINEY, JAMES	492.00
05/11/12	RANK, NATHAN	672.00
05/11/12	RANK, PAUL	744.00
05/11/12	REYNOSO, ANGEL	246.00
05/11/12	RICE, CHRISTOPHER	364.00
05/11/12	SCHULTZ, JEROME	240.00
05/11/12	SEDLACEK, JEFFREY	2,700.34
05/11/12	STREFF, MICHAEL	2,600.61

05/11/12	SVENDSEN, RONALD	2,930.49
05/11/12	WESSELS, TIMOTHY	168.00
05/11/12	WHITE, JOEL	432.00
05/11/12	GERVAIS-JR, CLARENCE	3,985.69
05/11/12	LUKIN, STEVEN	4,498.52
05/11/12	ZWIEG, SUSAN	1,706.92
05/11/12	KNUTSON, LOIS	2,054.95
05/11/12	NIVEN, AMY	1,425.42
05/11/12	BRINK, TROY	2,356.55
05/11/12	BUCKLEY, BRENT	2,065.35
05/11/12	DEBILZAN, THOMAS	2,146.17
05/11/12	EDGE, DOUGLAS	2,406.67
05/11/12	JONES, DONALD	2,146.15
05/11/12	MEISSNER, BRENT	1,949.35
05/11/12	NAGEL, BRYAN	3,477.52
05/11/12	OSWALD, ERICK	2,610.49
05/11/12	RUIZ, RICARDO	1,539.75
05/11/12	RUNNING, ROBERT	2,461.55
05/11/12	TEVLIN, TODD	2,402.12
05/11/12	BURLINGAME, NATHAN	2,056.83
05/11/12	DUCHARME, JOHN	2,740.37
05/11/12	ENGSTROM, ANDREW	2,555.76
05/11/12	JACOBSON, SCOTT	2,509.60
05/11/12	JAROSCH, JONATHAN	2,871.75
05/11/12	KUMMER, STEVEN	3,216.59
05/11/12	LINDBLOM, RANDAL	2,740.37
05/11/12	LOVE, STEVEN	3,446.88
05/11/12	THOMPSON, MICHAEL	4,258.96
05/11/12	ZIEMAN, SCOTT	184.60
05/11/12	JANASZAK, MEGHAN	1,497.35
05/11/12	KONEWKO, DUWAYNE	4,613.24
05/11/12	EDSON, DAVID	2,191.39
05/11/12	HAMRE, MILES	1,513.60
05/11/12	HAYS, TAMARA	1,539.75
05/11/12	HINNENKAMP, GARY	2,476.61
05/11/12	NAUGHTON, JOHN	2,146.15
05/11/12	NORDQUIST, RICHARD	2,148.46
05/11/12	BIESANZ, OAKLEY	1,549.06
05/11/12	DEAVER, CHARLES	700.51
05/11/12	GERNES, CAROLE	732.40
05/11/12	HAYMAN, JANET	1,124.71
05/11/12	HUTCHINSON, ANN	2,649.16
05/11/12	SOUTTER, CHRISTINE	267.77
05/11/12	WACHAL, KAREN	909.09
05/11/12	GAYNOR, VIRGINIA	3,244.09
05/11/12	KROLL, LISA	1,980.55
05/11/12	SWANSON, CHRIS	209.00
05/11/12	THOMPSON, DEBRA	760.22
05/11/12	EKSTRAND, THOMAS	3,829.34
05/11/12	FINWALL, SHANN	3,233.35
05/11/12	MARTIN, MICHAEL	2,709.36
05/11/12	BRASH, JASON	2,393.35

05/11/12	CARVER, NICHOLAS	3,244.09
05/11/12	FISHER, DAVID	3,807.86
05/11/12	SWAN, DAVID	2,766.15
05/11/12	WELLENS, MOLLY	1,726.51
05/11/12	BERGER, STEPHANIE	311.13
05/11/12	BETHEL III, CHARLES	70.13
05/11/12	BJORK, BRANDON	49.50
05/11/12	BRENEMAN, NEIL	2,159.70
05/11/12	DWELLY, KATHLEEN	37.50
05/11/12	GERMAIN, BRADY	76.00
05/11/12	KHOURY, SARAH	500.50
05/11/12	KOHLMAN, JENNIFER	144.88
05/11/12	LARSON, KATELYN	126.00
05/11/12	ROBBINS, AUDRA	3,019.96
05/11/12	ROBBINS, CAMDEN	84.00
05/11/12	SCHALLER, SCOTT	113.25
05/11/12	SCHALLER, TYLER	47.13
05/11/12	TAYLOR, JAMES	2,738.98
05/11/12	ADAMS, DAVID	1,350.04
05/11/12	GERMAIN, DAVID	2,155.39
05/11/12	HAAG, MARK	2,514.05
05/11/12	ORE, JORDAN	1,539.75
05/11/12	SCHULTZ, SCOTT	3,090.83
05/11/12	ANZALDI, MANDY	1,467.39
05/11/12	CRAWFORD - JR, RAYMOND	437.15
05/11/12	EVANS, CHRISTINE	1,390.63
05/11/12	GLASS, JEAN	2,125.10
05/11/12	HER, PETER	407.08
05/11/12	HOFMEISTER, MARY	1,127.98
05/11/12	HOFMEISTER, TIMOTHY	542.13
05/11/12	KULHANEK-DIONNE, ANN	441.00
05/11/12	PELOQUIN, PENNYE	471.54
05/11/12	PENN, CHRISTINE	2,332.74
05/11/12	SHERRILL, CAITLIN	700.24
05/11/12	VUE, LOR PAO	246.50
05/11/12	ANDERSON, ALYSSA	9.69
05/11/12	ANDERSON, MAXWELL	462.95
05/11/12	BAETZOLD, SETH	72.50
05/11/12	BAUDE, SARAH	54.75
05/11/12	BIGGS, ANNETTE	131.58
05/11/12	BRUSOE, CRISTINA	46.80
05/11/12	BUCKLEY, BRITTANY	276.60
05/11/12	BUTLER, ANGELA	85.00
05/11/12	COSTA, JOSEPH	719.00
05/11/12	CRANDALL, KRISTA	170.44
05/11/12	DEMPSEY, BETH	138.88
05/11/12	DIONNE, DANIELLE	155.13
05/11/12	DUNN, RYAN	872.92
05/11/12	ERICKSON-CLARK, CAROL	24.50
05/11/12	FLUEGEL, LARISSA	11.94
05/11/12	FONTAINE, KIM	503.13
05/11/12	FOX, KELLY	140.00

05/11/12	FRAMPTON, SAMANTHA	178.50
05/11/12	GADOW, ANNA	204.91
05/11/12	GADOW, VERONIKA	68.69
05/11/12	GIEL, NICOLE	133.00
05/11/12	GRAY, MEGAN	110.72
05/11/12	GRUENHAGEN, LINDA	457.45
05/11/12	HAGSTROM, EMILY	80.40
05/11/12	HANSEN, HANNAH	88.05
05/11/12	HASSAN, KIANA	29.25
05/11/12	HEINRICH, SHEILA	660.00
05/11/12	HOLMBERG, LADONNA	510.50
05/11/12	HORWATH, RONALD	2,614.55
05/11/12	JANSON, ANGELA	34.00
05/11/12	JOHNSON, BARBARA	238.16
05/11/12	JOHNSON, KAITLYN	29.44
05/11/12	JOYER, ANTHONY	74.00
05/11/12	KOLLER, NINA	215.75
05/11/12	KRONHOLM, KATHRYN	624.13
05/11/12	LAMEYER, BRENT	38.75
05/11/12	LAMSON, ELIANA	72.00
05/11/12	MCCANN, NATALIE	164.00
05/11/12	NADEAU, KELLY	184.38
05/11/12	NELSON, ELEONOR	125.00
05/11/12	NORTHOUSE, KATHERINE	150.62
05/11/12	PROESCH, ANDY	578.39
05/11/12	RANEY, COURTNEY	459.00
05/11/12	RESENDIZ, LORI	636.84
05/11/12	RICHTER, DANIEL	132.30
05/11/12	RONNING, ISAIAH	134.75
05/11/12	RONNING, ZACCEUS	21.90
05/11/12	RUIZ, MARIA	46.00
05/11/12	SCHMIDT, EMILY	88.40
05/11/12	SCHREIER, ROSEMARIE	302.50
05/11/12	SCHREINER, MARK	40.15
05/11/12	SKAAR, SAMANTHA	95.00
05/11/12	SMITH, ANN	182.70
05/11/12	SMITH, CASEY	104.16
05/11/12	SMITLEY, SHARON	362.60
05/11/12	TAYLOR, JASON	77.35
05/11/12	TREPANIER, TODD	264.00
05/11/12	TUPY, HEIDE	91.60
05/11/12	TUPY, MARCUS	285.00
05/11/12	WARNER, CAROLYN	290.40
05/11/12	WEDES, CARYL	74.25
05/11/12	WOLFGRAM, MARY	105.30
05/11/12	DANIEL, BREANNA	67.50
05/11/12	HITE, ANDREA	54.00
05/11/12	BORCHERT, JONATHAN	132.31
05/11/12	COLEMAN, PATRICK	279.00
05/11/12	DOUGLASS, TOM	1,756.55
05/11/12	MALONEY, SHAUNA	217.50
05/11/12	PRINS, KELLY	1,690.16

	05/11/12	REILLY, MICHAEL	1,934.15
	05/11/12	SCHULZE, KEVIN	504.00
	05/11/12	THOMPSON, BENJAMIN	390.50
	05/11/12	AICHELE, CRAIG	2,219.99
	05/11/12	PRIEM, STEVEN	2,415.66
	05/11/12	WOEHRLE, MATTHEW	2,207.04
	05/11/12	BERGO, CHAD	2,678.00
	05/11/12	FOWLDS, MYCHAL	3,991.22
	05/11/12	FRANZEN, NICHOLAS	2,623.62
	05/11/12	KREGER, JASON	2,087.21
9986811	05/01/12	SWANSON, CHRIS	1,193.50
9986823	05/11/12	BENNETT, ERIN	112.00
9986824	05/11/12	DIAZ, SARITA	40.50
9986825	05/11/12	VANG, TIM	409.00
9986826	05/11/12	ERICSON, RACHEL	46.80
9986827	05/11/12	MCMAHON, MICHAEL	30.80
9986828	05/11/12	SCOTT, HALEY	66.15
9986829	05/11/12	WALES, ABIGAIL	147.26
9986830	05/11/12	WEINHAGEN, SHELBY	297.52
9986831	05/11/12	MORGAN, LINDSEY	110.56
9986832	05/11/12	REMNYAKOVA, ANZHELIKA	29.00
9986833	05/11/12	STEFFEN, MICHAEL	87.00
9986834	05/11/12	VANG, GEORGE	116.00
			493,126.60

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	05/25/12	CARDINAL, ROBERT	435.16
	05/25/12	JUENEMANN, KATHLEEN	435.16
	05/25/12	KOPPEN, MARVIN	435.16
	05/25/12	LLANAS, JAMES	435.16
	05/25/12	ROSSBACH, WILLIAM	494.44
	05/25/12	STRAUTMANIS, MARIS	294.00
	05/25/12	VALLE, EDWARD	50.00
	05/25/12	AHL, R. CHARLES	5,008.64
	05/25/12	ANTONEN, JAMES	5,352.58
	05/25/12	BURLINGAME, SARAH	2,074.90
	05/25/12	KANTRUD, HUGH	184.62
	05/25/12	CHRISTENSON, SCOTT	2,240.95
	05/25/12	FARR, LARRY	3,061.16
	05/25/12	JAHN, DAVID	1,882.87
	05/25/12	RAMEAUX, THERESE	3,061.18
	05/25/12	BAUMAN, GAYLE	4,145.13
	05/25/12	ANDERSON, CAROLE	1,122.79
	05/25/12	DEBILZAN, JUDY	1,289.97
	05/25/12	JACKSON, MARY	2,127.09
	05/25/12	KELSEY, CONNIE	2,594.80
	05/25/12	RUEB, JOSEPH	2,642.60
	05/25/12	SINDT, ANDREA	2,113.81
	05/25/12	GUILFOILE, KAREN	4,207.64
	05/25/12	SCHMIDT, DEBORAH	2,746.39
	05/25/12	SPANGLER, EDNA	1,277.84
	05/25/12	THOMFORDE, FAITH	1,255.50
	05/25/12	CORTESI, LUANNE	1,100.66
	05/25/12	LARSON, MICHELLE	1,827.76
	05/25/12	MECHELKE, SHERRIE	1,140.34
	05/25/12	MOY, PAMELA	1,520.45
	05/25/12	OSTER, ANDREA	1,907.48
	05/25/12	RICHTER, CHARLENE	941.61
	05/25/12	SCHOENECKER, LEIGH	1,569.35
	05/25/12	WEAVER, KRISTINE	2,356.55
	05/25/12	CORCORAN, THERESA	1,908.55
	05/25/12	KVAM, DAVID	4,209.55
	05/25/12	PALANK, MARY	1,905.17
	05/25/12	POWELL, PHILIP	2,932.46
	05/25/12	SVENDSEN, JOANNE	2,101.79
	05/25/12	THOMALLA, DAVID	4,961.38
	05/25/12	ABEL, CLINT	2,878.21
	05/25/12	ALDRIDGE, MARK	3,128.88
	05/25/12	BAKKE, LONN	2,937.06

05/25/12	BARTZ, PAUL	4,024.28
05/25/12	BELDE, STANLEY	2,990.84
05/25/12	BENJAMIN, MARKESE	2,975.57
05/25/12	BIERDEMAN, BRIAN	3,683.24
05/25/12	BOHL, JOHN	3,209.56
05/25/12	BUSACK, DANIEL	3,525.25
05/25/12	CARNES, JOHN	1,918.52
05/25/12	COFFEY, KEVIN	3,024.41
05/25/12	CROTTY, KERRY	3,611.20
05/25/12	DEMULLING, JOSEPH	2,845.55
05/25/12	DOBLAR, RICHARD	3,925.54
05/25/12	DUGAS, MICHAEL	3,571.79
05/25/12	ERICKSON, VIRGINIA	1,995.52
05/25/12	FLOR, TIMOTHY	3,725.17
05/25/12	FORSYTHE, MARCUS	2,276.42
05/25/12	FRASER, JOHN	3,530.54
05/25/12	FRITZE, DEREK	3,079.58
05/25/12	GABRIEL, ANTHONY	3,287.60
05/25/12	HAWKINSON JR, TIMOTHY	2,819.55
05/25/12	HER, PHENG	2,846.36
05/25/12	HIEBERT, STEVEN	3,266.92
05/25/12	JOHNSON, KEVIN	3,949.38
05/25/12	KALKA, THOMAS	929.24
05/25/12	KONG, TOMMY	2,878.21
05/25/12	KREKELER, NICHOLAS	876.00
05/25/12	KROLL, BRETT	2,971.31
05/25/12	LANGNER, SCOTT	3,092.20
05/25/12	LANGNER, TODD	2,980.04
05/25/12	LU, JOHNNIE	2,931.31
05/25/12	LYNCH, KATHERINE	2,186.00
05/25/12	MARINO, JASON	3,010.96
05/25/12	MARTIN, JERROLD	4,008.76
05/25/12	MCCARTY, GLEN	3,123.16
05/25/12	METRY, ALESIA	3,038.70
05/25/12	NYE, MICHAEL	3,731.90
05/25/12	OLSON, JULIE	2,937.06
05/25/12	PARKER, JAMES	2,186.00
05/25/12	REZNY, BRADLEY	3,197.02
05/25/12	RHUDE, MATTHEW	3,404.78
05/25/12	SHORTREED, MICHAEL	4,091.18
05/25/12	STEINER, JOSEPH	3,677.63
05/25/12	SYPNIEWSKI, WILLIAM	2,880.57
05/25/12	SZCZEPANSKI, THOMAS	2,990.84
05/25/12	TAUZELL, BRIAN	2,846.36
05/25/12	THEISEN, PAUL	3,150.93
05/25/12	THIENES, PAUL	4,100.51
05/25/12	TRAN, JOSEPH	3,193.20
05/25/12	WENZEL, JAY	3,235.22
05/25/12	XIONG, KAO	2,878.21
05/25/12	ANDERSON, BRIAN	384.00
05/25/12	ARKSEY, CHARLES	216.00
05/25/12	BAHL, DAVID	427.00

05/25/12	BASSETT, BRENT	564.00
05/25/12	BAUMAN, ANDREW	2,702.31
05/25/12	BIGELBACH, ANTHONY	144.00
05/25/12	BOURQUIN, RON	576.00
05/25/12	BRADBURY, RYAN	36.00
05/25/12	BRESIN, ROBERT	468.00
05/25/12	CAPISTRANT, JACOB	732.00
05/25/12	CAPISTRANT, JOHN	402.50
05/25/12	CRAWFORD, RAYMOND	675.00
05/25/12	CRUMMY, CHARLES	324.00
05/25/12	DAWSON, RICHARD	2,674.17
05/25/12	EATON, PAUL	426.00
05/25/12	EVERSON, PAUL	2,986.11
05/25/12	FASULO, WALTER	397.50
05/25/12	FOSSUM, ANDREW	2,702.31
05/25/12	HAGEN, MICHAEL	252.00
05/25/12	HALE, JOSEPH	336.00
05/25/12	HALWEG, JODI	2,761.40
05/25/12	HAWTHORNE, ROCHELLE	2,067.07
05/25/12	HENDRICKSON, NICHOLAS	2,507.77
05/25/12	HUTCHINSON, JAMES	658.00
05/25/12	IMM, TRACY	288.00
05/25/12	JANSEN, CHAD	180.00
05/25/12	JONES, JONATHAN	324.00
05/25/12	KANE, ROBERT	913.50
05/25/12	KARRAS, JAMIE	219.00
05/25/12	KERSKA, JOSEPH	477.00
05/25/12	KONDER, RONALD	324.00
05/25/12	KUBAT, ERIC	2,553.63
05/25/12	LINDER, TIMOTHY	2,702.31
05/25/12	LOCHEN, MICHAEL	548.00
05/25/12	MILLER, LADD	564.00
05/25/12	MILLER, NICHOLAS	120.00
05/25/12	MONDOR, MICHAEL	3,119.66
05/25/12	MONSON, PETER	180.00
05/25/12	MORGAN, JEFFERY	292.50
05/25/12	NIELSEN, KENNETH	288.00
05/25/12	NOVAK, JEROME	2,778.84
05/25/12	NOWICKI, PAUL	210.00
05/25/12	OLSON, JAMES	2,778.84
05/25/12	OPHEIM, JOHN	490.00
05/25/12	PACHECO, ALPHONSE	468.00
05/25/12	PETERSON, MARK	395.50
05/25/12	PETERSON, ROBERT	3,048.04
05/25/12	POWERS, KENNETH	192.00
05/25/12	RAINEY, JAMES	588.00
05/25/12	RANK, NATHAN	612.00
05/25/12	RANK, PAUL	624.00
05/25/12	RAVENWALD, CORINNE	36.00
05/25/12	REYNOSO, ANGEL	378.00
05/25/12	RICE, CHRISTOPHER	1,039.50
05/25/12	SCHULTZ, JEROME	228.00

05/25/12	SEDLACEK, JEFFREY	2,831.18
05/25/12	STREFF, MICHAEL	2,702.31
05/25/12	SVENDSEN, RONALD	3,079.77
05/25/12	WESSELS, TIMOTHY	288.00
05/25/12	WHITE, JOEL	180.00
05/25/12	GERVAIS-JR, CLARENCE	3,985.69
05/25/12	LUKIN, STEVEN	4,498.52
05/25/12	ZWIEG, SUSAN	1,706.92
05/25/12	KNUTSON, LOIS	2,054.95
05/25/12	NIVEN, AMY	1,425.42
05/25/12	BRINK, TROY	3,091.61
05/25/12	BUCKLEY, BRENT	2,085.35
05/25/12	DEBILZAN, THOMAS	2,146.17
05/25/12	EDGE, DOUGLAS	2,125.00
05/25/12	JONES, DONALD	2,146.15
05/25/12	MEISSNER, BRENT	1,949.35
05/25/12	NAGEL, BRYAN	3,560.40
05/25/12	OSWALD, ERICK	2,357.97
05/25/12	RUIZ, RICARDO	1,539.75
05/25/12	RUNNING, ROBERT	2,514.05
05/25/12	TEVLIN, TODD	2,146.15
05/25/12	BURLINGAME, NATHAN	2,087.20
05/25/12	DUCHARME, JOHN	2,740.37
05/25/12	ENGSTROM, ANDREW	2,555.76
05/25/12	JACOBSON, SCOTT	2,479.61
05/25/12	JAROSCH, JONATHAN	3,013.03
05/25/12	KUMMER, STEVEN	3,216.56
05/25/12	LINDBLOM, RANDAL	3,042.96
05/25/12	LOVE, STEVEN	3,446.88
05/25/12	THOMPSON, MICHAEL	4,058.96
05/25/12	ZIEMAN, SCOTT	582.20
05/25/12	JANASZAK, MEGHAN	1,497.35
05/25/12	KONEWKO, DUWAYNE	4,413.24
05/25/12	BUTTWEILER, TYLER	420.00
05/25/12	EDSON, DAVID	2,191.39
05/25/12	GUNDERSON, ANDREW	972.00
05/25/12	GUNDERSON, THOMAS	672.00
05/25/12	HAMRE, MILES	1,513.60
05/25/12	HAYS, TAMARA	1,539.75
05/25/12	HINNENKAMP, GARY	2,268.46
05/25/12	NAUGHTON, JOHN	2,146.15
05/25/12	NORDQUIST, RICHARD	2,151.46
05/25/12	BIESANZ, OAKLEY	1,449.84
05/25/12	DEAVER, CHARLES	922.81
05/25/12	GERNES, CAROLE	618.21
05/25/12	HAYMAN, JANET	1,259.37
05/25/12	HUTCHINSON, ANN	2,649.17
05/25/12	SOUTTER, CHRISTINE	405.57
05/25/12	WACHAL, KAREN	887.48
05/25/12	GAYNOR, VIRGINIA	3,244.09
05/25/12	KROLL, LISA	1,964.55
05/25/12	SWANSON, CHRIS	275.00

05/25/12	THOMPSON, DEBRA	760.22
05/25/12	YOUNG, TAMELA	2,015.75
05/25/12	EKSTRAND, THOMAS	3,829.34
05/25/12	FINWALL, SHANN	3,233.35
05/25/12	MARTIN, MICHAEL	2,709.35
05/25/12	BRASH, JASON	2,393.35
05/25/12	CARVER, NICHOLAS	3,244.09
05/25/12	FISHER, DAVID	3,807.86
05/25/12	SWAN, DAVID	2,766.15
05/25/12	WELLENS, MOLLY	1,659.23
05/25/12	BERGER, STEPHANIE	211.38
05/25/12	BETHEL III, CHARLES	70.13
05/25/12	BJORK, BRANDON	74.25
05/25/12	BRENEMAN, NEIL	2,159.70
05/25/12	DWELLY, KATHLEEN	37.50
05/25/12	GERMAIN, BRADY	100.00
05/25/12	KHOURY, SARAH	493.50
05/25/12	KOHLMAN, JENNIFER	161.50
05/25/12	LARSON, KATELYN	126.00
05/25/12	ROBBINS, AUDRA	3,019.96
05/25/12	ROBBINS, CAMDEN	96.00
05/25/12	SCHALLER, SCOTT	163.63
05/25/12	SCHALLER, TYLER	47.13
05/25/12	TAYLOR, JAMES	2,738.98
05/25/12	VUKICH, CANDACE	63.75
05/25/12	ADAMS, DAVID	1,840.24
05/25/12	GERMAIN, DAVID	2,155.39
05/25/12	HAAG, MARK	2,356.55
05/25/12	ORE, JORDAN	1,539.75
05/25/12	SCHULTZ, SCOTT	3,090.82
05/25/12	ANZALDI, MANDY	1,467.38
05/25/12	CRAWFORD - JR, RAYMOND	312.40
05/25/12	EVANS, CHRISTINE	1,374.42
05/25/12	GLASS, JEAN	2,125.10
05/25/12	HER, PETER	445.30
05/25/12	HOFMEISTER, MARY	1,124.45
05/25/12	HOFMEISTER, TIMOTHY	534.55
05/25/12	KULHANEK-DIONNE, ANN	397.50
05/25/12	PELOQUIN, PENNYE	515.64
05/25/12	PENN, CHRISTINE	2,332.74
05/25/12	SHERRILL, CAITLIN	679.72
05/25/12	VUE, LOR PAO	195.50
05/25/12	ANDERSON, ALYSSA	19.38
05/25/12	ANDERSON, MAXWELL	399.43
05/25/12	BAETZOLD, SETH	48.94
05/25/12	BAUDE, SARAH	36.50
05/25/12	BIGGS, ANNETTE	131.58
05/25/12	BRUSOE, AMY	218.21
05/25/12	BRUSOE, CRISTINA	43.88
05/25/12	BUCKLEY, BRITTANY	236.90
05/25/12	BUTLER, ANGELA	119.00
05/25/12	COSTA, JOSEPH	565.00

05/25/12	CRANDALL, KRISTA	97.99
05/25/12	DEMPSEY, BETH	328.25
05/25/12	DIONNE, DANIELLE	90.60
05/25/12	DUNN, RYAN	1,032.30
05/25/12	ERICKSON-CLARK, CAROL	49.00
05/25/12	FONTAINE, KIM	565.88
05/25/12	FOX, KELLY	120.00
05/25/12	FRAMPTON, SAMANTHA	171.50
05/25/12	GADOW, ANNA	428.56
05/25/12	GADOW, VERONIKA	70.65
05/25/12	GIEL, NICOLE	76.00
05/25/12	GRAY, MEGAN	83.01
05/25/12	GRUENHAGEN, LINDA	381.00
05/25/12	HAGSTROM, EMILY	40.20
05/25/12	HANSEN, HANNAH	115.00
05/25/12	HEINRICH, SHEILA	298.00
05/25/12	HOLMBERG, LADONNA	570.50
05/25/12	HORWATH, RONALD	2,614.55
05/25/12	JOHNSON, BARBARA	211.09
05/25/12	JOHNSON, KAITLYN	54.95
05/25/12	JOYER, ANTHONY	22.20
05/25/12	KOLLER, NINA	213.38
05/25/12	KRONHOLM, KATHRYN	725.60
05/25/12	LAMEYER, BRENT	46.50
05/25/12	LAMEYER, ZACHARY	27.15
05/25/12	LAMSON, ELIANA	72.00
05/25/12	MCCANN, NATALIE	218.00
05/25/12	MCCORMACK, MELISSA	33.08
05/25/12	MUSA, OLUTOYIN	40.00
05/25/12	NADEAU, KELLY	191.05
05/25/12	NADEAU, TAYLOR	54.10
05/25/12	NELSON, ELEONOR	50.00
05/25/12	NORTHOUSE, KATHERINE	83.25
05/25/12	POVLITZKI, MARINA	19.00
05/25/12	PROESCH, ANDY	591.58
05/25/12	RANEY, COURTNEY	513.00
05/25/12	RESENDIZ, LORI	636.84
05/25/12	RICHTER, DANIEL	207.90
05/25/12	RONNING, ISAIAH	103.95
05/25/12	RUIZ, MARIA	46.00
05/25/12	SCHMIDT, EMILY	88.40
05/25/12	SCHREIER, ROSEMARIE	325.38
05/25/12	SCHREINER, MARK	32.85
05/25/12	SCHREINER, MICHELLE	123.63
05/25/12	SJERVEN, BRENDA	36.00
05/25/12	SKAAR, SAMANTHA	15.00
05/25/12	SMITH, ANN	203.00
05/25/12	SMITH, CASEY	67.41
05/25/12	SMITLEY, SHARON	310.80
05/25/12	TREPANIER, TODD	308.00
05/25/12	TRUE, ANDREW	43.25
05/25/12	TUPY, HEIDE	91.60

	05/25/12	TUPY, MARCUS	285.00
	05/25/12	WARNER, CAROLYN	316.80
	05/25/12	WEDES, CARYL	24.75
	05/25/12	WOLFGRAM, MARY	52.65
	05/25/12	BOSLEY, CAROL	50.00
	05/25/12	KENN, MADELINE	147.00
	05/25/12	BORCHERT, JONATHAN	152.25
	05/25/12	COLEMAN, PATRICK	139.50
	05/25/12	DOUGLASS, TOM	1,756.55
	05/25/12	MALONEY, SHAUNA	187.50
	05/25/12	PRINS, KELLY	1,690.16
	05/25/12	REILLY, MICHAEL	1,934.15
	05/25/12	SCHULZE, KEVIN	504.00
	05/25/12	THOMPSON, BENJAMIN	390.50
	05/25/12	VANG, GEORGE	137.75
	05/25/12	AICHELE, CRAIG	2,221.07
	05/25/12	PRIEM, STEVEN	2,415.66
	05/25/12	WOEHRLE, MATTHEW	2,305.56
	05/25/12	BERGO, CHAD	2,678.00
	05/25/12	FOWLDS, MYCHAL	3,791.22
	05/25/12	FRANZEN, NICHOLAS	2,623.62
	05/25/12	KREGER, JASON	2,087.21
9986852	05/25/12	BENNETT, ERIN	112.00
9986853	05/25/12	DIAZ, SARITA	63.00
9986854	05/25/12	VANG, TIM	272.00
9986855	05/25/12	ERICSON, RACHEL	46.80
9986856	05/25/12	PIEPER, THEODORE	35.00
9986857	05/25/12	SCOTT, HALEY	44.10
9986858	05/25/12	WALES, ABIGAIL	93.81
9986859	05/25/12	WEINHAGEN, SHELBY	258.15
9986860	05/25/12	MORGAN, LINDSEY	157.69
9986861	05/25/12	STEFFEN, MICHAEL	87.00

\$ 502,673.82

MEMORANDUM

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: June 6, 2012
RE: Approval of Agreement for Use of Harvest Park for the Susan G. Komen 3-Day Race for the Cure Event

Introduction

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

Background

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

The Susan G. Komen Race for the Cure® event is scheduled for August 24-26. Staff has had correspondence with the coordinators for the event to ensure that health and safety, public safety and other concerns are met. Staff has experienced a very professional and responsible working relationship the last five years with the event coordinators and look forward to working with them again.

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

Recommendation

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

Attachment 1: Use Agreement

USE AGREEMENT
City of Maplewood
Citizen Services Department

The Use Agreement (hereafter "Agreement") is made and entered in to this ____ day of _____, 2012, by and between the City of Maplewood, a Minnesota municipal corporation (hereafter the "City"), and The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure® (hereafter "Komen"), as producer of the 2012 Susan G. Komen Twin Cities 3-Day event benefiting Komen, a non-profit organization.

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

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

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

1. **Komen** shall have the right to use the Harvest Park property in connection with a non-profit cancer awareness program and matters related to the Susan G. Komen Twin Cities 3-Day. Komen shall have the right to use the property to construct an overnight campground. NO campfires will be allowed, and all camp design and construction plans, including areas in which vehicular access to the property will be allowed, shall be subject to the specific approval of the City, which approval shall not be unreasonably withheld.
2. **Komen** will be permitted to use the Harvest Park property on the following days:
 - a. August 22 and 23, 2012, for set up
 - b. August 24-26, 2012, for event day
 - c. August 27, 2012 for clean up
3. **Komen** accepts full responsibility and liability for any and all damages resulting to the park property as a result of its use for the Susan G. Komen Twin Cities 3-Day, reasonable wear and tear excluded. Komen agrees to restore the property to its previous condition, which is reasonably acceptable to the City of Maplewood. The Director of Citizen Services and Maplewood Staff will meet on Monday, August 27, 2012 with Kendra O'Donnell, Event Production Manager, Event 360, Inc., to evaluate the condition of the property and to determine what work, if any, will be necessary to restore the property to its previous condition. A security deposit of \$5,000.00, made payable to the "City of Maplewood" must be received by July 30, 2012. The deposit will be refundable after inspection of the property and completion of all items of reasonable concern are addressed.
4. **Komen** shall maintain general liability insurance in an amount of at least amounts not less than those set forth on the attached Certificate of Insurance at all times during the Terms of this Agreement to protect the City from any and all liability to persons or property which may result from use of the Harvest Park property. Komen shall provide the City to be named as "additional insured" on its binder.
5. The **City** shall be responsible for having the property mowed and clear of litter and trash and in good and useable condition prior to August 22, 2012.
6. **Komen** will coordinate security and traffic issues with the City of Maplewood Police Department. The event area will be secured and closed to the public no later than 9:00 p.m. on the days that the property is being used by Komen for the Susan G. Komen Twin Cities 3-Day.
7. **Komen** shall notify the City by August 1, 2012, of the emergency contingency plan for the scheduled event in case of inclement weather.

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

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

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

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

11. As to notice or communication regarding this agreement:

Event360, Inc.
Susan G. Komen 3-Day for the Cure™
Kendra O'Donnell
Event Production Manager
Phone: 661.212.8862
Fax: 888.453.1731
kodonnell@event360.com

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

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

City of Maplewood

By: _____
Mayor, Will Rossbach

By: _____
City Manager, James Antonen

Date: _____

Date: _____

Attest: _____
City Clerk, Karen Guilfoile

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

By: _____

Title: _____

Date: _____

MEMORANDUM

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: June 6, 2012
SUBJECT: Approval of Ramsey County Fair Temporary Gambling Permit

Introduction

Les Nelson, on behalf of White Bear Avenue Business Association, has applied for a temporary gambling permit for the Ramsey County Fair that will be held from July 11 through July 15, 2012. The Ramsey County Fair is an annual event and funds raised will be used for community events in the area.

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 permit for lawful gambling is approved for White Bear Avenue Business Association to be used at the Ramsey County Fair, 2020 White Bear Avenue, Maplewood, MN from July 11 through July 15, 2012.

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

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

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

Recommendation

It is recommended that the City Council approve the resolution for a temporary gambling permit for White Bear Avenue Business Association.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Kummer, Staff Engineer
SUBJECT: **Approval of Storm Water Maintenance Agreement for J&R Maplewood LLC (LaMettry's Collision Building), City Project 11-21**
DATE: June 1, 2012

INTRODUCTION

The council will consider approval of a storm water maintenance agreement with LaMettry's Collision located at 2923 Maplewood Drive for the maintenance of an underground infiltration system constructed as part of a new auto body repair shop building.

BACKGROUND

On October 10, 2011, the City Council approved a conditional use permit for Rick Lamettry to construct a new auto body repair shop located on a parcel north of his existing location at 2923 Maplewood Drive. The improvements include a new building and parking lot with an associated underground infiltration system for storm water treatment.

DISCUSSION

City staff requires maintenance agreements for all new developments and redevelopments constructing facilities for the treatment of storm water drainage to meet the City's ordinance requirements. Maintenance is essential for these systems to achieve their designed performance for removal of runoff pollutants. This development will utilize an underground rock trench with perforated pipe to capture the first one inch of runoff from the site prior to discharging into the City's storm water basin to the west.

BUDGET

There are no impacts to the City's budget for this project.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor and City Manager to enter into the attached agreement with the J and R Maplewood LLC (LaMettry's Collision ownership) for the maintenance of storm water best management practices installed as part of the site improvements. Minor revisions as approved by the City Attorney are authorized as needed for the agreement.

Attachments:
1. Agreement

STORM WATER FACILITIES MAINTENANCE AGREEMENT

This maintenance agreement (hereinafter referred to as "Agreement") is made this _____ day of _____ 2012, by and between _____ (hereinafter referred to as "Owner"), and the City of Maplewood, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the "City"), to provide for the construction and ongoing maintenance of the stormwater facilities (hereinafter referred to as the "Facilities") constructed pursuant to the City of Maplewood Conditional Use Permit, and approved construction plans dated 4/23/2012. (Signature)

WHEREAS, J&R Maplewood LLP is the Owner of the property, legally described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, the City and Owner are in agreement that in order to accommodate the runoff generated by the development, certain storm sewer facilities are required; and

WHEREAS, Owner shall construct the Facilities on the Property to which the inspection and maintenance requirements in this Agreement apply as per the site plan, attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, in order to meet the City's permitting requirements, said Facilities are necessary and reasonable for the City to require the Owner and all subsequent owners of said parcel to inspect and maintain the Facilities on a regular basis to ensure that the Facilities function as intended; and

WHEREAS, the requirements set forth in this Agreement shall only apply to the Facilities, as shown on Exhibit "B."

NOW, THEREFORE, it is mutually agreed by and between the parties:

- 1) Owner, at its expense, shall be responsible for the construction, inspection and maintenance of the Facilities located on the Property. Inspection and maintenance shall include the following:
 - a. Owner shall inspect the Facilities at least annually.
 - b. Owner shall maintain and repair the Facilities:
 - i. In the case of basins, underground piping, trenches and other facilities where sediment collects: To preserve the storage or capacity at or above the design volume or, where no design

storage volume or capacity is incorporate into the permit, the volume or capacity recommended by the manufacturer.

- ii. In the case of conveyances and other structures: To preserve design hydraulic capacity.
 - iii. In the case of facilities relying on soils and vegetation for stormwater management or treatment: To preserve healthy vegetation and design soil permeability.
 - iv. In the case of pervious pavements: To preserve design infiltration capacity and prevent clogging.
 - v. In the case of all facilities, as necessary: To preserve the integrity and intended function of the facility.
- c. Owner shall keep logs of inspection, maintenance and repair activities conducted on the Facilities. Log entries shall contain dates of activities conducted and any corrective actions taken.
- 2) The City shall have sole discretion to determine the need to clean the Facilities, either in conjunction with the aforesated schedule or more often as deemed necessary by the City. The City shall notify the Owner in writing if the Facilities require cleaning. The City shall clean said Facilities within sixty (60) days of receipt of notice from the City.

In the event Owner fails to clean said Facilities in accordance with the City's request, the City's shall notify Owner of said failure in writing and Owner shall have an additional ten (10) business days (the "Cure Period") to demonstrate that the Facilities have been cleaned to the City's satisfaction. If, after the Cure Period, the City determines that the Facilities still require cleaning, the City at its sole discretion may have the Facilities cleaned, the cost of which shall be the responsibility of Owner. Owner shall indemnify the City for any and all costs incurred by the City for cleaning the Facilities, as well as for costs and fees incurred by the City to enforce this Agreement.

- 3) This Agreement shall be binding on the Owner, its representatives, heirs, transferors, successors and/or assigns. This Agreement shall run with the land and may be required against the property.

DATE: _____

CITY OF MAPLEWOOD

By: _____
James Antonen

By: _____
Will Rossbach

Its: City Manager

Its: Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

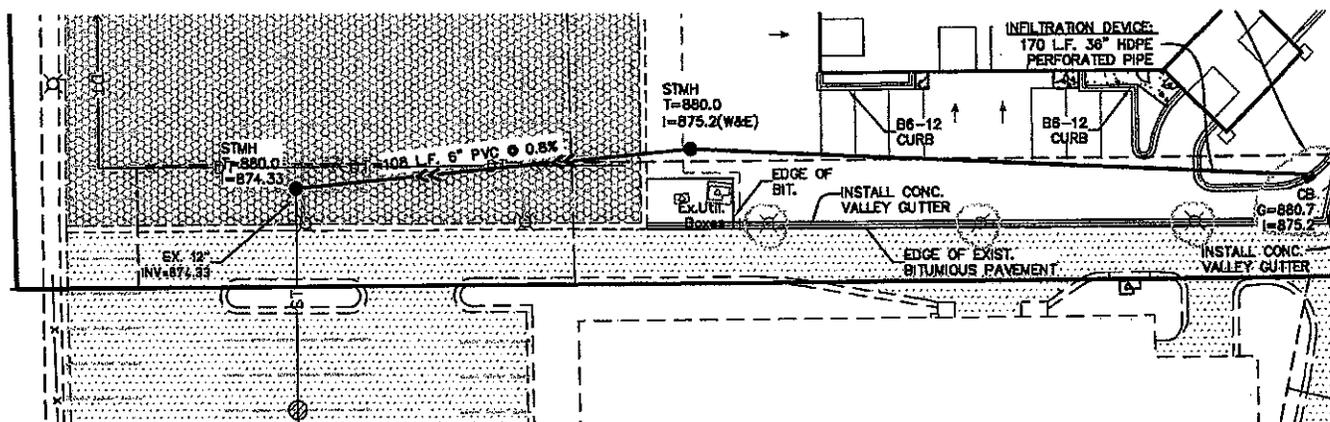
The foregoing instrument was acknowledged before me this ____ day of
_____, 2012 by _____, its _____

for the City of Maplewood.

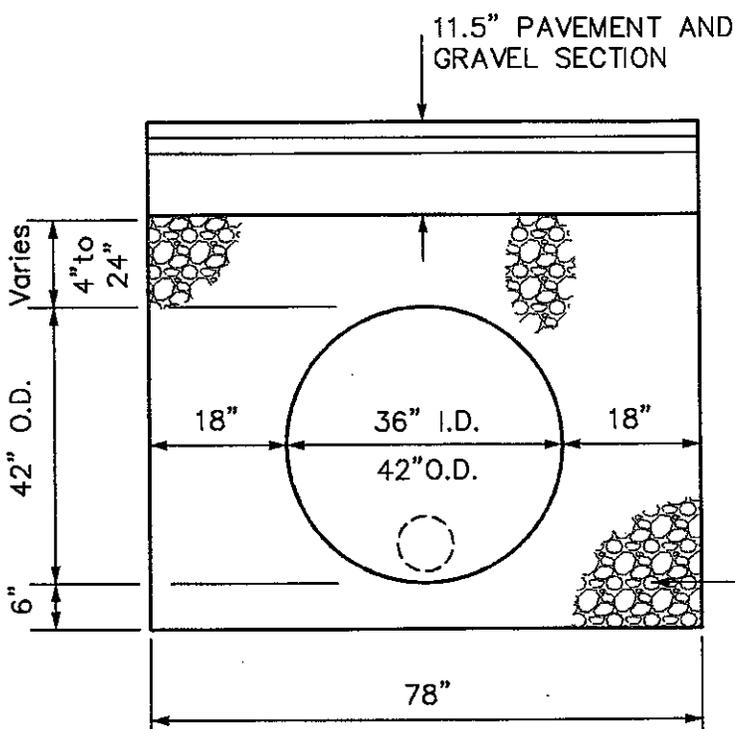
Notary Public

Prepared by:
City of Maplewood, Minnesota
Public Works Department
1902 County Road B East
Maplewood, MN 55109

EXHIBIT A



PIPE PLAN VIEW



NOTE:

INFILTRATION PIPE TO BE INSPECTED EACH SPRING TO DETERMINE IF IT REQUIRES FLUSHING AND VACUUMING. CLEAN AS NECESSARY.

CLASS 1 OR 2 MATERIAL PLACED AND COMPACTED IN ACCORDANCE WITH ASTM D2321 IN PIPE ZONE.

INFILTRATION PIPE X-SECTION

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Kummer, Staff Engineer
SUBJECT: **Approval of Storm Water Maintenance Agreement for Maplewood 2007 LLC (Maplewood Town Center), City Project 12-02**
DATE: June 1, 2012

INTRODUCTION

The City Council will consider approval of a storm water maintenance agreement with the Maplewood Town Center shopping center located at 1845 County Road D East (former Best Buy location) for the maintenance of an underground infiltration system constructed as part of a redevelopment plan for the shopping center.

BACKGROUND

On March 27, 2012, the Community Design Review Board (CDRB) approved a plan to modify the existing Maplewood Town Center, which housed the former Best Buy location. The improvements include removal of the front portion of the existing space, parking lot renovations and improvements to pedestrian accessibility. Per the City's stormwater ordinance, the project is disturbing more than ½-acre, and will require storm water management consistent with the ordinance. The applicant will install an underground infiltration and rate control system to meet these requirements.

DISCUSSION

City staff requires maintenance agreements for all new developments and redevelopments constructing facilities for the treatment of storm water to meet the City's ordinance requirements. Maintenance is essential for these systems to achieve their designed performance for removal of runoff pollutants.

BUDGET

There are no impacts to the City's budget for this project.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor and City Manager to enter into the attached agreement with Maplewood 2007 LLC (Maplewood Town Center) for the maintenance of storm water best management practices installed as part of the site improvements. Minor revisions as approved by the City Attorney are authorized as needed for the agreement.

Attachments:
1. Agreement

STORM WATER BEST MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

This maintenance agreement is made this _____ day of May 2012, by and between Maplewood 2007, LLC (hereinafter referred to as "Owner"), and the City of Maplewood, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the "City"), to provide for the maintenance of the stormwater facilities (hereinafter referred to as the "Facilities") constructed pursuant to the City of Maplewood Conditional Use Permit and approved construction plans dated March 5, 2012.

WHEREAS, Maplewood 2007, LLC is the Owner of the property which is the subject of this Agreement, legally described on Exhibit "A" attached hereto and incorporated herein by reference to this Agreement (the "Property"); and

WHEREAS, owner is intending to construct the Facilities on the Property to which the inspection and maintenance requirements in the Agreement apply as labeled on the scaled site plan, Exhibit "B" attached hereto and incorporated herein by reference to this Agreement.

WHEREAS, in order to meet the City's permitting requirements, said Facilities are necessary and reasonable for the City to require the Owner and all subsequent owners of said parcel to inspect and maintain the Facilities on a regular basis to ensure that the Facilities function as intended.

WHEREAS, the requirements set forth in this Agreement shall only apply to the Facilities, as shown on Exhibit "B," and shall not apply to any portion of the Property not containing the Facilities.

NOW, THEREFORE, it is mutually agreed by and between the parties:

- 1) Owner, at its expense, shall be responsible for the inspection and maintenance of the Facilities located on the Property so that the Facilities function properly and meet the City's needs. The schedule shall be as follows:
 - a. Owner shall inspect the Facilities at least annually.
 - b. Owner shall maintain and repair the Facilities:
 - i. In the case of basins, underground piping, trenches and other facilities where sediment collects, to preserve the storage or capacity at or above the design volume or, where no design storage volume or capacity is incorporate into the permit, the

volume or capacity recommended by the manufacturer.

- ii. In the case of conveyances and other structures, to preserve design hydraulic capacity.
 - iii. In the case of facilities relying on soils and vegetation for stormwater management or treatment, to preserve healthy vegetation and design soil permeability.
 - iv. In the case of pervious pavements, to preserve design infiltration capacity and prevent clogging.
 - v. In the case of all facilities, as necessary to preserve the integrity and intended function of the facility.
- c. Owner shall keep logs of inspection, maintenance and repair activities conducted on the Facilities. Log entries shall contain, dates of activities, activities conducted and any corrective actions taken.
- 2) The City shall have sole discretion to determine the need to clean the Facilities, either in conjunction with the aforesaid schedule or more often as deemed necessary by the City. The City shall notify the Owner in writing if the Facilities require cleaning. The City shall clean said Facilities within sixty (60) days of receipt of notice from the City.

In the event Owner fails to clean said Facilities in accordance with the City's request, the City's shall notify Owner of said failure in writing and Owner shall have an additional ten (10) business days (the "Cure Period") to demonstrate that the Facilities have been cleaned to the City's satisfaction. If, after the Cure Period, the City determines that the Facilities still require cleaning, the City at its sole discretion may have the Facilities cleaned either through its own employees or through an outside third party, the cost of which shall be the responsibility of Owner. Owner shall indemnify the City for any and all costs reasonably incurred by the City for cleaning the Facilities, as well as for costs and fees incurred by the City to enforce this Agreement.

- 3) This Agreement shall be binding on the Owner its representatives, heirs, transferors, successors and/or assigns. This Agreement shall run with the land required to be recorded against the property.

IN WITNESS WHEREOF, the parties hereto execute this Maintenance Agreement.

DATE: 5/2/12

Maplewood 2007, LLC

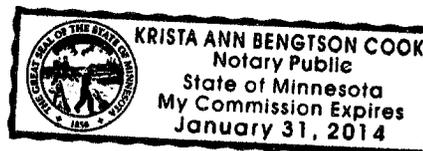
By: [Signature]

Its: Secretary

STATE OF MINNESOTA)
 Hennepin) ss.
COUNTY OF ~~RAMSEY~~ *RAMSEY*)

The foregoing instrument was acknowledged before me this 21st day of
May, 2012 by Gary Janisch, its SECRETARY
for Maplewood 2007, LLC.

Krista Ann Bengtson Cook
Notary Public



DATE: _____

CITY OF MAPLEWOOD

By: _____
James Antonen

By: _____
Will Rossbach

Its: City Manager

Its: Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2012 by _____, its _____

for the City of Maplewood.

Notary Public

Prepared by:
City of Maplewood, Minnesota
Public Works Department
1902 County Road B East
Maplewood, MN 55109

EXHIBIT A

Parcel 1:

The East 231 feet of the South of the Southeast Quarter of Section 34, Township 30, Range 22, lying South of the Southerly right-of-way line of Highway No. 694, Ramsey County, Minnesota.

Parcel 2:

Lot 5, Except the East 82 feet, Block 1, TOUSLEY COMMERCIAL PARK, Ramsey County, Minnesota.

Parcel 3:

The East 82 feet of Lot 5, Except the East 82 feet, Block 1, TOUSLEY COMMERCIAL PARK, Ramsey County, Minnesota.

Parcel 4:

Non-exclusive easement for pedestrian and vehicular ingress and egress for the benefit of Parcels 2 and 3, as contained in Driveway Easement Agreement dated July 1, 2009, filed August 5, 2009, as Document No. 4174580.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Kummer, Staff Engineer
SUBJECT: **Approval of Storm Water Maintenance Agreement for Kennard Professional Building East LLC (Kennard East Professional Building: VA Medical Center), Project 11-27**
DATE: June 1, 2012

INTRODUCTION

The City Council will consider approval of a storm water maintenance agreement with the new VA Medical Center located at 1725 Legacy Parkway East (east of the roundabout at Kennard Street and Legacy Parkway) for the maintenance of an underground infiltration system constructed as part of the proposed development.

BACKGROUND

On December 13, 2011, the Community Design Review Board (CDRB) approved a plan for the Veterans Administration to develop an outpatient medical clinic on the vacant site east of the existing Kennard Professional Building. The improvements include 23,000 square feet of new building space with associated parking. Per the City's stormwater ordinance, the project is disturbing more than ½-acre, and will require storm water management consistent with the ordinance. The applicant is proposing to meet infiltration requirements utilizing a perforated pipe storm sewer installed under the parking lot.

DISCUSSION

City staff requires maintenance agreements for all new developments and redevelopments constructing facilities for the treatment of storm water to meet the City's ordinance requirements. Maintenance is essential for these systems to achieve their designed performance for removal of runoff pollutants.

BUDGET

There are no impacts to the City's budget for this project.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor and City Manager to enter into the attached agreement with Kennard Professional Building East LLC (VA Clinic building management) for the maintenance of storm water best management practices installed as part of the site improvements. Minor revisions as approved by the City Attorney are authorized as needed for the agreement.

Attachments:
1. Agreement

MAINTENANCE AGREEMENT

This maintenance agreement is made this 23rd day of May, 2012, by and between Kennard Professional Building East, LLC (hereinafter referred to as "Owner"), and the City of Maplewood, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the "City"), to provide for the maintenance of the stormwater facilities (hereinafter referred to as the "Facilities") constructed pursuant to the City of Maplewood Conditional Use Permit and approved construction plans dated 1/12/12.

WHEREAS, Kennard Professional Building East, LLC is the Owner of the property which is the subject of this Agreement, legally described on Exhibit "A" attached hereto and incorporated herein by reference to this Agreement (the "Property"); and

WHEREAS, owner is intending to construct the Facilities on the Property to which the inspection and maintenance requirements in the Agreement apply as labeled on the scaled site plan, Exhibit "B" attached hereto and incorporated herein by reference to this Agreement.

WHEREAS, in order to meet the City's permitting requirements, said Facilities are necessary and reasonable for the City to require the Owner and all subsequent owners of said parcel to inspect and maintain the Facilities on a regular basis to ensure that the Facilities function as intended.

WHEREAS, the requirements set forth in this Agreement shall only apply to the Facilities, as shown on Exhibit "B," and shall not apply to any portion of the Property not containing the Facilities.

NOW, THEREFORE, it is mutually agreed by and between the parties:

- 1) Owner, at its expense, shall be responsible for the inspection and maintenance of the Facilities located on the Property so that the Facilities function properly and meet the City's needs. The schedule shall be as follows:
 - a. Owner shall inspect the Facilities at least annually.
 - b. Owner shall maintain and repair the Facilities:
 - i. In the case of basins and other facilities where sediment collects, to preserve the storage or capacity at or above the design volume or, where no design storage volume or capacity is incorporate into the permit, the volume or capacity recommended by the manufacturer.
 - ii. In the case of conveyances and other structures, to preserve design hydraulic capacity.

- iii. In the case of facilities relying on soils and vegetation for stormwater management or treatment, to preserve healthy vegetation and design soil permeability.
 - iv. In the case of pervious pavements, to preserve design infiltration capacity and prevent clogging.
 - v. In the case of all facilities, as necessary to preserve the integrity and intended function of the facility.
- c. Owner shall keep logs of inspection, maintenance and repair activities conducted on the Facilities. Log entries shall contain, dates of activities, activities conducted and any corrective actions taken.
- 2) The City shall have sole discretion to determine the need to clean the Facilities, either in conjunction with the aforesaid schedule or more often as deemed necessary by the City. The City shall notify the Owner in writing if the Facilities require cleaning. The City shall clean said Facilities within sixty (60) days of receipt of notice from the City. The City shall act reasonably in exercising said discretion.

In the event Owner fails to clean said Facilities in accordance with the City's request, the City shall notify Owner of said failure in writing and Owner shall have an additional ten (10) business days (the "Cure Period") to demonstrate that the Facilities have been cleaned to the District's standards. If, after the Cure Period, the City determines that the Facilities still require cleaning, the District at its sole discretion may have the Facilities cleaned either through its own employees or through an outside third party, the cost of which shall be the responsibility of Owner. Owner shall indemnify the City for any and all costs reasonably incurred by the City for cleaning the Facilities, as well as for costs and fees reasonably incurred by the City to enforce this Agreement.

- 3) This Agreement shall be binding on the Owner of said real estate as described in the Exhibit "A" attached hereto, and its representatives, heirs, transferors, successors and/or assigns. This Agreement shall run with the land.

IN WITNESS WHEREOF, the parties hereto execute this Maintenance Agreement.

DATE: 5/23/2012

Kennard Professional Building East, LLC

By: *Alex Young*

Its: Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)



The foregoing instrument was acknowledged before me this 23 day of
May, 2012 by Alex Young, its Secretary
for Kennard Professional Building East, LLC

Jill Heinbuch
Notary Public

DATE: _____

CITY OF MAPLEWOOD

By: _____
James Antonen

By: _____
Will Rossbach

Its: City Manager

Its: Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2012 by _____, its _____

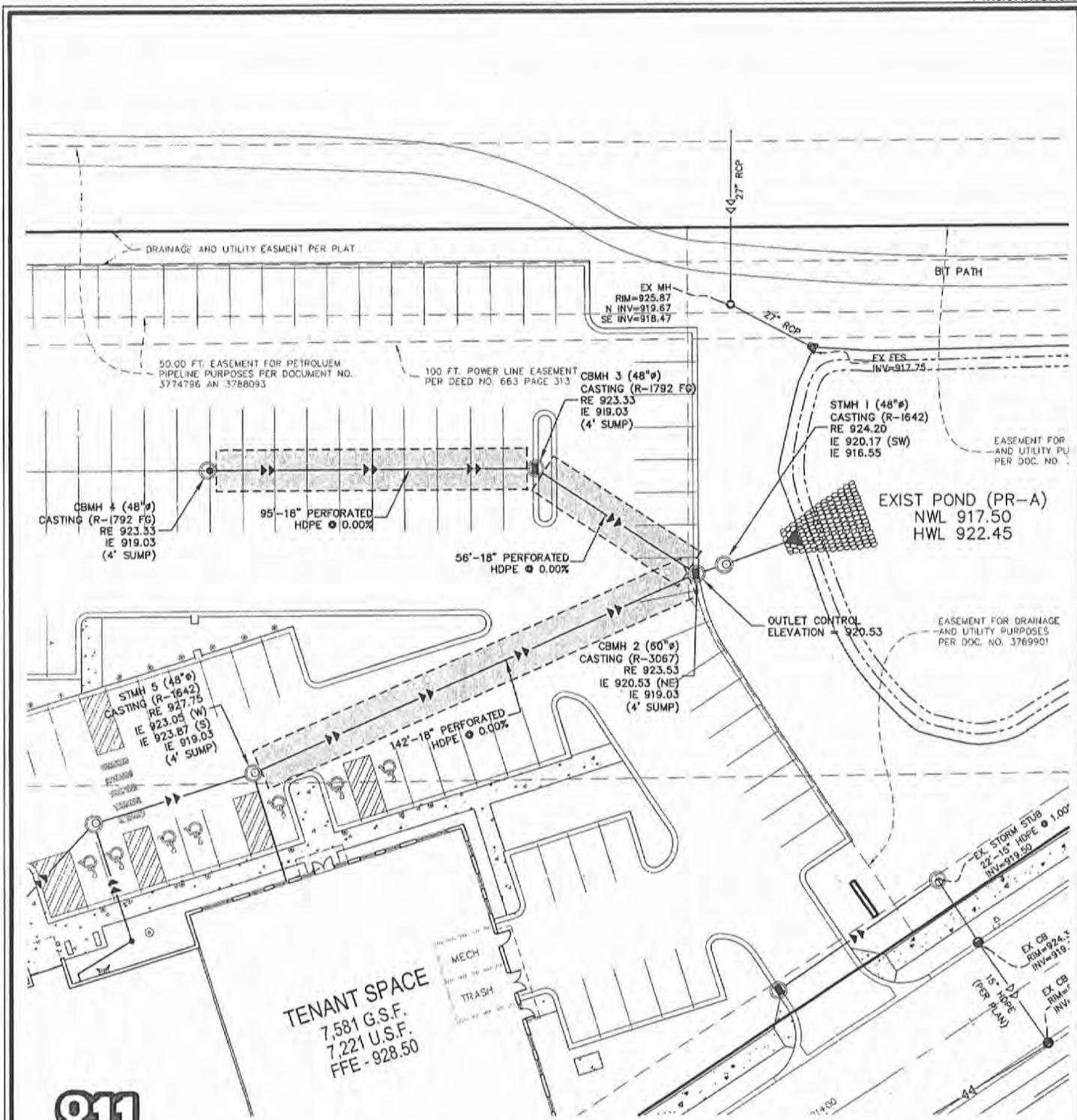
for the City of Maplewood.

Notary Public

Prepared by:
City of Maplewood, Minnesota
Public Works Department
1902 County Road B East
Maplewood, MN 55109

EXHIBIT A

EXHIBIT B



KNOW WHAT'S BELOW
CALL BEFORE YOU DIG

DENOTES ROCK TRENCH INFILTRATION SYSTEM

KENNARD EAST
PROFESSIONAL BUILDING
MAPLEWOOD, MINNESOTA
MSP COMMERCIAL

EXHIBIT B



NORTH
Scale: 1 inch = 40 feet

DRAWN BY: RCB
PROJECT NO: 11-006
CAD FILE: 11-006 EXHIBIT B.DWG
PAGE 1 OF 1 PAGES

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Approval to Maintain Statutory Tort Liability Limits**
DATE: May 15, 2012 for June 11, 2012 council meeting

BACKGROUND

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide each year whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,500,000 on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000, regardless of the number of claimants.
- *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision. This decision must be made by the City Council.

The City has elected to not waive the statutory tort limits in the past which would limit recovery to \$500,000 per claimant and \$1,500,000 per occurrence for the upcoming policy period. A resolution is not required unless the Council changes their decision from one year to the next.

RECOMMENDATION

It is recommended that the council keep the election in place to not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Approval of Resolution Authorizing Purchase of Insurance Agent Services**
DATE: May 15, 2012 for June 11, 2012 council meeting

INTRODUCTION

Council authorization is requested to purchase insurance agent and broker of record services from Arthur J. Gallagher and Company at a cost of \$12,000 for the period from 7/1/12 through 6/30/13. The current cost is \$12,000. This company serves as the broker of record for the city's property and liability insurance coverage that is with the League of Minnesota Cities Insurance Trust. This is a recurring contract. Arthur J. Gallagher and Company was selected through a request for proposals (RFP) process in 2004.

FINANCIAL IMPACT

This cost is budgeted for in the 2012 budget.

RECOMMENDATION

Staff recommends adoption of the attached resolution to retain Arthur J. Gallagher and Company as insurance agent for the city of Maplewood at a cost of \$12,000.

AGENDA REPORT

TO: James Antonen, City Manager
 FROM: Gayle Bauman, Finance Manager
 DuWayne Konewko, Parks and Recreation Director
 SUBJECT: **Approval of MCC Budget Adjustments for 2012**
 DATE: May 31, 2012 for June 11, 2012 council meeting

INTRODUCTION

The Maplewood Community Center (MCC) has undergone many changes the past few years and staff is working diligently on a work plan to manage the operating loss while taking care of deferred maintenance issues.

DISCUSSION

The Community Center was assigned to Mr. Konewko at the end of 2010. During 2011, changes were introduced to staffing, programs and services. The City partnered with North St. Paul on some programming and Subway was brought in to replace our concession area.

The Council was presented with 2011 financial information at the May 14, 2012 council meeting. 2011 was a difficult year for the MCC. Revenues have been dropping for the past four years and for 2011 the financial statements reflected this by showing an operating loss before depreciation and pool upgrades of \$(569,305) and a cash loss of \$(295,867). After reviewing financial data from the first four months of 2012, the budgeted operating loss of \$(256,580) before depreciation appears to be a little optimistic. Staff is proposing to decrease the budgeted revenues by \$100,000, decrease the budgeted expenses by \$50,000 and limit the capital outlay spent during the year to \$25,000. This would result in a projected operating loss of \$(306,580) before depreciation. The following table shows how big of an improvement this would be over 2011:

	<u>2011</u>	<u>2012</u>	<u>Change</u>
Operating loss - adjusted	(569,305)	(306,580)	262,725

Mr. Konewko is recommending the following 2012 budget adjustments but stresses that they may result in changes to services and/or hours of operation for the MCC going forward.

REVENUES

Monthly memberships	602-611-001-3644	(100,000)
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EXPENSES

OFFICE

Wages – part time	602-611-001-4020	(2,500)
Wages – temporary	602-611-001-4025	(2,500)
Duplicating costs	602-611-001-4550	(2,500)

ADMISSIONS

Wages – temporary	602-611-002-4025	(2,000)
Merchandise for resale – snack bar	602-611-002-4280	(1,500)

Merchandise for resale – pro shop	602-611-002-4281	(1,500)
POOL		
Wages – temporary	602-612-061-4025	(15,000)
EXERCISE PROGRAMS		
Wages – full time	602-612-064-4010	(8,000)
Wages – temporary	602-612-064-4025	(2,500)
Fees for service (exercise programs)	602-612-064-4480	20,000
SENIOR PROGRAMS		
Wages – temporary	602-612-077-4025	(1,000)
THEATER		
Fees for service	602-613-021-4480	(12,500)
BANQUET ROOMS		
Wages – temporary	602-613-022-4025	(2,000)
PRE-SCHOOL PROGRAMS		
Wages – temporary	602-613-025-4025	(2,000)
BUILDING MAINTENANCE		
Wages – temporary	602-614-000-4025	(2,500)
Supplies – equipment	602-614-000-4160	(10,000)
Utilities	602-614-000-4320	(10,500)
Repairs & maintenance – equipment	602-614-000-4430	(10,000)
MARKETING		
Consulting	602-611-003-4490	<u>18,500</u>
Total expense adjustments		<u><u>(50,000)</u></u>

FINANCIAL IMPACT

None. The budget is being adjusted to better reflect actual activity. Expenses are being cut to absorb some of the projected revenue shortfalls.

RECOMMENDATION

It is recommended that the Council approve the budget adjustments listed above.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Approval of US Bank as a Discretionary Investment Manager and Custodian**
DATE: May 31, 2012 for June 11, 2012 council meeting

INTRODUCTION

It is proposed that agreements with US Bank National Association for investment management and custody services be approved for a three-year period.

DISCUSSION

In the past, higher interest rates and more stable investment credit quality allowed the City to save costs associated with discretionary investment management service providers by handling the workload in-house. Today, the expertise of providers is available at a more reasonable cost and the value of extensive credit/risk analysis ensures greater protection of the overall investment portfolio.

Currently, city staff is responsible for all investment management decisions associated with the investments held. This means that the City must research and analyze each security issuer to ensure full payment of interest and principal over the life of each security. The City must then shop multiple broker/banks to determine the best single investment with the greatest yield and lowest risk. With the decline of interest rates over the past years, it takes a considerable amount of time to find these high quality investments and ensure best price when purchasing through multiple brokers. It is also more difficult than ever to maximize yield and ensure high quality investment securities to protect risk exposure.

Further, with the failures of large institutional brokerage firms like Lehman Brothers, many public entities have to consider how to best protect the entire portfolio against a potential brokerage firm failure and the impact that it might have on the underlying security. Therefore, entities have begun to consider and many have chosen to hire a third party vendor, who is responsible for all research, investments, and the accounting.

US Bank is our current bank and has provided high quality service over the years. US Bank also currently works with multiple MN public entities and has a proven track record of high quality customer service as well as competitive investment portfolio returns. US Bank's discretionary investment management proposal includes full custodial accounting and reporting. In addition, they would also update (at no cost) our Investment Policy Statement specifically for the City of Maplewood, which would be based on the approved investments currently governed under MN Statute 118A.

Other items considered during the review of US Bank's proposal included:

Security of Investments – US Bank is headquartered in Minnesota, and is one of the highest rated banks in the country. Also, their proposal to utilize a custodial account for the investments adds another layer of protection to the investments since any security held in custody is not part of the overall bank's balance sheet. This means that if US Bank should declare bankruptcy, the investment securities of the City are protected from the claims and creditors of US Bank.

Time Saved – City staff does not have the expertise of US Bank when it comes to investments and spends many hours researching investments, analyzing cash flows and consolidating accounting reports. Outsourcing these functions would allow staff to focus on other projects where their training and talents are better utilized.

Added Efficiencies – Utilizing US Bank custody services, the City receives on-line reporting access to the entire portfolio (at no additional cost). With on-line reporting, the City will receive electronic statements, and be able to download specific transaction and investment detail. Multiple report formats are available to choose from and all are compliant and up to date with the appropriate GASB guidelines – which will come in handy during the audit season. The portfolio will be managed to match the City's cash flow needs.

The city previously used outside firms for investment management service in 1997-1998 and again in 1999-2006. The proposed annual fee is 15 (.0015) basis points based on market value of investments. It is anticipated that US Bank would handle \$3 million for the first two years and increase the amount to \$5 million during the third year. Approximate cost for these amounts would be \$4,500 for years one and two and would increase to \$7,500 for year three. The City may invest more or less than these amounts depending on cash flow needs and US Bank's performance.

RECOMMENDATION

Staff recommends using US Bank as a discretionary investment manager and custodian for the City's investment portfolio by approving the attached Investment Management Agreement and the Custody Agreement with US Bank.

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Attachments:

- a. Investment Management Agreement
- b. Custody Agreement
- c. Listing of other MN public entity clients

INVESTMENT MANAGEMENT AGREEMENT

THIS AGREEMENT, made this __ day of May, 2012, by and between U.S. Bank National Association, a national banking association with trust powers (the “Manager”) and City of Maplewood (the “Client”).

In consideration of the premises set forth herein, the Manager and the Client agree as follows:

1. Appointment of Manager. The Client hereby engages the Manager and the Manager hereby agrees to act as investment manager for the account of the Client (the “Account”) with respect to the assets credited thereto.

2. Authority of Manager. (a) The investment of Account assets shall at all times be subject to the investment objectives, policies, directions and restrictions of Client, if any, established for the Account, or for any subaccount of investment securities established by Client within the Account (a “Subaccount”), as set forth in initial written directions, and in written amendments or supplements thereto, from time to time delivered by the Client to the Manager (the “Directions”). By delivery of Directions to the Manager, the Client may direct retention of any assets credited to the Account and may direct acquisition of assets for the Account or disposition of assets from the Account, including the stock or other securities issued by U.S. Bancorp, the Manager’s parent holding company, and other investment securities in which the Manager or its affiliates have an interest as issuer, investment advisor or service provider. The Client shall ascertain that such Directions do not violate any applicable state or federal law. The Manager shall have no authority, power or responsibility to analyze, recommend, approve or undertake the retention, acquisition or disposition of Account assets that are the subject of Client’s Directions. It shall be the Client’s sole responsibility to promptly deliver all Directions to the Manager and to give the Manager prompt written notice if Client deems any Account investments to be in violation of the Directions or applicable state or federal law. The initial Directions shall be in the form set forth in Exhibit A hereto.

(b) Within the parameters of the requirements set forth in the Directions for the Account or any Subaccount, the Manager shall have the sole and exclusive responsibility for the investment management of the Account assets and the making and execution of all investment decisions for the Client with respect to the Account. Notwithstanding the forgoing, the Manager is not responsible to identify or monitor investments in the Account to ensure compliance with any applicable state law or applicable federal law.

(c) Unless otherwise agreed in writing, the Manager will not act as the custodian or trustee for the Account. The Client will cause the Account’s custodian to take all necessary steps to settle purchases, sales, and trades directed by the Manager, including delivery of certificates, payment of funds, and such other acts as may be necessary to fulfill such custodial responsibilities. The Manager shall give notice and directions (and copies thereof) with respect to transactions in such manner as shall be agreed upon with the Account’s custodian and the Client.

(d) The Client may at any time add assets to or remove them from the Account or any Subaccount; provided that certain reasonable lead time may be necessary between the time of the Client’s notice to the Manager of the Client’s intent to transfer assets from the Account and the subsequent removal of such assets.

(e) The Client hereby authorizes and directs the Manager to invest Account funds in the First American Funds, Inc. (the “Affiliated Funds”) to the extent consistent with the Account’s then current Directions. The Client acknowledges and understands that the Manager’s affiliate is the investment

advisor for the Affiliated Funds. The Manager is the sub-administrator, securities lending agent and custodian of the Affiliated Funds and the Manager receives compensation from the Affiliated Funds as detailed in the prospectuses for the Affiliated Funds. The Client also acknowledges receipt of the Affiliated Funds prospectuses. Notwithstanding the Directions for the Account, the Client further authorizes and directs the Manager to invest in the Affiliated Funds on a temporary basis, uninvested cash held in the Account from time to time. The Manager shall have no authority to vote proxies of the Affiliated Funds held in the Account, and shall forward any such proxies to Client. **The Client acknowledges that the Affiliated Funds are not insured by the Federal Deposit Insurance Corporation or any other government agency, are not guaranteed by the Manager or any affiliate bank or trust company, and that any mutual fund investment involves investment risks, including the possible loss of principal.**

3. Representations and Warranties. Client hereby represents and warrants to Manager that (a) Client has the requisite legal capacity and authority to execute, deliver and perform its obligations under this Agreement, (b) this Agreement has been duly authorized, executed and delivered by Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms, (c) Client's execution of this Agreement and the performance of its obligations hereunder do not conflict with or violate any provisions of the governing documents of Client or any obligations by which Client is bound, whether by contract, operation of law or otherwise, (d) Client will deliver to the Manager evidence of Client's authority in compliance with such governing documents upon Manager's request, (e) Client is the owner of all cash, securities, and other assets in the Account, and there are no restriction on the Client's ability to pledge, hypothecate, transfer, sell or distribute such cash, securities or assets, and (f) the Account will not hold any assets that are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

4. Books, Records and Reports. (a) The Manager will furnish information, reports or statements at such times and in such manner as the Client may from time to time reasonably request, and the Manager shall report to the Client regularly at such times and in such detail as the Client may from time to time reasonably determine to be appropriate, in order to permit the Client to determine the Manager's investment of Account assets are consistent with the Directions.

(b) The Manager hereby acknowledges that records necessary in the operation of the Account, including, without limitation, records pertaining to investment of the Account, are the property of the Client. If a transfer of management or investment advisory services to someone other than the Manager should occur, the Manager will promptly take all steps necessary to segregate such records and deliver them to the Client.

(c) The Client agrees to furnish the Manager or cause to be furnished to the Manager such information as the Manager may from time to time reasonably request with respect to services to be performed by the Manager under this Agreement.

5. Proxy Voting, Corporate Actions. The Client hereby delegates all authority to the Manager to vote proxies; except, however, that proxies for securities of U.S. Bancorp or any affiliate company will be forwarded to the Client, as will proxies for any Affiliated Funds held under the Account. The Manager shall not be responsible for administrative filings, including but not by way of limitation, proofs of claims or claims in class actions.

6. Compensation for Services. In payment for all services rendered by the Manager under this Agreement, and for all costs incurred by the Manager in connection with the rendering of services under this Agreement, the Client shall compensate the Manager at such times, in such manner and amounts and in accordance with such formulae as agreed upon from time to time between the Manager

and the Client, a current description of which is set forth in Exhibit B attached hereto. Such compensation may be paid directly by the Client or from the Account assets as directed by the Client. The Client shall review and approve all market quotations and fee calculations upon which any fees payable to the Manager for services rendered under this Agreement are based.

7. Investment Manager Representations. The Manager hereby represents and warrants that it is U.S. Bank National Association, which is a “bank” as defined in Section 202(a)(2) of the Investment Advisers Act of 1940, as amended (the “1940 Act”), and, therefore, that it is exempt from registration with the Securities and Exchange Commission under Section 202(a)(11)(A) of the 1940 Act.

8. Standard of Care; Indemnification. Client acknowledges and agrees that Manager does not warrant the rate of return on, or market value of, the Account. It is further agreed that the Manager may rely upon information that the Client furnishes to the Manager and that the Manager reasonably believes to be accurate and reliable. Client agrees to indemnify and hold the Manager, its officers, directors, employees and agents harmless against all liabilities and claims (including reasonable attorneys’ and other professional fees and expenses) arising out of or in connection with (1) alleged errors in judgment in managing the Account under this Agreement; (2) any loss of Account assets due to asset value depreciation; and (3) following Directions hereunder in good faith and/or failure to act in the absence of Directions; provided, however, that the Client shall not provide indemnification or hold the Manager harmless for claims resulting from the Manager’s material breach of this Agreement, or the dishonest or criminal acts or the gross negligence or bad faith of the Manager under this Agreement.

Under no circumstances shall Manager be liable to the Client hereunder for indirect, incidental or consequential damages, even if such damages are reasonably foreseeable.

9. Freedom to Deal with Third Parties. The Manager shall be free to render services to others similar to those rendered under this Agreement or of a different nature except as and to the extent that such services may conflict with the services to be rendered or the duties to be performed hereunder.

10. Term and Termination. This Agreement shall continue in force until terminated by the Client or the Manager upon 30 days’ written notice to the other party.

11. Amendments to Agreement. No amendment to this Agreement shall be effective until approved in writing by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party hereto.

12. Notices. Any notice under this Agreement shall be in writing, addressed, delivered or mailed, postage prepaid, to the other party at such address and to such person as such other party may designate in writing for receipt of such notice.

13. Governing Laws. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota, without regard to conflicts of laws, to the extent not pre-empted by federal law.

14. Entire Agreement. This Agreement and the Exhibits attached hereto set forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersede all prior agreements, arrangements and understandings, written or oral, between the parties that pertain to said subject matter. This Agreement is binding upon all successors and assigns of the parties, and shall be construed such that invalidity and unenforceability of one provision does not void or otherwise affect the remainder of the Agreement. The parties do not intend nor shall this Agreement be deemed to create in any third party any rights or responsibilities with respect to the parties.

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

U.S. BANK NATIONAL ASSOCIATION

By _____
Debra Spencer
Its Vice President

CITY OF MAPLEWOOD

By _____
Gayle Bauman
Its Finance Manager

EXHIBIT A
to the
INVESTMENT MANAGEMENT AGREEMENT
between
U.S. Bank National Association (the “Manager”)
and City of Maplewood (the “Client”)

This Exhibit A to the Agreement sets forth the investment objectives, policies, directions and restrictions (the “Directions”), subject to which Directions and the other terms and conditions set forth in the Agreement, the manager shall manage the Client’s assets.

EXHIBIT B
to the
INVESTMENT MANAGEMENT AGREEMENT
between
U.S. Bank National Association (the “Manager”)
and City of Maplewood (the “Client”)

This Exhibit B to the Agreement sets forth the times, manner, amounts and formulae governing the compensation to be paid by the Client to the Manager in payment for all services rendered by the Manager under the Agreement and for all costs incurred by the Manager in connection with the rendering of services under the Agreement.

(a) The investment management fee shall consist of a quarterly fee for each Account, which fee shall be paid to the Manager within fifteen (15) days following the end of each calendar quarter in which services under this Agreement are rendered. The fee shall be at the rate or rates set forth below and shall be based on the fair market value of the net assets of the Account. The following table sets forth the fee on an annual basis:

Investment Management and Custody Fee: 15 (.0015) Basis Points annually

(b) In the event that the Account is opened or closed during a calendar quarter, the investment management fee shall be prorated for that portion of the quarter during which the Account was open.

(c) For purposes of calculating the investment management fee, unless otherwise agreed in writing, the net assets of each Account shall be valued by the Manager in accordance with generally accepted valuation methods and procedures established by the Manager.

(d) Unless prohibited by the laws of Client’s state of residency, any fees not paid within fifteen (15) days following the end of each calendar quarter in which services under this Agreement are rendered shall be paid directly from the Account.

CUSTODY AGREEMENT

This custody agreement (the “Agreement”) dated as of May 2012, is between U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, as Custodian (the “Custodian”) and City of Maplewood (the “Customer”) a Government Entity organized under the laws of the State or Commonwealth of Minnesota.

The parties agree as follows:

1. Appointment and Acceptance.

1.1 Customer hereby appoints Custodian as its agent to provide custody and other services in connection with securities, cash and other property delivered from time to time to Custodian hereunder by, or at the direction of, Customer, and income, distributions and payments received by Custodian with respect thereto (collectively the “Assets”); and Custodian hereby agrees to act in such capacity, and perform such services, and hold the Assets in a custody account established in the name of Customer (the “Account”), upon the terms and conditions set forth below.

1.2 For purposes of this Agreement, all references contained herein to actions, directions and responsibilities (other than the obligations set forth in Sections 12 and 14) of Customer shall include, apply to and be binding upon the Customer’s agents, including any investment manager or advisor, appointed and authorized by Customer to direct Custodian or otherwise take actions on behalf of Customer in connection with Custodian’s services and responsibilities hereunder. Customer shall provide written notice to Custodian of the identity of all such appointed agents and the scope of their authority to act hereunder.

1.3 In the event that Customer requires Custodian to establish one or more sub-accounts within the Account under this Agreement (“Sub-Accounts”), Custodian shall open such accounts pending proper account opening procedures. Further, for such situations, the term “Account” as used in this Agreement shall refer to one or all of the Sub-Accounts established by Customer, as the context of this Agreement shall require.

1.3.1 In no event shall Customer open Sub-Accounts for entities having different tax identification numbers than Customer.

2. Asset Delivery, Transfer, Custody and Safekeeping.

2.1 Customer will from time to time deliver, or cause to be delivered, Assets to Custodian. Custodian shall receive and accept such Assets for the Account upon appropriate directions from the Customer. Custodian shall keep records of all transactions involving the Account and Assets belonging to the Account.

2.2 Upon receipt of Appropriate Instructions, (defined in Section 11.1) Custodian shall return Assets to Customer, or deliver to such location or third party as Appropriate Instructions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the Depository (defined in Section 3.3 below) or third party recipient. Custodian shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to Appropriate Instructions.

2.3 Custodian shall furnish Customer, as part of the services for which Custodian charges its basic fee hereunder, with monthly Account statements reflecting all Asset transactions in the Account during the reporting period and ending Asset holdings. If Customer wishes Custodian to report on Assets that are not in control of the Custodian, Customer shall execute the Custodian’s CLIENT CONTROL ADDENDUM, which shall be provided to the Customer upon request.

2.4 Custodian shall forward to Customer, or Customer's designated agent identified in Section 17.4 (or as identified in a separate written designation by Customer that is received by Custodian) all information it receives with respect to any of the Assets concerning redemption rights that are exercisable at Customer's option, tender or exchange offers, all proxy material it receives with respect to securities included among the Assets and all other special matters or shareholder rights. This Section 2.4 is subject to the following exceptions:

- 2.4.1 Exception: If Custodian receives a class action litigation proof of claim in respect to any of the Assets, Custodian shall file such claim on behalf of Customer.
- 2.4.2 Exception: Custodian will not forward so-called "mini-tenders" to Customer or its designated agent, as applicable. Mini-tenders are tender offers for a small amount of the outstanding securities of a "target" company, generally with an offer price at or below market value. For equity issues, unless a tender offer is made for 5% or greater of the outstanding securities, and is subject to Securities and Exchange Commission ("SEC") review, the tender offer will not be forwarded by Custodian.
- 2.4.3 Exception: No tender offer will be forwarded by Custodian for a debt issue if:
 - 2.4.3.1 It is not registered with the SEC;
 - 2.4.3.2 It has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause; and
 - 2.4.3.3 The offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

2.5 Absent specific investment directions to the contrary from Customer, Custodian is hereby authorized and directed by Customer to hold all cash and all checks and drafts (when collected funds are received) in a First American Funds money market fund, identified in Section 17.5, below. Customer acknowledges receipt of the current prospectus for the applicable, designated money market fund to be held in the Account.

2.6 Customer also understands and acknowledges the following information about the First American Funds:

- 2.6.1 The First American family of funds (the "First American Funds") is offered through the funds' distributor identified in the current prospectuses for the funds.
- 2.6.2 Custodian or an affiliate of Custodian serves as the funds' investment advisor, custodian, distributor, administrator and other service provider as disclosed in the prospectuses for the funds.
- 2.6.3 Compensation paid to Custodian and its affiliates by the First American Funds as well as other fees and expenses of the funds are detailed in the prospectuses.
- 2.6.4 Mutual funds, including the First American Funds, are not guaranteed by, or deposits of, any bank including Custodian, nor are such funds insured by the FDIC or any other agency. Investments in mutual funds involve risks, including the possible loss of principal.
- 2.6.5 This authorization and direction shall continue in effect with respect to the designated fund should the fund be merged with or into another fund.

2.7 If any of the Assets received and held by Custodian hereunder shall be plan assets (“Plan Assets”) with respect to any employee benefit plan (a “Plan”) as those terms are defined in Section 3 of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Custodian shall not be deemed to be, and shall not exercise any discretionary powers or control over such Plan Assets so as to be, a fiduciary with respect to the Plan. Furthermore, Customer shall notify Custodian in writing whenever any Assets do constitute Plan Assets and thereafter, all subcontracts, agreements or other arrangements between Custodian and any subsidiary or affiliate thereof for services or products paid for from any assets of the said Plan and utilized in the performance of Custodian’s duties hereunder shall be subject to the advance approval of Customer.

3. Powers of Custodian. In the performance of its duties hereunder, Custodian shall have the following powers:

3.1 To register any of the Assets in the name of Customer or in the Custodian’s name or in the name of a nominee of Custodian or in the name of the Custodian’s agent bank or to hold any of the Assets in unregistered form or in such form as will pass title by delivery, provided that such Assets shall at all times be recorded in Customer’s Account hereunder as belonging to the Customer. In consideration of Custodian’s registration of any securities or other property in the name of Custodian or its nominee or agent, Customer agrees to pay on demand to Custodian or to Custodian’s nominee or agent the amount of any loss or liability for stockholders’ assessments, or otherwise, claimed or asserted against Custodian or Custodian’s nominee or agent by reason of such registration.

3.2 To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to carry out the duties described and powers granted herein.

3.3 To maintain qualifying Assets in any registered clearing agency or in a Federal Reserve Bank (collectively a “Depository”) as Custodian may select and to permit such deposited Assets to be registered in the name of Custodian, Custodian’s agent or nominee or Depository, on the records of a Depository and to employ and use securities depositories, clearing agencies, clearance systems, sub-custodians or agents located outside the United States in connection with transactions involving foreign securities.

3.4 To employ agents and to delegate duties to them as it sees fit and to employ or consult with experts, advisors and legal counsel (who may be employed also by Customer) and to rely on information and advice received from such agents, experts, advisors, and legal counsel.

3.5 To perform any and all other ministerial acts deemed by Custodian necessary or appropriate to the proper discharge of its duties hereunder.

3.6 To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons, and to deposit the same, with or without interest, in the commercial or savings departments of the Custodian serving hereunder or of any other bank, trust company or other financial institution including those affiliated with the Custodian, notwithstanding Custodian’s or other entity’s receipt of “float” from such uninvested cash.

4. Purchases.

4.1 Upon the receipt of Appropriate Instructions from Customer, Custodian shall purchase securities for Customer on a contractual settlement basis. Customer hereby agrees that it shall not instruct Custodian to sell any Asset until such Asset has been fully paid for by Custodian. Nor shall Customer engage in a practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

4.2 Notification by Agreement. Unless Customer and Custodian have entered into a separate written agreement that expressly makes Custodian either an investment manager or a discretionary trustee, the Account statements described above (including their timing and form) will serve as the sole written notification to Customer of any securities transaction effected by Custodian for the Account. Even so, Customer has the right to demand that the Custodian provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.

5. Sales.

5.1 Upon receipt of Appropriate Instructions from Customer, Custodian will deliver Assets held by it as Custodian hereunder and sold by or for Customer against payment to Custodian of the amount specified in such Appropriate Instructions in accordance with the then current securities industry practices and in form satisfactory to Custodian. Customer acknowledges that the current securities industry practice is delivery of physical securities against later payment on delivery date. Custodian agrees to use its best efforts to obtain payment therefore during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Custodian may accept checks, whether certified or not, in payment for securities delivered on Customer's direction, and Customer assumes sole responsibility for the risks of collectability of such checks.

6. Settlements.

6.1 Custodian shall provide Customer with settlement of all purchases and sales of Assets in accordance with Custodian's then prevailing settlement policies provided that:

6.1.1 Appropriate Instructions for purchases and sales are received by Custodian in accordance with Custodian's then current published instruction deadline schedule;

6.1.2 Custodian has all other information necessary to complete the transaction.

6.1.3 To avoid a deficiency in the Account, Customer agrees that it shall not initiate any trade without sufficient Assets to settle such trade, nor shall it notify a separate financial institution that it intends to settle purchases out of the Account without sufficient Assets to do so.

6.2 Custodian shall not be liable or responsible for or on account of any act or omission of any broker or other agent designated by Customer to purchase or sell securities for the Account of Customer. Custodian shall not be responsible for loss occasioned by the acts, neglects, defaults or insolvency of any broker, bank, trust company or other person with whom Custodian may deal in the absence of bad faith on the part of Custodian.

7. Corporate Actions.

7.1 In connection with any mandatory conversion of Asset securities pursuant to their terms, reorganization, recapitalization, redemption in kind, consolidation or other exchange transaction that does not require or permit approval by the owner of the affected Assets, Custodian will tender or exchange securities held for other securities, for other securities and cash, or for cash alone.

8. Collections.

8.1 Custodian shall collect all income, principal and other distributions due and payable on Assets held either by Custodian or a Depository but shall be under no obligation or duty to take action to effect collection of any amount if the Assets upon which such payment is due are in default, or if payment is refused after due demand and presentation. Custodian shall have no responsibility to notify Customer in the event of such default or refusal to pay, but if Custodian receives notice of default or refusal to pay from an issuer or transfer agent, Custodian shall so advise Customer.

8.2 Collections of monies in foreign currency, to the extent possible, are to be converted into United States dollars at customary rates through customary banking channels, including Custodian's own banking facilities, and in accordance with Custodian's prevailing policies for foreign funds repatriation. All risk and expense incident to such foreign collection and conversion is the responsibility of the Account and Custodian shall have no responsibility for fluctuations in exchange rates affecting such collections or conversion.

9. No Discretionary Authority; Standard of Care.

9.1 Customer and Custodian acknowledge that, except to the extent set forth in any separate instrument signed by the parties with respect to this Agreement, Custodian is not a fiduciary with respect to any Asset and the duties of Custodian hereunder do not include discretionary authority, control or responsibility with respect to the management or disposition of any Asset; or authority or responsibility to render investment advice with respect to any Asset. In addition, it is agreed that:

- 9.1.1 Custodian shall have no duty to make any evaluation or to advise anyone of the suitability or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset. Custodian shall have no duty or authority to review, question, approve or make inquiries as to any investment instructions given pursuant hereto. Custodian shall be under no duty or obligation to review the securities or other property held in the Account with respect to prudence or diversification.
- 9.1.2 Custodian shall not be liable for any loss or diminution of Assets by reason of investment experience or for its actions taken in reliance upon a direction or other instruction from Customer or Customer's agent.
- 9.1.3 Custodian shall have no duty or responsibility to monitor or otherwise investigate the actions or omissions of Customer.
- 9.1.4 Custodian shall have no responsibility for the accuracy of Asset valuations quoted by outside services or sources in cases involving assets under the control of Customer.
- 9.1.5 Custodian shall only be responsible for the performance of such duties as are expressly set forth herein or in Appropriate Instructions received by Custodian from Customer or Customer's agent which are not contrary to the provisions of this Agreement. Custodian shall exercise reasonable care in the performance of its services hereunder. In no event shall Custodian be liable for indirect, special or consequential damages.
- 9.1.6 Custodian shall not be liable for a failure to take an action required under this Agreement in the event and to the extent that the taking of the action is prevented or delayed by war (whether declared or not and including existing wars), revolutions, insurrection, riot, civil commotion, acts of God, accident, fire explosion, stoppage of labor, strikes or other differences with employees, laws regulations, orders or other acts of any governmental authority or any other cause beyond its reasonable control; nor shall any such failure or delay give Customer the right to terminate this Agreement, except as provided in Section 15 of this Agreement.

10. Books, Records and Accounts.

10.1 Custodian will make and maintain proper books of account and complete records of all Assets and transactions in the Account maintained by Custodian hereunder on behalf of Customer. Custodian will preserve for the periods prescribed by applicable federal statute or regulation all records required to be maintained.

10.2 On at least four business days' notice, Custodian will make available to and permit inspection during Custodian's regular business hours by Customer and its auditors of all books, records and accounts retained by Custodian (or, to the extent practicable, its agents) in connection with its duties hereunder on behalf of Customer.

11. Instructions and Directions.

11.1 Custodian shall be deemed to have received appropriate instructions ("Appropriate Instructions") upon receipt of written instructions:

11.1.1 Given by any person whose name is listed on the most recent certificate delivered by Customer to Custodian which lists those persons authorized to give orders, and instructions in the name of and on behalf of the Customer or

11.1.2 Given by any other person duly authorized by Customer to give instructions or directions to Custodian hereunder or who Custodian reasonably believes to be so authorized (such as an investment adviser or other agent designated by Customer, for example).

11.2 Appropriate Instructions shall include instructions sent to Custodian or its agent by letter, memorandum, telegram, cable, facsimile, internet e-mail or similar means of written communication. The parties to this Agreement assume full responsibility for the security of electronically transmitted communications they send.

11.3 Any communication addressed and mailed shall be deemed to be given when received; and any communication sent by electronic transmission shall be deemed to be given when receipt of such transmission is acknowledged; and any communication delivered in person shall be deemed to be given when actually received by an authorized officer of Custodian or Customer.

11.4 In the event that Custodian is directed to deliver Assets to any party other than Customer or Customer's agent, Appropriate Instructions shall include and Customer shall supply, customary transfer documentation as required by such party, and to the extent that such documentation has not been supplied, Custodian shall not be deemed to have received Appropriate Instructions.

12. Compensation, Security.

12.1 Customer shall pay to Custodian fees for its services under this Agreement and shall reimburse Custodian for costs incurred by it hereunder as set forth in Custodian's then current applicable fee schedule or such other fee arrangement as Custodian and Customer may otherwise agree in writing.

12.2 If any advance of funds is made by Custodian on behalf of Customer to purchase, or to make payment on or against delivery of securities or there shall arise for whatever reason an overdraft in Customer's account, or if Customer is for any other reason indebted to Custodian, including, but not limited to, any advance of immediately available funds to Customer with respect to payments to be received by Custodian in next-day funds (which Customer acknowledges Customer is liable to repay if Custodian does not receive final payment), Customer agrees to repay Custodian on demand the amount of the advance, overdraft or other indebtedness and accrued interest at a rate per annum (based on a 360-day year for the actual number of days involved) equal to the Federal Funds effective rate in effect from time to time.

12.3 In the event of an advance of funds by Custodian, or if any overdraft is created by Account transactions, or if Customer is otherwise in default of any obligation to Custodian, Custodian may directly charge the Account and receive such payment therefrom.

12.4 In the event that a compensation payment due Custodian is past due by more than 30 days, such amount may also be charged to the Account and Custodian may receive such payment therefrom

12.5 To secure such payment obligations as are set forth under this Section 12, Customer does hereby grant to Custodian a security interest in all Assets up to the amount of any deficiency or other indebtedness to the Custodian.

12.6 None of the provisions of this Agreement shall require Custodian to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder, if Custodian shall have reasonable grounds for believing that repayment of such funds, or indemnity satisfactory to Custodian against such risk or liability is not assured.

13. Customer Responsibility.

13.1 Customer shall be responsible for the review of all reports, accountings and other statements provided thereto by the Custodian, and shall within 90 days following receipt thereof notify the Custodian of any mistakes, defects or irregularities contained or identified therein, after which time all such matters shall be presumed to be ratified, approved and correct and shall not provide any basis for claim or liability against the Custodian.

14. Indemnification.

14.1 Customer hereby agrees to fully and promptly indemnify Custodian and its affiliates, officers, directors, employees and agents (each a "Custodian Indemnified Party") and hold each Custodian Indemnified Party harmless from and against any cost, losses, claims, liabilities, fines, penalties, damages and expenses (including reasonable attorneys' and other professionals' fees) (collectively, a "Claim") arising out of:

14.1.1 Customer's actions or omissions or

14.1.2 Custodian's action taken or omitted hereunder in reliance upon Customer's directions or instructions, or upon any information, order, indenture, stock certificate, power of attorney, assignment, affidavit or other instrument delivered hereunder to Custodian, reasonably believed by Custodian to be genuine or bearing the signature of a person or persons authorized by Customer to sign, countersign or execute the same;

14.1.3 However Customer shall not indemnify a Custodian Indemnified Party for any Claim arising from the Custodian Indemnified Party's judicially determined willful misfeasance, bad faith or gross negligence in the performance of its duties under this Agreement.

14.2 Custodian hereby agrees to indemnify Customer and its controlling person, officers, directors, employee and agents ("Customer Indemnified Parties") and hold each of them harmless from and against any and all Claims arising out of:

14.2.1 Custodian's breach of this Agreement, willful misfeasance, bad faith or gross negligence in the performance of its duties under this Agreement, or

14.2.2 Any loss of Assets, including theft or destruction thereof but expressly excluding investment losses or other diminution of Assets resulting from the Custodian's proper performance of its duties hereunder.

14.3 Custodian shall not indemnify a Customer Indemnified Party for any Claim arising from the Customer Indemnified Party's breach of this Agreement, willful misfeasance, bad faith or gross negligence with respect to its duties and responsibilities under this Agreement.

14.4 This Section 14 shall survive the termination of this Agreement.

15. Termination.

15.1 This Agreement will remain in effect until terminated by either party giving written notice thirty days in advance of the termination date.

15.2 Upon termination of this Agreement, Custodian shall follow such reasonable Customer instructions concerning the transfer of Assets' custody and records, provided:

15.2.1 Custodian shall have no liability for shipping and insurance costs associated therewith;

15.2.2 Custodian shall not be required to make any such delivery or payment until (a) full payment shall have been made by Customer of all liabilities constituting a charge on or against Custodian and (b) full payment shall have been made to Custodian of all its compensation, costs, including special termination costs, if any, and expenses hereunder; and

15.2.3 Custodian shall have been reimbursed for any advances of monies or securities made hereunder to Customer. If any Assets remain in the Account, Customer acknowledges and agrees that Custodian may designate Customer as successor Custodian hereunder and deliver the same directly to Customer.

15.3 Upon termination of this Agreement, all obligations of the parties to each other hereunder shall cease, except that all indemnification provisions herein shall survive with respect to any Claims arising from events prior to such termination.

16. Binding Obligations.

16.1 Customer and Custodian each hereby represent that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with the terms hereof; subject, as to enforcement of remedies, to applicable bankruptcy and insolvency laws, and to general principles of equity.

17. General Provisions.

17.1. Tax Responsibility. Unless indicated below in this section or required by law, Custodian shall not undertake any federal, state, or local tax reporting in connection with Assets, the Account or transactions therein, notwithstanding any other terms or conditions contained herein

In addition to those required by law, the Custodian shall perform the following additional services: _____ (if no additional services are to be performed, leave blank or mark NA)

17.2. Tax Lot Methods. For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method you wish for your account. *We recommend that you consult with your tax advisor if you are unsure of the option that is best for you.*

- Minimize Gain** - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
- First In First Out (FIFO)** – Shares are sold from tax lots having the earliest federal tax acquisition date.
- Last In First Out (LIFO)** – Shares are sold from tax lots having the most recent federal tax acquisition date.
- Highest Federal Cost First Out (HIFO)** – Shares are sold from tax lots having the highest federal tax cost per share.
- Lowest Federal Cost First Out (LOFO)** – Shares are sold from tax lots having the lowest federal tax cost per share.
- Specify Tax Lot** – Shares are sold from tax lots that you specify.

- Average Federal Tax Cost** - Shares are sold across all tax lots using the average cost. If your account(s) holds investments for which this method is not permitted, the First-In First-Out default method will be used, unless you direct otherwise.

- Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If you do not specify a particular tax lot or method, the First-In First-Out method will be used. If you wish to use a tax lot selection method that is different from what you selected above, on an individual investment or transaction basis, you may make that selection when you execute your trade.

17.3 Shareholder Communications Act Authorization. The Shareholder Communications Act of 1985, as amended, requires Custodian to make an effort to permit direct communications between a company that issues securities and the shareholder that exercises shareholder rights with respect to those securities. Unless Customer specifically directs Custodian in writing not to release Customer’s name, address and security position to requesting companies, Custodian is required by law to disclose Customer’s name and address to such companies. Therefore the Customer hereby responds to the following question [no response will mean “yes”]. Does Customer authorize Custodian to provide its name, address and security position to requesting companies whose stock is owned in this Account?
_____ Yes / _____ No

17.4 Customer’s Agent – Shareholder Rights. Should Customer require that a designated agent for the Account, such as an investment advisor, be responsible for proxy voting and other special matters and shareholder rights as specified in Section 2.4, above, the Customer shall provide the name and address of that agent below. Such agent shall be removed upon Custodian’s receipt of a written removal from Customer. Customer may designate more than one agent to be responsible for separate sub-Accounts or investment accounts under this Agreement by providing a clear, written designation to that effect to Custodian. Custodian hereunder has no authority or responsibility with regard to proxy voting or any similar special matters. Therefore, it may not be designated below unless it has separately agreed in writing to act as investment advisor for the Account.

Designated Agent: _____
Address: _____
Telephone Number: _____

17.5 Money Market Fund. Pursuant to Section 2.5, above, the First American Funds money market fund designated for this Account shall be: (check one – if none are checked the Customer hereby directs that the First American Prime Obligations Fund Class Y shall be designated)

Taxable Money Market Funds

___ First American Prime Obligations Fund – Class _____

___ First American Government Obligations Fund – Class _____

___ First American Treasury Obligations Fund – Class _____

Federal Tax-Exempt Money Market Fund

___ First American Tax-Free Obligations Fund – Class _____

Other

_____ Fund – Class _____

(Must indicate correct fund name and class for election to be valid.)

17.6 Notice. Except as provided in Section 11 above, any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered by certified mail, return receipt requested, to the parties at the addresses set forth on the execution page hereof (or at such other address as a party may specify by notice to other). Notice shall be effective upon receipt if by mail, or on the date of personal delivery (by private messenger, courier service or otherwise) or facsimile, whichever occurs first, to the addressed indicated below. The below addresses and individuals may be changed at any time by an instrument in writing executed by the party giving same and given to the other party, in accordance with the procedure set forth above.

17.7 Complete Agreement; Modification. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter, supersedes all existing agreements between them concerning the subject, and cannot be amended or modified in any manner except by a written agreement executed by both parties. Notwithstanding the foregoing, if at any time Custodian is holding assets or property of Customer pursuant to any other custodial, pledge or other agency agreement with Customer (or which Customer has acknowledged in instructions to Custodian) and one or more third parties that involves Custodian's duties or obligations to a third party (which may be affiliates to Custodian) with respect to Assets, the terms and requirements of the other agreements concerning such Assets shall supersede and control the provisions and duties set forth herein.

17.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to agreements made and to be performed in Minnesota.

17.9 Assignment. No party may assign any of its rights hereunder without the consent of the other, which consent shall not be unreasonably withheld. The foregoing consent requirement does not apply if either party shall merge or consolidate with or sell substantially all of its assets to another corporation, provided that such other corporation shall assume without qualification or limitation all obligations of that party hereunder either by operation of law or by contract.

17.10 Separability. If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

17.11 No Third Party Rights. In performing its services hereunder, Custodian is acting solely on behalf of Customer. No agency, contractual or service relationship shall be deemed to be established hereby between Custodian and any other persons.

17.12 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under the Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

17.13 Legal Actions Affecting Account. If Custodian is served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to the Account, (a "Legal Action") Custodian will comply with that Legal Action and shall be held harmless therefrom. Customer will reimburse Custodian for any fees or expenses Custodian incurs in responding to any Legal Action affecting the Account (including but not limited to attorneys' fees and other professionals' fees).

17.14 Abandoned Property. Any Assets remaining unclaimed or abandoned by Customer shall be delivered to the proper public official pursuant to applicable state's abandoned property, escheat or similar law and Custodian shall be held harmless therefrom. This Section 17.14 shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative effective as of the date first written above.

CITY OF MAPLEWOOD (Customer)

**U.S. BANK NATIONAL ASSOCIATION,
as Custodian**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:

1830 County Road B East

Maplewood, MN 55109

Address:

800 Nicollet Mall, BC-MN-H11T

Minneapolis, MN 55402

MN Public Entity Client Examples

Custody and Discretionary Investment Management Services

- **City of Minneapolis***
- **City of St. Paul***
- City of Bloomington
- City of Plymouth
- **City of Maple Grove***
- City of Brooklyn Park
- City of Robbinsdale
- City of Blaine
- City of Eagan
- City of Eden Prairie
- **City of Edina***
- City of Fridley
- **City of Rogers***
- City of St. Cloud
- City of Shakopee
- City of White Bear Lake
- City of Woodbury

- **Anoka County***
- Ramsey County
- St. Paul Port Authority



AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Approval of Purchasing Policies and Procedures**
DATE: June 4, 2012 for June 11, 2012 council meeting

INTRODUCTION

Revisions to the City's Purchasing Policies and Procedures are needed to incorporate changes in State law and changes the City has made over the past few years.

DISCUSSION

All purchasing by local government units is regulated by State law. The City of Maplewood works within the State guidelines when setting its criteria for type and number of bids needed and authorized approval limits. Maplewood is committed to obtaining the best possible prices on purchases while not making the process too cumbersome or costly. Primary concerns are maintaining the necessary budget controls, limiting the amount of staff time needed and not unnecessarily delaying routine items.

The policies and procedures were reformatted to make them more user friendly and inconsistencies within the document were addressed. The major changes made during the update had to do with the following:

- Expanded use of Cooperative Purchasing – the City currently allows cooperative purchasing through the State of Minnesota's Cooperative Purchasing Venture (CPV) Program as authorized by State law. State law also allows municipalities to utilize a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations. The attached policies authorize these other sources to assist with saving time and money when purchasing common products.
- Changes to Purchasing Limits – While keeping within State guidelines, the City is proposing changes to the number and type of approvals needed to make a purchase along with when City Council approval is needed and when the formal bid process is to be used. The following table outlines the limits and approvals included in the policy:

VALUE	REQUIRED	CITY MANAGER OR HIS/HER DESIGNEE APPROVAL REQUIRED	COUNCIL APPROVAL REQUIRED	FORM TO PREPARE
Reimb. to Employees	No Quotations Necessary	No	No	Employee Expense Report
\$50 or less	No Quotations Necessary	No	No	Petty Cash Form or Payment Authorization
\$50 to \$4,999	One or More Verbal Quotations	No	No	Payment Authorization
\$5,000 to \$9,999	Two or More Verbal Quotations	No	No	Requisition or Payment Authorization
\$10,000 to \$19,999	Two or More Written Quotations	YES	No	Requisition or Payment Authorization
\$20,000 to \$49,999	Two or More Written Quotations	YES	YES	Agenda Report and Requisition or Payment Authorization
\$50,000 to \$99,999	Either Two or More Written Quotations or Advertise for Bids*	YES	YES	Agenda Report and Requisition or Payment Authorization
\$100,000 or more	Advertise for Bids	YES	YES	Agenda Report and Requisition or Payment Authorization

**Requirement to be determined by City Manager or his/her designee.*

Council approval limit increasing from \$10,000 to \$20,000 – on purchases between \$10,000 and \$19,999, council approval will no longer be required but approval from the City Manager or his/her designee must be obtained prior to making the purchase.

Advertising for bids limit increasing from \$50,000 to \$100,000 – on purchases between \$50,000 and \$99,999 the City Manager or his/her designee will make the determination if the purchase needs to be made on a formal bid basis or if the purchase can be made by obtaining a minimum of two written quotations. Purchases of \$100,000 or more will require the formal bid basis. Cities are not required to advertise for bids for professional services according to Attorney General Opinions. Professional services include engineers, lawyers, architects, accountants, appraisers and others. A request for proposals (RFP) process is used in most cases when professional services are required.

Staff time is one of the City's most valuable assets and the updates being made to the policy will maintain the City's high budgetary standards while making the purchasing process as efficient as possible.

FINANCIAL IMPACT

None.

RECOMMENDATION

Staff recommends approval of the attached Purchasing Policies and Procedures.

Attachment(s):

1. Purchasing Procedures Manual

CITY OF MAPLEWOOD



PURCHASING PROCEDURES MANUAL

City Council Adopted 06-XX-2012

TABLE OF CONTENTS

PART I – PURCHASING GUIDELINES

Introduction	1
Procedures for Purchases Under \$20,000	2
Procedures for Purchases From \$20,000 to \$49,999.....	3
Procedures for Purchases From \$50,000 to \$99,999.....	4
Procedures for Purchases \$100,000 and Over	5
Purchases from Employee-Owned Companies.....	6
Cooperative Purchasing	7
Advertising for Bids	8
Prompt Payment of City Bills.....	9
State Sales and Use Tax.....	10
Purchase Discounts	10
Final Payments on City Construction Contracts	11
Purchasing - Quick Reference Guide	12

PART II – PURCHASING FORMS

Requisition Form	13
Report of Goods/Services Received Form	16
Payment Authorization Form.....	18
Authorization to Pay Fixed Regular Bills Form	21
Petty Cash Reimbursement Form	23
Employee Expense Report Form	25
Educational Assistance Reimbursement Form.....	29
Budget Transfer Request Form.....	32

PART III – GENERAL INFORMATION

Guidelines on Account Coding	34
Expenditure Object Codes	36
Procedure to Check Budget	42
Purchasing Cards.....	47

INTRODUCTION

The purchasing procedures are important because they:

1. Ensure purchases conform to legal requirements;
2. Prevent expenditures from exceeding the budget;
3. Provide proper documentation for purchases;
4. Prevent payment for items not received;
5. Ensure accurate accounting;
6. Provide payment of all bills within 35 days of receipt; and
7. Prevent duplicate payments on the same invoice.

All purchasing by local government units is regulated by State law. Because of these laws and because of the unique nature of budget and tax levy procedures for funding City government, all City employees must conform to these purchasing policies and procedures. The Finance Department will review and approve all purchases and employee reimbursements and will ensure that all purchases and payments are legal, properly coded, and well documented.

If the purchase is over \$20,000 Council approval is required prior to the purchase. However, Council approval is not required on purchases ***over \$20,000 for postage, ATM funds, regular utility bills, insurance premiums, payments due to other units of government or payments required to be made before the next regular meeting of the Council to avoid endangering public safety, damaging public or private property, or interrupting City services.***

Items **under \$20,000** (materials, supplies, and equipment for day-to-day use) must be purchased at the best price available subject to appropriate guidelines and procedures. A minimum of **two verbal quotations** must be obtained whenever possible on purchases of \$5,000 to \$9,999 and a minimum of **two written quotations** must be obtained whenever possible on purchases of \$10,000 to \$19,999. **Approval must be obtained from the City Manager or his/her designee on all purchases between \$10,000 and \$19,999.**

All purchases **totaling \$20,000 to \$49,999** require **two written quotations** from prospective vendors. **The City Manager or his/her designee must approve the purchase prior to obtaining City Council approval.** These written quotations must be attached to a requisition (or payment authorization form) which is submitted to the Finance.

For purchases **between \$50,000 and \$99,999**, the **City Manager or his/her designee will determine if the purchase will need to be made on a formal bid basis and meet all procedural requirements or if it will require two or more written quotations from prospective vendors.**

All purchases of merchandise, materials, equipment, and repair or maintenance services **totaling \$100,000 or more** (except emergency purchases and purchases made using cooperative purchasing) must be purchased on a **formal bid basis** and meet all procedural requirements. The Council must approve all bid awards.

All purchases must be handled through use of appropriate procedures and forms.

PROCEDURES FOR PURCHASES UNDER \$20,000

Generally, these purchases will be of materials, supplies, and equipment for day-to-day use.

Purchases of food including meals, snacks and beverages for city employees is not allowed for department meetings or in-house training sessions unless there is a speaker or trainer who is not a city employee. Excluded from this limitation are purchases of food for (a) City Council meetings held at meal time, (b) employee recognition events such as the employee Christmas breakfast and city employee picnic/social event/holiday event, (c) training of election judges, (d) Fire Department meetings and in-house training sessions or (e) as approved in advance by the City Manager.

The City of Maplewood may contribute up to \$100 toward a retirement or farewell recognition event when an employee retires or resigns after a minimum of 10 years with the City. The money may be used for a cake, beverages, decoration and a plaque of appreciation for the promotion of the City. The money may not be used for a gift. Gifts must be paid for by contributions by other employees. Individual departments are responsible for organizing and communicating farewell or retirement parties. The expense will be charged to the Administrative Division of the department in which the person was employed.

< \$5,000	Only one verbal quotation is required; however, the purchase is to be at the best possible price. These purchases should be processed on a VISA purchasing card whenever possible. If the vendor will not accept a purchasing card, then it should be processed on a Payment Authorization form unless a purchase order is required, in which case a requisition is prepared. The form must be signed by an authorized purchaser with the appropriate purchase limits.
\$5,000 to \$9,999	Verbal quotations should be obtained from at least two possible vendors and those quotations should be listed on the Payment Authorization or requisition which is submitted for approval. The form must be signed by an authorized purchaser with the appropriate purchase limits.
\$10,000 to \$19,999	Prior to the purchase, approval must be obtained from the City Manager or his/her designee. A minimum of two written quotations should be obtained whenever possible and attached to the appropriate forms which are submitted for approval. The form must be signed by the City Manager or his/her designee.

PROCEDURES FOR PURCHASES FROM \$20,000 TO \$49,999

1. Prior to the purchase, approval must be obtained from the City Manager or his/her designee.
 2. Obtain quotations by supplying prospective vendors with a description or specifications of the merchandise, materials, equipment, or services to be purchased. A minimum of two (2) written quotations, whenever possible, shall be supplied for such purchases. If two quotations cannot be obtained, an explanation must be included as to the reason for only one bid.
 3. If the purchase is over \$20,000 Council approval is required before the purchase can be made. To obtain Council approval, an agenda report must be prepared and submitted to the City Council. For details on this procedure, see your department head or supervisor.
 4. Prepare the requisition form according to the requisition form procedures if the transaction is not eligible for processing on a payment authorization form. The quotations are to be attached to the requisition or payment authorization form and be maintained as part of the City's records.
-

PROCEDURES FOR PURCHASES FROM \$50,000 TO \$99,999

The City Manager or his/her designee will make the determination if the purchase needs to be made on a formal bid basis or if the purchase can be made by obtaining a minimum of two written quotations.

If two or more written quotations are required:

1. Obtain quotations by supplying prospective vendors with a description or specifications of the merchandise, materials, equipment, or services to be purchased. A minimum of two (2) written quotations, whenever possible, shall be supplied for such purchases. If two quotations cannot be obtained, an explanation must be included as to the reason for only one bid.
2. If the purchase is over \$20,000 Council approval is required before the purchase can be made. To obtain Council approval, an agenda report must be prepared and submitted to the City Council. For details on this procedure, see your department head or supervisor.
3. Prepare the requisition form according to the requisition form procedures if the transaction is not eligible for processing on a payment authorization form. The quotations are to be attached to the requisition or payment authorization form and be maintained as part of the City's records.

If a formal bid basis is required:

1. It is the responsibility of the requesting department to prepare specifications. After specifications have been prepared, they shall be submitted to the City Manager for approval. No advertisement for bids shall be published until specifications are approved by the City Manager.
2. Advertisement in the official local newspaper (and other publications if appropriate) at least ten (10) days in advance of bid opening is required. The City may use its web site or a recognized industry trade journal as an alternative method to disseminate solicitations of bids, requests for information, and requests for proposals if certain steps are followed to designate the method (MN Stat. 331A.03, subd. 3).
3. Time must be allowed between the date of bid opening and bid award to permit examination and tabulation of bids and submission of recommendation to the City Manager and Council.
4. Council award of bid. The Council may wish to table an award on a difficult matter, thereby delaying the purchase. Therefore, careful consideration must be given to the complexity of an item and thorough information must be provided.
5. Once the Council has awarded the bid, a requisition form must be prepared by the department head with a notation indicating the date that the City Council approved the bid award. Also, a copy of the agenda report must be attached to the requisition. For construction contracts, a payment authorization form should be completed, instead of a requisition, each time an application for payment is ready to be processed.

If the item will be purchased using cooperative purchasing, Council approval is required before the purchase can be made. To obtain Council approval, an agenda report must be prepared and submitted to the City Council. For details on this procedure, see your department head or supervisor.

PROCEDURES FOR PURCHASES \$100,000 AND OVER

All merchandise, materials, or equipment purchases totaling \$100,000 or more (except emergency purchases and items purchased using cooperative purchasing) must be purchased on a formal bid basis. The following procedural requirements must be met before an item may be purchased:

1. It is the responsibility of the requesting department to prepare specifications. After specifications have been prepared, they shall be submitted to the City Manager for approval. No advertisement for bids shall be published until specifications are approved by the City Manager.
2. Advertisement in the official local newspaper (and other publications if appropriate) at least ten (10) days in advance of bid opening is required for purchases less than \$200,000. The City may use its web site or a recognized industry trade journal as an alternative method to disseminate solicitations of bids, requests for information, and requests for proposals if certain steps are followed to designate the method (MN Stat. 331A.03, subd. 3).
3. If the purchase is \$200,000 or more, the first advertisement must appear no less than twenty-one (21) days before bid opening and the second notice shall be published between that time and the deadline for bids. In the case of public improvement projects, publication must be made twice in the official newspaper and twice in the "Construction Bulletin" no less than three (3) weeks before the deadline for submission of bids for the first notice and the second notice shall be published between that time and the deadline for bids.
4. Time must be allowed between the date of bid opening and bid award to permit examination and tabulation of bids and submission of recommendation to the City Manager and Council.
5. Council award of bid. The Council may wish to table an award on a difficult matter, thereby delaying the purchase. Therefore, careful consideration must be given to the complexity of an item and thorough information must be provided.
6. Once the Council has awarded the bid, a requisition form must be prepared by the department head with a notation indicating the date that the City Council approved the bid award. Also, a copy of the agenda report must be attached to the requisition. For construction contracts, a payment authorization form should be completed, instead of a requisition, each time an application for payment is ready to be processed.

If the item will be purchased using cooperative purchasing, Council approval is required before the purchase can be made. To obtain Council approval, an agenda report must be prepared and submitted to the city Council. For details on this procedure, see your department head or supervisor.

PURCHASES FROM EMPLOYEE-OWNED COMPANIES

Before making a purchase in excess of \$200 from, or entering into a contract with, a business entity owned wholly, or in part, by an employee of the City of Maplewood, City employees must obtain at least two (2) price quotes which are to be kept on file in the Finance Department for one (1) year after receipt. On purchases under \$10,000, price quotes can be copies of the latest price listings, excerpts from current catalogs or written quotes provided by vendor. On purchases totaling \$10,000 to \$49,999, there must be two written quotations from prospective vendors. Before the purchase is made, it must be reviewed by the supervisor of the employee making the purchase to confirm that the decision to make a purchase from, or enter into a contract with, the business entity owned wholly, or in part, by the City employee is based on rational economic factors including, but not limited to, price and availability of goods and services. Two price quotes are not needed when services are purchased from an independent contractor who is a recreation referee, official or instructor.

A business entity owned wholly, or in part, by a City employee shall be defined as: an entity organized for profit, including an individual, sole proprietorship, partnership, corporation, joint venture, association, or cooperative in which the City employee or a member of the City employee's immediate family has a financial interest excluding interests consisting solely of publicly issued stock holdings constituting equal to or lesser than 5% of the entity's total public stock issue.

A member the City employee's immediate family is defined as: the City employee's spouse, the City employee's child, the City employee's parent, or the City employee's sibling.

COOPERATIVE PURCHASING

Per MN Statute 471.345, subd. 15, municipalities may contract for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by section 16C.11.

If a municipality does not utilize the state's cooperative purchasing venture, a municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations.

Cooperative purchasing is intended to save government agencies time and money when purchasing common products. Of course, there are no guaranteed savings, but cooperative buying power is a time-tested method of savings.

Cooperative purchasing is currently allowed through the following sources:

State of Minnesota's Cooperative Purchasing Venture (CPV) Program
U.S. Communities Government Purchasing Alliance
National Intergovernmental Purchasing Alliance Company (National IPA)
Houston-Galveston Area Council (HGACBuy)
BuyBoard National Purchasing Cooperative
National Joint Powers Alliance (NJPA)

ADVERTISING FOR BIDS

GUIDELINES:

All purchases \$100,000 and over (except emergency purchases and items purchased using cooperative purchasing) require solicitation and receipt of sealed competitive bids. Also, on purchases between \$50,000 and \$99,999, the City Manager or his/her designee will make the determination on whether the purchase requires solicitation and receipt of sealed competitive bids or two or more written quotations.

PROCEDURES:

1. Advertisement for public bids shall be placed in the City's official newspaper (or alternate method if designated by the City) at least ten (10) working days prior to the date of bid opening.
 2. If the purchase is \$200,000 or more, the first advertisement must appear no less than twenty-one (21) days before bid opening and the second notice shall be published between that time and the deadline for bids. In the case of public improvement projects, publication must be made twice in the official newspaper and twice in the "Construction Bulletin" no less than three (3) weeks before the deadline for submission of bids for the first notice and the second notice shall be published between that time and the deadline for bids.
 3. The department requesting the bids will prepare the bid specification and the following must be adhered to:
 - bids must be typed or written in ink;
 - bids must be signed in ink;
 - all erasures or changes must be initialed;
 - bids must be received no later than stated in the advertisement of bids; and,
 - for public improvement projects, bids must be signed by the City Clerk.
 4. The advertisement for bids will include:
 - date and time by which bids must be submitted;
 - location for delivery of bids; and
 - date, time, and place of bid opening.
 5. Bid Security. If the purchase is \$100,000 or more the bid must be accompanied by cash, certified check, cashiers check, or bid bond payable to the City of Maplewood in an amount equal to five percent (5%) of the total bid, conditioned that if the bidder is the successful bidder, he/she will enter into a contract in accordance with said bid and will furnish such performance bonds as specified. The security of the successful bidder will be held until delivery of the goods or services has been completed.
 6. Bids are received by the City Clerk's office.
 7. Council will award the bid and the award will be based on, but not limited to, the factors of price, delivery date, City's experience with the products/services proposed, City's evaluation of the bidders ability to service City in terms of the requirements as called for in the specifications, quality of merchandise offered, and analysis and comparison of specifications.
-

PROMPT PAYMENT OF CITY BILLS

State law required municipalities to pay obligations with a standard payment period except where good faith disputes exist. A city whose council has at least one regularly scheduled meeting per month *must pay bills within 35 days of receipt*. A city or joint powers organization which does not have at least one regularly scheduled meeting per month must pay bills within 45 days of receipt. The date of receipt is defined as the completed delivery of the goods or services or the satisfactory installation or assembly, or the receipt of the invoice for the delivery of goods, whichever is later.

Cities have the responsibility to notify vendors of invoice errors within 10 days of receipt. The statute also requires cities to calculate and pay interest of 1½ percent per month on bills not paid within the standard payment period. State law specifies \$10 as the minimum monthly interest penalty payment for the unpaid balance of any one overdue bill or \$100 or more. For unpaid balances less than \$100, the city shall calculate and pay the actual interest penalty due the vendor.

In cases of delayed payments due to good faith disputes with vendors, no interest penalties accrue. Where such delayed payments are not in good faith, the vendor may recover costs and attorneys' fees. Statute applies to all purchases of goods, leases and rents, and contracts for services, construction, repair and remodeling entered into on or after January 1, 1986. Purchases or contracts for service with a public utility or telephone company are not subject to the requirements of this statute. (Statute No. 471.425)

All City employees that receive bills should promptly send them to the Finance Department with the appropriate forms so that they can be paid within 35 days of receipt. Checks for the payment of bills are mailed every Tuesday. This payment processing is referred to as "regular accounts payable processing." All documentation for checks must be submitted to the Accounts Payable Technician in the Finance Department by 4:30 p.m. on Wednesdays. If payment of the bill by regular accounts payable processing would result in a late payment charge, a special check will be issued when requested by the department making the purchase, provided the late payment charge is over \$2.00.

STATE SALES AND USE TAX

Purchases made by cities became subject to the state sales and use tax effective June 1, 1992. The use tax is similar to the sales tax and is the same rate. The use tax must be paid when the City makes taxable purchases without paying sales tax. An example of this would be a purchase of commodities from a vendor outside of Minnesota who does not charge the City sales tax. In this case, the City has to pay a 6.875% use tax to the State of Minnesota and complete a tax return.

In order to meet this legal requirement, the department making the purchase should calculate the use tax. Then in the coding section of the appropriate form for the purchase, the use tax amount should be added to the same account that the purchase is coded to. In addition, the use tax amount should also be listed in the coding section as a negative amount and coded to account 101-2031. For example, if \$100 of office supplies were purchased from an out-of-state vendor for Dept/Prog 202 and no sales tax were charged, the account coding would be as follows:

\$106.88	101-202-000-4110
(6.88)	101-----2031

As a result, the vendor would be paid \$100 and \$6.88 would be paid to the State of Minnesota automatically by the City.

PURCHASE DISCOUNTS

Some vendors offer a discount of 1% to 2% for payment of their invoices within the discount period. If this discount is over \$2.00, a special check should be requested. However, occasionally the department that purchased the goods sends the invoice and/or receipt of goods to the Finance Department after the discount period has expired. In these cases, the purchase discount lost will be added to the total purchase price and coded to the appropriate expenditure account (e.g., supplies, services, etc.).

FINAL PAYMENTS ON CITY CONSTRUCTION CONTRACTS

The State of Minnesota requires the filing of Form IC-134 prior to the final payment of any contract involving employees under code section 270C.66 CONTRACTS WITH STATE: WITHHOLDING.

"No department of the state of Minnesota, nor any political or governmental subdivision of the state, shall make final settlement with any contractor under a contract requiring the employment of employees for wages by said contractor and by subcontractors until satisfactory showing is made that said contractor or subcontractor has complied with the provisions of section 290.02. A certificate by the commission of revenue shall satisfy this requirement with respect to the contractor or subcontractor."

Before final payment can be made on any contract which involves the payment of wages by a contractor of the city to any employee, or subcontractors with employees that performed work on a job for the city, the contractor must furnish to the city a copy of Form IC-134 that has been certified by the Minnesota Department of Revenue. These forms should be kept on file in your department with all other contract documents for possible review by the auditors. Contractors and subcontractors should obtain the IC-134 forms from the State of Minnesota.

Subcontractors or sole contractors must provide their certified IC-134 form to the prime contractor when their portion of work is completed. The prime contractor then submits all certified IC-134 forms to the City when requesting their final payment.

PURCHASING – QUICK REFERENCE GUIDE

This section is designed as a quick reference for the purchasing procedures. The following outlines the step by step procedures for purchases.

- Determine the need for commodities and services.
- Research the cost of purchase.
- Determine the appropriate account coding for the purchase.
- Check the budget to determine that there is sufficient money available for the purchase.
- If there is not sufficient money available for the purchase, prepare either a budget transfer request form and turn it in to the Finance Department for approval, or an Agenda Report if necessary.
- Determine into which category the purchase falls.
- If the purchase is \$5,000 or less, it should be made using a VISA purchasing card whenever possible.

VALUE	REQUIRED	CITY MANAGER OR HIS/HER DESIGNEE APPROVAL REQUIRED	COUNCIL APPROVAL REQUIRED	FORM TO PREPARE
Reimb. to Employees	No Quotations Necessary	No	No	Employee Expense Report
\$50 or less	No Quotations Necessary	No	No	Petty Cash Form or Payment Authorization
\$50 to \$4,999	One or More Verbal Quotations	No	No	Payment Authorization
\$5,000 to \$9,999	Two or More Verbal Quotations	No	No	Requisition or Payment Authorization
\$10,000 to \$19,999	Two or More Written Quotations	YES	No	Requisition or Payment Authorization
\$20,000 to \$49,999	Two or More Written Quotations	YES	YES	Agenda Report and Requisition or Payment Authorization
\$50,000 to \$99,999	Either Two or More Written Quotations or Advertise for Bids*	YES	YES	Agenda Report and Requisition or Payment Authorization
\$100,000 or more	Advertise for Bids	YES	YES	Agenda Report and Requisition or Payment Authorization

*Requirement to be determined by City Manager or his/her designee.

REQUISITION FORM

This form can be found on the Finance page of the City's intranet or as an Excel file on the network at S:\FINANCE\Forms\AP-Requisition.

GUIDELINES:

1. Used for purchases when merchandise or service to be ordered costs \$5,000 or more. (Can be used for purchases under \$5,000 when a purchase order is required.)
2. Not used when a Payment Authorization Form will be completed.
3. Not used when prepayment for goods or services is required.
4. If the purchase is between \$5,000 and \$9,999, two or more quotations must be listed.
5. If the purchase is between \$10,000 and \$19,999, two or more written quotations must be attached and approval needs to be obtained from the City Manager or his/her designee.
6. If the purchase is between \$20,000 and \$49,999, the date that the City Council approved the purchase should be noted on the requisition and two or more written quotations must be attached to the requisition.
7. If the purchase is between \$50,000 and \$99,999, either two or more written quotations must be attached and the date that the City Council approved the purchase should be noted on the requisition or the date that the City Council approved the bid award should be noted on the requisition. The method by which the purchase is made will be determined by the City Manager or his/her designee.
8. Sealed bids must be used for purchases of \$100,000 or more if the purchase is not made using cooperative purchasing. The date that the City Council approved the bid award should be noted on the requisition.
9. Typed Purchase Order forms are issued when a requisition is approved.
10. On items formally bid, a requisition is sent to the Finance Department *after* award of the bid by City Council.
11. Do not make the purchase until the requisition has been approved by the Finance Department.

PREPARATION PROCEDURE:

1. Enter **QUANTITY** and **DESCRIPTION** of items to be purchased.
2. **NAMES OF BIDDERS**
 - a. If only one vendor was considered, enter those amounts in the first column.
 - b. If bids or quotations were obtained from more than one vendor, enter those figures in appropriate **NAMES OF BIDDERS**, **UNIT PRICE**, and **AMOUNT** columns.
 - c. If written quotations were obtained, attach these to the requisition.
 - d. If sealed bids were used for the purchase, note on the requisition the date that the City Council approved the bid award. Also, attach a copy of the agenda report to the requisition.
 - e. If the purchase is being made using cooperative purchasing, indicate this on the front of the requisition.

- f. If applicable, enter sales tax, freight and delivery charges in the amount columns. If necessary, contact the vendor and obtain estimated amounts.
3. **NAME AND ADDRESS OF RECOMMENDED BIDDER.** Enter name and address of vendor from whom material or service is to be purchased. If items are to be purchased from vendor other than *lowest* bidder, or if only one bid was obtained, **attach** a full explanation to the form.
 4. Sign and date requisition or obtain signature of person in your department authorized to approve requisitions.
 5. Enter the **FUND, DEPT/PROGRAM, ACTIVITY (optional), OBJECT** on the front of the form or list coding on an attachment.
 6. Enter the **AMOUNT** that pertains to each account listing.
 7. For capital outlay purchases, send the requisition to the City Manager. For all other purchases, send the requisition to the Finance Department for approval.
 8. Upon approval, the Finance Department will send a purchase order copy back to the employee making the purchase.
 9. Make the purchase.
 10. When the merchandise or service is received, complete the Report of Goods/Services Received form.
 11. If the vendor requires a down payment or deposit for part of the requisition amount, complete a Report of Goods/Services Received form. Check the box labeled **Partial Delivery** and in the section labeled **Description** write the deposit amount and "Deposit required by vendor".
-

 **REQUISITION**
CITY OF MAPLEWOOD, MINNESOTA
 (This is NOT a Purchase Order)

Quantity	Description	Names of Bidders			
		CAPITAL COMMUNICATIONS		ALLIED DIGITAL	
		Unit Price	Amount	Unit Price	Amount
1	Radio voting receiver with voting card	11,585.25	11,585.25	12,200.00	12,200.00
Freight			\$ 95.00		\$ 60.00
Subtotal			\$ 11,680.25		\$ 12,260.00
Sales Tax @ .06875			\$ 803.02		\$ 842.88
Total			\$ 12,483.27		\$ 13,102.88

If low bidder is not recommended or only a single bid has been obtained, include a full explanation of reasons.

Deliver to	Name and address of recommended bidder
Maplewood Police Department	Capital Communications
1830 County Road B East	836 North Prior Avenue
Maplewood, MN 55109	St. Paul, MN 55104

Check one

Mail Purchase Order? Yes No

Fax Purchase Order? Yes No

Fax # 651-483-6599

(If needed)

Purchase Order No. _____

(Assigned by Finance Dept.)

Requested by:

Signed Authorized Purchaser Date 5/1/12

City Mgr, Asst. City Mgr or Finance Mgr/Dir Approval:

Signed City Manager Date 5/2/12

Approved by City Council: Date 5/14/12

Finance Department Approval:

Signed Authorized Approver Date 5/15/12

FUND	PROGRAM	ACTIVITY	ACCOUNT	AMOUNT
425	000	000	4630	12,483.27
TOTAL				12,483.27

FOR ACCOUNTING USE ONLY:	VENDOR NUMBER
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S:\FINANCE\Forms\AP-Requisition

REPORT OF GOODS/SERVICES RECEIVED FORM

The Report of Goods/Services Received form is used to indicate receipt of goods/services when a requisition has been prepared. This form can be found on the Finance page of the City's intranet or as an Excel file on the network at S:\FINANCE\Forms\AP-Report of Goods-Service Rec'd.

GUIDELINES:

1. Used when a requisition has been prepared.
2. Used to indicate partial or complete delivery of goods or services.

PREPARATION PROCEDURE:

1. Enter **DEPARTMENT NAME**.
 2. Enter the **NAME OF THE COMPANY** that goods or services were **RECEIVED FROM**.
 3. Enter the **PURCHASE ORDER NUMBER** of the purchase order mailed.
 4. Enter the **DATE** the goods or services were received. Leave blank if this form is being used to process a down payment.
 5. Determine if the delivery is **PARTIAL** or **COMPLETE** and check the appropriate box. If you indicate complete delivery on the form, the purchase order will be closed and no further payments can be made on it. If the form is being used for a **DOWNPAYMENT**, indicate the payment amount and check the appropriate box.
 6. Method of processing.
 - a. **Regular Accounts Payable Processing.** Check will be available and mailed every Tuesday. Cut-off date for inclusion in regular processing is 4:30 p.m. on the preceding Wednesday.
 - b. **Special Check.** A check is prepared separately on the date indicated only when payment is required before the next regular accounts payable date.
 - c. **Reason for Special Check.** State reason why a special check is needed. *Use of special checks should be kept at an absolute minimum.* The receipt of goods/services form and all necessary documentation must be submitted two days in advance of the date when the special check is needed.
 7. Enter the **QUANTITY** and **DESCRIPTION** of goods or services received. As an option, the packing slip may be attached instead.
 8. Enter the **CONDITION** of goods or services received.
 9. On the **RECEIVED/APPROVED BY** blank, enter the name of the person who accepted or signed for the shipment or services.
 10. If an invoice has been received, send it to the Finance Department.
-

**CITY OF MAPLEWOOD
REPORT OF GOODS/SERVICES RECEIVED**

DEPARTMENT NAME: POLICE DEPARTMENT PURCHASE ORDER NUMBER: 100275

RECEIVED FROM: CAPITOL COMMUNICATIONS DATE RECEIVED: 10/16/02

CHECK ONE: Partial Delivery *NOTE: This form must be completed and returned to the Finance Department regardless of whether merchandise was kept, refused, order changed, etc. Note any of these special conditions.*
 Complete Delivery
 Down Payment of \$ _____ required by vendor

Regular Accounts Payable Processing Special Check By: _____

Reason for Special Check Request: _____

LIST ITEMS/SERVICES RECEIVED BELOW OR ATTACH PACKING SLIP		
QUANTITY	DESCRIPTION	CONDITION
1	Radio voting receiver with voting card	Good

Received/Approved By: *Jane M. Smith* Date: _____

PAYMENT AUTHORIZATION FORM

The Payment Authorization Form can be used as an authorization for payment when a requisition has not been prepared. This form can be found on the Finance page of the City's intranet or as an Excel file on the network at S:\FINANCE\Forms\AP-Payment Authorization.

GUIDELINES:

The Payment Authorization form may be used for the following purposes:

- Used to process payment for transactions under \$5,000 if a VISA purchasing card cannot be used.
- Payment to temporary help company.
- Payments required by contract (e.g., construction contract).
- Emergency needs.
- Subscriptions or memberships.
- Prepayment when required for purchase of goods or services.
- Other miscellaneous payments.

PREPARATION PROCEDURE:

1. Enter **NAME OF PAYEE**.
2. **ADDRESS OF PAYEE** need not be entered if address appears on attached supporting documents. If payee address does not appear on attachments, enter address where check is to be mailed.
3. **METHOD OF PROCESSING**
 - a. **Regular Accounts Payable Processing.** Check will be available and mailed every Tuesday. Cut-off date for inclusion in regular processing is 4:30 p.m. on the preceding Wednesday.
 - b. **Special Check.** A check is prepared separately on the date indicated only when payment is required before the next regular accounts payable date.
 - c. **Reason for Special Check.** State reason why a special check is needed. *Use of special checks should be kept at an absolute minimum.* The Payment Authorization form should be submitted two days in advance of the date when the special check is needed.
4. **EXPLANATION FOR PAYMENT.** Supply a brief but clear explanation of reason for expenditure.
5. Indicate **REASON FOR NOT PREPARING REQUISITION**.
6. Enter **FUND, DEPT/PROGRAM, ACTIVITY (optional), OBJECT**. If more lines are needed for account coding, list all of the account coding on an attachment and write "see attached" in the coding block on the form.
7. Enter **AMOUNT** of each account item.
8. Enter total **AMOUNT OF CHECK** to be prepared for payment.

9. Obtain signature of person in your department who has designated purchase approval authority if you do not have this authority. This person will review the purchase to determine that it is not a duplicate payment, that the transaction is correctly coded and that the form is properly completed.
 10. If you require a record copy of the Payment Authorization form for your file, mark *“Check here if you want a copy of this form after Finance Department approval”*.
 11. Attach the original invoice(s) and other related information to the payment authorization and send it to the Finance Department. The total of the invoices attached must agree with the amount of the check requested. The department making the purchase should request the vendor to send invoices to their department rather than the Finance Department.
-

CITY OF MAPLEWOOD, MINNESOTA - PAYMENT AUTHORIZATION FORM

Name of Payee: McLeod USA Vendor#:

Address of Payee (not needed if attached):

Regular accounts payable processing Special check by: _____
Check #: Date:

Reason for special check: _____

Explanation of payment: Monthly phone service charges.

Reason for not preparing a requisition:
 Purchase does not exceed \$4,999 per invoice
 Payment to temporary help company
 Payment required by contract
 Emergency need
 Subscription or membership
 Purchase Order not required
 Other - explain:

Code to:

FUND	PROGRAM	ACTIVITY	OBJECT	AMOUNT
101	119	000	4310	\$947.51

Prepared By: D Smith

I declare under the penalties of law that this claim is just and correct and that no part of it has been paid.

Approved by Authorized Purchaser:

 Signature Date

Approved by City Mgr, Asst. City Mgr or Finance Mgr/Dir:

 Signature Date

Approved by Finance Department:

 Signature Date

Project Accounting Coding if applicable:

PROJECT	PHASE	TASK	SUB-TASK	AMOUNT

Amount of Check \$ 947.51

Check here if you want a copy of this form after Finance Department approval

AUTHORIZATION TO PAY FIXED REGULAR BILLS FORM

This form can be found on the Finance page of the City's intranet or as an Excel file on the network at S:\FINANCE\Forms\AP-Auth Pay Fixed Regular Bills.

GUIDELINES:

1. The **AUTHORIZATION TO PAY FIXED REGULAR BILLS** form is used for payments that are made at a fixed amount each month, quarter, or year provided that they cannot be charged on a VISA purchasing card.
2. By completing this form, the Finance Department will automatically issue a check for the amount designated.
3. If the fixed amount changes, a new form must be completed.

PREPARATION PROCEDURE:

1. Enter **NAME OF PAYEE** (vendor).
 2. Enter **ADDRESS OF PAYEE**.
 3. After **BILLS FOR**, supply a brief but clear explanation of the reason for the expenditure (e.g., Rubbish Hauling).
 4. Check either **MONTHLY, QUARTERLY OR ANNUALLY** to indicate the frequency of payment needed.
 5. **PERIOD COVERED BY AUTHORIZATION:** The period in which the fixed payment authorization covers. As a general rule, payments should only be authorized for a period of up to one year unless there is a formal written contract in effect for a longer period.
 6. **ACCOUNT CODING:** Enter Fund, Dept/Program, Activity (optional), Object.
 7. **AMOUNT:** Enter the fixed amount.
 8. Obtain a signature of the appropriate department head and date the form.
 9. Send completed form to the Finance Department for approval.
-

AUTHORIZATION TO PAY FIXED REGULAR BILLS

PAYEE: Memorex Telex Corporation
P.O. Box 14706-F
St. Louis, MO 63150

BILLS FOR: Telephone Maintenance Agreement

HOW OFTEN ARE BILLS TO BE PAID? X MONTHLY QUARTERLY ANNUALLY

PERIOD COVERED BY THIS AUTHORIZATION: 05/01/02 THRU 05/01/03

For accounting use only:

VENDOR #	CHECK #	DATE

ACCOUNT CODING:

FUND	PROGRAM	ACTIVITY	OBJECT	AMOUNT
101	119	000	4310	\$567.62

Amount of Check \$ 567.62

DEPARTMENT HEAD APPROVAL: *Department Head Signature* **DATE** 4/15/02

FINANCE DIRECTOR APPROVAL: *Finance Director Signature* **DATE** 4/15/2002

INSTRUCTIONS: Complete one of these forms for each payee that is to be paid a fixed amount. Keep a copy of the form on file in your department and send the original to the Finance Director for approval. After approval by the Finance Director, the Accounts Payable Technician will automatically issue a check for the amount designated. If an invoice is received for an amount different than the amount specified, the invoice will not be paid until a payment authorization form is received from the appropriate department.

PETTY CASH REIMBURSEMENT FORM

Pads of Petty Cash Vouchers (reimbursement forms) can be obtained from your department administrative assistant.

GUIDELINES:

A Petty Cash fund has been established to pay a “claim against the City which is impractical to pay in any other manner”. Items that **CANNOT** be paid from Petty Cash are as follows:

1. Payments for salary or personal expenses for an officer or employee.
2. Reimbursements for meals, training, mileage, etc. An Employee Expense/Mileage Reimbursement form should be completed for these expenditures.

Expenses that are frequently paid from Petty Cash include postage for registered letters, parking fees, gas for city owned vehicles, coffee for meetings at City Hall and small supplies. For further information, see State Law 412.271, Subd. 5. Generally, the reimbursement should be \$50 or less.

PREPARATION PROCEDURE:

1. Enter the **CURRENT DATE**.
 2. Enter the **AMOUNT OF REIMBURSEMENT**.
 3. Enter a **COMPLETE DESCRIPTION** of the purpose of the reimbursement.
 4. Enter the appropriate **ACCOUNT CODE**: Fund, Dept/Program, Activity (optional), Object.
 5. Sign the Petty Cash form and attach receipts.
 6. Obtain the signature of your supervisor (unless you are a department head).
 7. Submit the Petty Cash form to the Finance Department for reimbursement.
 8. The Finance Department will approve the payment and give the cash to the employee requesting reimbursement.
 9. When cash is received you must sign the Petty Cash form to signify receipt of payment.
-

PETTY CASH REIMBURSEMENT FORM

PETTY CASH VOUCHER

Date August 13, 2004

Amount \$19.04

For Coffee for Council meetings and visitors.

Charge Account 101-101-000-4120

Employee Signature Jane M. Smith

Supervisor Approval Supervisor Signature

Finance Dept. Approval Finance Dept. Signature

Cash Given By Finance Dept. Signature

Cash Received By Jane M. Smith

Attach receipts to this form.

EMPLOYEE EXPENSE REPORT FORM

This form can be found on the Finance page of the City's intranet or as an Excel file on the network at S:\FINANCE\Forms\AP-Employee Expense Report yyyy.

GUIDELINES:

1. This form should be completed for all employee reimbursements that cannot be charged on a VISA purchasing card or are not eligible for reimbursement from petty cash including travel costs, meals, uniforms and the purchase of supplies.
2. The maximum allowable rate for overnight lodgings is the cost for single occupancy in a motel room. If two or more employees are traveling together and plan to share their lodgings, they may each claim their portion of the cost for the room.
3. Reimbursement for transportation expenses is set at coach rates for air travel. Employees who find it necessary to use their private automobiles for City travel will be reimbursed at the current per mile rate, not to exceed the coach rate to their destination. The current per mile rate is printed on the Employee Expense Report form. Necessary transportation by taxi cab is a reimbursable expense.
4. Tips for services received, excluding meals, are the responsibility of the employee.
5. Expenses for meals, including sales tax and gratuity, will be reimbursed according to the following limits and procedures. No reimbursement will be made for alcoholic beverages. Seventy five percent (75%) of the per diem is allowed for travel days as set forth in the annual General Services Administration Meals and Incidental Expenses Table located on the internet at www.gsa.gov/mie. If less than three meals are purchased, deductions to the per diem or the meal allowance maximum will be made in the amounts as set forth in that table. Also, if a meal is provided as part of the training, seminar, conference or other event being attended, an appropriate deduction shall also be made for that meal.

This pertains to all employees not covered by a union contract (or other agreement) which specifies a different amount. Full reimbursements, over the maximums specified, will be authorized for all employees if a lower cost meal is not available when attending banquets, training sessions, or meeting of professional organizations.

6. Receipts should be turned in with this form.

PREPARATION PROCEDURE:

1. Enter your **NAME** and **DEPARTMENT**.
2. Enter the dates in which expenses were incurred in the **PERIOD COVERED** section.

Daily Expense Section

3. Enter the **DATES** the expenses were incurred in the appropriate boxes.
4. Enter the **LODGING AMOUNT** in the appropriate date column.

5. Enter the amount paid for **MEALS** with a breakdown between **BREAKFAST, LUNCH, AND DINNER**, for each date (maximum allowed is 75% of the per diem as set forth in the annual General Services Administration Meals and Incidental Expenses Table located on the internet at www.gsa.gov/mie). If less than three meals are purchased, deductions to the per diem or the meal allowance maximum will be made in the amounts as set forth in that table.
6. Enter the amount paid for **AIR FARE** under the appropriate date in which travel occurred. Also, attach a City Frequent Flyer Form as required by State Law.
7. Enter the amount paid for **TAXI** under the corresponding date.
8. Enter the amount paid for **PARKING** in the column that corresponds to the day in which the expense was incurred.
9. Enter the amount paid for **TELEPHONE** calls in the column that corresponds to the date the call was made.
10. Enter the amount paid for **UNIFORMS/SHOES** in the appropriate column.
11. Enter a description and amount paid for **OTHER** reimbursable expenses which were incurred.
12. Total each of the rows for each category of expense that information was entered in the column marked **TOTAL**.
13. Enter the **TOTAL DAILY EXPENSES** in the appropriate box.
14. Enter information in the **COMMENTS** section to indicate why expenses were incurred.

Mileage Reimbursement Section

15. Enter the **DATE** of each trip.
16. Enter where the trip began in the **FROM** column and enter the destination in the **TO** column. All trips listed are considered to be round trip unless you indicate it was one-way. If more space is needed, obtain and complete the Addendum to Employee Expense Report form.
17. Calculate the **MILES** and enter the number.
18. Enter an **EXPLANATION** of the purpose for each trip.
19. Total the **MILES** column.
20. Multiply the total miles by the current per mile rate to arrive at the amount of the mileage reimbursement. The rate is pre-printed on the Employee Expense Report form. The mileage reimbursement rate usually changes annually and is the IRS standard business rate.
21. Enter the **MILEAGE REIMBURSEMENT** amount in the appropriate box.

Recap Section

22. Enter the TOTAL **DAILY EXPENSES AND MILEAGE REIMBURSEMENT** in the appropriate box.
 23. Enter the appropriate account codes and amounts in the account code box.
 24. Sign and date the form on the **EMPLOYEE SIGNATURE** line.
 25. Attach all receipts and other documentation to this form and have it signed by your supervisor.
 26. After approval by the employee's supervisor, the Employee Expense Report form is transmitted to the Finance Department. A check for the approved amount will be issued within two weeks after approval by Finance.
-

**CITY OF MAPLEWOOD
Employee Expense Report**

Employee Name: **Jane Smith** Department: **Finance**
 Period Covered: From **9/8/02** To **9/15/02**

DAILY EXPENSES - Please attach all receipts and other documentation to this form.

ITEM	Date	Date	Date	Date	Date	Date	COMMENTS	TOTAL
	9/8	9/9	9/10					
Breakfast		5.25	4.75				GFOA Conference Costs	10.00
Lunch	5.50	5.80	5.25				GFOA Conference Costs	16.55
Dinner	8.00	8.00					GFOA Conference Costs	16.00
Lodging	60.00	60.00					GFOA Conference Costs	120.00
Telephone			2.25				GFOA Conference Costs	2.25
Taxi								
Parking								
Airfare	300.00						GFOA Conference Costs	300.00
Uniforms/Shoes								
Other								
TOTAL DAILY EXPENSES								\$464.80

MILEAGE REIMBURSEMENT

DATE	TRAVEL		NUMBER OF MILES	EXPLANATION
	FROM	TO		
9/15/00	City Hall	Norwest Bank	16	Meeting with bank official regarding city deposit account
TOTAL OF 16 MILES @ \$0.555 PER MILE = TOTAL MILEAGE REIMBURSEMENT				\$8.88

TOTAL DAILY EXPENSES AND MILEAGE REIMBURSEMENT FROM ABOVE **\$473.68**

Fund	Program	Activity	Object	Amount
101	202	000	4390	\$464.80
101	202	000	4400	\$8.88
<small>(This Row For Accounting Use Only)</small>				<small>Vendor Number:</small>

I declare under the penalties of law that this claim is just and correct and no part of this has been paid.

Employee Signature **Jane Smith** Date **9/15/02**
 Supervisor Approval *[Signature]* Date **9/15/02**
 Finance Department Approval **C. Johnson** Date **9/17/02**

Form location: S:\Finance\Forms\Employee Expense Report
 Sample location: P:\ADMIN ASST FILES\Purch Proc Man\Employee Expense Report

EDUCATIONAL ASSISTANCE REIMBURSEMENT FORM

This form can be obtained from Human Resources or found on the HR page of the City's intranet or as a Word file on the network at S:\Administration\HR\Forms\EDUCATIONAL ASSISTANCE REIMBURSEMENT FORM.

GUIDELINES:

1. This form is used for reimbursement of tuition and books for job related courses. Courses required to be taken, for which 100% reimbursement will be received, should not be processed on this form.
2. The top part of this form should be completed prior to the enrollment in the course for pre-approval.
3. The remainder of this form should be completed after the completion of the course and the receipt of the final grade.

PREPARATION PROCEDURE:

1. To assure reimbursement for tuition and books, pre-approval can be obtained by filling out the top section of this form. (Follow the instructions below for completing this form.) Turn the form in to your department head for approval. If the department head approves the course it will be sent to Human Resources. If approved, the form will be returned to you with the reimbursement pre-approval section completed.
 - a. Enter the **EMPLOYEE NAME**.
 - b. Enter the **JOB TITLE** and **DEPARTMENT**.
 - c. Enter the **COURSE TITLE AND DATES THE COURSE WILL BE TAKEN** and attach a copy of the course outline.
 - d. Enter the **NAME OF SCHOOL, ADDRESS, CITY, STATE AND ZIP CODE**.
 - e. Check **YES** or **NO**, depending on whether or not you are working toward a degree. If **YES**, fill in the **TYPE OF DEGREE** you are working toward.
 - f. Enter the estimated costs for **TUITION, BOOKS** and the maximum **REIMBURSEMENT AMOUNT**.
 - g. **SIGN** and **DATE** the form, then submit the form to your department head for approval.
 - h. Once the department head has approved the form, it will be sent to Human Resources for final approval. Upon this approval, it will be sent back to the employee.
2. Upon completion of the course and receipt of the final grade (must be a C or higher), complete the bottom part of the form as follows:
 - a. Enter the **DATE COURSE COMPLETED** and the **FINAL COURSE GRADE**. Attach documentation showing the final course grade.

- b. Fill in the **COURSE TUITION, TOTAL COSTS OF BOOKS**, and the **REIMBURSEMENT AMOUNT**, which is a percentage of the cost of tuition dependent on the grade as follows:

Grade	Percentage*
A	85%
B	75%
C	50%

*Employees must reimburse the City on a pro-rata basis if they voluntarily leave employment or are terminated for cause within thirty six (36) months of reimbursement.

- c. Attach to this form a copy of receipt for tuition and books, and a copy of the final course grade. Give this to Human Resources for final approval. Upon this approval, it will be sent back to the employee.
- d. After Human Resources has approved the reimbursement request section, the employee should attach this form to a completed Employee Expense Report form and then send it to the Finance Department. The reimbursement should be coded to account 4391.
-

EDUCATIONAL ASSISTANCE REIMBURSEMENT FORM

EMPLOYEE NAME Jane Smith		
JOB TITLE Accountant	DEPARTMENT Finance	
COURSE TITLE <small>(ATTACH COURSE OUTLINE)</small> Governmental Fund Accounting	DATES OF COURSE: FROM: 02/12 TO: 05/12	
NAME OF SCHOOL North Hennepin Community College		
ADDRESS 1330 Zane Avenue		
CITY Brooklyn Park	STATE MN	ZIP CODE 55114
ARE YOU WORKING TOWARD A DEGREE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, DEGREE:	
ESTIMATED TUITION COSTS: TUITION \$ 300 BOOKS \$ 100 REIMBURSEMENT AMOUNT \$ 340		
EMPLOYEE SIGNATURE Jane Smith	DATE SUBMITTED FOR PRE-APPROVAL 1/13/12	
REIMBURSEMENT PRE-APPROVAL:		
DEPARTMENT HEAD Finance Director Signature	DATE 1/14/12	
CITY MANAGER/HR HR City Manager Signatures	DATE 1/15/12	
REIMBURSEMENT REQUEST SECTION:		
DATE COURSE COMPLETED 5/28/12	FINAL COURSE GRADE B <small>(ATTACH COPY OF GRADE)</small>	
ACTUAL COSTS: TUITION \$ 295.00 BOOKS \$ 96.00 REIMBURSEMENT AMOUNT \$ 293.25		
NOTE: ATTACH RECEIPTS FOR TUITION AND BOOKS.		
EMPLOYEE SIGNATURE Jane Smith	DATE 5/29/12	AFTER THE REIMBURSEMENT REQUEST HAS BEEN APPROVED, SEND IT TO THE FINANCE DEPT. WITH AN EMPLOYEE EXPENSE REPORT.
CITY MANAGER/HR HR City Manager Signatures	DATE 5/30/12	

BUDGET TRANSFER REQUEST FORM

This form can be found on the Finance page of the City's intranet or as an Excel file on the network at S:\FINANCE\Forms\Budget Transfer Request.

GUIDELINES:

1. Use this form for budget transfers between accounts.
2. This form is not used for transfers from contingency accounts or transfers between funds. These transfers require preparation of an agenda report for Council approval.
3. Adequate justification must be documented on the request form.

PREPARATION PROCEDURE:

1. Enter the **AMOUNT** (minimum of \$100 and rounded to nearest \$5.00) of the budget transfer.
 2. Check to determine that there is sufficient money in the account from which the transfer will be coming. If so, enter the account number in the **FROM** column.
 3. Enter the account number that the transfer will be going to in the **TO** column.
 4. **PURPOSE:** Enter the justification for the budget transfer (e.g., additional money needed for part-time wages for administrative assistant due to increase in building permits issued this year, the workload has significantly increased; therefore additional hours worked by the administrative assistant are needed to keep up with the increased workload).
 5. **DEPARTMENT HEAD ACTION:** The budget transfer request form should be approved and initialed by the department head.
 6. The completed form should be submitted to the Finance Department for approval or disapproval. Once the Finance Department has approved the transfer, a copy will be sent back to the department originating the transfer if requested.
 7. The budget transfer requested will be made after the Finance Department has approved the transfer.
-

BUDGET TRANSFER REQUEST *

Amount \$500 (round off to nearest \$5.00) Budget Year 2002

From: 101 - 201 - 000 - 4480 To: 101 - 201 - 000 - 4110
 Fund Prog. Activ. Object Fund Prog. Activ. Object

PURPOSE:

To finance office supply costs for order to be placed on 12-10

DEPARTMENT HEAD ACTION:

Approval Disapproval Date 12/6 Initials DF

FINANCE DIRECTOR ACTION:

Approval Disapproval Date Initials

A BUDGET TRANSFER WILL BE MADE UPON APPROVAL BY THE FINANCE DIRECTOR.

* This form should not be used for budget transfer requests which require City Council approval and which are the following:

- a. Transfers from contingency accounts
- b. Transfers between funds

TO	<input type="checkbox"/> City Manager
	<input type="checkbox"/> Asst. City Manager
	<input type="checkbox"/> Human Resource Director
	<input type="checkbox"/> City Clerk
	<input type="checkbox"/> Police Chief
	<input type="checkbox"/> Fire Chief
	<input type="checkbox"/> Pub. Works Director
	<input type="checkbox"/> Comm. Dev. Director
	<input type="checkbox"/> Parks & Rec. Director
	<input type="checkbox"/> Other <input type="text"/>
FROM	Director of Finance
DATE	<input type="text"/>

Budget Adjustment #

GUIDELINES ON ACCOUNT CODING

To ensure proper recording of transactions, it is important that the various purchasing forms be coded correctly. The account number sequence (budget code) is as follows:

<u>FUND</u>	-	<u>DEPARTMENT/PROGRAM</u>	-	<u>ACTIVITY</u>	-	<u>OBJECT</u>
XXX		XXX		XXX		XXXX

The Fund number is three digits. The most commonly used Fund numbers are:

- 101 - General Fund
- 206 - Recreation Programs Fund
- 601 - Sanitary Sewer Fund
- 602 - Community Center Operations Fund
- 604 - Environmental Utility Fund
- 702 - Fleet Management Fund
- 703 - Information Technology Fund

The Department/Program number is three digits and follows the fund number. Each dept/program has a three digit code number assigned.

The Activity number is three digits and follows the Dept/Program number. Activity numbers are used for recreation programs and various parks. An activity code will not be used in all cases. If this is the case then "000" should be written or leave this section of the account coding box blank. Purchases coded to the following funds require an activity code:

- 206 – Recreation Programs Fund
- 403 – Park Development Fund
- 602 – Community Center Operations Fund

The object code is a four digit number which follows the activity number. The object code indicates the nature of the expenditure. To determine the appropriate object code, first determine if you are purchasing supplies, services or capital outlay. Then find the appropriate object code within that category:

<u>CATEGORY</u>	<u>OBJECT CODE NUMBERS</u>
Supplies	4110 thru 4290
Services	4310 thru 4590 and 4810 thru 4990
Capital Outlay	4600 thru 4730
Capital Projects	4751 thru 4762

Equipment that costs less than \$2,000 should be coded to Account 4160 – Equipment Supplies. Equipment that costs between \$2,000 and \$4,999 should be coded to Account 4165 – Small Equipment.

Capital outlay purchases are for items costing \$5,000 or more individually that have a life expectancy of at least two years. Items costing \$2,000 or more which are an addition or modification of a capital outlay item must also be coded to a capital outlay account. It should be noted that delivery charges are included as a cost of the item purchased when determining if the

purchase is capital outlay. For example, if an item costs \$4,990 and there is a \$15 delivery charge, it would be considered capital outlay because the total cost is more than \$5,000.

Trade-in allowances should be coded to Account 3804 – Sale of Property.

For repair services with separate charges for parts and labor, code the entire transaction to an object code for services.

EXCEPTIONS:

- Transactions to repair or replace items covered by another party's insurance should be coded to account 101-1192.
 - Regarding payments on contracts that have a retainage, the gross amount earned should be coded to an expenditure account. The retainage should be coded to account 2063 as a credit (put amount in brackets). The difference is the check amount.
 - Capital outlay accounts 4600-4730 are not used in fund 601-607 and 702-703. Instead, account 1520 is used for building improvements, account 1540 is used for equipment purchases, and account 1560 is used for vehicle purchases.
-

EXPENDITURE OBJECT CODES

PERSONAL SERVICES

Expenditures for salaries, wages, and related employee benefits for persons employed by the City of Maplewood.

ACCOUNT NUMBER	ACCOUNT TITLE	DESCRIPTION
4010	Wages – Full-time Employees	Payments for employees who work a minimum of 40 hours per week all year.
4011	Overtime Pay	Payments for overtime hours worked.
4020	Wages – Part-time Employees	Payments for employees who either work less than 40 and more than 14 hours per week, or who do not work the entire year but work more than 67 days.
4025	Wages – Temporary Employees	Payments for part-time employees who do not work more than 14 hours per week, or for full-time employees who do not work more than 67 days in a year.
4041	PERA Contributions	City's portion of PERA contribution. This account is used only in the Payroll Benefits Fund.
4042	FICA Contributions	City's portion of FICA contribution. This account is used only in the Payroll Benefits Fund.
4043	Deferred Compensation	City's portion of deferred compensation payment. This account is used only in the Payroll Benefits Fund.
4051	Health-Life-Dental Insurance	City's portion of health, life, and dental insurance premiums paid on behalf of the employee. This account is used only in the Payroll Benefits Fund.
4052	Long-Term Disability Insurance	City's long-term disability insurance premiums. This account is used only in the Payroll Benefits Fund.
4053	Unemployment Compensation	City's unemployment compensation payments. This account is used only in the Payroll Benefits Fund.
4054	Workers Compensation Insurance	City's workers compensation insurance premiums. This account is used only in the Payroll Benefits Fund.
4060	Firefighters Pension Benefits	Pension payments to the Fire Relief Association.

COMMODITIES

Expenditures for articles and supplies consumed or materially altered when used.

ACCOUNT NUMBER	ACCOUNT TITLE	DESCRIPTION
4110	Office Supplies	Items classified as supplies used in the office such as paper, envelopes, forms, pens, pencils, etc.
4120	Program Supplies	Items classified as supplies used for recreational programs and employee awards/incentives. Also includes monthly payment to police canine handlers.
4130	Janitorial Supplies	Items classified as supplies used for janitorial purposes such as cleaners, mops, brooms, paint supplies, etc.
4140	Vehicle Supplies	Items classified as vehicle supplies used to repair the vehicles by City employees or City mechanics. Examples include tires, batteries, bulbs, fluids, belts, and fuses.
4150	Range Supplies	Items classified as supplies used at the shooting range, such as ammunition and targets.
4160	Equipment Supplies	Items classified as supplies used with equipment such as film, batteries, and replacement parts for equipment that do not have to be replaced by a professional. Includes software under \$5,000, 35MM slides, keys/locks, toner/ drums/cartridges, and small equipment under \$2,000.
4165	Small Equipment	Items that will have a useful life of at least two years that cost at least \$2,000 but less and \$5,000.
4170	Books	One-time purchase of books and other literature. (Does not include subscriptions for periodicals.)
4180	Maintenance Materials	Materials used for maintenance of streets, utility systems, and parks such as black dirt, sod, grass seed, plants, wood lath, concrete mix, and tack oil.
4190	Chemicals	Chemicals including fluid additives and cleaners not considered janitorial supplies.
4210	Fuel and Oil	Fuel and oil for vehicles and equipment.
4220	Signs and Signals	Exterior signs and supplies to make exterior signs.
4230	Small Tools	Tools under the \$5,000 limit for capital outlay.
4240	Uniforms and Clothing	Purchases of uniforms or clothing including alterations required for an employee's job.
4250	Heating Oil	Heating oil costs.

ACCOUNT NUMBER	ACCOUNT TITLE	DESCRIPTION
4280	Merchandise for Resale – Snack Bar	Commodities purchased for resale.
4281	Merchandise for Resale – Pro Shop	Commodities purchased for resale.
4290	Miscellaneous Commodities	Any commodity not properly classified as any of the types of commodities listed above.

OTHER SERVICES

Expenditures for services other than personal services.

ACCOUNT NUMBER	ACCOUNT TITLE	DESCRIPTION
4310	Telephone	Telephone maintenance, installation, long distance charges, trunk line costs, pager costs, and cellular phones.
4320	Utilities	Expenditures for electricity, natural gas, and water utility.
4330	Postage	Costs of sending material through postal service. Includes fees for bulk rate number and post office boxes. (Courier services should be coded to account 4480.)
4360	Publishing	Costs of advertising and producing publications. Also includes publication of notices.
4370	Insurance	Costs of liability and property insurance.
4380	Subscriptions and Membership	Subscriptions to periodical publications; membership fees for professional organizations.
4390	Travel and Training	Staff training costs including registration fees for seminars, conferences, and courses. Also includes the costs of accommodations, meals, parking, and transportation, but excluding mileage reimbursement. For in-house training, includes materials and services.
4391	Education Reimbursements	Reimbursement for tuition and books for satisfactory completion of post-secondary classes.
4400	Vehicle Allowance	Reimbursements for use of employee's personal vehicle.
4410	Repair and Maintenance–Building	Services purchased for the repair and/or regular maintenance of buildings and grounds.

ACCOUNT NUMBER	ACCOUNT TITLE	DESCRIPTION
4420	Repair and Maintenance–Vehicle	Services purchased for the repair and maintenance of vehicles.
4430	Repair and Maintenance–Equipment	Services and maintenance contracts purchased for the repair and/or regular maintenance of software and equipment (including equipment attached to buildings).
4440	Repair and Maintenance–Radio	Services purchased for the installation, repair, and/or regular maintenance of radios.
4470	Repair and Maintenance–Utility	Services purchased for the repair and/or regular maintenance of water and/or sewer systems.
4475	Fees for Dispatching	Fees for dispatching services provided by Ramsey County.
4480	Fee for Service	Fees for services provided, other than consulting services. Includes notary fees, temporary help hired through an outside agency, film developing, courier services, and property taxes.
4481	Fees – Bond Issuance Costs	Fees for bond issuance costs.
4485	Fees for Utility Billing	Fees charged by other cities for billing sewer and recycling charges.
4490	Fees–Consulting	Fees for services provided by a consultant.
4499	Extraordinary Item	An infrequent and unusual expense for the Community Center that exceeds \$50,000.
4510	Sewage Treatment	Costs of sewage treatment. This account is used only in the sewer fund.
4520	Outside Rental–Equipment	Cost of renting equipment and miscellaneous items other than from the Fleet Management Fund.
4530	Property Rental	Cost of room, building, and land rental (includes donations for room rental.)
4540	Internal Rental–Equipment	Cost of renting equipment from the Fleet Management Fund.
4550	Duplicating Costs	Copy machine rental charges only.
4560	Contour Maps	Cost for purchase of topographic maps.
4580	Internal I.T. Charges	Cost for use of information technology equipment and software owned by the City.
4590	Miscellaneous Contractual Services	Other expenditures for services not properly classified as any of those listed above.

CAPITAL OUTLAY

Expenditures that result in the acquisition of or addition to fixed assets.
 Acquisition cost must be at least \$5,000 excluding the cost of maintenance contracts.
 The item purchased must have an estimated useful life of at least two years.

ACCOUNT NUMBER	ACCOUNT TITLE	DESCRIPTION
4610	Vehicles	Purchase of vehicles, including applicable taxes and registrations.
4630	Equipment–Office	Purchase of office equipment and computer software, including delivery and installation.
4640	Equipment–Other	Purchase of equipment, including delivery and installation.
4660	Construction–Building	Construction of new buildings; not repair and maintenance of building improvements.
4690	Construction–Other	Construction of new structures other than buildings or utility mains.
4710	Land Purchase	Purchase of land.
4720	Land Improvement	Improvements of land owned by the City (tennis courts, etc.).
4730	Building Improvement	Construction which materially improves the building or extends its useful life. Also includes phone lines, data processing cables, and permanent attachments to buildings.

CAPITAL PROJECTS

ACCOUNT NUMBER	ACCOUNT TITLE	DESCRIPTION
4751	Awarded Construction Contracts	Payments on construction contracts awarded by Council.
4752	Outside Engineering Fees	Charges to projects for engineering services not provided by the City's engineering staff. Also includes fees for architects, soil boring, and survey work.
4759	Other Construction Costs	Charges properly classified as any other construction-related cost.
4761	Legal and Fiscal	Charges for legal fees, legal notices, and County data processing services for PIP and developer funds.
4762	Land Easements	Cost of easements necessary for construction.

MISCELLANEOUS

ACCOUNT NUMBER	ACCOUNT TITLE	DESCRIPTION
4810	Principal Payments	Payments to decrease indebtedness on bonds, lease-purchase contracts, and contracts for deed.
4820	Interest Payments	Payments for interest on bonds, lease-purchase contracts, and contracts for deed.
4840	Paying Agent Fees	Payments made to financial institutions for services rendered in paying interest and redeeming debt at maturity. This account is used only in Debt Service Funds.
4850	Discounts on Bond Proceeds	Discounts on par value of bonds sold.
4930	Investment Management Fees	Monthly charge for investment management.
4940	Cash Over/Short	Used to record difference between cash due and cash collected. During the year both cash overages and shortages are coded to this account. At year end if the net total is a debit, this account is reported as an expenditure. If the net total is a credit, the amount is recorded to revenue account #3940–Cash Over.
4950	Administration Charges – General Fund	Charges to the Sewer and Public Improvement Project Funds for costs associated with accounting and financial management.
4960	Engineering Charges – General Fund	Charges to PIP and Developer Project Funds for engineering services provided by the City's engineering staff.
4970	Judgments and Losses	Expenditures in settlement of claims against the City for injury to persons or damage to property. Does not include the cost of land acquired by condemnation proceedings or the settlement of damage claims resulting from construction projects of the City.
4975	Small Liability Claims	Payments of \$750 or less for injury to persons or damage to property as authorized by the City Council on 4-28-97. Also includes sewer backup damages.

PROCEDURE TO CHECK BUDGET

Double-click on the icon labeled **Eden**.

Your *User Name* and *GoldStandard* should be listed. Do not enter a Password, just click **OK**.

Double-click on **General Ledger**.

Double-click on **GL Accounts**.

To start you search click on the  (you could also go to the top and click on **Record – Find (QBE)** or hit **Ctrl+Q**).

Enter the **Fiscal Year** you want to look at if different than the default year.

Use the tab key or mouse to move to the **Account #** box.

Enter the **Account Type and Number** you want to look at. You can use the drop down box to select the **Account Type**:

- B** = Balance sheet account
- E** = Expenditure account
- R** = Revenue account

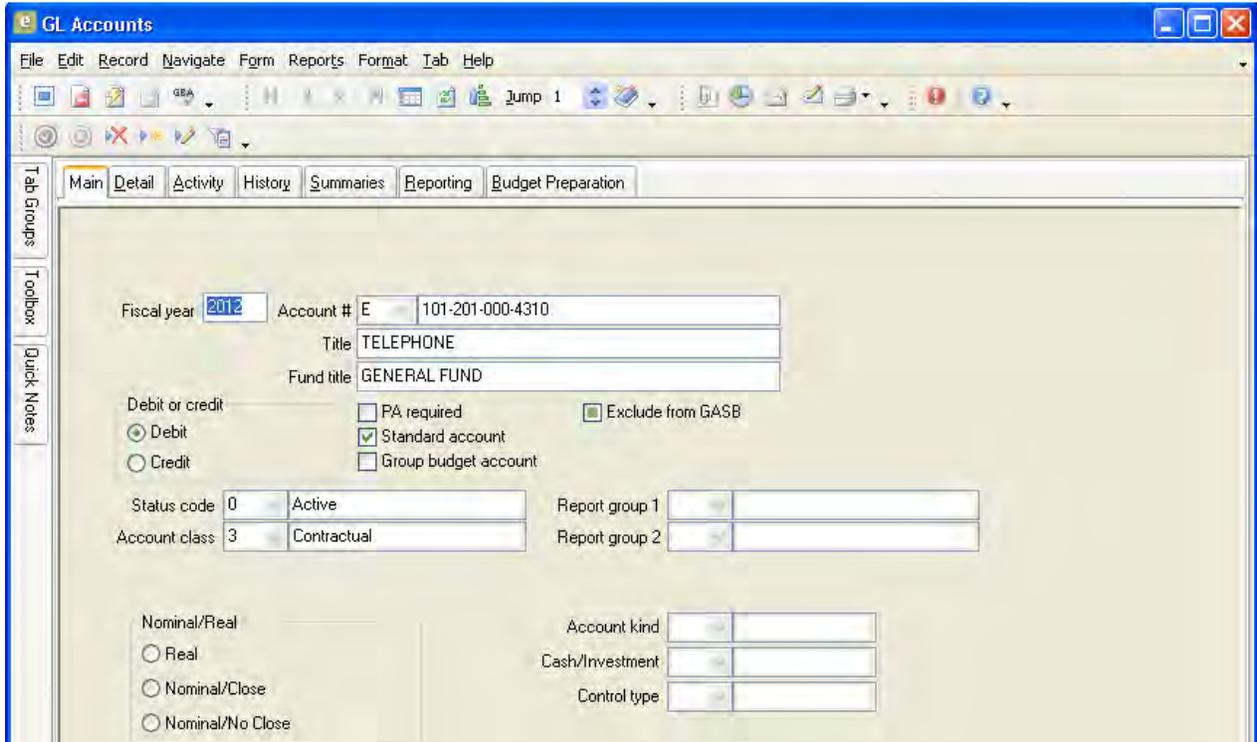
Then tab over to enter the **Account Number** in the following format **fff-ppp-aaa-oooo**

There are wildcards you can use to help in your search or to search for multiple accounts.

- | | | |
|---|---------------------------|---|
| * | Multi-character wildcard | Matches any number of characters. <i>Example:</i> 101-201-000-* matches all object accounts for department 201 in the general fund. |
| ? | Single-character wildcard | Matches any single character. <i>Example:</i> 101-201-000-40?? matches all personnel accounts for department 201 in the general fund. |
| : | Range | Selects all accounts within the range. <i>Example:</i> 101-201-000-4100:101-201-000-4299 selects all commodity accounts for department 201 in the general fund. |
| | Or | Selects accounts specified. <i>Example:</i> 101-201-000-4390 101-201-000-4480 selects those two accounts only. |

Once you have your **Fiscal Year** and **Account Type and Number** selected click the  (you could also go to the top and click **QBE (Execute Search)** or hit **Ctrl+Enter**).

You will now see the following screen on your monitor with the first account listed in the range you selected.

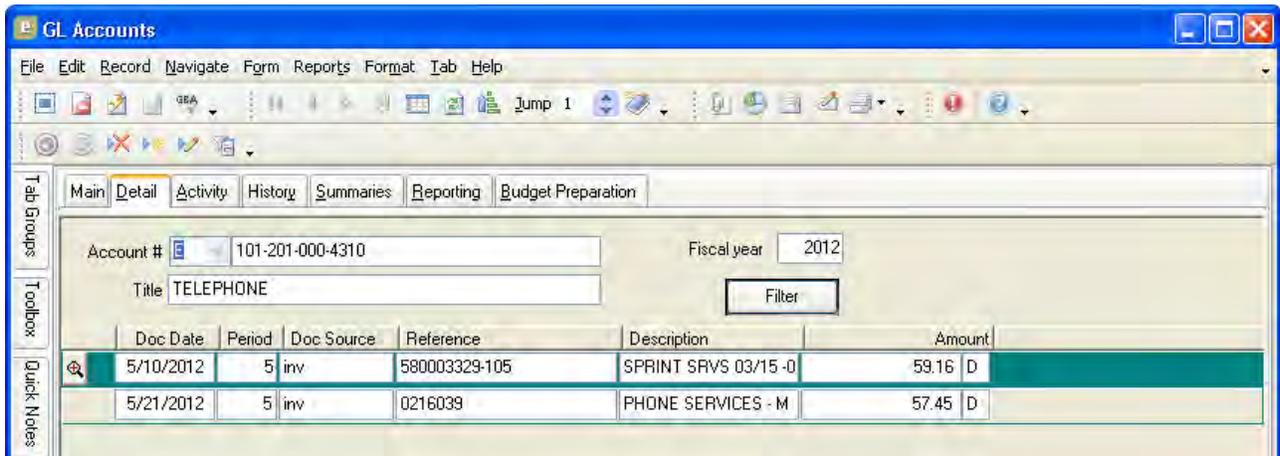


The following six tabs are listed across the top of the table:

Main Detail Activity History Summaries Budget Preparation

You will most often use the **Activity** and **Detail** tabs.

When you click on the **Detail** tab here you will see something similar to the following:



The detail for the month we are currently in will be shown on your screen. To switch to another month or the entire year, click the **Filter** button.

For entire year simply hit .

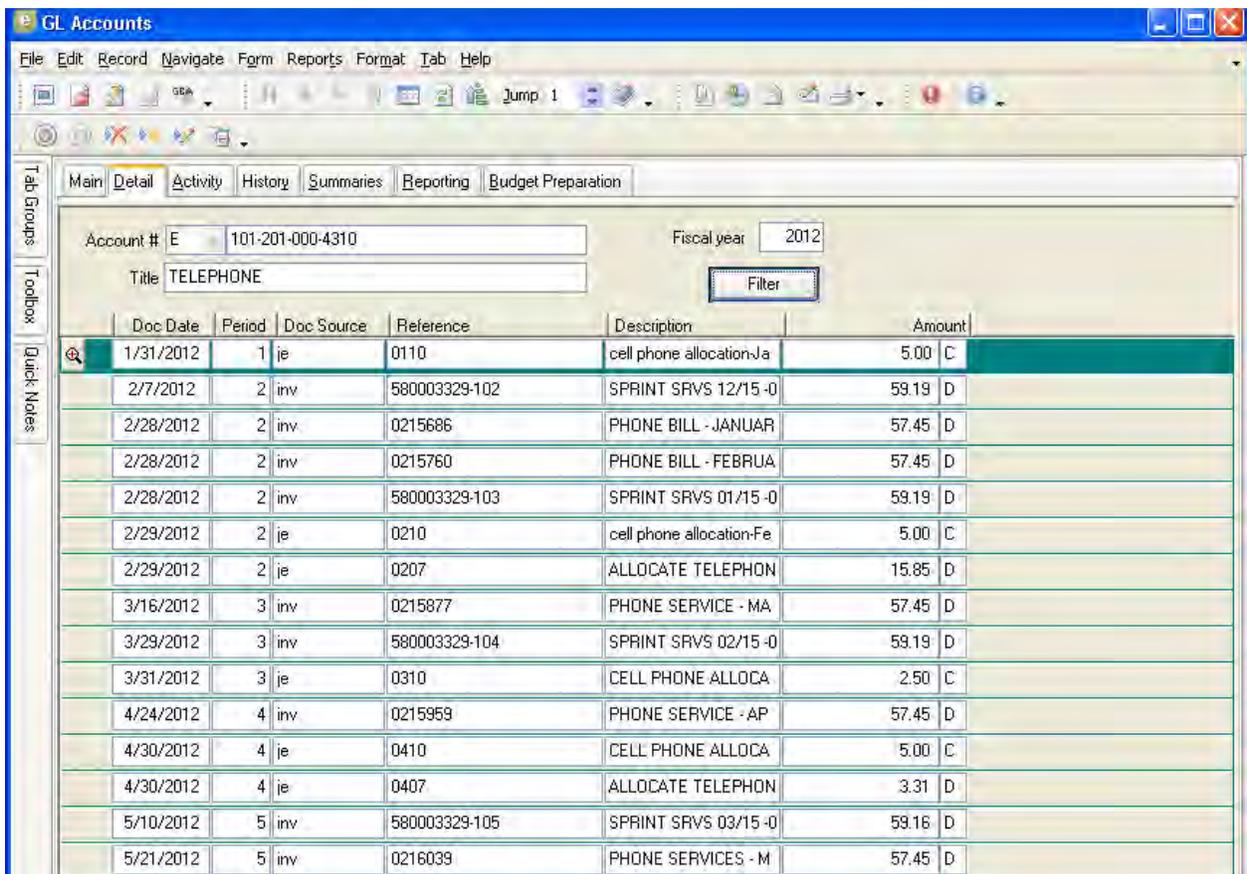
For a specific month, type the number of the period you want in the **Period** field and hit .

You can use any of the fields on the **Filter** screen to change your search. Other wildcards that might be useful are:

- > Greater than Example: >08/31/00 selects all documents dated after 8/31/00.
- >= Greater than or equal to Example: >=07/31/00 selects all documents dated 8/31/00 or later.
- < Less than Example: <06/01/00 selects all documents dated before 6/1/00.
- <= Less than or equal to Example: <=5/31/00 selects all documents dated on or before 5/31/00.
- <> Not equal to Selects all documents not equal to the criteria entered.
- = Equal to Selects only documents which equal the criteria entered.

Once you are finished entering your search criteria, hit .

For this example we obtained detail for the entire year by leaving the **Filter** screen empty and hitting the .



Doc Date	Period	Doc Source	Reference	Description	Amount	
1/31/2012	1	je	0110	cell phone allocation-Ja	5.00	C
2/7/2012	2	inv	580003329-102	SPRINT SRVS 12/15-0	59.19	D
2/28/2012	2	inv	0215686	PHONE BILL - JANUAR	57.45	D
2/28/2012	2	inv	0215760	PHONE BILL - FEBRUA	57.45	D
2/28/2012	2	inv	580003329-103	SPRINT SRVS 01/15-0	59.19	D
2/29/2012	2	je	0210	cell phone allocation-Fe	5.00	C
2/29/2012	2	je	0207	ALLOCATE TELEPHON	15.85	D
3/16/2012	3	inv	0215877	PHONE SERVICE - MA	57.45	D
3/29/2012	3	inv	580003329-104	SPRINT SRVS 02/15-0	59.19	D
3/31/2012	3	je	0310	CELL PHONE ALLOCA	2.50	C
4/24/2012	4	inv	0215959	PHONE SERVICE - AP	57.45	D
4/30/2012	4	je	0410	CELL PHONE ALLOCA	5.00	C
4/30/2012	4	je	0407	ALLOCATE TELEPHON	3.31	D
5/10/2012	5	inv	580003329-105	SPRINT SRVS 03/15-0	59.16	D
5/21/2012	5	inv	0216039	PHONE SERVICES - M	57.45	D

To see more detail behind each transaction simply click anywhere on the line you want to inquire about and hit the **Magnifying Glass** to the left of the *Doc Date* column.

Select **Transaction Information** to see detail about Vendor, Check, etc.

Whenever you are on a screen where any of the four *arrow* icons at the top are darkened, you can move from one record to the next using these. Once an arrow is grayed out that means there are no more records to be found in that direction.

Anytime you are done with a screen, click the **X** in the upper right hand corner to close that screen down.

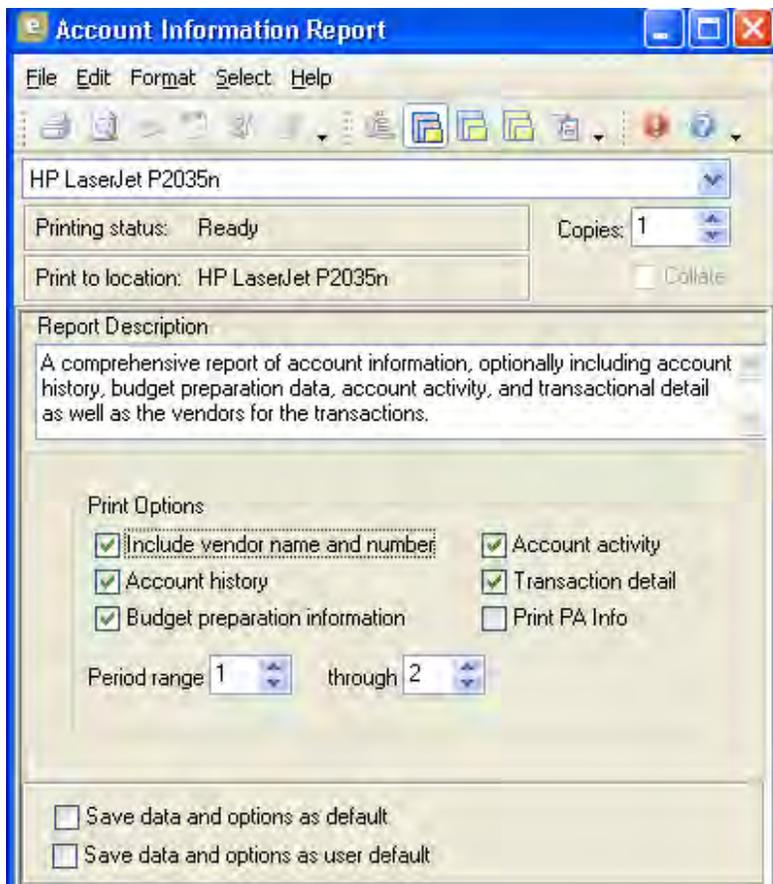
You can start a new search at any time by clicking the  and starting over.

Help is available on line by clicking on **Help – Form Help**.

PRINTING

You can print the account information at anytime by clicking on the **Printer** button (you could also go to the top and click on **Reports**).

You will get the following screen. It is very important to make sure you have the correct items marked before proceeding to print or you may waste a lot of paper.



The  icon means you will print only the selected record on your GL Accounts screen. This is the default.

The two yellow sheets of paper icon means you will print all the records you selected in your search criteria.

The three yellow sheets of paper icon means you will print all the records. **DO NOT** select this option. You will print information on every account in our system.

In the Print Options screen you can uncheck some of the options if they are not necessary. Make sure you select the period range you want to print for. *Example:* If you only want September put in 9 through 9.

To make sure you will get the information you need, we strongly recommend doing a **Print Preview** to your screen (the white sheet of paper with a magnifying glass). If the preview looks okay, hit the **Printer** button to send to your printer.

Anytime you are done with a screen, click the **X** in the upper right hand corner to close that screen down.

Help is available on line by clicking on **Help – Form Help**.

PURCHASING CARDS

The Purchasing Card concept delegates the authority to purchase low dollar items directly to designated cardholders, allowing them to purchase merchandise faster and easier than before. The program is to be used to purchase low dollar value items with the total amount of any purchase not to exceed the individual limit established for each employee.

The program is designed to reduce the paperwork of procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. The resulting time savings will enable personnel to perform more effectively and focus on the value-added aspects of their jobs.

The goals of the program include:

- ◆ Reducing paperwork
- ◆ Eliminating purchasing delays
- ◆ Reducing the cost of processing small dollar purchases
- ◆ Reducing invoicing problems
- ◆ Reducing the number of accounts payable checks

This manual will provide you with the particulars of the program, including general guidelines, reconciliation and record keeping procedures, and customer service information. It is important to read the following information carefully as you will be responsible for adhering to the city-established policies and procedures.

KEY CONTACTS

The following resources are available to provide assistance with answering questions or help solving any problems that arise.

Reason:	Call:
To apply for a Purchasing Card For questions about policies and procedures To replace damaged cards For assistance with merchants	Joe Rueb, Program Administrator x42903
To report a lost card Emergency situations Account inquiries Billing information If you don't receive your bi-weekly statement	US Bank Customer Service 1.800.344.5696 Joe Rueb, Program Administrator x42903
To report a stolen card	US Bank Customer Service 1.800.344.5696 Joe Rueb, Program Administrator x42903

GENERAL GUIDELINES

CARD ISSUANCE

Participation in the Purchasing Card program must be approved by your supervisor and the Finance Department. Potential new cardholders are required to complete a Cardholder User Agreement (Exhibit A), which will be placed in your personnel file. The Program Administrator will then complete a Cardholder Account Setup Form and the card will be mailed to you within a few weeks.

You are the only person entitled to use the card and the card **is not to be used for personal use**. As each Purchasing Card is linked to a specific account code and individual employee, the card cannot be transferred from one employee to another.

The use of the Purchasing Card is a liability to the City of Maplewood; **NOT** a personal liability for you. Although the card will be issued in your name, your personal credit history will not affect your ability to obtain a card. The city is responsible for payment of all purchases.

CARD USAGE

The VISA Purchasing Card can be used at any merchant that accepts VISA, except as the city otherwise directs. It may be used for in-store purchases as well as phone, fax, mail orders or internet purchases.

When using the VISA Purchasing Card at stores, please obtain a receipt and emphasize that an invoice must not be sent as this may result in a duplicate payment. For phone, fax and mail orders, please instruct the merchant to send you a receipt only. This receipt must be retained for your records and must show items purchased, price, sales tax and freight amount.

Ask the merchant to place a "V" (to indicate it's a VISA purchase) followed by your telephone extension in the purchase order number field of their invoice/packing slip (e.g., V2903). This will make items easier to identify.

MERCHANT DOES NOT ACCEPT CREDIT CARDS

Not all of your merchants will accept VISA. If this happens choose an option below:

- ◆ Make sure the merchant understands that the Purchasing Card is treated (processed) the same as any other charge card.
- ◆ Choose another merchant.
- ◆ Complete the transaction using alternative purchasing procedures and submit the appropriate paperwork to the Finance Department.
- ◆ Ask the merchant if they are interested in accepting VISA. If yes, refer them to the Program Administrator.

When responding to merchant inquiries, explain how our Purchasing Card works and the benefits they will realize from accepting the card. Since they are paid in 2-3 days,

less a small transaction fee, merchants will never need to follow-up on Purchasing Card payments. In addition, since invoices no longer need to be prepared and mailed, merchants will also save time and money.

UPCHARGING

You may run into a merchant who states they will accept your card but will need to charge you an additional 3% over the regular cost of the item. This practice called upcharging is against VISA and MasterCard regulations. In other words, what the merchant is trying to do here is illegal. You should politely inform the merchant that this practice is against credit card regulations (they signed a contract with the card company stating they would not do this) and if they still will not sell you the item at regular cost we have a few options:

- ◆ Discontinue using the merchant
- ◆ Inform VISA and/or MasterCard
- ◆ Continue using the merchant without using your card (need to complete applicable purchasing forms)

Please inform the Program Administrator when you run across a merchant who upcharges.

Some organizations, such as the State of Minnesota, add a convenience fee to credit card transactions. This is not considered upcharging and is not illegal. Each purchaser will need to make the determination if there is added benefit to the City for the additional cost. Normally, you should not use your card if the resulting cost of an item is greater than it would have been if you had used a purchase order form.

LIMITATIONS AND RESTRICTIONS

There is a single transaction limit placed on your card, which means your card will be declined if you attempt to purchase more than this set amount at one time. Do not split a purchase to avoid the single transaction limit. If you believe the single transaction limit will inhibit optimum usage of the Program, please discuss this with your supervisor.

In addition to the single transaction limit, every cardholder has a total monthly dollar limit assigned to his/her account. If you believe your monthly limit to be insufficient for your requirements, and your supervisor agrees, your supervisor must contact the Program Administrator to discuss the possibility of having your limit increased. The limits set on your card will be noted on your copy of the Cardholder User Agreement and can also be found on your bi-weekly activity statements once you start receiving them.

The VISA Purchasing Card Program also allows for Merchant Category blocking. If a particular Merchant Category is blocked (e.g., liquor stores), and you attempt to use your card at such a merchant, your purchase will be declined. Management has made an effort to ensure that the merchants/suppliers used during the normal course of business are not restricted. If your card is refused at a merchant where you believe it should have been accepted, you should let the Program Administrator know.

CREDIT CARD SECURITY

The Purchasing Card should be treated with the same level of care used with personal credit cards.

- ◆ The card must not be loaned to another person. The only person to use the Purchasing Card is the person whose name appears on the front of the card.
- ◆ The Purchasing Card account number should be guarded carefully. Do not post it or write it in any location that is accessible to others.

LOST OR STOLEN CARDS

You are responsible for the security of your card and any purchases made on your account. If you believe you have lost your card or that it has been stolen, immediately report this information to US Bank Customer Service at (800) 344-5696 and your Program Administrator at x42903. It is extremely important to act promptly in the event of a lost or stolen card to avoid city liability for fraudulent transactions.

As with a personal charge card, you will no longer be able to use the account number after notifying US Bank. A new card will be issued.

UNAUTHORIZED PURCHASES

As with any city purchase, the card is not to be used for any product, service or with any merchant considered to be inappropriate for city funds.

Unauthorized purchases include but are not limited to:

- ◆ Items for personal use
- ◆ Any single transaction exceeding your single transaction limit
- ◆ Alcoholic beverages
- ◆ Cash advances

RECONCILEMENT AND PAYMENT

Bi-weekly you will receive an activity statement. It is your responsibility to verify the correctness of the billing. You must:

- ◆ Retain all receipts for items purchased under the Program and attach them to the bi-weekly activity statement.
- ◆ Ensure all transactions posted are legitimate purchases you made on behalf of the city.
- ◆ Correct/add the account coding as needed.
- ◆ Sign off on your bi-weekly statement and obtain a second signature from your supervisor. All VISA cardholders must attach a travel and training application if they have any travel related expenses charged to their card (i.e., plane, hotel, meals, car rental).

It is a requirement of the program that you keep all receipts for goods and services purchased. For orders placed via phone, fax or mail, you must request a receipt, detailing items purchased, merchandise price, sales/use tax, freight, etc., be included with the goods mailed/shipped. (*Note:* a merchant should not reject this request as it is a VISA policy). It is extremely important to request and retain purchase receipts as this is the only documentation that shows whether sales tax has been paid and that the transaction had been coded properly.

As Purchasing Card records will be audited from time to time, it is essential to adhere to the above record keeping guidelines.

BI-WEEKLY ACTIVITY STATEMENTS

- ◆ Each cardholder receives a bi-weekly account statement for information and reconciliation purposes only.
- ◆ A summary of all charges with supporting detail is provided to the Program Administrator.
- ◆ The Finance Department will make bi-weekly payments to VISA on behalf of all cardholders.
- ◆ It is the responsibility of each cardholder to verify the correctness of the billing and correct/add the account coding.
- ◆ Forward the bi-weekly activity statement with the coded receipts/invoices to the Finance Department after you have obtained all required signatures.

DISPUTED OR FRAUDULENT CHARGES

If there is a discrepancy between your receipts and your statement, it is imperative that the issue be addressed immediately! You should first try to reach a resolution with the merchant that provided the item. In most cases, disputes can be resolved directly between the cardholder and the merchant.

Returns. Returns are handled just like any credit card purchase. Bring or ship the item back to the merchant, along with the purchase receipt and request that a credit be placed on your card account. If the item is shipped, keep a copy of the receipt and shipping form in case further follow-up is required.

Credits. The merchant should issue credit for any item that has been discussed and agreed to for return. The credit will appear on a subsequent statement. Any item purchased with the VISA Purchasing Card that is returned MUST be returned for credit. Do not accept a refund in cash or any other manner.

Disputed Items. Contact the Program Administrator.

AUDITS

The primary purpose of the audit is to ensure that the Purchasing Card Program procedures are being followed and that:

- ◆ Purchase volume appears reasonable.
- ◆ The card is being used for appropriate transactions.
- ◆ There is a purchase receipt attached to bi-weekly activity statement for each transaction listed on the statement.
- ◆ All transactions are coded properly.

The Finance Department will perform audits as needed.

TERMINATION OR TRANSFER OF CARDHOLDER

If you should terminate employment with the City of Maplewood or transfer between departments, you must return your card to the Program Administrator prior to your termination/transfer date. The card will be canceled and, if needed, a new one will be issued.

FAILURE TO COMPLY WITH PROGRAM GUIDELINES

Cardholder consequences:

- ◆ Revocation of card.
 - ◆ Other disciplinary action, up to and including termination of employment.
-

Single Transaction Limit \$ _____
Monthly Transaction Limit \$ _____

Exhibit A

**CITY OF MAPLEWOOD
Cardholder User Agreement**

Name of Purchasing Card Holder:	Purchasing Card Account Number:
Department Name:	Accounting Code:

You are being entrusted with a City of Maplewood Purchasing Card. The card is provided to you based on your need to purchase materials for the City. It is not an entitlement nor reflective of title or position. The card may be revoked at any time without your permission. Your signature below indicates that you have read and will comply with the terms of this agreement.

I understand that I will be making financial commitments on behalf of the City of Maplewood and will strive to obtain the best value for the City of Maplewood. I agree, upon receipt of merchandise from a merchant, to verify the accuracy of the billings and to retain supporting receipts (the receipts are to be descriptive documentation from the merchant including items purchased, quantity and price) for bi-weekly statement reconciliation.

I will receive a bi-weekly statement, which will report all purchasing activity during the statement period. Since I am responsible for all charges (but not for payment) on the card, I will reconcile the statement and resolve any discrepancies by either contacting the supplier or US Bank Customer Service. The reconciled statement and supporting receipts must be received in the Finance Department within 15 days of the statement date. Cards may be revoked due to continued tardiness.

If the card is lost, I will immediately notify US Bank Customer Service at (800) 344-5696 and the Program Administrator in the Finance Department. If the card is stolen, I will immediately notify US Bank and the Program Administrator.

Should I terminate employment with the City of Maplewood or transfer between departments, I will return the card to the Program Administrator prior to my termination/transfer date. I agree to surrender the Purchasing Card immediately upon termination of employment whether for retirement, voluntary, or involuntary reasons.

The Purchasing Card is property of the City of Maplewood. As such, I understand that I may be periodically required to comply with internal control procedures designed to protect city assets. This may include being asked to produce the card to validate its existence and account number.

As holder of the Purchasing Card, I agree to accept the responsibility for the protection and proper use of the card, as stated above. I understand that under no circumstances will I use the Purchasing Card to purchase City of Maplewood restricted items or make personal purchases, either for myself or for others. Using the card for personal charges could be considered misappropriation of the City of Maplewood funds and could result in disciplinary action, up to and including termination of employment.

The Purchasing Card is issued in my name. I will not allow any other person to use the card. I agree that should I violate the terms of this Agreement and use the Purchasing Card for personal use or gain that I will reimburse the City of Maplewood for all incurred charges and any fees related to the collection of those charges.

I have read and will follow the Purchasing Card Policies and Procedures Manual. Failure to do so could be considered as misappropriation of the City of Maplewood funds. Failure to comply with any of the above procedures may result in either revocation of my use privileges or other disciplinary action, up to and including termination.

Cardholder

Date

Department Head

Date

Program Administrator

Date

MEMORANDUM

TO: Jim Antonen, City Manager
Chuck Ahl, Assistant City Manager
FROM: Larry Farr, Chief Building Engineer
SUBJECT: **Purchase for waterproofing, exterior caulking, and crack repair at Public Works/City Hall**
DATE: June 11, 2012 City Council Meeting

INTRODUCTION

City facilities have structural wall areas of poured cement or cement block that are underground or earth is up against the walls that water has seeped through over the years. This seeping or leaks requires staff to monitor various areas and repair them as they occur to prevent damage to our facilities or content in them.

BACKGROUND

When building or facilities are in the design phase and the determination is made to use either poured or cement block wall for structural strength or below grade conditions special consideration is taken for waterproofing the walls. The areas that are below grade or have earth or other material up against them have a waterproofing material or mastic applied to prevent water penetration. In this process or from years of exposure to the earth of fill material the waterproofing can fail. The misapplication or incorrect waterproofing technique along with structure movement or settling can cause cracks for leakage also. When these conditions allows water to penetrate the block or poured walls a contractor specializing in waterproofing is contacted to correct the cause of leakage. This is done by either drilling from the inside and injecting with a waterproofing product or physically digging on the outside and reapplying a waterproofing product or protective material. We have had to do these types of repairs to our campus facilities many times over the years with good results.

DISCUSSION

Due to the extremely wet spring we have incurred an unusual amount of leakage in all of the campus buildings. Staff is bringing this to the council's attention because the accumulative total will be going over \$10,000 which requires council's approval to proceed with more leak repairs that need to be done. We have spent \$5,575 to date and need to spend an additional \$2,235 at City Hall and \$7,560 at Public Works. This will bring the total to \$15,370 to date. We have been using Western Waterproofing Co. to do all of the work to date because of their knowledge and expertise in waterproofing with great success. The scope of the work is detailed the attached proposals.

RECOMMENDATION

Staff is requesting city council approval to spend \$9,795 from 101-115-4410 Repair and Maintenance of Buildings using Western Waterproofing Co. as the contractor per their proposals.

My documents/council items/ approval purchasing waterproofing, exterior caulking, and crack repairs at PW-CH

Attachments: (1) Western Waterproofing Company Proposal: \$2,235.00 City Hall basement leaks.
(2) Western Waterproofing Company Proposal: \$7,560.00 Public Works Fleet Service Shop walls, building exterior walls.



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Attn: Larry Farr
City of Maplewood
1830 County Road B East
Maplewood MN 55109

Re: City Hall Court Yard Waterproofing

Proposal Date: May 3, 2012

Western Waterproofing Company, Inc. ("Contractor"), a Missouri Corporation, with an office at 111Lowry Avenue NE Minneapolis MN 55418 submits the following proposal to City of Maplewood ("Purchaser"), with an office 1830 Co Rd B E Maplewood MN 55109at to perform services and to provide materials described under "Scope of Work" below ("the Work") at the following location: Court Yard Waterproofing (the "Site").

Scope of Work: We propose to furnish all labor, materials, insurance, taxes and equipment to complete the following scope of work to the above named structure.

Approximately 9 SF of concrete stoop will be removed. After the stoop has been remove the area between the air plenum and previously waterproofed area will be excavated cleaned and waterproofed using Tremco 250 GC waterproof membrane. After the waterproofing is complete theea will be backfilled and the stoop replaced.

Note:

Notes: Work to be done as weather and wind permits.

Price: The price for the above-described work is **\$2235.00** to be paid in accordance with Section 2 of the General Conditions.

Note: Time and material rates.

Exclusions: The price for the above-described work does not include any item(s) not specifically mentioned.

PRE-LIEN NOTICES:

A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO

SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Sincerely,
Western Waterproofing Company Inc.

Terry Mc Kenney
Terry Mc Kenney
Project Manager 612-685-7111

Acceptance: By signing this proposal, the Purchaser accepts as a binding contract all of its terms and conditions, including the General Conditions on page 2. This Proposal shall expire automatically unless the above named purchaser shall have delivered a copy of this Proposal, duly signed by it, to Western or or before the 30th day from the date hereof. No modification by Purchaser to this Proposal, or the General Conditions, shall become a part of the contract unless specifically agreed to in writing by Western and shall automatically make this Proposal void and of no effect.

Date Accepted: _____

Date Accepted: _____

Purchaser

Western Waterproofing Company, Inc.

By: _____

By: _____

Title: _____

Title: _____

General Terms and Conditions

- 1. CHANGES IN THE WORK.** It is understood that the type of work called for in this Agreement may require changes as the work progresses. Contractor will perform changes in the work (including changes requested by Customer) only after consultation with the Customer, and execution of a written agreement covering the changes in the scope of the work including any changes in Contract Price and time for performance.
- 2. PAYMENT TERMS.** Payment of the Contract Price, shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. If any invoice remains unpaid to the 20th day following receipt by Customer, Customer agrees to pay Contractor interest at the rate of ten percent (10%) per annum from the due date until paid.
- 3. TAXES.** Contractor's price includes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices.
- 4. SECURITY FOR PAYMENT.** Customer understands that if Contractor is not paid it can assert a lien against the property. Contractor will issue waivers of its lien rights only to the extent it receives payment.
- 5. DELAYS AND CLAIMS.**

A. Liability Only for Acts Within Contractor's Control. Contractor will be excused and will not be liable for any damages, whether direct, incidental or consequential, for any delay or failure in performance (including but not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by Contractor's suppliers and carriers) except to the extent caused by, or within the direct control of Contractor.

B. Notice of Claims, When. Any claims by Customer against Contractor must be presented in writing with particulars to Contractor within twenty days after they arise; otherwise Contractor shall have no responsibility or liability for such claims.

6. INSURANCE AND INDEMNIFICATION.

A. Customer shall purchase and maintain property insurance on its property and liability insurance to cover the acts or omissions of its agents and employees at the Site.

B. Contractor maintains insurance as shown on the attached Insurance Addendum. A certificate showing coverage limits and Carriers will be issued to Customer prior to beginning work at the Site.

C. Contractor agrees to indemnify Customer from any loss, damage or expense which Customer suffers as a result of claims asserted against Customer by third parties (including Contractor's employees) which arise out of Contractor's work at the Site, to the extent caused by the negligent acts or omissions of Contractor or anyone for whom Contractor is responsible. Customer agrees to indemnify Contractor for any loss, damage or expense, which Contractor suffers as a result of claims asserted against Contractor by third parties (including Customer's employees) which arise out of Customer's activities at the Site, to the extent caused by the negligent acts or omissions of Customer or anyone for whom Customer is responsible.

7. LIMITED WARRANTY AND EXCLUSIVE REMEDIES.

A. Workmanship. For a period of one year from the date of substantial completion of Contractor's Work covered hereby, Contractor warrants that it will promptly repair or replace any improper or defective workmanship performed by Contractor under this contract; provided that Contractor has been paid for all work performed, and Contractor has received written notice from Customer of any such defective workmanship within 20 days after Customer first becomes aware thereof (provided such is within the aforesaid one-year period). Contractor will not pay for any inspections or repairs performed by others prior to receipt of notice and a reasonable opportunity to make repairs, if warranted.

B. Warranty on Materials. Contractor warrants that it will use only new materials unless specified otherwise in this Contract, and will deliver to Customer standard warranties as issued by the manufacturer of the materials, if available. Contractor shall have no obligation under any such manufacturer's warranty, and shall not be required to seek changes to terms of such standard warranties.

C. Disclaimer of Other Warranties. THE PROVISIONS IN PARAGRAPHS A AND B ARE THE EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

D. Mold Exclusion. Contractor specifically excludes from any and all warranties connected with this Work any warranty against the growth, infestation or spread of mold, mildew, or other fungal, bacterial or biological substance however caused.

8. OBLIGATIONS OF CUSTOMER AT SITE OF WORK

A. Site Conditions. For work performed by Contractor at the site, Customer shall provide without charge to Contractor (i) sufficient and proper space for handling and storing the materials and equipment of Contractor; (ii) sufficient power and water for the performance of the Work; (iii) removal of all obstructions to performing the Work as economically as possible.

B. Unanticipated Conditions. If Contractor encounters unanticipated conditions or structural features, not reasonably ascertainable upon such inspection or testing as was allowed by Customer, Contractor will so advise Customer, and the parties will work out a mutually acceptable adjustment to the Work, the Contract Price, and the time of completion prior to continuation of the work.

C. Asbestos, Lead, Mold and PCB. Contractor specifically excludes the abatement of any hazardous material, including but not limited to asbestos, lead, mold or polychlorinated biphenyl ("PCB"). Customer warrants that the Work will not expose Contractor's workers or any other persons to contact with or exposure to such substances. If Contractor encounters material reasonably believed to be asbestos, lead mold or PCB or other hazardous substance which has not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to the Customer. The Work in the affected area shall not thereafter be resumed except by written agreement of the Customer and Contractor. The Work in the affected area shall be resumed in the absence of such hazardous substance, or when it has been rendered harmless and so agreed in writing by the Customer and Contractor. All cost of testing for, removal of, or to render asbestos, lead, mold or PCB harmless, shall be born by Customer.

9. DEFAULT BY CUSTOMER. If Customer fails, or is unable for any reason, to make any payment when due, or prevents Contractor from completing its Work in a timely and uninterrupted manner, or fails to comply with any term, condition or provision of this Contract, Contractor may resort to any remedy available to it by this Contract, or by law.

10. REMEDIES OF CONTRACTOR. In case of any default by Customer, including but not limited to failure to make timely payment, Contractor may, after reasonable notice and opportunity to cure, which need not exceed seven (7) days; (a) suspend all work at the site (b) demand payment of the contract price, less a sum equal to Contractor's cost of any labor and materials not yet furnished or ordered, (c) remove its equipment and any unused material from the Premises, (d) terminate the contract and demand payments referred to in item (b) above and, (e) pursue such other or additional remedies as may be provided by law.

11. DISPUTE RESOLUTION. The parties shall attempt to resolve disputes between themselves, using more senior officials of their respective organizations if necessary, and prior to the institution of any legal action, they agree to meet with a mutually agreeable or, upon mutual application, court appointed mediator for a minimum of one five hour session. In any such dispute resolution, each party shall bear their own expenses. In the event of any legal action to enforce the terms of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees from the other.

12. HOURS OF WORK. Contractor is obligated to perform the Work only during its regular working hours and has no responsibility to work beyond such regular hours. All time beyond regular hours which is required by Customer shall be paid for by Customer in addition to the contract price, at applicable premium rates of pay.

13. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties. No representations, statements, correspondence or discussions between Contractor and Customer or Customer's Representative shall be a part of this Contract unless specifically referred to in this Contract.

14. MODIFICATION. No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless said waiver, alteration or modification be in writing and signed by a duly authorized representative of each party.

INSURANCE ADDENDUM
Indicating Insurance Carried by
Western Waterproofing Company, Inc.
and incorporated into its Proposal Submitted to
City of Maplewood. ("Customer")
Project: City Hall Court Yard Waterproofing

Contractor maintains, and shall maintain, insurance coverage substantially as outlined below, throughout the life of the Project (shown above) which is the subject of the Proposal, Bid, Contract or Subcontract to which this Addendum is attached. Any contract or subcontract entered into is qualified to include this coverage, exclusive of any other insurance requirements.

Workers Compensation coverage is maintained in all states where Contractor operates, including the state in which the project which is the subject of this proposal or bid is located. Employer's Liability coverage is also included with limits up to \$1,000,000. Stop gap coverage is provided in monopolistic states: ND, OH, WA, WY.

Carrier: **Travelers Property Casualty Company of America** (All states except MA, OR, WI and monopolistic.)
Travelers Property Casualty Company of America (MA, OR and WI)

General Liability coverage is written on the ISO COMMERCIAL GENERAL LIABILITY FORM CG 0001 10 01 which includes the following:

Carrier: **Travelers Property Casualty Company of America**

COVERAGES	POLICY	LIMITS
• Bodily Injury	General Aggregate ⊕	\$4,000,000
• Broad Form Property Damage	Products Completed Operations Aggregate	4,000,000
• Premises/Operations	Personal and Adv. Injury	2,000,000
• Products/Completed Operations	Each Occurrence	2,000,000
• Contractual Liability	Fire Damage (Any one fire)	300,000
• Medical Payments	Medical Exp. (Any one person)	5,000
• Fire Damage Legal Liability		
• Personal and Advertising Injury		
• Independent Contractor's Liability		
• Coverage for Explosion, Collapse, and Underground		
• Separation of Insureds/Severability of Interest		

⊕ General Aggregate applies per project.

The General Liability Policy contains an exclusion for claims arising in whole or in part out of the presence of fungi or bacteria in a building or structure.

Additional Insured. Contractor will provide additional insured coverage to the Customer named above but only for vicarious liability arising out of the acts or omissions of Contractor, its employees and subcontractors, in connection with its ongoing operations at the project site. Travelers Endorsement No. CG D2 46 will apply.

Automobile Liability coverage is carried in all states consistent with or greater than statutory requirements.

Carrier: **Travelers Property Casualty Company of America**
Combined Single Limit: \$2,000,000

A 30 day notice of cancellation provision is included under our policies.

Coverage and limits will be certified through a standard form Certificate of Insurance issued to Customer or through a Memorandum of Insurance upon Execution of Contract.

Contractor's insurance program is written on a nationwide basis for all its locations, and not on an individual project basis. Any requests for deviations from standard coverage must be requested in writing, prior to Contract execution. Contractor reserves the right to increase its price to cover additional insurance requests.



Member - Western Construction Group

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poxy
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oam Injection

Attn: Larry Far
City of Maplewood
1830 County Road B East
Maplewood MN 55109

Re: Maintenance Garage Caulking and Crack Repair

Proposal Date: May 3, 2012

Western Waterproofing Company, Inc. ("Contractor"), a Missouri Corporation, with an office at 111 Lowry Avenue NE Minneapolis MN 55418 submits the following proposal to St. Johns University ("Purchaser"), with an office 31802 Co Rd 159 Collegeville MN 56321 at to perform services and to provide materials described under "Scope of Work" below ("the Work") at the following location: Lower Level (the "Site").

Scope of Work: We propose to furnish all labor, materials, insurance, taxes and equipment to complete the following scope of work to the above named structure.

Approximately 400 LF of deteriorated vertical control joints and 50 LF of horizontal joints will be cut out joint sides cleaned and caulked.

Approximately 550 LF of horizontal block to concrete wall joint and block to block joint will have the mortar ground out joint sides cleaned and caulked.

Approximately 100 LF of cracks in the exposed poured wall will be routed and caulked.

Note:

Notes: Work to be done as weather and wind permits.

Price: The price for the above-described work is **\$7560.00** to be paid in accordance with Section 2 of the General Conditions.

Note: Time and material rates.

Exclusions: The price for the above-described work does not include any item(s) not specifically mentioned.

PRE-LIEN NOTICES:

A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Sincerely,
Western Waterproofing Company Inc.

Terry McKenney
Terry McKenney
Project Manager 612-685-7111

Acceptance: By signing this proposal, the Purchaser accepts as a binding contract all of its terms and conditions, including the General Conditions on page 2. This Proposal shall expire automatically unless the above named purchaser shall have delivered a copy of this Proposal, duly signed by it, to Western or or before the 30th day from the date hereof. No modification by Purchaser to this Proposal, or the General Conditions, shall become a part of the contract unless specifically agreed to in writing by Western and shall automatically make this Proposal void and of no effect.

Date Accepted: _____

Date Accepted: _____

Purchaser

Western Waterproofing Company, Inc.

By: _____

By: _____

Title: _____

Title: _____

General Terms and Conditions

- 1. CHANGES IN THE WORK.** It is understood that the type of work called for in this Agreement may require changes as the work progresses. Contractor will perform changes in the work (including changes requested by Customer) only after consultation with the Customer, and execution of a written agreement covering the changes in the scope of the work including any changes in Contract Price and time for performance.
- 2. PAYMENT TERMS.** Payment of the Contract Price, shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. If any invoice remains unpaid to the 20th day following receipt by Customer, Customer agrees to pay Contractor interest at the rate of ten percent (10%) per annum from the due date until paid.
- 3. TAXES.** Contractor's price includes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices.
- 4. SECURITY FOR PAYMENT.** Customer understands that if Contractor is not paid it can assert a lien against the property. Contractor will issue waivers of its lien rights only to the extent it receives payment.
- 5. DELAYS AND CLAIMS.**

A. Liability Only for Acts Within Contractor's Control. Contractor will be excused and will not be liable for any damages, whether direct, incidental or consequential, for any delay or failure in performance (including but not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by Contractor's suppliers and carriers) except to the extent caused by, or within the direct control of Contractor.

B. Notice of Claims, When. Any claims by Customer against Contractor must be presented in writing with particulars to Contractor within twenty days after they arise; otherwise Contractor shall have no responsibility or liability for such claims.

6. INSURANCE AND INDEMNIFICATION.

A. Customer shall purchase and maintain property insurance on its property and liability insurance to cover the acts or omissions of its agents and employees at the Site.

B. Contractor maintains insurance as shown on the attached Insurance Addendum. A certificate showing coverage limits and Carriers will be issued to Customer prior to beginning work at the Site.

C. Contractor agrees to indemnify Customer from any loss, damage or expense which Customer suffers as a result of claims asserted against Customer by third parties (including Contractor's employees) which arise out of Contractor's work at the Site, to the extent caused by the negligent acts or omissions of Contractor or anyone for whom Contractor is responsible. Customer agrees to indemnify Contractor for any loss, damage or expense, which Contractor suffers as a result of claims asserted against Contractor by third parties (including Customer's employees) which arise out of Customer's activities at the Site, to the extent caused by the negligent acts or omissions of Customer or anyone for whom Customer is responsible.

7. LIMITED WARRANTY AND EXCLUSIVE REMEDIES.

A. Workmanship. For a period of one year from the date of substantial completion of Contractor's Work covered hereby, Contractor warrants that it will promptly repair or replace any improper or defective workmanship performed by Contractor under this contract; provided that Contractor has been paid for all work performed, and Contractor has received written notice from Customer of any such defective workmanship within 20 days after Customer first becomes aware thereof (provided such is within the aforesaid one-year period). Contractor will not pay for any inspections or repairs performed by others prior to receipt of notice and a reasonable opportunity to make repairs, if warranted.

B. Warranty on Materials. Contractor warrants that it will use only new materials unless specified otherwise in this Contract, and will deliver to Customer standard warranties as issued by the manufacturer of the materials, if available. Contractor shall have no obligation under any such manufacturer's warranty, and shall not be required to seek changes to terms of such standard warranties.

C. Disclaimer of Other Warranties. THE PROVISIONS IN PARAGRAPHS A AND B ARE THE EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

D. Mold Exclusion. Contractor specifically excludes from any and all warranties connected with this Work any warranty against the growth, infestation or spread of mold, mildew, or other fungal, bacterial or biological substance however caused.

8. OBLIGATIONS OF CUSTOMER AT SITE OF WORK

A. Site Conditions. For work performed by Contractor at the site, Customer shall provide without charge to Contractor (i) sufficient and proper space for handling and storing the materials and equipment of Contractor;; (ii) sufficient power and water for the performance of the Work; (iii) removal of all obstructions to performing the Work as economically as possible.

B. Unanticipated Conditions. If Contractor encounters unanticipated conditions or structural features, not reasonably ascertainable upon such inspection or testing as was allowed by Customer, Contractor will so advise Customer, and the parties will work out a mutually acceptable adjustment to the Work, the Contract Price, and the time of completion prior to continuation of the work.

C. Asbestos, Lead, Mold and PCB. Contractor specifically excludes the abatement of any hazardous material, including but not limited to asbestos, lead, mold or polychlorinated biphenyl ("PCB"). Customer warrants that the Work will not expose Contractor's workers or any other persons to contact with or exposure to such substances. If Contractor encounters material reasonably believed to be asbestos, lead mold or PCB or other hazardous substance which has not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to the Customer. The Work in the affected area shall not thereafter be resumed except by written agreement of the Customer and Contractor. The Work in the affected area shall be resumed in the absence of such hazardous substance, or when it has been rendered harmless and so agreed in writing by the Customer and Contractor. All cost of testing for, removal of, or to render asbestos, lead, mold or PCB harmless, shall be born by Customer.

9. DEFAULT BY CUSTOMER. If Customer fails, or is unable for any reason, to make any payment when due, or prevents Contractor from completing its Work in a timely and uninterrupted manner, or fails to comply with any term, condition or provision of this Contract, Contractor may resort to any remedy available to it by this Contract, or by law.

10. REMEDIES OF CONTRACTOR. In case of any default by Customer, including but not limited to failure to make timely payment, Contractor may, after reasonable notice and opportunity to cure, which need not exceed seven (7) days; (a) suspend all work at the site (b) demand payment of the contract price, less a sum equal to Contractor's cost of any labor and materials not yet furnished or ordered, (c) remove its equipment and any unused material from the Premises, (d) terminate the contract and demand payments referred to in item (b) above and, (e) pursue such other or additional remedies as may be provided by law.

11. DISPUTE RESOLUTION. The parties shall attempt to resolve disputes between themselves, using more senior officials of their respective organizations if necessary, and prior to the institution of any legal action, they agree to meet with a mutually agreeable or, upon mutual application, court appointed mediator for a minimum of one five hour session. In any such dispute resolution, each party shall bear their own expenses. In the event of any legal action to enforce the terms of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees from the other.

12. HOURS OF WORK. Contractor is obligated to perform the Work only during its regular working hours and has no responsibility to work beyond such regular hours. All time beyond regular hours which is required by Customer shall be paid for by Customer in addition to the contract price, at applicable premium rates of pay.

13. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties. No representations, statements, correspondence or discussions between Contractor and Customer or Customer's Representative shall be a part of this Contract unless specifically referred to in this Contract.

14. MODIFICATION. No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless said waiver, alteration or modification be in writing and signed by a duly authorized representative of each party.

INSURANCE ADDENDUM
Indicating Insurance Carried by
Western Waterproofing Company, Inc.
and incorporated into its Proposal Submitted to
City of Maplewood. ("Customer")
Project: Urethane Grout & Water Control

Contractor maintains, and shall maintain, insurance coverage substantially as outlined below, throughout the life of the Project (shown above) which is the subject of the Proposal, Bid, Contract or Subcontract to which this Addendum is attached. Any contract or subcontract entered into is qualified to include this coverage, exclusive of any other insurance requirements.

Workers Compensation coverage is maintained in all states where Contractor operates, including the state in which the project which is the subject of this proposal or bid is located. Employer's Liability coverage is also included with limits up to \$1,000,000. Stop gap coverage is provided in monopolistic states: ND, OH, WA, WY.

Carrier: **Travelers Property Casualty Company of America** (All states except MA, OR, WI and monopolistic.)
Travelers Property Casualty Company of America (MA, OR and WI)

General Liability coverage is written on the ISO COMMERCIAL GENERAL LIABILITY FORM CG 0001 10 01 which includes the following:

Carrier: **Travelers Property Casualty Company of America**

COVERAGES	POLICY	LIMITS
• Bodily Injury	General Aggregate ⊕	\$4,000,000
• Broad Form Property Damage	Products Completed Operations Aggregate	4,000,000
• Premises/Operations	Personal and Adv. Injury	2,000,000
• Products/Completed Operations	Each Occurrence	2,000,000
• Contractual Liability	Fire Damage (Any one fire)	300,000
• Medical Payments	Medical Exp. (Any one person)	5,000
• Fire Damage Legal Liability		
• Personal and Advertising Injury		
• Independent Contractor's Liability		
• Coverage for Explosion, Collapse, and Underground		
• Separation of Insureds/Severability of Interest		

⊕ General Aggregate applies per project.

The General Liability Policy contains an exclusion for claims arising in whole or in part out of the presence of fungi or bacteria in a building or structure.

Additional Insured. Contractor will provide additional insured coverage to the Customer named above but only for vicarious liability arising out of the acts or omissions of Contractor, its employees and subcontractors, in connection with its ongoing operations at the project site. Travelers Endorsement No. CG D2 46 will apply.

Automobile Liability coverage is carried in all states consistent with or greater than statutory requirements.

Carrier: **Travelers Property Casualty Company of America**
Combined Single Limit: \$2,000,000

A 30 day notice of cancellation provision is included under our policies.

Coverage and limits will be certified through a standard form Certificate of Insurance issued to Customer or through a Memorandum of Insurance upon Execution of Contract.

Contractor's insurance program is written on a nationwide basis for all its locations, and not on an individual project basis. Any requests for deviations from standard coverage must be requested in writing, prior to Contract execution. Contractor reserves the right to increase its price to cover additional insurance requests.

MEMORANDUM

TO: Jim Antonen, City Manager
Chuck Ahl, Assistant City Manager
FROM: Larry Farr, Chief Building Engineer
SUBJECT: Purchase for repairing entryway roofs at Maplewood Community Center
DATE: June 11, 2012 City Council Meeting

INTRODUCTION

The entryway roofs at the Maplewood Community Center help protect guest and patrons from rain and snow while waiting outside or at events in the banquet rooms. The roofs serve a purpose and were designed using galvanized metal to last a long time. Over the years the galvanized finish has failed due to various reasons and rusting has started in many entries.

BACKGROUND

The exterior galvanized metal entry roofs, metal railing, stairs, poles, and columns, started to rust and show wear in the early 2000's but no maintenance or preventive steps were taken to stop the rusting. In 2006 a proposal was provided by TMI Coatings to see what the expense would be for painting all of the exterior metal railing, stairs, poles, columns, and entry roofs. The main reasons were excessive rusting, paint delaminating, peeling, and coating failure. The total proposal to correct the conditions was estimated at \$120,000 because most areas needed to be sandblasted to clean metal, primed and painted for the warranty. This was submitted into the C.I.P. plan several times but denied due to budgetary constraints and various reasons.

DISCUSSION

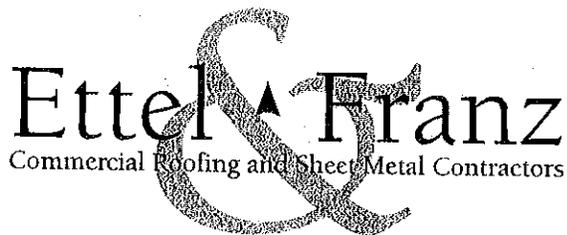
Staff has determined the need to proceed forward with the most severe items listed above and the entry roofs were one of the items selected. The determination is to clean and repair four (4) of the most severely deteriorated entry roofs, repair the metal as needed and seal the top surfaces only, using EraGuard 2000 to prevent further deterioration. Staff will need to address the undersides, remaining entry roofs and exterior metal painting in the future. Staff has been working with Ettel & Franz on other roof leak issues at City Hall/Police Department and Public Works. This proposed work and the accumulative work done by Ettel & Franz or future roofing companies needs council's approval as the amounts will be over the \$10,000 amount requiring council approval to proceed.

RECOMMENDATION

Staff is requesting city council approval to spend \$10,350 from GL# 602-614-4410 Repair and Maintenance of Buildings using Ettel & Franz to complete the repair work of the four (4) entry roofs at the Maplewood Community Center.

My documents/council items/ approval purchase for repairing entryway roofs at the Maplewood Community Center

Attachment: Ettel & Franz Proposal "Maplewood Community Center Entryway Roofs"



May 8, 2012

Mr. Larry Farr
City of Maplewood
1830 County Road B East
Maplewood, MN 55109

RE: Maplewood Community Center Entryway roofs

Dear Mr. Farr;

We recently examined the four entrance canopy roofs at the Maplewood Community Center as requested by you. Based on this examination we propose to repair the areas as follows:

1. Pressure wash the exposed metal decking to remove any loose bodies.
2. On the larger canopy near the south we will seal the overlapping joint in the metal decking with ER Systems HER product. The other three smaller canopies were built using one piece of metal decking, so they do not contain a lap.
3. Also at the south canopy we will need to move the signage while the work is being completed.
4. Apply EraGuard 1000 primer on the clean metal decking at the rate of ½ gallon per 100 square feet of area.
5. Apply EraGuard 2000 finishing coat over the primer at the rate of 2 gallons per 100 square feet.

We hereby propose to furnish all the materials and provide all the labor to waterproof all four entrance canopies as described above for the sum of \$10,350.00.

If you have any questions or need any additional information, please call me on my cell phone.

Thank you for the opportunity to provide this proposal.

Sincerely,
Ettel & Franz Roofing Company

Jerry Seiberlich
Project Manager

2222 Robbins Street • St. Paul, MN 55114-1120 • Tel. 651.646.4811 • Fax 651.646.2776
Over 100 years in the Twin Cities Roofing Market

▲
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AMENDED

G14

MEMORANDUM

TO: Jim Antonen, City Manager
Chuck Ahl, Assistant City Manager
FROM: Larry Farr, Chief Building Engineer
SUBJECT: **Approval of an agreement with Trane to Perform a Facility Audit (Engineering Study) of the Maplewood Community Center**
DATE: June 11, 2012 City Council Meeting

INTRODUCTION

The Maplewood Community Center (MCC) is the last building on the City Campus to have a thorough Facility Audit (Engineering Study) to determine what energy savings changes are available. Staff approached Trane in September-October of 2011 to do a preliminary study of the facility and make recommendations on how to proceed. This discussion included a unique opportunity involving a program called "Increment Financing", where as the energy savings from installing energy efficient equipment, or projects that reduce energy usage would be guaranteed by Trane who would finance the project and have a 15 year duration.

BACKGROUND

The Maplewood Community Center had an Energy Assessment completed by Xcel Energy in February 2009 which listed several items that could be done to reduce energy usage. We picked the so called low hanging fruit from this project with the least expense due to budgetary constraints at the MCC. Building Maintenance worked with vendors and contractors along with funds from an EECGB Grant to replace the lighting in the court area with T-8 light fixtures and motion sensors to turn light On/Off. Over the last seven (7) years staff has also implemented many projects that have reduced the energy usage of the facility. This includes T-8 24 watt Fluorescent lamp, energy efficient motor replacements, motor frequency drive upgrades, Summit System Upgrades, and many other changes. Due to budgetary constraints and various other reasons staff was not able to implement many of the recommended major upgrades or changes. This included scheduled equipment replacement due to age, system enhancements, failed equipment replacement, system integrations, and building envelope upgrades.

DISCUSSION

Staff has worked with Trane over the years and much of our mechanical equipment is Trane. This includes condensers, Summit System that controls our mechanical equipment on campus, and existing service contracts. Staff has had many meeting and discussions with Trane staff along with the preliminary Facility Audit conducted to justify the feasibility of proceeding with the program. The next step is to have the authorization to proceed with an in-depth Facility Audit (Engineering Study) conducted by Trane to identify all avenues of energy reduction available. The audit would coincide with the "Maplewood Community Center Energy Efficiency Plan" MCC EEP implementation. The audit expense is \$40,000 with a Preapproved rebate from Xcel Energy of \$23,430, leaving the final city expense of \$16,570, which may be able to be rolled back into the program if the decision is to proceed once completed.

RECOMMENDATION

Staff is requesting city council approval to spend **\$40,000 which includes the Xcel rebate and the city's commitment** for the Facility Audit of the Maplewood Community Center by Trane. If the decision at the completion of the audit is to not proceed the expense would come out of GL# 602-614.

My documents/council items/ g-14 approval of an agreement with Trane to perform facility audit (engineer study) of the MCC

Attachment: Trane Letter of Commitment G-14-1
Xcel Energy Space Heating Study Rebate \$8,430 G-14-2
Xcel Energy Study Cost \$15,000 G-14-3

**CITY OF MAPLEWOOD
1830 COUNTY ROAD B EAST
MAPLEWOOD, MN 55109**

June 11, 2012

Trane
775 Vandalia Street
St. Paul, MN 55114
Attn: Jake Quinn

Dear Jake:

Trane is authorized to proceed with a detailed audit necessary to verify the data presented in the Preliminary Assessment dated March 31, 2012. The detailed audit is estimated to require three months to complete from the date of Trane's acceptance of this Letter of Commitment. Trane and **Maplewood** will enter into an Agreement within three weeks of the Final Proposal. In this event, the cost of the comprehensive study will be included as part of the overall project.

In order to enable Trane to perform the comprehensive study, we agree to provide to Trane:

- energy bills for the most recent 36 months and building information required to conduct the study;
- historical records for maintenance cost;
- access to the buildings and to facility and management personnel, and key decision makers, to enable Trane to better understand the facility operations and organizational goals that will help Trane optimize the effectiveness of the proposed project, as required to conduct the study; and
- a time and location for a meeting for presentation of Trane's final proposal; all parties that will be involved in the decision-making process to proceed with a Energy Savings Performance Contract will attend this meeting.

MAPLEWOOD will pay a fee of \$38,880 (plus any applicable sales tax) to Trane for services and time invested if we do not enter into the Agreement within the three week period. We will pay the fee (plus any applicable sales tax) to Trane within ten days of the date of Trane's invoice. We understand that Xcel Energy has preapproved this study for a \$22,958 rebate which, when applied to the fee, results in a total of \$15,922. We also understand that Xcel Energy reserves the right to change the rebate level if the cost or results of the study vary greatly from the information in the preapproval applications.

Upon execution of an Agreement with Trane or payment for the detailed energy study, whichever occurs first, Trane shall provide a copy of the detailed study in its entirety to the Customer.

Sincerely,

Customer

Acceptance by Trane

By: _____
Jim Antonen
Its: **City Manager**

By: _____
Mitchell Farrell
Its: **District Manager**

Dated: _____

Dated: _____



414 Nicollet Mall, GO-6
Minneapolis, MN 55401

1-800-481-4700
xcelenergy.com

Larry Farr
Maplewood Community Center – (Space Heating Study)
2100 White Bear Ave.
Maplewood, MN 55109

5/16/12

Dear Larry:

Thank you for participating in Xcel Energy’s Engineering Study program. We have reviewed your study application and proposal and have preapproved your study. The following outlines your rebate and project information:

Building Address	2100 White Bear Ave	
Study Cost	\$20,000	
Preapproved study rebate*	\$8,430	
* Your rebate was based on the study cost provided. If the final study cost is lower, your rebate will be adjusted accordingly.		
Study Provider	Trane	
Account manager	Jennifer Abbott	Phone: 651-229-2443

Here’s a quick review of the Engineering Study program process:

- Once your study is complete, your study provider will send a draft copy to us for review.
- After we complete our review and approve the study, we will send you a confirmation letter noting our approval.
- Your study provider will schedule a wrap-up meeting with you and your Xcel Energy account manager to go over the results of the study.
- You pay the study provider for the full cost of the study.
- You submit the Engineering Study Rebate Application, along with a copy of the invoice to us within 3 months of your report presentation.
- We’ll send your study rebate check to you.



414 Nicollet Mall, GO-6
Minneapolis, MN 55401

1-800-481-4700
xcelenergy.com

Please note that we need to approve the final study in order to receive your study rebate.

This study pre-approval is valid for **3 months** from the date of this letter. If your study will take longer than that, please let us know. If you have any questions or comments, please call your assigned Xcel Energy account manager. Thanks again for participating in our Engineering Study program.

Sincerely,

Michael Kunz
Product Manager
Ph: 612-337-2026
Em: Michael.p.kunz@xcelenergy.com

Enclosure

CC: Jennifer Abbott
Jacob Quinn - Trane



414 Nicollet Mall, GO-6
Minneapolis, MN 55401

1-800-481-4700
xcelenergy.com

Larry Farr
Maplewood Community Center
2100 White Bear Ave.
Maplewood, MN 55109

5/8/12

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Minneapolis, MN 55401

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Sincerely,

Michael Kunz
Product Manager
Ph: 612-337-2026
Em: Michael.p.kunz@xcelenergy.com

Enclosure

CC: Jennifer Abbott - Xcel Energy
Jacob Quinn - Trane

AGENDA REPORT

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
Jim Taylor, Parks Manager
SUBJECT: **Approval to Authorize Contract to Resurface the Tennis Courts at Playcrest and Harvest Parks**
DATE: June 6, 2012

INTRODUCTION

Two resurfacing improvement projects have been identified by staff as being critical to meeting the need of the residents. The two projects identified by staff are as follows:

- a) Resurfacing of Playcrest Park a battery of two tennis courts and a basketball court.
- b) Resurfacing of Harvest Park a battery of two tennis courts and a basketball court.

BACKGROUND

The park maintenance plan calls for resurfacing the tennis and basketball courts in two parks each year. This maintenance plan puts us on a schedule of resurfacing basketball and tennis courts every five years. Five years is typically the life expectancy of the court resurfacing process. It has been much longer than this since either of these courts have been resurfaced. They are both in very poor shape and have become a safety hazard as well.

DISCUSSION

Many of our tennis courts are in need of resurfacing and repair. Staff has identified the courts at Playcrest and Harvest Parks as the top priority for this year. The determination of which courts to resurface and repair was based upon the needs of the community and recreation programming staff as well as overall condition. Staff requested multiple bids for the project and The Tennis Court Doctor was the low bid for both courts coming in at \$23,664.00 for Playcrest and \$21,750.00 for Harvest.

FUNDING

The total sum of these projects amounts to \$45,414.00. Funding for the project would come from parks \$100,000 allocation of general levy dollars in the Capitol Improvement Fund.

RECOMMENDATION

Staff recommends the council authorize the Parks and Recreation Director to enter into a contract with the Tennis Court Doctor to resurface the tennis and basketball courts at Playcrest and Harvest for the sum of \$45,414.00.

Attachments

- A- Bid from the Tennis Court Doctor

Tennis Court Doctor

Agenda Item G15

• tenniscourtdoctor@hotmail.com •

MAPLEWOOD PARKS

C/O JIM TAYLOR

4-2-12

THE TENNIS COURT DOCTOR WILL FURNISH ALL MATERIALS, LABOR, AND APPLY OUR RESURFACING EXPERIENCE TO DO THE FOLLOWING WORK ON TWO SETS OF THE TWO TENNIS & ONE BASKETBALL COURTS LOCATED IN PLAYCREST & HARVEST PARKS :

1. POWER WASH COMPLETE SURFACE *

ROTO-MAX NOZZLES & SURFACE CLEANERS WILL BE USED

*owner to provide water (use of hydrant or tanker truck)

2. CLEAN & LEVEL ALL CRACKS (acrylic binder)

3. PROVIDE TWO SAND FILLED ACRYLIC RESURFACER COATS TO " BARE" AREAS

4. APPLY 2 ACRYLIC RESURFACER COATS ON ENTIRE TENNIS 7& B-BALL COURT SURFACES

WE INSTALL FULL ACRYLIC TENNIS COURT SURFACES

WE WILL NOT USE ASPHALT EMULSIONS COATS THAT WERE USED & PEELED PREVIOUSLY ON YOUR COURT

5. APPLY 2 FORTIFIED ACRYLIC COLOR COATS ON ENTIRE TENNIS & B-BALL COURT SURFACE S

* COLOR: DR GREEN *

6. TAPE & HAND PAINT PLAYING LINES TO REGULATION

FOR THE SUM OF:

PLAYCREST PARK ; \$ 7,888.00 PER COURT (\$15,776.00 or \$23,664.00)

HARVEST PARK : \$ 7,250.00 PER COURT (\$ 14,500.00 or \$ 21750.00)

DUE TO THE EXISTING "PEELING" WE CAN NOT GUARRENTEE THE NEW ACRYLIC SURFACE.

THE EXISTING COLOR COAT THAT DID NOT COME OFF DURING "POWER WASHING" MAY " BUBBLE " UNDER THE NEW COLOR COAT AT A LATER TIME.. THE ONLY WAY TO ELIMINAT THE OLD SUFACE BUBBLING IS TO OVERLAY THE TENNIS COURT WITH NEW ASPHALT & THEN COLOR COAT & STRIPE.

THE ABOVE PROPOSAL REPRESENTS A COST EFFECTIVE APPROACH AT CONFRONTING THE EXISTING " BUBBLING."THIS PROCESS HAS WORKED IN THE PAST BUT IS NO MEANS A SURE FIX

THE EXISTING STRUCTURAL CRACKS WILL RE-OPEN AS HAIR LINE CRACKS DUE TO:

1. MOISTURE UNDER ASPHALT MAT
2. SURFACE TENSION ALONG CRACK EDGES
3. CLIMATE CHANGE: freeze/thaw

PLEASE SIGN & FAX/EMAIL BACK IF ACCEPTED
QUOTE GOOD UNTIL 4-15-12

CORDIALLY,


RICHARD A. KUNZ
The Tennis Court Doctor

12005 3rd Avenue North • Minneapolis, Minnesota 55441
Phone/Fax: (763) 545-7946 • Mobile: (612) 501-8264
Website: TennisCourtDoctor.com

MEMORANDUM

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
Audra Robbins, Recreation Manager
SUBJECT: **Approval of Services Agreement between the City of Maplewood and Kokoro Volleyball for Usage of Carver Community Gym**
DATE: June 4, 2012 for June 11, 2012 Council Meeting

INTRODUCTION

Kokoro Volleyball began a relationship with the City of Maplewood in 2010 by renting volleyball courts for their team practices at Carver Community Gym. Since then, their organization has continued to grow as has their partnership with the Maplewood Parks & Recreation Department. Kokoro offers players the chance to continue on in the sport of volleyball after our youth leagues end and they have taught instructional classes for us during the off season in addition to their club programs. We in turn, have helped grow their programs through advertising in our Recreation Brochures, flyers and on our website. This has resulted in a great partnership between the City and Kokoro Volleyball.

Due to the substantial growth of their organization, they are in need of additional gym space and wish to operate out of one central location. They have identified Carver Community Gym as their preferred site and have agreed to enter into a Services Agreement that will be beneficial to the City, Carver and Edgerton Schools and Kokoro Volleyball.

One of the greatest benefits of this agreement for the schools and the community is Kokoro's willingness to purchase new volleyball standards and storage equipment for Carver and Edgerton Community Gyms. Both gyms are still using the original equipment that was purchased when the gyms were built and are in need of these upgrades.

DISCUSSION

A copy of the proposed services agreement is attached for council's review and consideration. City Attorney, Mr. Kantrud, was instrumental in seeing this document through from beginning to end.

Kokoro Volleyball would like to enter into an agreement with the City of Maplewood that clarifies roles and responsibilities. Key items in the agreement include:

- Kokoro will purchase volleyball standards, nets, antennae, storage cart and wall mounted storage unit for six courts in 2012 to be used at Carver Community Gym and Edgerton Community Gym.

- They will administer the Kokoro Youth Volleyball Program for the 2012, 2013 and 2014 season, including all scheduling of practices and matches, sign-up, billing and all other administrative duties not expressly agreed to be done by City.
- The City shall be compensated for the use of their facilities in the amount of \$72,000.00, per season, for the 2012 and 2013 seasons. The City shall be compensated in the amount of \$75,200.00 for the 2014 season.
- The City will reserve court time for Kokoro Volleyball at Carver Community Gym for the following tentative schedule beginning November 1, 2012 and ending June 24, 2013, as well as November 1, 2013 and ending June 24, 2014. When these times are not available due to Carver Elementary functions, they will secure times at other facilities to compensate accordingly:
- The City will reserve court time for Kokoro Volleyball for four, full day, Monday through Thursday camps at Carver Community gym, to take place throughout the months of June, July and August, 2013, and 2014.
- The City will be responsible for the upkeep and timely damage repair if necessary of the floors, walls, dividers, and net systems at Carver Community Gym. In the event of repairs conflicting with scheduled events, the City will secure alternate facilities for said events.
- The City will include advertisements for Kokoro Volleyball in booklets distributed to the community, online, and in social media areas.

RECOMMENDATION

Staff recommends that the City Council approve the services agreement between the City of Maplewood and Kokoro Volleyball for usage of Carver Community Gym.

ATTACHMENTS:

1. Proposed services agreement between the City of Maplewood and Kokoro Volleyball for usage of Carver Community Gym

INDEPENDENT CONSULTANT SERVICES AGREEMENT

The agreement ("Agreement") is made by and between The City, a Minnesota Municipal Corporation ("City"), and Kokoro Volleyball, L.L.C. an individual business entity organized in the State of Wisconsin ("Consultant") and is effective as of June 1, 2012 ("Effective Date").

PREAMBLE: The Parties acknowledge that the City is in the business of providing recreational activity opportunities to its residents as part of its Park and Recreation Program. One such program is youth volleyball. Consultant is in the business of providing Junior Olympic, competitive, volleyball training, refereeing and program administration. The parties would like to work together with the City providing the venue and Consultant administering all other aspects of the program:

1. **ENGAGEMENT OF SERVICES.** Herein is a description of the services to be provided by Consultant pursuant to the terms of the Agreement ("Consulting Services"). Consultant hereby agrees to utilize best efforts and produce in accordance with industry standards the following Consulting Services:

- A. Purchase volleyball standards, nets, antennae, storage cart and wall mounted storage unit for six courts in 2012 to be used at Carver Community Gym and Edgerton Community Gym.
- B. Provide one sign stating: "Carver Community Gym Sponsored by Kokoro Volleyball" to be hung on the wall of Carver Community Gym. The artwork for the sign and dimensions will be submitted by Consultant to the City for approval.
- C. Administer the Kokoro Youth Volleyball Program for the 2012, 2013 and 2014 season, including all scheduling of practices and matches, sign-up, billing and all other administrative duties not expressly agreed to be done by City.
- D. City shall be compensated for the use of their facilities in the amount of \$72,000.00, per season, for the 2012 and 2013 seasons. City shall be compensated in the amount of \$75,200.00 for the 2014 season. City shall divide these amounts into twelve monthly installments (per year) and invoice Consultant as appropriate.

To the extent that 'terms of art' may be used in the aforementioned description of services, the parties acknowledge that those terms have broadly-accepted meanings in the industry/service sphere and shall adhere to those when/ if metrics cannot be agreed upon.

2. **OBLIGATIONS OF CITY.** In order to provide the services indicated above, Consultant requires and the City agrees to provide the following:

- A. Provide Consultant with space to store volleyball equipment at Carver Community Gym.
- B. Provide anchored hooks to hang signage on the wall of Carver Community Gym.

- C. Reserve court time at Carver Community Gym on the following tentative schedule beginning November 1, 2012 and ending June 24, 2013, as well as November 1, 2013 and ending June 24, 2014. When these times are not available due to Carver Elementary functions, City will secure times at other facilities to compensate accordingly:
- a. Mondays – 4 courts 5:45pm to 10:00pm
 - b. Tuesdays – 4 courts 5:45pm to 8:00pm
 - c. Wednesdays – 4 courts 5:45pm to 10:00pm
 - d. Thursdays – 2 courts 5:45pm to 10:00pm
 - e. Sundays – 4 courts 7:00am to 7:00pm
- D. When Consultant's teams' have a competition conflict with Sunday practice times at Carver Community Gym, practices will be rescheduled the Saturday before competition starting in the earliest time slot from 7:00am to 9:00am.
- E. Reserve court time for four, full day, Monday through Thursday camps at Carver Community gym, to take place throughout the months of June, July and August, 2013, and 2014.
- F. Reserve court time on October 28, 2012 from 6am to 2pm and November 11, 2012 from 6am to 2pm for try-outs.
- G. Be responsible for the upkeep and timely damage repair if necessary of the floors, walls, dividers, and net systems at Carver Community Gym. In the event of repairs conflicting with scheduled events, the City will secure alternate facilities for said events.
- H. Include advertisements for Consultant in booklets distributed to the community, online, and in social media areas (Consultant to prepare copy at its expense).
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Consultant's relationship with the City is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Consultant will not be entitled to any of the benefits that City may make available to its employees, including, but not limited to, group health or life insurance, profit sharing or retirement benefits. Consultant is not authorized to make any representation, contract or commitment on behalf of City unless specifically requested or authorized in writing to do so by the City Manager. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under the Agreement.

4. CONFIDENTIAL INFORMATION.

4.1. Definition of Confidential Information. "Confidential Information" as used in the Agreement shall mean any and all technical and non-technical information and proprietary information, including without limitation, techniques, sketches, drawings, models, Intellectual Property, financial information, procurement requirements, purchasing and manufacturing information, customer lists, business forecasts, sales and merchandising and marketing plans and information, including resident contact and residence information.

4.1.b. Nondisclosure and Nonuse Obligations. Consultant will use the Confidential Information solely to perform Consulting Services for the benefit of City. Consultant agrees that it shall treat all Confidential Information of City with the same degree of care as it accords to its own Confidential Information, and Consultant represents that it exercises reasonable care to protect its own Confidential Information, and Consultant represents that it exercises reasonable care to protect its own Confidential Information. If Consultant is not an individual, Consultant agrees that it shall disclose Confidential Information only to those employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment, or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of the Agreement. Consultant agrees not to communicate any information to City in violation of the Proprietary rights of any third party. Consultant will immediately give notice to City of any unauthorized use or disclosure of the Confidential Information. Consultant agrees to assist City in remedying any such unauthorized use or disclosure of the Confidential Information.

4.1.c. Exclusions from Nondisclosure Obligations. Consultant's obligations under Paragraph 4.2(b)("Nondisclosure") with respect to Confidential Information shall terminate when Consultant can document that: (a) the information was in the public domain at or subsequent to the time it was communicated to Consultant by the disclosing party through no fault of Consultant; (b) the information was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time it was communicated to Consultant by the disclosing party; or (c) the information was developed by employees or agents of Consultant independently of and without reference to any information communicated to Consultant by the disclosing party. Consultant agrees that there is a rebuttable presumption that any and all lists of residents of Maplewood and customer databases of the MCC were the property of the City and could not have been derived from Consultant.

If Consultant is required to disclose the Confidential Information in response to a valid order by a court or other government body, or as otherwise required by law or as necessary to establish the rights of either party under the Agreement, Consultant agrees to provide City with prompt written notice so as to provide City with a reasonable opportunity to protect such Confidential Information.

4.1.d. Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

4.2. RETURN OF CITY'S PROPERTY. All materials furnished to Consultant by City, whether delivered to Consultant by City or made by Consultant in the performance of services under the Agreement (collectively referred to as the "City Property") are the sole and exclusive property of City and/or its suppliers or customers. Consultant agrees to keep all City property at City's premises unless otherwise permitted in writing by City. Consultant agrees to promptly deliver the original and any copies of the City Property to City at any time upon City's request.

Upon termination of the Agreement by either party for any reason, Consultant agrees to promptly deliver to City or destroy, at City's option, the original and any copies of the City Property. Within five (5) days after the termination of the Agreement, Consultant agrees to certify in writing that Consultant has so returned or destroyed all such City Property.

4.3 OBSERVANCE OF CITY AND STATE LAW. At all times while on City premises, Consultant will observe City's rules and regulations with respect to conduct, health and safety and protection of persons and property. This contract and information derived used or produced as a result of it may be subject to the Minnesota Government Data Practice Act and may require furnishing upon request. Consultant understands that the maintaining of such data is an obligation of this Agreement. Consultant also acknowledges that it is an equal opportunity employer.

4.4 NO CONFLICT OF INTEREST. During the term of the Agreement, Consultant will not accept work, enter into a contract, or accept any obligation, inconsistent or incompatible with Consultant's obligations, or the scope of services rendered for City, under the Agreement. Consultant warrants that, to the best of its knowledge, there is no other contract or duty on Consultant's part, which conflicts with or is inconsistent with the Agreement. Consultant agrees to indemnify City from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

5. TERM AND TERMINATION.

5.1. TERM. The Agreement is effective as of the Effective Date set forth in IB above.

5.2. TERMINATION. Either party may terminate the Agreement, with or without cause, at any time upon six months' prior written notice to the other party. Consultant agrees that the annual compensation is due in its entirety on the first of the year and is being billed in twelve month installments out of convenience. Any termination that is effective at any date other than at the end of the calendar-year shall not in anyway be deemed to relieve Consultant of its duty to pay City; in the event that the contract ends prior to end of the calendar year, all installments still due shall become immediately due and payable to City.

6. SUCCESSOR AND ASSIGNS. Consultant may not assign the Agreement or subcontract or otherwise delegate its obligations under the Agreement without City's prior written consent. Subject to the foregoing, the Agreement will be for the benefit of City's successors and assigns, and will be binding on Consultant's assignees.

7. CONSEQUENTIAL DAMAGES. Neither party will be liable to the other for any consequential, special or incidental.
8. NOTICES. Any notice required or permitted by the Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (I) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.
9. GOVERNING LAW. The Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Minnesota, excluding Minnesota's conflict of law provisions.
10. SEVERABILITY. Should any provisions of the Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby.
11. WAIVER. The waiver by City of a breach of any provision of the Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.
12. INJUNCTIVE RELIEF FOR BREACH. Consultant's obligations under the Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to City for which there will be no adequate remedy at law; and, in the event of such breach, City will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).
13. INDEMNIFICATION. The Consultant will need to agree that it will defend, indemnify, and hold harmless the City against any and all liability, loss, damages, costs and expenses, which the City or office may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of the Consultant, its agents, officers, or employees during the performance of the Agreement.

13.1 INSURANCE. The Consultant will need to further agree that in order to protect itself as well as the City under the indemnity provision set forth above, it will at all times during the term of the Contract keep in force the following minimal insurance protection in the limits specified:

- A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$300,000 for property damage arising from one occurrence, \$1,000,000 for total bodily or personal injuries or death and /or damages arising from one occurrence. Such policy shall also include contractual liability coverage by specific endorsement or certificate acknowledging the contract between the Consultant and the City.
- A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$300,000 per accident for property damage, \$1,000,000 for bodily injuries and / or damages to any one person, and \$1,000,000 for total bodily injuries and / or damages arising from any one accident.
- A professional liability insurance policy covering personnel of the Consultant while performing services under this Agreement in the following amounts: Errors and omissions \$300,000 per occurrence and \$1,000,000 in total for any individual occurrence.
- Workers Compensation Insurance and employer's liability as required by law including all states endorsement in an amount of \$100,000 for each occurrence.

Prior to the effective date of the Agreement, the Consultant will furnish the City with certificates of insurance as proof of insurance for general Liability and Auto Liability.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the City.

- 14. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of the Agreement will govern all services undertaken by Consultant for City. The Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date last written below.

 City Of Maplewood
 1830 County Road B East
 Maplewood, MN 55109



 R. T. Luczak, Director
 Kokoro Volleyball, L.L.C.
~~W4138-570th Avenue~~ PO Box 721
~~Ellsworth, WI 54011~~ Hudson WI 54016
 Phone 612-750-2876

 Date

5-25-12

 Date

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: DuWayne Konewko, Parks & Recreation Director
DATE: June 6 for the June 11 City Council Meeting
SUBJECT: Approval of Social Media Contract with Gannett Local

INTRODUCTION

The City of Maplewood is seeking to enter into a six-month marketing agreement with Gannett Local for an all-inclusive price of \$9,996.00.

BACKGROUND

The Maplewood Community Center recently reviewed their current social media offerings and found an overall lack of public engagement and interaction and an underutilization of these important marketing tools. Thus, the Community Center sought to enter into a contract with a local media company that could help to get these platforms off the ground and demonstrate some best practices for social media use. Under the aforementioned agreement Gannett Local will build, update, and manage the Park & Recreation department's Twitter, Foursquare, and Facebook accounts. Gannett Local responsibilities will also include:

- 24/7 Social Media Management
- Monthly Content Calendar Developed For Facebook & Twitter
- Custom Landing Pages Created For Special Events
- Twitter Keyword Monitoring (25 Keywords)
- Monthly Targeted Advertising On Facebook

The terms of the agreement will be for a six-month period running June 1 – November 30, 2012.

It is the Center's intent that these services will pay for themselves in the form of lead generation, customer engagement, and brand awareness. In addition, at the conclusion of the six-month contract Community Center staff will be prepared to take over social media management. Monies for this expense have been budgeted in the 2012 MCC Operating Budget.

RECOMMENDATION

Staff recommends approval of this contract with Gannett Local for social media marketing services for \$9,996.00.

Attachment:

- 1) Proposed Contract

INDEPENDENT CONSULTANT SERVICES AGREEMENT

The agreement ("Agreement") is made by and between The City of Maplewood, a Minnesota Municipal Corporation ("CITY OF MAPLEWOOD"), and KARE 11/Gannet Inc., an individual business entity organized in the State of Minnesota ("Consultant") and is effective as of June 1, 2012 ("Effective Date").

1. **ENGAGEMENT OF SERVICES.** Herein is a description of the services to be provided by Consultant pursuant to the terms of the Agreement ("Consulting Services"). Consultant hereby agrees to utilize best efforts and produce in accordance with industry standards the following Consulting Services:

- Build Twitter/Foursquare/and Facebook accounts and update said accounts with pre-developed content calendar.
- Provide 24/7 management and monitoring of the aforementioned accounts for the duration of the contract (including keyword monitoring of 25 Twitter keywords)
- Provide a minimum of one monthly targeted advertisement on Facebook.
- Provide a minimum of one custom Facebook landing space for events or specials per month.
- Generate monthly site usage reports for each of the aforementioned accounts.

To the extent that 'terms of art' may be used in the aforementioned description of services, the parties acknowledge that those terms have broadly-accepted meanings in the social media industry/service sphere and shall adhere to those when/ if metrics cannot be agreed upon.

2. **COMPENSATION.** The Consultant's compensation for the Consulting Services will be a flat fee for the services detailed above in the amount of \$1,666.00 per month for a period of six months, billed in monthly increments, payable NET 10.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Consultant's relationship with the City of Maplewood is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Consultant will not be entitled to any of the benefits that CITY OF MAPLEWOOD may make available to its employees, including, but not limited to, group health or life insurance, profit sharing or retirement benefits. Consultant is not authorized to make any representation, contract or commitment on behalf of CITY OF MAPLEWOOD unless specifically requested or authorized in writing to do so by a CITY OF MAPLEWOOD manager. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under the Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under the Agreement. No part of Consultant's compensation will be subject to payroll taxes. CITY OF MAPLEWOOD will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service.

4. **CONFIDENTIAL INFORMATION.**

4.1. Definition of Confidential Information. "Confidential Information" as used in the Agreement shall mean any and all technical and non-technical information and proprietary information, including without limitation, techniques, sketches, drawings, models, Intellectual Property, apparatus, equipment, algorithms, software programs and software source code documents, related to the current, future and proposed products and services of CITY OF MAPLEWOOD, its suppliers and customers, CITY OF MAPLEWOOD's information concerning research, experimental work, development, design details and specifications, engineering information, financial information, procurement requirements, purchasing and manufacturing information, customer lists, business forecasts, sales and merchandising and marketing plans and information, including resident contact and residence information.

4.1.b. Nondisclosure and Nonuse Obligations. Consultant will use the Confidential Information solely to perform Consulting Services for the benefit of CITY OF MAPLEWOOD. Consultant agrees that it shall treat all Confidential Information of CITY OF MAPLEWOOD with the same degree of care as it accords to its own Confidential Information, and Consultant represents that it exercises reasonable care to protect its own Confidential Information, and Consultant represents that it exercises reasonable care to protect its own Confidential Information. If Consultant is not an individual, Consultant agrees that it shall disclose Confidential Information only to those employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment, or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of the Agreement. Consultant agrees not to communicate any information to CITY OF MAPLEWOOD in violation of the Proprietary rights of any third party. Consultant will immediately give notice to CITY OF MAPLEWOOD of any unauthorized use or disclosure of the Confidential Information. Consultant agrees to assist CITY OF MAPLEWOOD in remedying any such unauthorized use or disclosure of the Confidential Information.

4.1.c. Exclusions from Nondisclosure Obligations. Consultant's obligations under Paragraph 4.2(b)("Nondisclosure") with respect to Confidential Information shall terminate when Consultant can document that: (a) the information was in the public domain at or subsequent to the time it was communicated to Consultant by the disclosing party through no fault of Consultant; (b) the information was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time it was communicated to Consultant by the disclosing party; or (c) the information was developed by employees or agents of Consultant independently of and without reference to any information communicated to Consultant by the disclosing party. Consultant agrees that there is a rebuttable presumption that any and all lists of residents of Maplewood and customer databases of the MCC were the property of the City of Maplewood and could not have been derived from Consultant. If Consultant is required to disclose the Confidential Information in response to a valid order by a court or other government body, or as otherwise required by law or as necessary to establish the rights of either party under the Agreement, Consultant agrees to provide CITY OF MAPLEWOOD with prompt written notice so as to provide CITY OF MAPLEWOOD with a reasonable opportunity to protect such Confidential Information.

4.1.d. Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

4.2. RETURN OF CITY OF MAPLEWOOD'S PROPERTY. All materials furnished to Consultant by CITY OF MAPLEWOOD, whether delivered to Consultant by CITY OF MAPLEWOOD or made by Consultant in the performance of services under the Agreement (collectively referred to as the "CITY OF MAPLEWOOD Property") are the sole and exclusive property of CITY OF MAPLEWOOD and/or its suppliers or customers. Consultant agrees to keep all CITY OF MAPLEWOOD property at CITY OF MAPLEWOOD'S premises unless otherwise permitted in writing by CITY OF MAPLEWOOD. Consultant agrees to promptly deliver the original and any copies of the CITY OF MAPLEWOOD Property to CITY OF MAPLEWOOD at any time upon CITY OF MAPLEWOOD's request. Upon termination of the Agreement by either party for any reason, Consultant agrees to promptly deliver to CITY OF MAPLEWOOD or destroy, at CITY OF MAPLEWOOD's option, the original and any copies of the CITY OF MAPLEWOOD Property. Within five (5) days after the termination of the Agreement, Consultant agrees to certify in writing that Consultant has so returned or destroyed all such CITY OF MAPLEWOOD Property.

4.3 OBSERVANCE OF CITY AND STATE LAW. At all times while on CITY OF MAPLEWOOD premises, Consultant will observe CITY OF MAPLEWOOD'S rules and regulations with respect to conduct, health and safety and protection of persons and property. This contract and information derived used or produced as a result of it may be subject to the Minnesota Government Data Practice Act and may require furnishing upon request. Consultant understands that the maintaining of such data is an obligation of this Agreement.

4.4 NO CONFLICT OF INTEREST. During the term of the Agreement, Consultant will not accept work, enter into a contract, or accept any obligation, inconsistent or incompatible with Consultant's obligations, or the scope of services rendered for CITY OF MAPLEWOOD, under the Agreement. Consultant warrants that, to the best of its knowledge, there is no other contract or duty on Consultant's part, which conflicts with or is inconsistent with the Agreement. Consultant agrees to indemnify CITY OF MAPLEWOOD from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

5. TERM AND TERMINATION.

5.1. TERM. The Agreement is effective as of the Effective Date set forth above. This Agreement may be extended for up to three months, in one month intervals, upon execution of written extensions by both parties. The fee-for-services would remain as stated above unless the parties stipulate otherwise.

5.2. TERMINATION. Either party may terminate the Agreement, with or without cause, at any time upon fifteen (15) days' prior written notice to the other party.

6. **SUCCESSOR AND ASSIGNS.** Consultant may not assign the Agreement or subcontract or otherwise delegate its obligations under the Agreement without CITY OF MAPLEWOOD'S prior written consent. Subject to the foregoing, the Agreement will be for the benefit of CITY OF MAPLEWOOD'S successors and assigns, and will be binding on Consultant's assignees.
7. **CONSEQUENTIAL DAMAGES.** Neither party will be liable to the other for any consequential, special or incidental.
8. **NOTICES.** Any notice required or permitted by the Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (I) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.
9. **GOVERNING LAW.** The Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Minnesota, excluding Minnesota's conflict of law provisions.
10. **SEVERABILITY.** Should any provisions at the Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby.
11. **WAIVER.** The waiver by CITY OF MAPLEWOOD of a breach of any provision of the Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.
12. **INJUNCTIVE RELIEF FOR BREACH.** Consultant's obligations under the Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to CITY OF MAPLEWOOD or which there will be no adequate remedy at law; and, in the event of such breach, CITY OF MAPLEWOOD will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).
13. **INDEMNIFICATION.** The Consultant will need to agree that it will defend, indemnify, and hold harmless the City against any and all liability, loss, damages, costs and expenses, which the City or office may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of the Consultant, its agents, officers, or employees during the performance of the Agreement.
 - 13.1 **INSURANCE.** The Consultant will need to further agree that in order to protect itself as well as the City under the indemnity provision set forth above, it will at all times during the term of the Contract keep in force the following minimal insurance protection in the limits specified:

- A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$300,000 for property damage arising from one occurrence, \$1,000,000 for total bodily or personal injuries or death and /or damages arising from one occurrence. Such policy shall also include contractual liability coverage by specific endorsement or certificate acknowledging the contract between the Consultant and the City.
- A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$300,000 per accident for property damage, \$1,000,000 for bodily injuries and / or damages to any one person, and \$1,000,000 for total bodily injuries and / or damages arising from any one accident.
- A professional liability insurance policy covering personnel of the Consultant while performing services under this Agreement in the following amounts: Errors and omissions \$300,000 per occurrence and \$1,000,000 in total for any individual occurrence.
- Workers Compensation Insurance and employer’s liability as required by law including all states endorsement in an amount of \$100,000 for each occurrence.

Prior to the effective date of the Agreement, the Consultant will furnish the City with certificates of insurance as proof of insurance for general Liability and Auto Liability.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the City.

14. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of the Agreement will govern all Project Assignments and services undertaken by Consultant for CITY OF MAPLEWOOD. The Agreement will govern all Project Assignments and services undertaken by Consultant for CITY OF MAPLEWOOD. The Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

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

CITY OF MAPLEWOOD
 1830 County Road B East
 Maplewood, MN 55109

Kare 11/Gannet,
 c/o Leah McClarnon
 8811 Olson Memorial Hwy.
 Minneapolis Mn. 55427
 Phone 763-797-727

Date

Date

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: June 6, 2012
RE: Approval of Agreement with Pyrotechnic Display, Inc. for July 4th Fireworks

Introduction

As you are aware staff is preparing for the Light it Up July 4th celebration that will be held at Hazelwood Park on July 4th. Light it Up, will be replacing the annual Taste of Maplewood event generally held in August.

In prior years, the city has had an agreement with Pyrotechnic Display (formerly known as Melrose Pyrotechnics) and staff has very been pleased with the quality and quantity of the show and specifically the crew responsible for all aspects of preparing for and presenting the show. Fire Marshall Gervais has stated that he has been impressed with the professionalism of their staff and the safety precautions that they implement.

Staff is requesting approval of the contract in the amount of \$15,000 for the fireworks display. In the event of inclement weather the event will be rescheduled at a future date. The proper insurance has been obtained from Pyrotechnic Display, Inc. and arrangements will be made for Fire Marshall Gervais to meet with their staff to perform the required inspections.

Budget Impact

Funds that have been allocated for the Taste of Maplewood and Friends event will be used for payment of the fireworks.

Recommendation

It is recommended that council approve payment of \$15,000 for the fireworks display to Pyrotechnic Display for the Taste of Maplewood July 4th celebration at Hazelwood Park.

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MEMORANDUM

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: Solid Waste Management Ordinance and Standards – Second Reading
DATE: June 6, 2012, for the June 11 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.

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.

May 7, 2012, the City Council reviewed the SWMO and Standards during a workshop.

May 11, 2012, the City Council approved the first reading of the SWMO.

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)

Schedule

After approval of the second reading of the SWMO, staff will prepare a summary ordinance for publication as well as a resolution which authorizes trash hauling licensing fees. The summary ordinance and resolution will be reviewed and approved by the City Council on June 25.

RECOMMENDATION

Adopt the second 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 authorizes the Solid Waste Management Standards (Attachment 2).

Attachment:

1. Solid Waste Management Ordinance
2. Solid Waste Management Standards

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 in its entirety (except Section 30-7 as noted hereafter) and replaces it with a new ordinance. This ordinance moves Section 30-7 of the existing Solid Waste Management Ordinance dealing with portable on-demand storage units to Chapter 18 (Environment) of the City Code.

Section 1. This section moves portions of the Solid Waste Management Ordinance dealing with portable on-demand storage units from Chapter 30, Section 7(h) to Chapter 18 (Environment), Article II (Nuisances), Section 18-33 (Nuisances Affecting Peace and Safety) at subsection (25).

(25) 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 (Multiple Family and Commercial)

Sec. 30-51	Collection and disposal of commercial garbage.
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 (Generally)

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, section 115A.94 to provide residential garbage collection and disposal services in the city. The city-contracted garbage hauler is the sole garbage hauler for single family 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-contracted recyclables hauler means the hauler(s) contracted by the city to provide collection of designated recyclables in the city for single and multiple family residential properties in the city.

City-provided garbage carts are the wheeled containers for residential garbage in the city 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 and/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 recyclables 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 as 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.

Resident means the person(s) living in a residential dwelling unit.

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 licensed/permitted mixed municipal solid waste facility. 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 unless exempted by the city.

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.

Source-separated compostable materials has the meaning set forth in Minnesota Statutes, section 115A.03, subdivision 32(a) 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, prunings, shrub and small tree branches as defined by the City of Maplewood Solid Waste Standards, generated at residential or commercial properties.

Sec. 30-3 – Source Separation Required

All residents and commercial property shall separate all designated 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, processing 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 waste, 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 with the times outlined in the city's contract for garbage collection, Monday through Saturday. Collection of residential and multiple-family dwelling units' 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 their property in the city at least once a week or more often as directed by the city manager unless given special permission as per Sections 30-41 (d) and (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.
- (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 hauling recyclables or garbage and/or yard waste 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, litter, yard waste or liquids from truck operations occurs during the collection and transportation of garbage, designated recyclables, bulky waste, yard wastes 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 – Exceptions for Storm Clean-Up or Other Emergency Circumstances

The City Manager shall have the authority to grant temporary exceptions to the requirements in this ordinance and in the standards for purposes of efficient solid waste management during storm clean-up events or other emergency circumstances. Any such exceptions shall be immediately executed in writing and shall have specific sunset dates specified.

Article II – Recycling Requirements (Residential, Multiple-Family, Commercial)

Sec. 30-21 - Collection and Processing of Residential Recyclables

- (a) Designated recyclables 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 the 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 designated recyclables 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 the City of Maplewood Solid Waste Management 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-contracted recyclables hauler 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

- (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, attraction of unwanted wildlife, or unsightliness. Compost piles must be placed at least five (5) feet from rear- and side-yard property lines and shall not be placed in a front yard. Residents must follow composting operation guidelines 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 shrubs, tree limbs, stumps and roots must be transported to a properly permitted and licensed yard waste transfer, composting, or processing facility. The City of Maplewood Solid Waste Management Standards may allow for exceptions if a tree service provides for on-site chipping to produce a suitable mulch product.

Sec 30-24 - Collection of Source-Separated Compostable Materials

Sections 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-up service as provided by the 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 the 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 (10) 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 the City of Maplewood Solid Waste Management Standards.
- (b) Upon resident request, the city-contracted garbage hauler must collect and properly dispose of appliances or other bulky waste in accordance with Sec. 30-62(e).

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.

Sec. 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 Regional 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 Regional Water Authority or the appropriate cities shall make good-faith efforts to collect all amounts due, including use of a collection agency.
- (c) Delinquent accounts shall be defined as those residents who have not paid and are over three (3) months past due.
- (d) If the amount continues to be delinquent past the three (3) months 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.

Sections 30-46 – 30-50 Reserved

Article IV - Solid Waste Requirements (Multiple Family and Commercial)

Sec. 30-51 – Collection and Disposal of Commercial Garbage

- (a) The owner, operator or manager of any firm or corporation shall have a 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 service, at their application and with the city's approval.

Sections 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, designated recyclables, or other solid waste in the city from any residential, multiple-family, or commercial property without having first secured a license from the city 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, such as bulky waste removal, within two (2) 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 (Residential and Multiple Family)

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.

Sections 30-70 – 30-75. Reserved

Article VI – Disposal Sites (Generally)

Sec. 30-76 - Unlawful Deposit of Garbage and Other Substances

- (a) No manure or pet feces, garbage, or other waste which may be detrimental to health, shall be deposited at any place within the city limits, except in accordance with Section 30-23 and Section 30-24, relating to composting and source separated compostable materials.
- (b) No unauthorized landfill (or dump) for garbage materials and other solid waste shall be operated within the city by any person

Sections 30-77 – 30-105 Reserved

**ORDINANCE AMENDMENT EXECUTION:
SIGNATURES OF CITY OFFICERS**

The city council approved the first reading of this ordinance on May 14, 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)**

June 11, 2012

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



Contents

Introduction.....	1
Section 1. Definitions	2
Section 2. Residential Recycling Program	5
Section 3. Multiple-Family Recycling Program.....	6
Section 4. Residential Garbage Cart Standards.....	8
Section 5. Residential Garbage Cart Collection by Garbage Hauler and Storage of Carts	9
Section 6. Maintenance of Wheeled Residential Garbage Carts	10
Section 7. Multiple-Family Solid Waste Standards.....	11
Section 8. Collection and Composting of Tree and Shrub Waste, Other Yard Waste, and Source Separated Compostable Materials	12
Section 9. Bulky Waste, Large Appliances and Electronic Waste	12
Section 10. Home Owner Associations	13
Section 11. Commercial Solid Waste Standards	13
Section 12. Delinquent Accounts.....	15
Section 13. Resolution of Disputes.....	15
Section 14. Reserved for Standard on Household Hazardous Waste....	16

Appendix A - Permission for Another Person
to Use Garbage Service 18

Attachment 1 to Appendix A - Permission for Another
Person to Use Garbage Service..... 20

Appendix B - Request for Every Other Week Garbage Removal 21

Appendix C - Request for Temporary Exemption from
City-Contractor Provided Garbage Removal 22

Appendix D Request for Walk up Service 23

Appendix E Home Owners' Association Request to Opt In..... 24

Appendix F Recycling Reporting Form for Multiple-Family
Dwellings That Do Not Use the City-Contracted
Recycling Hauler 25

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:

- ❖ Achieve a reduction in waste generated.
- ❖ Encourage the separation and recovery of materials and energy from waste.
- ❖ Ensure the protection of public health and safety and promote city cleanliness and livability.
- ❖ Promote best management practices in solid waste management to protect air quality, water quality, and natural resources.
- ❖ Be consistent with the requirements of the State statutes, State rules and Ramsey County ordinances, and with State and Ramsey County solid waste plans.
- ❖ Provide high quality solid waste and recycling services in the most cost-effective manner possible.
- ❖ 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. The city manager's authority for adopting or amending these standards comes from the city's SWMO Chapter 30, sections 30-1 and 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, section 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-contracted recyclables hauler means the hauler(s) contracted by the city to provide collection of designated recyclables in the city for single and multiple family residential properties in the city.

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 recyclables in the city recycling program in the Section 2.2 of these 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 unless exempted by the city.

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, section 115A.03, subdivision 32(a) 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, prunings, shrub and small tree

branches as defined by the City of Maplewood Solid Waste Standards, generated at residential or commercial properties.

Section 2. Residential Recycling Program

- 2.1 All residents are required to separate and recycle all designated 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 (consistent with 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:** Beverage, 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:** Items 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 city contracted 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 designated recyclables 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 F 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 3.6, 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. Items prohibited from disposal with garbage in the carts include, but may not be limited to: designated recyclables, tree and shrub waste, other yard waste, construction and demolition debris, automotive parts or fluids, electronic waste, or household hazardous waste.
 - (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 Appendix A.

- (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 Garbage 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 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. Approval or denial of the request shall be at the sole discretion of the city. Discontinuation of service for a temporary vacancy due to an extended vacation 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, and at least three feet from recycling containers, 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, 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 rodent 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 into the city-contracted garbage service.

Section 8. Collection and Composting of Tree and Shrub Waste, Other Yard Waste, and Source Separated Compostable Materials

- 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) Collected by an independent lawn service separate from the city-contracted garbage hauler.
 - (d) Taken by the resident or property owner to an approved county or private yard waste drop-off or transfer facility.
 - (e) 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. Exceptions to this requirement are allowed if a tree service provides for on-site chipping to produce a suitable mulch product. Such on-site chipping and mulch depositing must be prior approved by the resident or property owner.
- 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 (2) 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 designated recyclables, bulky 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 Delinquent accounts shall be defined as those residents who have not paid and are over three (3) months past due.

12.4 If the amount continues to be delinquent past the three (3) months 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.

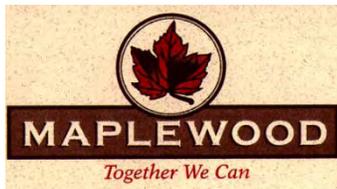
Section 14. Reserved for Standard on Household Hazardous
Waste



APPLICATION AND REPORTING FORMS

Appendix A

REQUEST FOR EXEMPTION FROM THE MAPLEWOOD TRASH PLAN (PERMANENT OPT OUT FORM)



COMMUNITY DEVELOPMENT

1830 County Road B East
Maplewood, MN 55109
Phone (651) 249-2300
Fax (651) 249-2319

Date Received:	_____
Receipt No.	_____
Approved:	_____
Denied:	_____

For Office Use Only

Request for Exemption from the Maplewood Trash Plan

(\$35.00 one-time application fee required. Fee covers administrative costs involved with verifying that property owners have an environmentally responsible method of disposing of their garbage. Checks can be made out to the City of Maplewood.)

Exemptions from service by the city-contracted hauler (Maplewood Trash Plan) shall only occur in accordance with the Maplewood Solid Waste Management Ordinance, Chapter 30. The ordinance states that the city has sole discretion in allowing an exemption if it is verified that a property owner has an environmentally responsible method of disposing of their garbage. Examples include:

- *Written permission to dispose of garbage in a neighbor's or family member's garbage cart (shared service).*
- *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.)*
- *Self hauling garbage to a state permitted solid waste facility.*

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: _____

Telephone Number: _____ Email: _____

Name of property owner (if different than person requesting exemption):

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 - Permission for Another Person to Use Garbage Service.)

2. **Garbage will be self-hauled:**

a. **Haul to a transfer station or processing facility.**

Name of transfer station or processing facility: _____

Address: _____

Telephone Number: _____ Email: _____

State solid waste permit number _____

(Include a receipt from recent self haul to a transfer station or processing facility.)

b. **Haul to a business you own or work that has licensed garbage hauling.**

Name of business: _____

Address: _____

The owner of the business to which garbage will be hauled: _____

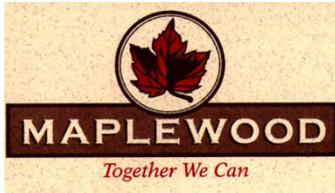
(If the facility is not a business owned or operated by the requester, original signed permission from the person owning or operating the facility is required using Attachment 1 - Permission for Another Person to Use Garbage Service.)

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 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.

Attachment 1 of Appendix A
Permission for Another Person to Use Garbage Service



COMMUNITY DEVELOPMENT
1830 County Road B East
Maplewood, MN 55109
Phone (651) 249-2300
Fax (651) 249-2319

Date Received:	_____
Receipt No.	_____
Approved:	_____
Denied:	_____

Permission for Another Person to Use Garbage Service

Attachment 1 to Request for Exemption from the Maplewood Trash Plan

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)



COMMUNITY DEVELOPMENT
1830 County Road B East
Maplewood, MN 55109
Phone (651) 249-2300
Fax (651) 249-2319

Date Received:	_____
Approved:	_____
Denied:	_____

For Office Use Only

Maplewood Trash Plan
Request for Every Other Week Garbage Removal (20 Gallon Garbage Cart Only)

Every other week garbage removal: collection of garbage by the city-contracted garbage hauler 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 for the 20 gallon garbage cart only. Cost for this service level is \$6.83 per month (includes garbage collection and all taxes and fees).

Address of property for which every other week garbage removal is requested:

Name of person requesting every other week garbage removal: _____

Telephone number: _____ Email: _____

Name of property owner: _____

Address of property owner (if different than address for which exception is requested):

Current garbage service level:

Cart size: 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 every other week service is made. Evidence of improper garbage or waste storage, collection or disposal shall be reason to immediately require every week garbage pickup.

Appendix C
Request for Temporary Exemption
from City-Contractor Provided Garbage Removal



COMMUNITY DEVELOPMENT
1830 County Road B East
Maplewood, MN 55109
Phone (651) 249-2300
Fax (651) 249-2319

Date Received:	_____
Approved:	_____
Denied:	_____

For Office Use Only

**Maplewood Trash Plan
Request for Temporary Exemption (Temporarily Opt Out)**

Temporary Exemption: If temporary discontinuation of garbage service is desired by the customer due to a vacant property, such service discontinuation may be applied for by using this form. Discontinuation of service for short or long-term vacations shall be arranged between the customer and the city-contracted hauler.

Address of property for which temporary exemption is requested:

Name of person requesting exemption: _____

Telephone number: _____ Email: _____

Name of property owner (if different than person requesting exemption): _____

Address of Property Owner (if different than address for which exception is requested):

Reason for temporary exemption request:

1. **Temporary due to extended vacancy of property (must be a minimum of two months).**

Dates of vacancy: _____

Reason for vacancy: _____

2. **Permanent vacancy of property (e.g. before demolition)**

Date of demolition: _____

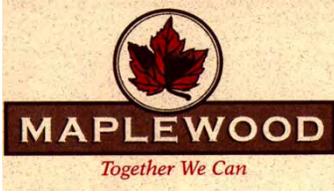
Estimated date of new property: _____

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 temporary 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



COMMUNITY DEVELOPMENT
1830 County Road B East
Maplewood, MN 55109
Phone (651) 249-2300
Fax (651) 249-2319

Date Received:	_____
Approved:	_____
Denied:	_____

For Office Use Only

**Maplewood Trash Plan
Request for Walk Up Service**

Walk up Service: Residents that have physical challenges or other special needs may request Walk up Service. Walk up Service will allow the customer to keep the garbage cart near the garage on collection days for "walk up" 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.

Address of property for which Walk up Service location is requested:

Name of person requesting Walk Up Service: _____

Phone number: _____ Email: _____

Name of property owner: _____

Address of property owner (if different than address for which Walk up Service is requested):

Current garbage service level:

Cart size: 20 gallon 35 gallon 65 gallon 95 gallon other _____

Reason for Walk up Service request:

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



COMMUNITY DEVELOPMENT

1830 County Road B East
Maplewood, MN 55109
Phone (651) 249-2300
Fax (651) 249-2319

Date Received: _____
Receipt No. _____
Approved: _____
Denied: _____

For Office Use Only

Homeowner's Association Request to Opt-In to the Maplewood Trash Plan

All single family residential homes (one to four units) are included in the Maplewood Trash Plan. Townhomes and manufactured homes with an existing garbage hauling contract are exempt, but may opt into the Maplewood Trash Plan at any time. Following are the requirements for opting into the plan:

- Once a townhome or manufactured home opts into the Maplewood Trash Plan, the association must continue to have city-contracted garbage services (cannot opt out).
Associations may choose one garbage cart size for all residents within the association, or allow each resident to choose a size individually.
The city-contracted garbage hauler will bill the association for the garbage service, unless other arrangements are made by the association and the city-contracted garbage hauler.
Size and cost per garbage cart and service level (prices listed are per household, per month and include taxes and fees):
20 gallon cart (holds approximately two 13 gallon garbage bags) - \$9.31
32 gallon cart (holds approximately three 13 gallon garbage bags) - \$10.63
65 gallon cart (holds approximately five 13 gallon garbage bags) - \$11.93
95 gallon cart (holds approximately eight 13 gallon garbage bags) - \$13.39

Name of homeowner's association: _____

Current garbage service level at most residences:

- 35 gallon wheeled cart 65 gallon wheeled cart 95 gallon wheeled cart Group (shared) dumpsters

Billing Address of Association: _____

Name of Person Requesting Service: _____ Title: _____

Telephone number: _____ E-mail: _____

Addresses of properties in association (use separate sheet of paper if necessary):

Table with 4 columns: Address, Cart Size, Address, Cart Size. Multiple rows for listing properties.

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.

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: _____

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Ordinance Amendment Regarding Variances for Metal Storage Buildings, Section 12-5 (d)**
DATE: May 3, 2012

INTRODUCTION

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

Staff will be presenting various ordinance amendments to the planning commission and city council where the city's ordinance language references the former variance findings.

Request

Amendment of the Metal Storage Building Ordinance as it relates to the granting of variances.

BACKGROUND

Previous Variance Criteria from State Statute

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

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

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

Revised Variance Criteria from State Statute

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

- (1) In harmony with the general purposes and intent of the official control;

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

DISCUSSION

The variance criteria in the Metal Storage Building Ordinance lists the old statutory findings for approving a variance. The city council should revise this with the new variance findings.

COMMISSION ACTION

May 1, 2012: The planning commission recommended approval of this code amendment.

BUDGET IMPACT

None.

RECOMMENDATION

Adopt the resolution amending Section 12-5 (d) as it relates to granting variances to the Metal Storage Building Ordinance.

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Attachments:
Ordinance Amendment to Section 12-5

ORDINANCE NO. ____

**AN ORDINANCE AMENDMENT CONCERNING
VARIANCES TO THE METAL STORAGE BUILDING ORDINANCE**

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

Section 1. Section 12-5 (d) of the Maplewood Code of Ordinances is hereby amended as follows:

Sec. 12-5. Metal Storage Buildings.

~~(d) The city council may hear requests for variances from the literal provisions of this section when the strict enforcement of this section would cause undue hardship because of circumstances unique to the individual property under consideration and to grant such variances only when it is demonstrated that such actions will be in keeping with the spirit and intent of the section. The term "undue hardship," as used in connection with the granting of a variance, means the property in question cannot be put to a reasonable use if used under the conditions allowed by the official controls, and the plight of the landowner is due to circumstances unique to his property, not created by the landowner, and variance from this section, if granted, will not alter the essential character of the locality.~~

(d) The city council may grant variances to the requirements of this section. All variances must follow the requirements provided in Minnesota State Statutes.

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

The Maplewood City Council approved this ordinance revision on _____.

Mayor

Attest:

City Clerk

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
SUBJECT: **Ordinance Amendment Regarding Variances for Commercial Use
Antennas and Towers, Section 44-1334**
DATE: May 3, 2012

INTRODUCTION

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

Staff will be presenting various ordinance amendments to the planning commission and city council where the city's ordinance language references the former variance findings.

Request

Amendment of the Commercial Use Antennas and Towers Ordinance as it relates to the granting of variances.

BACKGROUND

Previous Variance Criteria from State Statute

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

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

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

Revised Variance Criteria from State Statute

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

- (1) In harmony with the general purposes and intent of the official control;

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

DISCUSSION

The variance criteria in the Commercial Use Antennas and Towers Ordinance gives the findings the city council must make to approve variances from this ordinance. The existing wording bases variance approval on the old statutory findings for variance approval. The city council should revise this wording with the new variance findings.

The only existing finding for approval that is different from the former statutory findings is #5 which requires that, "the proposed variance is the minimum variance that will afford relief from the standards of this code." This requirement is "a given," so to speak. When considering any variance, the city would wish to consider only the minimal amount of variance needed for a given situation. Staff recommends deleting that provision, however, it does no harm if it were to remain as a finding for approval.

COMMISSION ACTIONS

May 1, 2012: The planning commission recommended approval to the proposed ordinance amendment.

BUDGET IMPACT

None.

RECOMMENDATION

Adopt the resolution amending Section 44-1334 as it relates to granting variances to the Commercial Use Antennas and Towers Ordinance.

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Attachment:
Ordinance Amendment to Section 44-1334

ORDINANCE NO. ____

**AN ORDINANCE AMENDMENT CONCERNING
VARIANCES TO THE COMMERCIAL USE ANTENNAS
AND TOWERS ORDINANCE**

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

Section 1. Section 44-1334 of the Maplewood Code of Ordinances is hereby amended as follows:

Sec. 44-1334. Variances.

~~(a)~~ The city council may grant variances to the requirements of this article. All variances must follow the requirements provided in Minnesota State Statutes, Minn. Stats.ch 462. ~~For variances regarding antennas and towers, the applicant must show the city the following:~~

~~(1) There are unique circumstances or characteristics peculiar to the property and this article would inflict undue hardship on the property owner or applicant.~~

~~(2) The property cannot be developed or put to a reasonable use by strictly conforming with this code.~~

~~(3) The applicant or property owner did not create or cause the hardship.~~

~~(4) The proposed variance will not alter the essential character of the area or the zoning district.~~

~~(5) The proposed variance is the minimum variance that will afford relief from the standards of this code.~~

~~(6) The variance would be in keeping with the spirit and intent of this article.~~

(b) The applicant for a variance ~~for an antenna or tower-related matter~~ shall submit, with the variance application and any other required materials, a statement showing how the proposal would meet the findings for variance approval. ~~the findings in subsection (a) of this section.~~

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

The Maplewood City Council approved this ordinance revision on _____.

Mayor

Attest:

City Clerk

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AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steven Love, Assistant City Engineer
 Jon Jarosch, Civil Engineer I
SUBJECT: **Bartelmy-Meyer Area Street Improvements, Project 11-14, Resolution Adopting Revised Assessment Roll**
DATE: May 21, 2012

INTRODUCTION

On May 14, 2012 the Bartelmy-Meyer Area Street Improvements, City Project 11-14 assessment hearing was held and objections were received. Recommendations for action on each of the objections are provided for Council approval in considering adopting the final roll.

BACKGROUND / DISCUSSION

The proposed assessments for the Bartelmy-Meyer Area Street Improvements were submitted to the City Council for adoption at the May 14, 2012 meeting.

Residents were provided with the required advanced notice of assessment hearing. Residents were required to file a written notice if they objected to the assessment amount. Ten (10) property owners provided written objections as follows:

Objections:

1. 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.
2. 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.
3. 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.
4. Parcel 25-29-22-31-0031 – Gethsemene Lutheran Church; 2410 Stillwater Road
It is currently proposed that the property be assessed for 234.37 feet of frontage. The owner is objecting to the assessment on the basis that the assessment is inconsistent with the lease agreement between the City and Gethsemene. The owner is also objecting on the basis that the assessment amount is greater than the benefit to the property.

5. Parcel 25-29-22-31-0034 – Gethsemane Lutheran Church; 0 Bartelmy Lane
It is currently proposed that the property be assessed for 703.63 feet of frontage. The owner is objecting to the assessment on the basis that the assessment is inconsistent with the lease agreement between the City and Gethsemane. The owner is also objecting on the basis that the assessment amount is greater than the benefit to the property.
6. Parcel 25-29-22-34-0092 – Kathleen P. Baldwin; 765 Meyer Street
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a senior citizen deferral.
7. Parcel 25-29-22-31-0022 – Shelagh Stoerzinger; 868 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 amount is greater than the benefit to the property. The owner requests a revision of assessment.
8. Parcel 25-29-22-34-0099 – Riaz Islam; 740 Meyer Street
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a revision of assessment. The owner is also requesting a copy of the special benefit appraisal report.
9. Parcel 25-29-22-34-0097 – William Mensen; 2391 Minnehaha Avenue E.
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a revision of assessment.
10. Parcel 25-29-22-34-0070 – Billy K. Johnson; 819 Meyer Street
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. The owner requests a financial hardship or disability deferral.

Recommended Adjustments

The staff reviewed the requests and granted all financial hardship, senior citizen, and undeveloped property deferrals upon approval of proper paperwork. However, staff is recommending denial of all requests for cancellation or revision of assessments, except for the Union Cemetery property (0 Minnehaha Avenue). Cancellation is recommended in that case pursuant to Minnesota Statute 306.14.

The recommendations are based on the benefit appraisals which support the proposed assessments. In addition, the recommendations are consistent with the City's Assessment Policy. If council chooses to adopt the staff recommendation and a property owner disagrees with the action, there is an opportunity to work with the City Attorney in addition to appealing to the City and District Court.

The following are recommended adjustments by staff to the assessment roll:

1. 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. Staff recommendation is to **grant** a cancellation of assessment upon approval of necessary paperwork.
2. 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. Staff recommendation is to **grant** a financial hardship deferral (15 year) upon approval of necessary paperwork. After the 15 year deferral time period the assessment

would become due in total with interest. 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.

3. 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 recommendation is to **grant** a senior citizen deferral (15 year) upon approval of necessary paperwork. After the 15 year deferral time period the assessment would become due in total with interest.
4. Parcel 25-29-22-31-0031 – Gethsemane Lutheran Church; 2410 Stillwater Road
It is currently proposed that the property be assessed for 234.37 feet of frontage. The owner is objecting to the assessment on the basis that the assessment amount is greater than the benefit to the property. 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.
5. Parcel 25-29-22-31-0034 – Gethsemane Lutheran Church; 0 Bartelmy Lane
It is currently proposed that the property be assessed for 703.63 feet of frontage. The owner is objecting to the assessment on the basis that the assessment is inconsistent with the lease agreement between the City and Gethsemane. The owner is also objecting on the basis that the assessment amount is greater than the benefit to the property. Staff feels that the assessment is not in conflict with the lease agreement and recommends **granting** an undeveloped property deferral (8 years) 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 property is developed the assessment would become active.
6. Parcel 25-29-22-34-0092 – Kathleen P. Baldwin; 765 Meyer Street
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a senior citizen deferral. Staff recommendation is to **grant** a senior citizen deferral (15 year) upon approval of necessary paperwork. After the 15 year deferral time period the assessment would become due in total with interest.
7. Parcel 25-29-22-31-0022 – Shelagh Stoerzinger; 868 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 amount is greater than the benefit to the property. The owner requests a revision of assessment. 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.
8. Parcel 25-29-22-34-0099 – Riaz Islam; 740 Meyer Street
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a revision of assessment. The owner is also requesting a copy of the special benefit appraisal report. 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. Mr. Islam needs to request this information through the City Attorney.
9. Parcel 25-29-22-34-0097 – William Mensen; 2391 Minnehaha Avenue E.
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a revision of assessment. 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.

10. Parcel 25-29-22-34-0070 – Billy K. Johnson; 819 Meyer Street

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. The owner requests a financial hardship or disability deferral. Staff recommendation is to **grant** a financial hardship/disability deferral (15 year) upon approval of necessary paperwork. After the 15 year deferral time period the assessment would become due in total with interest.

BUDGET

The project budget will not be affected by approving the recommendations above.

RECOMMENDATION

Staff recommends that the City Council approve the attached Resolution for Adopting Revised Assessment Roll for the Bartelmy-Meyer Area Street Improvements, Project 11-14. It is further recommended that the City Attorney work with the property owners to resolve any outstanding concerns.

Attachments:

1. Resolution: Adopting Revised Assessment Roll
2. Assessment Roll
3. Location Map
4. Assessment objections

RESOLUTION ADOPTING REVISED ASSESSMENT ROLL

WHEREAS, pursuant to a resolution adopted by the City Council on May 14, 2012, the assessment roll for the Bartelmy-Meyer Area Street Improvements, City Project 11-14, was presented in a Public Hearing format, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, ten (10) property owners filed objections to their assessments according to the requirements of Minnesota Statutes, Chapter 429, summarized as follows:

1. 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.
2. 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.
3. 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.
4. Parcel 25-29-22-31-0031 – Gethsemane Lutheran Church; 2410 Stillwater Road
It is currently proposed that the property be assessed for 234.37 feet of frontage. The owner is objecting to the assessment on the basis that the assessment is inconsistent with the lease agreement between the City and Gethsemane. The owner is also objecting on the basis that the assessment amount is greater than the benefit to the property.
5. Parcel 25-29-22-31-0034 – Gethsemane Lutheran Church; 0 Bartelmy Lane
It is currently proposed that the property be assessed for 703.63 feet of frontage. The owner is objecting to the assessment on the basis that the assessment is inconsistent with the lease agreement between the City and Gethsemane. The owner is also objecting on the basis that the assessment amount is greater than the benefit to the property.
6. Parcel 25-29-22-34-0092 – Kathleen P. Baldwin; 765 Meyer Street
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a senior citizen deferral.
7. Parcel 25-29-22-31-0022 – Shelagh Stoerzinger; 868 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 amount is greater than the benefit to the property. The owner requests a revision of assessment.
8. Parcel 25-29-22-34-0099 – Riaz Islam; 740 Meyer Street
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a revision of assessment. The owner is also requesting a copy of the special benefit appraisal report.
9. Parcel 25-29-22-34-0097 – William Mensen; 2391 Minnehaha Avenue E.
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a revision of assessment.
10. Parcel 25-29-22-34-0070 – Billy K. Johnson; 819 Meyer Street
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. The owner requests a financial hardship or disability deferral.

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 Bartelmy-Meyer Area Street Improvements, City Project 11-14:
1. 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. Staff recommendation is to grant a cancellation of assessment upon approval of necessary paperwork.
 2. 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. 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. 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.
 3. 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 recommendation is to grant a senior citizen deferral (8 year) upon approval of necessary paperwork. After the 8 year deferral time period the assessment would become due in total with interest.
 4. Parcel 25-29-22-31-0031 – Gethsemane Lutheran Church; 2410 Stillwater Road
It is currently proposed that the property be assessed for 234.37 feet of frontage. The owner is objecting to the assessment on the basis that the assessment amount is greater than the benefit to the property. 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.
 5. Parcel 25-29-22-31-0034 – Gethsemane Lutheran Church; 0 Bartelmy Lane
It is currently proposed that the property be assessed for 703.63 feet of frontage. The owner is objecting to the assessment on the basis that the assessment is inconsistent with the lease agreement between the City and Gethsemane. The owner is also objecting on the basis that the assessment amount is greater than the benefit to the property. Staff feels that the assessment is not in conflict with the lease agreement and is recommending granting an undeveloped property deferral (8 years) 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 property is developed the assessment would become active.
 6. Parcel 25-29-22-34-0092 – Kathleen P. Baldwin; 765 Meyer Street
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a senior citizen deferral. Staff recommendation is to grant a senior citizen 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 25-29-22-31-0022 – Shelagh Stoerzinger; 868 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 amount is greater than the benefit to the property. The owner requests a revision of assessment. 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.

8. Parcel 25-29-22-34-0099 – Riaz Islam; 740 Meyer Street
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a revision of assessment. The owner is also requesting a copy of the special benefit appraisal report. 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. Mr. Islam needs to request this information through the City Attorney.
 9. Parcel 25-29-22-34-0097 – William Mensen; 2391 Minnehaha Avenue E.
It is currently proposed that the property be assessed for 1 residential unit. The owner is requesting a revision of assessment. 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.
 10. Parcel 25-29-22-34-0070 – Billy K. Johnson; 819 Meyer Street
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. The owner requests a financial hardship or disability deferral. 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.
- B. The assessment roll for the Bartelmy-Meyer Area Street Improvements, City Project 11-14, 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 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.
 - 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 11th day of June 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

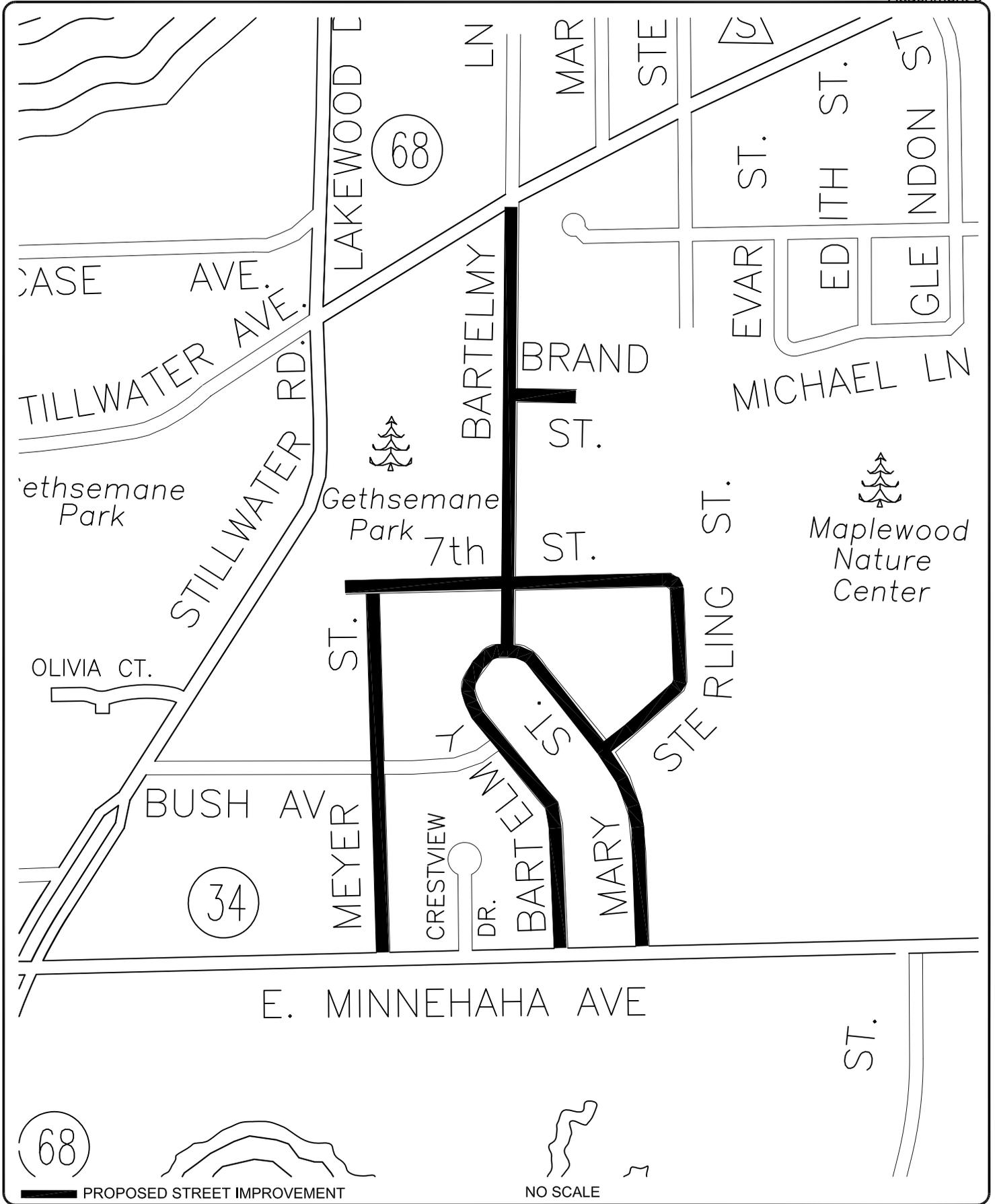
Parcel ID	Taxpayer	Street Number	Street	Comm. L.F.	Residential Unit	Assessment Rate (per unit or L.F)	Total Assessment
252922340094	EVVA KELCHER	747	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340098	TODD KOFSKI	750	MEYER ST N		1	\$6,100.00	\$6,100.00
252922340093	TIMOTHY J SAMOLYTZ	755	MEYER ST N		1	\$6,100.00	\$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



Capital Improvement Project for 2012

Bartelmy Meyer Area Streets
City Project 11-14



ASSESSMENT HEARING OBJECTION FORM

Bartelmy - Meyer Street IMPROVEMENTS

CITY PROJECT 11-14

Address of assessed parcel 2505 E. Minnehaha Ave.

Property identification number: 25 - 29 - 22 - 43 - 0002
(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 5 517 E. Wisconsin Ave. Milwaukee, Wis. 53202 8 Federal Building and U. S. Courthouse 316 Robert St., St. Paul, Minn. 55101
2 17 N. Dearborn St., Chicago, Ill. 60602 6 15th and Dodge Sts., Omaha, Neb. 68102 9 325 W. Adams St., Springfield, Ill. 62704
3 210 Walnut St., Des Moines, Iowa, 50309 7 1114 Market St., St. Louis, Mo. 63101

Address any reply to DISTRICT DIRECTOR at office No. 8

Department of the Treasury

District Director
Internal Revenue Service



Date: February 18, 1975 In reply refer to Mrs. Labey 725-7344
StP:EO:75-221 DBL:ag

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

Internal Revenue Code: Section 501(c.) (13)
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 on or more employees at any time in each of 20 calendar weeks or pay wages of \$1,500 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)

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

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 prescription 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 April 28, 2012
Signature Date

784 Mary St, N
Address of Property Owner

55119 (401) 120-1100
Zip Telephone



3:50 Edna Spangler

May 14, 2012

VIA FAX (651) 249-2009,
EMAIL (Karen.Guilfoile@ci.maplewood.mn.us)
AND HAND DELIVERY

City Clerk
City of Maplewood
1830 County Road B East
Maplewood, MN 55109

**Re: Objection to Assessment for City Public Improvement
Project No. 11-14; Bartelmy-Meyer Area Street Improvements
(the "Project") by Gethsemane Lutheran Church
Regarding Two Parcels Owned by Gethsemane Lutheran Church
Being Referred to by PIN #252922310031 (being Tract A of RLS 582)
and PIN #252922310034 (being part of Tract B, RLS 582)**

Dear City Clerk:

Gethsemane Lutheran Church hereby objects to the special assessments that the City of Maplewood proposes to levy against its above-referenced property as set forth in the Notice of Assessment Hearing and accompanying two Statements of Assessment we received regarding the above-referenced City Public Improvement Project 11-14. This objection is hereby filed with the municipal clerk of the City of Maplewood and is presented to the presiding officer at the City Council hearing scheduled to occur at 7:00 o'clock p.m. on Monday, May 14, 2012.

Gethsemane Lutheran Church objects to the proposed special assessments against its property and respectfully requests the City not adopt or impose the assessments against its property. Our objection is based in part upon the fact that the levy of such assessments would be wholly inconsistent with the long-standing leasing arrangements between the City and Gethsemane Lutheran Church. In addition, we do not believe there is any special benefit to the Gethsemane property from the proposed improvements and, to the extent there is a benefit, the amount of the assessments clearly will exceed any increase in value of the Gethsemane parcels derived from the proposed improvements. Moreover, while we do not presently have the benefit of the City's assessment calculations, analysis and documentation, we believe that the proposed assessments have not been equitably allocated and are inconsistent with city assessment policy and statutory requirements.

City Clerk
City of Maplewood
May 14, 2012
Page 2

To the extent the City Council is unwilling to eliminate the proposed assessments against the Gethsemane Lutheran Church property at the May 14 hearing, Gethsemane Lutheran Church requests that the City Council adjourn the hearing as to its property to a future date in order to permit time for the parties to discuss, and hopefully resolve, these objections.

Very truly yours,

Gethsemane Lutheran Church

By Rev Timothy Thompson
Its Church Administrator

cc: Mayor Will Rossbach (Via email will.rossbach@ci.maplewood.mn.us)
City Manager (Via email jim.antonen@ci.maplewood.mn.us)

ASSESSMENT HEARING OBJECTION FORM

Bartelmy-Meyer IMPROVEMENTS

CITY PROJECT 11-14

Address of assessed parcel 765 Meyer St. North

Property identification number: 25-29-22340092
(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:

Kathleen P. Baldwin Kathleen P. Baldwin 5/14/12
 Print Name Signature Date

765 Meyer Street North (551)9 _____
 Address of Property Owner Zip Telephone

Revised April 2010

ASSESSMENT HEARING OBJECTION FORM

Bartelmy-Meyer IMPROVEMENTS

CITY PROJECT 11-14

Address of assessed parcel 868 Bartelmy Lane

Property identification number: _____
(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:

The \$6100 is too much.
Streets, sewer & water are in
place the value of the property
will not increase.

Shelagh Storz Shelagh Storz 5/14/2012
Print Name Signature Date

868 Bartelmy Lane 10011 510-101
Address of Property Owner Zip Telephone

ASSESSMENT HEARING OBJECTION FORM

Bartelmy-Meyer St. IMPROVEMENTS

CITY PROJECT 11-14

Address of assessed parcel 740 Meyer St. North,

Property identification number: _____
(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
- (11) Provide a full report (itemized cost) on assessment

Reason for the request:

(1) Sidewalk - Not sure why a sidewalk is included in the project as there is no connecting sidewalk along Minnehaha, it would be a dead end sidewalk. Not benefit for Meyer St.

(11) Narrowing the street -> would not bring safety to kids or residents, I can't see the justification

Print Name
Riaz Islam

Signature
Riaz Islam

Date
5/14/10

Address of Property Owner
740 Meyer St. North
Maplewood, mn 55119

Zip
55119-3861

Telephone

Revised April 2010

ASSESSMENT HEARING OBJECTION FORM

IMPROVEMENTS

CITY PROJECT ___-___

Address of assessed parcel 2391 Minnehaha Ave E.

Property identification number: 25-29-22-34-0097
(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:

Why a sidewalk to nowhere?

Why is a narrower road safer?

Meyer St. had city water installed 22 years ago - other streets in the 60's - shouldn't our street have a lower rate.

William Mensen
Print Name

William Mensen 5-14-12
Signature Date

2391 Minnehaha Ave E.
Address of Property Owner

(55119)
Zip Telephone

AGENDA REPORT

TO: James W. Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Bid Award on Bonds – GO Improvement Bonds 2012A and GO State Aid Street Refunding Bonds 2012B**
DATE: May 29, 2012 for June 11, 2012 council meeting

BACKGROUND

On May 14, 2012, the Council gave preliminary approval for the sale of \$5,780,000 of General Obligation Improvement Bonds, Series 2012A and \$2,545,000 General Obligation State Aid Street Refunding Bonds, Series 2012B. The bids on these bonds are scheduled to be opened on Monday, June 11, 2012.

The 2012A improvement bonds were proposed 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 which 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 Fall of 2012. This portion will be paid from revenues collected in the Recycling/Trash Fund through user charges.

The 2012B crossover refunding bonds are proposed to be issued to refund GO 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.

The bid award is scheduled for 7:00 p.m. at the regular Council meeting on Monday, June 11, 2012. A recommendation regarding the bid award will be made by a representative of Springsted Incorporated. At that time, resolutions for the bonds issued will need to be adopted to award the bids. Copies of the resolutions are attached.

RECOMMENDATION

Staff recommends approval of the resolutions pending a favorable recommendation from Springsted, Incorporated.

P:\Council Files\Agendas\2012\061-bond sale 2012A 2012B unfinished

Attachments:

1. Series 2012A Resolution
2. Series 2012B Resolution

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF MAPLEWOOD, MINNESOTA

HELD: June 11, 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 called and held at the City Hall on June 11, 2012, at 7:00 P.M., for the purpose, in part, of considering proposals and awarding the competitive negotiated sale of \$5,780,000 General Obligation Bonds, Series 2012A.

The following members were present:

and the following were absent:

In accordance with the resolution adopted by the City Council on May 14, 2012, the City Clerk presented proposals on \$5,780,000 General Obligation Bonds, Series 2012A, which were received and tabulated at the offices of Springsted Incorporated on this same day:

Bidder

Interest Rate

Trust Interest Cost

SEE ATTACHED

The Council then proceeded to consider and discuss the proposals, after which member _____ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING PROPOSAL ON THE COMPETITIVE NEGOTIATED SALE
OF \$5,780,000 GENERAL OBLIGATION BONDS, SERIES 2012A, PLEDGING FOR THE
SECURITY THEREOF SPECIAL ASSESSMENTS AND LEVYING A TAX FOR THE
PAYMENT THEREOF AND PROVIDING FOR THEIR ISSUANCE

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City") has heretofore determined and declared that it is necessary and expedient to issue \$5,780,000 General Obligation Bonds, Series 2012A (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475 and:

1. Chapter 429, to finance the construction of various street improvement projects within the City (the "Improvements"), in the amount of \$_____ (the "Improvement Portion of the Bonds"). The Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all their components by general nature, estimated cost, and area to be assessed; and

2. Section 412.301 to finance the purchase of various items of capital equipment (the "Equipment"), in the amount of \$_____ (the "Equipment Portion of the Bonds"). Each item of Equipment to be financed by the Equipment Portion of the Bonds has an expected useful life at least as long as the term of the Equipment Portion of the Bonds. The principal amount of the Equipment Portion of the Bonds does not exceed one-quarter of one percent (0.25%) of the

market value of the taxable property in the City (\$ _____ times 0.25% is \$ _____); and

B. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maplewood, Minnesota, as follows:

1. Acceptance of Proposal. The proposal of _____ (the "Purchaser"), to purchase the Bonds, in accordance with the Terms of Proposal established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$ _____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The City Clerk is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders any good faith checks or drafts.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated July 1, 2012, as the date of original issue and shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014		2022	
2015		2023	
2016		2024	
2017		2025	
2018		2026	
2019		2027	
2020		2028	
2021			

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Allocation. The Improvement Portion of the Bonds, being the aggregate principal amount of \$ _____, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Improvements. The Equipment Portion of the Bonds, being the aggregate principal amount of \$ _____, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Equipment.

<u>Year</u>	<u>Improvement Portion (Amount)</u>	<u>Equipment Portion (Amount)</u>	<u>Total Amount</u>
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment moneys is the general fund of the City, or other generally available source, the prepayment may be allocated to any of the portions of debt service in such amounts as the City shall determine. If the source of a prepayment is special assessments pledged to the Improvements, the prepayment shall be allocated to the Improvement Portion of debt service.

(c) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

- (i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.
- (ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").
- (iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial

institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

- (iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.
- (v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.
- (vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating

to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

- (vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.
- (viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.
- (ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.
- (x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 5, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.
- (d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:
 - (i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.
 - (ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered

in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

(e) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Improvement Portion of the Bonds shall provide funds to finance the Improvements. The Equipment Portion of the Bonds shall provide funds to finance acquisition of the Equipment. The Improvements and Equipment are herein referred to together as the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2013, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2014		2022	
2015		2023	
2016		2024	
2017		2025	
2018		2026	
2019		2027	
2020		2028	
2021			

5. Redemption. All Bonds maturing on February 1, 2023 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2022, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the

paying agent and to each affected registered holder of the Bonds at least thirty days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY COUNTY
CITY OF MAPLEWOOD

R-_____

\$_____

GENERAL OBLIGATION BOND, SERIES 2012A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1,	July 1, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Maplewood, Ramsey County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2013, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer, acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this

Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2023, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2022, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty days prior to the date fixed for redemption.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$5,780,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on June 11, 2012 (the "Resolution"), for the purpose of providing money to finance various projects within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Bonds, Series 2012A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the

principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Maplewood, Ramsey County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Clerk, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

**BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION**

This Bond is one of the
Bonds described in the
Resolution mentioned
within.

U.S. Bank National Association
St. Paul, Minnesota,
Bond Registrar

By: _____
Authorized Signature

Registrable by: U.S. BANK NATIONAL
ASSOCIATION

Payable at: U.S. BANK NATIONAL
ASSOCIATION

CITY OF MAPLEWOOD,
RAMSEY COUNTY, MINNESOTA

/s/ Facsimile _____
Mayor

/s/ Facsimile _____
City Clerk

8. Execution; Temporary Bonds. The Bonds shall be printed (or, at the request of the Purchaser, typewritten) and shall be executed on behalf of the City by the signatures of its Mayor and City Clerk and be sealed with the seal of the City; provided, however, that the seal of the City may be a printed (or, at the request of the Purchaser, photocopied) facsimile; and provided further that both of such signatures may be printed (or, at the request of the Purchaser, photocopied) facsimiles and the corporate seal may be omitted on the Bonds as permitted by law. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. The City may elect to deliver, in lieu of printed definitive bonds, one or more typewritten temporary bonds in substantially the form set forth above, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Such temporary bonds may be executed with photocopied facsimile signatures of the Mayor and City Clerk. Such temporary bonds shall, upon the printing of the definitive bonds and the execution thereof, be exchanged therefor and canceled.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is July 1, 2012. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever

any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The City Clerk is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Bonds, Series 2012A Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. In such records there shall be established accounts or accounts shall continue to be maintained as the case may be, of the Fund for the purposes and in the amounts as follows:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, less any accrued interest and less capitalized interest. From the Construction Account there shall be paid all costs and expenses of the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes or special assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance (other than any special assessments) in the Construction Account, the balance shall be transferred to the Debt Service Account or the fund of any other improvement instituted pursuant to Minnesota Statutes Chapter 429, and provided further that any special assessments credited to the Construction Account shall only be applied toward payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.1, Subdivision 1.

(b) Debt Service Account. There shall be maintained two separate subaccounts in the Debt Service Account to be designated the "Improvements Debt Service Subaccount", and the "Equipment Debt Service Subaccount". There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) Improvements Debt Service Subaccount. To the Improvements Debt Service Subaccount there shall be credited: (A) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Construction Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Improvements and payment of the costs thereof; (B) a pro rata share of all accrued interest received upon delivery of the Bonds; (C) capitalized interest in the amount of \$_____ ; (D) any collections of all taxes herein or hereafter be levied for the payment of the Improvements Portion of the Bonds and interest thereon; (E) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (F) all investment earnings on funds held in the

Improvements Debt Service Subaccount; and (G) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvements Debt Service Subaccount. The Improvements Debt Service Subaccount shall be used solely to pay the principal and interest and any premium for redemption of the Improvement Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law

- (ii) Equipment Debt Service Subaccount. To the Equipment Debt Service Subaccount there shall be credited: (A) all taxes herein and hereafter levied for the payment of the Equipment Portion of the Bonds; (B) a pro rata share of all accrued interest received upon delivery of the Bonds; (C) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (D) all investment earnings on funds held in the Equipment Debt Service Subaccount; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Equipment Debt Service Subaccount. The Equipment Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the Equipment Portion of the Bonds.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Covenants Relating to the Improvement Portion of the Bonds.

(a) Special Assessments. It is hereby determined that no less than twenty percent of the cost to the City of each Improvement financed by the Improvement Portion of the Bonds within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefited by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement by the Improvement Portion of the Bonds unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants

and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of the special assessments, and in the event that any special assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City, either in the making of the special assessments or in the performance of any condition precedent thereto, the City will forthwith do all further acts and take all further proceedings as may be required by law to make the special assessments valid and binding liens upon the properties. The special assessments have heretofore been authorized. Subject to such adjustments as are required by the conditions in existence at the time the special assessments are levied, it is hereby determined that the special assessments shall be payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all special assessments at a rate of _____% per annum, as set forth opposite the years specified below:

<u>Improvement Designation</u>	<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
			\$_____

At the time the special assessments are in fact levied the City Council shall, based on the then current estimated collections of the special assessments, make any adjustments in any ad valorem taxes required to be levied in order to assure that the City continues to be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Improvement Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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See attached schedule

The tax levies are such that if collected in full they, together with estimated collections of special assessments and other revenues herein pledged for the payment of the Improvement Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Improvement Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the tax levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

(c) Covenants Relating to the Equipment Portion of the Bonds. To provide moneys for payment of the principal and interest on the Equipment Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Years of Tax Levy

Years of Tax Collection

Amount

See attached levy schedule
(Equipment Portion)

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Equipment Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Equipment Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Equipment Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

18. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

19. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

20. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such amendment.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Clerk of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

21. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed in the office of the County Auditor of Ramsey County, together with such other information as the County Auditor shall require, and to obtain the County Auditor's Certificate that the Bonds have been entered in the Bond Register and the tax levies required by law have been made.

22. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

23. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

24. Tax-Exempt Status of the Bonds; Rebate; Elections. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the 18-month expenditure exemption

for gross proceeds of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations. The Mayor, the Clerk or either one of them, are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

25. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2012 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2012 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

26. Governmental Bonds Post-Issuance Compliance Policies and Procedures. The City hereby approves the Governmental Bonds Post-Issuance Compliance Policies and Procedures in substantially the form presented to the City Council.

27. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

28. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member Beaton and, after a 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 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 authorizing the issuance and awarding the sale of \$5,780,000 General Obligation Bonds, Series 2012A.

WITNESS my hand on June 11, 2012.

Clerk

EXHIBIT A
PROPOSAL

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF MAPLEWOOD, MINNESOTA

HELD: June 11, 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 called and held at the City Hall on June 11, 2012, at 7:00 P.M., for the purpose, in part, of considering proposals and awarding the competitive negotiated sale of \$2,545,000 General Obligation State-Aid Road Refunding Bonds, Series 2012B.

The following members were present:

and the following were absent:

In accordance with the resolution adopted by the City Council on May 14, 2012, the City Clerk presented proposals on \$2,545,000 General Obligation State-Aid Road Refunding Bonds, Series 2012B, which were received and tabulated at the offices of Springsted Incorporated on this same day:

Bidder

Interest Rate

Trust Interest Cost

SEE ATTACHED

The Council then proceeded to consider and discuss the proposals, after which member _____ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING PROPOSAL ON THE COMPETITIVE NEGOTIATED SALE
OF \$2,545,000 GENERAL OBLIGATION STATE-AID ROAD REFUNDING BONDS,
SERIES 2012B AND PROVIDING FOR THEIR ISSUANCE

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), hereby determines and declares that it is necessary and expedient to provide moneys for a crossover refunding of the City's \$5,355,000 original principal amount of General Obligation State-Aid Street Bonds, Series 2004E, dated August 1, 2004 (the "Prior Bonds"), which mature on and after April 1, 2016; and

B. WHEREAS, \$2,385,000 aggregate principal amount of the Prior Bonds which matures on and after April 1, 2016, is callable on April 1, 2015 (the "Refunded Bonds"), at a price of par plus accrued interest, as provided in the Resolution adopted on August 5, 2004, authorizing the issuance of the Prior Bonds (the "Prior Resolution"); and

C. WHEREAS, the refunding of the Refunded Bonds is consistent with covenants made with the holders thereof, and is necessary and desirable for the reduction of debt service cost to the City; and

D. WHEREAS, the City Council hereby determines and declares that it is necessary and expedient to issue \$2,545,000 General Obligation State-Aid Road Refunding Bonds, Series 2012B (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475, to provide moneys for a crossover refunding of the Refunded Bonds; and

E. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maplewood, Minnesota, as follows:

1. Acceptance of Proposal. The proposal of _____, in _____, _____ (the "Purchaser"), to purchase the Bonds in accordance with the Terms of Proposal, and at the rates of interest hereinafter set forth, and to pay therefor the sum of \$_____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received and is hereby accepted, and the Bonds are hereby awarded to said proposal maker. The City Clerk is directed to retain the deposit of said proposal maker and to forthwith return to the unsuccessful proposal makers their good faith checks and drafts.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities. The Bonds shall dated July 1, 2012, as the date of original issue, shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on April 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2016		2021	
2017		2022	
2018		2023	
2019		2024	
2020			

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of

complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all

notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 5 hereof, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is

willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose; Refunding Findings. The Bonds shall provide funds for a crossover refunding of the Refunded Bonds (the "Refunding"). It is hereby found, determined and declared that the Refunding is pursuant to Minnesota Statutes, Section 475.67, Subdivision 13, and as of the crossover date of the Bonds, shall result in a reduction of the present value of the dollar amount of the debt service to the City from a total dollar amount of \$_____ for the Prior Bonds to a total dollar amount of \$_____ for the Bonds, computed in accordance with the provisions of Minnesota Statutes, Section 475.67, Subdivision 12, and accordingly the dollar amount of such present value of the debt service for the Bonds is lower by at least three percent than the dollar amount of such present value of the debt service for the Prior Bonds as required in Minnesota Statutes, Section 475.67, Subdivision 12. The average annual amount of principal and interest due in all subsequent calendar years on the Bonds and on all other bonds payable from the City's account in the Municipal State-Aid Street Fund (\$_____) does not exceed 90% of the amount of the last annual allotment preceding the issuance of the Bonds received by the City from the Construction Account of the Municipal State-Aid Street Fund (\$_____).

4. Interest. The Bonds shall bear interest payable semiannually on April 1 and October 1 of each year (each, an "Interest Payment Date"), commencing April 1, 2013, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2016		2021	
2017		2022	
2018		2023	
2019		2024	
2020			

5. Redemption. All Bonds maturing on April 1, 2023, and thereafter, shall be subject to redemption and prepayment at the option of the City on April 1, 2022, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the holder thereof or his, her or its attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank National Association, in Saint Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY COUNTY
CITY OF MAPLEWOOD

R-_____

\$_____

GENERAL OBLIGATION STATE-AID ROAD REFUNDING BOND, SERIES 2012B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	April 1,	July 1, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Maplewood, Ramsey County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for earlier redemption, and to pay interest thereon semiannually on April 1 and October 1 of each year (each, an "Interest Payment Date"), commencing April 1, 2013, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank National Association, in Saint Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Redemption. All Bonds of this issue (the "Bonds") maturing on April 1, 2023 and thereafter are subject to redemption and prepayment at the option of the Issuer on April 1, 2022, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or his, her or its attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$2,545,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on June 11, 2012 (the "Resolution"), for the purpose of providing funds sufficient for a crossover refunding on April 1, 2015, of the Issuer's General Obligation State-Aid Street Bonds, Series 2004E, dated August 1, 2004, which mature on and after April 1, 2016. This Bond is payable out of the Escrow Account and the Debt Service Account. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the

rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Maplewood, Ramsey County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Clerk, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: U.S. BANK NATIONAL ASSOCIATION
Payable at: U.S. BANK NATIONAL ASSOCIATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

CITY OF MAPLEWOOD,
RAMSEY COUNTY, MINNESOTA

This Bond is one of the Bonds described in the Resolution mentioned within.

/s/ Facsimile _____
Mayor

U.S. Bank National Association
Saint Paul, Minnesota
Bond Registrar

/s/ Facsimile _____
Clerk

By _____
Authorized Signature

PREPAYMENT SCHEDULE

This Bond has been prepaid in part on the date(s) and in the amount(s) as follows:

<u>DATE</u>	<u>AMOUNT</u>	<u>AUTHORIZED SIGNATURE OF HOLDER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Execution; Temporary Bonds. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Clerk and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of July 1, 2012. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Clerk is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Administrator-Clerk-Treasurer to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby created a special fund designated the General Obligation State-Aid Road Refunding Bonds, Series 2012B Fund (the "Fund"), to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The fund shall

be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund the following separate accounts:

(a) Escrow Account. The Escrow Account shall be maintained as an escrow account with U.S. Bank National Association (the "Escrow Agent"), in Saint Paul, Minnesota, which is a suitable financial institution within or without the State. \$ _____ proceeds of the sale of the Bonds shall be received by the Escrow Agent and applied to fund the Escrow Account or to pay costs of issuing the Bonds. Proceeds of the Bonds not used to pay costs of issuance are hereby irrevocably pledged and appropriated to the Escrow Account, together with all investment earnings thereon. The Escrow Account shall be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as shall be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Account, (i) to pay when due the interest to accrue on the Bonds to and including April 1, 2015; and (ii) to pay when called for redemption on April 1, 2015, the principal amount of the Refunded Bonds. The Escrow Account shall be irrevocably appropriated to the payment of (i) all interest on the Bonds to and including April 1, 2015, and (ii) the principal of the Refunded Bonds due by reason of their call for redemption on April 1, 2015. The moneys in the Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the City, all in accordance with an agreement (the "Escrow Agreement") by and between the City and Escrow Agent, a form of which agreement is on file in the office of the Clerk. Any moneys remitted to the City upon termination of the Escrow Agreement shall be deposited in the Debt Service Account.

(b) Debt Service Account. To the Debt Service Account there is hereby pledged and irrevocably appropriated and there shall be credited: (i) after the crossover date, all uncollected moneys allotted to the City from its account in the Municipal State-Aid Street Fund pledged to the payment of the Prior Bonds; (ii) any collections of all taxes heretofore or hereafter levied for the payment of the Prior Bonds and interest thereon which are not needed to pay the Prior Bonds as a result of the Refunding; (iii) any balance remitted to the City upon the termination of the Escrow Agreement; (iv) all investment earnings on funds in the Debt Service Account; and (v) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The moneys in the Debt Service Account shall be used solely to pay the principal of and interest on the Bonds or any other bonds hereafter issued and made payable from the Fund.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (a) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (b) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Fund (or any other City account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any

applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the federal Internal Revenue Code of 1986, as amended (the "Code").

16. Certification to Commissioner; Expenditure Consistent with Minnesota Statutes, Chapter 162. Upon the sale of the Bonds, the officers of the City shall promptly certify to the Commissioner of Transportation of the State of Minnesota the amount of money required annually for the payment of principal and interest on the Bonds, all in accordance with Minnesota Statutes, Section 162.18. Proceeds of the Bonds shall be spent only in accordance with the provisions of law, including Chapter 162, and the rules and regulations of the Commissioner of Transportation relating to the establishment, location, relocation, construction, reconstruction and/or improvement of municipal state-aid streets within the City.

17. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Escrow Account or Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds payable therefrom, the deficiency shall be promptly paid out of any other accounts of the City which are available for such purpose, and such other funds may be reimbursed without interest from the Escrow Account or Debt Service Account when a sufficient balance is available therein.

18. Debt Service Coverage. It is hereby determined and reasonably anticipated that the estimated collections of the revenues pledged to the Debt Service Account pursuant to paragraph 15 of this Resolution will produce at least five percent in excess of the amount needed to meet, when due, the principal of and interest on the Bonds.

19. Securities; Escrow Agent. Securities purchased from moneys in the Escrow Account shall be limited to securities set forth in Minnesota Statutes, Section 475.67, Subdivision 8, and any amendments or supplements thereto. Securities purchased from the Escrow Account shall be purchased simultaneously with the delivery of the Bonds. The City Council has investigated the facts and hereby finds and determines that the Escrow Agent is a suitable financial institution to act as escrow agent.

20. Escrow Agreement. On or prior to the delivery of the Bonds the Mayor and Finance Director shall, and are hereby authorized and directed to, execute on behalf of the City an Escrow Agreement. The Escrow Agreement is hereby approved and adopted and made a part of this resolution, and the City covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

21. Purchase of SLGS or Open Market Securities. The Purchaser, as agent for the City, is hereby authorized and directed to purchase on behalf of the Council and in its name the appropriate United States Treasury Securities, State and Local Government Series and/or open market securities as provided in paragraph 18, from the proceeds of the Bonds and, to the extent

necessary, other available funds, all in accordance with the provisions of this resolution and the Escrow Agreement and to execute all such documents (including the appropriate subscription form) required to effect such purchase in accordance with the applicable U.S. Treasury Regulations.

22. Redemption of Prior Bonds. The Prior Bonds shall be redeemed and prepaid in accordance with the terms and conditions set forth in the Notice of Call for Redemption, in the form attached to the Escrow Agreement, which terms and conditions are hereby approved and incorporated herein by reference. The Notice of Call for Redemption shall be given pursuant to the Escrow Agreement.

23. Prior Bonds; Security. Until retirement of the Prior Bonds, all provisions theretofore made for the security thereof shall be observed by the City and all of its officers and agents.

24. Supplemental Resolution. The Prior Resolution is hereby supplemented to the extent necessary to give effect to the provisions of this resolution.

25. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

26. Certificate of Registration. The Clerk is hereby directed to file a certified copy of this resolution with the County Treasurer-Auditor of Ramsey County, Minnesota, together with such other information as the County Treasurer-Auditor shall require, and to obtain the County Treasurer-Auditor's Certificate that the Bonds have been entered in the County Treasurer-Auditor's Bond Register.

27. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as

otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

28. Negative Covenant as to Use of Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project financed by the Prior Bonds, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

29. Tax-Exempt Status of the Bonds; Rebate. The City is subject to the rebate requirement imposed by Section 148(f) of the Code by reason of issuing (together with all subordinate entities thereof, and all entities treated as one issuer with the City) more than \$5,000,000 of tax-exempt governmental obligations during this calendar year as provided in Section 148(f)(4)(D) of the Code and Section 1.148-8 of the Regulations.

30. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2012 will not exceed \$10,000,000; and
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2012 have been designated for purposes of Section 265(b)(3) of the Code.
- (f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

31. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

- (a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual

financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such amendment.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Clerk of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

32. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

33. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a 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 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 providing for the issuance and sale of \$2,545,000 General Obligation State-Aid Road Refunding Bonds, Series 2012B.

WITNESS my hand on _____, 2012.

Clerk

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AGENDA REPORT

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: June 6, 2012
RE: Approval of Resolution Opposing the Proposed Marriage Amendment

Introduction

At Council Member Llanas’s request, a resolution in opposition to the proposed constitutional amendment that would ban same-sex marriage is brought forward for council consideration.

Background

At least six Minnesota cities (Duluth, Edina, Minneapolis, St. Louis Park, St. Paul and Golden Valley) have adopted resolutions formally opposing the proposed Constitutional Amendment, Opposing the Proposed Marriage Amendment.

In 2010, the City adopted an Ordinance allowing for the registration of domestic partnerships. Currently, there is one couple registered with the City as domestic partners.

The following resolution is submitted for approval.

Resolution in Opposition to Proposed
“Recognition of Marriage” Constitutional Amendment

WHEREAS, in 2011 the Minnesota State Legislature voted to include the following question on the election ballot in November 2012: “Shall the Minnesota Constitution be amended to provide that only a union of one man and one woman shall be valid or recognized as a marriage in Minnesota?” and

WHEREAS, the proposed amendment would add a new Section 13 to the Minnesota Constitution stating: “Only a union of one man and one woman shall be valid or recognized as a marriage in Minnesota”; and

WHEREAS, constitutions historically have been designed and interpreted to protect minorities from the arbitrary imposition of unjust barriers by the majority; and

WHEREAS, the proposed amendment would be would be contrary to the purpose of our State Constitution to protect the rights, privileges and freedom of conscience of all citizens by withholding from some individuals and families important legal rights and obligations; and

WHEREAS, Maplewood' s commitment to equality for all residents and citizens is shown, in part, by its adaption and implementation of the Maplewood Domestic Partnership Registration Ordinance in 2010; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Maplewood, hereby opposes the proposed constitutional amendment entitled "Recognition of Marriage Solely Between One Man and One Woman," and urges Minnesota citizens to vote No" on Tuesday, November 6, 2012.

Recommendation

It is recommended that the city council consider the resolution for approval.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
SUBJECT: **Approval of Architect Contract for New Fire Station Site Evaluation**
DATE: **June 5, 2012**

INTRODUCTION

The 3M Companies have indicated that they will donate a parcel of land to the City of Maplewood to be used for a new fire station. An evaluation of the property and site issues is necessary before proceeding with any discussions about possible construction of the new station. An architectural analysis is needed to understand the site issues, property layout constraints, coordinated building needs, and architectural features. Approval to spend funds for planning on this service is recommended.

Background for Discussion

The parcel of land that 3M have indicated an interest in donating to the City is adjacent to McKnight Road approximately halfway between Conway Avenue and Minnehaha Avenue. The site appears reasonably sized for a fire station and appropriately located to be consistent with the long range plans for providing fire service throughout Maplewood's southern leg.

The services needed for the site evaluation include site planning, utility location, access issues to McKnight Road, availability of spaces within the future building, along with the orientation of those spaces, plus, architectural considerations that are consistent with the parameters of 3M on their campus.

Our fire planning has worked with architects from SEH, Inc. of our Consultant Pool on the East Metro – Marshlands Fire Training Facility. We are confident that the architects at SEH, along with the engineers at SEH who provide support for a number of City projects, can provide these services so that planning and evaluation of the site can be completed. Once these evaluations are completed, further discussions with 3M on the site will occur, as well as coordination and consideration of funding options. The estimated cost of this evaluation is in the \$20,000 to \$25,000 range. Chief Lukin and Assistant City Manager Ahl are leading this evaluation and any discussions / negotiations with 3M. Further updates on the site planning will be made to the City Council once this evaluation is completed.

Recommended Action

It is recommended that the City Council authorize the Assistant City Manager to enter into an agreement with SEH, Inc. for architectural services up to \$25,000 for evaluation of a new fire station on 3M property with funding from the Public Safety Expansion Fund.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
David Thomalla, Police Chief
Steve Lukin, Fire Chief
SUBJECT: **City of Landfall Public Safety Services**
■ **Consider Terminating Police and Fire Service Contracts**
DATE: **June 5, 2012**

INTRODUCTION

The City of Landfall has notified Maplewood that it wishes to terminate the police services contract that Maplewood Police have provided for 19 years. The intent of this item is to authorize the City Manager to negotiate the terms of the termination of service and to include the termination of Fire Services that are also provided to the City of Landfall.

Background for Discussion

Attached is a copy of the facsimile delivered on May 31, 2012 from Landfall City Attorney, Kevin K. Shoeberg, representing the City of Landfall's request to terminate Police Protection Services as early as July 1, 2012. The contract for services with Landfall [a copy of the agreements are also attached] includes a provision for a six-month termination. This notice requirement has not occurred by Landfall, and they are requesting a waiver of that requirement.

The current contract provides for Landfall to pay Maplewood a sum of \$121,630 annually for the Police Services. The City of Maplewood also provides Fire Protection services for Landfall at an annual sum of \$11,620 for a total annual expense to Landfall of \$133,250.

Landfall representatives have indicated concern with response times and interaction with Maplewood staff. At this point, since no formal complaints have been filed, State statutes do not provide for any investigation into these issues and claims. All information provided to Management and the Police Chief indicates a difference of opinion on the nature and importance of calls between Maplewood police and Landfall Park Management staff. We are not aware of any malfeasance or issues with Maplewood staff or officers.

Given this disagreement and possible breakdown in communication, this is not a major issue to Maplewood service. From a financial standpoint, it is a break-even, at best, if not a financial support for Landfall, from Maplewood. Termination will mean that at this time, Maplewood will not fill one vacant officer position. No Maplewood employees will be terminated if this contract is cancelled.

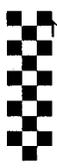
As Management, we are adamant that our Public Safety team not be compromised by providing Fire Safety services in an area where our employees are not also protected with our Police Safety services. Thus, while Landfall has only requested termination of Police Service, we also recommend termination of the Fire Safety contract on terms that would be similar to the termination of the Police Services contract.

Recommended Action

It is recommended that the City Council authorize the City Manager to negotiate the terms of termination with Landfall for Police Protection and Fire Protection Services in the best interests of the City of Maplewood.

Attachments:

1. May 31, 2012 Letter from Kevin K. Shoeberg
2. Landfall Contracts



KEVIN K. SHOEBERG, P.A.

Attorney at Law

1805 Woodlane Drive
Woodbury, MN 55125
Tel: 651.735.9340
Fax: 651.735.6746
Email: kkspa@aol.com

May 31, 2012

Mr. Jim Antonen
City Manager
City of Maplewood
1830 County Road B East
Maplewood, Minnesota 55109

DELIVERED BY FACSIMILE

RE: Police Protection for City of Landfall

Dear Mr. Antonen:

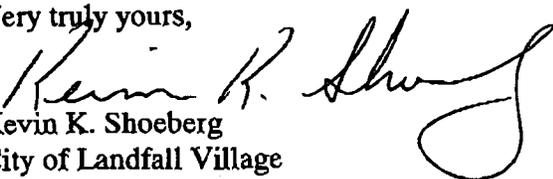
This letter is to advise you that at the May 22, 2012 Landfall Village City Council meeting the City Council voted to contract with the Washington County Sheriff to provide police services to the City of Landfall. On behalf of the City of Landfall Village, I would like to thank the City of Maplewood for providing police protection to the City of Landfall.

It is my understanding that a contract had been signed between the City of Maplewood and the City of Landfall which automatically renewed each year. That contract had a six month notice provision as a term of the contract. We would like to discuss an earlier termination date. I believe it is in the best interests of both parties to terminate the contract earlier and I have suggested that the parties agree to terminate their relationship on July 1, 2012.

I have discussed this date with Chief Thomalla and he recommended that I speak with you regarding the earlier termination date. Please let me know when it would be a good time to sit down with you and discuss this matter.

I look forward to hearing from you.

Very truly yours,


Kevin K. Shoeberg
City of Landfall Village
City Attorney

cc: Mayor and City Council
City Clerk

AGREEMENT TO PROVIDE FIRE SERVICE

This Agreement made and entered into this 1st day of JAN., 2006, by and between the City of Maplewood, a Minnesota Municipal corporation, hereinafter referred to as "Maplewood" and the City of Landfall Village, a Minnesota Municipal corporation, hereinafter referred to as "Landfall."

I. PURPOSE

The purpose of this Agreement is to provide the basis upon which Maplewood will provide fire service for Landfall. Maplewood hereby agrees to provide fire service for Landfall, and Landfall hereby engages Maplewood to provide such service in accordance with and subject to the terms of this Agreement.

II. LEGAL BASIS

This Agreement is made pursuant to Minnesota Statute Section 471.59, Subdivision 12. This Agreement is not made pursuant to Minnesota Statute Section 436.06, and should not be construed as creating a joint municipal fire department.

NOW, THEREFORE, Landfall and Maplewood, in consideration of the following provisions and covenants, do hereby enter into this Agreement and contract in consideration of the following provisions and covenants, do hereby agree as follows, to-wit:

1. Landfall hereby engages the services of Maplewood to answer fire calls, emergencies related to fire protection and fight fires within the bounds of the described fire district from January 1, 2006 until canceled pursuant to the terms of this Agreement.
2. Maplewood agrees to answer all fire calls directed to it by the public for assistance in fighting fires of any nature and description within the limits of the fire district.
3. The fire district is Landfall which is described as follows, bounded on the south by Hudson (Interstate Highway 94) and on the east, north and west by the City of Oakdale. For each year of the Agreement, Landfall agrees to pay Maplewood for its services Ten Thousand and Five Hundred Dollars (\$10,500.00) subject to cost of living increases as set forth in paragraph 4, below. This yearly payment will cover responses for up to 25 calls per year. Payments shall be made quarterly on or before the first days of March, June, September and December. A payment made after the due date is subject to one percent (1%) service charge each part or full seven (7) day period it is late. If there are more than 25 calls in a one year period (calculated from January 1st of each year), Landfall will pay Maplewood Four Hundred and Eighty-Five Dollars (\$ 485.00) for each additional call, subject to cost of living increases as set forth in paragraph 4, below. Payments for these additional calls shall be made no later than thirty (30) days after the date that Landfall receives an invoice from

Maplewood for responses to the calls.

4. Charges for 2006 fire services are set forth in paragraph 3, above. Charges for services for subsequent years shall be progressive, based upon a cost of living increase as determined by the Minneapolis/St. Paul Consumer Index (or other consumer index utilized by Maplewood's Finance Department) being added to the amount paid in the previous year. The product shall be the amount payable during the ensuing calendar year to Maplewood by Landfall for services under this Agreement. On the first day of July of each year, Maplewood shall notify Landfall in writing of the calculated costs for fire services for the following calendar year.
5. Maplewood shall fully cooperate with and comply with such reasonable requests from Landfall as shall be necessary for reports and other data.
6. Landfall assumes no responsibility hereby for any negligent acts of Maplewood nor for any injuries or losses to members or to the apparatus or equipment in responding to Landfall's request for fire fighter protection. Landfall will indemnify and hold harmless Maplewood for any negligent acts of its officials, agents or representatives that results in injury or losses to members of apparatus or equipment of Maplewood. Maplewood does not agree to hold harmless and indemnify Landfall for any of Landfall's negligent acts.
7. Maplewood agrees to keep its firefighters, equipment and apparatus properly covered by insurance at no additional expense to Landfall.
8. Nothing in this contract shall be construed to obligate Landfall for operation, maintenance, repair or replacement of any of the equipment of Maplewood.
9. This contract may be reopened on sixty (60) days' notice by either party to negotiate rates in the event Landfall's boundaries are extended or new construction increases the value of the area.
10. This Agreement may be terminated upon one hundred eighty (180) days' written notice provided to the other party's city manager or city clerk. In the event of such termination, payment shall be made to the City of Maplewood on a pro-rata basis until services cease.
11. As a means of assuring fire fighter safety, Landfall agrees, at its expense, to provide adequate policy assistance for all emergency calls within Landfall's limits.
12. Landfall shall coordinate with Maplewood concerning any hazardous waste, or any specific items that may need additional attention and review by Maplewood.
13. Landfall agrees to abide by the requirements and regulations of the Americans with Disabilities Act of 1990 (ADA), the Human Rights Act (Minnesota Chapters 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion, sexual preference, and sexual harassment. Violation of any of the above laws can lead to termination of this Agreement.
14. Landfall agrees to comply with the Minnesota Data Practices Act and all other State and

Federal laws relating to data privacy or confidentiality.

- 15. Landfall will immediately report to Maplewood any requests from third parties for information relating to this Agreement.
- 16. Landfall agrees to promptly respond to inquiries from Maplewood concerning data requests.

CITY OF MAPLEWOOD

CITY OF LANDFALL

By: Bob Cardinal
Mayor

By: John Blubrun
Mayor

By: Richard Murray
City Manager

By: Helen Hallia
City Manager

Approved As to Form

Approved As to Form

By: Pat Kelly
City Attorney

By: John Blubrun
City Attorney

Authorized by City of Maplewood
meeting held

Authorized by City of Landfall
meeting held

By: Karen E. Gumpel

October 12, 2005
By: Helen Hallia

AGREEMENT TO PROVIDE POLICE SERVICE

This Agreement made and entered into this 1st day of JAN., 2006, by and between the City of Maplewood, a Minnesota Municipal corporation, hereinafter referred to as "Maplewood" and the City of Landfall Village, a Minnesota Municipal corporation, hereinafter referred to as "Landfall".

I. PURPOSE

The purpose of this Agreement is to provide the basis upon which Maplewood will provide police service for Landfall. Maplewood hereby agrees to provide police service for Landfall, and Landfall hereby engages Maplewood to provide such service in accordance with and subject to the terms of this Agreement.

II. LEGAL BASIS

This Agreement is made pursuant to Minnesota Statutes §471.59, Subd. 12. This Agreement is not made pursuant to Minnesota Statutes, Section 436.06, and should not be construed as creating a joint municipal police department.

III. ADMINISTRATION

The administration of police service within the territory of Landfall under this Agreement shall be the sole responsibility of the appropriate officials of Maplewood, and Landfall shall have no administrative authority over the providing of police service by Maplewood. To facilitate this Agreement, however, and in order to provide for an average of consultation and communication between Landfall and Maplewood, on matters relating to police service, it is agreed that the Mayor of Landfall, or a member of the Landfall City Council designated by the Mayor, shall confer with the Maplewood City Manager or designee at least once every three months, and more frequently if necessary, on any matter relating to police service being provided in Landfall by Maplewood. Maplewood agrees that its City Manager or designee shall participate in such discussions with the objective of providing for the satisfactory administration of this contract and for the satisfactory performance of police service for Landfall. Inquiries concerning police service in Landfall, made by its Mayor or the Mayor's designate, shall be responded to by the Maplewood City Manager or designee.

IV. LEVEL OF SERVICE

During the time that this contract is in effect, Maplewood will provide police service within Landfall which shall be the same service as that which is provided and extended to persons and property within Maplewood, including Animal Control Services. Landfall shall be assigned to a police patrol district in the same manner as though it were a part of Maplewood and no distinction shall be made between the territory of Maplewood and the territory of Landfall, in any respect, in the

level, time or other mode of delivery of police services in Landfall. This does not include paramedic service.

V. HEADQUARTERS AND EQUIPMENT

The headquarters of personnel of Maplewood providing police service in Landfall shall be in Maplewood, and members of the general public having need to communicate with the Maplewood Police Department on matters arising out of or involving persons or property in Landfall may communicate directly with Maplewood police headquarters. Maplewood, under the terms of this Agreement, will provide all communication devices, equipment, records, other materials and personnel necessary to the performance of this contract, except to the extent that this contract specifically provides for the furnishing of any part thereof by Landfall.

VI. PUBLIC INFORMATION

Both parties agree to take any or all steps necessary to inform the public of the fact that Maplewood is providing police service for Landfall. Landfall shall advise the City of Maplewood of what information was given to the public and citizens of Landfall concerning Maplewood's police service for Landfall.

VII. PERSONNEL, POLICIES AND FRINGE BENEFITS

All personnel used in providing police service to Landfall under this Agreement shall be and remain employees of Maplewood. The personnel policies applicable to Maplewood Police Department employees shall apply, and in all instances, retirement and fringe benefits shall be the responsibility of and subject to determination from time to time by Maplewood.

The standards of performance, discipline of law enforcement officers, the method of providing law enforcement services and other matters incidental to the performance of law enforcement services under this Agreement, including personnel to be employed, shall be determined by the City of Maplewood.

VIII. DESIGNATION OF MAPLEWOOD POLICE OFFICERS AS LANDFALL POLICE OFFICERS

All members of the Maplewood Police Department shall be designated by Landfall, by Council resolution, as duly appointed police officers of Landfall, authorized to act on all law enforcement matters within the limits of Landfall in the same manner and to the same extent as though they were employees of Landfall. Maplewood shall provide Landfall, from time to time, with the names of the members of the Maplewood Police Department, to permit such action to be taken by Landfall.

IX. CHARGES BY MAPLEWOOD FOR POLICE SERVICE

Maplewood shall charge and Landfall shall pay for police service provided for under this

Agreement as hereinafter provided.

Maplewood will provide police services to Landfall for the period January 1, 2006, through December 31, 2006, for the sum of \$109,944 (One-Hundred Nine Thousand Nine Hundred and Forty-Four Dollars) the first year.

X. SUBSEQUENT CONTRACT CHARGES

Charges for 2006 police services shall be based upon the established rate for the sum of \$109,944 as provided in Section IX, and charges for police services for subsequent years shall be progressive, based upon a cost of living increase based on the Minneapolis/St. Paul Consumer Index (or other consumer index utilized by our finance department) being added to the amount paid in the previous year, and the product shall be the amount payable during the ensuing calendar year to Maplewood by Landfall for services under this Agreement. Such sum shall be paid in four (4) equal installments. The first installment shall be paid on or before the 15th day of January 2006, and the remaining payments shall be made on or before April 15, 2006; July 15, 2006; and October 15, 2006. For subsequent years, payments shall be made on the 15th day of January and the remaining payments on or before April 15, July 15 and October 15, in equal amounts.

In July of each year, Maplewood shall notify Landfall in writing of the calculated costs for police service for the following calendar year.

XI. GRANT APPLICATIONS AND USES OF AWARDS

Maplewood may, from time to time, apply for and receive grants related to the provision of services to Landfall as identified in this Agreement. Maplewood will provide services and equipment to Landfall pursuant to the terms of each grant. When a grant may expire, Maplewood is no longer obligated to continue to provide the grant-funded service or equipment within the contract charges specified in Articles IX and X in this Agreement. Maplewood and Landfall may, however, discuss the desirability and proper manner for continuation of services or equipment beyond the terms of the grant.

XII. TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2006, and shall run through December 31, 2006. This Agreement shall automatically renew on January 1 of each subsequent year and shall run through December 31 of each year until terminated under the terms of this Agreement.

This Agreement may be terminated upon one hundred eighty (180) days' written notice provided to the other party's city manager or city clerk. In the event of such termination, payment shall be made to the City of Maplewood on a pro-rata basis until services cease.

The failure of either party to this Agreement to perform its terms or obligations hereunder shall entitle the other party to cancel this Agreement and to pursue any and all remedies available at law or equity based upon such failures; provided, however, such cancellation or pursuit of remedy

shall be available and exercisable if and only if such failure shall not be cured prior to the expiration of twenty (20) days after such other party has given written notice of such failure to the defaulting party. All written notices under this paragraph shall be deemed, satisfactorily given when mailed, certified or registered United States Mail, postage prepaid to the address indicated below:

to the City of Maplewood:

City of Maplewood
Attention City Manager Richard Fursman
1830 East County Road B
Maplewood, MN 55109

to the City of Landfall:

City of Landfall
Attention City Clerk Helen Hallis
11 Forest Heights
Landfall, MN 55128

XIII. DISPUTE RESOLUTION

Dispute resolution/arbitration in the event of any differences, dispute or claim arising under and pursuant to this Agreement or as to the performance thereof by the parties, the parties agree as follows:

a. Good faith negotiations. The party alleging such difference, dispute or claim shall provide specific written notice of such difference, dispute or claim to the other party. The parties hereto agree that for a sixty (60)-day period thereafter, the parties will engage in good faith negotiations at Maplewood City Hall to take any further action in an attempt to resolve this dispute.

b. Arbitration. In the event the parties fail to resolve their dispute following good-faith negotiations, the difference, dispute or claim shall be submitted to an arbitrator from City Government mutually agreed on by the parties. The location of the arbitration shall be at the City Hall, City of Maplewood. The decision of the arbitrator shall be final and not subject to appeal.

XIV. ORDINANCES, CITY CODE BOOKS, STREET MAPS

Landfall shall provide Maplewood with a copy of all of the ordinances of Landfall and with a copy of each amendment or new ordinance hereafter adopted by Landfall while this Agreement is in effect. Landfall shall provide Maplewood with a copy of the Landfall streets layout and with an updated copy as changes are made.

XV. PROSECUTIONS: FINES, COURT COSTS, OVERTIME, ETC.

Landfall shall remain responsible for the prosecution of all alleged crimes, ordinance violations or traffic offenses arising within Landfall which are not provided for by the County Attorney, and shall be entitled to receive its appropriate municipal share of fines collected for violations of law occurring within Landfall.

XVI. LIABILITY

For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of Maplewood are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of Landfall.

Landfall agrees to defend, indemnify and hold Maplewood harmless against any claims brought or actions filed against Maplewood or any officer, employee, agent, or volunteer of Maplewood for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by Landfall pursuant to this agreement. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

Neither Maplewood nor any officer, employee, or volunteer of Maplewood shall be liable to Landfall or to any other person for failure to furnish assistance, or for recalling assistance under this agreement.

XVII. MISCELLANEOUS

It is understood that this Agreement contains the entire Agreement between Maplewood and Landfall and that no statements, promises or inducements made by any party hereto, or officer, agent or employee of either party hereto, which is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon. It is expressly understood between the parties hereto, and this understanding shall be considered in interpreting the provision of this Agreement, that upon notice given by any party hereto, later negotiations may be undertaken for the purpose of revising, adding to or striking any provision or provisions of this Agreement which appear unworkable or insufficient to perfect, maintain and ensure the purpose of this Agreement and any change of the provisions of this Agreement, after agreement between Maplewood and Landfall shall be written and attached to this agreement as provided above and this later revision, addition or deletion shall only apply to the provision revised, added or deleted and the remainder of this Agreement shall remain in full force and effect.

A waiver by any party or any term or condition of this Agreement and any paragraph shall not be deemed or construed to be waiver of such term or condition for the future or any subsequent breach thereof.

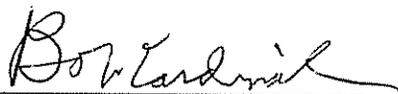
This entire Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof, and it supersedes all prior and contemporaneous agreements and understandings, oral and written, relative to the subject matter of this Agreement.

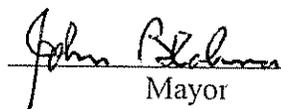
Each party shall execute and deliver any and all documents and shall perform all acts reasonably necessary to carry out the provisions of this Agreement. And no party shall unreasonably withhold its consent to any action which, by the terms hereof, require such consent.

In witness whereof, the parties hereto have executed this Agreement the day and year first above written:

CITY OF MAPLEWOOD

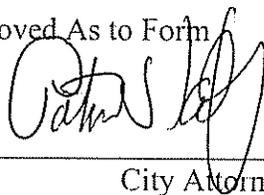
CITY OF LANDFALL

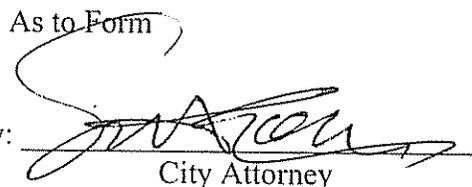
By: 
Mayor

By: 
Mayor

By: 
City Manager

By: 
City Manager

Approved As to Form
By: 
City Attorney

Approved As to Form
By: 
City Attorney

Authorized by City of Maplewood
meeting held

Authorized by City of Landfall
meeting held

By: _____

By: November 9, 2005
