

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. Thursday, November 15, 2012
City Hall, Council Chambers
Meeting No. 20-12

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 October 22, 2012 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Presentation of Environmental Stewardship Award to the City of Maplewood, American Public Works Association
2. Acknowledgement of Girl Scouts of Northern Lights Service Unit Involvement in the October 13, 2012 Centennial Day of Service
3. Commissioner Appointments
 - a. Environmental & Natural Resources Commission
 - b. Planning Commission
 - c. Police Civil Service 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 to Purchase a Used Chevy Tahoe - Fire Department
3. Proclamation to Establish November 15, 2012 as America Recycles Day in Maplewood
4. Resolution Accepting Donation to Police Department from Residential Mortgage Group
5. Approval of 2013 Animal Control Contract
6. Approval of Correction to Planning Commissioner Stephen Wensman's Term Expiration Date
7. Consider Maplewood Area Historical Society Request for Use of Awarded 2012 Charitable Gambling Funds for Alternative Project
8. Approval of Resolution Certifying Special Assessments for Unpaid Ambulance Bills
9. Approval of Resolution Certifying Special Assessments for Unpaid Miscellaneous Bills
10. Approval of Resolution Adopting Ambulance Rates for 2013

11. Approval of Resolution Decertifying TIF Economic Development District No. 1-5, Schroeder Milk
12. Approval of Resolution Decertifying TIF Housing District No. 1-9, Gethsemane Senior Housing Project
13. Approval of Resolution Revising Terms of Assessment for Maplewood Senior Living, LLC, Gladstone Area Redevelopment Improvements, Project 04-21
14. Approval of Purchase of a Pump and Control Panel for the Lark Avenue Area Stormwater Lift Station, July 16th Storm Clean-Up, City Project 11-19
15. Venner Retail Redevelopment – 1987 County Road D
 - a. Approval of Venner Retail's Development Agreement
 - b. Approval of Venner Retail's Storm Water Maintenance Agreement
16. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, Bartelmy-Meyer Area Street Improvements, City Project 11-14
17. Approval to Accept FDA Grant for Environmental Health Service
18. Fall Clean-Up Event Summary
19. Approve Resolution Adopting 2013 Assessment Rates, Public Works Permit Fees, and Park Availability Changes
20. Consider Approval of 2013 SCORE Funding Grant Application

H. PUBLIC HEARINGS

None

I. UNFINISHED BUSINESS

1. Consider Approval of Benefit Level Increase for Fire Relief Association

J. NEW BUSINESS

1. Consideration of a Resolution of Support for the Preparation of an Environmental Assessment Worksheet (EAW) for a Proposed 3M Company Development Proposal
2. Canvass of the 2012 Special Election for City Council Member
3. Consider Authorization for Phase 1 Improvements at 1902 E. County Road B – Police Department Expansion – City Hall Improvements Project
4. Approval of Policy for Clear Channel Billboards and the MCC Dynamic Display Sign Usage
5. Approval of Penalties for Alcohol Compliance Failures

K. AWARD OF BIDS

1. Consider Receiving Quotes and Awarding Construction Contract, City Dump Remediation, Project 11-22
2. Consider Receiving Quotes and Awarding Construction Contract, Lark Area Stormwater Lift Station, July 16th Storm Clean-Up, City Project 11-19

L. ADMINISTRATIVE PRESENTATIONS

None

M. COUNCIL PRESENTATIONS

None

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
 7:00 p.m., Monday, October 22, 2012
 Council Chambers, City Hall
 Meeting No. 19-12

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:03 p.m. by Mayor Rossbach.

B. PLEDGE OF ALLEGIANCE**C. ROLL CALL**

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

D. APPROVAL OF AGENDA

The following items were added to the agenda:

M1	Dispatch Policy Committee
M2	Open House
M3	Maplewood Residents Serving in the Military
M4	Marriage Forum

Councilmember Koppen moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES**1. Approval of October 8, 2012 City Council Meeting Minutes**

Councilmember Cardinal moved to approve the October 8, 2012 City Council Meeting Minutes as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS**1. Declaration of the Week of October 22-28, 2012 as Minnesota Manufacturing Week in the City of Maplewood—Mary Schmidt Minnesota Department of Employment and Economic Development (DEED)**

City Planner Martin gave the staff report. Mary Schmidt from the Minnesota Department of Employment and Economic Development was present and addressed the council. Mayor Rossbach read the proclamation.

Councilmember Cardinal moved to approve the Proclamation Declaring October 22nd through October 28th Minnesota Manufacturers' Week in Maplewood.

City of Maplewood
Proclamation
Minnesota Manufacturers' Week

WHEREAS, the manufacturing industry is a dynamic part of Minnesota's economy, and promotion of this sector's strength, success and high quality of life is an integral part of Minnesota's economic development strategy; and

WHEREAS, manufacturing provides high skill, high wage jobs, which significantly contribute to Minnesota's high standard of living and economic vitality; and

WHEREAS, Minnesota has 300,200 manufacturing jobs statewide or 14 percent of all private-sector jobs; and

WHEREAS, manufacturing contributes more than \$30 billion to the state economy and represents 17 percent of the Minnesota's gross domestic product; and

WHEREAS, manufacturing has the second-largest payroll of any business sector in the state, providing \$16.1 billion in 2009 wages; and

WHEREAS, the City of Maplewood has 63 manufacturing companies within its borders, employing 486 people.

WHEREAS, the City of Maplewood encourages the community, local and regional Chambers of Commerce, trade associations and individual companies to mark the week with special events recognizing the economic importance of the sector; and

THEREFORE BE IT RESOLVED that the City Council of the City of Maplewood does hereby proclaim that the week of October 22 – 28, 2012 shall be observed as:

Minnesota Manufacturers' Week in the City of Maplewood,

Approved on this 22nd day of October, 2012

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. Resolution of Appreciation for Bill Schreiner, Environmental and Natural Resources Commission

City Planner Martin gave the staff report. Mayor Rossbach read the Resolution of Appreciation for Mr. Schreiner.

Councilmember Juenemann moved to approve the Resolution for Bill Schreiner for his years of service on the Environmental and Natural Resources Commission.

RESOLUTION 12-10-798
RESOLUTION OF APPRECIATION

WHEREAS, Bill Schreiner has been a member of the Maplewood Environmental and Natural Resources Commission for four years and one month, serving from June 9, 2008 to July 1, 2012. Mr. Schreiner has served faithfully in those capacities; and

WHEREAS, the Environmental and Natural Resources Commission has appreciated his experience, insights and good judgment; and

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

WHEREAS, Mr. Schreiner has shown dedication to his duties and has consistently contributed his leadership and efforts for the benefit of the City.

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

Passed by the Maplewood City Council on October 22, 2012.

Passed by the Maplewood Environmental and Natural Resources Commission on October 15, 2012

Seconded by Councilmember Koppen Ayes – All

The motion passed.

3. Commissioner Reappointment
a. Planning Commission

City Manager Antonen gave the staff report.

Councilmember Juenemann moved to approve the Resolution to reappoint Stephen Wensman to the Planning Commission with a term to expire September 30, 2015.

RESOLUTION 12-10-799
RESOLUTION OF APPOINTMENT

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:

Planning Commission

- Stephen Wensman, term expires September 30, 2015

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of a Resolution for a Temporary Gambling Permit for the Church of the Presentation of the Blessed Virgin Mary, 1725 Kennard Street

Councilmember Juenemann moved to approve the Resolution for a Temporary Gambling Permit for the Church of the Presentation of the Blessed Virgin Mary.

RESOLUTION 12-10-800

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary premises permit for lawful gambling on November 17th, 2012 is approved for the Church of the Presentation of the Blessed Virgin Mary, 1725 Kennard St, Maplewood.

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.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

3. Approval of Resolution Approving the Terms of Interfund Loan in Connection with Proposed Tax Increment Financing District

Councilmember Juenemann moved to approve the Resolution to Allow Automatic Interfund Loans for a Proposed Tax Increment District within Development District No. 1 and provide the terms and conditions for repayment.

RESOLUTION 12-10-801
RESOLUTION APPROVING THE TERMS OF UP TO A
\$500,000 INTERFUND LOAN IN CONNECTION WITH
A PROPOSED TAX INCREMENT FINANCING DISTRICT

BE IT RESOLVED by the City Council (the "Council") of the City of Maplewood, Minnesota (the "City"), as follows:

Background.

The City proposes to establish a Tax Increment Financing District (the "TIF District") within Development District No. 1, and proposes to adopt a tax increment financing plan for the TIF District (the "TIF Plan").

The City has determined to pay for certain costs identified in the TIF Plan consisting of land/building acquisition, public utilities, site improvements/preparation, other eligible improvements, and administrative costs (the "Qualified Costs") incurred in connection with the establishment of the TIF District and development/redevelopment of land within the TIF District, which costs will be financed on a temporary basis from City funds available for such purposes.

Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally made, in order to finance the Qualified Costs.

The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan").

Terms of Interfund Loan.

The City hereby authorizes the advance of up to \$500,000 from the City's General Fund or so much thereof as may be paid as Qualified Costs. The City shall reimburse itself for such advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 4% and will not fluctuate.

Principal and interest on the Interfund Loan shall be paid semi-annually on each February 1 and August 1 (each a "Payment Date") commencing with the Payment Date on which the City has Available Tax Increment (defined below), or on any other dates determined by the City Manager, through the last receipt of tax increment from the TIF District.

Payments on the Interfund Loan are payable solely from "Available Tax Increments" which shall mean, on each Payment Date, all of the tax increment available after other obligations have been paid, generated in the preceding six (6) months with respect to the property within the TIF District and remitted to the City by Ramsey County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1799. Payments on the Interfund Loan are subordinate to any outstanding or future bonds, notes or contracts secured in whole or in part with Available Tax Increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.

The principal sum and all accrued interest payable under the Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the final Payment Date.

The motion passed.

7. Approval of the BP Agreement and Easement for Hazelwood Street and County Road D East Property

Councilmember Juenemann moved to approve the Agreement and Partial Release of BP Pipelines right-of-way across City owned property, authorize the Mayor and City Manager to sign the Partial Release of BP Pipelines right-of-way, minor changes to the easements can be made if reviewed and approved by the City Attorney, and authorize the City Engineer to record the document.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

8. Approval of MN/DOT Limited Use Permit for Trail along County Road B, TH 36/English Street Interchange Improvements, City Project 09-08

Councilmember Juenemann moved to approve the Resolution for the MN/DOT Limited Use Permit, authorize the City Manager to sign the agreement signifying approval by the council, and authorize the City Attorney to make minor revisions as needed.

RESOLUTION 12-10-802
RESOLUTION FOR
CITY OF MAPLEWOOD LIMITED USE PERMIT
WITH THE STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
FOR A PEDESTRIAN TAIL IN THE RIGHT-OF-WAY OF
TRUNK HIGHWAY 61 AT COUNTY RD B

WHEREAS, the City of Maplewood is a political subdivision, organized and existing under the laws of the State of Minnesota, and,

WHEREAS, the City Council of the City of Maplewood has approved a plan to construct a pedestrian trail in the right-of-way of Trunk Highway 61 to promote the orderly and safe movement of pedestrians, and,

WHEREAS, the State of Minnesota, Department of Transportation requires a Limited Use Permit for the construction and utilization of said pedestrian trail;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Maplewood hereby enters into a Limited Use Permit with the State of Minnesota, Department of Transportation for the following purposes:

- 1) To construct, operate, and maintain a pedestrian trail within the right-of-way of Trunk Highway 61 of the State of Minnesota along County Rd B. The City of Maplewood shall construct, operate, and maintain said trail in accordance with the Limited Use Permit granted by the Minnesota Department of Transportation.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and City Manager are authorized to execute the Limited Use Permit and any amendments to the Permit.

Adopted by City Council of the City of Maplewood this 22nd day of October 2012.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

9. Approval of Roadway Easements for City Owned Parcels, TH 36/English Street Interchange Improvements, City Project 09-08

Councilmember Juenemann moved to approve the Roadway Easements for City Owned Parcels, TH 36/English Street Interchange Improvement, City Project 09-08, authorize the Mayor and City Manager to sign the documents signifying council approval, authorize the City Attorney to make minor changes if needed, and authorize the City Engineer to record the documents.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

10. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, 2012 Mill and Overlays, Project 11-15

Councilmember Juenemann moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, 2012 Mill and Overlays, City Project 11-15.

RESOLUTION 12-10-803
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 11-15, CHANGE ORDER NO. 1

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvement Project 11-15, 2012 Mill and Overlays, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 11-15, Change Order No. 1.

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

1. The Mayor and City Engineer clerk are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$80,263.73.

The revised contract amount is \$2,315,035.91.

Adopted by the Maplewood City Council on this 22nd day of October 2012.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

11. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, Gladstone Area Phase I Bid Package 2 Improvements

Councilmember Juenemann moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, Gladstone Phase 1 Bid Package 2 Improvements, City Project 04-21.

RESOLUTION 12-10-804
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 04-21, CHANGE ORDER NO. 1

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 04-21, Gladstone Area Phase I Bid Package 2 Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 04-21, Change Order No. 1.

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

2. The Mayor and City Engineer are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$26,986.40.

The revised contract amount is \$1,017,173.00.

Adopted by the Maplewood City Council on this 22nd day of October 2012.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

12. Approval to Proceed, Lift Station No. 14 Rehabilitation, City Project 12-13

Councilmember Juenemann moved to approve Upgrades to Lift Station No. 14 and use Bolton and Menk, Inc. as the Project Engineer, authorize the Finance Manager to make the necessary transfers and establish City Project 12-13 to be financed by the Sanitary Sewer Fund, and authorize the project to be publicly bid.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

13. Approval of a Cooperative Agreement with Ramsey County, TH 36/English Street Interchange Improvements, City Project 09-08

Councilmember Juenemann moved to Cooperative Agreement with Ramsey County as part of City Project 09-08, authorize the Mayor and City Manager to sign the agreement, and authorize the City Attorney to approve minor changes.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

14. Approval of Utility Billing and Collection Services Agreement with Board of Water Commissioners of the City of Saint Paul

Councilmember Juenemann moved to approve the Final Billing and Collection Services Agreement between the Board of Water Commissioners of the City of St. Paul and the City of Maplewood.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

H. PUBLIC HEARING

None

I. UNFINISHED BUSINESS

1. 2013 Charitable Gambling—Approval of Awards

City Manager Antonen gave the staff report and answered questions of the council. Police Chief Thomalla answered additional questions of the council.

Councilmember Juenemann moved to approve the Proposed Awards Amounts.

Seconded by Councilmember Cardinal Ayes – All

The motion passed.

J. NEW BUSINESS

1. Consider Approval of Fish Creek Master Plan

Natural Resources Coordinator Gaynor gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the Master Plan for Fish Creek.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Men's Wearhouse, Maplewood Mall Comprehensive Sign Plan Amendment, 3001 White Bear Avenue

City Planner Martin gave the staff report. Matt Ledvina, Chair of the Community Design Review Board was present and gave the CDRB report. Rob Bradley, Director of Real Estate at The Men's Wearhouse, Inc. was present, addressed the council and answered questions of the council.

Councilmember Cardinal moved to table the Plans for a Comprehensive Sign Plan Amendment to allow an exterior wall sign for Men's Wearhouse at Maplewood Mall, 3001 White Bear Avenue.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

3. MnDOT I-35E MnPASS Improvements, Project 11-02, Call for Municipal Consent - Public Hearing December 10, 2012

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

Councilmember Juenemann moved to call a Public Hearing to be held at 7:00 p.m. on December 10, 2012 for the MnDOT I-35E MnPASS Improvement Project, State Project 6280-367 (City Project 11-02).

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

K. AWARD OF BIDS

None.

L. ADMINISTRATIVE PRESENTATIONS

1. Response to Council Member Cardinal's Questions Submitted at the October 8, 2012 Council Meeting

Mayor Rossbach gave the staff report.

2. Cancellation of the December 24, 2012 City Council Meeting

Councilmember Juenemann moved to cancel the Monday, December 24, 2012 City Council Meeting.

Seconded by Mayor Rossbach

Ayes – All

The motion passed.

Mayor Rossbach announced that after twenty nine years with the City of Maplewood, ten of them as our Chief of Police, David Thomalla will be retiring from law enforcement and has taken a position in the private sector.

M. COUNCIL PRESENTATIONS

1. Dispatch Policy Committee

Councilmember Juenemann reported that a decision has been made and passed onto the County Board to purchase a new Computer Assisted Dispatch (CAD) system and that the formulary for the payment will be forwarded to the City Administrators.

2. Open House

Councilmember Cardinal informed residents that there will be open house at the Recovery Center Community Foundations of Maplewood on Tuesday, October 23, 2012 from 3:00 p.m. to 6:00 p.m.

3. Maplewood Residents Serving in the Military

Councilmember Cardinal requested that City Manager Antonen research a way that the City can acknowledge Maplewood residents that are serving our country in the military.

4. Marriage Forum

Councilmember Juenemann reminded residents that the forum on the marriage amendment that the Human Rights Commissions of Maplewood and Roseville is hosting will be held on Tuesday, October 23, 2012 from 7:00 p.m. to 9:30 p.m. at the Maplewood Community Center.

N. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 9:06 p.m.

DRAFT

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Public Works Director/City Engineer
SUBJECT: **Presentation of Environmental Stewardship Award to the City of Maplewood, American Public Works Association**
DATE: November 5, 2012

INTRODUCTION

The City of Maplewood was selected for the prestigious Environmental Stewardship Award by the American Public Works Association – Minnesota Chapter (MPWA). Sherri Buss, a representative from MPWA, will be presenting the award and plaque to the Mayor and City Council to formally recognize Maplewood's extraordinary environmental leadership efforts.

DISCUSSION

The ability to influence change and lead a sustainable approach to infrastructure replacement and operations is driven by a culture that has become ingrained into Maplewood's identity. The success is the result of support from all levels: citizens, businesses, staff, appointed commission/board members, and elected officials.

Maplewood's 2030 Comprehensive Plan includes a Sustainability Chapter which outlines how the City will improve the environment by using best practices for sustainability. The vision for sustainability as outlined in the Chapter is as follows:

The city of Maplewood, in order to ensure stewardship of its environment, will promote sustainable development and practices for the preservation, design, and maintenance of its natural and built environments. Developments and practices should maintain or enhance economic opportunity and community well-being while protecting and restoring the natural environment that people, economies, and ecological systems depend on.

Multiple city departments have modified existing policies and procedures, as well as adding new initiatives, and implementing projects, to make this vision for sustainability a reality. The Environmental and Natural Resources Commission, the Green Team, and a Sustainable Operations Work Group are just a sample of the groups involved.

A sampling of the major initiatives the city has undertaken is summarized below:

A. Stormwater Management Ordinance and Standards

In the spring of 2010 the city updated its stormwater management standards to meet the requirements of the surface water management plan. These standards were used as a guide for a new stormwater ordinance, which was adopted by the City Council on June 14, 2010. The stormwater ordinance was enhanced to provide additional protections to water quality. The city also updated its stormwater standards to reflect the new ordinance. The following is a summary of the ordinance:

- All new development and redevelopment on projects which encompass one-half acre or more of disturbed area or 5,000 square-feet or more of new impervious surface will be evaluated based on the new stormwater requirements;
- Runoff rates shall not exceed the pre-project runoff rates for the 2-year, 10-year, and 100-year critical duration storm events;
- Total suspended solids will require treatment through infiltration practices for runoff volumes of at least 1.0 inch over all new impervious and redevelopment impervious portions of a project;
- No person shall throw, drain, discharge into the municipal separate storm sewer system any pollutants or waters containing any pollutants other than stormwater.
- Coal tar sealers are prohibited (refer to section below).

B. Ban on Coal Tar Sealers

An important element of the stormwater ordinance is the ban of the use of coal tar sealants. The use of coal tar sealers on asphalt driveways is a common practice. Coal tar sealant products contain polycyclic aromatic hydrocarbons (PAHs), which are a group of organic chemicals formed during the incomplete burning of coal, oil, gas, or other organic substances. Scientific studies have demonstrated a relationship between the use of these products on stormwater runoff and certain health and environmental concerns.

The city of Maplewood was one of the first in Minnesota to implement a coal tar sealant ban. We worked with White Bear Lake and officials from Austin, Texas in refining our approach and language for the ban. The City Council was very supportive of this initiative and ban has led others to follow suite within Minnesota. This has influenced change at all levels including the recent news that Jet Black will no longer use a coal tar based product for its driveway sealing operations.

C. Living Streets Initiative and Policy Development

In 2011, the city of Maplewood began to develop a Living Streets Policy for the design of new and reconstructed streets. Under the policy street design will address the safety and accessibility of transportation issues, as well as the environmental impacts to the neighborhood. Living Streets can be thought of as Complete Streets except with additional emphasis on environmental sustainability and active living.

The city created both a Working Group of internal staff representatives from various departments to help define the mission. Once clear, the council authorized a Task Force. Members that helped shape the policy were from the Community Design Review Board, Environmental and Natural Resources Commission, Planning Commission, Business and Economic Development Authority, Department Representatives, and City Council Representative. With cooperation at all levels the Task Force made final recommendations and the Policy is proposed to be considered for final adoption in early 2013.

A few key objectives of Living Streets design are as follows:

- Improve Water Quality / Reduce Storm Water Runoff
- Improve Pedestrian / Bike Safety
- Reduce Traffic Speeds
- Enhance the Urban Forest
- Promote Active Living

On another note in 2012, the City received a \$900,000 grant through the Ramsey-Washington Metro Watershed District (RWMWD) to conduct a Living Streets project. The Bartelmy-Meyer Street Improvements project already included many issues which could be addressed by the Living Streets objectives. With the added grant money staff was able to create a revised "Living Streets" design layout for this reconstruction project. Maplewood took leadership and revised its design and worked actively with neighborhood residents to attain buy-in and produce a street improvement project that:

- 1) Narrowed streets from 30' down to 24' (improved stormwater quality through footprint reduction, slows traffic)
- 2) Added sidewalks adjacent to every street (walkability/active living)
- 3) Made focused efforts to increase rainwater garden participation (clean stormwater)
- 4) Additional tree plantings throughout the neighborhood
- 5) Reduced cost and future maintenance through reduce footprint and enhanced water quality features

D. Rainwater Gardens

In 1996, Maplewood installed its first rain gardens to help manage stormwater. Today the city has over 700 home rain gardens and over 60 rain gardens on City land! We are nationally known for our rain gardens and to continue the high rate of participation through one-on-one consultations in addition to offering Stormwater (Environmental) Utility Fee incentives for those that opt for a raingarden.

Maplewood's Rain Garden Program:

- **Rain gardens on Maplewood street reconstruction projects.** When people talk about Maplewood rain gardens, they are usually talking about the gardens that were created as part of street reconstruction projects. Since 1996, the City has installed over 700 boulevard raingardens and over 60 city rain gardens as part of street reconstruction projects.
- **Installing a rain garden on your own.** Maplewood encourages residents that are not on street reconstruction projects to consider installing a rain garden on their own. Maplewood Public Works takes care of adding the curb cut to help accomplish stormwater treatment into retrofit raingardens.
- **Rain gardens for developments and businesses.** Maplewood encourages developers and businesses to consider rain gardens when determining how best to infiltrate runoff from their site. Several developers and businesses have created beautiful rain gardens in our community.

The City Naturalist and Nature Center play a key role in education and development of the various planting palettes residents can select to fit their aesthetic and maintenance expectations.

E. Sustainable Public Works Operations

Fleet:

The city of Maplewood has 136 vehicles in its fleet. These vehicles are used to meet city service demands including providing public safety and maintaining city roads, sanitary and storm sewer systems, and park land. The city, in an effort to create the most efficient fleet possible, completed a fleet audit and inventory, an important first step in understanding where efficiency might be improved. Strategies outlined in the audit include:

- “Right sizing” the fleet – matching vehicle type with its intended use
- Conversion to biofuels
- Conversion to high efficiency and hybrid vehicles
- Driver education and behavior programs
- Greening fleet maintenance

Implementing select strategies has allowed us to become a more efficient fleet. These changes have resulted in energy and cost savings, cleaner air, and lower CO2 emissions. For example the City adopted a “No Idling Policy”, continues to right-size its fleet, and upgraded its fleet and fuel system software.

Snow and Ice Control

A retrofit of snow plow trucks in 2010 with side shield and spreader controls was initiated resulting in a large reduction in salt application by more efficiently utilizing the materials. Using less salt translates into reduced amount of chlorides reaching our prized lakes and wetlands. In addition sand use has been eliminated as a normal ice control measure thereby resulting in reduced sediments reaching ponds that would otherwise require more frequent dredging. The city is already realizing a savings (both financial and environmental) from eliminating sand use and reducing its salt application.

Street Sweeping

The Public Works crews make a full pass on city streets a minimum of 5 times per year, with sweeping events strategically timed to ensure maximized pick up of materials. For example in April after the snow melts and prior to rain storms washing debris downstream, our crews will have already made one full pass.

Turf Management / Invasive Plant Control

The city has reduced mowing activities allowing more areas to grow naturally. The city has also reduced pesticide applications in its Parks.

Also, the city has long been concerned about invasive species. Maplewood was one of the first cities in the region to develop a curbside pickup program for buckthorn. The city was a founding member of Ramsey County Cooperative Weed Association. In 2011, we initiated a pilot project – The Plant Patrol – to develop a citizen monitoring program for invasive plants. This is a first alert program to find and stop new invasive species before they become widespread. Data collected by our volunteers are entered into a national and contribute to developing an understanding of the nationwide spread of individual invasive species. Wild parsnip, Japanese knotweed, and oriental bittersweet are a few of the species that we have mapped and managed.

F. City-wide Organized Trash Hauling

Due to environmental and economic concerns regarding multiple waste haulers the city of Maplewood has implemented an Organized Trash Hauling Plan. After many years of research and preparation by city staff and the Environmental and Natural Resources Commission, the City Council authorized the plan in November of 2011. The organized trash hauling implementation began on October 1, 2012.

The impacts of an organized waste collection system include reduced vehicle emissions, reduced

noise, an increase in pavement life, reduced litter and increased aesthetics, a reduction in illegal dumping, and increased safety. There is also a significant cost savings to the residents in the fees for service.

This was a very challenging process but was met with strong leadership in transitioning to a “Sustainable Maplewood.”

G. Energy

Renewable Energy Ordinance

On October 10, 2011, the City Council adopted a Renewable Energy Ordinance. The ordinance promotes energy systems that have positive impacts in energy conservation and includes regulations that will allow for wind, solar and geothermal energy systems in residential and commercial zoning districts.

Solar Energy Panels

In an effort to reduce our carbon footprint, the city has installed three solar arrays. The arrays were installed at the Maplewood Nature Center, on the roof of the Maplewood Community Center, and on the City Hall campus grounds.

The funding for these projects was received from grants such as the Solar Energy Legacy Grant from the Minnesota Department of Natural Resources, State ARRA Grants, Made in Minnesota Incentives, and Xcel Energy Solar Rewards Money.

Public Outreach Efforts and Education

For over 30 years, naturalists at the Maplewood Nature Center have led our community in learning about nature and environmental issues. Over the years, programming has evolved to respond to changing technology, new information, and community needs. The city uses many methods of engaging residents in learning and action: exhibits, demonstration areas, service programs, articles, brochures, and website, in addition to a full slate of programs for individuals, families, and school groups. An innovative program in 2010, *The Extreme Green Makeover*, presented a series of sustainable landscaping classes and one homeowner won a front yard makeover. That residence is now used to demonstrate sustainable landscaping concepts.

Maplewood has been especially progressive in its service learning and stormwater education programs. Our Watershed Watchers program, designed for 4th and 5th graders, is now 12 years old. Students have classroom sessions on stormwater pollution and then visit the Nature Center for “pond study”, which helps them make the connection between the street and local wetlands. Their final session is a service session to plant shrubs or perennials in a public rain garden. We also have a strong service learning program with Century College biology students focused on natural resource and stormwater BMP projects. In addition, the city has taught a popular rain gardening series for adults for over 10 years.

Demonstration areas and interpretation are a key part of education. The nature center has indoor and outdoor exhibits on stormwater management, natural landscaping, and solar energy. A beautifully designed makeover of the Nature Center yard in 2010 became a great way to educate residents on possibilities for a sustainable yard. Project by project, Maplewood is restoring the natural areas at city hall campus and creating a more environmentally friendly landscaping by reducing areas of mowed

lawn, adding rain gardens, and transitioning to more drought tolerant plantings.

Seasons, a quarterly environmental insert for the city newsletter, has tackled a host of environmental topics to keep our residents informed on city environmental issues, stewardship projects, and things residents can do to improve the environment at home and in their neighborhood.

Summary

Maplewood has been an environmental leader for over thirty years. Milestones include:

- 1978 – One of first cities in the Metro area to establish a Nature Center
- 1993 – First city in the region to pass a bonding referendum to preserve open space
- 1997 – First city in the region to use rain gardens to help manage stormwater runoff
- 2005– Nature Center creates new exhibits that focus on water quality and stormwater education
- 2000's – One of first cities in region to provide curbside buckthorn pickup
- 2000's—City receives Landscape Ecology Awards Program (LEAP) award for city hall campus native plantings
- 2007—City installs its first porous asphalt parking lot (now have 3)
- 2008 – University of Minnesota students complete Sustainable Maplewood 2050 project
- 2008 – City maps natural area greenways
- 2008 – *Seasons*, a quarterly environmental insert, first appears in Maplewood's city newsletter
- 2009 – City becomes a Green Step City
- 2009 – City establishes a Green Team to address environmental issues within the organization
- 2010 – City adopts new stormwater management plan and bans coal tar sealants
- 2010 – City adopts new wetland ordinance, with improved buffer requirements
- 2010 – Nature Center installs new landscape featuring stormwater BMP's and native landscaping
- 2010—City retrofits snowplows and adjusts sand/salt mix
- 2011 – City is founding member of Ramsey Country Cooperative Weed Management Association
- 2011 – City initiates Plant Patrol, a pilot program for citizen monitoring of invasive species
- 2011 – Solar panels and solar interpretive display installed at Maplewood Nature Center
- 2012—City adopts organized trash collection
- 2012 – City becomes a Blue Star Award Recipient for special commitment to Minnesota's water (ranked 4th overall)

RECOMMENDATION

No action is needed.

Attachments:

Various Photos



Lark/Prosperity Neighborhood Raingarden



Solar Panel Ribbon Cutting



Porous Concrete Parking Lot (Western Hills Park)



Nature Center Solar Panel and Native Plantings



Maplewood Preserves



Cleanup and Educational Events



Contract Trash Hauling



Solar Panel Array at City Hall



Living Streets Policy
(Photo Courtesy Barr Engineer)



Maplewood Public Works Sustainable Operations

MEMORANDUM

TO: Environmental and Natural Resources Commission
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: **Acknowledgement of Girl Scouts of Northern Lights Service Unit Involvement in the October 13, 2012 Centennial Day of Service**
DATE: November 6, 2012 for the November 15 City Council Meeting

BACKGROUND

Centennial Day of Service

The Girl Scouts of Northern Lights Service Unit celebrated the 100th year of Girl Scouts by participating in the Centennial Day of Service on October 13, 2012. The Northern Lights Service Unit consists of Girl Scouts from Maplewood, North St. Paul, and Oakdale. The Centennial Day of Service was a nationwide, take-action project to offer Girl Scouts a leadership experience, make a positive impact on the environment, and increase awareness of Girl Scouts in communities.

Before the event Girl Scouts from across the Country took the water quality pledge, which included a list of action items to improve and save water. During the event Girl Scouts participated in leaf raking from public spaces, distributing educational water quality door hangers, and labeling storm drains with messages reminding people that only rain should go down the storm drains.

County Road C Leaf Raking Party

Before the rain fell on Saturday, October 13, neighbors and Girl Scouts cleared the storm drains of leaves along County Road C, between White Bear Avenue and Highway 61. The group collected 72 yard waste bags of leaves from the street and boulevard. That equals 15 pounds of phosphorus removed from the street prior to the rain discharging it into the storm drains and nearby Lake Kohlman.

Young Girl Scouts arrived in the neighborhood first, distributing educational door hangers at each home. They were followed by older Girl Scouts who helped neighbors rake, sweep and bag the leaves. A van with a trailer followed to pick up the bags of leaves and deliver them to Harmony Garden and a Ramsey County compost site.

Randee Edmundson, Chair of the Environmental and Natural Resources Commission, helped coordinate the event. Commissioner Edmundson reported that the biggest benefit from the day was educating the neighborhood about how to keep our water clean, including keeping leaves and grass out of the storm drains to prevent phosphorus from entering the watershed.

Girl Scout Troop #53655

A group of seven fourth graders from Presentation school will be present at the November 15 City Council meeting. Troop #53655 participated in the Centennial Day of Service and the County Road C Leaf Raking Party. The troop is also attending the City Council meeting to observe government in action for the Girl Scout's Government Badge.

SUMMARY

The City of Maplewood would like to acknowledge Troop #53655 and the Northern Lights Service Unit for their involvement in the Girl Scout Centennial Day of Service on October 13. Their efforts helped educate Maplewood residents about the importance of water quality and helped remove 15 pounds of phosphorus from the Kohlman Lake watershed.

Agenda Report

TO: James W. Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant
DATE: November 7, 2012
SUBJECT: **Commissioner Appointments**
a. **Environmental & Natural Resources Commission**
b. **Planning Commission**
c. **Police Civil Service Commission**

INTRODUCTION/SUMMARY

There are a total of three openings due to commissioner terms ending and resignations: one on the Environmental & Natural Resources Commission, one on the Parks & Recreation Commission, and one on the Police Civil Service Commission. The City has advertised and accepted applications from interested individuals. The City Council then interviewed the candidates for these commissions 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.

Environmental & Natural Resources Commission

- _____, term expires September 30, 2014

Planning Commission

- Alvin Bierbaum, term expires December 31, 2015

Police Civil Service Commission

- Lisa Liddell, term expires December 31, 2015

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:

Environmental & Natural Resources Commission

- _____, term expires September 30, 2014

Planning Commission

- Alvin Bierbaum, term expires December 31, 2015

Police Civil Service Commisison

- Lisa Liddell, term expires December 31, 2015

AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: November 15, 2012

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

ACCOUNTS PAYABLE:

\$ 676,106.34	Checks # 88172 thru # 88213 dated 10/23/12
\$ 339,047.76	Disbursements via debits to checking account dated 10/15/12 thru 10/19/12
\$ 2,090,261.25	Checks # 88214 thru # 88270 dated 10/23/12 thru 10/30/12
\$ 255,911.23	Disbursements via debits to checking account dated 10/22/12 thru 10/26/12
\$ 347,304.88	Checks # 88271 thru # 88335 dated 11/1/12 thru 11/6/12
\$ 388,829.70	Disbursements via debits to checking account dated 10/29/12 thru 11/2/12
<u>\$ 4,097,461.16</u>	Total Accounts Payable

PAYROLL

\$ 507,961.46	Payroll Checks and Direct Deposits dated 10/26/12
\$ 1,639.84	Payroll Deduction check # 9987558 thru # 9987561 dated 10/26/12
<u>\$ 509,601.30</u>	Total Payroll
<u><u>\$ 4,607,062.46</u></u>	GRAND TOTAL

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

sb
 attachments

**Check Register
City of Maplewood**

10/22/2012

Check	Date	Vendor	Description	Amount	
88172	10/23/2012	02639	ARNT CONSTRUCTION INC	PROJ 04-21 GLADSTONE 1 PMT#3	514,414.64
88173	10/23/2012	04508	BETWEEN THE LINES	FALL SOFTBALL UMPIRES MAPLEWOOD	2,548.00
	10/23/2012	04508	BETWEEN THE LINES	FALL SOFTBALL UMPIRES N ST PAUL	624.00
88174	10/23/2012	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 11-14 PROF SRVS THRU 09/30	27,100.17
88175	10/23/2012	04943	JOE RUEB	REIMB FOR MILEAGE & PARKING 5/1-10/18	294.54
88176	10/23/2012	05026	ADVANTAGE SPORTS LLC	TENNIS INSTRUCTION FALL SESSION	1,116.50
88177	10/23/2012	00111	ANIMAL CONTROL SERVICES	PATROL HOURS 09/24 - 10/14	2,145.00
	10/23/2012	00111	ANIMAL CONTROL SERVICES	BOARDING SRVS & DISPOSAL	134.01
88178	10/23/2012	04227	JAMES ANTONEN	REIMB FOR MEALS & MISC 10/6 - 10/10	1,209.17
88179	10/23/2012	02324	APPLIED ECOLOGICAL SERVICES	RESTORATION @ BEAVER CREEK	2,249.83
88180	10/23/2012	05114	BOLTON & MENK, INC.	PROJ 02-07 ENGINEERING FEE	4,685.00
88181	10/23/2012	00420	DOWNTOWNER DETAIL CENTER	VEHICLE CLEANING & DETAILING SEPT	181.68
88182	10/23/2012	00003	ESCROW REFUND	REFUND ESCROW SCOTT BUILDERS	4,450.00
88183	10/23/2012	00003	ESCROW REFUND	REFUND ESCROW MCDONALD HOMES	1,000.00
88184	10/23/2012	00003	ESCROW REFUND	ESCROW REFUND VENTURE HOMES	1,000.00
88185	10/23/2012	00003	ESCROW REFUND	ESCROW REFUND KEN BUCHE	1,000.00
88186	10/23/2012	00003	ESCROW REFUND	ESCROW REFUND H & B ELEVATORS	1,000.00
88187	10/23/2012	00531	FRA-DOR INC.	BLACK DIRT - CAMPUS TRAIL	256.52
88188	10/23/2012	05101	GENERAL NANOSYSTEMS, INC.	FORENSIC COMPUTER FOR PD	6,224.31
88189	10/23/2012	05108	DAVID G. HERZIG	KITE BUILDING ACTIVITY @ FISH CREEK	150.00
88190	10/23/2012	03597	MARY JO HOFMEISTER	REIMB FOR MILEAGE 8/23 - 10/4	13.60
88191	10/23/2012	05074	JAMI KLIETHERMES	ELECTION JUDGE TRAINING	18.50
88192	10/23/2012	04668	ROSEMARY KOCH	ELECTION JUDGE TRAINING	18.50
88193	10/23/2012	00809	TOMMY KONG	SECURITY OFFICER FOR MCC OCT 6	245.00
88194	10/23/2012	04679	DONNA LAWRENCE	ELECTION JUDGE TRAINING/PRIMARY	157.25
88195	10/23/2012	00986	METROPOLITAN COUNCIL	MONTHLY SAC - SEPT	72,581.85
88196	10/23/2012	00001	ONE TIME VENDOR	REFUND EVENT 360 3-DAY SURETY BOND	5,000.00
	10/23/2012	00001	ONE TIME VENDOR	REFUND EVENT 360 PERMIT OVERPD	774.00
	10/23/2012	00001	ONE TIME VENDOR	REFUND EVENT 360 TEMP FOOD PERMIT	110.00
88197	10/23/2012	00001	ONE TIME VENDOR	REIMB J FLAHERTY DRIVEWAY APRON	578.74
88198	10/23/2012	00001	ONE TIME VENDOR	REFUND J REAGAN ADDING ERROR	100.00
88199	10/23/2012	00001	ONE TIME VENDOR	REFUND M LINDSTROM ENROLLMENT	90.00
88200	10/23/2012	00001	ONE TIME VENDOR	REFUND A VANRANST REDUCED FEE	50.00
88201	10/23/2012	05112	JAMES PARKER	SECURITY OFFICER MCC OCT 12	210.00
88202	10/23/2012	01345	RAMSEY COUNTY	PROJ 11-19 RECORDING FEES	46.00
88203	10/23/2012	01338	RAMSEY COUNTY-VITAL RECORDS	REGISTER NOTARY COMMISSION	20.00
88204	10/23/2012	05113	RENA'S KITCHEN MUSIC LLC	OCT 13 SHOW SETTLEMENT	3,087.00
88205	10/23/2012	01455	MICHAEL SHORTREED	SECURITY OFFICER MCC OCT 13	280.00
88206	10/23/2012	04574	SIGNALSCAPE, INC.	SUPPORT/MAINT STARWITNESS VIDEO	1,000.00
88207	10/23/2012	05111	LUKE THOMAS SOCHA	SOFTBALL UMPIRE - JUNE	80.00
88208	10/23/2012	04883	SPRING LAKE PARK FIRE DEPT INC	BLUE CARD TRAINING	8,731.00
88209	10/23/2012	01836	CITY OF ST PAUL	SRVS (RMS) PROVIDED TO PD - OCT	5,196.09
	10/23/2012	01836	CITY OF ST PAUL	STREET LIGHT REPAIR/LOCATES SEPT	1,754.52
	10/23/2012	01836	CITY OF ST PAUL	2 TON ASPHALT	142.23
88210	10/23/2012	01573	TOM SZCZEPANSKI	SECURITY OFFICER FOR MCC SEPT 29	245.00
88211	10/23/2012	04528	SARA M. R. THOMPSON	ZUMBA INSTUCTION - SEPT	194.50
88212	10/23/2012	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING FEE	3,349.19
88213	10/23/2012	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SING MCC - SEPT	250.00

676,106.34

42 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>
10/15/2012	MN State Treasurer	Drivers License/Deputy Registrar	16,622.05
10/15/2012	MN Dept of Natural Resources	DNR electronic licenses	374.00
10/15/2012	VANCO	Billing fee	116.50
10/15/2012	U.S. Treasurer	Federal Payroll Tax	92,120.81
10/15/2012	P.E.R.A.	P.E.R.A.	88,057.83
10/16/2012	MN State Treasurer	Drivers License/Deputy Registrar	26,962.46
10/16/2012	MN Dept of Revenue	MN Care Tax	6,839.00
10/16/2012	MidAmerica - ING	HRA Flex plan	13,586.98
10/16/2012	Labor Unions	Union Dues	2,114.90
10/16/2012	US Bank	Encoding adjustment	50.00
10/17/2012	MN State Treasurer	Drivers License/Deputy Registrar	21,079.99
10/17/2012	Pitney Bowes	Postage	2,985.00
10/17/2012	MN State Treasurer	State Payroll Tax	19,980.40
10/18/2012	MN State Treasurer	Drivers License/Deputy Registrar	37,666.21
10/19/2012	MN State Treasurer	Drivers License/Deputy Registrar	8,892.25
10/19/2012	MN Dept of Natural Resources	DNR electronic licenses	199.50
10/19/2012	Optum Health	DCRP & Flex plan payments	1,399.88
TOTAL			<u><u>339,047.76</u></u>

**Check Register
City of Maplewood**

10/26/2012

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
88214	10/23/2012	01345	RAMSEY COUNTY	PROJ 09-08 PARCELS 10,19 & 24	267,900.00
88215	10/23/2012	05116	SCHNITKER LAW OFFICE, P.A.	EASEMENT ACQUISITION PARCEL 18	293,700.00
88216	10/24/2012	02464	US BANK	Replenish ATM Machine at City Hall	10,000.00
88217	10/30/2012	00216	BRIGGS & MORGAN, P.A.	TIF FEES FOR 3M	1,000.00
88218	10/30/2012	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - SEPT	800.80
88219	10/30/2012	04206	H.A. KANTRUD	ATTORNEY SRVS FEES/RENT - NOV	15,150.00
88220	10/30/2012	04944	HILLCREST VENTURES LLC	BANQUET ROOM ORDERS - JULY	969.36
	10/30/2012	04944	HILLCREST VENTURES LLC	BANQUET ROOM ORDERS - SEPT	541.32
	10/30/2012	04944	HILLCREST VENTURES LLC	BANQUET ROOM ORDERS - AUG	522.15
88221	10/30/2012	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 9/30	75,837.48
	10/30/2012	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 04-21 PROF SRVS THRU 9/30	18,500.93
	10/30/2012	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 08-13 PROF SRVS THRU 9/30	3,426.45
	10/30/2012	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 04-25 PROF SRVS THRU 9/30	1,767.55
88222	10/30/2012	00985	METROPOLITAN COUNCIL	WASTEWATER - NOVEMBER	202,927.10
88223	10/30/2012	04316	CITY OF MINNEAPOLIS RECEIVABLES	AUTO PAWN SYSTEM - SEPT	539.40
88224	10/30/2012	01941	PATRICK TROPHIES	MEDALS FOR SOCCER	911.91
	10/30/2012	01941	PATRICK TROPHIES	MEDALS FOR SOCCER	191.42
	10/30/2012	01941	PATRICK TROPHIES	MEDALS FOR 5K	56.26
88225	10/30/2012	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS FOR JOY PARK BUFFER	1,637.33
	10/30/2012	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS FOR MEDIAN PLANTING	1,147.84
	10/30/2012	01337	RAMSEY COUNTY-PROP REC & REV	PLANTS FOR RESIDENT RAINGARDENS	534.38
88226	10/30/2012	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - SEPT 16 - 30	651.00
88227	10/30/2012	01574	T.A. SCHIFSKY & SONS, INC	PROJ 11-14 BARTELMY-MEYER PMT#7	524,065.68
	10/30/2012	01574	T.A. SCHIFSKY & SONS, INC	1100 TON 41 WEAR-	21,671.04
88228	10/30/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	17,656.66
	10/30/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,582.93
	10/30/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,107.78
	10/30/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	167.08
	10/30/2012	01190	XCEL ENERGY	FIRE SIRENS	22.79
88229	10/30/2012	01798	YOCUM OIL CO.	CONTRACT DIESEL FUEL - OCT	9,522.54
88230	10/26/2012	00001	ONE TIME VENDOR	REFUND LITTLE CANADA CANADIAN DAYS	159.93
88231	10/30/2012	04047	ASHLAND PRODUCTIONS	SOUND TECH FOR MCC 9-22 & 10-2	150.00
	10/30/2012	04047	ASHLAND PRODUCTIONS	FACE PAINTER MCC B-DAY PARTIES SEPT	96.00
88232	10/30/2012	00159	PAUL BARTZ	REIMB FOR UNIFORM 9/3	207.06
88233	10/30/2012	01974	BLUE CROSS REFUNDS	REFUND FOR TRANS MEDIC CHEE YANG	89.45
	10/30/2012	01974	BLUE CROSS REFUNDS	REFUND FOR TRANS MEDIC H LENZ	87.77
88234	10/30/2012	00262	JEANETTE CARLE	REIMB ELECTION JUDGE MILEAGE	17.76
88235	10/30/2012	00003	ESCROW REFUND	ESCROW - ALEXANDER COLE GROUP	1,000.00
88236	10/30/2012	00003	ESCROW REFUND	ESCROW REFUND GERALD HINZ	1,000.00
88237	10/30/2012	02567	EVERGREEN LAND SERVICES	PROJ 09-08 ACQUISITION SRVS 10/1-10/15	2,805.00
	10/30/2012	02567	EVERGREEN LAND SERVICES	PROJ 09-08 ACQUISITION SRVS 9/16-9/30	1,500.00
88238	10/30/2012	02081	FINAL TOUCH SERVICES, LLC	MCC WINDOW CLEANING	819.73
	10/30/2012	02081	FINAL TOUCH SERVICES, LLC	MCC WINDOW CLEANING	638.00
	10/30/2012	02081	FINAL TOUCH SERVICES, LLC	MCC WINDOW CLEANING	638.00
	10/30/2012	02081	FINAL TOUCH SERVICES, LLC	CAMPUS WINDOW CLEANING	445.67
	10/30/2012	02081	FINAL TOUCH SERVICES, LLC	CAMPUS WINDOW CLEANING	401.85
	10/30/2012	02081	FINAL TOUCH SERVICES, LLC	CAMPUS WINDOW CLEANING	320.63
	10/30/2012	02081	FINAL TOUCH SERVICES, LLC	CAMPUS WINDOW CLEANING	240.47
	10/30/2012	02081	FINAL TOUCH SERVICES, LLC	CAMPUS WINDOW CLEANING	235.13
88239	10/30/2012	05115	FLEETPRIDE	POWER DIVIDER FOR TRUCK #544	3,140.59
	10/30/2012	05115	FLEETPRIDE	POWER DIVIDER TRUCK #544 CORE	-961.88
88240	10/30/2012	04867	FOTH INFRASTRUCTURE & ENVIR	IMPLEMENTATION OF TRASH PLAN	1,875.00
88241	10/30/2012	02506	HUNT ELECTRIC CORP	ELECTRICAL LABOR LIFT STATION 12	188.00
88242	10/30/2012	00842	LANDMARK INC	LARK AVE SETTLEMENT	75,000.00
88243	10/30/2012	04900	LASTING IMPRESSIONS BY AMY LLC	CEILING DRAPING FOR MCC OCT 6	600.00
88244	10/30/2012	00857	LEAGUE OF MINNESOTA CITIES	STORMWATER COALITION CONTRIB	1,240.00
88245	10/30/2012	00870	RANDY LINDBLOM	REIMB FOR PARKING 10/22	8.00
88246	10/30/2012	00942	MARSDEN BLDG MAINTENANCE CO	CAMPUS BUILDING CLEANING - OCT	6,386.85
88247	10/30/2012	00983	METRO SALES INC	LEASE PMT 10/15/12 TO 11/15/12	484.14
88248	10/30/2012	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - OCT	3,127.36
	10/30/2012	01175	CITY OF NORTH ST PAUL	PROFIT SHARING SOFTBALL LEAGUE	1,161.00
88249	10/30/2012	04807	NUSS TRUCK & EQUIPMENT	MACK GU712 SINGLE AXLE TRUCK (MN STATE	100,304.28
88250	10/30/2012	00001	ONE TIME VENDOR	REFUND P MILLER FOR TRANS MEDIC	965.00
88251	10/30/2012	00001	ONE TIME VENDOR	REFUND E BONRUD - TREE REBATE	100.00

88252	10/30/2012	00001	ONE TIME VENDOR	REFUND M COUGHLIN - TREE REBATE	100.00
88253	10/30/2012	00001	ONE TIME VENDOR	REFUND S LEGATO - TREE REBATE	100.00
88254	10/30/2012	00001	ONE TIME VENDOR	REFUND J STENMAN - TREE REBATE	100.00
88255	10/30/2012	00001	ONE TIME VENDOR	REFUND J HANGGI - TREE REBATE	60.26
88256	10/30/2012	00001	ONE TIME VENDOR	REFUND D JOHNSON - TREE REBATE	50.00
88257	10/30/2012	00001	ONE TIME VENDOR	REIMB K FECHTER FOR SOD REPLACEMENT	50.00
88258	10/30/2012	00001	ONE TIME VENDOR	REFUND N O'NEILL CLASS CANCELLED	20.00
88259	10/30/2012	00001	ONE TIME VENDOR	REFUND P FIEGE EVENT CANCELLED	10.00
88260	10/30/2012	02903	PARK CONSTRUCTION CO	PROJ 09-09 PHASE 1 PMT#1	393,226.50
88261	10/30/2012	05103	PERFORMANCE PLUS LLC	SCBA TESTING	3,850.00
88262	10/30/2012	04964	POINTS TO HEALTH LLC	ACUPUNCTURIST 3RD QTR	960.00
88263	10/30/2012	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - OCT	100.00
88264	10/30/2012	04822	THE FIRST SIGNS OF FIRE	EQUIPMENT LABELING	138.50
88265	10/30/2012	05038	SIMON YOUTH FOUNDATION, INC.	CHARITABLE GAMBLING	36.53
88266	10/30/2012	00198	ST. PAUL REGIONAL WATER SRVS	WATER USAGE & METER REMOVAL	246.97
88267	10/30/2012	04339	MICHAEL STREFF	REIMB FOR UNIFORM 10/4	84.28
88268	10/30/2012	05117	SUMMIT ENVIROSOLUTIONS, INC	PROJ 04-21 PROF SRVS 6/15 - 9/29	3,998.75
88269	10/30/2012	04334	ULTRAMAX	POLICE AMMUNITION ORDER	3,104.49
	10/30/2012	04334	ULTRAMAX	POLICE AMMUNITION ORDER	2,190.00
88270	10/30/2012	04570	WOODRUNN/WOODLOCH INC.	DAY CAMP LESSONS	360.00
	10/30/2012	04570	WOODRUNN/WOODLOCH INC.	DAY CAMP LESSONS	270.00
	10/30/2012	04570	WOODRUNN/WOODLOCH INC.	SCHOOLS OUT FIELD TRIP OCT 18	225.00

2,090,261.25

57 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>
10/22/2012	MN State Treasurer	Drivers License/Deputy Registrar	23,157.56
10/22/2012	MN Dept of Revenue	Fuel Tax	277.88
10/22/2012	MN Dept of Revenue	Sales Tax	5,797.00
10/23/2012	MN State Treasurer	Drivers License/Deputy Registrar	29,834.36
10/24/2012	MN State Treasurer	Drivers License/Deputy Registrar	48,640.88
10/25/2012	MN State Treasurer	Drivers License/Deputy Registrar	35,614.39
10/25/2012	ING - State Plan	Deferred Compensation	27,521.00
10/26/2012	MN State Treasurer	Drivers License/Deputy Registrar	20,312.58
10/26/2012	MN Dept of Natural Resources	DNR electronic licenses	144.50
10/26/2012	US Bank VISA One Card*	Purchasing card items	57,840.09
10/26/2012	Optum Health	DCRP & Flex plan payments	2,301.84
10/26/2012	ICMA (Vantagepointe)	Deferred Compensation	4,469.15
TOTAL			<u><u>255,911.23</u></u>

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
10/17/2012	10/18/2012	WASHINGTON COUNTY	\$250.00	MANDY ANZALDI
10/18/2012	10/19/2012	OLD LOG THEATER	\$387.00	MANDY ANZALDI
10/04/2012	10/08/2012	GOVERNMENT FINANCE OFFIC	(\$135.00)	GAYLE BAUMAN
10/04/2012	10/08/2012	GOVERNMENT FINANCE OFFIC	(\$135.00)	GAYLE BAUMAN
10/17/2012	10/19/2012	GOVERNMENT FINANCE OFFIC	\$505.00	GAYLE BAUMAN
10/05/2012	10/08/2012	OFFICE DEPOT #1090	\$373.71	REGAN BEGGS
10/08/2012	10/09/2012	ST PAUL STAMP WORKS INC	\$94.01	REGAN BEGGS
10/15/2012	10/17/2012	OFFICE DEPOT #1090	\$78.65	REGAN BEGGS
10/06/2012	10/08/2012	VZWRLSS*APOCC VISN	\$296.50	CHAD BERGO
10/11/2012	10/12/2012	NORTHLAND PET SUPPLY	\$759.95	BRIAN BIERDEMAN
10/17/2012	10/18/2012	DIVE RESCUE INTERNATIONAL	\$1,180.35	RON BOURQUIN
10/04/2012	10/08/2012	TOYS R US #6046	(\$24.63)	NEIL BRENEMAN
10/05/2012	10/08/2012	TARGET 00025197	(\$13.93)	NEIL BRENEMAN
10/05/2012	10/08/2012	TARGET 00025197	\$3.75	NEIL BRENEMAN
10/11/2012	10/12/2012	USPS 26834500133401316	\$5.75	NEIL BRENEMAN
10/05/2012	10/08/2012	THE HOME DEPOT 2801	\$68.37	TROY BRINK
10/04/2012	10/08/2012	OFFICE DEPOT #1090	\$84.92	SARAH BURLINGAME
10/11/2012	10/12/2012	PAYPAL *HEALTHSOURC	\$155.00	SARAH BURLINGAME
10/13/2012	10/15/2012	TARGET 00008201	\$12.50	SARAH BURLINGAME
10/10/2012	10/11/2012	OPTICS PLANET INC	\$33.07	DANIEL BUSACK
10/10/2012	10/11/2012	OPTICS PLANET INC	\$44.99	DANIEL BUSACK
10/10/2012	10/12/2012	DEPARTMENT OF LABOR AND I	\$110.00	NICHOLAS CARVER
10/05/2012	10/08/2012	NOR*NORTHERN TOOL	\$40.53	SCOTT CHRISTENSON
10/05/2012	10/08/2012	WW GRAINGER	\$74.47	SCOTT CHRISTENSON
10/11/2012	10/12/2012	VIKING ELECTRIC - CREDIT	\$77.06	SCOTT CHRISTENSON
10/11/2012	10/12/2012	VIKING ELECTRIC - CREDIT	\$25.65	SCOTT CHRISTENSON
10/11/2012	10/12/2012	VIKING ELECTRIC - CREDIT	\$236.89	SCOTT CHRISTENSON
10/11/2012	10/12/2012	VIKING ELECTRIC - CREDIT	\$155.67	SCOTT CHRISTENSON
10/12/2012	10/15/2012	THE HOME DEPOT 2801	\$45.29	SCOTT CHRISTENSON
10/15/2012	10/17/2012	THE HOME DEPOT 2801	(\$28.48)	SCOTT CHRISTENSON
10/15/2012	10/17/2012	THE HOME DEPOT 2801	\$108.83	SCOTT CHRISTENSON
10/16/2012	10/17/2012	HENRIKSEN ACE HARDWARE	\$7.49	SCOTT CHRISTENSON
10/17/2012	10/18/2012	VIKING ELECTRIC - CREDIT	(\$77.06)	SCOTT CHRISTENSON
10/17/2012	10/18/2012	VIKING ELECTRIC - CREDIT	\$384.75	SCOTT CHRISTENSON
10/09/2012	10/10/2012	TARGET 00006940	\$27.81	CHARLES DEAVER
10/09/2012	10/10/2012	G&K SERVICES 182	\$90.58	CHARLES DEAVER
10/11/2012	10/12/2012	SUPERAMERICA 4848	\$3.82	CHARLES DEAVER
10/11/2012	10/12/2012	MENARDS 3022	\$107.26	CHARLES DEAVER
10/11/2012	10/15/2012	MILLS FLEET FARM #2,700	\$63.18	CHARLES DEAVER
10/16/2012	10/17/2012	AUTOZONE #3082	\$6.42	CHARLES DEAVER
10/17/2012	10/18/2012	MENARDS 3022	\$4.25	CHARLES DEAVER
10/10/2012	10/11/2012	INTOXIMETERS	\$27.20	RICHARD DOBLAR
10/17/2012	10/18/2012	UNIFORMS UNLIMITED INC.	\$26.99	RICHARD DOBLAR
10/08/2012	10/10/2012	THE HOME DEPOT 2801	\$38.91	TOM DOUGLASS
10/09/2012	10/10/2012	WW GRAINGER	\$50.07	TOM DOUGLASS
10/10/2012	10/11/2012	NUCO2 01 OF 01	\$95.54	TOM DOUGLASS
10/10/2012	10/11/2012	NUCO2 01 OF 01	\$201.93	TOM DOUGLASS
10/10/2012	10/11/2012	NUCO2 01 OF 01	\$158.35	TOM DOUGLASS
10/10/2012	10/11/2012	NUCO2 01 OF 01	\$104.48	TOM DOUGLASS
10/10/2012	10/11/2012	NUCO2 01 OF 01	\$230.76	TOM DOUGLASS
10/10/2012	10/11/2012	VIKING SPRINKLER COMPANY	\$125.00	TOM DOUGLASS
10/10/2012	10/12/2012	THE HOME DEPOT 2801	\$164.52	TOM DOUGLASS
10/11/2012	10/12/2012	BRIN NORTHWESTERN GLASS C	\$238.00	TOM DOUGLASS
10/15/2012	10/17/2012	THE HOME DEPOT 2801	(\$88.06)	TOM DOUGLASS
10/15/2012	10/17/2012	THE HOME DEPOT 2801	(\$13.32)	TOM DOUGLASS

10/16/2012	10/18/2012	LAW ENFORCEMENT TARGETS	\$145.03	MICHAEL DUGAS
10/16/2012	10/18/2012	GADSDEN AND CULPEPER	\$91.74	MICHAEL DUGAS
10/05/2012	10/08/2012	HENRIKSEN ACE HARDWARE	\$20.30	DAVE EDSON
10/09/2012	10/10/2012	JOHN DEERE LANDSCAPES530	\$57.15	DAVE EDSON
10/05/2012	10/08/2012	MCKNIGHT MARKET & DELI	\$7.58	ANDREW ENGSTROM
10/12/2012	10/15/2012	NW LASERS AND INSTRUMENT	\$357.31	ANDREW ENGSTROM
10/05/2012	10/08/2012	WM EZPAY	\$455.60	LARRY FARR
10/05/2012	10/08/2012	WM EZPAY	\$1,025.77	LARRY FARR
10/08/2012	10/10/2012	OFFICE MAX	\$34.78	LARRY FARR
10/08/2012	10/10/2012	THE HOME DEPOT 2810	\$169.27	LARRY FARR
10/09/2012	10/10/2012	G&K SERVICES 182	\$338.18	LARRY FARR
10/09/2012	10/10/2012	G&K SERVICES 182	\$639.99	LARRY FARR
10/09/2012	10/10/2012	SYX*GLOBALINDUSTRIALEQ	\$227.07	LARRY FARR
10/10/2012	10/11/2012	VIKING ELECTRIC - ST PAUL	\$77.06	LARRY FARR
10/10/2012	10/11/2012	SAVERS 1175	\$14.98	LARRY FARR
10/11/2012	10/15/2012	WEBER AND TROSETH INC	\$175.51	LARRY FARR
10/11/2012	10/15/2012	THE HOME DEPOT 2801	\$208.24	LARRY FARR
10/14/2012	10/15/2012	TARGET 00024067	\$24.04	LARRY FARR
10/16/2012	10/17/2012	MUSKA ELECTRIC CO.	\$928.86	LARRY FARR
10/17/2012	10/19/2012	ADAM'S PEST CONTROL INC	\$159.49	LARRY FARR
10/04/2012	10/08/2012	ON SITE SANITATION INC	\$52.37	SHANN FINWALL
10/12/2012	10/15/2012	DOROTHY ANN BAKERY	\$12.42	SHANN FINWALL
10/12/2012	10/15/2012	CARIBOU COFFEE CO #1152	\$12.84	SHANN FINWALL
10/12/2012	10/15/2012	THE HOME DEPOT 2810	\$42.74	SHANN FINWALL
10/13/2012	10/15/2012	CUB FOODS #3123	\$14.48	SHANN FINWALL
10/13/2012	10/15/2012	CUB FOODS #3123	\$1.43	SHANN FINWALL
10/05/2012	10/08/2012	WM EZPAY	\$657.71	DAVID FISHER
10/11/2012	10/15/2012	WM EZPAY	\$783.69	DAVID FISHER
10/10/2012	10/12/2012	PAYFLOW/PAYPAL	\$59.95	MYCHAL FOWLDS
10/11/2012	10/15/2012	SPRINT STORE #226	\$21.41	MYCHAL FOWLDS
10/10/2012	10/10/2012	AMAZON MKTPLACE PMTS	\$30.15	NICK FRANZEN
10/11/2012	10/12/2012	CDW GOVERNMENT	\$1,151.92	NICK FRANZEN
10/11/2012	10/12/2012	CDW GOVERNMENT	\$133.96	NICK FRANZEN
10/18/2012	10/18/2012	SOLARWINDS	\$395.00	NICK FRANZEN
10/18/2012	10/19/2012	IDU*INSIGHT PUBLIC SEC	\$87.03	NICK FRANZEN
10/10/2012	10/12/2012	THE HOME DEPOT 2801	\$13.62	CLARENCE GERVAIS
10/15/2012	10/17/2012	OFFICE DEPOT #1090	\$173.64	JEAN GLASS
10/07/2012	10/08/2012	VZWRLSS*APOCC VISN	\$109.66	KAREN GUILFOILE
10/17/2012	10/19/2012	INTAB INC	\$1,244.68	KAREN GUILFOILE
10/16/2012	10/18/2012	THE HOME DEPOT 2801	\$5.09	MARK HAAG
10/16/2012	10/18/2012	MILLS FLEET FARM #2,700	\$56.65	MARK HAAG
10/09/2012	10/10/2012	HENRIKSEN ACE HARDWARE	\$32.12	MILES HAMRE
10/16/2012	10/17/2012	HEJNY RENTAL INC	\$139.34	MILES HAMRE
10/09/2012	10/10/2012	MENARDS 3059	\$15.95	TAMARA HAYS
10/10/2012	10/11/2012	HENRIKSEN ACE HARDWARE	\$28.91	TAMARA HAYS
10/15/2012	10/16/2012	HENRIKSEN ACE HARDWARE	\$12.18	TAMARA HAYS
10/16/2012	10/18/2012	THE HOME DEPOT 2801	\$23.51	TAMARA HAYS
10/09/2012	10/10/2012	MENARDS 3059	\$732.41	GARY HINNENKAMP
10/10/2012	10/12/2012	THE HOME DEPOT 2801	\$45.30	GARY HINNENKAMP
10/11/2012	10/15/2012	THE HOME DEPOT 2801	\$43.30	GARY HINNENKAMP
10/12/2012	10/15/2012	THE HOME DEPOT 2801	\$58.85	GARY HINNENKAMP
10/15/2012	10/17/2012	THE HOME DEPOT 2801	(\$26.76)	GARY HINNENKAMP
10/16/2012	10/17/2012	JOHN DEERE LANDSCAPES530	\$976.98	GARY HINNENKAMP
10/17/2012	10/18/2012	MENARDS 3059	\$32.11	GARY HINNENKAMP
10/04/2012	10/08/2012	DOLRTREE 4836 00048363	\$12.86	RON HORWATH
10/09/2012	10/10/2012	TOSHIBA BUSINESS SOLUTION	\$949.97	ANN HUTCHINSON

10/12/2012	10/15/2012	KNOWLAN'S MARKET #2	\$54.89	ANN HUTCHINSON
10/13/2012	10/15/2012	KNOWLAN'S MARKET #2	\$14.82	ANN HUTCHINSON
10/12/2012	10/16/2012	DALCO ENTERPRISES, INC	\$480.98	DAVID JAHN
10/15/2012	10/16/2012	PLASTICPLACE.NET	\$219.98	DAVID JAHN
10/08/2012	10/09/2012	UNIFORMS UNLIMITED INC.	\$79.23	TOM KALKA
10/11/2012	10/15/2012	THE UPS STORE 2171	\$11.04	TOM KALKA
10/05/2012	10/08/2012	SKILLPATH SEMINARS MAIN	\$149.00	LOIS KNUTSON
10/15/2012	10/16/2012	MENARDS 3059	\$58.73	NICHOLAS KREKELER
10/15/2012	10/17/2012	THE HOME DEPOT 2801	\$84.02	NICHOLAS KREKELER
10/04/2012	10/08/2012	HEALTHEAST TRANSPORTATN	\$979.32	DAVID KVAM
10/05/2012	10/08/2012	STREICHER'S MO	\$3,826.99	DAVID KVAM
10/05/2012	10/08/2012	THOMSON WEST*TCD	\$280.15	DAVID KVAM
10/11/2012	10/12/2012	NAI*BIKE NASHBAR	\$166.98	DAVID KVAM
10/14/2012	10/15/2012	COMCAST CABLE COMM	\$41.00	DAVID KVAM
10/15/2012	10/16/2012	UNIFORMS UNLIMITED INC.	\$349.48	DAVID KVAM
10/15/2012	10/16/2012	UNIFORMS UNLIMITED INC.	\$1,121.65	DAVID KVAM
10/16/2012	10/17/2012	PAYPAL *CELLEBRITEU	\$48.45	DAVID KVAM
10/12/2012	10/15/2012	MENARDS 3022	\$25.24	MICHAEL LOCHEN
10/04/2012	10/08/2012	INTERNATIONAL ASSOCIAT	\$254.00	STEVE LUKIN
10/05/2012	10/08/2012	WM EZPAY	\$169.24	STEVE LUKIN
10/08/2012	10/09/2012	EMERGENCY APPARATUS MAINT	\$2,542.53	STEVE LUKIN
10/08/2012	10/09/2012	EMERGENCY APPARATUS MAINT	\$2,189.22	STEVE LUKIN
10/08/2012	10/09/2012	EMERGENCY APPARATUS MAINT	\$1,107.98	STEVE LUKIN
10/10/2012	10/12/2012	SUPERAMERICA 4038	\$29.95	STEVE LUKIN
10/12/2012	10/15/2012	BEST BUY MHT 00000109	\$56.76	STEVE LUKIN
10/16/2012	10/17/2012	EMERGENCY APPARATUS MAINT	\$3,920.24	STEVE LUKIN
10/16/2012	10/17/2012	EMERGENCY APPARATUS MAINT	\$1,999.20	STEVE LUKIN
10/12/2012	10/15/2012	ST PAUL PUBLIC WORKS PARK	\$4.00	MIKE MARTIN
10/04/2012	10/08/2012	BOUND TREE MEDICAL LLC	\$2.48	MICHAEL MONDOR
10/05/2012	10/08/2012	BOUND TREE MEDICAL LLC	\$35.08	MICHAEL MONDOR
10/05/2012	10/08/2012	BOUND TREE MEDICAL LLC	\$399.44	MICHAEL MONDOR
10/08/2012	10/10/2012	OFFICE MAX	\$232.83	MICHAEL MONDOR
10/16/2012	10/17/2012	UNIFORMS UNLIMITED INC.	\$34.82	MICHAEL MONDOR
10/17/2012	10/19/2012	UNIFORMS UNLIMITED INC.	\$32.14	MICHAEL MONDOR
10/17/2012	10/19/2012	CHANNING BETE CO AHA	\$105.00	MICHAEL MONDOR
10/18/2012	10/19/2012	U OF M CCE NONCREDIT	\$150.00	BRYAN NAGEL
10/18/2012	10/19/2012	U OF M CCE NONCREDIT	\$150.00	BRYAN NAGEL
10/11/2012	10/12/2012	JOHN DEERE LANDSCAPES530	\$32.36	JOHN NAUGHTON
10/09/2012	10/10/2012	G&K SERVICES 182	\$1,648.84	AMY NIVEN
10/08/2012	10/10/2012	OFFICE DEPOT #1079	\$16.06	MARY KAY PALANK
10/08/2012	10/10/2012	OFFICE DEPOT #1090	\$58.27	MARY KAY PALANK
10/11/2012	10/15/2012	OFFICE DEPOT #1170	\$7.69	MARY KAY PALANK
10/11/2012	10/15/2012	OFFICE DEPOT #1079	\$51.90	MARY KAY PALANK
10/11/2012	10/15/2012	OFFICE DEPOT #1090	\$257.84	MARY KAY PALANK
10/15/2012	10/17/2012	OFFICE MAX	\$51.71	MARY KAY PALANK
10/16/2012	10/18/2012	OFFICE DEPOT #1090	\$64.45	MARY KAY PALANK
10/05/2012	10/08/2012	STREICHER'S MPLS	\$134.99	JAMES PARKER
10/05/2012	10/08/2012	CVS PHARMACY #1751 Q03	\$7.98	CHRISTINE PENN
10/05/2012	10/08/2012	PARTY CITY #768	\$21.32	CHRISTINE PENN
10/13/2012	10/15/2012	SUBWAY 00052159	\$32.41	CHRISTINE PENN
10/17/2012	10/18/2012	KARE	\$1,666.00	CHRISTINE PENN
10/17/2012	10/19/2012	BROADWAY RENTAL	\$1,151.37	CHRISTINE PENN
10/15/2012	10/16/2012	IAPE	\$100.00	PHILIP F POWELL
10/17/2012	10/18/2012	AMAZON MKTPLACE PMTS	\$58.35	PHILIP F POWELL
10/18/2012	10/19/2012	AMAZON MKTPLACE PMTS	\$52.01	PHILIP F POWELL
10/03/2012	10/08/2012	COMO LUBE & SUPPLIES	\$149.97	STEVEN PRIEM

10/05/2012	10/08/2012	AMERICAN FASTENER AND SUP	\$30.37	STEVEN PRIEM
10/09/2012	10/10/2012	OXYGEN SERVICE COMPANY,	\$272.53	STEVEN PRIEM
10/09/2012	10/10/2012	FACTORY MTR PTS #1	\$93.53	STEVEN PRIEM
10/09/2012	10/10/2012	FACTORY MTR PTS #1	\$84.16	STEVEN PRIEM
10/09/2012	10/10/2012	AUTO PLUS NO ST PAUL 392	\$31.92	STEVEN PRIEM
10/09/2012	10/10/2012	UNIQUE TRUCK EQUIP	\$201.89	STEVEN PRIEM
10/09/2012	10/10/2012	BAUER BUILT TIRE 18	\$144.47	STEVEN PRIEM
10/09/2012	10/11/2012	TOUSLEY FORD I27228006	\$30.57	STEVEN PRIEM
10/10/2012	10/11/2012	AUTO PLUS NO ST PAUL 392	\$49.02	STEVEN PRIEM
10/10/2012	10/11/2012	TRUCK UTILITIES INC	\$61.26	STEVEN PRIEM
10/11/2012	10/12/2012	ZARNOTH BRUSH WORKS INC	\$136.43	STEVEN PRIEM
10/11/2012	10/12/2012	ZEP SALES AND SERVICE	\$167.97	STEVEN PRIEM
10/12/2012	10/15/2012	D & D INSTRUMENTS	\$239.00	STEVEN PRIEM
10/12/2012	10/15/2012	BOYER TRUCK PARTS	\$317.95	STEVEN PRIEM
10/12/2012	10/15/2012	TOUSLEY FORD_COLLISION	\$373.09	STEVEN PRIEM
10/15/2012	10/16/2012	AUTO PLUS NO ST PAUL 392	\$13.19	STEVEN PRIEM
10/15/2012	10/16/2012	CERTIFIT AUTO PARTS-MN	\$86.24	STEVEN PRIEM
10/16/2012	10/17/2012	FORCE AMERICA DISTRIB LLC	\$212.04	STEVEN PRIEM
10/16/2012	10/17/2012	FORCE AMERICA DISTRIB LLC	\$55.07	STEVEN PRIEM
10/16/2012	10/18/2012	TOUSLEY FORD_COLLISION	\$291.73	STEVEN PRIEM
10/16/2012	10/18/2012	TOUSLEY FORD_COLLISION	\$92.53	STEVEN PRIEM
10/17/2012	10/18/2012	FACTORY MTR PTS #1	(\$92.20)	STEVEN PRIEM
10/17/2012	10/18/2012	FACTORY MTR PTS #1	\$32.46	STEVEN PRIEM
10/17/2012	10/18/2012	AUTO PLUS NO ST PAUL 392	\$121.17	STEVEN PRIEM
10/17/2012	10/19/2012	TOUSLEY FORD_COLLISION	\$53.37	STEVEN PRIEM
10/11/2012	10/12/2012	HILLYARD INC MINNEAPOLIS	\$162.00	KELLY PRINS
10/16/2012	10/18/2012	MINNESOTA OCCUPATIONAL HE	\$358.00	TERRIE RAMEAUX
10/11/2012	10/12/2012	HILLYARD INC MINNEAPOLIS	\$1,169.76	MICHAEL REILLY
10/15/2012	10/16/2012	HILLYARD INC MINNEAPOLIS	\$1,318.41	MICHAEL REILLY
10/06/2012	10/08/2012	TARGET 00011858	\$17.58	LORI RESENDIZ
10/17/2012	10/18/2012	TARGET 00011858	\$71.85	AUDRA ROBBINS
10/18/2012	10/19/2012	TARGET 00013565	\$10.72	AUDRA ROBBINS
10/10/2012	10/12/2012	THE HOME DEPOT 2801	(\$9.62)	ROBERT RUNNING
10/16/2012	10/17/2012	MENARDS 3059	(\$18.15)	ROBERT RUNNING
10/16/2012	10/17/2012	MENARDS 3059	\$5.33	ROBERT RUNNING
10/10/2012	10/12/2012	OFFICE DEPOT #1090	\$64.45	DEB SCHMIDT
10/18/2012	10/19/2012	VIKING INDUSTRIAL CENTER	\$342.83	SCOTT SCHULTZ
10/05/2012	10/08/2012	CUB FOODS, INC.	\$100.43	CAITLIN SHERRILL
10/10/2012	10/12/2012	HUB HOBBY CENTER	\$26.77	CAITLIN SHERRILL
10/11/2012	10/12/2012	CUB FOODS, INC.	\$21.99	CAITLIN SHERRILL
10/16/2012	10/18/2012	IMPERIAL TEXTILE	\$245.10	CAITLIN SHERRILL
10/17/2012	10/18/2012	TARGET 00011858	\$22.80	CAITLIN SHERRILL
10/04/2012	10/08/2012	STREICHER'S MO	\$213.74	MICHAEL SHORTREED
10/12/2012	10/15/2012	ATT*POS PARTNER	\$40.00	MICHAEL SHORTREED
10/12/2012	10/15/2012	JERABEKS NEW BOHEMIAN	\$48.00	CHRISTINE SOUTTER
10/13/2012	10/15/2012	RAINBOW FOODS 00088112	\$16.97	CHRISTINE SOUTTER
10/05/2012	10/08/2012	CENTURY COLLEGE-CE	\$450.00	JOANNE SVENDSEN
10/05/2012	10/09/2012	GRAND VIEW LODGE & TENNIS	\$110.00	JOANNE SVENDSEN
10/05/2012	10/09/2012	GRAND VIEW LODGE & TENNIS	\$110.00	JOANNE SVENDSEN
10/12/2012	10/15/2012	USI ED GOV	\$74.50	JOANNE SVENDSEN
10/15/2012	10/16/2012	ATOM	\$75.00	JOANNE SVENDSEN
10/17/2012	10/18/2012	ATOM	\$250.00	JOANNE SVENDSEN
10/17/2012	10/19/2012	CENTURY COLLEGE-CE	(\$450.00)	JOANNE SVENDSEN
10/15/2012	10/17/2012	THE HOME DEPOT 2801	\$21.13	RONALD SVENDSEN
10/15/2012	10/16/2012	UNIFORMS UNLIMITED INC.	\$323.01	THOMAS SZCZEPANSKI
10/04/2012	10/08/2012	GRAND HYATT SAN DIEGO	\$1,429.80	DAVID THOMALLA

10/07/2012	10/10/2012 FRONTIER AI 4222601335069	\$20.00	DAVID THOMALLA
10/11/2012	10/12/2012 TRANSIT RADIO SERVICE/	\$15.00	DAVID THOMALLA
10/09/2012	10/10/2012 LILLIE SUBURBAN NEWSPAPE	\$35.95	KAREN WACHAL
10/06/2012	10/08/2012 AMAZON.COM	\$44.52	TAMMY YOUNG
10/08/2012	10/09/2012 BREVIS CORPORATION	\$555.03	TAMMY YOUNG
10/08/2012	10/10/2012 OFFICE DEPOT #1090	\$54.43	TAMMY YOUNG
10/11/2012	10/15/2012 OFFICE DEPOT #1090	\$63.01	TAMMY YOUNG
10/06/2012	10/08/2012 BALDWIN COOKE	\$79.63	SUSAN ZWIEG
10/08/2012	10/10/2012 DALCO ENTERPRISES, INC	\$102.77	SUSAN ZWIEG
10/15/2012	10/16/2012 WAL-MART#3498	\$32.05	SUSAN ZWIEG

\$57,840.09

**Check Register
City of Maplewood**

11/02/2012

Check	Date	Vendor	Description	Amount	
88271	11/01/2012	00001	ONE TIME VENDOR	A SCHREIER EMPLOYEE CHECK	97.21
88272	11/01/2012	01190	XCEL ENERGY	ROUTING OF EXCEL ELECTRIC 1659 COPE	9,557.27
88273	11/06/2012	01936	CHAD BERGO	REIMB FOR INTERNET & SUPPLIES	153.81
88274	11/06/2012	02149	HEIDI CAREY	MARKETING & ADVERTISING - OCT	4,000.00
88275	11/06/2012	00519	FLEXIBLE PIPE TOOL CO.	SRECO HV2000TM/T/P - HIGH PRESSURE	86,019.41
88276	11/06/2012	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - OCT	414.96
88277	11/06/2012	02274	SPRINT	SPRINT SRVS 08/15 -09/14	8,612.70
88278	11/06/2012	01574	T.A. SCHIFSKY & SONS, INC	1100 TON 41 WEAR~	4,580.49
	11/06/2012	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	1,779.19
88279	11/06/2012	01190	XCEL ENERGY	ELECTRIC UTILITY	14,177.82
	11/06/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	580.91
	11/06/2012	01190	XCEL ENERGY	ELECTRIC UTILITY	83.68
	11/06/2012	01190	XCEL ENERGY	ELECTRIC UTILITY	33.00
88280	11/06/2012	04199	YOUTH SERVICE BUREAU, INC.	PD JUVENILE REFERRAL SRVS 4TH QTR	6,630.00
88281	11/06/2012	01047	3M	ROLLGOODS & REFLECTIVE SHEETING	426.67
	11/06/2012	01047	3M	ROLLGOODS & REFLECTIVE SHEETING	420.82
	11/06/2012	01047	3M	ROLLGOODS & REFLECTIVE SHEETING	327.04
	11/06/2012	01047	3M	ROLLGOODS & REFLECTIVE SHEETING	248.48
88282	11/06/2012	04047	ASHLAND PRODUCTIONS	FACE PAINTER FOR B-DAY 9/15-10/15	150.00
	11/06/2012	04047	ASHLAND PRODUCTIONS	USHER & TECH FOR MCC OCT 5 & 10	127.00
	11/06/2012	04047	ASHLAND PRODUCTIONS	USHER FOR MCC OCT 13	27.00
88283	11/06/2012	04848	AVESIS	MONTHLY PREMIUM - NOVEMBER	236.44
88284	11/06/2012	03744	ANTHONY BARILLA, JR	REFEREE 9/26 - 11/2 VOLLEYBALL	336.00
88285	11/06/2012	05122	BRIAN K BARNES	CANCELLATION FEE EVENT NOV 3	150.00
88286	11/06/2012	03513	BRIAN BIERDEMAN	REIMB FOR KENNEL HEAT PAD - K9	49.95
	11/06/2012	03513	BRIAN BIERDEMAN	REIMB FOR MEALS 10/21 - 10/24	38.16
88287	11/06/2012	01869	DALE BOETTCHE	REFEREE 9/26 - 11/2 VOLLEYBALL	144.00
88288	11/06/2012	01865	DON BOWMAN	ASSIGNMENTS 9/26 - 11/2 V-BAL	552.00
88289	11/06/2012	04426	CALIF CONTRACTORS SUPPLIES INC	SAFETY/TRAFFIC CONES	111.80
88290	11/06/2012	04805	CHOSEN VALLEY TESTING	PROJ 12-09 TESTING SERVICES	5,620.00
88291	11/06/2012	02929	CNAGLAC	LTC MONTHLY PREMIUM - NOVEMBER	440.60
88292	11/06/2012	01871	KENNETH COOPER	REFEREE 9/26 - 11/2 VOLLEYBALL	384.00
88293	11/06/2012	00644	HEALTHPARTNERS	MONTHLY PREMIUM - NOVEMBER	12,103.79
88294	11/06/2012	03538	PATRICK JAMES HUBBARD	REFEREE 9/26 - 11/2 VOLLEYBALL	360.00
88295	11/06/2012	05119	CHRISTY JOHNSON	REFEREE 9/26 - 11/2 VOLLEYBALL	48.00
88296	11/06/2012	04950	JERRY JOHNSON	REFEREE 9/26 - 11/2 VOLLEYBALL	120.00
88297	11/06/2012	04900	LASTING IMPRESSIONS BY AMY LLC	CEILING DRAPING MCC OCT 13	600.00
	11/06/2012	04900	LASTING IMPRESSIONS BY AMY LLC	PARTIAL CEILING DRAPING MCC OCT 20	400.00
88298	11/06/2012	00932	MAPLEWOOD BAKERY	FOOD FOR COUNCIL	7.36
88299	11/06/2012	04781	DAVE MATTSON	REFEREE 9/26 - 11/2 VOLLEYBALL	264.00
88300	11/06/2012	04420	ROBIN MCNULTY	REFEREE 9/26 - 11/2 VOLLEYBALL	144.00
88301	11/06/2012	03818	MEDICA	MONTHLY PREMIUM - NOVEMBER	146,838.03
88302	11/06/2012	01079	MN CHIEFS OF POLICE ASSN	TRAINING	540.00
88303	11/06/2012	01085	MN LIFE INSURANCE	MONTHLY PREMIUM - NOVEMBER	2,848.25
88304	11/06/2012	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - NOVEMBER	496.00
88305	11/06/2012	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - OCT	1,068.75
88306	11/06/2012	00001	ONE TIME VENDOR	REIMB W MENSEN DRIVEWAY	859.79
88307	11/06/2012	00001	ONE TIME VENDOR	REFUND M ARRIGONI MEMBERSHIP	372.27
88308	11/06/2012	00001	ONE TIME VENDOR	REFUND JOHNSON HP BENEFITS	273.01
88309	11/06/2012	00001	ONE TIME VENDOR	REIMB A ENGSTROM SPRINKLER SYS	249.85
88310	11/06/2012	00001	ONE TIME VENDOR	REFUND M BJORNSTAD - TREE REBATE	200.00
88311	11/06/2012	00001	ONE TIME VENDOR	REFUND J JOHNSON GYMNASTICS	47.00
88312	11/06/2012	00001	ONE TIME VENDOR	REFUND E MIHO-BORK MEMBERSHIP	44.99
88313	11/06/2012	00001	ONE TIME VENDOR	REFUND V OLSON BCBS BENEFIT	40.00
88314	11/06/2012	00001	ONE TIME VENDOR	REFUND M ERICSON HP BENEFIT	20.00
88315	11/06/2012	01863	ROGER PACKER	REFEREE 9/26 - 11/2 VOLLEYBALL	600.00
88316	11/06/2012	04272	PARAGON SOLUTIONS GROUP, INC.	LENS FOR PD GARAGE CAMERA	155.00
88317	11/06/2012	00396	MN DEPT OF PUBLIC SAFETY	SRVS (CJDN) PROVIDED TO PD-3RD QTR	1,920.00
88318	11/06/2012	01313	PUMP AND METER SERVICE INC	PETROVEND 20-4145 C/OPT PEDESTAL	1,181.52
88319	11/06/2012	04054	STEVEN REED	DJ FOR YOUTH DANCE OCT 26	200.00

88320	11/06/2012	01359	REGAL AUTO WASH BILLING	CAR WASHES - SEPT	116.95
88321	11/06/2012	04432	EUGENE E. RICHARDSON	REFEREE 9/26 - 11/2 VOLLEYBALL	288.00
88322	11/06/2012	02001	CITY OF ROSEVILLE	PHONE SERVICE - OCTOBER	1,436.20
88323	11/06/2012	02663	CARL SAARION	REFEREE 9/26 - 11/2 VOLLEYBALL	240.00
88324	11/06/2012	01418	SAM'S CLUB DIRECT	STATION/REHAB TRUCK/HALLOWEEN	594.69
	11/06/2012	01418	SAM'S CLUB DIRECT	CONCESSIONS AT CARVER & EDGERTON	350.29
	11/06/2012	01418	SAM'S CLUB DIRECT	SUPPLIES FOR THE CITY COUNCIL	40.02
	11/06/2012	01418	SAM'S CLUB DIRECT	PARTY SUPPLIES	15.12
	11/06/2012	01418	SAM'S CLUB DIRECT	LADIES TEA SUPPLIES	13.76
	11/06/2012	01418	SAM'S CLUB DIRECT	CARD CLUB COFFEE	9.88
88325	11/06/2012	03879	SANSIO	EMS FEES - NOV	577.08
88326	11/06/2012	05120	RICH SCHELL	REFEREE 9/26 - 11/2 VOLLEYBALL	48.00
88327	11/06/2012	01836	CITY OF ST PAUL	JOINT POWER AGREEMENT JULY-SEPT	2,700.00
88328	11/06/2012	00198	ST. PAUL REGIONAL WATER SRVS	WATER UTILITY	5,433.57
88329	11/06/2012	01915	NANCY STEFFEN	REFEREE 9/26 - 11/2 VOLLEYBALL	216.00
88330	11/06/2012	01545	SUBURBAN RATE AUTHORITY	MEMBERSHIP ASSESSMENT 2ND HALF	1,600.00
88331	11/06/2012	01565	SWEEPER SERVICES	USED LOWER SIDE BROOM ASY	427.50
88332	11/06/2012	01578	T R F SUPPLY CO.	ICE & SNOW MELTER	1,039.14
	11/06/2012	01578	T R F SUPPLY CO.	SAFETY GLOVES & SUPPLIES	518.14
	11/06/2012	01578	T R F SUPPLY CO.	SAFETY GLOVES AND VESTS	245.88
88333	11/06/2012	05118	TWIN CITY REFUS AND RECYCLING	FALL 2012 CLEAN UP	5,738.00
	11/06/2012	05118	TWIN CITY REFUS AND RECYCLING	FALL 2012 CLEAN UP EXTRA DUMPSTER	482.00
88334	11/06/2012	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - NOVEMBER	4,315.57
	11/06/2012	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - NOVEMBER	2,227.07
88335	11/06/2012	01872	MARK WEBER	REFEREE 9/26 - 11/2 VOLLEYBALL	120.00

347,304.88

65 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>
10/29/2012	MN State Treasurer	Drivers License/Deputy Registrar	24,137.22
10/29/2012	U.S. Treasurer	Federal Payroll Tax	92,262.52
10/29/2012	P.E.R.A.	P.E.R.A.	88,941.04
10/30/2012	MN State Treasurer	Drivers License/Deputy Registrar	32,844.70
10/30/2012	MN Dept of Revenue	Fuel Tax	25.00
10/30/2012	MidAmerica - ING	HRA Flex plan	14,079.30
10/30/2012	Labor Unions	Union Dues	3,533.60
10/30/2012	US Bank	Bank fees	103.90
10/31/2012	MN State Treasurer	Drivers License/Deputy Registrar	35,182.56
10/31/2012	MN State Treasurer	State Payroll Tax	20,224.67
11/1/2012	MN State Treasurer	Drivers License/Deputy Registrar	43,688.78
11/1/2012	US Bank Merchant Services	Credit Card Billing fee	3,913.01
11/2/2012	MN State Treasurer	Drivers License/Deputy Registrar	28,789.93
11/2/2012	MN Dept of Natural Resources	DNR electronic licenses	333.50
11/2/2012	Optum Health	DCRP & Flex plan payments	769.97
	TOTAL		<u><u>388,829.70</u></u>

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	10/26/12	CARDINAL, ROBERT	435.16
	10/26/12	JUENEMANN, KATHLEEN	435.16
	10/26/12	KOPPEN, MARVIN	435.16
	10/26/12	LLANAS, JAMES	435.16
	10/26/12	ROSSBACH, WILLIAM	494.44
	10/26/12	STRAUTMANIS, MARIS	106.00
	10/26/12	VALLE, EDWARD	100.00
	10/26/12	AHL, R. CHARLES	5,008.64
	10/26/12	ANTONEN, JAMES	5,352.58
	10/26/12	BURLINGAME, SARAH	2,074.94
	10/26/12	KANTRUD, HUGH	184.62
	10/26/12	CHRISTENSON, SCOTT	2,229.15
	10/26/12	FARR, LARRY	3,215.25
	10/26/12	JAHN, DAVID	1,860.28
	10/26/12	RAMEAUX, THERESE	3,061.17
	10/26/12	BAUMAN, GAYLE	4,186.17
	10/26/12	ANDERSON, CAROLE	1,361.74
	10/26/12	DEBILZAN, JUDY	1,327.92
	10/26/12	JACKSON, MARY	2,126.08
	10/26/12	KELSEY, CONNIE	2,594.80
	10/26/12	RUEB, JOSEPH	2,642.60
	10/26/12	SINDT, ANDREA	2,113.81
	10/26/12	ARNOLD, AJLA	1,627.69
	10/26/12	BEGGS, REGAN	1,497.35
	10/26/12	GUILFOILE, KAREN	4,207.64
	10/26/12	SCHMIDT, DEBORAH	2,884.82
	10/26/12	SPANGLER, EDNA	1,118.73
	10/26/12	CORTESI, LUANNE	1,117.38
	10/26/12	LARSON, MICHELLE	1,827.76
	10/26/12	MECHELKE, SHERRIE	1,140.33
	10/26/12	MOY, PAMELA	1,520.45
	10/26/12	OSTER, ANDREA	1,907.48
	10/26/12	RICHTER, CHARLENE	987.69
	10/26/12	SCHOENECKER, LEIGH	1,646.15
	10/26/12	WEAVER, KRISTINE	2,356.55
	10/26/12	CARLE, JEANETTE	273.00
	10/26/12	JAGOE, CAROL	141.06
	10/26/12	CORCORAN, THERESA	1,900.55
	10/26/12	KVAM, DAVID	4,209.55
	10/26/12	PALANK, MARY	1,905.17
	10/26/12	POWELL, PHILIP	2,932.46
	10/26/12	SVENDSEN, JOANNE	2,101.79
	10/26/12	THOMALLA, DAVID	4,961.38
	10/26/12	THOMFORDE, FAITH	1,497.35

10/26/12	ABEL, CLINT	2,931.31
10/26/12	ALDRIDGE, MARK	3,046.06
10/26/12	BAKKE, LONN	2,937.06
10/26/12	BARTZ, PAUL	4,024.28
10/26/12	BELDE, STANLEY	2,990.84
10/26/12	BENJAMIN, MARKESE	3,027.57
10/26/12	BIERDEMAN, BRIAN	4,220.32
10/26/12	BOHL, JOHN	3,209.56
10/26/12	BUSACK, DANIEL	3,461.21
10/26/12	CARNES, JOHN	1,918.52
10/26/12	COFFEY, KEVIN	3,143.71
10/26/12	CROTTY, KERRY	3,611.20
10/26/12	DEMULLING, JOSEPH	2,819.55
10/26/12	DOBLAR, RICHARD	4,005.46
10/26/12	DUGAS, MICHAEL	5,230.06
10/26/12	ERICKSON, VIRGINIA	3,209.56
10/26/12	FLOR, TIMOTHY	3,725.17
10/26/12	FORSYTHE, MARCUS	2,206.06
10/26/12	FRASER, JOHN	3,425.17
10/26/12	FRITZE, DEREK	3,027.57
10/26/12	GABRIEL, ANTHONY	3,515.41
10/26/12	HAWKINSON JR, TIMOTHY	2,923.56
10/26/12	HER, PHENG	2,975.57
10/26/12	HIEBERT, STEVEN	3,432.56
10/26/12	JOHNSON, KEVIN	4,247.56
10/26/12	KALKA, THOMAS	940.28
10/26/12	KONG, TOMMY	2,977.90
10/26/12	KREKELER, NICHOLAS	876.00
10/26/12	KROLL, BRETT	3,077.51
10/26/12	LANGNER, SCOTT	3,092.20
10/26/12	LANGNER, TODD	2,980.04
10/26/12	LU, JOHNNIE	2,984.41
10/26/12	LYNCH, KATHERINE	2,453.48
10/26/12	MARINO, JASON	2,997.86
10/26/12	MARTIN, JERROLD	3,447.75
10/26/12	MCCARTY, GLEN	3,392.27
10/26/12	METRY, ALESIA	3,038.70
10/26/12	NYE, MICHAEL	3,506.76
10/26/12	OLSON, JULIE	2,937.06
10/26/12	PARKER, JAMES	2,543.75
10/26/12	REZNY, BRADLEY	3,798.20
10/26/12	RHUDE, MATTHEW	2,936.74
10/26/12	SHORTREED, MICHAEL	4,091.18
10/26/12	STEINER, JOSEPH	3,183.59
10/26/12	SYPNIEWSKI, WILLIAM	2,845.55
10/26/12	SZCZEPANSKI, THOMAS	3,280.90
10/26/12	TAUZELL, BRIAN	2,720.96
10/26/12	THEISEN, PAUL	3,109.03
10/26/12	THIENES, PAUL	4,895.76
10/26/12	TRAN, JOSEPH	2,992.55
10/26/12	WENZEL, JAY	3,099.69
10/26/12	XIONG, KAO	2,878.21

10/26/12	ANDERSON, BRIAN	372.69
10/26/12	BAHL, DAVID	222.72
10/26/12	BASSETT, BRENT	90.90
10/26/12	BAUMAN, ANDREW	2,600.61
10/26/12	BOURQUIN, RON	428.24
10/26/12	CAPISTRANT, JACOB	78.78
10/26/12	CAPISTRANT, JOHN	173.22
10/26/12	CRAWFORD - JR, RAYMOND	581.76
10/26/12	CRUMMY, CHARLES	157.56
10/26/12	DAWSON, RICHARD	3,520.27
10/26/12	EATON, PAUL	539.34
10/26/12	EVERSON, PAUL	3,142.35
10/26/12	FOSSUM, ANDREW	2,813.73
10/26/12	HAGEN, MICHAEL	412.08
10/26/12	HALE, JOSEPH	579.77
10/26/12	HALWEG, JODI	3,300.94
10/26/12	HAWTHORNE, ROCHELLE	2,177.84
10/26/12	HUTCHINSON, JAMES	608.04
10/26/12	IMM, TRACY	166.65
10/26/12	JANSEN, CHAD	157.56
10/26/12	JONES, JONATHAN	6.06
10/26/12	JUREK, GREGORY	2,579.34
10/26/12	KANE, ROBERT	703.49
10/26/12	KARRAS, JAMIE	521.16
10/26/12	KERSKA, JOSEPH	303.00
10/26/12	KONDER, RONALD	545.40
10/26/12	KUBAT, ERIC	2,533.83
10/26/12	LINDER, TIMOTHY	3,278.61
10/26/12	LOCHEN, MICHAEL	355.52
10/26/12	MILLER, LADD	318.17
10/26/12	MILLER, NICHOLAS	384.81
10/26/12	MONDOR, MICHAEL	3,259.74
10/26/12	MONSON, PETER	381.78
10/26/12	MORGAN, JEFFERY	364.39
10/26/12	NIELSEN, KENNETH	12.12
10/26/12	NOVAK, JEROME	46.52
10/26/12	NOWICKI, PAUL	263.61
10/26/12	OLSON, JAMES	2,864.82
10/26/12	OPHEIM, JOHN	279.28
10/26/12	PACHECO, ALPHONSE	206.04
10/26/12	PETERSON, MARK	813.08
10/26/12	PETERSON, ROBERT	2,824.12
10/26/12	POWERS, KENNETH	163.62
10/26/12	RAINEY, JAMES	654.48
10/26/12	RANK, NATHAN	733.26
10/26/12	RANK, PAUL	315.12
10/26/12	RAVENWALD, CORINNE	158.56
10/26/12	REYNOSO, ANGEL	502.98
10/26/12	RICE, CHRISTOPHER	1,028.72
10/26/12	RODRIGUEZ, ROBERTO	212.10
10/26/12	SCHULTZ, JEROME	12.12
10/26/12	SEDLACEK, JEFFREY	2,883.52

10/26/12	STREFF, MICHAEL	2,761.64
10/26/12	SVENDSEN, RONALD	2,855.85
10/26/12	WHITE, JOEL	496.92
10/26/12	GERVAIS-JR, CLARENCE	3,985.69
10/26/12	LUKIN, STEVEN	4,616.93
10/26/12	ZWIEG, SUSAN	1,706.92
10/26/12	KNUTSON, LOIS	2,054.96
10/26/12	NIVEN, AMY	1,425.42
10/26/12	BRINK, TROY	2,356.55
10/26/12	BUCKLEY, BRENT	2,085.35
10/26/12	DEBILZAN, THOMAS	2,166.15
10/26/12	EDGE, DOUGLAS	2,663.78
10/26/12	JONES, DONALD	2,186.15
10/26/12	MEISSNER, BRENT	2,006.15
10/26/12	NAGEL, BRYAN	3,560.40
10/26/12	OSWALD, ERICK	2,690.51
10/26/12	RUIZ, RICARDO	1,559.75
10/26/12	RUNNING, ROBERT	2,356.55
10/26/12	TEVLIN, TODD	2,146.15
10/26/12	BURLINGAME, NATHAN	2,087.20
10/26/12	DUCHARME, JOHN	2,740.37
10/26/12	ENGSTROM, ANDREW	2,631.75
10/26/12	JAROSCH, JONATHAN	2,907.07
10/26/12	KREGER, JASON	2,193.74
10/26/12	LINDBLOM, RANDAL	2,740.37
10/26/12	LOVE, STEVEN	3,446.82
10/26/12	THOMPSON, MICHAEL	4,261.34
10/26/12	ZIEMAN, SCOTT	376.30
10/26/12	JANASZAK, MEGHAN	1,497.35
10/26/12	KONEWKO, DUWAYNE	4,413.24
10/26/12	EDSON, DAVID	2,191.39
10/26/12	HAMRE, MILES	1,513.60
10/26/12	HAYS, TAMARA	1,539.76
10/26/12	HINNENKAMP, GARY	2,268.46
10/26/12	NAUGHTON, JOHN	2,146.16
10/26/12	NORDQUIST, RICHARD	2,424.12
10/26/12	BIESANZ, OAKLEY	1,350.61
10/26/12	DEAVER, CHARLES	673.44
10/26/12	GERNES, CAROLE	563.09
10/26/12	HAYMAN, JANET	1,096.37
10/26/12	HUTCHINSON, ANN	2,649.16
10/26/12	SOUTTER, CHRISTINE	618.21
10/26/12	WACHAL, KAREN	980.69
10/26/12	GAYNOR, VIRGINIA	3,244.09
10/26/12	ERICSON, MICHAEL	1,000.00
10/26/12	KROLL, LISA	1,900.55
10/26/12	SWANSON, CHRIS	768.00
10/26/12	THOMPSON, DEBRA	760.22
10/26/12	YOUNG, TAMELA	2,015.75
10/26/12	EKSTRAND, THOMAS	3,829.34
10/26/12	FINWALL, SHANN	3,771.19
10/26/12	MARTIN, MICHAEL	2,762.95

10/26/12	BRASH, JASON	2,393.35
10/26/12	CARVER, NICHOLAS	3,244.09
10/26/12	FISHER, DAVID	3,807.86
10/26/12	SWAN, DAVID	2,766.15
10/26/12	WELLENS, MOLLY	1,793.79
10/26/12	BARTZ, BAYLEE	78.00
10/26/12	BERGER, STEPHANIE	574.75
10/26/12	BIHNER, KARLY	78.00
10/26/12	BJORK, BRANDON	181.50
10/26/12	BRENEMAN, NEIL	2,267.65
10/26/12	FRANK, PETER	200.00
10/26/12	LARSON, KATELYN	77.00
10/26/12	ROBBINS, AUDRA	3,019.96
10/26/12	ROBBINS, CAMDEN	312.38
10/26/12	SHERWOOD, CHRISTIAN	413.00
10/26/12	TAYLOR, JAMES	2,738.98
10/26/12	VUKICH, CANDACE	207.00
10/26/12	HAAG, MARK	2,486.51
10/26/12	ORE, JORDAN	1,735.82
10/26/12	SCHULTZ, SCOTT	3,090.83
10/26/12	ANZALDI, MANDY	1,467.38
10/26/12	BERNARDY, CHRISTINE	2,332.74
10/26/12	CRAWFORD - JR, RAYMOND	189.52
10/26/12	EVANS, CHRISTINE	1,509.49
10/26/12	GLASS, JEAN	2,125.10
10/26/12	HER, PETER	290.08
10/26/12	HOFMEISTER, MARY	1,115.48
10/26/12	HOFMEISTER, TIMOTHY	457.05
10/26/12	KULHANEK-DIONNE, ANN	474.50
10/26/12	PELOQUIN, PENNYE	605.50
10/26/12	SHERRILL, CAITLIN	758.38
10/26/12	VUE, LOR PAO	517.52
10/26/12	AICHELE, MEGAN	428.38
10/26/12	ANDERSON, ALYSSA	32.38
10/26/12	ANDERSON, JOSHUA	257.00
10/26/12	BAETZOLD, CLAIRE	36.75
10/26/12	BAETZOLD, SETH	72.50
10/26/12	BAUDE, SARAH	73.00
10/26/12	BIGGS, ANNETTE	131.58
10/26/12	BRUSOE, CRISTINA	93.60
10/26/12	BUCKLEY, BRITTANY	301.70
10/26/12	BUTLER, ANGELA	59.50
10/26/12	CLARK, PAMELA	96.50
10/26/12	CRANDALL, KRISTA	225.25
10/26/12	DEMPSEY, BETH	189.38
10/26/12	DIONNE, DANIELLE	206.08
10/26/12	DUNN, RYAN	1,122.91
10/26/12	EHLE, DANIEL	82.84
10/26/12	ERICKSON-CLARK, CAROL	49.00
10/26/12	FONTAINE, KIM	656.63
10/26/12	FOX, KELLY	60.00
10/26/12	FRAMPTON, SAMANTHA	201.00

10/26/12	GIPPLE, TRISHA	301.50
10/26/12	GRUENHAGEN, LINDA	419.10
10/26/12	HAGSTROM, EMILY	92.96
10/26/12	HEINRICH, SHEILA	218.00
10/26/12	HOLMBERG, LADONNA	620.00
10/26/12	HORWATH, RONALD	2,738.98
10/26/12	JANSON, ANGELA	34.00
10/26/12	JOHNSON, BARBARA	382.40
10/26/12	JOHNSON, KAITLYN	58.88
10/26/12	JOYER, ANTHONY	96.20
10/26/12	KOZDROJ, GABRIELLA	25.00
10/26/12	LAMEYER, BRENT	85.13
10/26/12	LAMSON, ELIANA	54.00
10/26/12	MCCANN, NATALIE	76.00
10/26/12	NADEAU, TAYLOR	84.65
10/26/12	NELSON, ELEONOR	100.00
10/26/12	NORTHOUSE, KATHERINE	54.13
10/26/12	POVLITZKI, MARINA	76.00
10/26/12	PROESCH, ANDY	853.23
10/26/12	RANEY, COURTNEY	646.00
10/26/12	RESENDIZ, LORI	2,257.76
10/26/12	RICHTER, DANIEL	113.40
10/26/12	RONNING, ISAIAH	252.18
10/26/12	SCHMIDT, EMILY	88.40
10/26/12	SCHREIER, ROSEMARIE	306.00
10/26/12	SCHREINER, MARK	58.40
10/26/12	SCHREINER, MICHELLE	139.75
10/26/12	SKAAR, SAMANTHA	55.00
10/26/12	SMITH, ANN	223.30
10/26/12	SMITH, CASEY	91.88
10/26/12	SMITLEY, SHARON	414.40
10/26/12	STEAD, KIMBERLY	110.00
10/26/12	SYME, LAUREN	27.48
10/26/12	TAYLOR, MYLES	29.40
10/26/12	TREPANIER, TODD	440.00
10/26/12	TRUE, ANDREW	40.05
10/26/12	TUPY, HEIDE	45.80
10/26/12	TUPY, MARCUS	190.00
10/26/12	WARNER, CAROLYN	184.80
10/26/12	WOLFGRAM, MARY	93.60
10/26/12	BOSLEY, CAROL	290.25
10/26/12	DANIEL, BREANNA	107.25
10/26/12	HITE, ANDREA	57.50
10/26/12	LANGER, CHELSEA	323.00
10/26/12	LANGER, KAYLYN	201.88
10/26/12	BORCHERT, JONATHAN	137.75
10/26/12	DOUGLASS, TOM	1,756.55
10/26/12	KRECH, ELAINE	137.75
10/26/12	MALONEY, SHAUNA	315.00
10/26/12	PRINS, KELLY	1,690.17
10/26/12	REILLY, MICHAEL	1,934.15
10/26/12	THOMPSON, BENJAMIN	342.00

	10/26/12	VANG, GEORGE	130.50
	10/26/12	COUNTRYMAN, BRENDA	1,200.00
	10/26/12	AICHELE, CRAIG	2,334.71
	10/26/12	PRIEM, STEVEN	2,415.66
	10/26/12	WOEHRLE, MATTHEW	2,205.95
	10/26/12	BERGO, CHAD	2,628.80
	10/26/12	FOWLDS, MYCHAL	3,791.22
	10/26/12	FRANZEN, NICHOLAS	2,623.62
	10/26/12	KRATTENMAKER, MATTHEW	1,200.00
9987533	10/26/12	AYD, GWEN	91.50
9987534	10/26/12	BOEHM, BRIAN	76.25
9987535	10/26/12	FEIST, ASHLEY	156.00
9987536	10/26/12	HACKETT, ASHLEY	91.00
9987537	10/26/12	HEI, SAMUEL	84.00
9987538	10/26/12	MASON, KYLE	243.75
9987539	10/26/12	MCMAHON, ALLISON	143.00
9987540	10/26/12	MIELZAREK, MAGGIE	91.00
9987541	10/26/12	O'BRIEN, PATRICIA	83.75
9987542	10/26/12	O'BRIEN, REBECCA	126.00
9987543	10/26/12	PETERSON, HAYLIE	143.00
9987544	10/26/12	ROKKE, MARISA	72.00
9987545	10/26/12	YANG, CHINU	111.00
9987546	10/26/12	YANG, SUNSHINE	138.00
9987547	10/26/12	ADAMS, DAVID	2,084.08
9987548	10/26/12	VANG, TIM	528.00
9987549	10/26/12	COSTA, JOSEPH	446.00
9987550	10/26/12	ERICSON, RACHEL	74.40
9987551	10/26/12	SCHREIER, ABIGAIL	81.50
9987552	10/26/12	SCOTT, HALEY	77.18
9987553	10/26/12	WALES, ABIGAIL	159.35
9987554	10/26/12	WEINHAGEN, SHELBY	251.50
9987555	10/26/12	RANGEL, SAMANTHA	123.25
9987556	10/26/12	CUSICK, JESSICA	146.81
9987557	10/26/12	STEFFEN, MICHAEL	87.00
			507,961.46

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Authorization to Purchase a Used Vehicle
DATE: November 6, 2012

INTRODUCTION

We have the opportunity to purchase a used vehicle in very good condition, low mileage and all the necessary emergency lighting for \$24,000. This opportunity will allow us to replace a 2002 Dodge Durango which is in need of repair and with high mileage with a used 2007 Chevy Tahoe with 54,000 miles. This purchase will meet our needs as we move forward and the dollars to purchase it will come from the within the existing fire department budget.

RECOMMENDATION

I recommend that the city council approve the purchase of a Chevrolet Tahoe in the amount of \$24,000 from Oakdale Fire Department.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: Proclamation to Establish November 15, 2012 as America Recycles Day in Maplewood
DATE: November 7, 2012 for the November 15 City Council Meeting

BACKGROUND

Since 1997, communities across the country have come together on November 15 to celebrate America Recycles Day. America Recycles Day is a nationally recognized day dedicated to the promotion of recycling in the United States. It represents one day to educate and motivate people on recycling and to get neighbors, friends and community leaders excited about what can be accomplished when we all work together.

Keeping recyclables out of the waste stream cannot happen without public participation. Through the simple act of recycling and buying recycled products, consumers can create the momentum that builds materials markets and fills the supply chain of recycled (raw) materials that can help fuel our economy.

In America recycling rates average 34.1 percent. In Ramsey County, countywide recycling rates are above the Country average with a rate of 40 percent reported in 2010. But there is opportunity to capture even more recyclables. Ramsey County's Solid Waste Master Plan reports that only 11 percent of the mixed municipal solid waste is actually waste, with the remainder containing recyclable products and organics. To capture even more of the recyclables from the waste stream, the master plan calls out implementation strategies designed to increase recycling rates countywide to 54 to 60 percent by 2030. In order to accomplish this, the County has placed greater expectations on cities to make improvements to recycling programs. In particular, cities need to increase awareness of the importance of recycling to its residents and businesses.

The America Recycles Day website (www.americarecyclesday.org) puts the importance of recycling in perspective. They report that the number of cans recycled in America every 30 seconds equals the number of people who could fill an entire pro football stadium. And recycling just one aluminum can saves the energy equivalent of powering a 46-inch LED TV for 3 hours. A glass container can go from the recycling bin to a store shelf in as few as 30 days. Recycling helps n to create green jobs, reduce landfills and litter, and protect our natural resources is recycling.

RECOMMENDATION

To increase awareness of the importance of recycling, staff recommends the City Council recognize November 15, 2012, as America Recycles Day by adopting the attached Proclamation.

Attachment: Proclamation to Establish November 15, 2012 as America Recycles Day in Maplewood



A nationwide initiative of Keep America Beautiful

**Proclamation by the Maplewood City Council establishing November 15, 2012 as
America Recycles Day**

Whereas, the City of Maplewood recognizes the importance of protecting and preserving our natural resources and adopting conscientious habits that will improve our daily lives and bring about a cleaner, safer, and more sustainable environment; and

Whereas, although there has been a significant increase in the amount of recycling in [your state/district/city] to date, we must also continue to focus on other initiatives such as waste reduction, composting, the reuse of products and materials, and purchasing recycled products; and

Whereas, by encouraging businesses, state agencies, nonprofit organizations, schools and individuals to celebrate America Recycles Day 2012, we can further promote recycling as an environmentally efficient and economically smart habit; and

Whereas, state and community leaders can help encourage recycling by informing citizens about local recycling options, they can also help foster greater awareness of the need to expand collections programs by promoting the benefits of recycling investments for businesses; and

Whereas, it is important that all Maplewood citizens become involved in recycling activities and learn more about the many recycled and recyclable products available to them as consumers; it is also fitting for [your city/state] to celebrate America Recycles Day 2012 and take action by educating citizens about the recycling options available in our community;

Now, therefore, the City Council and Mayor of Maplewood do hereby recognize November 15, 2012 as **America Recycles Day**.

AGENDA REPORT

To: City Manager James Antonen
From: Chief of Police David J. Thomalla
Subject: Resolution Accepting Donation to the Police Department From Residential
Mortgage Group
Date: October 22, 2012

Introduction

The Police Department has received a donation from RMG (Residential Mortgage Group), a division of Alerus Financial, and City Council approval is required before this donation can be accepted.

Background

RMG sent the Police Department a \$100 check as part of their charitable donation program called "*Refer a friend. Build your community.*"

In the letter accompanying the donation, it was explained that when a mortgage is closed with RMG, a donation will be made to a school, fire department or police department on behalf of the client; and it is the client's choice who will be the beneficiary of the donation. RMG instituted this program because it lets their clients directly improve the communities of their choice.

The client who designated the Maplewood Police Department for their \$100 donation in conjunction with their loan closing was Sarah Saunders of Flandrau Street in Maplewood.

Recommendation

It is recommended that City Council approval be given to accept this \$100 donation and that the necessary budget adjustments be made so the funds can be expended by the Police Department as needed.

Action Required

Submit to the City Council for review and action.

DJT:js

RESOLUTION AUTHORIZING GIFT TO CITY

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

WHEREAS, Residential Mortgage Group (RMG) wishes to grant the City of Maplewood the following: \$100, and;

WHEREAS, Residential Mortgage Group has instructed that the City will be required to use the aforementioned for: use by the Police Department to directly improve the community, and;

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

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

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

The Maplewood City Council passed this resolution by a super majority vote of its membership on _____, 20_____.

Signed:

Signed:

Witnessed:

(Signature)

(Signature)

(Signature)

Mayor
(Title)

Chief of Police
(Title)

City Clerk
(Title)

(Date)

(Date)

(Date)

AGENDA REPORT

To: City Manager James Antonen
From: Chief of Police David J. Thomalla
Subject: Approval of 2013 Animal Control Contract
Date: November 5, 2012

Introduction

City Council approval is required to award the 2013 contract for animal control services.

Background

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

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

The only change from the 2012 contract is an increase in the patrol hourly rate (from \$33.00 per hour to \$34.25 per hour) and the call-out rate (from \$53.00 per hour to \$54.00 per hour).

All other rates/fees are unchanged from 2012 and are as follows:

Patrol—15 hours per week between 8 a.m. and 5 p.m.	\$34.25/hour
Callout—Non-patrol hours and holidays	\$54.00/hour
Animal-Owner Charges—Claimed:	
Administrative Handling Fee	\$42.00
Daily Boarding Fee	\$18.00
Statutory Veterinary Services	At Cost
Animal-City Charges—Unclaimed:	
Animal Surrender Fee	\$25.00
Daily Boarding Fee	\$17.00
Euthanasia & Disposition	\$58.00
Statutory Veterinary Services	At Cost

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

Recommendation

It is recommended that the City Council accept and approve the 2013 contract from Animal Control Services.

Action Required

Submit to the City Council for review and approval.

DJT:js

Attachment

ANIMAL CONTROL CONTRACT

This Agreement, made effective the first day of January, 2013, by and between Animal Control Services, hereinafter referred to as "ACS," and the City of Maplewood, a municipal corporation, located in the County of Ramsey, State of Minnesota, hereinafter referred to as the "City".

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

1. This agreement will continue in effect until December 31, 2013, unless terminated as provided herein.
2. ACS will provide Patrol services on the public streets of the City, in a vehicle suitable for the transportation of small animals, in accordance with City Ordinances and a schedule agreed upon by both parties. The vehicle shall have proper identification displayed at all times. ACS shall maintain and insure such vehicles at all times. In addition to patrol hours, ACS agrees to maintain at least one vehicle for Call Out service to attend to cases outside regular patrol hours at the specific request of a law enforcement agency as approved by the City.
3. ACS shall provide competent personnel, trained in the handling of animals, in proper uniform and identification including employee's first name and/or employee number.
4. The City authorizes ACS to apprehend and retain dogs, cats, and other animals, and/or issue citation tags for violations of the City Ordinances related to animals. ACS will not take action on private property contrary to the expressed wishes of the owner of said property, nor forcibly take an animal from any person, without the instruction, approval, and assistance of a duly licensed Minnesota Peace Officer with current jurisdiction that includes the private property where the animal is located.
5. ACS shall impound and board animals as directed by written order of an authorized City representative, or by ruling of the Minnesota Board of Health or other Minnesota or United States agency with jurisdiction.
6. Impounded animals shall be checked for identification as required by Minnesota Statutes Chapter 346 and kept at Hillcrest Animal Hospital, 1320 County Road D Cir Maplewood, MN 55109, (651) 484-7211, in a suitable, humane manner for the period specified in paragraph 9. ACS may temporarily board at an emergency facility if access and/or treatment is not immediately available at Hillcrest Animal Hospital.
7. If an animal is unclaimed, the City will pay ACS the charges as agreed to on Exhibit One to this Agreement within thirty days of the Statement Date.
8. Before an animal is released to its owner, ACS or its agent shall collect the charges specified on Exhibit One to this Agreement.

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

Richard L. Ruzicka
Animal Control Services

City of Maplewood

By: _____

Its: _____

**ANIMAL CONTROL CONTRACT
EXHIBIT ONE**

PATROL \$34.25 15 hours per week between 8:00 A.M. and 5:00 P.M.

CALL OUT \$54 Non-Patrol hours and holidays

The Call Out rates are a flat fee.

ANIMAL – OWNER CHARGES - CLAIMED

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

ANIMAL – CITY CHARGES - UNCLAIMED

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

Charges herein do not include any applicable sales taxes.

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

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

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

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

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

Agenda Report

TO: James W. Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant
DATE: November 7, 2012
SUBJECT: Approval of Correction to Planning Commissioner Stephen Wensman's Term
Expiration Date

INTRODUCTION/SUMMARY

Planning Commissioner Stephen Wensman was reappointed by the City Council at the October 22 City Council meeting. The resolution of appointment incorrectly stated the term is to expire September 30th, 2015. The correct term expiration date is December 31st, 2015.

RECOMMENDATION

Staff recommends the City Council approve the attached resolution with the corrected term expiration date.

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:

Planning Commission

- Stephen Wensman, term expires December 31, 2015

Agenda Report

TO: James W. Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant
DATE: November 7, 2012
SUBJECT: Consider Maplewood Area Historical Society Request for use of Awarded 2012 Charitable Gambling Funds for Alternative Project

INTRODUCTION/SUMMARY

The Maplewood Area Historical Society was awarded \$4,483 in 2012 Charitable Gambling Funds for repairs to the milk house, porch and miscellaneous repairs to the Welcome Center, and outdoor lighting. Staff received a request for reimbursement for 2012 Charitable Gambling funds, however, the Maplewood Area Historical Society is requesting the use of funds for an unexpected project of insulating the house to help with extremely high heating and cooling costs. Because this item was not on the original request for funds, Council approval is necessary.

RECOMMENDATION

Staff recommends the City Council approve the use of 2012 Charitable Gambling funds awarded to the Maplewood Area Historical Society to be used towards insulating the Bruentrup Heritage Farm house.

Attachments:

1. Letter for Request for Reimbursement



MAPLEWOOD AREA HISTORICAL SOCIETY

2170 EAST COUNTY ROAD D, MAPLEWOOD, MN 55109
(651) 748-8645 - www.maplewoodhistoricalsociety.org

October 25, 2012

Mr. James W. Antonen, City Manager
City of Maplewood
1830 County Road B East
Maplewood, MN 55109

Dear Mr. Antonen:

In 2011, in response to our application for funds from the Charitable Gambling Tax Fund Program, the City awarded the sum of \$4,483. to assist with projects at the Bruentrup Heritage Farm.

The following costs are for those projects:

1. Relocating sprinkler heads, outlets & lighting, put in ceiling of milkhouse - this project is only partially completed. Amount paid to date:	\$ 700.00
2. Installing new beadboard ceiling & paint, sand and stain floor of porch	539.19
3. a) Gutters for Welcome Center and Barn entrances	820.22
b) Photo cells for Welcome Center & outdoor security lighting	<u>443.42</u>
	\$2,423.41

Circumstances have delayed completion of item 1 and any work on items 3c and 3d. However, because of extremely high heating and cooling costs, it was decided that insulating the house was necessary and ask that, if possible, the balance of the award be applied toward that expense, which was \$4,973.07.

Copies of our records are attached for your review.

Sincerely,

Lois N. Behm, Treasurer
Maplewood Area Historical Society

Enclosures - Invoice Copies

Where Maplewood History Lives

YARD LIGHTING

263.55

39.52

8.73

9.16

15.47

20.97

52.43

6.12

27.47

443.42

SHERIDAN SHEET METAL
GUTTERS

820.22

THERMAL BOUNDRIES
HOUSE INSULATION

4,973.07

PORCH REPAIR & DECK STAIN

Agenda Item 07
Attachment 1

25.57

60.80

381.93

29.90

40.99

539.19

MILK HOUSE
VIKING SPRINKLER

\$700.⁰⁰

10-25-12

MENARDS - MAPLEWOOD
2280 MAPLEWOOD DRIVE
MAPLEWOOD, MN

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 08/28/12



Sale Transaction

TAX EX MN0050838
CHURCH/NON-PROFIT

1/2" X 10' EMT CONDU *	
3651333 2 @1.59	3.18 NT
1X6-10' #3 STANDARD	
1031120	4.29 NT
1/2" EMT 2-HOLE STRA	
3651207	0.49 NT
1/2" EMT S.SCRW CONN	
3651278 2 @1.78	3.56 NT
LA 15A TR GFCI *	
3634036	4.99 NT
1/2" EMT 1-HOLE STRA	
3653700	0.88 NT
4X4 COVER DUPLEX *	
3611140	1.09 NT
4X4 BLANK COVER 1/2" *	
3611209	0.39 NT
1" 2 GANG MUD RING *	
3611629	1.59 NT
IV 15A TR GFCI *	
3634035	4.99 NT
BR 15A SP GROUNDED S	
3639342	0.54 NT
BR 15A DUPLEX OUTLET	
3633652	0.39 NT
4" SQ BOX 2-1/8" DEE *	
3611108	1.09 NT

TOTAL SALE 27.47

CERTIFICATE-BARCODED 2144154963 23.83

006 73
REMAINING BALANCE \$0.00
CERTIFICATE-BARCODED 7312311069 3.64

006376
REMAINING BALANCE \$96.83

TOTAL SAVINGS 15.36

TOTAL NUMBER OF ITEMS = 15

THANK YOU, YOUR CASHIER, Nita

3633 07 8759 05/30/12 01:31PM 3059

YARD
LIGHTS

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - Oakdale
3205 Hadley Ave North
Oakdale, MN 55128

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 11/10/12



Sale Transaction

TAX EX MN0050838
CHURCH/NON-PROFIT

1/2" X 10' EMT CONDU	
3651333 10 @1.67	16.70 NT
65W FLUORESCENT LIGH	
3561727	29.98 NT
20PK 3/4" PVC CONDUIT	
3652854	2.77 NT
PIGTAILS GROUNDING 8	
3643395 2 @1.49	2.98 NT

TOTAL SALE	52.43
Menard Card 8035	52.43

JOB # OR NAME: YARDLIGHTING
043544

TOTAL NUMBER OF ITEMS = 14

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Lavon

08/11 4816 08/12/12 04:25PM 3022

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - STILLWATER
5800 Krueger Lane N
Oak Park Hts MN 55082

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 11/15/12



Sale Transaction

TAX EX MN0050838
CHURCH/NON-PROFIT

1/2" EMT S.SCRW CONN	
3651278 2 @1.78	3.56 NT
#69 MASTER PADLOCK K	
2221447 2 @1.28	2.56 NT

TOTAL SALE	6.12
Menard Card 8035	6.12

JOB # OR NAME: YARD LIGHTING
054225

TOTAL NUMBER OF ITEMS = 4

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, AARON

88170 23 6523 08/17/12 06:58AM 3129

YARD LIGHTS

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BIG CARD **REBATE**
MENARDS[®]

MENARDS - STILLWATER
5800 Krueger Lane N
Oak Park Hts MN 55082

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 11/18/12



Sale Transaction

TAX EX MNO050838
CHURCH/NON-PROFIT

PIGTAIL W/ SCREW	
3647888	9.98 NT
BR 15A BACKWIRE OUTL	
3634156	1.99 NT
4" SQ BOX BLANK COVE	
3611111 2 @0.55	1.10 NT
4X4 COVER GFCI	
3612453	2.40 NT

TOTAL SALE	15.47
Menard Card 8035	15.47

JOB # OR NAME: YARD LIGHTS
038402

TOTAL NUMBER OF ITEMS = 5

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Keelin

31680 05 7677 08/20/12 07:24AM 3129

YARD LIGHTS

Use Your  2%
BIG CARD **REBATE**
MENARDS[®]

MENARDS - ST CRX FL
1285 208th Street
St. Croix Falls,
WI 54024

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 11/13/12



Sale Transaction

#12 RED 100' SOLID T	
3695085	20.97
5 1/2 VALANCE ROD 48	
7892648	6.97

TOTAL	27.94
TAX AT 5.5%	1.54
TOTAL SALE	29.48
Menard Card 8035	29.48
JOB # OR NAME: FARM SUPPLIES	
030009	

TOTAL NUMBER OF ITEMS = 2

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Blake

62495 05 6945 08/15/12 02:50PM 3220

*ELEC. WIRE
FOR YARD
LIGHTS*

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BIG CARD REBATE
MENARDS®

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - STILLWATER
5800 Krueger Lane N
Oak Park Hts MN 55082

MENARDS - MAPLEWOOD
2280 MAPLEWOOD DRIVE
MAPLEWOOD, MN

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 11/26/12

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 11/27/12



Sale Transaction

Sale Transaction

TAX EX MN0050838
CHURCH/NON-PROFIT

1/2" 5HL 1 GANG SE B	
3612835	4.97 NT
GR 1G TOGGLE WP CVR	
3652484	3.76 NT

TOTAL SALE	8.73
Menard Card 8035	8.73
JOB # OR NAME: YARD LIGHTS	
000775	

TOTAL NUMBER OF ITEMS = 2

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Keelin

31680 05 1449 08/28/12 07:15AM 3129

1/4 FLAT WASHER SS	
2320298	1.59 NT
1/2" 3HL 1 GANG DEEP BOX	
3612958	5.99 NT
1/2" EMT COMP. CONNCTR	
3651061	1.58 NT

TOTAL	9.16
TOTAL SALE	9.16
Menard Contractor Card 8035	9.16
044382	
Swiped	

Job # or Name : yard **L16HFS**

TOTAL NUMBER OF ITEMS = 3

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Cynthia

56920 03 5557 08/29/12 02:12PM 3059

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BIG CARD REBATE
MENARDS®

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - STILLWATER
 5800 Krueger Lane N
 Oak Park Hts MN 55082

MENARDS - STILLWATER
 5800 Krueger Lane N

KEEP YOUR RECEIPT
 RETURN POLICY VARIES BY PRODUCT TYPE

Sale Transaction

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 11/12/12

TAX EX MN0050838
 CHURCH/NON-PROFIT



Sale Transaction

TAX EX MN0050838
 CHURCH/NON-PROFIT

1/2"X10' LIQTITE MTL	
3654181	9.87 NT
1 GANG WP BLANK COVE	
3614189 2 @0.77	1.54 NT
1/2" LFNC STRAIGHT C	
3654068 2 @1.49	2.98 NT
1/2" LFNC 0-90 DEG C	
3654084 2 @3.29	6.58 NT
1/2" 3HL 1 GANG BOX	
3613834 2 @3.15	6.30 NT
RAID WASP & HORNET A *	CI
2633019 2 @0.99	1.98 NT
3PECTRACIDE WASP & H *	CI
2637657	0.99 NT
1-1/2" BIMETAL HOLES	
2521260	9.28 NT
TOTAL SALE	39.52
Menard Card 8035	39.52
JOB # OR NAME: YARD LIGHTS	
059997	

65W FLUORESCENT LIGH	
3561727	29.98 NT
4" SQ BOX 2-1/8" DEE	
3611108 5 @1.29	6.45 NT
#12 WHT 500' STRAND	
3695496	60.00 NT
#12 BLK 500' STRAND	
3695483	60.00 NT
1/2" 3HL 1 GANG DEEP	
3612958	5.99 NT
#12 GRN 500' STRAND	
3695519	60.00 NT
1/2" EMT S.SCRW COUP	
3653645 2 @1.69	3.38 NT
3/4" EMT 1-HOLE STRA	
3653714	3.99 NT
1/2" EMT 2-HOLE STRA	
3653726 2 @0.84	1.68 NT
2-1/8" HANDY BOX 1/2	
3612308 2 @1.88	3.76 NT
BK 15A SP COMM SWITC	
3632229 2 @1.83	3.66 NT
1/2" EMT COMP. CONNC	
3651061	1.58 NT
24" EXTENSION ARM	
3564307 2 @8.98	17.96 NT
4X4 COVER TOGGLE	
3611153	1.48 NT
GR 1G TOGGLE WP CVR	
3652484	3.76 NT

TOTAL SAVINGS 8.94

TOTAL SALE	263.67
CASH	0.12
Menard Card 8035	263.55

TOTAL NUMBER OF ITEMS = 13

JOB # OR NAME: YARDLIGHTS
 027826

GUEST COPY

TOTAL NUMBER OF ITEMS = 24

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
 2202

THIS IS YOUR CREDIT CARD SALES SLIP
 PLEASE RETAIN FOR YOUR RECORDS.

GUEST COPY

CI = Chemical item if opened may be exchanged for the same or similar item of equal value. If an exchange is not desired the item will be refunded with an in store credit voucher. Guest is to keep the item being exchanged or refunded. Chemical items with nondefective containers and are unopened may be returned in accordance with the regular return policy.

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
 PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Chelsey

83950 04 1480 08/10/12 11:36AM 3129

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - MAPLEWOOD
2280 MAPLEWOOD DRIVE
MAPLEWOOD, MN

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/17/12



Sale Transaction

Cust name: historial maplewood

TAX EX MN0050838
CHURCH/NON-PROFIT

ORDER 72541	
1X3-8' CEDAR S1S2E 3 *	
1071562	9.29 NT
1X2-8' CEDAR S1S2E *	
1071148	1.59 NT
2X2-8' S4S CEDAR BOA *	
1072419 2 @3.99	7.98 NT
ORDER SUBTOTAL	18.86
END OF ORDER	

2 PREM DECKSCREW	
2305506	6.71 NT

TOTAL SALE	25.57
Menard Card 8035	25.57
JOB # OR NAME: porch repair	
000544	

TOTAL SAVINGS 0.96

TOTAL NUMBER OF ITEMS = 5

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Barb

BED MOULDING FOR
FRONT PORCH ON MENARDS CA
CARD

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - STILLWATER
5800 Krueger Lane N
Oak Park Hts MN 55082

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 09/24/12



Sale Transaction

TAX EX MN0050838
CHURCH/NON-PROFIT

PINE MLDG BED MLD WM	
4171171 8 @7.60	60.80 NT

TOTAL SALE	60.80
Menard Card 8035	60.80
JOB # OR NAME: PORCH	
077483	

TOTAL NUMBER OF ITEMS = 8

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Keelin

31680 05 5085 06/26/12 06:39AM 3129

FRONT PORCH

Use Your  2%
BIG CARD REBATE

MENARDS®

MENARDS - Oakdale
3205 Hadley Ave North
Oakdale, MN 55128

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 09/17/12



Sale Transaction

Cust name: Bruentrup, William

TAX EX MN0050838
CHURCH/NON-PROFIT

ORDER 82434
1-3/4"X9-1/2"- 10' L - PICK
1061268 2 @30.97 61.94 NT
2X8-10' #2&BTR SPF - PICK *
1021897 4 @5.17 20.68 NT
2X6-8' STUD/#2&BTR S - PICK *
1021758 2 @3.19 6.38 NT
1X4-10' #2+BTR - PICK
1411054 70 @3.89 272.30 NT
ORDER SUBTOTAL 361.30
END OF ORDER

2 X 6 JOIST HANGER 1
2271741 8 @0.79 6.32 NT
OCT BOX W/BRACKET &
3611043 2.65 NT
JOIST HNGR FM 2.5X11
2283155 2 @2.99 5.98 NT
WDG ANCHOR 3/8 X 5"
2323662 5.68 NT

TOTAL SALE 361.93

CERTIFICATE-BARCODED 7312311069 62.20

097746
REMAINING BALANCE \$0.00
Menard Card 8035 319.73
JOB # OR NAME: HOUSE P. RCH
061063

TOTAL SAVINGS 3.00

TOTAL NUMBER OF ITEMS = 90

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU YOUR CASHIER. KAYLYN

PACKING SLIP

DATE: 06/07/12

ORDER #: 9901441

Seven Corners Hardware, Inc.
216 West Seventh Street
St. Paul, MN 55102-2599
651-224-4859

SHIP TO: WILLIAM BRUENTRUP

10605 JOLIET AVE N
STILLWATER, MN 55082
651-426-4718

TERMS: MASTER CARD

SHIP VIA: UPS - GROUND

CUSTOMER #: 600344

PART NUMBER	DESCRIPTION	PRICE	QTY	SHIP	TOTAL
BO-RS031	BOSCH 5" SOFT SANDING PAD	14.95	2		29.90

*SANDING RAILINGS
& PORCH STEPS
SANDING PADS TO REPLACE
DAMAGED ONES*



Maplewood
 1872 Beam Ave.
 Maplewood MN 55109
 Phone: 651-770-0390
 Fax: 651-770-8821

Number	Date	Page
14003452	6/6/2012	1

Account No	Tax Exempt No
1479959000	ES37745

Sale Invoice

S
O
L
D
T
O

BRUENTRUP PROPERTIES
 WILLIAM BRUENTRUP
 10605 JOLIET AVE N
 STILLWATER MN 55082

Phone	Sales Person	Clerk	Delivered By	Terms	PO Number	Required
(651) 426-4718		170 Petrich-T		Net 30	HERITAGE FARM	

Item Number	Description	Everyday	Quantity	U/M	Tax	Unit Price	Extension
57525501	RUBBOL SOLID DEK 110 LT BS Color # and Name: WARM WHITE	47.99	1.00	1GA	N	40.99	40.99
88589610	PLATINUM EXT EGSH NEUT BSE GAL Color # and Name: RED MATCH Custom Formula: B32 W44 V8X F2X24	58.99	1.00	1GA	N	45.99	45.99

PORCH

STAIN FOR PORCH

XXXXXXXXXXXX5892
 Entry Method: Swiped
 Approved: Online Batch#: 000490
 5/06/12 16:55:33
 Inv #: 000037 Appr Code: 653388
 Total: \$ 86.98

NO REFUND OR EXCHANGE.
 CHARGES ON CUSTOM ORDERS.

SubTotal	* promotional price	\$86.98
Sales Tax		\$0.00
Total		\$86.98
MasterCard Tendered		\$86.98
Auth		
Change Due		\$0.00



14003452

Signature : _____
 Print Name : _____

Customer Copy



SHERIDAN SHEET METAL COMPANY

4108 QUEBEC AVENUE NORTH
NEW HOPE, MN 55427
(763) 537-3686 Fax (763) 537-8139

Invoice

Date	Invoice #
10/10/2012	51220

Bill To
MAPLEWOOD AREA HISTORICAL SOCIETY

Ship To
CUST PICK UP NOON WED (612) 581-1620

Date Requested	P.O. No.	Ship Via	FOB	Terms	
10/10/2012			CUSTOMER	C.O.D.	
Ordered By	Ship Date	Sales Person	Project		
BILL BRUENTRUP	10/10/2012	BILL			
Item	Description	Ordered	Price	Shipped	Amount
CUSTOM	18GA GALV FLAT STOCK				
G6HR010	24" X 35-3/4"	4	24.00		96.00
	6" HALF ROUND GUTTER GALV 10'L	50	2.58		129.00
	2-20'L				
	1-10'L				
G4RCP10	4" ROUND CORR COND PIPE GALV 10'L	50	2.53		126.50
	5-10'L				
G4SQUB	4" SQ U BRACKET	6	3.03		18.18
G6HRISM	6" HALF ROUND INSIDE MITER GALV	3	33.10		99.30
G6HREC	6" HALF ROUND END CAP GALV	6	2.63		15.78
G4RCE03	4" ROUND CORR ELBOW #3 GALV	9	5.34		48.06
G6CRSNB	GALV 6" CIRCLE-SPRING-NUT-BOLT	25	5.59		139.75
G30SK	GALV #30 SHANK AJUSTABLE PITCH	25	4.71		117.75
GTRSL	5oz TUBE GUTTER SEAL NPC	2	6.37		12.74
G4BDP	4" "B" DROP GALV	3	5.72		17.16
				Total	\$820.22

CHECK COPY OVER



301 YORK AVENUE
 ST PAUL, MN 55130
 PHONE: 651-558-3300

INVOICE
166531

BILL TO	Jobsite Address
	BRUENTRUP HISTORIC BARN 2170 E CTY ROAD D MAPLEWOOD, MN 55109

Customer Contract No.	Customer Order No.	Our Job Number 239907	Invoice Date 10-15-12	Billing No.	Customer No. 142532	Terms NET 30
-----------------------	--------------------	--------------------------	--------------------------	-------------	------------------------	-----------------

DESCRIPTION	TOTAL
DESCRIPTION OF WORK PERFORMED	
ADD (2) DRY PENDENT HEADS IN THE MILKHOUSE	
	700.00
===== FINANCE CHARGES OF 1% PER MONTH, ANNUAL RATE OF 12% IS CHARGED ON ALL LATE PAYMENTS. =====	
TO PAY BY CREDIT CARD, PLEASE COMPLETE THE FOLLOWING AND FAX TO 651-558-3310, ATTENTION DIANNE. CHECK ONE: VISA _____ MASTERCARD _____ AMEX _____ NAME ON CARD: _____ SECURITY CODE _____ ACCOUNT #: _____ SIGNATURE: _____ EXP DATE _____ *IF YOU HAVE ANY QUESTIONS REGARDING THE CREDIT CARD PROCESS PLEASE CALL 651-558-3271*	

PLEASE REMIT TO: VIKING AUTOMATIC SPRINKLER CO. PO BOX 6424 ST. PAUL, MN 55106	Pay This Amount ➔	700.00
--	--------------------------	---------------

CHECK COPY
 ↓

2217

4-19-12

Track Your Expenses...

<input type="checkbox"/> Auto/Travel	<input type="checkbox"/> Education	<input type="checkbox"/> Medical/Dental
<input type="checkbox"/> Business	<input type="checkbox"/> Entertainment	<input type="checkbox"/> Savings
<input type="checkbox"/> Charities	<input type="checkbox"/> Food	<input type="checkbox"/> Taxes
<input type="checkbox"/> Clothing	<input type="checkbox"/> Home	<input type="checkbox"/> Utilities
<input type="checkbox"/> Dependent Care	<input type="checkbox"/> Insurance	<input type="checkbox"/> Other

Thermal Boundary Corp

Four Thousand Nine Hundred Seventy three and 00/100

BAL. FOR'D	
ITEM AMOUNT	<i>4,973.00</i>
BALANCE DEPOSIT FOR'D	

TAX DEDUCTIBLE ITEM

Memo *Insulation*

For enhanced security your account number will not be printed on this copy

NOT NEGOTIABLE

HOUSE INSULATION

**City of Maplewood
Application for Charitable Gambling Tax Funds**

Information:

Name of Organization requesting funds: Maplewood Area Historical Society
 Phone Number of Contact Person: 651-770-8941
 Address: 2170 East County Road D, Maplewood, MN 55109 Mail: P.O Box 9372, North St. Paul, MN 55109
 E-mail Address: behm3030@bitstream.net

Check Type of Organization Making Request:

- City County School District # _____
 Non-profit Historical Society (Proof of IRS 501c3 status is required)
 Other (specify) _____

Lawful Purpose Request

The above named organization requests Lawful Charitable Gambling Tax Funds for the following purpose: Amount Requested \$ 7,614.00

Explain expenditure – attach additional sheets if necessary.

FUNDING REQUESTED FOR THE FOLLOWING PROJECTS:

1. Milk House - Relocate sprinkler heads, outlets and lighting, put in ceiling	\$2,614.00
2. Porch - Install new beadboard ceiling and paint; sand and stain floor	\$1,935.00
3. Miscellaneous:	
a) Gutters on Welcome Center and Barn entrances; b) Photo Cells on external lighting	
Welcome Center; c) Add lighting and outlets in Tin Shed and new Machine Shed;	
d) Lighting for Flag Pole	Total Miscellaneous \$3,065.00
	TOTAL REQUEST \$7,614.00

- The Milk House will be used for displays and demonstrations, making it necessary to upgrade the space
- The beadboard ceiling on the porch is deteriorated, requiring replacement and the floor is in very poor condition and needs to be refinished.
- a) Gutters on Welcome Center and Barn entrances will protect visitors from rain; b) Photo cells on Welcome Center will save money while ensuring safety and security at night; c) Lighting and outlets in the new machine shed are needed for displays and demonstrations; d) The Flagpole needs to be lit so flag can be properly flown at night.

Justification – Outline how the proposed project or use of the Charitable Gambling Tax Fund meets guidelines established by City Council. The purchases listed above are for use at the Bruentrup Heritage Farm, 2170 County Road D East in Maplewood for improvements and continuing maintenance. The Maplewood Area Historical Society has a 99-year lease and operates the historical Farm as an educational facility on City-owned open space. In addition to the educational functions, the Farm is a repository for local historical artifacts and records which can be accessed for research and is available for tours demonstrating early farm life. The Society holds its monthly meetings at the Farm and hosts Vcommunity and fund raising activities at various times during the year.

By completing and signing this form, the organization confirms that the requested Charitable Gambling Tax Funds will be spent for a lawful purpose. This request is a one time request for funds to be awarded in the next fiscal year and the applicant understands requests for future funding will require a new separate application.

Lois N. Behm Treasurer September 23, 2011
 Signature Title Date
 Print Name Lois N. Behm



CITY OF MAPLEWOOD

CITY COUNCIL POLICIES ON AWARDS OF CHARITABLE GAMBLING TAX FUNDS

1. All licensed charitable gambling organizations within the City are required to contribute 10 percent (10%) of net profits derived from lawful gambling activity in the City to the Charitable Gambling Tax Fund. These funds are dispersed by the City Council for lawful expenditures.
2. Charitable Gambling Tax Funds shall be distributed for projects, equipment, or activities that are based in the community and which primarily benefit of Maplewood residents.
3. The allocation of Charitable Gambling Tax Funds is an annual award and receipt of funds does not in any way guarantee or commit the City of Maplewood to funding in any subsequent year. Each years funding requires a new, separate application.
4. Projects which involve the purchase of equipment, supplies, or specific items will be looked upon more favorably than requests for salaries or general operating costs.
5. All funds are required to be expended for the requested project within one year of the date of receipt of the award letter. Grantees shall submit such receipts or other proof of expenditure for the proposed purpose with their request for payment of the grant award.
6. No employee or department of the City of Maplewood shall solicit a donation from a licensed charitable organization without City Manager approval. If there is a financial need for a specific program that was not funded in the City budget, staff may submit a request to the City Manager for the use of Charitable Gambling Tax Funds.
7. In general, requests from organized athletic groups will not be funded. Funding for these programs should be from participating families or community auxiliary groups. There are so many athletic organizations within the community that the City of Maplewood is not capable of funding their financial requests nor fairly determining appropriate recipients.
8. The City of Maplewood grants funds from Lawful Gambling Tax Fund to support activities and services benefiting Maplewood residents.. The first priority in the granting of funds will be given to the City of Maplewood domiciled organizations. The second priority or consideration will be given to funding requests from other organizations which are used primarily for the benefit of Maplewood residents.
9. All applications must be complete and submitted by the application deadline established by the City Manager.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 09 2002**

MAPLEWOOD AREA HISTORICAL SOCIETY
2170 E COUNTY RD D
MAPLEWOOD, MN 55109-1003

Employer Identification Number:
41-1893832

DLN:
17053082773002

Contact Person:
LARRY W BOTHE ID# 31462

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:
February 1999

Addendum Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

MAPLEWOOD AREA HISTORICAL SOCIETY

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

MINNESOTA REVENUE

Agenda Item G7
Attachment 1

June 17, 2010

Letter ID: L1376047616

MAPLEWOOD AREA HISTORICAL SOCIETY
2170 COUNTY ROAD D E
MAPLEWOOD MN 55109-5316

To Whom It May Concern:

Your application for exemption from the Minnesota sales tax as a nonprofit organization has been approved as of March 26, 1999. Your organization's exempt status number is 37745.

Your exempt status number should be entered on the enclosed Certificate of Exemption, Form ST3. A copy of a fully completed Certificate of Exemption must be given to each seller from whom you purchase, lease, or rent tangible personal property or services for your use in your nonprofit functions.

This exemption does not apply to purchases of prepared food, soft drinks, candy, alcoholic beverages, lodging, waste collection and disposal services, or to purchases or leases of motor vehicles. Purchases or leases of qualifying motor vehicles are exempt if the vehicles are used primarily to transport goods or people, other than employees, as part of the organization's charitable, religious, or educational functions. Qualifying vehicles are those defined in Minnesota Statutes, section 168.011, as a truck, bus, or passenger automobile that is designed and used for carrying more than nine people.

Your exempt status number may not be used by a building contractor to obtain exemption for materials purchased under a lump sum construction project covering both labor and materials for the construction, alteration, or repair of your building or other real property you may own.

Your application for nonprofit exempt status from Minnesota sales and use tax was approved based on current facts and circumstances regarding your organization and laws in effect at the time of approval. Different circumstances, statutory changes, or subsequent court decisions could affect your nonprofit exempt status. If your sources of support, character, or method of operation change, you must let us know so we can consider the effect of the change on your status. Also, please inform us of all changes in your legal name or address.

If your organization makes ongoing taxable retail sales, you are required to obtain a Minnesota tax identification number and to collect and remit the sales tax. When you purchase items for resale, you should give your supplier a fully completed Form ST3 claiming the resale exemption.

For more information on your exemption or on Minnesota sales tax, please write us at the

Sales and Use Tax Division
Mail Station 6330
St. Paul, MN 55146-6330
An equal opportunity employer
www.taxes.state.mn.us

Tel: (651) 296-6181
Fax: (651) 556-3102
TTY: (651) 556-3030 or
Call 711 for the Minnesota Relay

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **APPROVAL OF RESOLUTION CERTIFYING SPECIAL ASSESSMENTS FOR UNPAID AMBULANCE BILLS**
DATE: November 5, 2012 for the November 15, 2012 Council Meeting

BACKGROUND

Annually the City levies special assessments for unpaid ambulance bills on property within Ramsey County. During the past 12 months, letters were sent to individuals that had unpaid ambulance bills. The letters indicated that the balance due for ambulance services along with 10% interest would be added to their 2013 property taxes if payment was not made within 30 days. A few payments were received in response to these letters. The remaining unpaid bills in the amount of \$9,143.68 plus 10% interest of \$914.38 should be certified as special assessments.

RECOMMENDATION

It is recommended that the attached resolution be adopted to certify \$10,058.06 of unpaid ambulance bills for collection with 2013 property taxes which includes interest at the rate of ten percent on the total amount for one year.

P:\finance\council files\2012\111 certify ambulance consent

Attachments:

1. Resolution
2. Ambulance Charges Assessment Record

RESOLUTION NO.

RESOLVED, that the City Clerk is hereby authorized and directed to certify to the Auditor of Ramsey County the following ambulance bills totaling \$10,058.06 for collection with the taxes of said property owner for the year 2012, collectible in 2013, which includes interest at the rate of ten percent (10%) on the total amount for one year.

CERTIFIED RECORD COPY (COUNTY)**AMBULANCE CHARGES ASSESSMENT RECORD**

Name of City **CITY OF MAPLEWOOD MN**
 Project Name **AMBULANCE CHARGES**
 Desc. of Proj. **Unpaid Ambulance Fees**
 Spec. Asmnt Code **57131202**
 RES #
 Total Amnt of Proj. as levied **\$10,058.06**
 Yr. To Start Asmnt. **2013**
 No. Yrs. Asmnt. Run **1**
 Interest Rate
 Calc. Method **0**
 Extra days & Mo. 1st Yr. **0**

Update Change * 10/25/12

Line No.	AFSPCD	AFSPMC	AFROLL	AFPARC	AFSTYR	AFYRRN	AFAMTR			
1	57131202	0	R	022922410117	2013	1	711.28			2234 RADATZ AVENUE E
2	57131202	0	R	032822120133	2013	1	32.77			92 UPPER AFTON TERRACE
3	57131202	0	R	042922440027	2013	1	2,380.25			1251 E COUNTY ROAD C
4	57131202	0	R	102922130041	2013	1	519.09			1631 GERVAIS AVENUE E
5	57131202	0	R	132822310021	2013	1	105.05			2459 MAMIE AVENUE E
6	57131202	0	R	132822330048	2013	1	1,606.37			2291 BOXWOOD AVENUE E
7	57131202	0	R	133023310070	2013	1	238.03			402 MAJESTIC COURT
8	57131202	0	R	142922340092	2013	1	850.29			1693 RUTH STREET N
9	57131202	0	R	242922440030	2013	1	729.38			1262 FERDALE STREET N
10	57131202	0	R	262922430152	2013	1	1,968.19			2050 BUSH AVENUE
11	57131202	0	R	282922440038	2013	1	862.36			1258 ROSS AVENUE
12	57131202	0	R	292922110074	2013	1	55.00			766 ROSE AVENUE E

TOTAL = 10,058.06

I hereby certify that the above information is a true and accurate record of the unpaid ambulance charges assessment roll as adopted by the Maplewood City Council.

 Karen Guilfoile
 City Clerk, City of Maplewood, Minnesota

 Date

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **APPROVAL OF RESOLUTION CERTIFYING SPECIAL ASSESSMENTS FOR UNPAID MISCELLANEOUS CHARGES**
DATE: November 5, 2012 for November 15, 2012 Council Meeting

BACKGROUND

Annually the City levies special assessments for unpaid miscellaneous charges on property within Ramsey County. These miscellaneous charges include items such as false alarms, lawn mowing and other code enforcement issues. During the past 12 months, letters were sent to individuals that had unpaid bills. The letters indicated that the balance due for the services along with 10% interest would be added to their 2013 property taxes if payment was not made within 30 days. A few payments were received in response to these letters. The remaining unpaid bills in the amount of \$27,551.59 plus 10% interest of \$2,755.14 should be certified as special assessments.

RECOMMENDATION

It is recommended that the attached resolution be adopted to certify \$30,306.73 of unpaid miscellaneous charges for collection with 2013 property taxes which includes interest at the rate of ten percent on the total amount for one year.

P:\finance\council files\2012\111 certify miscellaneous consent

Attachments:

1. Resolution
2. Miscellaneous Charges Assessment Record

RESOLUTION NO.

RESOLVED, that the City Clerk is hereby authorized and directed to certify to the Auditor of Ramsey County the following miscellaneous charges totaling \$30,306.73 for collection with the taxes of said property owner for the year 2012, collectible in 2013, which includes interest at the rate of ten percent (10%) on the total amount for one year.

CERTIFIED RECORD COPY (COUNTY)				MISCELLANEOUS CHARGES ASSESSMENT RECORD							
Name of City	CITY OF MAPLEWOOD MN			Update Change * 10/25/12							
Project Name	MISCELLANEOUS CHARGES										
Desc. of Proj.	Unpaid Miscellaneous Fees										
Spec. Asmnt Code	57131203										
RES #											
Total Amnt of Proj. as levied	\$30,306.73										
Yr. To Start Asmnt.	2013										
No. Yrs. Asmnt. Run	1										
Interest Rate	0										
Calc. Method	0										
Extra days & Mo. 1st Yr.	0										
Line No.	AFSPCD	AFSPMC	AFROLL	AFPARC	AFSTYR	AFYRRN	AFAMTR				
1	57131203	0	R	012822140041	2013	1	445.85	47 MAYHILL ROAD			
2	57131203	0	R	012822140105	2013	1	2,612.60	27 CENTURY AVENUE N			
3	57131203	0	R	022922220013	2013	1	4,906.00	1900 CTY ROAD D E, STE 130			
4	57131203	0	R	022922320030	2013	1	445.85	1840 RADATZ AVENUE E			
5	57131203	0	R	092922240007	2013	1	919.20	2508 FOREST STREET N			
6	57131203	0	R	092922440051	2013	1	809.20	1265 COUTNY ROAD B E			
7	57131203	0	R	092922440138	2013	1	363.35	1273 LARK AVENUE E			
8	57131203	0	R	102922130063	2013	1	192.50	1565 SEXTANT AVENUE E			
9	57131203	0	R	112922230008	2013	1	2,200.00	2515 WHITE BEAR AVENUE E			
10	57131203	0	R	132822110010	2013	1	113.53	815 CENTURY AVENUE S			
11	57131203	0	R	132822140030	2013	1	276.82	873 CENTURY AVENUE S			
12	57131203	0	R	132822140031	2013	1	606.55	867 CENTURY AVENUE S			
13	57131203	0	R	132922320043	2013	1	445.85	1806 MCKNIGHT ROAD N			
14	57131203	0	R	142922330014	2013	1	1,282.56	1706 WHITE BEAR AVENUE N			
15	57131203	0	R	152922110050	2013	1	55.00	2055 WHITE BEAR AVENUE N			
16	57131203	0	R	152922230087	2013	1	19.60	LOT FROST/CLARENCE			
17	57131203	0	R	152922310077	2013	1	726.70	1850 MANTON STREET N			
18	57131203	0	R	152922330022	2013	1	363.35	1751 IDE STREET N			
19	57131203	0	R	152922330092	2013	1	363.35	1756 ENGLISH STREET N			
20	57131203	0	R	162922430040	2013	1	809.20	1744 PHALEN PLACE N			
21	57131203	0	R	172922130014	2013	1	363.35	687 ROSELAWN AVENUE E			
22	57131203	0	R	182922110022	2013	1	1,172.56	2112 SLOAN STREET N			
23	57131203	0	R	182922320024	2013	1	7,370.00	1820 RICE STREET N			
24	57131203	0	R	252922140002	2013	1	363.35	2686 STILLWATER ROAD E			
25	57131203	0	R	252922310026	2013	1	68.75	2438 STILLWATER ROAD			
26	57131203	0	R	252922340101	2013	1	445.85	LOT CRESTVIEW/MINNEHAHA			
27	57131203	0	R	252922410027	2013	1	1,948.41	895 CENTURY AVENUE N			
28	57131203	0	R	252922420013	2013	1	617.40	925 EDITH STREET N			
							TOTAL =	30,306.73			
I hereby certify that the above information is a true and accurate record of the unpaid ambulance charges assessment roll as adopted by the Maplewood City Council.											
_____ Karen Guilfoile City Clerk, City of Maplewood, Minnesota						_____ Date					

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Approval of Resolution Adopting Ambulance Rates for 2013**
DATE: November 7, 2012 for the November 15, 2012 Council Meeting

BACKGROUND

Staff is asking the City Council to consider this request to approve a 3% increase in rates for 2013.

Ambulance rates have been increased over the past several years, most notably with a 21% increase for 2008. The Medicare law that became effective in 2002 has resulted in decreasing collection rates from 65.3% to less than 50%. A property tax subsidy was established in 2012 to help cover the cost of Medicare runs and alleviate the deficit in this fund. The Medicare law limits allowed rates as follows:

	<u>2011</u>	<u>2012</u>
Basic life support	\$ 340.37	\$ 352.96
Advanced life support 1	404.19	419.13
Advanced life support 2	585.01	606.64
Charge per mile	6.86	7.03

The City's established rates for 2012 and proposed for 2013 are as follows:

	<u>2012</u>	<u>2013</u>
Non-transport	\$ 600.00	\$ 618.00
Basic life support	1,586.00	1,634.00
Advanced life support 1	2,085.00	2,148.00
Advanced life support 2	2,300.00	2,369.00
Charge per mile	20.58	21.20

RECOMMENDATION

Staff requests approval of the attached resolution setting Ambulance rates for 2013 at the above rates shown.

Attachments:

1. Resolution Adoption of the 2013 Ambulance Rates

RESOLUTION
ADOPTION OF THE 2013 AMBULANCE RATES

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

WHEREAS, city staff has reviewed the ambulance rates.

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

1. The updated ambulance rates with a 3% increase shall become effective beginning January 1, 2013, with rates set as follows:

Non-transport	\$ 618.00
Basic life support	1,634.00
Advanced life support 1	2,148.00
Advanced life support 2	2,369.00
Charge per mile	21.20

2. The updated ambulance rates are approved for all related ambulance runs received on or after January 1, 2013.
3. The rates shown will be reviewed by staff on an annual basis with recommendations for revisions brought to the city council for consideration.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Approval of Resolution Decertifying TIF Economic Development District No. 1-5, Schroeder Milk**
DATE: October 24, 2012 for November 15, 2012 council meeting

INTRODUCTION

The term has expired on TIF Economic Development District No. 1-5 and the district needs to be decertified.

DISCUSSION

The project established an economic development district and was approved for a 9 year increment. The district is required to be decertified by December 31, 2012.

FINANCIAL IMPACT

The tax base for the City will be increased by net tax capacity captured by the TIF District. This amounted to \$58,518 for 2011.

RECOMMENDATION

Staff recommends approval of the Resolution Decertifying TIF Economic Development District No. 1-5, Schroeder Milk effective December 31, 2012.

Attachment(s):

1. Resolution

RESOLUTION DECERTIFYING TAX INCREMENT FINANCING
ECONOMIC DEVELOPMENT DISTRICT NO. 1-5, SCHROEDER MILK

WHEREAS, on July 31, 2003, the City of Maplewood (the “City”) established its Tax Increment Financing Economic Development District No. 1-5, Schroeder Milk (the “District”); and

WHEREAS, Minnesota Statutes, Section 469.174 to 469.179 (the “TIF Act”) authorizes the City Council to decertify a tax increment financing district when the term of the district expires; and

WHEREAS, the City desires by this resolution to decertify the District effective December 31, 2012, by which taxing jurisdictions will benefit from an increased tax base effective for taxes payable in 2013; and

WHEREAS, the City Council acknowledges such action will be taken by Ramsey County to decertify the District as a tax increment district and will not remit tax increment from the District to the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Maplewood, Minnesota, as follows:

The Finance Manager is authorized and directed to provide Ramsey County with documents related to decertification of the District, to submit the Confirmation of Decertified TIF District form to the Office of the State Auditor and take any other steps required for decertification by December 31, 2012.

Adopted by the City Council of the City of Maplewood, Minnesota, this 15th day of November, 2012.

Mayor

Attest:

Manager

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Approval of Resolution Decertifying TIF Housing District No. 1-9,
Gethsemane Senior Housing Project**
DATE: October 24, 2012 for November 15, 2012 council meeting

INTRODUCTION

The project associated with Tax Increment Financing Housing District No. 1-9 is not proceeding and the district needs to be decertified.

DISCUSSION

Tax Increment Financing Housing District No. 1-9 was established in 2009 for the Gethsemane Senior Housing Project. A project must proceed within four years after establishing the TIF District or it must be decertified. Gethsemane Senior Housing Project is not scheduled to proceed prior to the expiration of the four year rule.

FINANCIAL IMPACT

The tax base for the City will not be affected since the property within the District is classified as exempt.

RECOMMENDATION

Staff recommends approval of the Resolution Decertifying TIF Housing District No. 1-9, Gethsemane Senior Housing Project effective December 31, 2012.

Attachment(s):

1. Resolution

RESOLUTION DECERTIFYING TAX INCREMENT FINANCING
HOUSING DISTRICT NO. 1-9, GETHSEMANE SENIOR HOUSING PROJECT

WHEREAS, on May 8, 2009, the City of Maplewood (the "City") established its Tax Increment Financing Housing District No. 1-9, Gethsemane Senior Housing Project (the "District"); and

WHEREAS, Minnesota Statutes, Section 469.174 to 469.179 (the "TIF Act") authorizes the City Council to decertify a tax increment financing district if the housing project does not proceed forward within four years; and

WHEREAS, the City desires by this resolution to decertify the District effective December 31, 2012, which will not have an effect on the tax base since the property within the District is classified as exempt; and

WHEREAS, the City Council acknowledges such action will be taken by Ramsey County to decertify the District as a tax increment district and will not remit tax increment from the District to the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Maplewood, Minnesota, as follows:

The Finance Manager is authorized and directed to provide Ramsey County with documents related to decertification of the District, to submit the Confirmation of Decertified TIF District form to the Office of the State Auditor and take any other steps required for decertification by December 31, 2012.

Adopted by the City Council of the City of Maplewood, Minnesota, this 15th day of November, 2012.

Mayor

Attest:

Manager

MEMORANDUM

TO: City Council
FROM: R. Charles Ahl, Assistant City Manager; H. Alan Kantrud, General Counsel,
SUBJECT: **Approval of Resolution Revising Terms of Assessment for Maplewood Senior Living, LLC, Gladstone Area Redevelopment Improvements, Project 04-21**
DATE: November 6, 2012

INTRODUCTION

In 2011 the City Council approved the first major development in the Gladstone Redevelopment Area, a 106 unit senior housing development known as The Shores. The Developer has asked the City to revise the schedule for the orderly payment of the assessments that have been levied on the property as part of that development.

BACKGROUND

The Shores was presented to the City as an opportunity to redevelop the site that was historically known as the Saint Paul Tourist Cabin site, which was its historic use just north of Lake Phalen, west of Maplewood Drive and south of Frost: the western-most entrance to the Gladstone area. Staff worked with the developer to make the project viable and in the process was able to do major neighborhood infrastructure improvements to the transit corridor as part of the development. Further, the development was made possible by a combination of TIF funding as well as direct assessments to the property for much of the public improvements. The City also pledged 1 million dollars to the project to facilitate the infrastructure improvements and obtain rights to complete those projects that benefitted the City.

The development agreement called for assessments, some 2.2 million dollars worth, that paid for the public improvements and for PAC. The hearing for those assessments was in September 2011. Contemporaneously, a TIF agreement was also signed whereby the developer would draw tax increment dollars to help off-set those assessments. Since the project was not scheduled to receive a CO until later this year, the tax increment would not start "paying" until 2013. This creates a disconnect between when the County anticipates the first payment of the assessments is due and when the Developer can expect to draw its first TIF credit.

The Developer has approached the City to revise the assessment payment schedule so as to have the payments of the assessments coincide with receipt of the TIF funds.

We are also requesting that the consent of Wings Financial be obtained for the modification. Both the City and Developer agreed to obtain consent for any modifications when they assigned the project as collateral to Wings.

Attached are the original TIF Note, Development Agreement and Assignment for your review and background.

DISCUSSION

The assessments on the property in this case have been levied. The Developer has accepted the full

amount of them and they have been certified to the County as of November of 2011. Similarly, the TIF District has been certified as well and that increment will start “paying” next year. When the parties, the City included, executed the various agreements in this matter the disconnect between when the assessments would be paid and when the TIF funds would become available was not addressed. The Developer, having incurred the substantial costs of completing the project in a relatively short timeframe, did not anticipate this disconnect and was relying on the receipt of TIF funds to be able to make, in some part, the required payments of the assessments.

Staff has reviewed the matter and has confirmed that the City can request the modification of the payment schedule to begin collection (by Ramsey County) in a manner that will coincide with the payments to the Developer under the TIF agreement. The TIF District will be open for a period of 25 years, and the payment schedule for the assessments would merely be adjusted to fit in that 19 year window, with the payments being matched to TIF district credits.

The Developer has agreed that the assessments began to accrue interest following the assessment hearing in September, 2011, and has further requested that the interest that has accrued from September, 2011, to December 31, 2012, be “rolled into” the balance due on the assessments as a whole and amortized over the life of the District as well.

With much of the Developer’s funds tied to the construction and permitting of the Project, staff is sensitive to the financial pressures that the Developer is under to bring this Project to completion on time, and with the eye towards detail that the City expects for such a high-profile site. By all accounts, the Project is on-track and is being executed extremely well. A visit to the site will confirm the visual transformation that this Project has brought to the area.

Staff is supportive of the request given the success of the execution of the Project thus far. Indeed, when last asked, the Developer reports that the facility is already substantially filled with residents, which is a very good sign, given that their sales have been all “pre-sale” in nature. The request does not change any of the obligations put on the Developer and the assessments will still be paid within the time the TIF District will be active, so it has little or no effect on the City’s budget planning or forecast.

Attached is the Amendment to the Development Agreement that the Council is being asked to approve to allow Staff to revise the payment schedule for the assessments.

Additionally this modification does require the consent of the financial backer in the matter, Wings Financial. While a small issue, it is one that is required and thus appears in the amendment.

RECOMMENDATION

Staff recommends that the Council approve the attached Resolution Adopting Revised Assessment Roll Terms, as well as the First Amendment to the Development Agreement for the Shores Project that revises the payment schedule for the assessments on the property and seeking consent for the same from Wings Financial (also attached).

Attachments:

1. Resolution
2. Amendment to Development Agreement
3. Development Agreement
4. Assignment
5. TIF Note

**RESOLUTION
ADOPTING REVISED ASSESSMENT ROLL TERMS**

WHEREAS, pursuant to a resolution adopted by the City Council on April 25, 2011, calling for a Public Hearing on May 23, 2011, the assessment roll for the Gladstone Area Redevelopment Improvements, City Project 04-21, was presented in a Public Hearing format, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the City Council opened and continued said Public Hearing from May 23, 2011 to June 27, 2011, and

WHEREAS, the City Council opened and continued said Public Hearing from June 27, 2011 to July 11, 2011, and

WHEREAS, the City Council opened and continued said Public Hearing from July 11, 2011 to July 25, 2011, and

WHEREAS, the City Council opened and continued said Public Hearing from July 25, 2011 to August 22, 2011, and

WHEREAS, the City Council opened and continued said Public Hearing from August 22, 2011 to September 12, 2011, and

WHEREAS, one property owners, the Rand Corporation, filed an objection to their assessment according to the requirements of Minnesota Statutes, Chapter 429;and

WHEREAS, the terms of the assessment originally adopted September 12, 2011 shall be revised this 15th day of November of 2012, as defined herein;

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

- a. Such objection of Rand Corporation is hereby acknowledged as a previous landowner and thus is not considered valid based upon the current closing and development agreement; such that no revision to the proposed assessment shall be considered.
- b. 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 herein, and each tract of land therein is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
- c. The assessment roll for the Gladstone Area Redevelopment Improvements, 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 ~~20~~ **19 years**, the first installments to be payable on or before the first Monday in January ~~2012~~ **2013** and shall bear interest at the rate of 5.0 percent per annum for 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, 2011.~~ **Interest shall be added to the entire assessment balance from the date of the original resolution 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, 2011~~ **December 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, 2011, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
- f. The City Engineer and City Clerk shall forthwith after ~~November 15, 2011~~ **November 16, 2012**, but no later than ~~November 16, 2011~~, **November 30, 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 12th day of September 2011.~~

Revisions Adopted by the Council on this 15th day of November 2012.

CITY OF MAPLEWOOD
Ramsey County, Minnesota
First Amendment to Development Agreement for
The Shores Senior Housing Development
Developer Project: 10-11
Associated City Project: 04-21

THIS Amendment to that certain Development Agreement entered into on May 24, 2011, made this _____ day of _____, 2012, between the City of Maplewood, a Minnesota municipal corporation, acting by and through its mayor and city manager, herein called the "CITY" and Maplewood Senior Living, LLC, a Minnesota corporation, herein called the "DEVELOPER".

RECITALS

WHEREAS, the City and Developer have been operating pursuant to the Development Agreement previously stated hereinabove to each others satisfaction and,
WHEREAS, the Agreement has called for the orderly assessment of the property pursuant to the following paragraphs:

6. The DEVELOPER agrees to pay to the CITY a Park Dedication Fee (PAC) and for park improvements in the amount of \$540,000.00, of which \$140,000.00 shall be a cash payment paid at time of application for building permit and the remaining \$400,000.00, which DEVELOPER agrees is required for park improvements, and is requesting the same, and which the parties agree shall be paid in the following manner: \$400,000.00 shall be assessed to the parcel on the property tax roll as administered through the

Ramsey County Assessor's Office and shall be paid back over a period of 20 years at 5% interest (see also Section 12). It is understood and agreed that this amount shall satisfy the obligation of the developer with respect to and assessments for PAC, and/or park improvements for the entire parcel, including but not limited to Lots 1 and 2 of Block 1 of the proposed plat.

12. The DEVELOPER agrees to pay to the CITY \$2,200,000.00 in special assessments, of which \$1,800,000.00 are for local improvements as defined by Minnesota Statute Section 429.021 and \$400,000.00 for the Park Improvements as requested by the DEVELOPER and defined in City Project 04-21 (see also Section 5). The DEVELOPER has been advised of its right to notice and a public hearing and right to appeal concerning the assessments proposed against the DEVELOPER property (The Shores) in the amount of \$2,200,000.00. A final assessment hearing shall be held on June 27, 2011. The DEVELOPER agrees to waive the notice of hearing, hearing and its right to appeal said assessments pursuant to Minnesota Statute Section 429.061. Minnesota case law supports waiver of assessment procedures such as the right of notice and public hearing. In Re Nemzek, 58 N.W.2d 746 (Minn. 1953). The DEVELOPER further agrees that, if necessary, the DEVELOPER shall sign a separate assessment waiver prepared by the CITY waiving the right to appeal the proposed assessments for the Gladstone Neighborhood Redevelopment Phase 1 Improvements, City Project 04-21 and any assessments made against the property pursuant to that Project as DEVELOPER agrees that any such improvements directly benefit the property in at least the amount of the assessment. Special assessments shall be

assessed to the parcel on the property tax roll as administered through the Ramsey County Assessor's Office and shall be paid back over a period of 20 years at 5% interest. And,

WHEREAS, Section 16 of the Development Agreement provides as follows:

16. This Developer Agreement and its binding authority between the parties is conditioned upon the City and Developer successfully entering into a Tax Increment Financing Agreement for the Property and Lot 2 of proposed plat for "The Shores". The basic terms of which call for a total available increment of \$2, 200,000.00 spread of the life of the District, scheduled to be 20 years in initial duration. and,

WHEREAS, the Tax Increment Revenue Note executed and delivered by the City to Developer and the Tax Increment Development Agreement by and between the City and Developer provide for a total available increment of \$2,200,000.00 payable over 25 years and the parties hereto desire to amend the Development Agreement to re-state the payment schedule of installments to be paid under the Note, and,

WHEREAS, the City assessed the property in September 2011 and certified the full amount of the assessment in November of 2011, and,

WHEREAS, the Parties intended the assessment payments to coincide with the first 19 years of the scheduled TIF payments, which are scheduled to begin in 2013 and,

WHEREAS, the Developer has asked that the Development Agreement be amended to call for the assessment payment schedule and the initial 19 years of the TIF payment schedule to run concurrent to one another and,

WHEREAS, the Developer understands that the interest on the originally assessed amounts began to accrue on September 27, 2011, the date of the Assessment Hearing

and desires to that the City amortize any such interest accruing prior to January 1, 2013 over the life of the payback period, to wit: 19 years, and,

WHEREAS, by that Assignment of Development Agreement and TIF Note dated September 6, 2011 by and among the City, Developer and Wings Financial Credit Union (the Lender for the Project), the parties agreed that no change or amendment shall be made in the terms of the Development Agreement without the prior written consent of the Lender.

NOW, THEREFORE, the intentions of the parties being made clear they both hereby agree and consent to the following:

1. The City shall revise the terms of the assessment as certified to Ramsey County to reflect that:
 - A) Collection will not be scheduled to begin until 2013;
 - B) Interest on the balance of the assessments between the assessment date and January, 1, 2013, shall be added to the balance and amortized over the life of the payback term.
 - C) The collection period shall be for 19 years and shall coincide with the initial 19 years of the TIF District payments scheduled to start in 2013.
2. Section 16 of the Development Agreement is hereby amended to reflect that the total available increment of \$2,200,000.00 shall be spread over the life of the District, scheduled to be 25 years in duration.

The parties further agree that all other terms and conditions of the original Development and TIF Agreements continue with full force and effect.

SIGNATURE: Maplewood Senior Living, LLC

By _____ By _____
Glen Harstad Greg Johnson

Title _____ Title _____

STATE OF MINNESOTA) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Glen Harstad and Greg Johnson, the Senior Manager and Project Manager of Maplewood Senior Living, LLC.

Notary Public

SIGNATURES
CITY OF MAPLEWOOD:

Will Rossbach, Mayor

James Antonen, City Manager

STATE OF MINNESOTA) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Will Rossbach and James Antonen the Mayor and Manager of the City of Maplewood, a municipal corporation.

Notary Public

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MAPLEWOOD, MINNESOTA

AND

MAPLEWOOD SENIOR LIVING, LLC

This document drafted by:

**BRIGGS AND MORGAN
Professional Association
2200 First National Bank Building
St. Paul, Minnesota 55101**

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of May, 2011, by and between the City of Maplewood, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Maplewood Senior Living, LLC, a Minnesota limited liability company (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.134, the City has formed Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1799, as amended, (hereinafter the "Tax Increment Act"), the City has created, within the Development District, Tax Increment Financing (Housing) District No. 1-10 (the "Tax Increment District") and adopted a tax increment financing plan, dated August 9, 2010, (the "Tax Increment Plan") therefor, which together with this Agreement provides for the use of tax increment financing derived from all development occurring within the Tax Increment District for the Project (as hereinafter defined) to be undertaken by the Developer; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project as hereinafter defined to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Maplewood, Minnesota;

City Development Agreement means the Development Agreement for The Shores Senior Housing Development Developer Project 10-11 Associated City Project 04-21 dated _____, 2011, as the same may be from time to time modified;

Compliance Certificate means the Compliance Certificate in substantially the form attached hereto as Exhibit D;

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Project and the Development Property and the plans (a) shall be as detailed as the plans, specifications drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) grading and drainage; and (8) landscape;

County means Ramsey County, Minnesota;

Developer means Maplewood Senior Living, LLC, its successors and assigns;

Development District means Development District No. 1, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property legally described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees or expenses incurred by the City in connection with the preparation of this Agreement and the establishment of the Tax Increment District;

Note Payment Date means August 1, 2013, and each August 1 and February 1 of each year thereafter to and including February 1, 2039; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the acquisition, construction and equipping of an approximately 105-unit senior housing facility consisting of approximately 32 memory care units and 73 assisted living units to be located on the Development Property;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

Special Assessments means those special assessments in the principal amount of \$2,200,000 for the public improvements described in Section 12 of the City Development Agreement;

State means the State of Minnesota;

Tax Increments means 90% of the tax increments derived from the Tax Increment District which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1799, as amended;

Tax Increment District means Tax Increment Financing (Housing) District No. 1-10 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on August 9, 2010;

Termination Date means the earlier of (i) February 1, 2039, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Tax Increment Revenue Note (Maplewood Senior Living, LLC Housing Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a copy of which is attached hereto as Exhibit B.

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of

reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Based on the representation of the Developer set forth in Section 3.4 below, the Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the Development Property and Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer' purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company, has power to enter into this Agreement and to perform its obligations hereunder and, by doing so, is not in violation of any provisions of its articles of organization, operating agreement or member control agreement, or the laws of the State.

(2) The Developer shall cause the Project to be installed in accordance with the terms of this Agreement, the Development Program, the City Development Agreement, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer the Project would not have been or be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner,

all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the balance of the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The construction of the Project shall commence no later than August 31, 2011 and barring Unavoidable Delays, the Project will be substantially completed by December 31, 2012 and the Project shall have an estimated market value as determined by Ramsey County for real estate tax purposes of \$10,000,000.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Project, Land Acquisition and Site Improvements. The parties agree that the acquisition of the Development Property and the Site Improvements to be constructed by the Developer are essential to the successful completion of the Project. The costs of the Development Property and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of \$2,200,000 or costs of the Development Property and the construction of Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.2 hereof. Within 30 days of a request from the City, the Developer shall pay all Legal and Administrative Expenses incurred by the City in connection with the preparation of this Agreement and the establishment of the Tax Increment District.

Section 3.2 Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for costs of the Development Property and the construction of Site Improvements and the Project through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Site Improvements has been completed and that the Developer has incurred and paid all costs of the Development Property and the construction of Site Improvements, as described in and limited by Section 3.1 and shall have submitted a settlement statement for the Development Property paid invoices for the costs of construction of the Site Improvements in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the date of issuance of the TIF Note, at 5.00% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months. The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments. The total amount of principal and interest paid by the City under the TIF Note shall not exceed the amount of Special Assessments and interest accruing on the unpaid Special Assessments paid by the Developer.

(3) The payment dates of the TIF Note shall be the Note Payment Dates. On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments received by the City during the preceding six months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(4) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of and interest on the TIF Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent

that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(5) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been suspended or rescinded pursuant to Section 4.2.

(6) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.3 Compliance with Low and Moderate Income Requirements.

(1) The City and the Developer understand and agree that the Tax Increment District will constitute a "housing district" under Section 469.174, Subd. 11 of the Tax Increment Act. Accordingly, in compliance with Section 469.1761, Subd. 3 of the Tax Increment Act, the Developer agrees that the Project must satisfy, or be treated as satisfying, the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Project (which is the only building receiving assistance from Tax Increments) may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(A) At least 20% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County median income; and

(B) The limits described in clause (A) must be satisfied commencing with the date on which at least 10% of the units in the Project are occupied and continuing through the Termination Date. Income for occupants of units described in clause (A) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(2) On or before each January 1 and July 1, commencing on July 1, 2013, the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate executed by the Developer covering the preceding six months together with written evidence satisfactory to the City of compliance with the covenants in this Section. This evidence must include a statement of the household income of each of qualifying renter, a written determination that each qualifying renter's household income falls within the qualifying limits of this Section (and Section 142(d) of the Internal Revenue Code), and certification that the income documentation is correct and accurate (and that the determination of qualification was made in compliance with Section 142(d) of the Internal Revenue Code). The City may review, upon request, all documentation supporting the Developer submissions and statements.

In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

Section 3.4 Prevailing Wage. The Developer shall pay prevailing wages for the portions of the Site Improvements described in Section 17 of the City Development Agreement.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement and the City Development Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement and the City Development Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due;
or

(D) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that

this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or cease to qualify as a "housing district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE V

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1 The Developer's Option to Terminate. This Agreement may be terminated by Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred and is continuing; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2 Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within thirty (30) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its right to terminate this Agreement due to such occurrence or event.

Section 5.3 Additional Right to Terminate. In addition to Developer's right to terminate this Agreement pursuant to Section 5.1 above, Developer shall have the right to terminate this Agreement at any time after completion of the Project by written notice to the City.

Section 5.4 Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2, or to make any further payments on the TIF Note.

ARTICLE VI

ADDITIONAL PROVISIONS

Section 6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as an elderly multifamily rental housing facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Maplewood Senior Living, LLC
720 Stillwater Road
Mahtomedi, MN 55115

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Maplewood, Minnesota
1830 East County Road B
Maplewood, MN 55109-2702

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

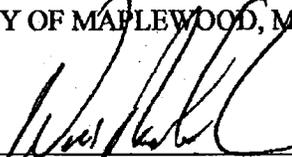
Section 6.7 Expiration. This Agreement shall expire on the Termination Date.

Section 6.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9 Assignment. The Developer shall not assign its interest in this Agreement or the TIF Note without the consent of the City pursuant to action by the City Council, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

CITY OF MAPLEWOOD, MINNESOTA

By 
Its Mayor

By 
Its City Manager

This is a signature page to the Development Agreement by and between the City of Maplewood and Maplewood Senior Living, LLC

MAPLEWOOD SENIOR LIVING, LLC

By *[Handwritten Signature]*

Its *Chief Manager*

This is a signature page to the Development Agreement by and between the City of Maplewood and Maplewood Senior Living, LLC

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Legal Description

That part of Government Lot 2, Section 16, Township 29, Range 22, Ramsey County, Minnesota, which lies southerly of Frost Avenue as described in Document No. 1999021, westerly of Frost Avenue Connection as described in Document No. 1999021, northeasterly of a line described as commencing at the center of said Section 16; thence South 89 degrees 32 minutes 38 seconds West, assumed bearing, along the North line of said Government Lot 2, 1130.00 feet to the point of beginning; thence South 27 degrees 23 minutes 03 seconds East, 1121.18 feet to an angle in the North line of said East Shore Drive, said angle point being 658.56 feet westerly of the East line of said Government Lot 2 as measured along the North line of East Shore Drive, and said line there terminating, and northerly of a line and its easterly and westerly extension described as commencing at the center of said Section 16; thence South 89 degrees 32 minutes 38 seconds West, assumed bearing, along the North line of said Government Lot 2, a distance of 1130.00 feet; thence South 27 degrees 23 minutes 03 seconds East, a distance of 559.98 feet to the point of beginning; thence South 89 degrees 39 minutes 46 seconds East, a distance of 328.53 feet to the west line of Frost Avenue Connection as described in Document No. 1999021 and there terminating.

To be platted as Lot 1, Block 1, The Shores.

ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE, is made and entered into as of the 6th day of September, 2011, by and among the **CITY OF MAPLEWOOD**, a Minnesota municipal corporation ("City"), **MAPLEWOOD SENIOR LIVING, LLC**, a Minnesota limited liability company ("Developer"), and **WINGS FINANCIAL CREDIT UNION** ("Lender").

WITNESSETH:

WHEREAS, City and Developer entered into or will enter into that certain Development Agreement dated as of May 24, 2011 (the "Development Agreement"), pertaining to the development of not less than a 105 unit senior housing project consisting of approximately 32 memory care units and 73 assisted living units known as The Shores at Lake Phalen, located in the City, legally described on Exhibit A attached hereto and hereby made a part hereof ("Project"), a copy of the Development Agreement is attached hereto as Exhibit B; and

WHEREAS, pursuant to the Development Agreement, City will execute and deliver to Developer that certain Tax Increment Financing Note (the "TIF Note") in accordance with the terms of the Development Agreement and compliance by the Developer with the terms and conditions of the Development Agreement; and

WHEREAS, Developer and Lender have entered into or will enter into that certain Construction Loan Agreement (the "Loan Agreement") for the purpose of funding a loan to be made by Lender to Developer to finance the acquisition of the real property upon which the Project will be located and construction of the Project; and

WHEREAS, Lender has required, as an express condition to extending the loan pursuant to the terms of the Loan Agreement, that Developer assign all of its rights under the Development Agreement and the TIF Note to Lender to secure the obligations of Developer under the Loan Agreement and that the City consent to such assignment.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Developer hereby assigns to Lender all of its right, title and interest under and pursuant to the Development Agreement and the TIF Note to secure Developer's obligations under the terms of the Loan Agreement and the documents related thereto. To perfect Lender's security interest in the TIF Note, Developer shall endorse and deliver the TIF Note, when issued, to Lender to be held pursuant to the terms of this Assignment
2. Developer hereby represents and warrants that there have been no prior assignments of the Development Agreement or the TIF Note, that the Development Agreement and the TIF Note are valid and enforceable agreements and that neither the City nor Developer is

in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. Developer agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement or the TIF Note as long as this Assignment is in effect. Developer hereby irrevocably constitutes and appoints Lender as its attorney-in-fact to demand, receive and enforce Developer's rights with respect to the Development Agreement or the TIF Note for and on behalf of and in the name of Developer or, at the option of Lender, in the name of the Lender, with the same force and effect as Developer could do if this Assignment had not been made.

3. This Assignment shall constitute a perfected, absolute and present assignment, provided that Lender shall have no right under this Assignment to enforce the provisions of the Development Agreement or the TIF Note, or to collect any funds payable to Developer pursuant to the TIF Note, or to exercise any rights or remedies under this Assignment until a default or event of default under the Loan Agreement or any other documents related thereto shall occur or be continuing. Developer hereby indemnifies and holds the City harmless from and against any claims or liabilities arising or purporting to arise from the City acting at the direction of Lender as provided herein.
4. Upon the occurrence of a default or event of default under the Loan Agreement or any other documents related thereto, Lender may (but without obligation), without affecting any of its rights or remedies against Developer under any other instrument, document or agreement, exercise its rights under this Assignment as Developer's attorney-in-fact in any manner permitted by law and in addition Lender shall have the right to exercise and enforce any and all rights and remedies available after default to a secured party under the Uniform Commercial Code as adopted in the State of Minnesota. If notice to Developer of any intended disposition of collateral or of any intended action as required by law in any particular instance, such notice shall be deemed commercially reasonable if given at least ten (10) days prior to the intended disposition or other action.
5. The City hereby consents and agrees to the terms and conditions of this Assignment; provided, however, this consent shall not limit any of the City's rights or remedies under the Development Agreement. The City further represents and warrants to Lender that (i) the Development Agreement is a valid and enforceable agreement of the City and that, as of the date hereof, the City has not declared an Event of Default or provided a notice of default to the Developer under the Development Agreement, and (ii) by proper action, the City Council has authorized the assignment of the Development Agreement as provided herein.
6. The City and Developer agree that no change or amendment shall be made to the terms of the Development Agreement or the TIF Note without the prior written consent of Lender.
7. The City agrees that: (i) if the City declares an Event of Default under the Development Agreement, the City will provide Lender with written notice of any such Event of Default (the "Notice"); (ii) Lender shall have the right, but not the obligation, to cure such Event of Default within the time periods permitted under the Development Agreement; and (iii)

if Lender timely cures said default or breach, the City will not exercise any remedies under the Development Agreement as a result of said Event of Default.

8. This Assignment can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Lender. A waiver by Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies hereunder. All rights and remedies of Lender shall be cumulative and shall be exercised singularly or concurrently, at Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.
9. Lender hereby acknowledges that the TIF Note, when issued, will be a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced therein. Neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of or interest on the TIF Note and no property or other assets of the City, except the Tax Increments (as defined in therein) is or will be a source of payment of the City's obligations under the TIF Note.
10. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

[signature pages follow]

EXHIBIT A
LEGAL DESCRIPTION

Lot 1, Block 1, Shores of Maplewood, Ramsey County, Minnesota.

Abstract property

EXHIBIT B

FORM OF TIF NOTE

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF KANABEC
CITY OF MAPLEWOOD

**TAX INCREMENT REVENUE NOTE
(MAPLEWOOD SENIOR LIVING, LLC HOUSING PROJECT)**

The City of Maplewood, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Maplewood Senior Living, LLC, or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$2,200,000 as provided in that certain Development Agreement, dated as of May __, 2011, as the same may be amended from time to time (the "Development Agreement"), by and between the City and Maplewood Senior Living, LLC. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple, non-compounding interest at a rate of five and no hundredths percent (5.00%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months. The total amount of principal and interest paid by the City under the TIF Note shall not exceed the amount of Special Assessments and interest accruing on the unpaid Special Assessments paid by the Developer.

The amounts due under this Note shall be payable on August 1, 2013, and on each August 1 and February 1 thereafter to and including February 1, 2039, or, if the first should not be a Business Day (as defined in the Development Agreement) the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 90% of the tax increments (the "Tax Increments") from the City's Tax Increment Financing (Housing) District No. 1-10 (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes,

Sections 469.174 through 469.1799, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the termination of the Tax Increment District, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable, without interest accruing thereon in the meantime, if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Maplewood, Minnesota, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

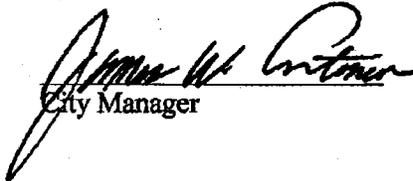
This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

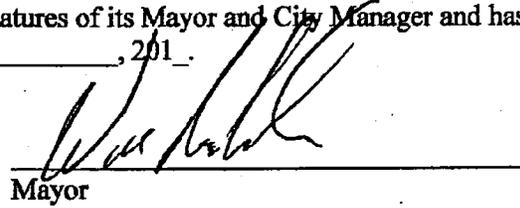
IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date

hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, statutory or charter limitation thereon.

IN WITNESS WHEREOF, City of Maplewood, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Manager and has caused this Note to be issued on and dated _____, 201_.



City Manager



Mayor

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on _____, 201__, was on said date registered in the name of Maplewood Senior Living, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNERS</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY MANAGER</u>
Maplewood Senior Living, LLC _____ _____	_____, 201__	_____

EXHIBIT C

SITE IMPROVEMENTS

Landscaping, including irrigation
Foundations and Footings
Grading/earthwork
Engineering
Survey
Environmental Testing
Soil Borings
Site Preparation
Onsite Utilities
Storm Water/Ponding
Outdoor Lighting
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Parking Facilities

EXHIBIT D

COMPLIANCE CERTIFICATE

The undersigned Maplewood Senior Living, LLC, does hereby certify that as of the date of this Certificate not less than 20% of the residential units in the Maplewood Senior Living, LLC Housing Project located at _____ in Maplewood, Minnesota (the "Project") are occupied by individuals whose income is 50% or less of the Ramsey County median income.

Dated this ____ day of _____, 201__.

MAPLEWOOD SENIOR LIVING, LLC

By _____

Its _____

[Attach household income verification required by Section 3.3.]

AGENDA REPORT

To: James Antonen, City Manager
From: Michael Thompson, Director of Public Works/City Engineer
Steve Love, Assistant City Engineer
Subject: **Approval of Purchase of a Pump and Control Panel for the Lark Avenue Area Stormwater Lift Station, July 16th Storm Clean-Up, City Project 11-19**
Date: November 1, 2012

INTRODUCTION

The council will consider authorizing the purchase of a pump and lift station control panel to be installed in the Lark Avenue Lift Station. This purchase will allow the city to complete improvements required as part of the settlement of litigation regarding 1665 and 1673 Lark Avenue.

BACKGROUND

On August 8, 2012, the Council approved a settlement agreement with the property owners. The City Engineer has completed plans to make the drainage improvements required in the settlement agreement.

The City currently has nine lift stations and has Hydromatic pumps with SJE-Rhombus Control Panels in six of these locations. The City is making efforts towards standardizing the storm water and sanitary lift station components so that operation of the pumps and control panels is more efficient and cost effective. The two primary functional components of the lift stations are the pump and the control panel. Staff has reviewed the functionality, performance and price of pump and control panel options for this project and have determined that the most effective approach for this system is a Hydromatic pump with a control panel manufactured by SJE-Rhombus. This approach will allow the City to stay with the same pump and control panel system in place in the majority of the existing lift station, which ultimately allows the City to be more responsive and efficient with maintenance and/or replacement needs.

A letter from Pentair Flow Technologies is attached which indicates that the Hydromatic pump component is only available through W.W. Goetsch & Associates in the State of Minnesota. A letter from SJE-Rhombus is attached which indicates that the control panel component is available through W.W. Goetsch & Associates at special pricing that is not available to other distributors in Minnesota and Wisconsin.

One quotation was received from W.W. Goetsch for the pump and control panel as they are the sole authorized distributor of Hydromatic pumps and are able to distribute the control panel at special pricing. The quotation from W.W. Goetsch for the pump and control panel is \$30,919.00.

BUDGET IMPACT

The quotation from W.W. Goetsch for the pump and control panel of \$30,919.00 would be funded through the Environmental Utility Fund.

RECOMMENDATION

It is recommended that the council authorize the Public Works Department to purchase the pump and control panel for an amount not to exceed \$30,919.00 from W.W. Goetsch to complete the required storm sewer improvements. It is further recommended to authorize the finance manager to make the necessary transfers and budget adjustments.

Attachments:

1. Map
2. Letter to SEH – Minnesota sole authorized distributor
3. Letter to W.W. Goetsch Associates – Minnesota Preferred Distributor



740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

October 31, 2012

Michael Ostendorf
Project Engineer
SEH
3535 Vadnais Center Drive
St. Paul, MN 55110

Subject: Hydromatic Distribution

Dear Mr. Ostendorf

This letter is to advise you that W.W. Goetsch & Associates located at 5250 W. 74th St. Minneapolis, MN are the sole authorized distributor for the municipal market in the State of Minnesota.

This agreement gives them the sole right to promote and sell Hydromatic Engineered Products for the municipal market in the State of Minnesota. In addition, W.W. Goetsch & Associates is the authorized factory warranty and repair center for this area.

Please direct any inquires or orders to W.W. Goetsch & Associates.

Sincerely,

A handwritten signature in blue ink that reads "Anthony R. Capponi".

Anthony R. Capponi
Channel Manager
Pentair Flow Technologies



November 1, 2012

Bryan Goehring
W. W. Goetsch Associates

Dear Bryan,

This letter is to confirm that W. W. Goetsch Associates is an SJE/Rhombus Preferred Engineered Distributor for Minnesota and Wisconsin.

SJE/Rhombus may prepare quotations for and sell products to other Engineered and Wholesale Distributors in the same region that W. W. Goetsch represents. However, the special pricing that W. W. Goetsch has qualified for due to their purchasing volume would not be reflected to others.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Martin Grabarkewitz', is written over a blue circular scribble.

Martin Grabarkewitz
Senior Applications/Sales Engineer
SJE/Rhombus

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Love, Assistant City Engineer
SUBJECT: **Venner Plaza Shoppes at 1987 County Road D**
A. Approval of Venner Retail's Development Agreement
B. Approval of Venner Retail's Storm Water Maintenance Agreement
DATE: November, 5, 2012

INTRODUCTION

The development agreement for the Venner Plaza Shoppes at 1987 County Road D is complete and ready for approval from the City Council. The council will also consider the approval of a storm water maintenance agreement with WBA 1200, LLC, for the Venner Plaza Shoppes at 1987 County Road D for the maintenance of an underground infiltration system constructed as part of retail development. The Venner Plaza Shoppes is located at the northeast corner of the intersection of White Bear Avenue and County Road D.

DISCUSSION

On March 26, 2012, the City Council approved the plans and building setback variance for the Venner Plaza Shoppes at 1987 County Road D to construct a new retail building located on a parcel of land at the northeast corner of the intersection of White Bear Avenue and County Road D. A development agreement is necessary to insure that the conditions for approval are met. The improvements include a new building and parking lot with an associated underground infiltration system for storm water treatment. Attached are the development agreement and the maintenance agreement. The development agreement provides security in the form of a letter of credit for the completion of the public improvements, parking lot grading, and final stabilization.

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 catch basin to the southwest.

BUDGET

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

RECOMMENDATION

It is recommended that the City Council approve the attached Development Agreement with WBA 1200, LLC for the Venner Plaza Shoppes at 1987 County Road D, as approved on March 26, 2012, and authorize the Mayor and City Manager to execute the agreement signifying City Council approval.

It is further recommended that the City Council authorize the Mayor and City Manager to enter into the attached agreement with WBA 1200, LLC 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 development and maintenance agreements.

Attachments:

1. Developers Agreement
2. Storm Water Maintenance Agreement

CITY OF MAPLEWOOD
Ramsey County, Minnesota
Development Agreement for
Venner Plaza Shoppes at 1987 County Road D, Maplewood Minnesota 55109
City Project 11-29

THIS AGREEMENT, made this ____ day of _____, 20____, between the City of Maplewood, a Minnesota municipal corporation, acting by and through its mayor and city manager, herein called the "CITY" and WBA 1200, LLC, a Limited Liability Corporation under the laws of the State of Minnesota, herein called the "DEVELOPER".

IN CONSIDERATION of the following mutual agreements and covenants, the parties hereby agree as follows:

1. The DEVELOPER warrants that it is the owner of the property 1987 County Road D East proposed for the construction of the Venner Plaza Shoppes Improvements and maintains all rights and obligations necessary to construct the said improvements and to incur any property obligations for said identified lots legally described as follows:

THE WESTERLY 250.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 30, RANGE 22, RAMSEY COUNTY, MINNESOTA, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD D AND LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 694 AND LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF WHITE BEAR AVENUE, AS DESCRIBED IN NOTICE OF LIS PENDENS, FILED AS DOCUMENT NO. 1676468, ACCORDING TO THE GOVERNMENT SURVEY THEREOF.

2. All internal improvements to the site known as Venner Plaza Shoppes constructed by the DEVELOPER shall be considered private utilities and/or improvements and shall be maintained by the DEVELOPER or its assignee(s). Private utilities and/or improvements are defined as those improvements not part of the PUBLIC IMPROVEMENTS are herein defined throughout this agreement as the "PRIVATE IMPROVEMENTS."
3. The DEVELOPER agrees to furnish engineering, architectural and administrative services

for the PRIVATE IMPROVEMENTS at its sole cost. The DEVELOPER also agrees to construct the PRIVATE IMPROVEMENTS at its sole cost.

4. The DEVELOPER shall provide a minimum 5-foot wide concrete sidewalk along the north side of County Road D fronting the property. The sidewalk shall be parallel to the existing northern curb line of County Road D and set back from the back of curb a minimum of 3 feet and landscaped per City approved plans for this property.
5. The CITY shall construct, as part of a public improvement City Project 08-13, a watermain extension that generally runs east-west along the southern portion of Developer property. The improvements associated with the County Road D watermain extension are herein defined throughout this agreement as the "PUBLIC IMPROVEMENTS." Said Public Improvements will include a 6" DIP service stub extension off of the watermain to DEVELOPER Property.
6. The DEVELOPER agrees to dedicate the necessary right-of-way and/or easements for the PUBLIC IMPROVEMENTS and reflect said easements on the Certificate of Survey for the property. This dedication shall be provided at no cost to the CITY and shall accommodate the Public Improvements as follows:
 - a. A 30-foot wide drainage and utility easement commencing from south property line to the north adjacent to the west property line.
 - b. A 10-foot wide drainage and utility easement commencing from west property line to the east adjacent to the south property line.
7. The CITY agrees that all setback requirements set forth in the CITY code applied to this property are relative to the property line and not easement lines
8. The DEVELOPER shall pay to the CITY an engineering escrow of \$10,000.00. This amount will be utilized for the engineering review and inspection of Developer Project.
9. The DEVELOPER agrees to pay the CITY cash payment for the cost that the Developer

would have otherwise incurred for cutting into County Rd D to connect to the existing watermain and extending a 6" water service, and restoring all pavement and associated infrastructure.

10. DEVELOPER agrees to post surety in the form of cash escrow to the CITY for completing said water service extension work estimated at \$40,000.00 based on an estimated construction cost and overhead. Said cash escrow shall be effective or remain on deposit with the CITY until final costs are tabulated. If additional costs are warranted developer agrees to pay, however if costs are lower, the city agrees to return unused cash escrow within fifteen days after the date that final costs are tabulated.
11. The DEVELOPER agrees to post surety in the form of a cash escrow or other security acceptable to the CITY for completion of the PRIVATE IMPROVEMENTS valued at \$5,000. This surety is intended to cover sediment and erosion control and minimal site restoration in compliance with NPDES guidelines. Said cash escrow shall be effective or remain on deposit with the CITY until the date that the Certificate of Occupancy is issued to the DEVELOPER.
12. The CITY shall furnish to the developer as-built information for the PUBLIC IMPROVEMENTS.
13. The DEVELOPER agrees to enter into a maintenance agreement with the CITY for stormwater treatment Best Management Practices (BMP's). This agreement confirms the obligations of the DEVELOPER for the ongoing maintenance requirements. The agreement would also allow the CITY and the Ramsey-Washington Metro Watershed District access to inspect said stormwater treatment BMP's.
14. The DEVELOPER agrees to install and maintain all required erosion control practices necessary for construction and work done by the DEVELOPER for the project, including but not limited to silt fence, inlet protection, and rock construction entrances.

15. The DEVELOPER agrees that all payments to the CITY from the DEVELOPER called for under the terms of this contract and City ordinance shall be made within 30 days of billing. Payments not made within this time period shall be obtained through the guarantees provided in this contract.
16. The DEVELOPER agrees that its work shall be done and performed in the best and most workmanlike manner; and all materials and labor shall be in strict conformity with respect to the approved Plans and Specifications and improvement standards of the City of Maplewood, and shall be subject to the inspection and approval of the CITY or a duly authorized engineer of the CITY. In the case any work supplied shall be rejected by the CITY or engineer as defective or unsuitable, then such rejected work shall be removed and replaced with approved work to the satisfaction and approval of the CITY or engineer and at the sole cost and expense of the DEVELOPER.
17. It is further agreed, anything to the contrary herein notwithstanding, that the City of Maplewood City Council and its agents or employees shall not be personally liable or responsible in any manner to the DEVELOPER, the DEVELOPER's contractor or subcontractor, material suppliers, laborers or to any other person or persons whomsoever, for any claim demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the performance and completion of the private work or the improvements provided herein to be completed by the DEVELOPER, which the DEVELOPER will save the CITY harmless from all such claims, demands, damages, actions or causes of action or the costs disbursements and expenses of defending the same, specifically including, without intending to limit the categories of said costs, cost and expenses for CITY administrative time and labor, costs of consulting engineering services, and costs of legal services rendered in connection with the defending

such claims as may be brought against the CITY. It is further agreed that the DEVELOPER will furnish the City of Maplewood proof of insurance in the amount as required by the approval specifications covering any public liability or property damage by reason of the operation of the DEVELOPER's equipment, laborers, and hazard caused by said improvement.

18. Breach of any terms of this agreement by the DEVELOPER shall be grounds for denial of building or occupancy permits for buildings until the DEVELOPER corrects such breach.
19. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
20. The terms and conditions of this agreement shall be binding on the parties hereto, their respective successors and assigns and the benefits and burdens shall run with the land and may be recorded against the title to the property.
21. Notices. Whenever it shall be required or permitted by this Agreement that notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail or by a nationally recognized overnight courier service, such as Federal Express. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows, until written notice of such address has been given:

SPECIAL CONDITIONS

City Project

CITY OF MAPLEWOOD

1. Property Information:
 - a. Development Name: Venner Plaza Shoppes
 - b. Developer: 1200 WBA, LLC
 - c. Engineer/Architect: DJR Architecture, Inc.
 - d. General Contractor for Private Development:
 - e. Financial Guarantees:
 - 1) Type: Cash (Engineering/Legal/Administrative)
Amount: \$10,000
 - 2) Type: Letter of Credit or Cash Surety for Public Improvements
Amount: \$40,000
Due: Prior to Issue of grading permit.
 - 3) Type: Letter of Credit or Cash Surety for Private Improvements
Amount: 125% of the value of parking lot grading and final stabilization work.
Due: Prior to issuance of grading permit.

STORM WATER BEST MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

This maintenance agreement is made this _____ day of _____ 2012, by and between WBA 1200 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 _____.

WHEREAS, WBA 1200 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 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. 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'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 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: _____

WBA 1200 LLC

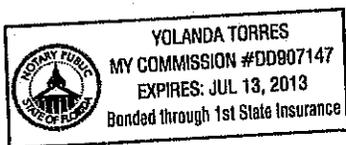
By: 
Hector R. Vinas

Its: Chief Manager

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10 day of
October, 2012 by Hector R Vinas, its chief Manager
for WBA 1200 LLC.


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

That part of the Southeast Quarter of the Southwest Quarter of Section 35, Township 30, Range 22, Ramsey County, Minnesota, lying north of the north right-of-way line of County Road D and lying southerly of the southerly right-of-way line of Interstate Highway No. 694 and lying easterly of the easterly right-of-way line of White Bear Avenue, as described in notice of lis pendens, filed as document no. 1676468, according to the Government Survey thereof.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Director of Public Works/City Engineer
Jon Jarosch, Staff Engineer
SUBJECT: **Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, Bartelmy-Meyer Area Street Improvements, City Project 11-14**
DATE: November 5, 2012

INTRODUCTION

The City Council will consider approving the attached resolution directing the modification of the existing construction contract for the Bartelmy-Meyer Area Street Improvements, City Project 11-14.

BACKGROUND

On May 14, 2012, the council awarded T.A. Schifsky and Sons, Inc. a construction contract for grading, aggregate base, bituminous surfacing, concrete curb and gutter, concrete sidewalk, bituminous trail, storm sewer, and utility improvements in the amount of \$2,879,389.33. There have been no change orders to the contract to date.

DISCUSSION

The modifications include storm sewer adjustments, construction signage, sanitary sewer service repairs, and a rain garden soil revision. These modifications result in an increase to the overall construction contract.

Magellan Pipeline Conflicts (Addition)

During construction, it was discovered that the Magellan Pipeline on Bartelmy Lane, approximately 400 feet south of Stillwater Road, was located under the proposed concrete storm sewer structures and pipes. Magellan would not allow concrete storm structures to be placed over their pipeline necessitating a change from concrete to High Density Polyethylene (HDPE) structures and pipes. The work order received for this work included the HDPE structures and pipe.

Storm Sewer Modification (Addition)

Modifications were made to the storm sewer system based on changes in field conditions during construction. The work orders received for this work included additional crew time needed to complete the modifications.

Construction Signs (Addition)

During the construction of the project, city staff and the design consultant determined the need for additional temporary street signs throughout the project area to guide motorists safely through the site. The work order received for this work included equipment, labor, and materials necessary to place the temporary signs.

Raingarden Soil Revision (Addition)

As raingardens were being constructed on the project, the Ramsey-Washington Metro Watershed District’s design consultant determined the need to revise the specified planting soil. The work order received for this work included equipment, labor, and materials necessary to mix additional mulch material into the already placed soil. This work was requested by the watershed district and will be reimbursed by the watershed district.

Sanitary Sewer Service Repairs (Addition)

During construction of the watermain and storm sewer on the project it was discovered that two existing sanitary sewer services needed repairs. The work order received for this work included equipment, labor, and materials necessary to repair the services.

The change order costs are summarized below:

Change Order #1	Unit	Quantity	Amount
1 Magellan Pipeline Conflicts	LS	1	\$ 17,659.25
2 Storm Sewer Modifications	LS	1	\$ 4,430.52
3 Construction Signs	LS	1	\$ 866.25
4 Raingarden Soil Revision	LS	1	\$ 12,804.00
5 Sanitary Sewer Service Repairs	LS	1	\$ 1,508.18
Total Change Order No. 1			\$ 37,268.20

BUDGET

Approval of Change Order No. 1 will increase the project construction contract amount by \$37,268.20 from \$2,879,389.33 to \$2,916,657.53. No adjustments to the approved budget are needed at this time.

RECOMMENDATION

Staff recommends that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, for the Bartelmy-Meyer Area Street Improvements, City Project 11-14.

Attachments:

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

**RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 11-14, CHANGE ORDER NO. 1**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 11-14, Bartelmy-Meyer Area Street Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 11-14, Change Order No. 1.

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

1. The Mayor and City Engineer are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$37,268.20.

The revised contract amount is \$2,916,657.53.

Adopted by the Maplewood City Council on this 15th day of November 2012.

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

PROJECT NAME: Bartelmy-Meyer Area Street Improvements
PROJECT NO: City Project 11-14
CONTRACTOR: T.A. Schifsky and Sons, Inc.
CHANGE ORDER NO.: One (1)
DATE: November 5, 2012

The following changes shall be made in the contract documents:

ADD BID SCHEDULE CO #1 – CHANGE ORDER NO. 1

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	Magellan Pipeline Conflicts	LS	1	\$17,659.25	\$17,659.25
2	Storm Sewer Modifications	LS	1	\$4,430.52	\$4,430.52
3	Construction Signs	LS	1	\$866.25	\$866.25
4	Raingarden Soil Revision	LS	1	\$12,804.00	\$12,804.00
5	Sanitary Sewer Service Repairs	LS	1	\$1,508.18	\$1,508.18

TOTAL SCHEDULE CO #1 **\$37,268.20**

TOTAL NET CHANGE ORDER NO. 1 **\$37,268.20**

CONTRACT STATUS:

Original Contract: **\$2,879,389.33**
Net Change of Prior Change: **\$0.00**
Change this Change Order: **\$37,268.20**
Revised Contract: **\$2,916,657.53**

Recommended By: Kimley-Horn and Associates, Inc.

By: _____ Date: _____

Agreed to By: T.A. Schifsky and Sons, Inc.

By: _____ Date: _____

Approved By: City of Maplewood

By: _____ Date: _____

Mayor

By: _____ Date: _____

City Engineer

AGENDA REPORT

To: City Manager James Antonen
From: Molly Wellens, RS, Health Officer
Subject: **Approval to Accept FDA Grant**
Date: November 5, 2012

Introduction

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

Background

The Environmental Health Program has the opportunity to continue its' work as an active participant in the Retail Program Standards initiative. The grant cycle is effective from now until July 2013.

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

- Continue to promote and advance the City of Maplewood's Environmental Health Program through the use of the Retail Program Standards
- Create an inspection form that quantifies the compliance status of foodborne illness risk factors (ie—IN, OUT, NA, NO appropriately).
- Provide educational outreach that will increase awareness of foodborne illness risk factors and control methods to prevent foodborne illness (ie—newsletter, food worker training, youth education).

The City will receive \$2500 upon completing the above tasks of creating an inspection form and providing educational outreach.

A copy of the Grant Agreement is attached.

Budget Impact

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

Recommendation

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

Attachment

FDA Grant supplemental information

INTRODUCTION

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

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

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

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

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

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

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

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

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

PURPOSE

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

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

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

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

SCOPE

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

NEW DEVELOPMENTS

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

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

IMPACT ON PROGRAM RESOURCES

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

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

Information found at:

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

AGENDA REPORT

TO: James Antonen, City Manager
 FROM: Shann Finwall, AICP, Environmental Planner and Chris Swanson, Sustainability Intern
 SUBJECT: **Fall Clean-Up Event Summary**
 DATE: November 6, 2012 for the November 15 City Council Meeting

INTRODUCTION

The Fall Clean-Up Event was held on Saturday, October 13, 2012, at Aldrich Arena. This memorandum summarizes the event.

DISCUSSION

Clean Up Comparisons

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

Attendance and # of Items Collected	Year					
	2010		2011		2012	
	Spring	Fall	Spring	Fall	Spring	Fall
Attendance (# of vehicles)	382	341	276	289	260	266
Garbage	22.56 tons	14.73 tons	9.64 tons	13.76 tons	12.5 tons	5.94 tons
Demo/Construction	15.41 tons	9.32 tons	12.06 tons	12.56 tons	31.19 tons	28.75 tons
Appliances (#)	136	119	83	64	74	64
Tires (# at event)	68	44	17	23	32	17
Tires (# from illegal dumping and city vehicles)	224	198	202	297	182	192
Electronic Waste	14,868 lbs	15,946 lbs	12,007 lbs	10,608 lbs	12,398 lbs	6,287 lbs
Mattresses Recycled (#)	N/A	61	60	61	41	65
Furniture Collected for Reuse	6,750 lbs	11,000 lbs	11,000 lbs	6,750 lbs	9,000 lbs	6,000lbs
Carpet Recycled	N/A	N/A	N/A	N/A	800 lbs	4,750 lbs
Bicycles Collected for Reuse	700 lbs 29 bikes	2,000 lbs 76 bikes	1,500 lbs 60 bikes	1,300 lbs 53 bikes	1,250 lbs 54 bikes	1,600 lbs 64 Bikes
Food/Donations Collected for Second Harvest Heartland	70 lbs \$44	94 lbs \$55	33 lbs	46 lbs \$15	22 lbs	76 lbs/ \$30

New Items Collected

The City worked with a new hauler this year, Keith Krupenny and Sons Disposal. In addition to the items collected above, Krupenny also collected 10,700 pounds of concrete, landscape rock, and dirt.

The City also worked with two new re-use vendors. ReSeat, a Recycling Association of Minnesota program, collected six children's car seats. Dave Schroeder, a local mechanic, collected 1,000 pounds of re-usable small engine parts. A majority of the items collected are recycled or reused, with the garbage and portions of the nonrecyclable components of appliances, etc., disposed properly.

Volunteers and Staff

Acknowledgement of volunteer efforts who donated their time and resources to the Fall Clean Up: Oliver Liu, Steve Kummer, and Environmental and Natural Resources Commissioner Dale Trippler who volunteered during the event; John and Ann Gutteter, owners of Papa Murphy's Pizza (2303 White Bear Avenue), who donated pizzas for the staff and volunteers for lunch and offered one-half off pizza coupons to participants of the event.

Acknowledgement of Maplewood staff who worked during the event: Joseph Tschida and the Maplewood Police Reserves for assisting during the Fall Clean Up with layout and traffic control and the four Public Work's crew members who assisted with the clean up.

2013 Spring Clean Up

The 2013 Spring Clean Up is tentatively scheduled for April 20, 2013, at Aldrich Arena.

SUMMARY

No action is required on this item.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Public Works Director
 Steven Love, Assistant City Engineer
SUBJECT: **Approve Resolution Adopting 2013 Assessment Rates, Public Works Permit Fees, and Park Availability Charges**
DATE: November 2, 2012

INTRODUCTION

The city council will consider approving the attached resolution adopting the 2013 assessment rates, permit fees, and park availability charges (PAC).

BACKGROUND / DISCUSSION

Each year the Public Works Department analyzes rates and makes a recommendation to the council on adjustments. The majority of 2013 rates are recommended to remain consistent with 2012 levels with the exception of a 3% increase to SAC and WAC charges.

It is recommended to keep the Public Works permit fees and the street improvement rates at the 2012 levels. It is further recommend that there will be no increase to the park availability charge (PAC) according to the Parks and Recreation Director.

The standard sanitary availability charge (SAC) and water availability charge (WAC) fees paid upon new sanitary sewer and water service connections or as part of development/redevelopment are proposed at \$2,435 and \$280, respectively, roughly a 3% increase for both. The SAC charge is set and regulated by Metropolitan Council Environmental Services (MCES). Upon a new sewer connection or as part of development/redevelopment, a fee is collected by the city which is then distributed to MCES. This year the Local SAC charge is proposed to remain at 2012 levels of \$130.

The proposed 2013 Public Works permit fees, assessments, and PAC charges can be found below and in the attachments. It is recommended that the 2013 rates take effect on January 1, 2013. In addition, it is recommended that these fees continue to be reviewed annually with a recommendation brought before the city council for consideration.

<u>Street Improvement Assessments</u>	<u>2012</u>	<u>2013</u>
1. Complete street reconstruction:	\$6600	\$6600
2. Partial reconstruction/unit:	\$4950	\$4950
3. Bituminous surface replacement/unit:	\$3450	\$3450
4. Mill & overlay/unit:	\$2450	\$2450

(Note: Actual assessment rates are set through benefit appraisals)

<u>Other Improvement Rates</u>	<u>2012</u>	<u>2013</u>
5. Storm drainage/unit:	\$1090	\$1090
6. Cash connect charge - water:	\$4240	\$4240

7. Water service w/new main construction:	\$1530	\$1530
8. Water service w/tap to existing main:	\$1900	\$1900
9. Cash connect charge - sewer:	\$4240	\$4240
10. Sewer service w/new main construction	\$1530	\$1530
11. Sewer service w/tap to existing main:	\$2880	\$2880

Public Works Permit Fees

See attached fee lists

Park Availability Charge (PAC)

	<u>2012</u>	<u>2013</u>
1. Single Family Dwelling	\$3540	\$3540
2. Duplex	\$5620	\$5620
3. Townhome	\$2810	\$2810
4. Apartments (3-4 Units)	\$2810	\$2810
5. Apartments (5+ Units)	\$1980	\$1980
6. Mobile Homes	\$2600	\$2600
7. Senior Citizen Apartment (1BR UNIT)	\$1140	\$1140
8. Senior Citizen Apartment (2BR UNIT)	\$2080	\$2080
9. Commercial Properties	9% of market value of property	

RECOMMENDATION

It is recommended that the city council approve the attached Resolution for Adoption of the 2013 Assessment Rates, Public Works Permit Fees, and Park Availability Charges.

Attachments:

1. Resolution
2. Public Works 2013 Permit Fee Schedule
3. SAC WAC PAC Fee Schedule

RESOLUTION
ADOPTION OF THE 2013 ASSESSMENT RATES, PUBLIC WORKS PERMIT FEES,
AND PARK AVAILABILITY CHARGES

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

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

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

1. The proposed assessment and improvement rates hereby attached shall become effective beginning January 1, 2013. Furthermore the special assessment rates shall be officially established through a benefit appraisal analysis.
2. The updated public works fees are approved for all related permit applications received on or after January 1, 2013.
3. The park availability charge (which has not changed from 2012) shall be effective beginning January 1, 2013.
4. The rates attached will be reviewed by staff on an annual basis with recommendations for revision brought to the city council for consideration.

Public Works Permit Fees - 2013

Date of Revision: 10/26/2012, MWT

	2011	2012	2013
<u>Sewer Service Connection Permit</u>			
Residential:	\$98.00	\$100.00	\$100.00
Multi-Family/Commercial/Industrial:	\$113.00	\$115.00	\$115.00
Repair:	\$37.00	\$38.00	\$38.00

Private Storm Sewer and Utility Main Permit

Storm:			
Private Storm Sewer Main Base Fee:	\$110.00	\$112.00	\$112.00
Connections to existing system, (public):	\$62.00	\$63.00	\$63.00
Connections to existing system, (private):	\$27.00	\$28.00	\$28.00
New Storm Structures, (public):	\$62.00	\$63.00	\$63.00
New Storm Structures, (private):	\$15.00	\$15.00	\$15.00
Open Cut of Public Street:	\$62.00	\$63.00	\$63.00
Sanitary:			
Private Sanitary Sewer Main Base Fee:	\$110.00	\$112.00	\$112.00
Connections to existing system, (public):	\$62.00	\$63.00	\$63.00
Connections to existing system, (private):	\$52.00	\$53.00	\$53.00
New Sanitary Structures, (public):	\$62.00	\$63.00	\$63.00
New Sanitary Structures, (private):	\$52.00	\$53.00	\$53.00
Open Cut of Public Street*:	\$62.00	\$63.00	\$63.00
Private Individual Septic Systems**	-	-	\$2,000.00

* Upon adoption of ROW Ordinance and associated fee schedule, this charge will be discontinued

** Subject to review at time of application for new or replacement private individual septic system

Driveway Construction Permit

Permit:	\$26.00	\$27.00	\$27.00
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Commercial Parking Lot Paving Permit

Permit:	\$100.00	\$102.00	\$102.00
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\$102.00 Base Fee for 0-50,000 SF

50,000 SF and Greater = Base Fee + (SF over 50,000 SF x 0.002)

Grading Permit

Plan Review Fee:			
<= 50 C.Y.	No Fee	No Fee	No Fee
51 to 100 C.Y.	\$35.00	\$36.00	\$36.00
101 to 1000 C.Y.	\$55.00	\$56.00	\$56.00
1001 to 10,000 C.Y.	\$72.00	\$73.00	\$73.00
10,001 to 100,000 C.Y.:	First 10,000 C.Y.	\$72.00	\$73.00
	plus each additional 10,000 C.Y.	\$35.00	\$36.00
100,001 to 200,000 C.Y.:	First 100,000 C.Y.	\$384.00	\$392.00
	plus each additional 10,000 C.Y.	\$20.00	\$20.00
200,000 C.Y. or More:	First 200,000 C.Y.	\$571.00	\$582.00
	plus each additional 10,000 C.Y.	\$13.00	\$13.00

Grading Permit Fee:			
<= 50 C.Y.	\$35.00	\$36.00	\$36.00
51 to 100 C.Y.	\$55.00	\$56.00	\$56.00
101 to 1000 C.Y.	First 100 C.Y.	\$55.00	\$56.00
	plus each additional 100 C.Y.	\$28.00	\$29.00
1001 to 10,000 C.Y.	First 1000 C.Y.	\$278.00	\$284.00
	plus each additional 1000 C.Y.	\$23.00	\$23.00
10,001 to 100,000 C.Y.:	First 10,000 C.Y.	\$460.00	\$469.00
	plus each additional 10,000 C.Y.	\$96.00	\$98.00
100,001 C.Y. or More:	First 100,000 C.Y.	\$1,301.00	\$1,327.00
	plus each additional 10,000 C.Y.	\$55.00	\$56.00

Water Availability Charge

WAC	\$260.00	\$270.00	\$278.00
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Additional Charges

All other services requiring additional staff time*	\$54.00	\$55.00	\$55.00
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* Services requiring extensive staff time beyond what is considered reasonable for inspections or other services will be charged \$55.00 per hour

2013 PERMIT FEES - ENGINEERING DEPARTMENT									
GENERAL DEVELOPMENT	Occ./Unit For PAC Calc.	MCES		LOCAL		Grading Escrow	Comment	Typical total Cost	
		SAC	WAC	PAC	SAC				
SFD	*	3.4	\$2,435.00	\$280.00	\$3,540.00	\$130.00	Normal permit	\$8,885.00	
Dup'x. (Double Occupancy)		5.4	\$2,435.00	\$280.00	\$5,620.00	\$130.00	Normal permit (\$1250.00 PER EACH HALF)	\$10,965.00	
T.Hse.	*	2.7	\$2,435.00	\$280.00	\$2,810.00	\$130.00	Normal permit	\$8,655.00	
**Apt's 3-4 Units	*	2.7	\$2,435.00	\$280.00	\$2,810.00	\$130.00	Site permit		
**Apt's 5+ Units	*	1.9	\$2,435.00	\$280.00	\$1,980.00	\$130.00	See Plan Check/Grading or fill permit		
M. Home	*	2.5	\$2,435.00	\$280.00	\$2,600.00	\$130.00	See Plan Check/Grading or fill permit		
Senior Cit. Unit**									
**Apt's 1 BR Units	*	1.1	\$2,435.00	\$280.00	\$1,140.00	\$130.00	See MCES rule for Laundry or Gbg. Disp. reduction qual.		
**Apt's 2 BR Units	*	2.0	\$2,435.00	\$280.00	\$2,080.00	\$130.00	See MCES rule for Laundry or Gbg. Disp. reduction qual.		
Public Housing									
SFD	*	3.4	\$2,435.00	\$280.00	\$3,540.00	\$130.00	See Plan Check/Grading or fill permit	\$8,885.00	
Dup'x. (Double Occupancy)	*	5.4	\$2,435.00	\$280.00	\$5,620.00	\$130.00	See Plan Check/Grading or fill permit	\$10,965.00	
T.Hse.	*	2.7	\$2,435.00	\$280.00	\$2,810.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.	\$8,655.00	
**Apt's	*	2.7	\$2,435.00	\$280.00	\$2,810.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.		
Apt's 1 BR Units	*	1.1	\$2,435.00	\$280.00	\$1,140.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.		
Apt's 2 BR Units	*	2.0	\$2,435.00	\$280.00	\$2,080.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.		
Comm./Inst.		n/a	\$2,435.00	\$280.00	9% M.V.	\$130.00	Based on sale price, market value OR P.W. Director's letter.		
Indust.		n/a	\$2,435.00	\$280.00	9% M.V.	\$130.00	Based on sale price, market value OR P.W. Director's letter.		
2013 Base Unit values									
SAC per unit (MCES) =			\$2,435.00				MCES SAC RATE (Equals 1 SFD unit)		
SAC per unit (LOCAL) =			\$130.00				LOCAL SAC RATE (Equals 1 SFD unit)		
WAC per unit =			\$280.00				Increased 3% over 2012 (Equals 1 SFD Unit)		
PAC per capita Base Unit =			\$1,040.00				No increase over 2012; Equates to \$3,540.00 for 1 SFD.		
PAC Commercial development = market value - X			9%				Same as 2012, check for a negotiated rate.		
Street Open Cut (Escrow)			\$550.00				Per 1/2 paved street surface, assumes normal depth & width + CC&G - are variables. Retention includes 1% interest on refund.		
Grading & Fill Escrow			\$2,500.00				Same as 2012. Retention to include 1% interest on refund.		
MISCELLANEOUS									
CASH CONNECTION CHARGE									
SANITARY SEWER MAIN	*	1 UNIT	\$3,960	\$4,160	\$4,240	\$4,240			
WATER MAIN	*	1 UNIT	\$3,960	\$4,160	\$4,240	\$4,240	Residential Sanitary Sewer Service	\$100.00	
Commercial Development		Per F.F.	\$48	\$50	\$56	\$56	Multi Family Sanitary Sewer Service	\$115.00	
* Based on 1FD W/nominal 75' frontage									
GENERAL ASSESSMENTS									
Complete Street Reconstruction	R	1 UNIT	\$6,000	\$6,600	\$6,600	\$6,600	Connection to Sanitary Sewer or Storm Sewer (Service to Public Main)	\$63.00	
Partial Street Reconstruction	R	1 UNIT	\$4,500	\$4,950	\$4,950	\$4,950	Connection to Sanitary Sewer or Storm Sewer (Service to Private Main)	\$53.00	\$28.00
Bituminous Resurface (full depth)	R	1 UNIT	\$3,140	\$3,450	\$3,450	\$3,450	Pvt Sanitary Sewer Main or Storm Sewer BASE FEE	\$112.00	
Mill & Overlay only	R	1 UNIT	\$2,230	\$2,450	\$2,450	\$2,450	New Sanitary Sewer or Storm Sewer Structure (Public)	\$63.00	
Storm Drainage	R	1 UNIT	\$990	\$1,090	\$1,090	\$1,090	New Sanitary Sewer or Storm Sewer Structure (Private)	\$53.00	\$15.00
Water Svc (new main)	R	1 UNIT	\$1,360	\$1,500	\$1,530	\$1,530	Open Cut Fee Sanitary Sewer or Storm Sewer PUBLIC STREET	\$63.00	
Water Svc (tap to exist main)	R	1 UNIT	\$1,690	\$1,860	\$1,900	\$1,900	Open Cut Escrow - based on \$550 per 1/2 of street, normal depth 7-8'	\$550.00	
Sewer Svc (new main)	R	1 UNIT	\$1,360	\$1,500	\$1,530	\$1,530	Res. Driveway	\$27.00	
Sewer Svc (tap to exist main)	R	1 UNIT	\$2,560	\$2,820	\$2,880	\$2,880			
Comm Asmt Rate (Mains only)	C	Per F.F.							
Note: Assessment rates on 2013 projects will be based on special appraised benefit.									
@ Subject to change									
* Note Additional length/depth calculations required.									
Updated 11/2/2012 SWL									

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: Consider Approval of 2013 SCORE Funding Grant Application
DATE: November 7, 2012 for the November 15 City Council Meeting

INTRODUCTION

Attached is the 2013 SCORE Funding Grant application from the Ramsey County Department of Public Health. The City of Maplewood has the opportunity to apply for a grant in the amount of \$78,629 to subsidize our recycling efforts. The City was awarded a SCORE grant in the amount of \$78,753 in 2012.

BACKGROUND

In 1989, the Minnesota Legislature adopted comprehensive waste reduction and recycling legislation based on the recommendations of the Governor's Select Committee on Recycling and the Environment (SCORE). This set of laws is part of Minnesota's Waste Management Act. The SCORE legislation has provided counties with a funding source to develop effective recycling and solid waste management programs. Ramsey County in turn offers SCORE grants to cities to enhance or improve their recycling efforts. The City of Maplewood annually has applied for and received SCORE grants which require us to submit an annual report detailing recycling rates and our efforts to reduce solid waste through increased recycling.

DISCUSSION

Grant funds in 2013 will be used for recycling collection activities within the City. Eligible costs include contractor costs for municipal-sponsored residential collection of recyclables.

Ramsey County's 2013 SCORE grant requirements now include an approved Recycling Performance Work Plan. The work plans are designed to guide cities toward improved recycling programs to help meet more aggressive recycling goals from the State. A variety of approaches for enhancing recycling and related programs have been discussed with the City of Maplewood, including enforcing the City's new mandatory recycling ordinance and improving recycling communications to residents. Staff will meet with County representatives within the month to finalize Maplewood's Work Plan (Draft Work Plan Attached to Grant).

BUDGET IMPACT

The 2012 Recycling program budget of \$654,800 was subsidized by a Ramsey County SCORE grant in the amount of \$78,753. The 2013 grant amount is \$78,629 and is awarded on a per capita basis.

RECOMMENDATION

It is recommended that City Council approve the 2013 SCORE Funding Grant application in the amount of \$78,629.

Attachment:

1. 2013 SCORE Grant Application

**RAMSEY COUNTY DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION
2013 SCORE FUNDING GRANT APPLICATION**

CITY/TOWNSHIP: City of Maplewood
 CONTACT PERSON: Shann Finwall, Environmental Planner
 ADDRESS: 1830 County Road B East, Maplewood, MN 55109
 PHONE: (651) 249-2304
 FAX: (651) 249-2319
 EMAIL: shann.finwall@ci.maplewood.mn.us

SCORE GRANT REQUEST

1. Attach a copy of your signed Recycling Performance Workplan. This will be used to fulfill the requirement of describing the goals your municipality has for waste reduction and recycling activities in 2013 and how progress toward these goals will be measured and evaluated. *(Draft Work Plan Attached for City Council Review – Exhibit A.)*

2. Identify expenses for activities within each applicable budget category:

PROPOSED SCORE BUDGET—SCORE EXPENSES ONLY

ADMINISTRATION Total: \$ _____
 Please detail activities and expenses:

PROMOTION ACTIVITIES Total: \$ _____
 Please detail activities and expenses:

EQUIPMENT Total: \$ _____
 Please detail activities and expenses:

COLLECTION OF RECYCLABLES Total: \$78,629
 Please detail activities and expenses: Funding for the City's curbside, residential recycling program.

ORGANICS COLLECTION Total: \$ _____
 Please detail activities and expenses:

TOTAL SCORE GRANT Requested \$78,629

3. List any additional expenses the city will incur during implementation of the activities in 2013 on the Recycling Performance Workplan: The City will incur additional expenses in 2013 in order to implement requirements specified in the Ramsey County Recycling Performance Work Plan. In particular, the City is required to analyze financial incentives to encourage residents to recycle more and reduce trash volumes. Financial incentives could come in the form of contests with a cash reward or other prizes which are designed to increase recycling. A contest example is "Get Caught Recycling" where residents are awarded a cash prize for having their recycling cart out on recycling day.

RECYCLING BUDGET

4. **Attach a copy of your 2013 municipal budget for all recycling activities, including all funding sources.** Recycling activities include recycling collection and related activities, outreach/education/promotion, organics collection, yard waste collection, the recycling portion of clean-up events, curbside pick-up of bulky materials, and purchase of recycled content materials. Expenditures and revenues for the collection and management of solid waste should be considered separately.

If your governing body has not adopted the 2013 budget, attach the most current draft budget. If the budget does not list all expenditures and revenues specific to recycling, add a supplemental table that identifies this information (see SCORE guidelines for an example). (*Draft Recycling Budget Attached for City Council Review – Exhibit B.*)

PUBLIC ENTITIES LAW COMPLIANCE

5. State law and Ramsey County policy require municipalities to assure all mixed municipal solid waste (MSW) which the municipality is responsible for managing, and which is not separated for recycling or composting, be delivered to a facility that processes the MSW for energy recovery, and not delivered to a landfill. This applies to all MSW generated from municipal facilities and activities (e.g., city or township offices, parks, community centers, city-sponsored clean-up events), as well as MSW generated by residents who are provided service under a municipality's contract for residential MSW collection (organized collection). To show compliance you must provide both items below:

- A. **A copy of the relevant portions of your contract(s) with hauler(s) that identifies the specific facility or type of facility to which the collected MSW is delivered for disposal.**
 - *Contracts can take different forms; for example, the language in a purchase order or the hauler's invoice may constitute the contract in some cases.*
- B. **A letter from the hauler(s), specific to your community, stating the following:**
 - i. **The specific facility(ies) where the hauler(s) are delivering all such MSW from your community during 2012.**
 - ii. **The specific facility(ies) where the hauler(s) plan to deliver all such MSW from your community during 2013.**
 - *A hauler's generic waste disclosure form that lists multiple facilities where waste may be delivered is not acceptable.*
 - *If your community self-hauls its own trash, provide a letter from the applicable city department.*

(Required Municipal Facility and Residential Trash Contractor Letters to Be Included with Final Grant Submittal to the County.)

RESOLUTION

6. **Attach a resolution from your governing body requesting the SCORE funding allocation,** or a certified copy of the official proceedings at which the request was approved. SCORE grants agreements cannot be issued without such an attachment.

Shann Finwall, Environmental Planner

NAME OF PERSON AUTHORIZED TO SUBMIT GRANT

SIGNATURE (electronic signature is acceptable)

TITLE

DATE

Applications will be considered complete when items 1 – 6 above are submitted and a signature is on file.

Please return the completed grant application form and attachments by **DECEMBER 1, 2012.**

SCORE Program
Saint Paul – Ramsey County Public Health
Environmental Health Section
2785 White Bear Avenue N., Suite 350
Maplewood, MN 55109-1320
Rachel.Frank@co.ramsey.mn.us

The City of Maplewood and Ramsey County agree to the following work plan to increase recycling performance in 2012-2013.

MAPLEWOOD RECYCLING PERFORMANCE WORK PLAN (DRAFT)				
Administration	MPL Lead	Timeline	Measure of Success	County Resources
Program and Material screens will be completed by February 1st each year				
Contract and Financial screens will be completed by March 1st each year				
City will report MSW tonnage				
City will work with hauler and County to find creative approaches to generating and analyzing data that may lead to increased recycling.				
Recycling Coordinator will attend a minimum of 4 County Recycling Coordinator meetings each year				
Mandatory recycling will be enforced				
Initiatives for environmentally preferable purchasing will be pursued				
Collection & Operations	MPL Lead	Timeline	Measure of Success	County Resources
Under new hauling contract, a mechanism will be in place to determine non-participants.				
Actively promote opt in curbside collection to allow churches, small businesses to participate in curbside recycling program.				
Analyze financial incentive to recycle and reduce trash volumes.				
Educational materials will be provided in multiple languages.				
Green bags and additional signs will be offered to property owners				
A plan to implement organics collection will be considered				
Mattresses and carpet will be recycled				
Require community events and park users to recycle as part of permit process				

Education/Outreach	MPL Lead	Timeline	Measure of Success	County Resources
Social marketing is used to encourage more residents to commit to recycling and environmental practices				
Website is updated regularly to include current information and core County messages				
Other methods of communication are used such as targeted flyers and curbside tags				
Waste reduction and reuse messages are included in educational materials				
Core county messages are included on all print material				

AGREEMENT *Signature:* _____ *Date:* _____

City of Maplewood Manager: _____

City of Maplewood Recycling Coordinator: _____

Ramsey County Environmental Health Director: _____

Ramsey County Environmental Health Educator: _____

CITY OF MAPLEWOOD
RECYCLING PROGRAM FUND (605)
 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS

	2010 ACTUAL	2011 ACTUAL	2012 ORIGINAL BUDGET	2012 RE-EST.	2013
Operating revenues:					
County - other grants	73,475	77,683	73,480	73,480	77,680
Recycling charges	394,433	411,610	414,150	414,150	476,270
Trash fees	-	-	-	-	85,000
Total revenues	467,908	489,293	487,630	487,630	638,950
Operating expenses:					
Personnel services	64,673	77,093	81,230	81,230	88,830
Commodities	2,282	11,960	10,400	10,400	4,500
Contractual services	399,246	459,952	513,880	513,880	417,490
Administration	39,330	49,290	49,290	49,290	49,580
Total expenses	505,530	598,294	654,800	654,800	560,400
Operating income (loss)	(37,622)	(109,002)	(167,170)	(167,170)	78,550
Nonoperating revenues (expenses):					
Investment earnings	584	1,223	1,360	1,600	1,300
Miscellaneous	6,442	2,588	-	-	-
Investment management fees	(2,352)	(1,897)	(1,020)	(1,200)	(970)
Total nonoperating revenues (expenses)	4,674	1,913	340	400	330
Net income (loss) before contributions and transfers	(32,948)	(107,089)	(166,830)	(166,770)	78,880
Transfers in (out):					
Debt Service (2012A Bonds)	-	-	-	-	(77,960)
Change in net assets	(32,948)	(107,089)	(166,830)	(166,770)	920
Net assets - January 1	531,507	498,559	321,519	391,471	224,701
Net assets - December 31	498,559	391,471	154,689	224,701	225,621

STATEMENT OF CASH FLOWS

	2010 ACTUAL	2011 ACTUAL	2012 ORIGINAL BUDGET	2012 RE-EST.	2013
Net income (loss) before contributions and transfers	(32,948)	(107,089)	(166,830)	(166,770)	78,880
Change in current assets	7,321	(3,250)	-	-	-
Change in current liabilities	(44,154)	30,019	-	-	-
Transfers in (out)	-	-	-	-	(77,960)
Net increase (decrease) in cash	(69,781)	(80,320)	(166,830)	(166,770)	920
Cash balance - January 1	517,515	447,734	270,694	367,414	200,644
Cash balance - December 31	447,734	367,414	103,864	200,644	201,564

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Chuck Ahl, Assistant City Manager
Gayle Bauman, Finance Manager
Steve Lukin, Fire Chief
SUBJECT: Consider Approval of Benefit Level Increase for Fire Relief Association
DATE: October 24, 2012 for November 15, 2012 council meeting

INTRODUCTION

On September 10, at the City Council Workshop, Council was provided with information regarding the funding issues of the Relief Association and was informed that the Relief Association is requesting an increase to their benefit level. The current benefit level is \$5,500 per year of service. They are requesting a \$700 increase bringing their benefit level to \$6,200 per year of service but have indicated they would accept a \$500 increase bringing their benefit level to \$6,000 per year of service.

BACKGROUND

The Maplewood Fire Relief Association provides annuity benefits to firefighters based on the number of years of service provided to our fire department and is governed by state law. Previous increases to the benefit level were as follows:

- 2005 - \$400 increase bringing the benefit level to \$4,000
- 2006 - \$500 increase bringing the benefit level to \$4,500
- 2007 - \$1,000 increase bringing the benefit level to \$5,500

Because of these increases and the downturn in the market, from 2008-2011 the City of Maplewood was required to contribute \$694,650 to the Fire Relief Association due to shortfalls in the fund. The members have voted to request a \$700 increase to their benefit level. The fund currently has sufficient funds to meet the obligations of the \$700 increase and remain fully funded; however, it must be acknowledged that this is only due to the contribution from the City tax levy over the past years. Any future shortfalls in the fund because of benefit levels or market conditions are required to be made up with City financing. Currently the revenue to the relief association from the state surcharge will cover all costs without City contributions.

Maplewood Management staff is not opposed to an increase, but also wishes to inform the City Council that the current fire department staffing is adding personnel who are covered by PERA and are not members of the Fire Relief Association. Thus, the membership of the Relief Association will continue to diminish, while the state surcharge expense remains at a standard amount; meanwhile, the City is adding fire fighters with a PERA expense which is not currently covered by the state surcharge, which all goes to the Relief Association.

Information based on a report prepared by the State Auditor's Office for the year ended December 31, 2010 shows that Maplewood was ranked 11th out of 588 associations using Lump-Sum Plans at the \$5,500 benefit level. Shakopee and Northfield were tied for first at \$7,500.

RECOMMENDATION

It is recommended that the City Council approve a bylaw change increasing the benefit level by \$500 to \$6,000 per year of service to be effective January 1, 2013.

Attachment(s):

1. ByLaw – Appendix C

**MINNESOTA
FIREFIGHTER
PENSION
CONSULTANTS****APPENDIX C****MAPLEWOOD FIREFIGHTERS RELIEF ASSOCIATION**

Benefit Levels

Benefit Level Effective Date	Benefit Level per Year of Active Service	Interest Rate for Deferred Pension Benefit	Date Approved by Municipality
February 13, 2012	\$5,500	3%	February 13, 2012
February 3, 2008	\$5,500	5%	November 26, 2007

NA means not applicable.
NR means not required.
TBD means to be determined

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
Chuck Ahl, Assistant City Manager
SUBJECT: Request to Authorize the Maplewood City Council as the Responsible Governmental Unit (RGU) for the 3M Company Environmental Assessment Worksheet (EAW)
DATE: November 7, 2012

INTRODUCTION

The firm of TKDA, representing 3M Company, is requesting that the Maplewood City Council authorize themselves to act as the responsible governmental unit (RGU) for the environmental assessment worksheet (EAW) approval. The EAW is needed for the proposed 3M Company research and development facility which would be located at the northeast corner of McKnight Road and Conway Avenue.

After the conclusion of the EAW review process, the city council would make the final determination as whether the EAW would pose any environmental concerns or if there is a negative declaration. TKDA will facilitate the various steps involved in the processing of the EAW. Please refer to the attached memorandum.

RECOMMENDATION

Adopt the resolution establishing the Maplewood City Council as the responsible governmental unit in the evaluation of the 3M Company environmental assessment worksheet to determine if there is any environmental impact with the proposed 3M research and development facility.

p:36\RGU memo and resolution CC on 11 15 12 te

Attachment:

Memorandum and Resolution from TKDA dated October 17, 2017



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

Memorandum

To:	Maplewood City Council	Reference:	EAW for proposed 3M Research and Development Building
Copies To:	Tom Ekstrand, Senior Planner Roger Spinner, 3M Company	Project No.:	
From:	Sherri Buss, Senior Planner, TKDA	Routing:	Bradley Jones, P.E., TKDA
Date:	October 17, 2012		

Background

3M Company is planning to build a new Research & Development Building and related parking at its Maplewood Campus. The size of the project requires preparation of a mandatory Environmental Assessment Worksheet (EAW). Minnesota Rules that govern the environmental review process require that the City of Maplewood be the Responsible Governmental Unit (RGU) for the EAW. 3M is requesting that the City Council approve the attached resolution to serve as the RGU for the EAW process.

Proposed Project

The proposed R & D Building will be located on a site at the northeast corner of McKnight Road and Conway Street in Maplewood. The building is proposed to be approximately 400,000 square feet in size. The building will provide research and development space for 3M researchers who are currently working in other buildings on the campus.

A copy of the concept plan for the building and associated parking is attached. 3M is planning to begin construction of the building in 2013.

Project Tasks and Schedule

3M is proposing that its consultant, TKDA, will complete the draft EAW data collection, analyses, and report. TKDA will work with City staff to obtain the required maps and data, and to understand city ordinances and policies that affect the proposed project. We anticipate that City staff will be involved in reviewing and commenting on the draft EAW, and that the draft will be reviewed by the City's Planning Commission. A public informational meeting could be scheduled during the 30-day review period, but is not required. The City Council will be involved in the process to release the draft EAW for public comment, and to review the

comments and determine whether the EAW is sufficient to complete the environmental review, or if significant impacts are identified in the EAW that would require an EIS.

The estimated schedule for the EAW process is as follows:

November 15, 2012	City Council authorizes City to act as RGU for the EAW
December 28, 2012	Draft EAW to City of Maplewood staff for review
January 15, 2013	Draft EAW to City Planning Commission for comments
February 11, 2013	City Council authorizes Draft EAW for distribution to EQB distribution list
February 18, 2013	Submit Draft EAW notice to EQB Monitor
February 25, 2013	30-day comment period begins
March 25, 2013	30-day comment period ends
April 2, 2013	TKDA provides responses to comments to 3M and City
April 22, 2013	City Council approves Findings of Fact and Record of Decision
May 6, 2013	City decision notice to EQB Monitor and distributed to commenting agencies
May 13, 2013	City decision published in EQB Monitor

Permits Schedule

3M is planning to start construction of the building in the spring of 2013, and will need permits from the City, the Watershed District and others to begin construction. No permits may be issued while the EAW is in-process. However, 3M may submit its permit applications during the EAW process, and the permits may be reviewed during that time. The Maplewood staff suggested that 3M may want to consider submitting permit applications during the EAW process, so that they may be approved quickly upon completion of the process.

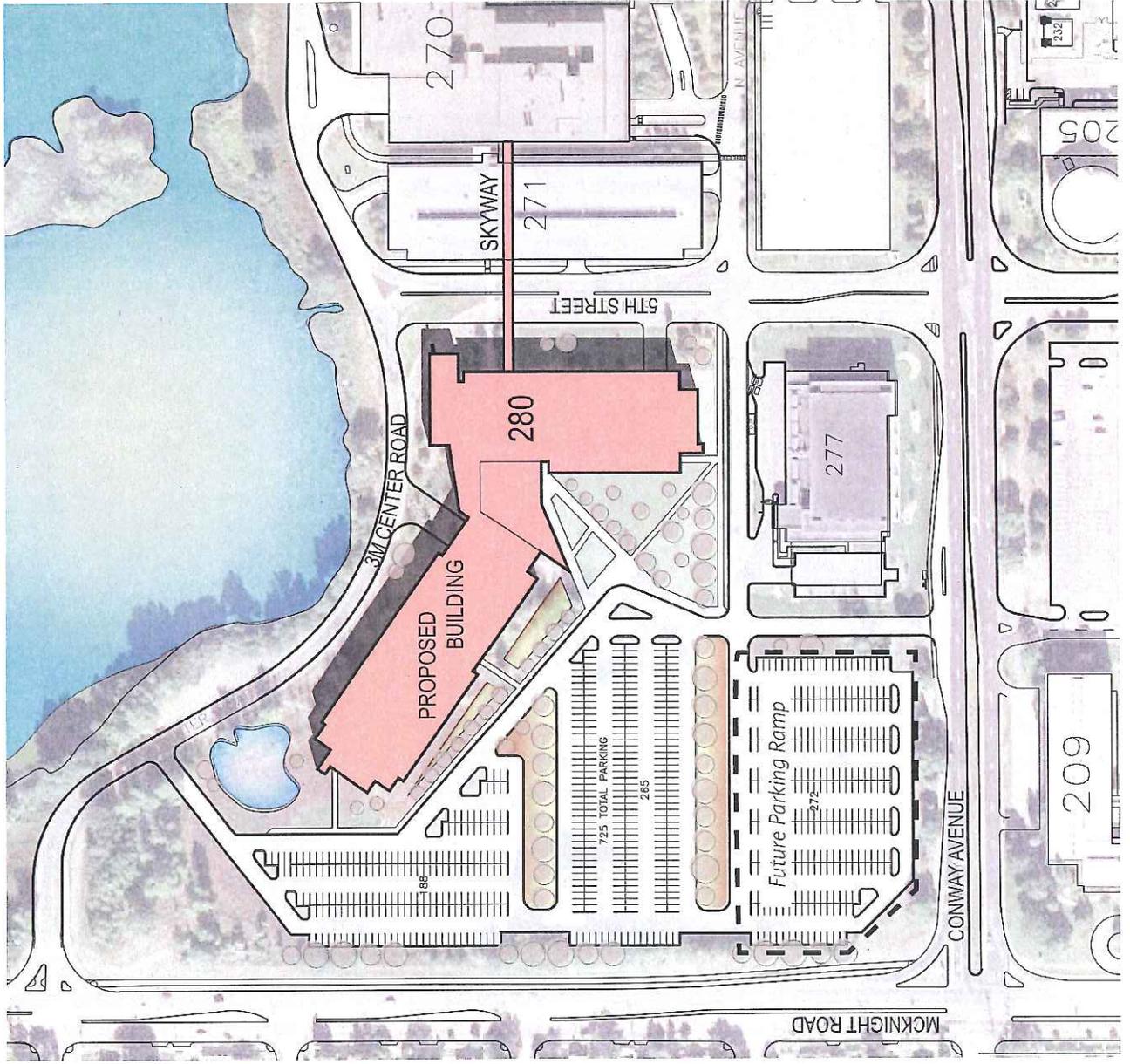
REQUESTED ACTION

3M requests that the City Council approve the resolution that authorizes the City to act as the Responsible Governmental Unit (RGU) for the 3M R & D Building Environmental Assessment Worksheet (EAW).



Site Planning Scenario C

- Building**
- 4 Stories
 - Floor Plate Size 103,000 gsf
 - Total Floor Area 412,000 gsf
- Parking**
- Surface 725 stalls
 - +Future Parking Ramp, Surrounding Lots
- Site**
- Building is located on the northern end of the site, oriented to 3M Lake, and has a stronger connection to the buildings located east of the proposed site. The skyway would enter the Building in the Community Hub on Level 3.
 - Building wings are unequal in length, tailored to small and large divisions and site constraints.
 - Building Entry faces south and is located midpoint of the floor plate and is visible from both McKnight Road and Conway Avenue.
 - Site access - new access drive from Conway Avenue in addition to access from 5th Street.
 - Service access - from 3M Center Road.
 - Parking is located on the southwest corner of the site, accessible from Conway Avenue and 5th Street.
 - Stormwater Management - a pond will provide required area along with a small rain garden north of Bldg 277.
 - Lot Coverage - impervious surface is 49% (50% allowable)



**CITY OF MAPLEWOOD, MINNESOTA
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE CITY OF MAPLEWOOD TO SERVE AS THE
RESPONSIBLE GOVERNMENTAL UNIT (RGU) FOR THE 3M RESEARCH &
DEVELOPMENT BUILDING ENVIRONMENTAL ASSESSMENT WORKSHEET
(EAW)**

WHEREAS, 3M Company, located at 3M Center in the City of Maplewood, is proposing to construct a new R & D building on its corporate campus, and

WHEREAS, the proposed project requires completion of an Environmental Assessment Worksheet (EAW) that meets the requirement of Minnesota Rules Chapter 4410, Sections 4410.1000 through 4410.1700; and

WHEREAS, Minnesota Rules 4410.4300, Subpart 14 specifies that the local governmental unit shall serve as the RGU for construction of new industrial and commercial facilities proposed within its boundaries that exceed the minimum threshold for environmental review;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, RAMSEY COUNTY, MINNESOTA, that it should and hereby determines that it will serve as the RGU for the 3M R & D Building EAW, and will complete the EAW process as required by Minnesota Rules 4410.

Adopted by the Maplewood City Council this 15th day of November, 2012.

Will Rossbach, Mayor

ATTEST:

Jim Antonen, Manager/Clerk

MEMORANDUM

TO: Jim Antonen, City Manager

FROM: Karen Guilfoile, City Clerk

DATE: November 8, 2012

RE: Canvass of the 2012 Special Election for City Councilmember

It is recommended that Council approve the following resolution canvassing the results of the Special General Election for City Councilmember held on November 6, 2012.

CANVASS OF ELECTION

RESOLVED, that the City Council of Maplewood, Ramsey County, Minnesota, acting as a canvassing board on November 15, 2012, hereby declares the following results in the November 6, 2012, Special General Election.

COUNCILMEMBER:

Marylee Abrams	2,160
Rebecca Cave	6,280
Tracey Tischler	2,163
Julie Wasiluk	5,143

Rebecca Cave, receiving the highest number of votes for the Special General Election will be sworn in as councilmember completing the term vacated by Councilmember James Llanas.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
SUBJECT: **Authorization for Phase I Improvements at 1902 E. County Road B – Police Department Expansion – City Hall Improvements Project**
DATE: **November 7, 2012**

INTRODUCTION

On March 2, 2012, the City Council adopted as their Number One Goal for 2012 – 2013:

PUBLIC SAFETY

Develop and commit to a plan for meeting the space needs of the police department.

At the June 25th Work Session discussion on this item, the Council directed staff to begin planning for implementation of this goal beginning later in 2012, including the possibility of a sale of CIP Bonds in 2013. On July 9th, the Council approved the preparation of architectural drawings for the Police Expansion and relocation of departments at City Hall as the first steps in the process. The first phase of the improvements is the construction of new offices for Public Works personnel and the relocation of the Community Development staff to 1902 E. County Road B, the Public Works Building. This move provides space to relocate the Police Investigators to the wing of City Hall currently occupied by the Community Development staff.

BACKGROUND

During 2011, the City Council authorized preparation of a study of space needs within the Police Department. The architect performing the study, Larry Koch, of SEH, Inc. provided a summary of the findings and options for expanding the Police Department. That report was finalized and approved by the Council. On February 6, 2012, the City Council reviewed the various options for expansion, including a full project expansion that was the preferred plan of the Police Department and Chief Thomalla, but was estimated to cost in excess of \$8.5 million. After much discussion, the Council directed staff to proceed with a plan for using existing City Hall space and relocating some of the City departments to other City Campus facilities that reduced the project cost to approximately \$4.3 million.

On March 2, 2012, the City Council continued the discussion of the City facility needs and directed staff to proceed with implementation by making Public Safety facilities one of their top goals for staff to implement during 2012 – 2014. A CIP Bond for both the 3M Fire Station and the Police Department Expansion was proposed, but not approved for final sale of the bonds. As noted, on June 25, 2012, the Council gave direction to staff to proceed with a CIP Bond proposal that would include \$4.3 million for the Police Department Expansion. A Public Hearing on the Capital Improvement Plan revision and the CIP Bond sale will be held on November 26, 2012. Prior to that hearing, the City can authorize the improvements to relocate the Community Development staff from City Hall to Public Works with cash funds that have been set aside and will not be funded with CIP Bond proceeds. Funding for this expense, estimated at \$250,000 is available in the Public Safety Expansion Fund, which was established in 2011 and has a balance due to funding dedicated in 2011 and 2012. This expense will not be included in the bond sale in 2013. The work is necessary for space needs whether the Council approves the CIP Bond sale or not.

PHASE 1 - POLICE DEPARTMENT EXPANSION FINANCING
PAGE TWO

FINANCING OPTIONS

In reviewing the options for the Police Department Expansion Project, that includes the February 2012 direction from the Council to use existing space and relocate Departments to facilities within the City Hall Campus, the following estimates on timing and costs have been developed:

<u>Date</u>	<u>TASK</u>	<u>COST</u>	<u>SOURCE</u>
Oct 12 – Mar 13	Relocate Comm Dev to Pub Works	\$ 250,000	Cash
Feb 13 – May 13	Relocate Investigations to Comm Dev area	\$ 250,000	Cash
May 13 – Jun 13	Relocate IT equipment to City Hall	\$ 100,000	Cash or Bond
Jun 13 – Oct 13	Complete Citizen Services area build-out	\$ 300,000	CIP Bond
Oct 13 – Jun 14	Parks Building build-out and staff relocation	\$ 600,000	CIP Bond
Oct 13 – Nov 14	Police Services Area Expansion Project	\$2,600,000	CIP Bond
Nov 14 – Dec 14	Police Move into new spaces	<u>\$ 200,000</u>	CIP Bond
	TOTAL PROJECT COST	\$4,300,000	

Funding Discussion

As we continue our evaluation of the Council's goal to look at facility needs, this type of expense is being incorporated into the long-range financial planning for the City. If the Council were to approve a \$3.8 million [\$4.3 million less \$500,000 cash] bonding expense in 2013 to help address these needs, the impact on City expenditures will be limited. During 2011 and 2012, the City staff began reductions to set aside \$250,000 in annual expenses partly by keeping two Police officer positions vacant. The cost of this type of bonding or lease would be \$300,000 - \$325,000 annually, so this current plan could be implement for an additional \$50,000 per year to pay that type of debt. The \$50,000 is not currently planned in the 2013 Budget allocation/levy; however, it is anticipated that reductions and revisions will be incorporated to avoid the need for a levy increase. We believe that the above approach is consistent with the financial sustainability goals and will address a majority of the Police Department needs moving forward.

NEXT STEPS

The project is ready to proceed to implementation. The first phase will be to renovate the office areas in the Public Works Building to make office space available for the Community Development staff. Concurrent with that work, the vacated area in City Hall where the Community Development staff are currently located will be upgraded to provide space for the Police Investigations. As noted above, these first tasks are estimated at approximately \$500,000. Whether the Council decides to proceed with future phases and bonding for the expansion of the Police Department project or not, this work and the relocations are necessary to accommodate our Police Department needs. Attached is a drawing showing the new office layout at the Public Works Building that is ready to go for bids. Those bids will be received in December and work started on this phase in late December or early January. Completion will be in March 2013. The work on the area for the Police Investigators division will begin in February and be completed in May 2013. We are requesting approval of the plans and authorization to receive bids on the work at Public Works for December 4, 2012 at 9:00 am. Approval of the budget transfer of the cash [\$500,000] into the project fund and authorizing the work is also recommended at this time.

PHASE 1 - POLICE DEPARTMENT EXPANSION FINANCING
PAGE THREE

RECOMMENDATION

It is recommended that the City Council approve a project as Phase 1 of the Police Department Expansion – City Hall Improvements Project which will be located at 1902 E. County Road B [Public Works Building] in the total amount of \$500,000; direct the Finance Manager to transfer the necessary funds for this authorization into the project fund; approve the plans for the construction work at the Public Works Building as prepared by the Project Architect from SEH, Inc. and authorize the receipt of project bids for said construction work on December 4, 2012 at 9:00 am according to standard city practice for bid openings.

Attachment: Public Works Office Plan

MEMORANDUM

TO: James Antonen, City Manager
FROM: Karen Guilfoile, City Clerk
DATE: October 29, 2012
Re: Policy for Clear Channel Billboards and the MCC Dynamic Display Sign Usage

Introduction

Within the City there are two Clear Channel billboards. One on Highway 36 and one on I-494 and Highwood Avenue.

Unrelated to the Clear Channel billboards, there is also a dynamic display sign located on the city campus at the Maplewood Community Center. The City has access to all three signs for the use of advertising public service announcements (heretofore referred to as PSA).

Background – Clear Channel Billboards

In the fall of 2007, Clear Channel Outdoor as a part of a settlement agreement with the City of Maplewood agreed to the following for the billboards located at Highway 36 and I-494:

To reserve no less than five (5) hours (2250 eight-second spots) per month per “Dynamic Display” in Maplewood for community and public service announcements, provided that such announcements cannot be resold and cannot be used by or on behalf of any for-profit enterprise.

The City shall be solely responsible for the design and development of all advertising copy, which shall be subject to Clear Channel’s review and approval.

The City must provide Clear Channel reasonable advance notice for any requested announcement. Advertising time not used by the City in any month will be forfeited, and will not carry into another calendar month. Clear Channel shall have discretion to deliver this service on one or any combination of its “Dynamic Displays.” The City may delegate to another governmental entity a portion of the time for community and public service announcements, but such delegation shall not make the delegatee a beneficiary of this paragraph or otherwise entitle that entity to bring an action to enforce this paragraph. Such enforcement rights shall at all times remain with the City.

Since the agreement was passed by the city council in the fall of 2007, the time allotted to the city on the billboards has been exclusively used for city related purposes or events except for the PSA for the Ramsey County Fair.

In order to get a PSA on the billboards staff is required to submit a Public Service Announcement Request Form (See Attachment 1). After the form is completed it is signed by the appropriate Department Head and then submitted to me. I then work with Heidi Carey, our Marketing and Advertising Consultant, and she designs a suitable billboard with the submitted information. Once she is done she then sends the draft back to me for approval and the Department Head if need be. It is then submitted to Clear Channel to be put on the rotation.

PSA's for the MCC are created by the Banquet and Events Manager.

If the city were to open up the usage of the sign(s) to outside entities we would be obligated to compensate our consultant for design of those billboards.

There are times when the city uses the allotted five hours per month. Over the last five years there have been occasional requests from organizations for use of the billboard. Past practice has been not to permit outside usage due to the following factors:

- the city regularly uses the allotted time per the agreement
- who do you say yes to, who do you say no to
- the cost of marketing staff to design the billboards

Background – MCC Dynamic Display Sign

Also in the fall of 2007, as part of a settlement agreement, Clear Channel agreed to purchase and install a Dynamic Display sign at the Maplewood Community Center.

This Dynamic Display sign is governed by the city's sign ordinance and allows use of the sign as follows:

“Display and advertisement of products, events, persons, institutions, activities, businesses, services, or subjects which are located on the premises only or which give public service information.”

While there is not a “written policy” per se for the MCC sign, the current rule of thumb and past practice is that they only advertise for MCC or City sponsored events or programs. Occasionally, they will advertise for an event that is taking place at the Community Center if it is hosted by MCC or City partners. An example is Ashland Theatre Productions, (who the city has a contract with) and MCC's newest partner Subway.

Also offered (for an additional fee) is the option to display an event message for renters using the banquet room mostly used for weddings – i.e. Congratulations Tom and Susie!

Additional Information

In the past five years the city has had occasional requests for use of the Clear Channel billboard(s) and the Dynamic Display sign at the MCC. Staff has been consistent in only displaying those things aforementioned in this report. Samples have been attached for your review.

Recommendation

Staff is requesting input from the city council. A formal policy will then be put into place that will be implemented by Citizen Service Staff at the direction of the City Manager.

Clear Channel Billboard Public Service Announcement (PSA) Request Form

All PSA requests must be signed off on by the Department Head and forwarded to the Citizen Services Director by hard copy or scanned and sent via e-mail.

PSA's should be related to city events, projects, recognition or meetings. If you have a logo or picture that you would like to include it must be in a .tif format. This is an 8 second announcement so words are very limited.

Briefly describe the event or activity that you would like announced:

Name of Event:

Date(s) of Event:

If Applicable - Location:

Date(s) you would like the advertisement to run:

(Typically no more than a week to 10 days)

REQUESTOR

DATE

DEPARTMENT HEAD

DATE

CITIZEN SERVICES DIRECTOR

DATE

S:/cty-clrk/Clear Channel Billboard Request Form

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
RE: Consideration of Penalties for Alcohol Compliance Failures
DATE: November 7, 2012

Introduction

The City of Maplewood conducts compliance checks on all alcohol license holders at least twice a year. In April, May and June of 2012, the attached businesses failed the compliance check by selling alcohol to an underage buyer and were issued a criminal complaint for that offense which has been prosecuted.

Background

When the city council began performing alcohol compliance checks in 2000, they opted not to have a strict guideline for penalties because some compliance failures are more egregious and warrant stricter penalties.

While the city does not have specified fines for alcohol compliance failures, past practice has been to follow State guidelines of imposing a penalty of \$500 for the first offense, \$1,000 for the second offense, \$2,000 if there is a third offense and then suspension or possible revocation of the license.

Attached is a statistical history of compliance failures for those establishments that have failed alcohol compliance checks that have yet to come before council for an administrative penalty. Following past practice in imposing fines, I have listed what staff is proposing for fines for the current failures.

All establishments have been notified of the proposed civil penalty against them and were requested to attend the November 15, 2012 council meeting.

Louis Dachis, the owner and manager of Merwin Liquors, was requested by certified letter to attend the council meeting on August 3, 2012, and again on September 24, 2012 to address the compliance failure at his establishment. See attached copies of the certified return receipt letters. Mr. Dachis was a no show at both of those meetings. An additional certified return receipt letter was sent to Mr. Dachis on October 15, 2012 requesting that he be present at the November 15, 2012 meeting. This letter indicated to Mr. Dachis that failure to attend the meeting could result in additional penalties against him. See attached letter.

Consideration

Council consideration for the attached penalties is requested.

BUSINESS NAME - ADDRESS		COMPLIANCE	COMPLIANCE			
FAILURE	DATE	STATUS	COURT DATE	STAFF RECOMMENDATION	COUNCIL ACTION	
<u>BAMBU ASIAN CUISINE - 1715 BEAM AVE</u>						
ALCOHOL	05/23/2012	PENDING - COUNCIL ACTION	10/15/2012	PROPOSED \$2,000 FINE		
ALCOHOL	12/10/2010	COMPLETED	02/24/2011	PROPOSED \$1,000 FINE		04/25/2011 - APPROVED \$1000 FINE
ALCOHOL	11/29/2008	COMPLETED	02/23/2009	PROPOSED \$500 FINE		03/09/2009 - APPROVED \$250 FINE
<u>DOWNTOWN LAV 52 KM - 3030 SOUTHLAWN DRIVE</u>						
ALCOHOL	06/03/2012	PENDING - COUNCIL ACTION	10/08/2012	PROPOSED \$2,000 FINE		
ALCOHOL	12/04/2011	COMPLETED	02/06/2012	PROPOSED \$1,000 FINE		07/09/2012 - APPROVED \$1,000 FINE
ALCOHOL	12/20/2010	COMPLETED	02/14/2011	PROPOSED \$500 FINE		04/25/2011 - APPROVED \$500 FINE
<u>MERWIN LIQUORS - 1700 RICE STREET</u>						
ALCOHOL	04/28/2012	PENDING - COUNCIL ACTION	07/09/2012	PROPOSED \$1,000 FINE		
ALCOHOL	11/29/2008	COMPLETED	05/20/2009	PROPOSED \$500 FINE		04/12/2010 - APPROVED \$500 FINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LOUIS A DACHIS
 MERWIN LIQUORS
 1700 RICE ST N
 MAPLEWOOD, MN 55113

July 12, 2012

LOUIS A DACHIS
 MERWIN LIQUORS
 1700 RICE ST N
 MAPLEWOOD, MN 55113

2. Article Number

(Transfer from service label)

7011 0470 0002 2563 5582

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Rebecca Robinson* Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below No



3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SUBJECT: ALCOHOL COMPLIANCE FAILURE

As you are aware the City of Maplewood conducts compliance checks on all City alcohol license holders at least twice a year. During the month of May 2012, one of your employees sold alcohol to an underage person during a compliance check performed by the Maplewood Police Department. The employee received a citation for furnishing alcohol to a minor which is a gross misdemeanor.

The above violation will be discussed during the regularly scheduled city council meeting as indicated below. Staff will recommend that the council impose a \$1,000 penalty against your establishment for sale to an underage person. The council can however, impose additional penalties. A representative from the establishment is required to attend this meeting to answer any questions the council may have. The council meeting will be held:

Date: Monday, August 13, 2012
 Time: 07:00 p.m.
 Place: Maplewood City Hall, Council Chambers
 1830 County Road B East
 Maplewood, MN 55109

If you are unable to attend, please contact Deb Schmidt, Deputy Clerk at 651-249-2003 or by email at deb.schmidt@ci.maplewood.mn.us; or you may contact me at 651-249-2002 or by email at karen.guilfoile@ci.maplewood.mn.us.

Sincerely,

Karen E. Guilfoile

Karen Guilfoile, City Clerk
 Director Citizen Services
 Citizen Services Department

CITIZEN SERVICES DEPARTMENT
 OFFICE OF CITY CLERK

651-249-2000
 FAX: 651-249-2009

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LOUIS DACHIS
MERWIN LIQUORS
1700 RICE STREET N
MAPLEWOOD, MN 55113

August 27, 2012

Louis Dachis
Merwin Liquors
1700 Rice Street N
Maplewood, MN 55113

2. Article Number

(Transfer from service label)

7008 1830 0001 0186 4212

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 
 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

AUG 28 2012

 D. Is delivery address different from Item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

SUBJECT: ALCOHOL COMPLIANCE FAILURE

As you are aware the City of Maplewood conducts compliance checks on all City alcohol license holders at least twice a year. During the month of April 2012, one of your employees sold alcohol to an underage person during a compliance check performed by the Maplewood Police Department. The employee received a citation for furnishing alcohol to a minor which is a gross misdemeanor.

The above violation will be discussed during the regularly scheduled city council meeting as indicated below. Staff will recommend that the council impose a \$1,000 penalty against your establishment for sale to an underage person. **If a representative from the establishment does not attend this meeting, the council may impose additional penalties.** The council meeting will be held:

Date: Monday, September 24, 2012

Time: 7:00 p.m.

Place: Maplewood City Hall, Council Chambers
1830 County Road B East
Maplewood, MN 55109

If you are unable to attend, please contact Deb Schmidt, Deputy Clerk at 651-249-2003 or by email at deb.schmidt@ci.maplewood.mn.us; or you may contact me at 651-249-2002 or by email at karen.guilfoile@ci.maplewood.mn.us.

Sincerely,



Karen Guilfoile, City Clerk
Director Citizen Services
Citizen Services Department

CITIZEN SERVICES DEPARTMENT
OFFICE OF CITY CLERK

651-249-2000
FAX: 651-249-2009

CITY OF MAPLEWOOD

1830 COUNTY ROAD B EAST

MAPLEWOOD, MN 55109

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**LOUIS DACHIS
MERWIN LIQUORS
1700 RICE STREET N
MAPLEWOOD MN 55113**

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Rebecca Robian Agent
 Address

B. Received by (Printed Name) C. Date of Delivery
 10/16

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

October 15, 2012

Louis Dachis
 Merwin Liquors
 1700 Rice Street N
 Maplewood, MN 55113

2. Article Number (Transfer from service label) **7011 0470 0002 2563 6909**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

SUBJECT: ALCOHOL COMPLIANCE FAILURE – THIRD AND FINAL NOTICE

As you are aware the City of Maplewood conducts compliance checks on all City alcohol license holders at least twice a year. During the month of April 2012, one of your employees sold alcohol to an underage person during a compliance check performed by the Maplewood Police Department. The employee received a citation for furnishing alcohol to a minor which is a gross misdemeanor.

The above violation will be discussed during the regularly scheduled city council meeting as indicated below. Staff will recommend that the council impose a \$1,000 penalty against your establishment for sale to an underage person. **A representative from the establishment MUST attend this meeting** to answer any questions the council may have. If a representative does not attend the meeting, the council may impose additional penalties. The council meeting will be held:

Date: Thursday, November 15, 2012
 Time: 7:00 p.m.
 Place: Maplewood City Hall, Council Chambers
 1830 County Road B East
 Maplewood, MN 55109

If you are unable to attend, please contact Deb Schmidt, Deputy Clerk at 651-249-2003 or by email at deb.schmidt@ci.maplewood.mn.us; or you may contact me at 651-249-2002 or by email at karen.guilfoile@ci.maplewood.mn.us.

Sincerely,



Karen Guilfoile, City Clerk
 Director Citizen Services
 Citizen Services Department

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer/ Public Works Director
SUBJECT: **Consider Receiving Quotes and Awarding Construction Contract, City Dump Remediation, Project 11-22**
DATE: November 5, 2012

INTRODUCTION

The city council will consider receiving quotes and awarding a construction contract for the remediation of the old city dump site.

BACKGROUND

The old dump site is located north of Pondview Apartments, south of the railroad tracks, east of Feed Products and Jim's Prairie, and west of Rolling Hills Manufactured Home Park. The Maplewood Dump operated for the disposal of general municipal solid waste and industrial waste from the 1950s to 1970. The property is guided as open space in the City's Comprehensive Plan and is located adjacent to Jim's Prairie, one of Maplewood's 14 Neighborhood Preserves.

Phase I and II Environmental Site Assessments were completed in 1995 and 1999 (site map and geologic cross section map attached). It was determined that site soil and sediments were above regulatory action limits. Groundwater sampling did not indicate contaminants above action limits.

In 2001, the City of Maplewood entered into a Voluntary Investigation and Cleanup (VIC) program with the Minnesota Pollution Control Agency (MPCA) for the Maplewood Dump site. The VIC Program is a voluntary program designed to assist organizations with necessary clean up actions. The MPCA approved a Response Action Plan (RAP) for cleanup of the site which included covering the site with four feet of cover. In 2002 the City obtained a Ramsey-Washington Metro Watershed District (RWMWD) permit as part of the RAP which allowed the City to cover the site with street sweepings.

DISCUSSION

Revised Response Action Plan:

In 2011, the City Council authorized a budget and scope of work for the continued investigation and planning for the Maplewood Dump site. Short Elliott Hendrickson Inc. (SEH) was hired to gather information and to draft a revised RAP for the site. The revised RAP was completed on April 5, 2012 and approved by the MPCA on June 20, 2012. The Plan covers the management of impacted soils and debris at the Maplewood Dump site. The intent of the RAP is to facilitate the closure of the site by preventing direct human contact with surface debris and impacted soil material and to reduce potential of the Beaver Creek bed to be in contact with waste debris. This will be achieved through the removal and proper disposal or recycling of exposed large debris on the surface; developing a minimum four-foot separation thickness between former municipal solid waste material and the surface; flow from Beaver Creek will be maintained and directed through a new culvert through the former dump area to reduce potential contact with waste in the current creek bed.

One of the biggest challenges in identifying a preferred clean up option was to cover as much debris as possible while minimizing the filling of the wetland areas throughout the site. The decision of the Technical Evaluation Panel for the Wetland Conservation Act requirements was that the wetlands that had formed on top of the dump material were regulated and any impacts (i.e., fill) would need to be mitigated. This decision steered the preferred option to minimize the extent of impacts by filling along the channel area where the surface debris was most prevalent. These impacts triggered the need to mitigate the wetland impacts through the Wetland Conservation Act and for the City to waiver wetland buffer requirements for public improvements. The most cost effective approach for wetland mitigation in this case was to purchase wetland banking credits from an off-site bank.

The Environmental and Natural (ENR) Commission reviewed the Maplewood Dump RAP and wetland buffer waiver on June 14, 2012. The ENR Commission approved the project and stated that the impacts to the wetland buffer and creek are necessary to address the greater public need to clean up the Maplewood Dump site.

The Planning Commission held a public hearing on the wetland buffer waiver on July 17, 2012. Notice of the public hearing was published in the Maplewood Review and property owners within 500 feet of the site were notified of the hearing. No one from the public attended the public hearing and the Planning Commission recommended approval of the wetland buffer waiver for restoration at the former Maplewood Dump. Council subsequently approved the improvements with the conditions:

1. Detailed culvert plans must be completed and approved by staff.
2. Tree survey must be complete on the impacted areas of the Maplewood Dump site.
3. Revegetation plans must be completed and approved by staff.
4. The City must obtain a Ramsey-Washington Metro Watershed District (RWMWD) permit for the project.

SEH has completed, and staff has approved of, the culvert plans. SEH and city staff conducted a tree survey of the impacted areas. Ginny Gaynor, Natural Resources Coordinator, will coordinate replacement planting of native grasses and trees in 2013. And finally, a watershed district permit was issued by RWMWD on October 19, 2012.

Dump Remediation Project:

The Engineer's Estimated cost for the dump remediation project, including culvert and grading work was \$99,590.00. In accordance with City purchasing policies, staff distributed the final plans and requested written quotations from three contractors. Quotes were received on October 30, 2012, and are summarized below along with the Engineer's Estimate.

Engineer's Estimate	\$ 99,590.00
Arnt Construction Co. Inc.	\$ 95,075.00
Frattalone Companies	\$ 98,709.00
Park Construction Inc.	\$ 127,981.00

Arnt Construction Co. Inc. was the low quote. Arnt has experience with the city this year as they transported excess cover material from the Gladstone Savanna to the dump site. Arnt was the general contractor for the second bid package of the Gladstone Improvements. They have experience in the work type proposed and the city recommends Arnt for the dump remediation project.

If approved the contractor would begin immediately with the intent to finish the project by December 17, 2012. SEH is preparing final contract documents. Once signed by the city and contractor, the

contractor would begin the remediation.

BUDGET

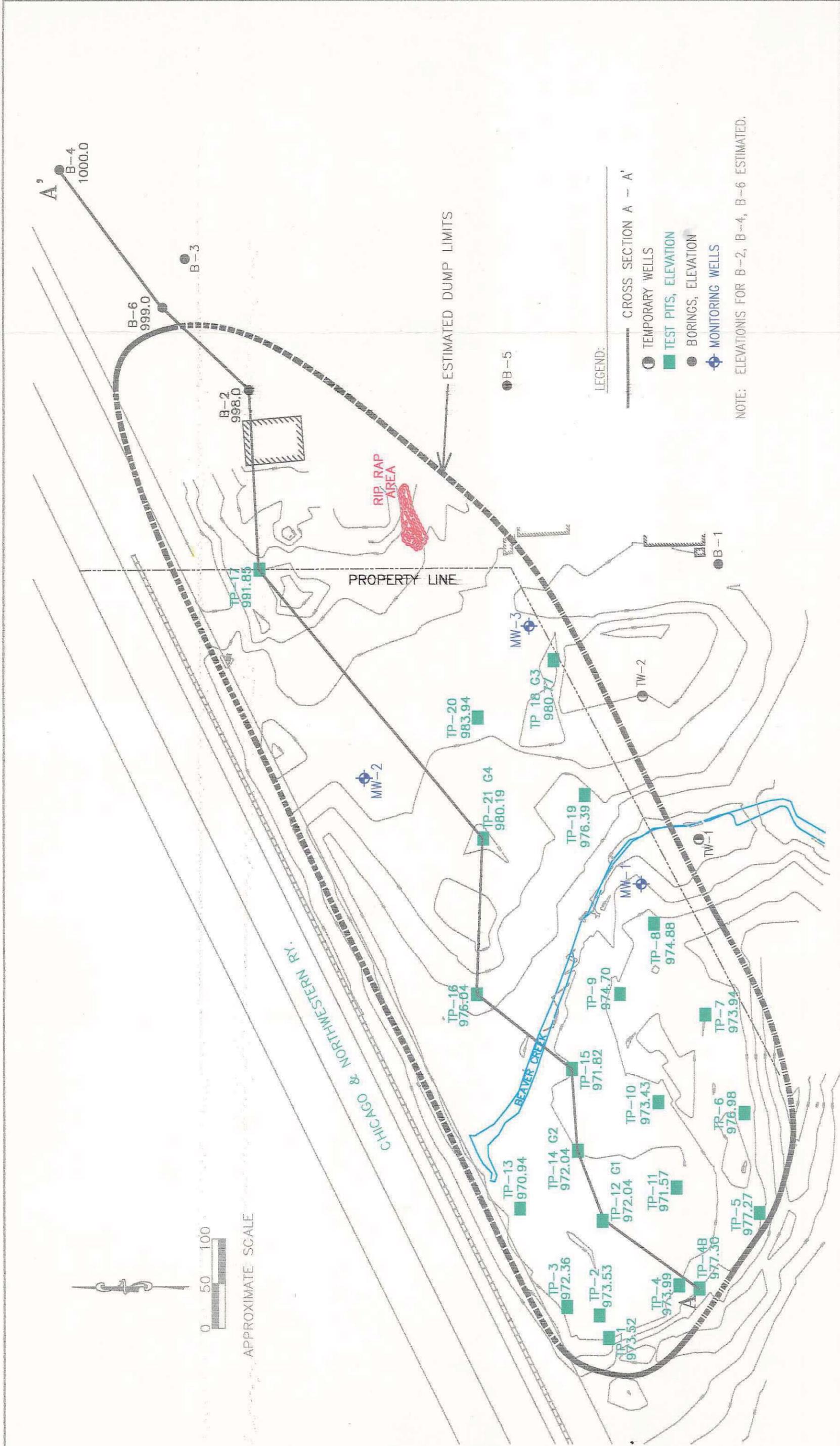
The City Council previously authorized funds from the Environmental Utility Fund for environmental response action plan documents and project development. With the low construction quote from Arnt, in addition to the wetland banking credit cost of \$7,875.00, and abandonment of three wells at a cost of \$2,345.00, additional funds must be allocated from the EUF. An estimated total project expenditure of \$165,000.00 would be funded through the Environmental Utility Fund.

RECOMMENDATION

It is recommended that the City Council approve the quote from Arnt Construction Co. Inc. and award the construction contract for the dump remediation in an amount of \$95,075.00. It is further recommended that the City Council authorize the finance manager to make the necessary transfers from the Environmental Utility Fund to cover project expenses.

Attachments:

1. Map
2. Cross section



APPROXIMATE SCALE

FIGURE 2
SITE MAP
FORMER MAPLEWOOD DUMP
MAPLEWOOD, MINNESOTA

PROJECT NO. 96048

DRAWING 96048-2

REVIEWED BY M. MASON

DATE 10/5/99

DRAWN BY L. SIMMONS

SCALE AS SHOWN

DRAWN BY L. SIMMONS



Environmental & Engineering

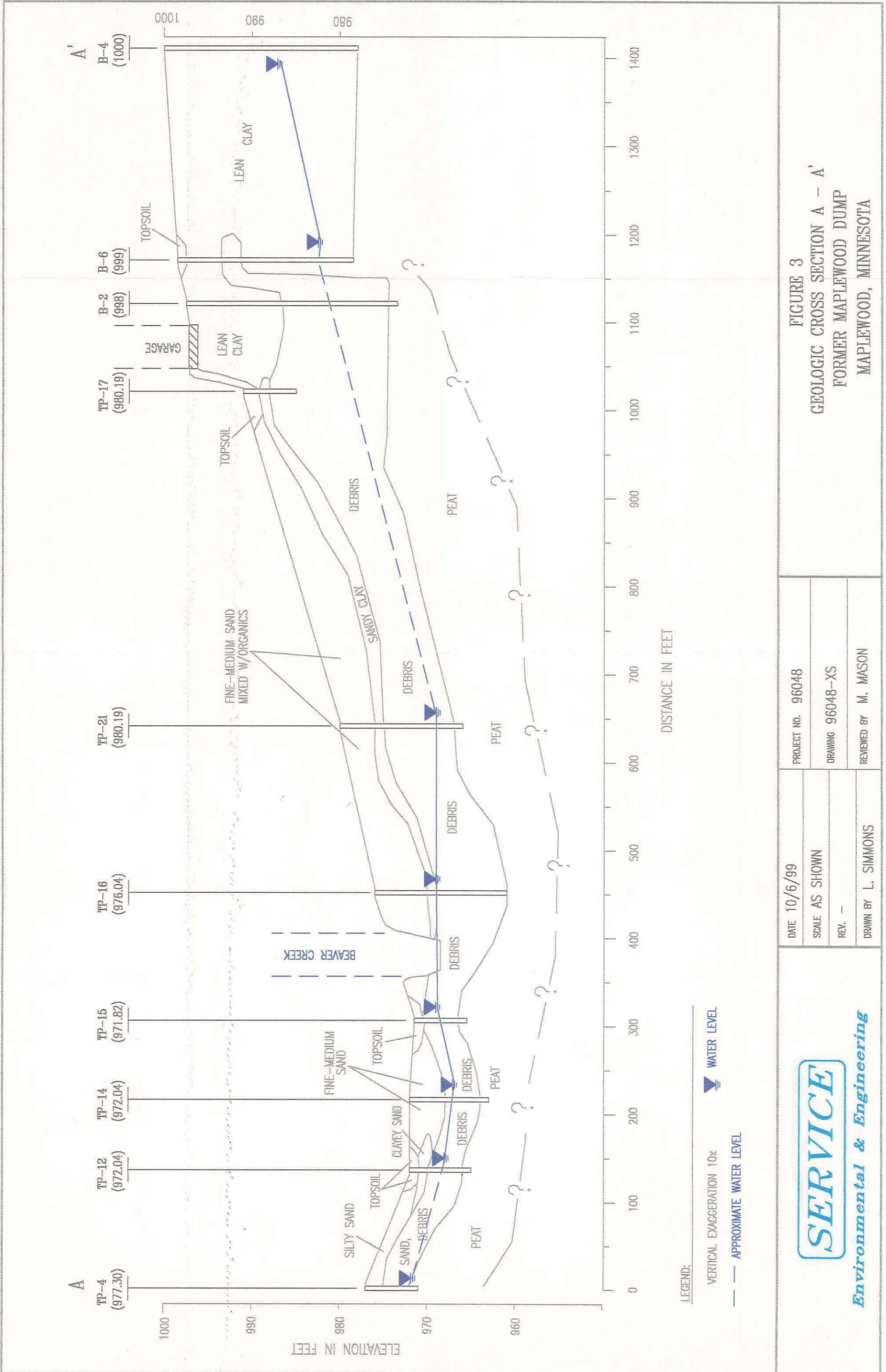


FIGURE 3
GEOLOGIC CROSS SECTION A - A'
FORMER MAPLEWOOD DUMP
MAPLEWOOD, MINNESOTA

DATE 10/6/99	PROJECT NO. 96048
SCALE AS SHOWN	DRAWING 96048-XS
REV. -	REVIEWED BY M. MASON
DRAWN BY L. SIMMONS	



Environmental & Engineering

AGENDA REPORT

To: James Antonen, City Manager
From: Michael Thompson, Director of Public Works/City Engineer
 Steve Love, Assistant City Engineer
Subject: Consider Receiving Quotes and Awarding Construction Contract, Lark Area Stormwater Lift Station, July 16th Storm Clean-up, City Project 11-19
Date: November 1, 2012

INTRODUCTION

The council will consider receiving quotes and awarding a construction contract for the Lark Area stormwater lift station. This improvement is required as part of the settlement of litigation regarding 1665 and 1673 Lark Avenue.

BACKGROUND

On August 8, 2012, the Council approved a settlement agreement with the property owners. The City Engineer has completed plans to make the drainage improvements required in the settlement agreement.

The engineer’s estimate for the work was \$64,503.00. In accordance with City purchasing policies, staff distributed the final plans and requested written quotations from three contractors. Three quotes were received on October 30, 2012, as follows:

Geislinger and Sons Inc.	\$ 146,835.00
Magney Construction Inc.	\$ 98,981.00
Dave Perkins Contracting	\$ 98,645.00

Dave Perkins Contracting (Perkins) was the low quote at \$98,645.00. Perkins has experience in the work type proposed throughout the Twin Cities area and the City recommends Perkins for this project.

If approved the contractor would begin immediately with the intent to finish the project by December 10, 2012. SEH is preparing final contract documents. Once signed by the City and contractor the contractor will begin the lift station installation.

BUDGET IMPACT

With the low construction quote from Dave Perkins Contracting it is proposed to allocate funds from the Environmental Utility Fund. An estimated total project expenditure of \$98,645.00 would be funded through the Environmental Utility Fund.

RECOMMENDATION

It is recommended that the City Council approve the quote from Dave Perkins Contracting and award the construction contract in the amount of \$98,645.00. It is further recommended to authorize the finance manager to make the necessary transfers and budget adjustments.

Attachments:
 1. Map

