

The Maplewood City Council Serves as the Maplewood Area Economic Development Authority and Will Conduct a Meeting as Such **Preceding the City Council Meeting.**

NOTE: The EDA Public Hearing that was scheduled for the Approval of Purchase Agreements for City-Owned Real Property, Castle Avenue and Van Dyke Street is Cancelled.

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, October 14, 2013
City Hall, Council Chambers
Meeting No. 18-13

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 September 23, 2013 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. 3M Companies -- Doug Stang; Information and Photos of Groundbreaking Ceremony for R & D Facility
2. Adoption of Proclamation Declaring the Week of October 20-26, 2013 as Minnesota Manufacturers' Week in the City of Maplewood
 - a. Neng Lee, Minnesota Department of Employment and Economic Development (DEED)
 - b. Gladstone Window and Door
 - c. Truck Utilities
 - d. Garden Fresh Farms
3. Adoption of Proclamation to Tubman Family Alliance: Domestic Violence Awareness Month
4. Appointment to Parks & Recreation Commission
 - a. Resolution for Appointment

G. CONSENT AGENDA – *Items on the Consent Agenda are considered routine and non-controversial and are approved by one motion of the council. If a councilmember requests additional information or wants to make a comment regarding an item, the vote should be held*

until the questions or comments are made then the single vote should be taken. If a councilmember objects to an item it should be removed and acted upon as a separate item.

1. Approval of Claims
2. Approval of Summary Ordinance for the Subsurface Sewage Treatment System Ordinance
3. Approval of Resolution Certifying Election Judges for the November 5, 2013 General Municipal Election
4. Approval of Annual Maplewood Historical Society Payment
5. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 2 with Weber, Police Department Expansion Project - Phase 1A
6. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 5 with Weber, Police Department Expansion Project - Phase 2
7. Approval to Amend Contract with The Conservation Fund to Extend Sale of Real Estate for Fish Creek
8. Approval of Joint Powers Agreement With Ramsey County For Violent Crime Enforcement Team
9. Approval of 3M Developer Agreement, Project 12-15
10. Approval of Resolution to Enter Into Cooperative Agreement with MnDOT for East Metro Public Safety Training Facility, Project 09-09
11. Approval of Maintenance Agreement With Washington County, Ramsey County, and Woodbury, Project 03-15, Century Avenue Improvements
12. Approval of Purchase of Fleet Maintenance Parallelogram Lift
13. Approval of Purchase of Single Axle Plow Truck
14. Approval of Consulting Contract for Marketing and Advertising

H. PUBLIC HEARINGS

1. Approval of Second Reading Amending the Ordinance Regulating Off-Sale Intoxicating Liquor Licenses Distance Requirements and Lifting the Moratorium on New Off-Sale Licenses

I. UNFINISHED BUSINESS

1. Approval of Purchase of Carts Through the Recycling Contract
2. Approval of 2014 Charitable Gambling Awards

J. NEW BUSINESS

1. Approval of an Annual Currency Exchange License Renewal for EZ Cash Maplewood LLC, 3035 White Bear Avenue
2. Preliminary Approval for Issuance of Refunding Bonds
3. Approval of Resolution Supporting Police Department Policy Development

K. AWARD OF BIDS

None

L. VISITOR PRESENTATIONS

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update
2. Cancellation of the November 4, 2013 Council Manager Workshop

N. COUNCIL PRESENTATIONS

O. ADJOURNMENT

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

RULES OF CIVILITY FOR OUR COMMUNITY

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

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MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, September 23, 2013
Council Chambers, City Hall
Meeting No. 17-13

A. CALL TO ORDER

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

Boy Scouts from Troop 197 - Gethsemane Lutheran Church were in attendance to earn their merit badge in communication.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scouts from Troop 197

C. ROLL CALL

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

D. APPROVAL OF AGENDA

- N1 Arkwright/Sunrise Project
- N2 Recycling Carts

Councilmember Cave moved to approve the agenda as amended with additions to N1.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of September 9, 2013 City Council Workshop Minutes

Councilmember Juenemann moved to approve the September 9, 2013 City Council Workshop Minutes as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of September 9, 2013 City Council Meeting Minutes

Councilmember Juenemann requested “ready” be changed to “reader” in agenda item G4.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. Approval to Solicit Quotes for a City-Wide Parks Needs Assessment Survey

Parks & Recreation Director Konewko gave the staff report and answered questions of the council.

Councilmember Cardinal moved to approve the staff solicit quotes for a City-Wide Parks Needs Assessment Survey and the quotes come back to the City Council for approval.

Seconded by Councilmember Cave

Councilmember Cardinal withdrew his motion.

Mayor Rossbach moved to approve the Mayor and the City Manager enter into a contract for services for a City-Wide Parks Needs Assessment Survey and the recommendation not-to-exceed budget of \$30k for these services.

Seconded by Councilmember Juenemann

Ayes – Mayor Rossbach, Council Members Juenemann and Koppen

Nays – Council Members Cardinal and Cave

The motion passed.

3. Approval of Resolution of Support for Tubman to Allow the City of Maplewood to Serve as Fiscal Agent for State Bonding Proposal

Councilmember Juenemann moved to approve the resolution of support for Tubman in securing state of Minnesota bonding monies for their project and further directing the City Manager to develop documents to approve the City as fiscal agent for Tubman in this endeavor.

RESOLUTION 13-9-973

Resolution of Support for Tubman

To Allow City as Fiscal Agent for State Bonding Proposal

WHEREAS, Tubman operates a regional Community Collaborative Service Center, Shelter for victims of violence and exploitation, and Learning Institute at the former St. Paul's Monastery located at Monastery Way and Larpenteur Avenue, and

WHEREAS, Tubman is proposing nearly \$6 million in necessary code, accessibility and security improvements to the former monastery—now Harriet Tubman Center East—to facilitate this service center, and

WHEREAS, Tubman is requesting state bonding support through legislation to provide for up to \$720,000 in financial support to complete renovations and furnish the two remaining shelter floors in this facility, and

WHEREAS, the Maplewood City Council has previously expressed support for the services provided by Tubman for the citizens of our City and region, and

WHEREAS, the State of Minnesota requires that a local government agency act as the fiscal agent for General Obligation Bond funding.

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

1. Hereby acknowledges its support for Tubman's request for state funding for this important project and improvement, and further supports said legislation as introduced on behalf of Tubman in the 2014 legislative session.
2. Hereby directs the City Manager to prepare documents for Council approval such that the City of Maplewood will act as the fiscal agent for Tubman in receiving financial support from the State of Minnesota.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

4. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 4 with Weber, Police Department Expansion Project - Phase 2

Councilmember Juenemann moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order No. 4, for the Police Department Expansion Project – Phase 2.

RESOLUTION 13-9-974

DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
POLICE DEPARTMENT EXPANSION PROJECT - PHASE 2, CHANGE ORDER NO. 4

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Police Department Expansion Project – Phase 2, 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 Police Department Expansion Project – Phase 2, Change Order No. 4.

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

1. The Mayor is hereby authorized and directed to modify the existing contract by executing said Change Order No. 4 which is a decrease of \$860.00.

The revised contract amount is \$373,025.63.

Adopted by the Maplewood City Council on this 23rd day of September 2013.

Seconded by Councilmember Koppen

Ayes – All

Seconded by Councilmember Cave

Ayes – Mayor Rossbach, Council
Members Cave,
Juenemann and Koppen
Nays – Councilmember Cardinal
Abstain – Councilmember Koppen

The motion passed.

I. UNFINISHED BUSINESS

1. Approval of Green Building Ordinance – Second Reading a. International Code Council Members

Assistant Building Official Carver addressed the council and introduced Rick Hauffe, Government Affairs Officer for the International Code Council. Mr. Hauffe introduced Dave Walls, Executive Director of Sustainability Programs at the International Code Council. Mr. Walls addressed the council to presented information on ICC and the Green Building Ordinance. Mr. Hauffe further introduced Tom Bakken, President of 10,000 Lakes Chapter of the International Code Council.

Assistant Building Official Carver thanked staff for their leadership and efforts towards the Green Building Ordinance.

Councilmember Juenemann moved to approve the second reading of Green Building Program Ordinance.

ORDINANCE 933 AN ORDINANCE TO THE MAPLEWOOD MUNICIPAL CODE REGARDING THE GREEN BUILDING PROGRAM

The Maplewood City Council approves the following addition to the Maplewood Code of Ordinances. This ordinance creates a new green building ordinance which will be placed in the Building Chapter (Chapter 12) of the city code.

Section 1. Scope.

This ordinance applies to the regulations of “green building” within the City of Maplewood, Ramsey County, Minnesota. This ordinance focuses on residential, commercial and industrial buildings in the City of Maplewood. This ordinance applies to City of Maplewood owned and financed buildings as determined by the City Manager and approved by the City Council. Other buildings within the City of Maplewood are **NOT** subject to the code provisions of this ordinance unless the building owner or representative accepts these provisions as a volunteer commitment. The City of Maplewood shall establish an incentive plan for private property choosing the voluntary commitment.

Section 2. Purpose and Intent.

It is the goal of the City of Maplewood to provide green building program provisions consistent with the scope of a green construction code. This green building program is intended to safeguard the environment, public health, safety and general welfare through the establishment of requirements to reduce the negative impacts and increase the

positive impacts of the built environment on the natural environment and building occupants. The green building program is not intended to abridge or supersede safety, health or environmental requirements under other applicable codes or ordinances.

Section 3. Base Documents.

a. ICC 700-2008 National Green Building Standards.

This Standard applies to detached one and two-family dwellings and multiple single family dwellings (town-houses) not more than three stories in height above grade plane with a separate means of egress, their accessory structures, and the site or lot upon which these buildings are located. This Standard shall also be used for subdivisions, building sites, alterations, additions, renovations, mixed-use residential buildings, and historic buildings, where applicable.

b. 2012 International Green Construction Code.

The provisions of this code shall apply to the design, construction, addition, alteration, change of occupancy, relocation, replacement, repair, equipment, building site, maintenance, removal and demolition, of every building or structure or any appurtenances connected or attached to such buildings or structures and to the site on which the building is located.

TABLE 302.1

c. REQUIREMENTS DETERMINED BY THE JURISDICTION (MAPLEWOOD)

Section	Section Title or Description and Directives	Jurisdictional Requirements	
CHAPTER 1. SCOPE			
101.3 Exception 1.1	Detached one- and two-family dwellings and multiple single-family dwellings (town-houses) not more than three stories in height above grade plane with a separate means of egress, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
101.3 Exception 1.2	Group R-3 residential buildings, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
101.3 Exception 1.3	Group R-2 and R-4 residential buildings four stories or less in height above grade plane, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 4. SITE DEVELOPMENT AND LAND USE			
402.2.1	Flood hazard area preservation, general	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.2.2	Flood hazard area preservation, specific	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.3	Surface water protection	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.5	Conservation area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.7	Agricultural land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
402.8	Greenfield sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

407.4.1	High-occupancy vehicle parking	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
407.4.2	Low-emission, hybrid and electric vehicle parking	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
409.1	Light pollution control	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 5. MATERIAL RESOURCE CONSERVATION AND EFFICIENCY			
503.1	Minimum percentage of waste material diverted from landfills	<input type="checkbox"/> 50% <input type="checkbox"/> 65% <input checked="" type="checkbox"/> 75%	
CHAPTER 6. ENERGY CONSERVATION, EFFICIENCY AND CO² EMISSION REDUCTION			
302.1, 302.1.1, 602.1	zEPI of Jurisdictional Choice – The jurisdiction shall indicate a zEPI of 46 or less in each occupancy for which it intends to require enhanced energy performance.	Occupancy: na zEPI: na	
604.1	Automated demand response infrastructure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 7. WATER RESOURCE CONSERVATION, QUALITY AND EFFICIENCY			
702.7	Municipal reclaimed water	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 8. INDOOR ENVIRONMENTAL QUALITY AND COMFORT			
804.2	Post-Construction Pre-Occupancy Baseline IAQ Testing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
807.1	Sound Transmission and sound levels	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CHAPTER 10. EXISTING BUILDINGS			
1007.2	Evaluation of existing buildings	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
1007.3	Post Certificate of Occupancy zEPI, energy demand, and CO ² emissions reporting	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

d. EXCEPTIONS AND DELETIONS TO THE BASE DOCUMENTS.

1. 2012 International Green Construction Code Section 101.3, exception 4 shall be deleted.
2. 2012 International Green Construction Code Section 301.1.1 shall be deleted.
3. 2012 International Green Construction Code Chapter 6 shall be an optional chapter. The 2012 International Energy Conservation Code shall be used, but not both or portions of both.

Section 4. General Ordinance Provisions

a. Interpretation

In interpreting this ordinance and its application, the provisions of these regulations shall be held to the minimum requirements for the protection of public health, safety and general welfare as determined by the Building Official.

b. Conflict

Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of the code specify different materials, methods of construction or other requirements, the most practical requirement to meet the intent of the code shall govern. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

Section 5. Ordinance Placement.

a. 12-41

Seconded by Councilmember Ayes – All

The motion passed.

2. Approval of Geranium Park Playground Plan

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

Councilmember Juenemann moved to approve the City Manager enter into a contract with Flanagan Sales Inc. in the amount of \$90,000 to purchase and install new playground equipment chosen by the residents at Geranium Park.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

3. Approval of Marshlands Trail Agreements for East Metro Training Facility
a. Hill Murray School
b. Ramsey County

Parks Manager Taylor gave the staff report. Parks and Recreation Director Konewko answered questions of the council.

Councilmember Juenemann moved to approve the Marshland Trail Agreement with Hill Murray School.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

Councilmember Juenemann moved to approve the Marshland Trail Agreement with Ramsey County Parks and Recreation.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

4. Approval of Subsurface Sewage Treatment System – Second Reading

Assistant City Manager/Community Development Director Coleman gave the staff report.

Councilmember Koppen moved to approve the second reading of the Subsurface Sewage Treatment System Ordinance.

ORDINANCE 934
**AN ORDINANCE TO THE MAPLEWOOD MUNICIPAL CODE REGARDING
 SUBSURFACE SEWAGE TREATMENT SYSTEMS**

The Maplewood City Council approves the following addition to the Maplewood Code of Ordinances. This ordinance replaces Chapter 40, Article II, Division 5 (Individual Sanitary Sewer Systems) in its entirety.

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Sec. 40-161. - INTRODUCTION

This is an Ordinance authorizing and providing for sewage treatment and soil dispersal in unsewered areas of the City. It establishes:

1. Minimum standards for and regulation of Individual Sewage Treatment Systems (ISTS) and mid-sized Subsurface Sewage Treatment Systems (MSTS) (collectively referred to as SSTS) in unsewered areas of the City of Maplewood incorporating by reference minimum standards established by Minnesota statutes and administrative rules of the Minnesota Pollution Control Agency (MPCA),
2. Requirements for issuing permits for installation, alteration, repair or expansion of SSTS,
3. Requirements for all SSTS permitted under the revised Minnesota Rules, Chapters 7080 and 7081 to be operated under an approved management plan,
4. Standards for upgrade, repair, replacement, or abandonment of SSTS,
5. Penalties for failure to comply with these provisions,
6. Provisions for enforcement of these requirements, and
7. Standards which promote the health, safety and welfare of the public as reflected in Minnesota Statutes, Sections 115.55, 145A.05, the City Comprehensive Plan and the City Zoning Ordinance.

Sec. 40-162. - TITLE, PURPOSE AND INTENT

(a) Title

The City ordains Division 5 of the City Code the “City of Maplewood Subsurface Sewage Treatment System (SSTS) Ordinance.”

(b) Purpose

The purpose of this Ordinance is to establish minimum requirements for regulation of ISTS and MSTS for the treatment and dispersal of sewage within the applicable jurisdiction of the City to protect public health and safety, groundwater quality, and prevent or eliminate the development of public nuisances. It is intended to serve the best interests of the City’s citizens by protecting its health, safety, general welfare, and natural resources.

(c) Intent

It is intended by the City that this Ordinance will promote the following:

- (1) The protection of lakes, rivers and streams, wetlands, and groundwater in the City of Maplewood essential to the promotion of public health, safety, welfare, socioeconomic growth and development of the City.
- (2) The regulation of proper SSTS construction, reconstruction, repair and maintenance to prevent the entry and migration of contaminants, thereby protecting against the degradation of surface water and groundwater quality.
- (3) The establishment of minimum standards for SSTS placement, design, construction, reconstruction, repair and maintenance to prevent contamination and, if contamination is discovered, the identification and control of its consequences and the abatement of its source and migration.
- (4) The appropriate utilization of privy vaults and other non-water carried sewage collection and storage facilities.
- (5) The provision of technical assistance and education, plan review, inspections, SSTS surveys and complaint investigations to prevent or control water-borne diseases, lake degradation, groundwater related hazards, and public nuisance conditions.

Sec. 40-163. - AUTHORITY

This Ordinance is adopted pursuant to Minnesota Statutes, Section 115.55; Minnesota Statutes, Section 145A.05; or successor statutes, and Minnesota Rules, Chapter 7080, Chapter 7081, Chapter 7082, or successor rules.

Sec. 40-164. - EFFECTIVE DATE

The provisions set forth in this Ordinance shall become effective on September 23, 2013.

Sec. 40.165. - 40.195. - RESERVED

Sec. 40-196. - DEFINITIONS

The following words and phrases shall have the meanings ascribed to them in this Section. If not specifically defined in this Section, terms used in this Ordinance shall have the same meaning as provided in the standards adopted by reference. Words or phrases that are not defined here or in the standards adopted by reference shall have common usage meaning. For purposes of this Ordinance, the words “must” and “shall” are mandatory and the words “may” and “should” are permissive.

Authorized Representative: An employee or agent of the City of Maplewood.

Class V Injection Well: A shallow well used to place a variety of fluids directly below the land surface, which includes a domestic SSTS serving more than twenty (20) people. The U.S. Environmental Protection Agency and delegated state groundwater programs permit these wells to inject wastes below the ground surface provided they meet certain requirements and do not endanger underground sources of drinking water. Class V motor vehicle waste disposal wells and large-capacity cesspools are specifically prohibited (see 40 CFR Parts 144 & 146).

Cluster System: A SSTS under some form of common ownership that collects wastewater

from two or more dwellings or buildings and conveys it to a treatment and dispersal system located on an acceptable site near the dwellings or buildings.

City: City of Maplewood, Minnesota.

City Council: The City of Maplewood City Council.

City Manager: The City Manager of the City of Maplewood, Minnesota.

Department: The City of Maplewood Department designated by the City Manager to administer SSTS.

Design Flow: The daily volume of wastewater for which a SSTS is designed to treat and discharge.

Flood Plain: The channel or beds proper and the areas adjoining a wetland, watercourse or lake which a regional flood may have or could hereafter cover. Floodplain areas within the City shall include all areas shown as zone A or zone AE on the flood insurance rate map. Refer to the City Floodplain Ordinance for further definitions.

Failure to Protect Groundwater: At a minimum, a SSTS that does not protect groundwater is considered to be a seepage pit, cesspool, drywell, leaching pit, or other pit; a SSTS with less than the required vertical separation distance, described in Minnesota Rules, Chapter 7080.1500 Subp. 4 D and E; and a system not abandoned in accordance with Chapter 7080.2500. The determination of the threat to groundwater for other conditions must be made by a Qualified Employee or an individual licensed pursuant to Section 40-237 hereof.

Imminent Threat to Public Health and Safety: At a minimum a SSTS with a discharge of sewage or sewage effluent to the ground surface, drainage systems, ditches, storm water drains, or directly to surface water; SSTS that cause a reoccurring sewage backup into a dwelling or other establishment; SSTS with electrical hazards; or sewage tanks with unsecured, damaged, or weak maintenance access covers. The determination of protectiveness for other conditions must be made by a Qualified Employee or a SSTS inspection business licensed pursuant to Section 5 hereof.

ISTS: An individual sewage treatment system having a design flow of no more than 5,000 gallons per day.

Industrial Waste: Sewage containing waste from activities other than sanitary waste from industrial activities including, but not limited to, the following uses defined under the Standard Industrial Classification (SIC) Codes established by the U.S. Office of Management and Budget.

SIC CODE(S)	INDUSTRY CATEGORY
753-7549	Automotive Repairs and Services
7231,7241	Beauty Shops, Barber Shops

7211-7219	Laundry Cleaning and Garment Services
4011-4581	Transportation (Maintenance only)
8062-8069	Hospitals
2000-3999	Manufacturing
2000-2099	Food Products
2100-2199	Tobacco Products
2400-2499	Lumber and Wood Products, except Furniture
2500-2599	Furniture and Fixtures
2600-2699	Paper and Allied Products
2700-2799	Printing, Publishing, and Allied Industries
2800-2899	Chemicals and Allied Products
2900-2999	Petroleum Refining and Related Industries
3000-3099	Rubber and Miscellaneous Plastics
3100-3199	Leather Tanning and Finishing
3000-3099	Rubber and Miscellaneous Plastics
3100-3199	Leather Tanning and Finishing
3200-3299	Stone, Clay, Glass, and Concrete Products
3300-3399	Primary Metal Industries
3400-3499	Fabricated Metal Products (except Machinery, and Transportation Equipment)
3500-3599	Industrial and Commercial Machinery and Computer Equipment
3700-3799	Transportation Equipment
3800-3899	Measuring, Analyzing, and Controlling Instruments; Photographic, Medical and Optical Goods; Watches and Clocks
3900-3999	Miscellaneous Manufacturing Industries

Malfunction: The partial or complete loss of function of a SSTS component, which requires a corrective action to restore its intended function.

Management Plan: A plan that describes necessary and recommended routine operational and maintenance requirements, periodic examination, adjustment, and testing, and the frequency of each to ensure system performance meets the treatment expectations, including a planned course of action to prevent an illegal discharge.

MDH: Minnesota Department of Health

Minor Repair: The repair or replacement of an existing damaged or faulty component/part of a SSTS that will return the SSTS to its operable condition. The repair shall not alter the original area, dimensions, design, specifications or concept of the SSTS.

MSTS: A “midsized subsurface sewage treatment system” under single ownership that receives sewage from dwellings or other establishments having a design flow of more than 5,000 gallons per day to a maximum of 10,000 gallons per day.

Notice of Noncompliance: A written document issued by the Department notifying a system owner that the owner’s onsite/cluster treatment system has been observed to be noncompliant with the requirements of this Ordinance.

MPCA: Minnesota Pollution Control Agency.

Qualified Employee: An employee of the state or a local unit of government, who performs site evaluations or designs, installs, maintains, pumps, or inspects SSTS as part of the individual’s employment duties and is registered on the SSTS professional register verifying specialty area endorsements applicable to the work being conducted.

Record Drawings: A set of drawings which to the fullest extent possible document the final in-place location, size, and type of all SSTS components including the results of any materials testing performed and a description of conditions during construction of the system.

Sewage: Waste from toilets, bathing, laundry, or culinary activities or operations or floor drains associated with these sources, including household cleaners and other constituents in amounts normally used for domestic purposes.

SSTS: Subsurface sewage treatment system Including an ISTS or MSTS.

State: The State of Minnesota.

Treatment Level: Treatment system performance levels defined in Minnesota Rules, Chapter 7083.4030, Table III for testing of proprietary treatment products, which include the following:

Level A: cBOD₅ < 15 mg/L; TSS < 15 mg/L; fecal coliforms < 1,000/100 mL.

Level A-2: cBOD₅ < 15 mg/L; TSS < 15 mg/L; fecal coliforms N/A

Level B: cBOD₅ ≤ 25 mg/L; TSS ≤ 30 mg/L; fecal coliforms ≤ 10,000/100 mL.

Level B-2: cBOD₅ ≤ 25 mg/L; TSS ≤ 30 mg/L; fecal coliforms N/A

Level C: cBOD₅ ≤ 125 mg/L; TSS ≤ 80 mg/L; fecal coliforms N/A.

Type I System: An ISTS that follows a standard trench, bed, at-grade, mound, or graywater system design in accordance with MPCA rules, Minnesota Rules, Chapter 7080.2200 through 7080.2240.

Type II System: An ISTS on a lot located in a floodplain, a privy or a holding tank.

Type III System: A custom designed ISTS having acceptable flow restriction devices to allow its use on a lot that cannot accommodate a standard Type I soil treatment and dispersal system.

Type IV System: An ISTS, having an approved pretreatment device and incorporating pressure distribution and dosing, that is capable of providing suitable treatment for use where the separation distance to a shallow saturated zone is less than the minimum allowed.

Type V System: An ISTS, which is a custom engineered design to accommodate the site taking into account pretreatment effluent quality, loading rates, loading methods, groundwater mounding, and other soil and other relevant soil, site, and wastewater characteristics such that groundwater contamination by viable fecal organisms is prevented.

Unsewered Area: Any area within the City not served by a municipal sanitary sewer collection system permitted by the MPCA.

Sec. 40-197. - SCOPE

This Ordinance regulates the siting, design, installation, alterations, operation, maintenance, monitoring, and management of all SSTS within the City's applicable jurisdiction including, but not necessarily limited to individual SSTS and cluster or community SSTS, privy vaults, and other non-water carried SSTS. All sewage generated in unsewered areas of the City shall be treated and dispersed by an approved SSTS that is sited, designed, installed, operated, and maintained in accordance with the provisions of this Ordinance or connected to municipal sanitary sewer when it is available in accordance with the City Sanitary Sewer Ordinance. The City Engineer, or his or her designee, shall determine if municipal sanitary sewer is available.

Sec. 40-198. - JURISDICTION

The jurisdiction of this Ordinance shall include all property within the City limits.

Sec. 40-199. - ADMINISTRATION

(a) CITY ADMINISTRATION

The Department shall administer the SSTS program and all provisions of this Ordinance. At appropriate times, the City shall review or revise or update this Ordinance as necessary. The City shall employ or retain under contract qualified and appropriately licensed professionals to administer and operate the SSTS program.

(b) STATE OF MINNESOTA

Where a single SSTS or group of SSTS under single ownership within one-half mile of each other, have a design flow greater than 10,000 gallons per day, the owner or owners shall make application for and obtain a State Disposal System permit from the MPCA. For any SSTS that has a measured daily flow for a consecutive seven-day period which equals or exceeds 10,000 gallons per day, a State Disposal System permit is required. SSTS serving establishments or facilities licensed or otherwise regulated by the State shall conform to the requirements of this Ordinance.

Sec. 40-200. - LIABILITY

Any liability or responsibility shall not be imposed upon the City or any of its officials, employees, or other contract agent, its employees, agents or servants thereof for damage resulting from the defective construction, operation, or abandonment of any SSTS regulated under this rule by reason of standards, requirements, or inspections authorized hereunder.

Sec. 40-201. - MEASUREMENT OF DISTANCES

Unless otherwise specified in this division, all distances shall be measured horizontally.

Sec. 40-201. - INTERPRETATION OF CERTAIN ITEMS

For the purposes of this division, certain terms or words used shall be interpreted as follows: The words “shall” and “must” are mandatory; the words “should” and “may” are permissive.

Sec. 40-203. - 40-232 - RESERVED

Sec. 40-197. - RETROACTIVITY

(a) All SSTS

Except as explicitly set forth in Section 40-233(b), all provisions of this Ordinance shall apply to any SSTS regardless of the date it was originally permitted.

(b) Existing Permits

Unexpired permits which were issued prior to the effective date shall remain valid under the terms and conditions of the original permit until the original expiration date or until a change in system ownership whichever is earlier.

(c) Two Soil Treatment and Dispersal Areas

All lots created after January 23, 1996 must have a minimum of two soil treatment and dispersal areas that can support trenches, seepage beds, mounds, and at-grade systems as described in Minnesota Rules, Chapters 7080.2200 through 7080.2230 or site conditions described in Chapter 7081.0270, Subp. 3 through 7. If an additional soil treatment and dispersal area is available on lots created on or before January 23, 1996, it shall be identified in the site evaluation.

(d) Existing SSTS without Permits

Existing SSTS with no permits of record shall require a permit and be brought into compliance with the requirements of this Ordinance regardless of the date they were originally constructed.

Sec. 40-234. - UPGRADE, REPAIR, REPLACEMENT, AND ABANDONMENT

(a) SSTS Capacity Expansions

Expansion of an existing SSTS must include any system upgrades that are necessary to bring the entire system into compliance with the prevailing provisions of this Ordinance at the time of the expansion.

(b) Bedroom Additions

A compliance inspection is required prior to issuance of a permit for a bedroom addition. If the system is found to be non-compliant, the owner shall upgrade, repair, or replace the existing system prior to issuance of the permit for the bedroom addition.

(c) Failure to Protect Groundwater

A SSTS that is determined not to be protective of groundwater in accordance with Minnesota Rules, Chapter 7080.1500, Subp.4.B shall be upgraded, repaired, replaced or abandoned by the owner in accordance with the provisions of this Ordinance within three (3) months of receipt of a Notice of Noncompliance. If the Department determines that extenuating circumstances exist, this timeframe may be extended to eighteen (18) months from receipt of a Notice of Noncompliance.

(d) Imminent Threat to Public Health or Safety

A SSTS that is determined to be an imminent threat to public health or safety in accordance with Minnesota Rules, Chapter 7080.1500, Subp.4A shall be upgraded, repaired, replaced or abandoned by the owner in accordance with the provisions of this Ordinance within three (3) months of receipt of a Notice of Noncompliance. If the Department determines that extenuating circumstances exist, this timeframe may be extended to ten (10) months from receipt of a Notice of Noncompliance.

(e) Abandonment

Any SSTS, or any component thereof, which is no longer intended to be used, must be abandoned in accordance with Minnesota Rules, Chapter 7080.2500.

Sec. 40-235. - SSTS IN FLOODPLAINS

SSTS shall not be located in a floodplain.

Sec. 40-236. - CLASS V INJECTION WELLS

All owners of new or replacement SSTS that are considered to be Class V injection wells, as defined in the Code of Federal Regulations (CFR), Title 40, Part 144, are required by the Federal Government to submit SSTS inventory information to the Environmental Protection Agency as described in CFR40, Part 144. Further, owners are required to identify all Class V injection wells in property transfer disclosures.

Sec. 40-237. - SSTS PRACTITIONER LICENSING

No person shall engage in site evaluation, inspection, design, installation, construction, alteration, extension, repair, maintenance, or pumping of SSTS without an appropriate and valid license issued by MPCA in accordance with Minnesota Rules, Chapter 7083 except as exempted in 7083.0700.

Sec. 40-238. - PROHIBITIONS**(a) Occupancy or Use of a Building without a Compliant SSTS**

It is unlawful for any person to maintain, occupy, or use any building intended for habitation in an unsewered area that is not provided with a wastewater treatment system that disposes of wastewater in a manner that complies with the provisions of this Ordinance.

(b) Sewage Discharge to Ground Surface or Surface Water

It is unlawful for any person to construct, maintain, or use any SSTS system regulated under this Ordinance that results in raw or partially treated wastewater seeping to the ground surface or flowing into any surface water. Any surface discharging system must be permitted under the National Pollutant Discharge Elimination System program by the MPCA.

(c) Sewage Discharge to a Well or Boring

It is unlawful for any person to discharge raw or treated wastewater into any well or boring as described in Minnesota Rules, Chapter 4725.2050, or any other excavation in the ground that is not in compliance with this Ordinance.

(d) Discharge of Hazardous or Deleterious Materials

It is unlawful for any person to discharge into any treatment system regulated under this Ordinance any Industrial Waste, or hazardous or deleterious material that adversely affects the treatment or dispersal performance of the system or groundwater quality.

Sec. 40-239. - 40-269 - RESERVED

Sec. 40-270. - STANDARDS ADOPTED BY REFERENCE

The City hereby adopts by reference Minnesota Rules, Chapters 7080 and 7081 in their entirety as now constituted and from time to time amended. This adoption does not supersede the City's right or ability to adopt local standards that are in compliance with Minnesota Statute 115.55.

Sec. 40-271. - AMENDMENTS TO THE ADOPTED STANDARDS

(a) Determination of Hydraulic Loading Rate and SSTS Sizing

Table IX from Minnesota Rules, Chapter 7080.2150, Subp. 3(E) entitled "Loading Rates for Determining Bottom Absorption Area for Trenches and Seepage Beds for Effluent Treatment Level C and Absorption Ratios for Determining Mound Absorption Areas Using Detail Soil Descriptions" and herein adopted by reference shall be used to determine the hydraulic loading rate and infiltration area for all SSTS permitted under this Ordinance.

(b) Compliance Criteria for Existing SSTS

SSTS built after March 31, 1996 or existing SSTS located in a Shoreland area, existing wellhead Protection area, or serving a food, beverage, or lodging establishment as defined under Minnesota Rules, Chapter 7080.1100, Subp. 84 shall have a three-foot vertical separation between the bottom soil infiltrative surface and the periodically saturated soil and/or bedrock. Existing systems that have no more than a fifteen (15) percent reduction in this separation distance (a separation distance no less than 30.6 inches) to account for settling of sand or soil, normal variation of separation distance measurements and interpretation of limiting layer characteristics may be considered compliant under this

Ordinance. The vertical separation measurement shall be made outside the area of system influence but in an area of similar soil. Minnesota Rules, Chapter 7080.1500, Subp.4.

(c) Holding Tanks

Sewage holding tanks may be considered for installation on previously developed sites, as a temporary method for periods of up to one (1) year, during which time measures are being taken to provide municipal sewer service or the installation of an approved system as provided in this Ordinance. Holding tanks may be considered on a permanent basis for nonresidential, low -water use establishments generating less than one hundred fifty (150) gallons per day of waste, subject to approval by the department and the issuance of a certificate of compliance. Holding tanks may also be considered for floor drains for vehicle parking areas and existing facilities potentially generating hazardous waste.

(d) Setbacks

The following setback requirements are in addition to the setbacks required in Table VII in Minnesota Rules Chapter 7080.2150.F:

Table VII: Minimum setback distances (feet)		
Feature	Sewage tank, holding tank, or sealed privy	Absorption area or unsealed privy
Above-ground swimming pools	10	10
In-ground swimming pools	10	20
Shoreland Blufflines (18% slope)	20	20

The following setback requirements are in addition to the setbacks required in Table II Minnesota Rules Chapter 7081.0270 Subpart 2:

Table II: Minimum setback distances (feet)		
Feature	Sewage tank, holding tank, or sealed privy	Absorption area or unsealed privy
Above-ground swimming pools	10	10
In-ground swimming pools	10	20
Shoreland Blufflines (18% slope)	20	20

Variations to building setbacks included in Minnesota Rules, Chapter 7080 and 7081 may only be considered through the normal City variance process. Variations to shoreland setbacks may be considered through the Shoreland Ordinance. Variations to well and water line setbacks are governed by the MDH.

(e) Licensed Professional Engineer Required

The design of SSTS regulated under Minnesota Rules, Chapter 7081 shall be completed by a licensed Minnesota Professional Engineer, who is also licensed by the MPCA as an Advanced Designer.

Sec. 40-272. - VARIANCE REQUESTS

A property owner may request a variance from the standards as specified in this Ordinance pursuant to the requirements provided in Minnesota State Statutes. The City shall consider the requirements of Minnesota Rules Chapter 7082.0300, subp. 2 and 3 when considering such variations. Variations that pertain to the standards and requirements of the State of Minnesota must be approved by the affected State Agency pursuant to the requirements of the State Agency.

Sec. 40-273. - PERMIT REQUIRED

It is unlawful for any person to construct, install, modify, replace, or operate a SSTS without the appropriate permit from the Department. The issuing of any permit, variance, or conditional use under the provisions of this Ordinance shall not absolve the applicant of responsibility to obtain any other required permit.

Sec. 40-274. - CONSTRUCTION PERMIT

A construction permit shall be obtained by the property owner or an agent of the property owner from the Department prior to the installation, construction, replacement, modification, alteration, repair, or capacity expansion of a SSTS. The purpose of this permit is to ensure that the proposed construction activity is sited, designed, and constructed in accordance with the provisions of this Ordinance by appropriately certified and/or licensed practitioner(s).

(a) Activities Requiring a Construction Permit

A construction permit is required for installation of a new SSTS, for replacement of an existing SSTS, or for any repair or replacement of components that will alter the original function of the system, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function.

(b) Activities Not Requiring a Permit

A construction permit is not required for minor repairs or replacements of system components that do not alter the original function of the system, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function.

(c) Construction Permit Required to Obtain Building Permit

For any property on which a SSTS permit is required, approval and issuance of a valid SSTS Construction Permit must be obtained before a building or land use permit may be issued by the Department.

(d) Conformance to Prevailing Requirements

Any activity involving an existing system that requires a Construction Permit shall require that the entire system be brought into compliance with this Ordinance.

(e) Permit Application Requirements

Construction Permit applications shall be made on forms provided by the Department and signed by the applicant and an appropriately certified practitioner including the practitioner's certification number and date of expiration. The applications shall include the documents listed in items 1 through 8 below.

- (1) The correct address and legal description of the property where the proposed work is to take place.
- (2) The name and contact information (mailing address, telephone number, and e-mail address) of the property owner.
- (3) The name, contact information, and MPCA License Number of the SSTS Designer responsible for the system design.
- (4) Site Evaluation Report as described in Minnesota Rules, Chapter 7080.1730 and on the Department's permit application.
- (5) Design Report as described in Minnesota Rules, Chapter 7080.2430 and on the Department's permit application.
- (6) Building Plans for the existing and proposed system.
- (7) Management Plan as described in Minnesota Rules, Chapter 7082.0600.
- (8) Permit fee.

(f) Application Review and Response

The Department shall review a permit application and supporting documents. Upon satisfaction that the proposed work will conform to the provisions of this Ordinance, the Department shall issue a written permit authorizing construction of the SSTS as designed. In the event the applicant makes a significant change to the approved application, the applicant must contact the Department prior to initiating or continuing construction, modification, or operation to determine whether an amended application will be necessary, as determined by the Department. If determined necessary, the applicant shall file an amended application detailing the changed conditions for approval prior to initiating or continuing construction, modification, or operation for approval or denial. If the permit application is incomplete or does not meet the requirements of this Ordinance the Department shall deny the application. A notice of denial shall be provided to the applicant, which must state the reason for the denial.

(g) Permit Expiration

The Construction Permit is valid for a period of no more than one year from its date of issue. Satisfactory completion of construction shall be determined by receipt of final record drawings and a signed certification that the construction or installation of the system was completed in reasonable conformance with the approved design documents by a qualified employee of the Department or a licensed inspection business, which is authorized by the Department and independent of the owner and the SSTS installer.

(h) Extensions and Renewals

The Department may grant an extension of the Construction Permit if the construction has commenced prior to the original expiration date of the permit. The permit may be extended for a period of no more than six (6) months.

(i) Transferability

A Construction Permit shall not be transferred to a new owner. The new owner must apply for a new Construction Permit in accordance with this section.

(j) Suspension or Revocation

The Department may suspend or revoke a Construction Permit issued under this section for any false statements, misrepresentations of facts on which the Construction Permit was issued, or unauthorized changes to the system design that alter the original function of the system as determined by the Department, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function. A notice of suspension or revocation and the reasons for the suspension or revocation shall be conveyed in writing to the permit holder. If suspended or revoked, installation or modification of a treatment system may not commence or continue until a valid Construction Permit is obtained.

(k) Posting

The Construction Permit shall be posted on the property in such a location and manner so that the permit is visible and available for inspection until construction is completed and certified.

Sec. 40-275. - OPERATING PERMIT**(a) SSTS Requiring an Operating Permit**

An Operating Permit shall be required of all owners of new holding tanks, Type IV Systems, Type V Systems, MSTs, or any other system deemed by the Department to require operational oversight. Sewage shall not be discharged to these systems until the Department certifies that the system was installed in substantial conformance with the approved plans, receives the final record drawings of the system, and a valid Operating Permit is issued to the owner.

(b) Permit Application Requirements

- (1) Application for an Operating Permit shall be made on a form provided by the Department including:
 - a. Owner name, mailing address, telephone, and email address
 - b. Construction Permit reference number and date of issue
 - c. Final record drawings of the treatment system
 - d. Owners of holding tanks must submit a copy of a valid executed monitoring and disposal contract with a licensed maintenance business
- (2) Owners of holding tanks shall provide to the Department a copy of a valid monitoring and disposal contract executed between the owner and a licensed maintenance business, which guarantees the removal of the holding tank contents in a timely manner that prevents an illegal discharge in accordance with Minnesota Rules, Chapter 7082.0100, Subp. 3G. This requirement is waived if the owner is a farmer who is exempt from licensing under Minnesota Statutes, section 115.56, subdivision 3, paragraph (b), clause (3).
- (3) All SSTS existing prior to the effective date of this Ordinance shall require an operating permit upon transfer of ownership, replacement, any modification or expansion that requires a permit, or following any SSTS enforcement action.

(c) Department Response

The Department shall review the record drawings, operation and maintenance manual, management plan, maintenance and servicing contract, and any other pertinent documents as appropriate for accuracy and completeness. If any deficiencies are identified, the operating permit shall be denied until the deficiencies are corrected to the satisfaction of the Department.

(d) Operating Permit Terms and Conditions

The Operating Permit shall include the following:

- (1) System performance requirements
- (2) System operating requirements
- (3) Monitoring locations, procedures and recording requirements
- (4) Maintenance requirements and schedules
- (5) Compliance limits and boundaries
- (6) Reporting requirements
- (7) Department notification requirements for non-compliant conditions
- (8) Valid contract between the owner and a licensed maintenance business

- (9) Disclosure, location and condition of acceptable soil treatment and dispersal system site
- (10) Descriptions of acceptable and prohibited discharges

(e) Permit Expiration and Renewal

- (1) Operating Permits shall be valid for the specific term stated on the permit as determined by the Department.
- (2) An Operating Permit must be renewed prior to its expiration. If not renewed, the Department may require the system to be removed from service or operated as a holding tank until the permit is renewed. If not renewed within ninety (90) calendar days of the expiration date, the City may require that the system be abandoned in accordance with Section 40-277.
- (3) Application shall be made on a form provided by the Department including:
 - a. Applicant name, mailing address, telephone number, and e-mail address.
 - b. Reference number of previous owner's operating permit.
 - c. Any and all outstanding Compliance Monitoring Reports as required by the Operating Permit.
 - d. Certified treatment system inspection signed and/or sealed by a certified designer, maintenance contractor, or operator at the discretion of the City.
 - e. Any revisions made to the operation and maintenance manual.
 - f. Payment of application review fee as determined by the City.

(f) Amendments to Existing Permits not Allowed

The City may not amend an existing permit to reflect changes in this Ordinance until the permit term has expired and is renewed, unless an amendment is necessary to eliminate an imminent threat to public health or safety.

(g) Transfers

The Operating Permit may not be transferred. A new owner shall apply for an Operating Permit in accordance with Section 40-275 of this Ordinance. The Department shall not terminate the current permit until sixty (60) calendar days after the date of sale unless an imminent threat to public health and safety exists. To consider the new owner's application, the Department may require a performance inspection of the treatment system certified by a licensed inspector or qualified employee.

(h) Suspension or Revocation

- (1) The Department may suspend or revoke any operating permit issued under this section for any false statements or misrepresentations of facts on which the Operating Permit was issued.

- (2) Notice of suspension revocation and the reasons for revocation shall be conveyed in writing to the owner.
- (3) If suspended or revoked, the Department may require that the treatment system be removed from service, operated as a holding tank, or abandoned in accordance with Section 40-276.
- (4) At the Department's discretion, the operating permit may be reinstated or renewed upon the owner taking appropriate corrective actions.

(i) Compliance Monitoring

- (1) Performance monitoring of a SSTS shall be performed by a licensed inspection business or licensed service provider hired by the holder of the operating permit in accordance with the monitoring frequency and parameters stipulated in the permit.
- (2) A monitoring report shall be prepared and certified by the licensed inspection business or licensed service provider. The report shall be submitted to the Department on a form provided by the Department on or before the compliance reporting date stipulated in the operating permit. The report shall contain a description of all maintenance and servicing activities performed since the last compliance monitoring report as described below:
 - a. Owner name, mailing address, telephone number, and e-mail address.
 - b. Operating Permit number
 - c. Average daily flow since last compliance monitoring report
 - d. Description of type of maintenance and date performed
 - e. Description of samples taken (if required), analytical laboratory used, and results of analyses
 - f. Problems noted with the system and actions proposed or taken to correct them
 - g. Name, signature, license and license number of the licensed professional who performed the work

Sec. 40-276. - ABANDONMENT CERTIFICATION

(a) Purpose

The purpose of the System Abandonment Certification is to ensure that a treatment system no longer in service is abandoned within a reasonable time following decommissioning and in a manner that protects public health, safety and water quality. It also terminates all permits associated with the system.

(b) Abandonment Requirements

- (1) Whenever the use of a SSTS or any system component is discontinued as the result of a system repair, modification, replacement or decommissioning following

connection to a municipal or private sanitary sewer, or condemnation or demolition of a building served by the system, further use of the system or any system component for any purpose under this Ordinance shall be prohibited.

- (2) Continued use of a treatment tank where the tank is to become an integral part of a replacement system or a sanitary sewer system requires the prior written approval of the Department.
- (3) An owner of a SSTS must retain a licensed installation business to abandon all components of the treatment system within sixty (60) calendar days of discontinued use. Abandonment shall be completed in accordance with Minnesota Rules, Chapter 7080.2500. No prior notification to the Department of an owner's intent to abandon a system is necessary.
- (4) A report of abandonment certified by the licensed installation business shall be submitted to the Department. The report shall include:
 - a. Owner's name, mailing address, telephone number, and e-mail address.
 - b. Property address
 - c. System construction permit and operating permit
 - d. The reason(s) for abandonment
 - e. A brief description of the abandonment methods used, description of the system components removed or abandoned in place, and disposition of any materials or residuals.

(c) Abandonment Certificate

Upon receipt of an abandonment report and its determination that the SSTS has been abandoned according to the requirements of this Ordinance, the Department shall issue an abandonment certificate. If the abandonment is not completed according the requirements of this Ordinance the City shall notify the owner of the SSTS of the deficiencies, which shall be corrected within thirty (30) calendar days of the notice.

Sec. 40-277. - MANAGEMENT PLANS

(a) Purpose

The purpose of management plans is to describe how a particular SSTS is intended to be operated and maintained to sustain the performance required. The plan is to be provided by the certified designer to the system owner when the treatment system is commissioned.

(b) Management Plan Requirements

Management plans are required for all new or replacement SSTS. The management plan shall be submitted to the Department with the construction permit application for review and approval. The Department shall be notified of any system modifications made during construction and the management plan revised and resubmitted at the time of final construction certification

(c) Required Contents of a Management Plan

Management plans shall include:

- (1) Operating requirements describing tasks that the owner can perform and tasks that a licensed service provider or maintainer must perform;
- (2) Monitoring requirements;
- (3) Maintenance requirements including maintenance procedures and a schedule for routine maintenance;
- (4) Statement that the owner is required to notify the Department when the management plan requirements are not being met;
- (5) Disclosure of the location and condition of the additional soil treatment and dispersal area on the owner's property or a property serving the owner's residence;
- (6) A description of the system and each component;
- (7) A description of how the system functions;
- (8) A site plan of the system;
- (9) Equipment specifications;
- (10) Emergency operating procedures in the event of a malfunction;
- (11) A troubleshooting guide

(d) Requirements for Systems not Operated Under a Management Plan

SSTS that are not operated under a management plan or operating permit must have treatment tanks inspected and provide for the removal of solids if needed every three years. Solids must be removed when their accumulation meets the limit described in Minnesota Rules, Chapter 7080.2450. System owners shall be required to submit a MPCA Septic Tank Maintenance Reporting Form to the Department every three (3) years.

Sec. 40-278. - 40-309 - RESERVED

Sec. 40-310. - COMPLIANCE INSPECTION PROGRAM

(a) Department Responsibility

It is the responsibility of the Department, or its agent, to perform various SSTS compliance inspections periodically to assure that the requirements of this Ordinance are met.

- (1) SSTS compliance inspections must be performed:
 - a. To ensure compliance with applicable requirements;

- b. To ensure system compliance before issuance of a permit for addition of a bedroom unless the permit application is made during the period of November 1 to April 30, provided a compliance inspection is performed before the following June 1 and the applicant submits a Certificate of Compliance by the following September 30;
 - c. For all new SSTS construction or replacement;
 - d. For an evaluation, investigation, inspection, recommendation, or other process used to prepare a disclosure statement if conducted by a party who is not the SSTS owner. Such an inspection constitutes a compliance inspection and shall be conducted in accordance with Minnesota Rules, Chapter 7082.0700 using the SSTS inspection report forms provided by MPCA.
- (2) All compliance inspections must be performed and signed by licensed inspection businesses or qualified employees certified as inspectors.
 - (3) The Department shall be given access to enter a property at any reasonable time to inspect and/or monitor the SSTS system. As used in this paragraph, "property" does not include a residence or private building. The Department shall notify the owner of the Department's intent to inspect the SSTS least two (2) days in advance of the intended inspection.
 - (4) No person shall hinder or otherwise interfere with the Department's employees in the performance of their duties and responsibilities pursuant to this Ordinance. Refusal to allow reasonable access to the property by the Department shall be deemed a separate and distinct offense.

(b) New Construction or Replacement

- (1) Compliance inspections must be performed on new or replacement SSTS to determine compliance with Minnesota Rules, Chapters 7080 or 7081.
- (2) It is the responsibility of the SSTS owner or the owner's agent to notify the Department two (2) calendar days prior to any permitted work on the SSTS.
- (3) Installation inspections shall be made at each installation, prior to any work having been covered by backfill. Work that is backfilled prior to the required inspection may be ordered to be uncovered whenever necessary to determine compliance.
- (4) The licensed installer shall be responsible for notifying the department a minimum of twenty four (24) hours before the time the work is ready for inspection or reinspection.
- (5) When, upon inspection, any part of the system is determined not to be in compliance with this division, written notice shall be provided by the Department indicating the deficiency and the required corrections.
- (6) Noted deficiencies shall be properly corrected and reinspected before any other work on the project is continued.

- (7) SSTS found not to be in compliance with Minnesota Rules, Chapter 7080.1500, Subp. 4A or Chapter 7081.0080, Subp. 3 must be repaired or replaced within ten (10) months.
- (8) No system shall be placed or replaced in service until final inspection and approval of the installation.
- (9) The contractor, upon completion of the installation, shall file with the department as-built drawings indicating the location of system components dimensioned from a permanent reference point.
- (10) A minimum of three construction inspections are required for mounds in accordance with the following:
 - a. When the original soil under the mound has been roughened, but prior to placement of the sand fill. Enough of the proposed sand fill must be present to be viewed.
 - b. After placement of rock and piping but prior to cover.
 - c. Final inspection, when the job is completed.
- (11) SSTS that are determined to have operation or monitoring deficiencies must immediately be maintained, monitored or otherwise managed according to the operating permit.
- (12) A Certificate of Compliance for new SSTS construction or replacement shall be issued by the Department if the Department has reasonable assurance that the system was built in accordance with the applicable requirements as specified in the construction permit.
- (13) The Certificate of Compliance must include a certified statement by the certified inspector or qualified employee who conducted the inspection that the SSTS is or is not in compliance with the Ordinance requirements. If the SSTS is determined not to be in compliance with the applicable requirements, a Notice of Noncompliance must be issued to the owner which includes a statement specifying those Ordinance provisions with which the SSTS does not comply.
- (14) The Certificate of Compliance or Notice of Noncompliance must be submitted to the Department no later than fifteen (15) calendar days after the date the inspection was performed. The Department shall deliver the Certificate of Compliance or Notice of Noncompliance to the owner or the owner's agent within fifteen (15) calendar days of receipt from the certified inspector. No SSTS shall be placed into operation until a valid certificated of compliance has been issued.
- (15) Certificates of Compliance for new construction or replacement shall remain valid for five (5) years from the date of issue unless the Department finds evidence of noncompliance.

(c) Existing Systems

- (1) Compliance inspections shall be required when any of the following conditions occur:
 - a. When a construction permit is required to repair, modify, or upgrade an existing system;
 - b. Any time there is an expansion of use of the building being served by an existing SSTS which may impact the performance of the system;
 - c. Any time there is a change in use of the property being served by an existing SSTS which may impact the performance of the system;
 - d. At any time as required by this Ordinance or the Department deems appropriate such as upon receipt of a complaint or other notice of a system malfunction.
- (2) Compliance inspections of existing SSTS shall be reported on the inspection report forms provided by MPCA. The following conditions must be assessed or verified:
 - a. Water-tightness assessment of all treatment tanks including a leakage report;
 - b. Vertical separation distance between the bottom of the soil treatment and dispersal system and the periodically saturated soil or bedrock including a vertical separation verification report;
 - c. Sewage backup, surface seepage, or surface discharge including a hydraulic function report.
- (3) The Certificate of Compliance must include a certified statement by a Qualified Employee or licensed inspection business, indicating whether the SSTS is in compliance with the Ordinance requirements. If the SSTS is determined not to be in compliance with the applicable requirements, a Notice of Noncompliance must include a statement specifying those Ordinance provisions with which the SSTS does not comply. A construction permit application must be submitted to the Department if the required corrective action is not a minor repair.
- (4) The Certificate of Compliance or Notice of Noncompliance must be submitted to the Department no later than fifteen (15) calendar days after the date the inspection was performed. The Department shall deliver the Certificate of Compliance or Notice of Noncompliance to the owner or the owner's agent within fifteen (15) calendar days of receipt from the licensed inspection business.
- (5) Certificates of Compliance for existing SSTS shall remain valid for three (3) years from the date of issue unless the Department finds evidence of noncompliance.

(d) Periodically Saturated Soil Disagreements

Disputes involving documented discrepancies on the depth of the periodically saturated soil for SSTS design or compliance purposes shall be resolved according to Minnesota Rules, Chapter 7082.0700, subp. 5.

(e) Transfer of Properties

- (1) Whenever a conveyance of land including a structure that is required to have a SSTS occurs, the following requirements shall be met:
- a. A compliance inspection shall have been performed and a Certificate of Compliance shall have been submitted to the Department within three (3) years for SSTS older than five years or within five (5) years if the system is less than five years old, prior to the intended sale or transfer of the property, unless evidence is found identifying the SSTS as an Imminent Threat to Public Health and Safety or Failing to Protect Groundwater.
 - b. The compliance inspection must have been performed by a qualified employee of the Department or a licensed inspection business following procedures described in Section 40-310.
 - c. The seller of the property must disclose in writing information about the status and location of all known SSTS on the property to the buyer on a form acceptable to the Department.
 - d. If the seller fails to provide a Certificate of Compliance, the seller shall provide the buyer sufficient security in the form of an escrow agreement to assure the installation of a compliant SSTS. The security shall be placed in an escrow with a licensed real estate closer, licensed attorney-at-law, or Federal or State chartered financial institution. The amount escrowed shall be equal to one hundred fifty percent (150%) of a written estimate to install a compliant SSTS as provided by a licensed SSTS installer, or the amount escrowed shall be equal to one hundred ten percent (110%) of the written contract price for the installation of a compliant SSTS provided by a licensed SSTS installer. After a compliant SSTS has been installed and a Certificate of Compliance issued, the Department shall provide the escrow agent a copy of the Certificate of Compliance. The escrow may also be used to connect to a municipal sanitary sewer collection system permitted by the MPCA if the Department determines that an extension of the municipal sanitary sewer collection system to serve the property is feasible.
- (2) A Certificate of Compliance is not required if the sale or transfer involves the following circumstances:
- a. The affected tract of land is without buildings or contains no dwellings or other buildings with plumbing fixtures.
 - b. The transfer does not require the filing of a Certificate of Real Estate Value, as described in Minnesota Statutes, Section 272.115, Subdivision 1.
 - c. The transfer is a foreclosure or tax forfeiture.
 - d. The sale or transfer completes a contract for deed or purchase agreement entered into prior to the effective date of this Ordinance. This subsection applies only to the original vendor and vendee on such a contract.
 - e. All dwellings or other buildings are served by a municipal sanitary sewer collection system permitted by the MPCA.

- (3) All property conveyances subject to this ordinance occurring during the period between November 15th and April 15th, when SSTS compliance cannot be determined due to frozen soil conditions, shall require a winter agreement, which includes an application for a SSTS permit and an agreement to complete a compliance inspection by the following June 1st by a licensed inspection business. If upon inspection the SSTS is found to be in compliance, the permit fee will be refunded. If upon inspection the system is found to be non-compliant, an escrow agreement must be established in accordance with paragraph (1) d. above, and a compliant SSTS installed within the timeframe outlined in the Notice of Noncompliance.
- (4) The responsibility for completing the compliance inspection under paragraph (1) a. above, or for upgrading a system found to be non-compliant shall be determined by the buyer and seller. Buyer and seller shall provide the Department with a signed statement indicating responsibility for completion of the compliance inspection and for upgrading a system found to be non-compliant.
- (5) The issuance of permits, Certificates of Compliance, or Notices of Noncompliance shall not be construed to represent a guarantee or warranty of the system's operation or effectiveness. Such permits or certificates only represent that the system has been designed and installed in compliance or non-compliance with the provisions of these standards and regulations.

Sec. 40-311. - 40-341. - RESERVED

Sec. 40-342. - VIOLATIONS

(a) Cause to Issue a Notice of Violation

Any person, firm, agent, or corporation who violates any of the provisions of this Ordinance, or who fails, neglects, or refuses to comply with the provisions of this Ordinance, including violations of conditions and safeguards, or who knowingly makes any material false statement or knowing omission in any document required to be submitted under the provisions hereof, shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable as defined by Minnesota State Statutes. Each day that a violation exists shall constitute a separate offense.

(b) Notice of Violation

The Department shall serve, in person or by mail, a notice of violation to any person determined to be violating provisions of this Ordinance. The notice of violation shall contain:

- (1) A statement documenting the findings of fact determined through observations, inspections, or investigations;
- (2) A list of specific violation(s) of this Ordinance
- (3) Specific requirements for correction or removal of the specified violation(s);
- (4) A mandatory time schedule for correction, removal and compliance with this Ordinance.

(c) Cease and Desist Orders

Cease and desist orders may be issued when the Department has probable cause that an activity regulated by this or any other City Ordinance is being or has been conducted without a permit or in violation of a permit. When work has been stopped by a cease and desist order, the work shall not resume until the reason for the work stoppage has been completely satisfied, any administrative fees paid, and the cease and desist order lifted.

Sec. 40-343. - PROSECUTION

In the event of a violation or threatened violation of this Ordinance, the City may, in addition to other remedies, initiate appropriate civil action or proceedings to prevent, prosecute, restrain, correct or abate such violations or threatened violations and the City Attorney shall have authority to commence such civil action. The Department and City Attorney may take such actions as may be necessary to enforce the provisions of this Ordinance.

Sec. 40-344. - STATE NOTIFICATION OF VIOLATION

In accordance with state law, the Department shall notify the MPCA of any inspection, installation, design, construction, alteration or repair of a SSTS by a licensed/certified person or any septage removal by a licensed pumper that is performed in violation of the provisions of this Ordinance. If there is known contamination of groundwater, the City also may notify the MDH for a possible well advisory.

Sec. 40-345. - COSTS AND REIMBURSEMENTS

If the Department is required to remove or abate an imminent threat to public health or safety, the Department may recover all costs incurred in removal or abatement in a civil action, including legal fees; at the discretion of the City Council, the cost of an enforcement action under this Ordinance may be assessed against the real property on which the public health nuisance was located.

Sec. 40-346. - RECORD KEEPING

The City shall maintain a current record of all permitted systems. The record shall contain all permit applications, issued permits, fees assessed, variance requests, certificates of compliance, notices of noncompliance, enforcement proceedings, site evaluation reports, design reports, record drawings, management plans, maintenance reports, an annual list of all sewage tanks installed in the City sorted by licensed installation businesses, and other records relevant to each system.

Sec. 40-347. - ANNUAL REPORT

The Department shall provide an annual report of SSTS permitting activities to MPCA no later than February 1 for the previous calendar year.

Sec. 40-348. - FEES

From time to time, the City Council shall establish fees for activities undertaken by the Department pursuant to this Ordinance. Fees shall be due and payable at a time and in a manner to be determined by the Department.

Sec. 40-349. - INTERPRETATION

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the City and shall not be deemed a limitation or repeal of any other powers granted by Minnesota Statutes.

Sec. 40-350. - SEVERABILITY

If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this Ordinance shall not be affected and shall remain in full force.

Sec. 40-351. - ABROGATION AND GREATER RESTRICTIONS

It is not intended by this Ordinance to repeal, abrogate, or impair any other existing City Ordinance, easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provisions of this Ordinance shall prevail. All other Ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

Sec. 40-352 - 370 - RESERVED

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

J. NEW BUSINESS

1. **Approval for Improvements at 1830 County Road B East - Police Department Expansion Project Phase 3 - Police Department Portion**
 - a. **Approval of Project & Budget**
 - b. **Approval of Construction Plans**
 - c. **Authorize Receipt of Bids**

IT Director Fowlds gave the staff report and answered questions of the council. Chief Schnell answered questions of the council.

Councilmember Juenemann moved to approve the approve a project as "Improvements at 1830 County Road B East – Police Department Expansion Project Phase 3 – Police Department Portion" not to exceed \$2,750,000 and which will be located at 1830 County Road B East.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

Larry Koch, Project Engineer for the expansion from SEH addressed the council to give comments and answer questions of the council.

Councilmember Juenemann moved to approve the plans for the construction work as prepared by the Project Architect from SEH, Inc.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

Councilmember Juenemann moved to approve the receipt of project bids for said construction work on October 22, 2013 at 2:00 pm according to standard city practice for bid openings.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. Review of 2014 Charitable Gambling Requests

Assistant City Manager/Community Development Director Coleman gave the staff report. City Manager Ahl gave additional information.

The following people addressed to the council to present additional information about their organization's request for charitable gambling tax funds.

1. David Picard, Maplewood Monarchs–Special Olympics Team
2. Kate Whitby, White Bear Area YMCA
3. Barbara Dickie, St. Mary's Health Clinics
4. Tyler Samanski, Boy Scout Troop #197
5. Scott Revoir, Gethsemane Lutheran School

3. Approval of First Reading Amending the Ordinance Regulating Personal Services-Closing Hours and Waiving Second Reading

Citizen Services Director/City Clerk Guilfoile gave the staff report and answered questions of the council.

Councilmember Cave moved to approve the proposed amendment to section 14-1139 to remove restricted hours of operation from Personal Services, Licensed Premises and make the proposed additions to section 14-943, 14-1023 and 14-1109 to continue enforcing restricted hours of operation for Escort Services and Saunas and Bathhouse, and allow licensed Massage Centers to operate on Sunday; It is recommended that the City Council waive the second reading.

ORDINANCE 935

Chapter 14, Article XIII, Division 5 (Licensed Premises)

Sec. 14-1139. Closing hours.

~~No premises licensed under this article shall be open between the hours of 10:00 p.m. and 7:00 a.m. of the following day, and no business shall be operated on Sunday.~~

Chapter 14, Article XIII, Division 2 (Escort Services)

Sec 14-943. Closing hours.

No premises licensed under this article shall be open between the hours of 10:00 p.m. and 7:00 a.m. of the following day, and no business shall be operated on Sunday.

Chapter 14, Article XIII, Division 3 (Saunas and Bathhouses)

Sec 14-1023. Closing hours.

No premises licensed under this article shall be open between the hours of 10:00 p.m. and 7:00 a.m. of the following day, and no business shall be operated on Sunday.

Chapter 14, Article XIII, Division 4 (Massage Centers)

Sec 14-1109. Closing hours.

No premises licensed under this article shall be open between the hours of 9:00 p.m. and 7:00 a.m. of the following day.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

K. AWARD OF BIDS

None

L. VISITOR PRESENTATION

1. Bob Zick, North St. Paul Resident

M. ADMINISTRATIVE PRESENTATIONS

1. Update on Solar Panel Arrays on City Campus

It Director Fowlds gave an update on the Solar Panel Arrays on City Campus. City Manager Ahl provided additional information.

It Director Fowlds also gave an update on the upcoming council chamber technical improvements.

2. Council Calendar Update

City Manager Ahl gave a report on the City Council calendar.

N. COUNCIL PRESENTATIONS

1. Arkwright-Sunrise Project – petition turned in for the public record.

Councilmember Cave turned in a petition for the Arkwright-Sunrise Project for the public record.

2. Recycling Carts

Councilmember Cardinal requested that recycling carts be included on a future agenda for the council to discuss.

3. New K-9 Dog

Councilmember Juenemann requested Chief Schnell to talk about the new K-9 dog the City has received via a grant from the City of St. Paul. Police Chief Schnell informed the council about a grant that was received from the St. Paul Police K-9 Foundation. Brix, the new German-Shepard K-9, is in week two of training and is doing terrific.

O. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 9:07 p.m.

DRAFT

MEMORANDUM

TO: City Council
FROM: Charles Ahl, City Manager
DATE: October 9, 2013
SUBJECT: 3M Companies -- Doug Stang; Information and Photos of Groundbreaking Ceremony for R & D Facility

Introduction/Background

Doug Stang, from 3M Public Affairs, will be presenting information and photos of the Groundbreaking Ceremony for the new R & D Facility.

Budget Impact

None.

Recommendation

No action required.

Attachments

None.

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Michael Martin, AICP, Planner
Melinda Coleman, Assistant City Manager

DATE: October 7, 2013

SUBJECT: Adoption of a Proclamation Declaring the Week of October 20-26, 2013 as Minnesota Manufacturers' Week in the City of Maplewood

- a. Neng Lee, Minnesota Department of Employment and Economic Development (DEED)
- b. Gladstone Window and Door
- c. Truck Utilities
- d. Garden Fresh Farms

Introduction

October 20th through the 26th is Manufacturers' Week in the state of Minnesota. The Minnesota Department of Employment and Economic Development (DEED) has asked the city of Maplewood consider recognizing the manufacturing companies within its borders.

Discussion

The purpose of Minnesota Manufacturers' Week is to encourage communities, local and regional chambers of commerce, trade associations, companies and others to mark the week with special events and recognitions distinguishing the economic importance of this sector. Manufacturing contributes \$37 billion to Minnesota's economy each year, and produces the largest share of the state's gross domestic product. U.S. Census data shows that there are 63 manufacturing companies within Maplewood employing 486 people. City staff has identified 26 of these businesses.

Attached to this memo is a proclamation declaring it Minnesota Manufacturers' Week in Maplewood.

Budget Impact

None.

Recommendation

Adopt the attached proclamation declaring October 20th through the 26th Minnesota Manufacturers' Week in Maplewood.

Attachments

1. Minnesota Manufacturers' Week Proclamation
2. State of Minnesota Proclamation
3. Certificate of Commendation
4. Minnesota Manufacturers Week Business List

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 20 – 26, 2013 shall be observed as:

Minnesota Manufacturers' Week in the City of Maplewood,

on this 14th day of October, 2013



Will Rossbach, Mayor

ATTEST:

Karen Guilfoile, City Clerk



STATE of MINNESOTA

Proclamation

- WHEREAS: The manufacturing industry is a dynamic segment of Minnesota's economy, an important driver of quality of life, and an integral part of the state's economic development strategy; and
- WHEREAS: Manufacturing has the second largest total payroll among business sectors in Minnesota, providing \$17.3 billion in wages; and
- WHEREAS: Manufacturing contributes more than \$40 billion to Minnesota's economy each year, and produces the largest share (13.7 percent) of the state's gross domestic product; and
- WHEREAS: Manufacturing exports brought more than \$18.6 billion into Minnesota's economy in 2012; and
- WHEREAS: Manufacturing provides skilled, high-paying jobs, which significantly contribute to Minnesota's high standard of living and economic vitality.

NOW, THEREFORE, I, MARK DAYTON, Governor of Minnesota, do hereby proclaim the week of October 20 - 26, 2013, as:

MANUFACTURERS WEEK

in the State of Minnesota.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 5th day of September.


GOVERNOR




SECRETARY OF STATE



CERTIFICATE OF COMMENDATION

In recognition of the outstanding contributions to the Minnesota economy and your commitment to making Minnesota a better place to live and work, this certificate of commendation is presented to:

with the appreciation and respect of the people of Minnesota.

I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the Capitol in the City of Saint Paul, October 20-26, 2013

Mark Dayton
GOVERNOR

STATE OF MINNESOTA
OFFICE OF THE GOVERNOR

October 4, 2013

Maplewood Community Development Department Minnesota Manufacturer's Week Business List

1. 3M	3M Center Bldg. 220	Maplewood 55144
2. Tse, Inc	1983 Sloan Place #13	Maplewood 55117
3. Hermanson Dental Lab	1055 East TH 36	Maplewood 55109
4. Lemke Dental Lab	1420 East CSAH D	Maplewood 55109
5. Original Mattress Factory	1261 TH 36	Maplewood 55109
6. Tillges Certified Orthotic, Inc.	1570 Beam Ave.#100	Maplewood 55109
7. Dynequip, Inc.	1983 Sloan Pl.#10	Maplewood 55117
8. FEDEX/Kinkos	2303 White Bear Ave.#A	Maplewood 55109
9. Handy Hitch & Welding Co.	2303 Atlantic St.	Maplewood 55109
10. Water Gremlin	1716 Gervais Ave.	Maplewood 55109
11. Schroeder Milk/Agropur	2080 Rice Street	Maplewood 55109
12. Actus Mfg. Inc.	245 Roselawn Ave. unit 23	Maplewood 55117
13. Garden Fresh Farms	1064 Gervais Ave.	Maplewood 55109
14. Biogenesis Surgical	1387 Cope Ave.	Maplewood 55109
15. DAC Industries	1636 Gervais Ave.	Maplewood 55109
16. Forest Products	2650 Maplewood Dr.	Maplewood 55109
17. Maplewood Bakery	1351 Frost Ave.	Maplewood 55109
18. Maplewood Dental Lab LLC	2251 Larpentuer Ave.	Maplewood 55109
19. Maplewood Prosthodontics	1050 Highway 36	Maplewood 55109
20. Metro Glass	1357 Cope Ave. East	Maplewood 55109
21. MG McGrath	1387 Cope Ave. East	Maplewood 55109
22. Specialty Engineering	1766 Highway 36	Maplewood 55109
23. Oswald Hose and Adapters	1965 English St.	Maplewood 55109
24. Excel Air Systems	2075 Prosperity Ave.	Maplewood 55109
25. Truck Utilities Inc.	2370 English St.	Maplewood 55109
26. Gladstone Window & Door	2475 Maplewood Drive	Maplewood 55109

PROCLAMATION
City of Maplewood
Proclaims October National Domestic Violence Awareness Month

WHEREAS, in the United States one in every four women will experience domestic violence in her lifetime, and the cost of intimate partner violence in America exceeds \$5.8 billion dollars each year, with \$4.1 billion directly related to associated medical and mental health services; and

WHEREAS, in Minnesota, during 2012, at least 14 women were killed by a current or former husband, boyfriend, or intimate partner and at least 1 man was murdered in a case where the suspected, alleged, or convicted perpetrator was a current or former intimate partner and at least 11 children were left motherless as a result of domestic homicide; and

WHEREAS, boys who witness domestic violence are twice as likely to abuse their own partners when they become adults and in the City of Maplewood police officers respond to more than 500 domestic violence-related calls for service each year; and

WHEREAS, it is recognized that as a community we cannot assume there is nothing we can do to prevent and/or meaningfully intervene in domestic violence;

NOW, THEREFORE, BE IT RESOLVED, that the City of Maplewood recognizes October as *National Domestic Violence Awareness Month*, a time to give thoughtful consideration to domestic and family violence being among the most serious public safety issues of our time; and

BE IT FURTHER RESOLVED, that we encourage our fellow citizens, non-governmental organizations, and local faith communities to become involved in domestic violence prevention and encourage the use of available resources such as Harriet Tubman Center, which can help families touched by domestic violence; and

FINALLY, BE IT FURTHER RESOLVED, that the City Council of the City of Maplewood supports and encourages the establishment of a clear and coordinated domestic violence response protocol related to domestic and family violence.

This 14th day of October 2013,

Will Rossbach, Mayor

Attest:

Karen Guilfoile, City Clerk

MEMORANDUM

TO: City Council

FROM: Charles Ahl, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant

DATE: October 9, 2013

SUBJECT: Appointment to Parks & Recreation Commission
a. Resolution for Appointment

Introduction/Background

There is one opening on the Parks & Recreation Commission. This opening is due to a resignation. The City has advertised and accepted applications from interested individuals. The City Council then interviewed the candidates for this commission and filled out ballots during the Workshop prior to this meeting, which staff has tallied.

Budget Impact

None.

Recommendation

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

Parks & Recreation Commission

- _____, term expires 4/30/2014

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:

Parks & Recreation Commission

- _____, term expires 4/30/2014

MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Gayle Bauman, Finance Director
DATE: October 14, 2013
SUBJECT: Approval of Claims

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:

\$ 518,875.04	Checks # 90726 thru # 90767 dated 09/24/13
\$ 426,067.32	Disbursements via debits to checking account dated 09/16/13 thru 09/20/13
\$ 655,006.57	Checks # 90769 thru # 90825 dated 10/01/13
\$ 271,260.96	Disbursements via debits to checking account dated 09/23/13 thru 09/27/13
\$ 1,180,831.03	Checks # 90826 thru # 90884 dated 09/30/13 thru 10/08/13
\$ 992,803.29	Disbursements via debits to checking account dated 09/30/13 thru 10/04/13
<u>\$ 4,044,844.21</u>	Total Accounts Payable

PAYROLL

\$ 507,968.23	Payroll Checks and Direct Deposits dated 09/27/13
\$ 879.50	Payroll Deduction check # 9989564 thru # 9989566 dated 09/27/13
<u>\$ 508,847.73</u>	Total Payroll
<u><u>\$ 4,553,691.94</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.

Attachments

**Check Register
City of Maplewood**

09/19/2013

Check	Date	Vendor	Description	Amount	
90726	09/24/2013	00120	AQUA LOGIC INC	MCC POOL CHEMICALS	1,223.72
	09/24/2013	00120	AQUA LOGIC INC	MCC POOL CHEMICALS	433.90
	09/24/2013	00120	AQUA LOGIC INC	MCC POOL CHEMICALS	190.05
90727	09/24/2013	00223	BRODIN STUDIOS, INC.	RETIREMENT PLAQUE - SZCZEPANSKI	240.00
90728	09/24/2013	00241	CSI SOFTWARE	MEMBER TAGS	580.00
90729	09/24/2013	04206	H A KANTRUD	ATTORNEY SRVS FEES/RENT - OCT	15,433.33
90730	09/24/2013	00985	METROPOLITAN COUNCIL	WASTEWATER - OCTOBER	217,290.63
90731	09/24/2013	01202	NYSTROM PUBLISHING CO INC	MW MONTHLY/SEASON INSERT - SEPT	9,183.90
90732	09/24/2013	01409	S E H	WETLAND MITIGATION MONITORING	304.52
90733	09/24/2013	01546	SUBURBAN SPORTSWEAR	SHIRTS FOR FALL SOCCER	1,732.50
	09/24/2013	01546	SUBURBAN SPORTSWEAR	T-SHIRTS/POLO SHIRTS POOL AREA	351.00
90734	09/24/2013	04845	TENNIS SANITATION LLC	RECYCLING FEE - AUGUST	27,153.00
90735	09/24/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	3,749.67
	09/24/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	2,674.54
	09/24/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	1,204.26
	09/24/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	206.93
	09/24/2013	01190	XCEL ENERGY	FIRE SIRENS	56.78
90736	09/24/2013	01798	YOCUM OIL CO.	CONTRACT DIESEL FUEL - SEPT	9,641.10
90737	09/19/2013	05267	SHERWIN LINTON ENTERTAINMENT ENTERPRISES	PERFORMANCE MCC SEPT 20	1,500.00
90738	09/24/2013	02347	10,000 LAKES CHAPTER	TRAINING	90.00
90739	09/24/2013	00064	MARK ALDRIDGE	SECURITY OFFICER FOR MCC SEPT 14	122.50
90740	09/24/2013	04047	ASHLAND PRODUCTIONS	MCC SUPPORT AUG & SEPT 8	1,000.00
90741	09/24/2013	04471	B & B AVM INC.	SOUND EQUIP/TECH MCC SEPT 28	500.00
	09/24/2013	04471	B & B AVM INC.	SOUND EQUIP/TECH MCC SEPT 20	500.00
90742	09/24/2013	00230	BRYAN ROCK PRODUCTS, INC.	3/4 MINUS - GERANIUM PARK	648.42
90743	09/24/2013	00279	CEMSTONE PRODUCTS CO.	CONCRETE POUR - GERANIUM PARK	1,147.41
	09/24/2013	00279	CEMSTONE PRODUCTS CO.	CONCRETE POUR - GERANIUM PARK	756.68
	09/24/2013	00279	CEMSTONE PRODUCTS CO.	CONCRETE POUR - GERANIUM PARK	756.68
	09/24/2013	00279	CEMSTONE PRODUCTS CO.	CONCRETE POUR - GERANIUM PARK	734.45
90744	09/24/2013	00379	DAVE PERKINS CONTRACTING INC	PROJ 11-19 LARK AVE PMT#2	5,866.25
90745	09/24/2013	04911	DECKCI DECOR	LINEN RENTAL MCC BRIDAL EXPO	160.31
90746	09/24/2013	00003	ESCROW REFUND	ESCROW ALL POOLSIDE 660 ELDRIDGE	1,000.00
90747	09/24/2013	03728	GREAT RIVER GREENING	HABITAT RESTERATION 8/20/12-6/30/13	8,739.29
90748	09/24/2013	02995	INTEGRATED LOSS CONTROL INC	SAFETY TRAINING	435.00
90749	09/24/2013	00789	KATH FUEL OIL SERVICE CO	BULK OIL FOR PUBLIC WORKS FLEET	5,765.11
90750	09/24/2013	00809	TOMMY KONG	SECURITY OFFICER MCC SEPT 14	157.50
90751	09/24/2013	00827	L M C I T	WORK COMP QUARTERLY OCT - DEC	108,312.50
	09/24/2013	00827	L M C I T	INSURANCE QTR PREMIUM OCT - DEC	44,257.00
90752	09/24/2013	04973	LIGHTHOUSE RECORDS INC.	SOUND EQUIP/TECH MCC OCT 4	600.00
90753	09/24/2013	00942	MARSDEN BLDG MAINTENANCE CO	CLEAN SEWER BACK-UP 1745 DULUTH	658.88
90754	09/24/2013	05266	MCDONOUGH'S	OPTICAL INSPECTION	405.00
90755	09/24/2013	00982	METRO FIRE INC	FOAM CONCENTRATE	280.87
90756	09/24/2013	00986	METROPOLITAN COUNCIL	MONTHLY SAC - AUGUST	7,231.95
90757	09/24/2013	02617	ALESIA METRY	SECURITY OFFICER MCC SEPT 7	140.00
90758	09/24/2013	05200	MN VOLLEYBALL HEADQUARTERS	INSTRUCTION OF VBALL CLINIC	765.00
90759	09/24/2013	02300	OAKDALE LOCKSMITHS	KEYS MADE	76.83
90760	09/24/2013	00001	ONE TIME VENDOR	REFUND J CLAUSEN - SHOW CANCELLED	53.56
90761	09/24/2013	00001	ONE TIME VENDOR	REFUND M JORDAN - SHOW CANCELLED	53.56
90762	09/24/2013	02008	RAMSEY COUNTY PUBLIC WORKS	PROJ 08-13 CONSTRUCTION COSTS	29,485.86
90763	09/24/2013	04937	SHADOWS TRIBUTE SHOWS	PERFORMANCE MCC SEPT 28	2,500.00
90764	09/24/2013	00006	SILVER SNEAKERS	REFUND M GILL - MEMBERSHIP	257.10
90765	09/24/2013	01522	STATE OF MINNESOTA	LAW ENFORCEMENT DATA WORKSHOP	175.00
	09/24/2013	01522	STATE OF MINNESOTA	LAW ENFORCEMENT DATA WORKSHOP	175.00
90766	09/24/2013	05268	THE WAX-TONES	PERFORMANCE MCC SEPT 13	1,017.50
90767	09/24/2013	04570	WOODLOCH INC.	HORSE CAMP SESSION 3 & 4	900.00

518,875.04

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>
9/16/2013	MN State Treasurer	Drivers License/Deputy Registrar	48,201.96
9/16/2013	US Bank Merchant Services	Credit Card Billing fee	53.56
9/16/2013	VANCO	Billing fee	116.00
9/16/2013	U.S. Treasurer	Federal Payroll Tax	102,174.16
9/16/2013	P.E.R.A.	P.E.R.A.	89,765.25
9/16/2013	ING - State Plan	Deferred Compensation	29,609.50
9/17/2013	MN State Treasurer	Drivers License/Deputy Registrar	39,735.53
9/17/2013	Labor Unions	Union Dues	1,969.25
9/17/2013	MN State Treasurer	State Payroll Tax	21,065.46
9/18/2013	MN State Treasurer	Drivers License/Deputy Registrar	52,978.30
9/19/2013	MN State Treasurer	Drivers License/Deputy Registrar	12,801.86
9/19/2013	US Bank Merchant Services	Credit Card Billing fee	70.00
9/20/2013	MN State Treasurer	Drivers License/Deputy Registrar	20,607.68
9/20/2013	MN Dept of Natural Resources	DNR electronic licenses	421.50
9/20/2013	MN Dept of Revenue	Sales Tax	5,998.00
9/20/2013	Optum Health	DCRP & Flex plan payments	499.31
			426,067.32

**Check Register
City of Maplewood**

09/27/2013

Check	Date	Vendor	Description	Amount	
90769	10/01/2013	00111	ANIMAL CONTROL SERVICES	PATROL HOURS 9/7 - 9/22	1,400.00
90770	10/01/2013	05114	BOLTON & MENK, INC.	PROJ 11-01 CONSULTANT SERVICES	1,205.00
	10/01/2013	05114	BOLTON & MENK, INC.	GENERAL GIS ASSISTANCE	669.00
90771	10/01/2013	02149	HEIDI CAREY	MARKETING & ADVERTISING - SEPT	4,000.00
90772	10/01/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 12-14 PROF SRVS THRU 08/31	32,222.87
	10/01/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 09-08 PROF SRVS THRU 08/31	15,173.87
	10/01/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 12-15 PROF SRVS THRU 08/31	1,450.87
90773	10/01/2013	04316	CITY OF MINNEAPOLIS RECEIVABLES	AUTO PAWN SYSTEM - AUGUST	790.20
90774	10/01/2013	01202	NYSTROM PUBLISHING CO INC	RECREATION BROCHURE & POSTAGE	11,539.50
90775	10/01/2013	01337	RAMSEY COUNTY-PROP REC & REV	PRINTING AUG 13, PRIMARY BALLOTS	2,080.75
90776	10/01/2013	01409	S E H	PDEP PROJ ENGINEERING FEES	50,609.24
	10/01/2013	01409	S E H	PDEP PROJ ENGINEERING FEES	43,766.05
	10/01/2013	01409	S E H	PDEP PROJ ENGINEERING FEES	42,978.96
	10/01/2013	01409	S E H	PDEP PROJ ENGINEERING FEES	31,042.49
	10/01/2013	01409	S E H	PDEP PROJ ENGINEERING FEES	26,738.04
	10/01/2013	01409	S E H	PROJ 09-09 CONSULTANT FEES	8,427.23
	10/01/2013	01409	S E H	PROJ 09-08 CONSULTANT FEES	3,834.48
	10/01/2013	01409	S E H	PROJ 04-21 CONSULTANT FEES	2,482.32
	10/01/2013	01409	S E H	PROJ 13-09 CONSULTANT FEES	804.49
	10/01/2013	01409	S E H	PROJ 11-19 CONSULTANT FEES	493.38
90777	10/01/2013	03178	SCIENCE EXPLORERS, INC.	SCIENCE INSTRUCTION FOR DAY CAMP	230.00
90778	10/01/2013	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - AUGUST 1-15	528.50
	10/01/2013	01463	SISTER ROSALIND GEFRE	MCC MASSAGES - AUGUST 16-31	481.50
90779	10/01/2013	02274	SPRINT	SPRINT SRVS 08/15 - 09/14	6,003.71
90780	10/01/2013	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS PURCHASES-	1,196.59
	10/01/2013	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS PURCHASES-	493.05
	10/01/2013	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS PURCHASES-	70.44
90781	10/01/2013	01830	ALPHA VIDEO & AUDIO INC	EQUIP MONITOR COUNCIL CHAMBERS	3,617.76
	10/01/2013	01830	ALPHA VIDEO & AUDIO INC	EQUIP MONITOR COUNCIL CHAMBERS	1,603.14
	10/01/2013	01830	ALPHA VIDEO & AUDIO INC	EQUIP MONITOR COUNCIL CHAMBERS	1,512.29
90782	10/01/2013	00159	PAUL BARTZ	REIMB FOR BATTERIES 08/29	41.23
90783	10/01/2013	05272	BENSON ORTH. ASSOCIATES INC.	REFUND FOR PORTION OF PAC PAID	10,500.00
90784	10/01/2013	00211	BRAUN INTERTEC CORP.	PROJ 11-15 PROF SRVS THRU 9/6	4,238.75
90785	10/01/2013	00221	BROCK WHITE COMPANY, LLC.	CRACK SEALING MATERIAL	4,270.87
90786	10/01/2013	03874	COMMERCIAL FURNITURE SERVICES	OFFICE FURNITURE PHASE 1A	21,012.57
90787	10/01/2013	05215	CORESTRONG FITNESS LLC	FALL SOCCER PROG INSTRUCTION	600.00
90788	10/01/2013	04371	ELECTRO WATCHMAN INC.	INSTALL ACCESS CONTROL - DOORS PD	5,929.33
90789	10/01/2013	03983	FRANA COMPANIES INC.	ESCROW RELEASE 3030 KENNARD	16,640.52
90790	10/01/2013	03988	JODI HALWEG	REIMB FOR TUITION & BOOKS 6/24-9/6	597.55
90791	10/01/2013	00644	HEALTHPARTNERS	MONTHLY PREMIUM - OCTOBER	12,648.28
90792	10/01/2013	05156	KETTLER CONSTRUCTION INC.	ESCROW RELEASE 377 SOPHIA	1,502.66
90793	10/01/2013	04900	LASTING IMPRESSIONS BY AMY LLC	DRAPING MCC SEPT 21	600.00
90794	10/01/2013	05269	LEE ERICKSON, MA, LPCC	POST CRITICAL INCIDENT SESSION	110.00
90795	10/01/2013	00891	M A M A	LUNCHEON M COLEMAN 09/12	20.00
90796	10/01/2013	00936	MAPLEWOOD HISTORICAL SOCIETY	CHARITABLE GAMBLING	6,132.00
90797	10/01/2013	04790	MAYER ARTS, INC.	DANCE INSTRUCTION	1,110.00
90798	10/01/2013	03818	MEDICA	MONTHLY PREMIUM - OCTOBER	155,353.42
90799	10/01/2013	00993	MID-AMERICA BUSINESS SYSTEMS	SCANNING OF HOUSE FILES - CYCLE 13	5,101.54
	10/01/2013	00993	MID-AMERICA BUSINESS SYSTEMS	SCANNING OF HOUSE FILES - CYCLE 15	4,986.52
	10/01/2013	00993	MID-AMERICA BUSINESS SYSTEMS	SCANNING OF HOUSE FILES - CYCLE 12	4,657.17
	10/01/2013	00993	MID-AMERICA BUSINESS SYSTEMS	SCANNING OF HOUSE FILES - CYCLE 14	4,536.14
90800	10/01/2013	05271	MIDWEST SOUND AND LIGHT	UPLIGHTING WEDDING MCC SEPT 21	195.00
90801	10/01/2013	01050	MN NATURALIST ASSN	REGISTRATION FEE - OAKLEY	225.00
90801	10/01/2013	01050	MN NATURALIST ASSN	REGISTRATION FEE - ANN	195.00
90802	10/01/2013	01095	MODERN FENCE & CONST INC	MATERIALS & INSTALLATION OF CHAIN LINK	5,000.00
90803	10/01/2013	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - OCTOBER	512.00
90804	10/01/2013	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - AUGUST	3,794.91

	10/01/2013	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHARGE - SEPT	1,068.75
90805	10/01/2013	00001	ONE TIME VENDOR	REFUND HENRY-PHELPS CO LIQ LICENSE	3,541.67
90806	10/01/2013	00001	ONE TIME VENDOR	REIMB C BATTEY TURF RESTORATION	1,100.00
90807	10/01/2013	00001	ONE TIME VENDOR	REFUND MOHAMED HP BENEFIT	380.00
90808	10/01/2013	00001	ONE TIME VENDOR	REIMB E HODGIN TURF RESTORATION	367.98
90809	10/01/2013	00001	ONE TIME VENDOR	REFUND JESSIE TREBIL BLDG PERMIT	97.00
90810	10/01/2013	00001	ONE TIME VENDOR	REFUND M LEE-JOHNSON - SWIM	73.00
90811	10/01/2013	00001	ONE TIME VENDOR	REFUND E KOENIG - SOCCER	68.00
90812	10/01/2013	00001	ONE TIME VENDOR	REFUND P RADOX - PROG CANCELLED	55.00
90813	10/01/2013	00001	ONE TIME VENDOR	REFUND H JOHNSON - PROG CANCEL	55.00
90814	10/01/2013	00001	ONE TIME VENDOR	MOTHERS&MORE CHARITABLE GAMBLING	22.50
90815	10/01/2013	00001	ONE TIME VENDOR	REFUND Y NOYES PROG CANCELLED	10.00
90816	10/01/2013	00001	ONE TIME VENDOR	REFUND A WEGNER ACTIVITY CANCEL	5.00
90817	10/01/2013	05270	PARALLEL TECHNOLOGIES, INC.	SERVER ROOM PROJ MGMT	38,204.91
	10/01/2013	05270	PARALLEL TECHNOLOGIES, INC.	SERVER ROOM PROJ MGMT	38,204.90
90818	10/01/2013	05103	PERFORMANCE PLUS LLC	SCBA FIT TEST	20.00
90819	10/01/2013	03151	PETTY CASH	REPLENISH PETTY CASH	170.21
90820	10/01/2013	01359	REGAL AUTO WASH BILLING	VEHICLE WASHES - AUGUST	85.00
90821	10/01/2013	02001	CITY OF ROSEVILLE	PHONE SERVICE - AUGUST	1,436.20
	10/01/2013	02001	CITY OF ROSEVILLE	PHONE SERVICE - SEPTEMBER	1,436.20
90822	10/01/2013	01387	DR. JAMES ROSSINI	ADMIN FEE FOR STRESS TEST - SEPT	100.00
90823	10/01/2013	01418	SAM'S CLUB DIRECT	CONCESSIONS	169.83
90824	10/01/2013	03985	KAREN WACHAL	REIMB FOR MILEAGE MAY - SEPT	98.94
90825	10/01/2013	02057	JAY WENZEL	SECURITY OFFICER FOR MCC SEPT 21	280.00

655,006.27

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>
9/23/2013	MN State Treasurer	Drivers License/Deputy Registrar	12,065.86
9/24/2013	MN State Treasurer	Drivers License/Deputy Registrar	27,072.66
9/24/2013	MN Dept of Revenue	Fuel Tax	482.22
9/25/2013	MN State Treasurer	Drivers License/Deputy Registrar	56,864.65
9/26/2013	MN State Treasurer	Drivers License/Deputy Registrar	26,173.85
9/27/2013	MN State Treasurer	Drivers License/Deputy Registrar	52,958.40
9/27/2013	MN Dept of Natural Resources	DNR electronic licenses	463.50
9/27/2013	US Bank VISA One Card*	Purchasing card items	61,663.82
9/27/2013	ICMA (Vantagepointe)	Deferred Compensation	4,137.50
9/27/2013	ING - State Plan	Deferred Compensation	29,378.50
			<u><u>271,260.96</u></u>

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
09/12/2013	09/16/2013	THE HOME DEPOT 2801	\$40.09	DAVE ADAMS
09/07/2013	09/09/2013	UNIFORMS UNLIMITED INC.	\$171.81	MARK ALDRIDGE
09/13/2013	09/16/2013	UNIFORMS UNLIMITED INC.	\$35.11	PAUL BARTZ
09/18/2013	09/20/2013	ARROWWOOD RESORT CONF C	\$230.86	GAYLE BAUMAN
09/16/2013	09/18/2013	OFFICE DEPOT #1090	(\$71.52)	REGAN BEGGS
09/14/2013	09/16/2013	OPTICS PLANET INC	\$22.08	STANLEY BELDE
09/11/2013	09/12/2013	ABC CONFERENCING	\$53.43	CHAD BERGO
09/17/2013	09/18/2013	ABC CONFERENCING	(\$53.43)	CHAD BERGO
09/17/2013	09/18/2013	BEST BUY MHT 00000109	\$26.77	CHAD BERGO
09/07/2013	09/09/2013	CUB FOODS #1599	\$34.99	BRIAN BIERDEMAN
09/12/2013	09/13/2013	RAY ALLEN MANUFACTURING,	\$21.99	BRIAN BIERDEMAN
09/10/2013	09/11/2013	ACORN NATURALISTS	\$212.14	OAKLEY BIESANZ
09/10/2013	09/13/2013	NOVELTY	\$61.75	OAKLEY BIESANZ
09/14/2013	09/16/2013	RAINBOW FOODS 00088526	\$9.64	RON BOURQUIN
09/15/2013	09/16/2013	SARPINOS PIZZERIA	\$61.39	RON BOURQUIN
09/18/2013	09/19/2013	DICK'S CLOTHING&SPORTING	\$136.03	NEIL BRENEMAN
09/18/2013	09/20/2013	LOWES #02313*	\$27.12	NEIL BRENEMAN
09/06/2013	09/09/2013	DIAMOND VOGEL PAINT #807	\$565.90	TROY BRINK
09/18/2013	09/19/2013	TRUCK UTILITIES INC ST PA	\$179.55	TROY BRINK
09/12/2013	09/13/2013	JOHN DEERE LANDSCAPES530	\$410.01	BRENT BUCKLEY
09/06/2013	09/09/2013	FIRST SHRED	\$34.50	SARAH BURLINGAME
09/09/2013	09/11/2013	HONEYBAKED HAM	\$159.92	SARAH BURLINGAME
09/11/2013	09/12/2013	CURTIS 1000 INC.	\$76.20	SARAH BURLINGAME
09/13/2013	09/16/2013	PANERA BREAD #1305	\$56.84	SARAH BURLINGAME
09/17/2013	09/18/2013	FIRST SHRED	\$69.00	SARAH BURLINGAME
09/17/2013	09/18/2013	YANGS CHINESE RESTAURANT	\$13.88	DAN BUSACK
09/12/2013	09/16/2013	DELTA AIR 0067258931882	\$719.80	NICHOLAS CARVER
09/11/2013	09/12/2013	TWIN CITY HARDWARE HADLEY	\$118.86	SCOTT CHRISTENSON
09/11/2013	09/12/2013	MENARDS 3022	\$26.89	SCOTT CHRISTENSON
09/12/2013	09/13/2013	STATE SUPPLY	\$60.04	SCOTT CHRISTENSON
09/13/2013	09/16/2013	THE HOME DEPOT 2801	\$8.66	SCOTT CHRISTENSON
09/16/2013	09/17/2013	VIKING ELECTRIC-CREDIT DE	\$178.20	SCOTT CHRISTENSON
09/16/2013	09/18/2013	MILLS FLEET FARM #2,700	\$16.00	SCOTT CHRISTENSON
09/18/2013	09/19/2013	VIKING ELECTRIC-CREDIT DE	\$89.35	SCOTT CHRISTENSON
09/18/2013	09/19/2013	VIKING ELECTRIC-CREDIT DE	\$36.35	SCOTT CHRISTENSON
09/16/2013	09/17/2013	TWIN CITIES TRANS & REC	\$179.62	KERRY CROTTY
09/09/2013	09/11/2013	THE HOME DEPOT 2810	(\$16.07)	CHARLES DEAVER
09/09/2013	09/11/2013	THE HOME DEPOT 2810	\$46.06	CHARLES DEAVER
09/11/2013	09/12/2013	G&K SERVICES 182	\$109.94	CHARLES DEAVER
09/11/2013	09/13/2013	THE HOME DEPOT 2810	\$5.33	CHARLES DEAVER
09/14/2013	09/16/2013	DEGE GARDEN CENTER	\$4.29	CHARLES DEAVER
09/16/2013	09/18/2013	THE HOME DEPOT 2810	\$17.08	CHARLES DEAVER
09/16/2013	09/17/2013	CC MILITARY SURPLU	\$34.95	JOSEPH DEMULLING
09/10/2013	09/12/2013	OFFICE MAX	\$16.06	RICHARD DOBLAR
09/05/2013	09/09/2013	COMMERCIAL POOL & SPA SUP	\$268.78	TOM DOUGLASS
09/06/2013	09/09/2013	THE HOME DEPOT 2801	\$53.40	TOM DOUGLASS
09/06/2013	09/09/2013	COMMERCIAL POOL & SPA SUP	\$160.66	TOM DOUGLASS
09/07/2013	09/09/2013	COMMERCIAL POOL & SPA SUP	\$67.49	TOM DOUGLASS
09/09/2013	09/10/2013	SCHLENGRAYAUTOELECTRI	\$107.63	TOM DOUGLASS
09/09/2013	09/10/2013	WW GRAINGER	\$323.81	TOM DOUGLASS
09/10/2013	09/11/2013	KULLY SUPPLY	\$60.74	TOM DOUGLASS
09/12/2013	09/16/2013	COMMERCIAL POOL & SPA SUP	\$35.48	TOM DOUGLASS
09/13/2013	09/16/2013	WERNER ELECTRIC SPLY NPC	\$1,057.09	TOM DOUGLASS
09/17/2013	09/18/2013	OCE' USA, INC./ITASCA	\$119.13	JOHN DUCHARME
09/06/2013	09/09/2013	BROWNELLS INC	\$131.05	MICHAEL DUGAS

09/10/2013	09/11/2013	FASTENAL COMPANY01	\$5.13	DOUG EDGE
09/10/2013	09/12/2013	THE HOME DEPOT 2801	\$54.54	DOUG EDGE
09/15/2013	09/16/2013	CUB FOODS #1599	\$10.48	PAUL E EVERSON
09/06/2013	09/09/2013	THE HOME DEPOT 2801	\$582.70	LARRY FARR
09/06/2013	09/09/2013	SQ *CHRIS MASTELL TRAILER	\$250.00	LARRY FARR
09/06/2013	09/09/2013	CINTAS 470	\$90.27	LARRY FARR
09/11/2013	09/12/2013	G&K SERVICES 182	\$906.70	LARRY FARR
09/11/2013	09/12/2013	G&K SERVICES 182	\$508.09	LARRY FARR
09/13/2013	09/16/2013	COMMERCIALP	\$259.00	LARRY FARR
09/13/2013	09/16/2013	MENARDS 3022	\$250.65	LARRY FARR
09/17/2013	09/18/2013	MUSKA ELECTRIC CO.	\$399.60	LARRY FARR
09/18/2013	09/20/2013	COMMERCIAL FURNIT00 OF 00	\$2,965.48	LARRY FARR
09/19/2013	09/20/2013	YALE MECHANICAL LLC	\$939.25	LARRY FARR
09/19/2013	09/20/2013	YALE MECHANICAL LLC	\$939.25	LARRY FARR
09/19/2013	09/20/2013	YALE MECHANICAL LLC	\$264.00	LARRY FARR
09/19/2013	09/20/2013	CINTAS 470	\$90.27	LARRY FARR
09/10/2013	09/12/2013	ROF CALHOUN SQUARE LLC	\$8.00	DAVID FISHER
09/11/2013	09/12/2013	REPUBLIC SERVICES TRASH	\$493.52	DAVID FISHER
09/17/2013	09/19/2013	ROF CALHOUN SQUARE LLC	\$9.00	DAVID FISHER
09/06/2013	09/09/2013	VZWRLSS*APOCC VISB	\$2,194.03	MYCHAL FOWLDS
09/09/2013	09/10/2013	BEST BUY MHT 00000109	\$64.26	MYCHAL FOWLDS
09/11/2013	09/12/2013	AMAZON.COM	\$64.24	MYCHAL FOWLDS
09/11/2013	09/12/2013	AMAZON.COM	\$128.48	MYCHAL FOWLDS
09/12/2013	09/13/2013	AMAZON.COM	\$217.06	MYCHAL FOWLDS
09/14/2013	09/16/2013	IDU*INSIGHT PUBLIC SEC	\$1,650.36	MYCHAL FOWLDS
09/07/2013	09/09/2013	HP DIRECT-PUBLICSECTOR	\$1,375.49	NICK FRANZEN
09/10/2013	09/11/2013	HP DIRECT-PUBLICSECTOR	\$212.11	NICK FRANZEN
09/13/2013	09/16/2013	IDU*INSIGHT PUBLIC SEC	\$81.12	NICK FRANZEN
09/13/2013	09/16/2013	HP DIRECT-PUBLICSECTOR	\$84.63	NICK FRANZEN
09/13/2013	09/16/2013	DATA Q DIRECT	\$1,034.76	NICK FRANZEN
09/19/2013	09/20/2013	IDU*INSIGHT PUBLIC SEC	\$506.16	NICK FRANZEN
09/05/2013	09/09/2013	DEGE GARDEN CENTER	\$16.86	CAROLE GERNES
09/11/2013	09/12/2013	WALGREENS #3122	\$1.39	CAROLE GERNES
09/12/2013	09/13/2013	BEST BUY MHT 00000109	\$53.55	CLARENCE GERVAIS
09/09/2013	09/09/2013	AMAZON.COM	\$263.49	JAN GREW HAYMAN
09/11/2013	09/12/2013	PRAIRIE MOON	\$37.41	JAN GREW HAYMAN
09/06/2013	09/09/2013	BEST BUY MHT 00000109	\$139.26	KAREN GUILFOILE
09/07/2013	09/09/2013	VZWRLSS*APOCC VISN	\$107.15	KAREN GUILFOILE
09/10/2013	09/12/2013	THE HOME DEPOT 2801	\$22.38	MARK HAAG
09/12/2013	09/13/2013	CONTINENTAL SAFETY EQUI	\$350.82	MARK HAAG
09/19/2013	09/20/2013	VIKING INDUSTRIAL CENTER	\$95.31	MARK HAAG
09/06/2013	09/09/2013	HENRIKSEN ACE HARDWARE	\$31.04	TAMARA HAYS
09/10/2013	09/11/2013	JOHN DEERE LANDSCAPES530	\$12.74	GARY HINNENKAMP
09/12/2013	09/13/2013	HIRSHFIELDS ST PAUL CSC	\$1,300.71	GARY HINNENKAMP
09/06/2013	09/09/2013	HENRIKSEN ACE HARDWARE	\$13.38	RON HORWATH
09/11/2013	09/12/2013	BAKERS-SQUARE-REST #0670	\$125.88	RON HORWATH
09/14/2013	09/16/2013	FACEBK *BWZMZ4SKE2	\$25.00	RON HORWATH
09/17/2013	09/19/2013	THE HOME DEPOT 2801	\$22.40	RON HORWATH
09/10/2013	09/11/2013	WALGREENS #3122	\$1.39	ANN HUTCHINSON
09/10/2013	09/11/2013	WALGREENS #3122	\$31.47	ANN HUTCHINSON
09/11/2013	09/13/2013	FREEDOM 65 11010600	\$10.98	ANN HUTCHINSON
09/16/2013	09/18/2013	DEGE GARDEN CENTER	\$10.69	ANN HUTCHINSON
09/11/2013	09/13/2013	THE HOME DEPOT 2801	\$49.45	DAVID JAHN
09/17/2013	09/19/2013	THE HOME DEPOT 2801	\$34.19	DAVID JAHN
09/05/2013	09/09/2013	THE HOME DEPOT 2801	\$18.13	DON JONES
09/20/2013	09/20/2013	COMCAST CABLE COMM	\$166.53	DUWAYNE KONEWKO

09/11/2013	09/12/2013	MENARDS 3059	\$13.92	NICHOLAS KREKELER
09/05/2013	09/09/2013	UNIFORMS UNLIMITED INC.	\$130.92	DAVID KVAM
09/06/2013	09/09/2013	UNIFORMS UNLIMITED INC.	\$221.00	DAVID KVAM
09/06/2013	09/09/2013	UNIFORMS UNLIMITED INC.	\$27.41	DAVID KVAM
09/06/2013	09/09/2013	THOMSON WEST*TCD	\$306.10	DAVID KVAM
09/10/2013	09/12/2013	UNIFORMS UNLIMITED INC.	(\$94.50)	DAVID KVAM
09/10/2013	09/12/2013	UNIFORMS UNLIMITED INC.	(\$94.49)	DAVID KVAM
09/11/2013	09/13/2013	UNIFORMS UNLIMITED INC.	\$274.67	DAVID KVAM
09/12/2013	09/13/2013	G & A COLORTECH INC	\$1,081.73	DAVID KVAM
09/13/2013	09/13/2013	COMCAST CABLE COMM	\$44.65	DAVID KVAM
09/13/2013	09/16/2013	STREICHER'S MO	\$1,466.85	DAVID KVAM
09/16/2013	09/18/2013	UNIFORMS UNLIMITED INC.	\$29.98	DAVID KVAM
09/16/2013	09/18/2013	UNIFORMS UNLIMITED INC.	\$23.14	DAVID KVAM
09/16/2013	09/18/2013	UNIFORMS UNLIMITED INC.	\$330.56	DAVID KVAM
09/17/2013	09/19/2013	UNIFORMS UNLIMITED INC.	\$118.63	DAVID KVAM
09/17/2013	09/19/2013	UNIFORMS UNLIMITED INC.	\$131.23	DAVID KVAM
09/18/2013	09/20/2013	UNIFORMS UNLIMITED INC.	(\$23.14)	DAVID KVAM
09/18/2013	09/20/2013	UNIFORMS UNLIMITED INC.	(\$131.23)	DAVID KVAM
09/15/2013	09/16/2013	KOHL'S #0408	\$71.04	TODD LANGNER
09/12/2013	09/13/2013	NIKE.COM	\$80.00	JOHNNIE LU
09/06/2013	09/09/2013	ASPEN MILLS INC.	\$210.25	STEVE LUKIN
09/06/2013	09/09/2013	ASPEN MILLS INC.	\$97.90	STEVE LUKIN
09/06/2013	09/09/2013	ASPEN MILLS INC.	\$68.50	STEVE LUKIN
09/13/2013	09/13/2013	AIRGASS NORTH	\$94.72	STEVE LUKIN
09/13/2013	09/13/2013	AIRGASS NORTH	\$161.56	STEVE LUKIN
09/06/2013	09/09/2013	BILLS GUN SHOP & RANGE NO	\$450.00	GLEN MCCARTY
09/06/2013	09/09/2013	BOUND TREE MEDICAL LLC	\$438.39	MICHAEL MONDOR
09/11/2013	09/13/2013	BOUND TREE MEDICAL LLC	\$382.84	MICHAEL MONDOR
09/11/2013	09/13/2013	BOUND TREE MEDICAL LLC	\$485.28	MICHAEL MONDOR
09/11/2013	09/13/2013	PRIMARY PRODUCTS COMPANY	\$184.26	MICHAEL MONDOR
09/11/2013	09/16/2013	BOUND TREE MEDICAL LLC	\$41.89	MICHAEL MONDOR
09/13/2013	09/16/2013	ANCOM TECHNICAL CENTER IN	\$1,442.55	MICHAEL MONDOR
09/13/2013	09/16/2013	BOUND TREE MEDICAL LLC	\$154.63	MICHAEL MONDOR
09/13/2013	09/16/2013	HEALTH CARE LOGISTICS	\$96.74	MICHAEL MONDOR
09/13/2013	09/16/2013	WWW.PELICANCASES.COM	\$26.21	MICHAEL MONDOR
09/16/2013	09/17/2013	MOTION COMPUTING INC	\$115.32	MICHAEL MONDOR
09/16/2013	09/18/2013	BOUND TREE MEDICAL LLC	\$479.98	MICHAEL MONDOR
09/17/2013	09/18/2013	N AMERICA RESCUE PRODUCT	\$304.65	MICHAEL MONDOR
09/18/2013	09/19/2013	LMC*LAERDAL MEDICAL	\$971.79	MICHAEL MONDOR
09/12/2013	09/16/2013	CERTIFIED LABORATORIES	\$842.69	BRYAN NAGEL
09/19/2013	09/20/2013	MINNESOTA FALL EXPO	\$250.00	BRYAN NAGEL
09/18/2013	09/19/2013	HENRIKSEN ACE HARDWARE	\$6.41	RICHARD NORDQUIST
09/18/2013	09/20/2013	THE HOME DEPOT 2801	\$225.59	RICHARD NORDQUIST
09/06/2013	09/09/2013	UNIFORMS UNLIMITED INC.	(\$10.69)	MICHAEL NYE
09/09/2013	09/10/2013	USPS 26833895523402076	\$16.85	MICHAEL NYE
09/10/2013	09/11/2013	USPS 26833895523402076	\$5.80	MICHAEL NYE
09/11/2013	09/13/2013	OFFICE MAX	\$84.58	MICHAEL NYE
09/13/2013	09/16/2013	ATK BLACKHAWK	\$23.06	MICHAEL NYE
09/17/2013	09/19/2013	THE HOME DEPOT 2801	\$5.32	MICHAEL NYE
09/18/2013	09/19/2013	OBSERVINT TECHNOLOGIES	\$101.42	MICHAEL NYE
09/18/2013	09/20/2013	MILLS FLEET FARM #2,700	\$5.34	MICHAEL NYE
09/19/2013	09/20/2013	NOR*NORTHERN TOOL	\$348.51	MICHAEL NYE
09/12/2013	09/13/2013	BROCK WHITE 180	\$97.40	ERICK OSWALD
09/06/2013	09/09/2013	OFFICE DEPOT #1090	\$60.62	MARY KAY PALANK
09/13/2013	09/16/2013	OFFICE DEPOT #1090	\$95.45	MARY KAY PALANK
09/17/2013	09/19/2013	OFFICE DEPOT #1090	\$57.39	MARY KAY PALANK

09/18/2013	09/20/2013	OFFICE DEPOT #1090	\$251.39	MARY KAY PALANK
09/09/2013	09/11/2013	WWW.PELICANCASES.COM	\$354.05	PHILIP F POWELL
09/09/2013	09/13/2013	SIRCHIE FINGER PRINT LABO	\$141.85	PHILIP F POWELL
09/18/2013	09/19/2013	ARROWHEAD SCIENTIFIC INC	\$109.21	PHILIP F POWELL
09/06/2013	09/09/2013	CERTIFIED LABORATORIES	\$36.09	STEVEN PRIEM
09/09/2013	09/11/2013	VCN*MN STATE PATROL	\$24.50	STEVEN PRIEM
09/10/2013	09/11/2013	BAUER BUILT TIRE 18	\$512.42	STEVEN PRIEM
09/11/2013	09/12/2013	AUTO PLUS LITTLE CANADA	\$115.08	STEVEN PRIEM
09/11/2013	09/12/2013	BAUER BUILT TIRE 18	\$627.65	STEVEN PRIEM
09/11/2013	09/12/2013	BAUER BUILT TIRE 18	\$571.30	STEVEN PRIEM
09/11/2013	09/13/2013	KREMER SERVICES	\$518.39	STEVEN PRIEM
09/12/2013	09/13/2013	BARNETT CHRYJEEPkia	\$25.28	STEVEN PRIEM
09/13/2013	09/16/2013	PIONEER RIM & WHEEL	\$113.65	STEVEN PRIEM
09/16/2013	09/17/2013	AN FORD WHITE BEAR LAK	\$74.22	STEVEN PRIEM
09/16/2013	09/17/2013	UNLIMITED SUPPLIES INC	\$79.97	STEVEN PRIEM
09/16/2013	09/17/2013	BAUER BUILT TIRE 18	\$515.80	STEVEN PRIEM
09/16/2013	09/17/2013	POLAR CHEVROLET MAZDA	\$41.73	STEVEN PRIEM
09/16/2013	09/17/2013	POLAR CHEVROLET MAZDA	\$12.58	STEVEN PRIEM
09/17/2013	09/18/2013	AUTO PLUS LITTLE CANADA	\$39.14	STEVEN PRIEM
09/17/2013	09/18/2013	AN FORD WHITE BEAR LAK	\$49.58	STEVEN PRIEM
09/18/2013	09/19/2013	AUTO PLUS LITTLE CANADA	(\$39.14)	STEVEN PRIEM
09/18/2013	09/19/2013	FACTORY MTR PTS #1	\$282.91	STEVEN PRIEM
09/18/2013	09/19/2013	TERMINAL SUPPLY, INC.	\$43.67	STEVEN PRIEM
09/19/2013	09/20/2013	AUTO PLUS LITTLE CANADA	\$194.26	STEVEN PRIEM
09/09/2013	09/11/2013	THE HOME DEPOT 2801	\$189.88	KELLY PRINS
09/11/2013	09/13/2013	THE HOME DEPOT 2801	\$61.15	KELLY PRINS
09/13/2013	09/16/2013	VIKING ELECTRIC-CREDIT DE	\$355.89	KELLY PRINS
09/10/2013	09/12/2013	PIONEER PRESS ADVERTISING	\$866.00	TERRIE RAMEAUX
09/06/2013	09/09/2013	THE HOME DEPOT 2801	\$173.45	MICHAEL REILLY
09/12/2013	09/13/2013	DALCO ENTERPRISES, INC	\$412.18	MICHAEL REILLY
09/16/2013	09/17/2013	DALCO ENTERPRISES, INC	\$64.74	MICHAEL REILLY
09/09/2013	09/10/2013	FASTENAL COMPANY01	\$730.88	ROBERT RUNNING
09/09/2013	09/11/2013	REEDS SALES AND SERVIC	\$61.95	ROBERT RUNNING
09/16/2013	09/18/2013	MIKES LP GAS INC	\$70.00	ROBERT RUNNING
09/18/2013	09/19/2013	HENRIKSEN ACE HARDWARE	\$5.96	ROBERT RUNNING
09/12/2013	09/13/2013	CITIZEN OBSERVER, LLC	\$5,700.00	PAUL SCHNELL
09/09/2013	09/10/2013	LIQUID WASTE INDUSTRIES,	\$139.95	SCOTT SCHULTZ
09/11/2013	09/12/2013	HIRSHFIELDS ST PAUL CSC	\$495.77	SCOTT SCHULTZ
09/11/2013	09/12/2013	G&K SERVICES 182	\$1,918.94	SCOTT SCHULTZ
09/11/2013	09/12/2013	JOHN DEERE LANDSCAPES530	\$1,096.53	SCOTT SCHULTZ
09/13/2013	09/16/2013	CINTAS CORP # 060A	\$336.32	SCOTT SCHULTZ
09/13/2013	09/16/2013	WM EZPAY	\$2,210.40	SCOTT SCHULTZ
09/17/2013	09/19/2013	THE HOME DEPOT 2801	\$184.79	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$105.81	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$211.62	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ

09/18/2013	09/20/2013	ON SITE SANITATION INC	\$105.81	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/18/2013	09/20/2013	ON SITE SANITATION INC	\$55.58	SCOTT SCHULTZ
09/19/2013	09/20/2013	MINNESOTA FALL EXPO	\$200.00	SCOTT SCHULTZ
09/19/2013	09/20/2013	MINNESOTA FALL EXPO	\$100.00	SCOTT SCHULTZ
09/06/2013	09/09/2013	A-1 LAUNDRY	\$119.12	CAITLIN SHERRILL
09/12/2013	09/16/2013	BROADWAY RENTAL	\$389.98	CAITLIN SHERRILL
09/13/2013	09/16/2013	CUB FOODS #1599	\$35.09	CAITLIN SHERRILL
09/13/2013	09/16/2013	MICHAELS STORES 2744	\$22.44	CAITLIN SHERRILL
09/15/2013	09/16/2013	CUB FOODS #1599	\$11.77	CAITLIN SHERRILL
09/06/2013	09/09/2013	AMAZON.COM	\$39.96	MICHAEL SHORTREED
09/06/2013	09/09/2013	AMAZON.COM	\$330.05	MICHAEL SHORTREED
09/07/2013	09/10/2013	REDS SAVOY PIZZA - DT	\$92.29	RONALD SVENDSEN
09/06/2013	09/09/2013	MICHAELS STORES 2744	\$53.19	JAMES TAYLOR
09/19/2013	09/20/2013	FEDEXOFFICE 00006171	\$151.70	JAMES TAYLOR
09/10/2013	09/11/2013	LANDS END INTERNET	\$77.99	PAUL THEISEN
09/07/2013	09/09/2013	USPS 26833800033400730	\$8.59	PAUL THIENES
09/07/2013	09/09/2013	UNIFORMS UNLIMITED INC.	\$65.73	PAUL THIENES
09/09/2013	09/11/2013	VICTORY PARKING INC	\$10.00	MICHAEL THOMPSON
09/05/2013	09/09/2013	OFFICE DEPOT #1079	\$6.14	KAREN WACHAL
09/05/2013	09/09/2013	OFFICE DEPOT #1090	\$42.39	KAREN WACHAL
09/05/2013	09/09/2013	OFFICE DEPOT #1080	\$25.43	KAREN WACHAL
09/13/2013	09/16/2013	AMAZON.COM	\$13.36	KAREN WACHAL
09/17/2013	09/17/2013	AMAZON.COM	\$65.72	KAREN WACHAL
09/05/2013	09/09/2013	OFFICE DEPOT #1090	\$56.27	TAMMY YOUNG
09/18/2013	09/20/2013	OFFICE DEPOT #1090	\$54.31	TAMMY YOUNG
09/18/2013	09/19/2013	DALCO ENTERPRISES, INC	\$30.38	SUSAN ZWIEG

\$61,663.82

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>
	09/27/13	CARDINAL, ROBERT	435.16
	09/27/13	CAVE, REBECCA	435.16
	09/27/13	JUENEMANN, KATHLEEN	435.16
	09/27/13	KOPPEN, MARVIN	435.16
	09/27/13	ROSSBACH, WILLIAM	494.44
	09/27/13	STRAUTMANIS, MARIS	138.00
	09/27/13	VALLE, EDWARD	202.50
	09/27/13	AHL, R. CHARLES	5,459.42
	09/27/13	BURLINGAME, SARAH	2,200.51
	09/27/13	COLEMAN, MELINDA	4,719.94
	09/27/13	KANTRUD, HUGH	184.62
	09/27/13	CHRISTENSON, SCOTT	2,246.67
	09/27/13	FARR, LARRY	3,287.48
	09/27/13	JAHN, DAVID	1,906.31
	09/27/13	METRY, THOMAS	60.00
	09/27/13	RAMEAUX, THERESE	3,130.54
	09/27/13	BAUMAN, GAYLE	4,602.02
	09/27/13	ANDERSON, CAROLE	1,448.47
	09/27/13	DEBILZAN, JUDY	1,385.92
	09/27/13	JACKSON, MARY	2,176.91
	09/27/13	KELSEY, CONNIE	2,653.11
	09/27/13	RUEB, JOSEPH	2,829.00
	09/27/13	SINDT, ANDREA	2,240.23
	09/27/13	ARNOLD, AJLA	1,232.75
	09/27/13	BEGGS, REGAN	1,609.00
	09/27/13	GUILFOILE, KAREN	4,452.98
	09/27/13	SCHMIDT, DEBORAH	3,096.67
	09/27/13	SPANGLER, EDNA	1,191.59
	09/27/13	LARSON, MICHELLE	1,910.60
	09/27/13	MECHELKE, SHERRIE	848.81
	09/27/13	MOY, PAMELA	1,557.27
	09/27/13	OSTER, ANDREA	1,953.51
	09/27/13	RICHTER, CHARLENE	849.23
	09/27/13	SCHOENECKER, LEIGH	1,768.99
	09/27/13	VITT, SANDRA	1,120.75
	09/27/13	WEAVER, KRISTINE	2,412.20
	09/27/13	CORCORAN, THERESA	1,954.59
	09/27/13	KVAM, DAVID	4,304.38
	09/27/13	PALANK, MARY	1,951.20
	09/27/13	POWELL, PHILIP	2,999.29
	09/27/13	SCHNELL, PAUL	4,745.37
	09/27/13	SVENDSEN, JOANNE	2,191.77
	09/27/13	THOMFORDE, FAITH	1,616.99

09/27/13	ABEL, CLINT	3,055.76
09/27/13	ALDRIDGE, MARK	3,118.77
09/27/13	BAKKE, LONN	3,464.02
09/27/13	BARTZ, PAUL	3,977.72
09/27/13	BELDE, STANLEY	3,513.99
09/27/13	BENJAMIN, MARKESE	2,940.35
09/27/13	BIERDEMAN, BRIAN	4,338.02
09/27/13	BUSACK, DANIEL	3,878.30
09/27/13	CARNES, JOHN	2,239.22
09/27/13	CROTTY, KERRY	3,684.00
09/27/13	DEMULLING, JOSEPH	3,099.92
09/27/13	DOBLAR, RICHARD	4,095.31
09/27/13	DUGAS, MICHAEL	4,401.84
09/27/13	ERICKSON, VIRGINIA	3,434.13
09/27/13	FORSYTHE, MARCUS	2,570.65
09/27/13	FRITZE, DEREK	3,051.29
09/27/13	GABRIEL, ANTHONY	3,327.34
09/27/13	HAWKINSON JR, TIMOTHY	3,365.87
09/27/13	HER, PHENG	2,887.16
09/27/13	HIEBERT, STEVEN	3,556.52
09/27/13	JOHNSON, KEVIN	4,030.41
09/27/13	KALKA, THOMAS	963.29
09/27/13	KONG, TOMMY	3,159.95
09/27/13	KREKELER, NICHOLAS	919.60
09/27/13	KROLL, BRETT	3,118.18
09/27/13	LANGNER, SCOTT	167.59
09/27/13	LANGNER, TODD	3,398.22
09/27/13	LU, JOHNNIE	3,132.23
09/27/13	LYNCH, KATHERINE	3,324.99
09/27/13	MARINO, JASON	3,339.94
09/27/13	MARTIN, JERROLD	3,810.67
09/27/13	MCCARTY, GLEN	3,165.98
09/27/13	METRY, ALESIA	3,455.61
09/27/13	MICHELETTI, BRIAN	1,965.67
09/27/13	NYE, MICHAEL	3,416.66
09/27/13	OLSON, JULIE	3,062.74
09/27/13	PARKER, JAMES	2,867.74
09/27/13	REZNY, BRADLEY	3,149.58
09/27/13	RHUDE, MATTHEW	3,273.02
09/27/13	SHORTREED, MICHAEL	4,183.06
09/27/13	STEINER, JOSEPH	3,365.87
09/27/13	STRAND, ZACHARY	1,914.90
09/27/13	SYPNIEWSKI, WILLIAM	2,947.13
09/27/13	TAUZELL, BRIAN	3,725.08
09/27/13	THEISEN, PAUL	3,111.27
09/27/13	THIENES, PAUL	4,009.92
09/27/13	TRAN, JOSEPH	2,805.22
09/27/13	WENZEL, JAY	3,353.99
09/27/13	XIONG, KAO	2,947.13
09/27/13	ANDERSON, BRIAN	293.76
09/27/13	BAHL, DAVID	692.58
09/27/13	BASSETT, BRENT	342.72

09/27/13	BAUMAN, ANDREW	2,679.20
09/27/13	BOURQUIN, RON	783.36
09/27/13	CAPISTRANT, JACOB	85.68
09/27/13	CAPISTRANT, JOHN	571.20
09/27/13	CONCHA, DANIEL	440.64
09/27/13	COREY, ROBERT	465.12
09/27/13	CRAWFORD - JR, RAYMOND	2,199.03
09/27/13	CRUMMY, CHARLES	342.72
09/27/13	DABRUZZI, THOMAS	2,669.78
09/27/13	DAWSON, RICHARD	2,973.30
09/27/13	EATON, PAUL	734.40
09/27/13	EVERSON, PAUL	3,212.78
09/27/13	HAGEN, MICHAEL	342.72
09/27/13	HALE, JOSEPH	456.96
09/27/13	HALWEG, JODI	2,779.70
09/27/13	HAWTHORNE, ROCHELLE	2,346.65
09/27/13	HUTCHINSON, JAMES	371.28
09/27/13	IMM, TRACY	440.64
09/27/13	JONES, JONATHAN	440.64
09/27/13	KANE, ROBERT	856.80
09/27/13	KARRAS, JAMIE	440.64
09/27/13	KELLOGG, JOHNATHAN	293.76
09/27/13	KERSKA, JOSEPH	1,640.16
09/27/13	KONDER, RONALD	538.56
09/27/13	KUBAT, ERIC	2,672.68
09/27/13	LINDER, TIMOTHY	2,690.12
09/27/13	LOCHEN, MICHAEL	595.68
09/27/13	MILLER, LADD	856.80
09/27/13	MILLER, NICHOLAS	220.32
09/27/13	MONDOR, MICHAEL	3,500.59
09/27/13	MONSON, PETER	599.76
09/27/13	MORGAN, JEFFERY	374.62
09/27/13	NIELSEN, KENNETH	314.16
09/27/13	NOVAK, JEROME	2,852.30
09/27/13	NOWICKI, PAUL	309.06
09/27/13	OLSON, JAMES	2,747.72
09/27/13	OPHEIM, JOHN	342.72
09/27/13	PACHECO, ALPHONSE	538.56
09/27/13	PARROW, JOSHUA	342.72
09/27/13	PETERSON, MARK	714.00
09/27/13	PETERSON, ROBERT	2,934.89
09/27/13	POWERS, KENNETH	348.84
09/27/13	RAINEY, JAMES	465.12
09/27/13	RANK, NATHAN	881.28
09/27/13	RANK, PAUL	734.40
09/27/13	RICE, CHRISTOPHER	399.84
09/27/13	RIEKEN, NICHOLAS	538.56
09/27/13	RODRIGUEZ, ROBERTO	440.64
09/27/13	SEDLACEK, JEFFREY	2,779.70
09/27/13	STREFF, MICHAEL	3,362.22
09/27/13	SVENDSEN, RONALD	3,630.06
09/27/13	WHITE, JOEL	440.64

09/27/13	GERVAIS-JR, CLARENCE	4,075.48
09/27/13	LUKIN, STEVEN	4,721.04
09/27/13	ZWIEG, SUSAN	1,745.75
09/27/13	CORTESI, LUANNE	1,452.78
09/27/13	KNUTSON, LOIS	2,223.39
09/27/13	BRINK, TROY	2,412.19
09/27/13	BUCKLEY, BRENT	2,946.85
09/27/13	DEBILZAN, THOMAS	2,197.79
09/27/13	EDGE, DOUGLAS	2,167.40
09/27/13	JONES, DONALD	2,197.79
09/27/13	MEISSNER, BRENT	2,124.59
09/27/13	NAGEL, BRYAN	3,630.80
09/27/13	OSWALD, ERICK	2,359.51
09/27/13	RUIZ, RICARDO	1,652.19
09/27/13	RUNNING, ROBERT	2,518.23
09/27/13	TEVLIN, TODD	2,197.79
09/27/13	BURLINGAME, NATHAN	2,172.00
09/27/13	DUCHARME, JOHN	2,804.00
09/27/13	ENGSTROM, ANDREW	2,745.82
09/27/13	JAROSCH, JONATHAN	3,124.02
09/27/13	KREGER, JASON	3,399.57
09/27/13	LINDBLOM, RANDAL	2,806.31
09/27/13	LOVE, STEVEN	3,665.83
09/27/13	THOMPSON, MICHAEL	4,531.64
09/27/13	ZIEMAN, SCOTT	232.00
09/27/13	JANASZAK, MEGHAN	1,608.99
09/27/13	KONEWKO, DUWAYNE	4,512.71
09/27/13	BUTTWEILER, TYLER	808.50
09/27/13	HAMRE, MILES	1,736.56
09/27/13	HAYS, TAMARA	1,652.19
09/27/13	HINNENKAMP, GARY	2,411.41
09/27/13	NAUGHTON, JOHN	2,197.79
09/27/13	NORDQUIST, RICHARD	2,200.09
09/27/13	PURVES, JUSTIN	1,579.39
09/27/13	BIESANZ, OAKLEY	1,773.97
09/27/13	DEAVER, CHARLES	813.50
09/27/13	GERNES, CAROLE	658.75
09/27/13	HAYMAN, JANET	1,253.41
09/27/13	HUTCHINSON, ANN	2,709.28
09/27/13	SOUTTER, CHRISTINE	327.25
09/27/13	WACHAL, KAREN	955.29
09/27/13	GAYNOR, VIRGINIA	3,317.22
09/27/13	KROLL, LISA	1,946.59
09/27/13	THOMPSON, DEBRA	779.56
09/27/13	YOUNG, TAMELA	2,104.19
09/27/13	EKSTRAND, THOMAS	3,906.15
09/27/13	FINWALL, SHANN	3,306.59
09/27/13	MARTIN, MICHAEL	2,882.59
09/27/13	BRASH, JASON	2,569.79
09/27/13	CARVER, NICHOLAS	3,317.22
09/27/13	FISHER, DAVID	3,884.68
09/27/13	SWAN, DAVID	2,829.79

09/27/13	WELLENS, MOLLY	1,801.25
09/27/13	ACEITUNO, FELIPE	14.00
09/27/13	BERGER, STEPHANIE	536.76
09/27/13	BJORK, BRANDON	110.00
09/27/13	BRENEMAN, NEIL	2,435.05
09/27/13	FRANK, PETER	425.00
09/27/13	LAMB, JIM	45.00
09/27/13	LAMB, JONATHON	75.00
09/27/13	LARSON, TRISTA	28.00
09/27/13	LEMAY, BRANDON	42.00
09/27/13	ROBBINS, AUDRA	3,242.05
09/27/13	ROBBINS, CAMDEN	118.75
09/27/13	SCHALLER, SCOTT	21.50
09/27/13	SHERWOOD, CHRISTIAN	473.00
09/27/13	TAYLOR, JAMES	2,941.39
09/27/13	VUKICH, CANDACE	80.75
09/27/13	ADAMS, DAVID	2,027.16
09/27/13	HAAG, MARK	2,650.80
09/27/13	ORE, JORDAN	1,652.19
09/27/13	SCHULTZ, SCOTT	3,418.81
09/27/13	WILBER, JEFFREY	1,579.39
09/27/13	AKEY, SHELLEY	40.50
09/27/13	EVANS, CHRISTINE	1,739.12
09/27/13	GLASS, JEAN	2,173.21
09/27/13	HAUBLE, AMANDA	80.75
09/27/13	HOFMEISTER, MARY	1,147.57
09/27/13	HOFMEISTER, TIMOTHY	459.56
09/27/13	KELLEY, CAITLIN	1,103.02
09/27/13	KULHANEK-DIONNE, ANN	591.00
09/27/13	PELOQUIN, PENNYE	481.27
09/27/13	ST SAUVER, CRAIG	89.25
09/27/13	VANG, TIM	93.00
09/27/13	VUE, LOR PAO	549.13
09/27/13	AICHELE, MEGAN	227.25
09/27/13	ANDERSON, ALYSSA	20.81
09/27/13	ANDERSON, JOSHUA	480.89
09/27/13	BAETZOLD, CLAIRE	73.50
09/27/13	BAUDE, JANE	73.00
09/27/13	BAUDE, SARAH	64.76
09/27/13	BERGLUND, ERIK	72.51
09/27/13	BESTER, MICHAEL	138.00
09/27/13	BUCKLEY, BRITTANY	384.00
09/27/13	BUTLER, ANGELA	121.50
09/27/13	CRANDALL, KRISTA	539.50
09/27/13	DEMPSEY, BETH	63.12
09/27/13	DRECHSEL, HEIDI	13.74
09/27/13	DUNN, RYAN	1,181.21
09/27/13	EHLE, DANIEL	66.15
09/27/13	ERICKSON-CLARK, CAROL	37.12
09/27/13	ERICSON, RACHEL	51.15
09/27/13	FLORES, LUIS	24.00
09/27/13	FONTAINE, KIM	524.15

09/27/13	GRAY, SOPHIE	21.59
09/27/13	GRUENHAGEN, LINDA	203.20
09/27/13	HAGSTROM, EMILY	57.00
09/27/13	HANSEN, HANNAH	367.51
09/27/13	HASSAN, KIANA	90.95
09/27/13	HEINRICH, SHEILA	397.89
09/27/13	HODGE, AMY	145.00
09/27/13	HOLMBERG, LADONNA	339.21
09/27/13	HORWATH, RONALD	2,800.97
09/27/13	HUNTLEY, NATALIE	33.75
09/27/13	JOHNSON, BARBARA	414.95
09/27/13	KOHLER, ROCHELLE	98.00
09/27/13	KOZDROJ, GABRIELLA	75.00
09/27/13	LAMEYER, BRENT	54.38
09/27/13	LAMSON, ELIANA	27.00
09/27/13	MCCOMAS, LEAH	225.00
09/27/13	MUSKAT, JULIE	167.50
09/27/13	NADEAU, TAYLOR	99.90
09/27/13	NITZ, CARA	274.00
09/27/13	POVLITZKI, MARINA	128.25
09/27/13	PROESCH, ANDY	805.45
09/27/13	RANEY, COURTNEY	942.00
09/27/13	RAU, COLE	61.64
09/27/13	RESENDIZ, LORI	2,425.96
09/27/13	RICHTER, DANIEL	113.40
09/27/13	ROLLERSON, TERRANCE	45.00
09/27/13	SCHREIER, ROSEMARIE	300.00
09/27/13	SCHREINER, MARK	29.20
09/27/13	SMITH, ANN	61.65
09/27/13	SMITH, CASEY	99.21
09/27/13	SMITH, JEROME	204.00
09/27/13	SMITLEY, SHARON	310.82
09/27/13	SYME, LAUREN	90.54
09/27/13	TREPANIER, TODD	270.25
09/27/13	TRUE, ANDREW	40.88
09/27/13	TUPY, HEIDE	45.80
09/27/13	TUPY, MARCUS	95.00
09/27/13	WARNER, CAROLYN	92.40
09/27/13	WEINHAGEN, SHELBY	78.75
09/27/13	WHITE, DANICA	18.38
09/27/13	YUNKER, JOSEPH	184.00
09/27/13	BOSLEY, CAROL	126.00
09/27/13	LANGER, CHELSEA	303.88
09/27/13	LANGER, KAYLYN	110.50
09/27/13	RANGEL, SAMANTHA	266.00
09/27/13	WISTL, MOLLY	422.63
09/27/13	CRAWFORD, SHAWN	480.00
09/27/13	CUSICK, JESSICA	367.63
09/27/13	DOUGLASS, TOM	2,004.69
09/27/13	LOONEY, RAYJEANIA	240.00
09/27/13	LOONEY, RAYNIA	40.00
09/27/13	MAIDMENT, COLIN	386.75

	09/27/13	MALONEY, SHAUNA	200.75
	09/27/13	MCLENNON, MATTHEW	228.00
	09/27/13	PRINS, KELLY	1,800.21
	09/27/13	REILLY, MICHAEL	2,054.03
	09/27/13	STEFFEN, MICHAEL	102.00
	09/27/13	THOMPSON, BENJAMIN	408.00
	09/27/13	COUNTRYMAN, BRENDA	1,340.00
	09/27/13	SWANSON, CHRIS	1,564.19
	09/27/13	PRIEM, STEVEN	2,472.89
	09/27/13	WOEHRLE, MATTHEW	2,278.92
	09/27/13	BERGO, CHAD	2,768.75
	09/27/13	FOWLDS, MYCHAL	3,911.11
	09/27/13	FRANZEN, NICHOLAS	2,817.49
9989552	09/27/13	AYD, GWEN	77.50
9989553	09/27/13	BOEHM, BRIAN	77.50
9989554	09/27/13	COLLOVA, MATT	112.50
9989555	09/27/13	KOSTECKI, JAKOB	30.00
9989556	09/27/13	LIVELY, BRANDON	70.00
9989557	09/27/13	MASON, KYLE	280.50
9989558	09/27/13	O'BRIEN, PATRICIA	68.00
9989559	09/27/13	RYDEL, MICHAEL	14.00
9989560	09/27/13	SMITH, CORTNEY	204.00
9989561	09/27/13	CORCORAN, JOSHUA	178.50
9989562	09/27/13	O'BRIEN, ELIZABETH	72.50
9989563	09/27/13	WALES, ABIGAIL	160.36
			507,968.23

**Check Register
City of Maplewood**

10/03/2013

Check	Date	Vendor	Description	Amount	
90826	09/30/2013	05273	SONGBLAST	PERFORMANCES MCC SEPT 26	1,440.00
90827	10/01/2013	05260	VISUALPRO 360 INC.	VIGILANT VIDEO MOBILITY LPR SYSTEM - 2	15,325.88
90828	10/08/2013	02396	SHANN FINWALL	REIMB FOR MILEAGE 7/29 - 9/20	107.80
90829	10/08/2013	00526	FOREST LAKE CONTRACTING INC	PROJ 09-08 HWY 36/ENGLISH PMT#11	825,207.15
90830	10/08/2013	00687	HUGO'S TREE CARE INC	HAZARD TREE REMOVAL & TRIMMING	4,718.16
	10/08/2013	00687	HUGO'S TREE CARE INC	STUMP GRINDING/MISC - JUNE STORM	3,968.06
90831	10/08/2013	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 11-14 PROF SRVS THRU 8/31	1,180.57
90832	10/08/2013	01085	MN LIFE INSURANCE	MONTHLY PREMIUM - OCTOBER	3,056.80
90833	10/08/2013	01941	PATRICK TROPHIES	TROPHIES - SOCCER	902.18
	10/08/2013	01941	PATRICK TROPHIES	TROPHIES - SOCCER	269.10
	10/08/2013	01941	PATRICK TROPHIES	TROPHIES - FLAG FOOTBALL	32.76
90834	10/08/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	27,757.25
	10/08/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	6,926.32
	10/08/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	122.58
	10/08/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	52.21
	10/08/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	15.45
90835	10/08/2013	01798	YOCUM OIL CO.	CONTRACT GASOLINE - SEPT	14,777.76
90836	10/08/2013	02411	ALEX AIR APPARATUS INC	SCBA TESTING/SERVICE	1,215.00
90837	10/08/2013	04848	AVESIS	MONTHLY PREMIUM - OCTOBER	280.99
90838	10/08/2013	05095	BBD INVESTMENTS, INC.	PROJ 09-08 IRRIGATION LINE 1285 COPE	369.52
90839	10/08/2013	01974	BLUE CROSS REFUNDS	REFUND BLUE CROSS FOR TRANS MEDIC	392.56
90840	10/08/2013	05234	BOLER EXPRESS CAR WASH	SQUAD CAR WASHES 8/9 - 9/25	154.62
90841	10/08/2013	00230	BRYAN ROCK PRODUCTS, INC.	LIMESTONE FOR GERANIUM PARK	100.25
90842	10/08/2013	05276	DENNIS BURKE	POLICE K9 KENNEL FENCING	280.00
90843	10/08/2013	05215	CORESTRONG FITNESS LLC	FLAG FOOTBALL INSTRUCTION	160.00
90844	10/08/2013	03619	DRAIN KING INC	SEWER CLEANING & TELEVISION	190.00
90845	10/08/2013	05207	EQUIFAX INFORMATION SERVICES	APPLICANT BACKGROUND CHECKS	60.00
90846	10/08/2013	00472	MICHAEL A ERICSON	CONSULTING FEES 9/9 - 9/20	1,175.00
90847	10/08/2013	05064	FIRE CATT, LLC	FIRE HOSE TESTING	3,823.75
90848	10/08/2013	05275	FIRST STATE TIRE RECYCLING	RECYCLING TIRES	265.00
90849	10/08/2013	00531	FRA-DOR INC.	BLACK DIRT GERANIUM PARK	416.82
90850	10/08/2013	02929	GLTC PREMIUM PAYMENTS	LTC MONTHLY PREMIUM - OCTOBER	366.84
90851	10/08/2013	04947	HARDRIVES, INC.	PROJ 11-15 MILLS/OVERLAYS PMT#6	199,789.73
90852	10/08/2013	05216	ROCHELLE HAWTHORNE	REIMB FOR TUITION & BOOKS 5/9-8/15	1,501.98
90853	10/08/2013	02995	INTEGRATED LOSS CONTROL INC	AWAIR & RIGHT TO KNOW TRAINING	1,374.00
90854	10/08/2013	03978	KANE'S CATERING SERVICE, INC	CITY RECOGNITION EVENT	1,000.00
90855	10/08/2013	02336	M A TAYLOR INC	FITNESS CONSULTANT SRVS 3RD QTR	1,100.00
90856	10/08/2013	00942	MARSDEN BLDG MAINTENANCE CO	JANITORIAL SERVICES - SEPT	6,578.16
	10/08/2013	00942	MARSDEN BLDG MAINTENANCE CO	SANITIZE BASEMENT 1745 DULUTH ST	192.38
90857	10/08/2013	05274	NATIONAL GOVERNMENT SRVS, INC.	REFUND MEDICARE FOR TRANS MEDIC	350.14
	10/08/2013	05274	NATIONAL GOVERNMENT SRVS, INC.	REFUND MEDICARE FOR TRANS MEDIC	350.14
90858	10/08/2013	05208	ANN NELSON	EMS TRAINING	300.00
90859	10/08/2013	00001	ONE TIME VENDOR	REFUND EVENT 360 BOND DEPOSIT	5,000.00
90860	10/08/2013	00001	ONE TIME VENDOR	REFUND J NETICK MEMBERSHIP/BCBS	421.02
90861	10/08/2013	00001	ONE TIME VENDOR	REFUND M SMITH TRANS MEDIC	284.72
90862	10/08/2013	00001	ONE TIME VENDOR	REFUND W TUPPER - TREE REBATE	200.00
90863	10/08/2013	00001	ONE TIME VENDOR	REFUND B DAHL - TREE REBATE	100.00
90864	10/08/2013	00001	ONE TIME VENDOR	REFUND M HOWELL - TREE REBATE	100.00
90865	10/08/2013	00001	ONE TIME VENDOR	REFUND M MEEK - TREE REBATE	100.00
90866	10/08/2013	00001	ONE TIME VENDOR	REFUND H SCHULTE - TREE REBATE	100.00
90867	10/08/2013	00001	ONE TIME VENDOR	REIMB J GASPAR MILEAGE/TRAINING	95.05
90868	10/08/2013	00001	ONE TIME VENDOR	REFUND L LACOURSE - HP BENEFIT	80.00
90869	10/08/2013	00001	ONE TIME VENDOR	REIMB B CREAGER TRAINING	43.00

90870	10/08/2013	00001	ONE TIME VENDOR	REFUND J SAMEC PICNIC SHELTER	25.00
90871	10/08/2013	00001	ONE TIME VENDOR	REFUND K SINGH - BCBS BENEFIT	20.00
90872	10/08/2013	00001	ONE TIME VENDOR	REFUND K BOOKS - HP BENEFIT	20.00
90873	10/08/2013	04275	JIM RAINEY	REIMB FOR BLDG MAINT SUPPLIES	27.83
90874	10/08/2013	03879	SANSIO	EMS FEES - OCT	738.67
90875	10/08/2013	05099	RONALD C. SPINOSA	SPEAKER FOR MUSHROOM ID	75.00
90876	10/08/2013	01823	ST CROIX RECREATION CO INC	MEMORIAL BENCH FOR HILLSIDE PARK	1,047.38
90877	10/08/2013	04339	MICHAEL STREFF	REIMB FOR WORKOUT SHOES 9/24	75.00
90878	10/08/2013	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - SEPT	5,209.00
90879	10/08/2013	05199	SWANEE'S MUSIC INC.	PERFORMANCES MCC OCT 12 & 13	2,000.00
90880	10/08/2013	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - OCT	3,119.92
	10/08/2013	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - OCT	2,448.31
90881	10/08/2013	04076	VALLEY-RICH CO., INC.	EMERGENCY REPAIR SEWER 1870 RICE ST	10,989.75
90882	10/08/2013	05260	VISUALPRO 360 INC.	VIGILANT VIDEO MOBILITY LPR SYSTEM - 2	19,771.88
90883	10/08/2013	05013	YALE MECHANICAL LLC	CONDENSER CLEANING MCC	931.00
90884	10/08/2013	01807	SUSAN ZWIEG	REIMB FOR MILEAGE 9/15 - 9/18	161.59

1,180,831.03

59 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>
9/30/2013	MN State Treasurer	Drivers License/Deputy Registrar	24,202.91
9/30/2013	U.S. Treasurer	Federal Payroll Tax	98,195.80
9/30/2013	P.E.R.A.	P.E.R.A.	87,688.83
10/1/2013	MN State Treasurer	Drivers License/Deputy Registrar	31,172.13
10/1/2013	US Bank Merchant Services	Credit Card Billing fee	245.53
10/1/2013	US Bank	Debt Service payments	575,406.26
10/1/2013	MidAmerica - ING	HRA Flex plan	7,450.02
10/1/2013	Labor Unions	Union Dues	3,681.74
10/1/2013	MN State Treasurer	State Payroll Tax	20,117.82
10/2/2013	MN State Treasurer	Drivers License/Deputy Registrar	50,645.50
10/2/2013	Pitney Bowes	Postage	15.00
10/3/2013	MN State Treasurer	Drivers License/Deputy Registrar	43,735.58
10/4/2013	MN State Treasurer	Drivers License/Deputy Registrar	48,156.33
10/4/2013	MN Dept of Natural Resources	DNR electronic licenses	419.50
10/4/2013	Optum Health	DCRP & Flex plan payments	1,670.34
			<u><u>992,803.29</u></u>

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Shann Finwall, AICP, Environmental Planner
Steve Love, Assistant City Engineer

DATE: October 7, 2013

SUBJECT: Approval of Summary Ordinance for the Subsurface Sewage Treatment System Ordinance

Introduction

The City Council adopted the Subsurface Sewage Treatment System (SSTS) ordinance on September 23, 2013. The ordinance goes into effect upon publication. According to state law, the City Council may direct that a summary of an ordinance be published rather than the entire ordinance text. The SSTS ordinance contains 33 pages of text which would be costly to publish. As such, staff is recommending the City Council authorize a summary ordinance for publication.

Background

State statute requires that summary ordinances give an accurate synopsis of the essential elements of the ordinance. Staff proposes the following language for the summary ordinance:

Ordinance No. 934

An Ordinance to the Maplewood Municipal Code Regarding Subsurface Sewage Treatment Systems

On September 23, 2013, the Maplewood City Council adopted a Subsurface Sewage Treatment System (SSTS) ordinance to comply with new state rules regulating septic systems. The City's previous SSTS ordinance was adopted in 2002. Following is a summary of the new ordinance:

1. Purpose - to establish minimum requirements for regulation of septic systems for the treatment and dispersal of sewage within the City in order to protect public health and safety, groundwater quality, and prevent or eliminate the development of public nuisances.
2. Management Plans - required for all new or replaced systems.
3. Operating Permit - required for SSTS with a pretreatment device, custom engineered design, or design flow of more than 5,000 gallons per day.
4. Compliance Inspections - required for construction of a new system; modification, upgrade, or repair of existing systems; prior to issuance of building permits for bedroom additions; expansion or change in use of the building or property being

- served by the system that might impact performance of the system; and at time of property transfer.
5. Maintenance – maintenance inspections required every three years.
 6. Abandonment – requirement that all systems no longer in use be abandoned.
 7. Administration of the ordinance:
 - a. Trained Administrator - the City is required to designate an individual at the City who is trained in the administrative requirements of the SSTS program.
 - b. Licensed Inspector – the City shall employ or retain under contract a qualified and appropriately licensed professional to administer and operate the SSTS program.
 - c. Maintenance Inspections – the City is will create an administrative process to ensure that property owners submit the required maintenance inspections to the City every three years.

The SSTS ordinance goes into effect after publication. An official copy of the SSTS ordinance is on file in the office of the Maplewood City Clerk, 1830 County Road B East, Maplewood, or can be obtained on the city's website at www.ci.maplewood.mn.us/septic. Questions regarding this ordinance should be directed to Steve Love, Assistant City Engineer at (651) 249-2404 or steve.love@ci.maplewood.mn.us.

Budget Impact

None

Recommendation

Adopt the above-mentioned Subsurface Sewage Treatment System ordinance summary publication. Once approved by the City Council, staff will publish the summary ordinance in the city's official newspaper.

Attachments

SSTS Summary Ordinance

City of Maplewood**Ordinance No. 934****An Ordinance to the Maplewood Municipal Code Regarding
Subsurface Sewage Treatment Systems**

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MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Karen Guilfoile, City Clerk

DATE: October 7, 2013

SUBJECT: Approval of Resolution Certifying Election Judges for the November 5, 2013 General Municipal Election

Introduction

RESOLUTION ACCEPTING ELECTION JUDGES

RESOLVED, that the City Council of Maplewood, Minnesota, accepts the following list of Election Judges for the 2013 General Election to be held on Tuesday, November 5, 2013.

Ahrens, Fran	DeBernardi, Nancy	Herber, Darlene
Aikens, Meridith	Desai, Kalpana	Hervig, Cindy
Allen, Jim	DeZelar, Phil	Hinnenkamp, Gary
Anderson, Nancy	Dickson, Helen Jean	Hulet, Jeanette
Anderson, Suzanne	Dittli, Albin	Hulet, Robert
Ansari, Ahsan	Droeger, Diane	Jago, Carol
Arnold, Ajla	Duellman, Audrey	Jahn, David
Babin, Paul	Dunham, Bob	Jensen, Robert
Bartelt, Joan	Eickhoff, Carolyn	Johannessen, Judith
Bedor, David	Ewald, Jeanne	Johansen, Kathleen
Beggs, Regan	Fitzgerald, Delores	Johnson, Warren
Behr, Jeanette	Fowler, Cynthia	Jones, Shirley
Belland, Jaime	Franzen, Nick	Kapfer, Deb
Berry, Robert (Bud)	Freer, Mary Jo	Kipka, Judy
Bjorklund, Diane	Fuller, Mary Katherine	Kirchoff, Harold
Bolden, Donita	Gaboury, Shirley	Knauss, Carol
Booher, Michele	Garvey, Terrence	Knutson, Lois
Bortz, Albert	Gebauer, Victor	Kramer, Dennis
Bortz, Jeanne	Gerten, John	Kreger, Jason
Brandon, Ginny	Gierzak, Sister Clarice	Kwapick, Jackie
Brandon, Richard	Golaski, Diane	Lampe, Charlotte
Bunkowske, Bernice	Gudknecht, Jamie	Larson, Michelle
Carle, Jeanette	Gustafson, Dianne	Layer, Stephanie
Carol, Thomalla	Guthrie, Rosie	Layer, Tom
Carson, Helen	Haddad, Joyce	Leiter, Barbara
Combe, Edward	Hahn, Sandra	Leonard, Claudette
Connelly, Thomas	Hahn, Vonna	Liptak, Marianne
Conover, Florence	Hanson, Joan	Loipersbeck, Darlene
Danielson, Nate	Harder, Mary	Loipersbeck, Jules
D'Arcio, India	Hart, Barbara	Mahowald, Valerie

Mahre, Jeri	Pedersen, Bernard	Skaar, Delaney
Mammenga II, Donald	Peper, Marilyn	Skaar, Steven
Manthey, John	Posch, Roger	Skaar, Susan
Maskrey, Thomas	Putz, Shelly	Spangler, Bob
McCann, John	Putz, Steve	Stafki, Tim
McCarthy, Peggy	Renslow, Rita	Steenberg, Judith
McCauley, Judy	Rodriguez, Vincent	Steenberg, Richard
Mechelke, Mary Lou	Rudeen, Elaine	Storm, Mary
Millette, James	Sagert, Chris	Taylor, Lori
Moreno, Marlene	Sandberg, Janet	Thomforde, Faith
Muenchow, Mike	Sands, Warren	Tourville, Michael
Myster, Thomas	Sauer, Kathleen	Trippler, Dale
Nelson, Clare	Sawyer, Sharon	Tschida, Micki
Nelson, Percy	Scharnott, Thomas	Urbanski, Carolyn
Newcomb, Mary	Schluender, Cynthia	Urbanski, Holly
Nichol, Jane	Schmidt, William	Urbanski, William
Nichols, Miranda	Schneider, Mary Ann	Vanek, Mary
Nissen, Helen	Schramel, Betty	Wasmundt, Gayle
Norberg, Ann	Schramel, Jim	Wolfgram, Dorothy
O'Brien, D. William (Bill)	Schultz, Louise	Yorkovich, Cindy
Olson, Anita	Seitz, James	Zian, Helen
Olson, Lois	Seyfer, Deborah	Zipko, Leroy
Parent, Dian	Shores, Teresa	

Budget Impact

The wages and benefits for the election judges have been planned for and will be funded from the 2013 elections budget.

Recommendation

Approval of the list of election judges is requested. Approval of this Resolution does not qualify individuals to serve as election judges. Appointments will be made from this list to fill the needed positions but not everyone on this list may be appointed. Additionally, individuals that have not completed the required election judge training and completed the paperwork required by the city will not be permitted to work unless they have met these requirements.

MEMORANDUM

TO: R. Charles Ahl, City Manager
FROM: Gayle Bauman, Finance Director
DATE: September 24, 2013
SUBJECT: Approval of Annual Maplewood Historical Society Payment

Introduction

On September 11, 2001 the City Council approved a motion to include a \$2,000 payment to the Maplewood Historical Society in the city's budget each year.

This year's payment of \$2,000 needs to be authorized.

Budget Impact

This annual payment has been incorporated in the 2013 Budget.

Recommendation

Council authorization is needed annually to make the \$2,000 payment because it is not a required payment. Staff is asking the council to approve the payment for 2013.

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Mychal Fowlds, IT Director

DATE: October 8, 2013

SUBJECT: Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 2 with Weber, Inc., Police Department Expansion Project – Phase 1A

INTRODUCTION

The City Council will consider approving the attached resolution directing the modification of the existing construction contract for the Police Department Expansion Project – Phase 1A.

BACKGROUND

On April 8, 2013, the Council awarded Weber, Inc. a construction contract for the build out of offices and modification of existing areas in 1902 County Road B East in the amount of \$165,000. There has been one change order to the contract to date.

DISCUSSION

The modifications consist primarily of small changes due to items found during the demolition of existing areas along with a few small items that were not included in the initial contract. These modifications result in an increase to the overall construction contract.

Miscellaneous electrical work (Addition)

This item is due to some changes to locations of exterior lighting for egress purposes along with the completion of panel LP-6.

The change order costs are summarized below:

<u>Change Order #2</u>	<u>Amount</u>
1 Miscellaneous electrical work	\$ 2,456.48
Total Change Order No. 2	\$ 2,456.48

BUDGET

Approval of Change Order No. 2 will increase the project construction contract amount by \$2,456.48 from \$166,936.51 to \$169,392.99. 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. 2, for the Police Department Expansion Project – Phase 1A.

ATTACHMENTS

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

**RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
POLICE DEPARTMENT EXPANSION PROJECT - PHASE 1A, CHANGE ORDER NO. 2**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Police Department Expansion Project – Phase 1A, 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 Police Department Expansion Project – Phase 1A, Change Order No. 2.

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

1. The Mayor is hereby authorized and directed to modify the existing contract by executing said Change Order No. 2 which is an increase of \$2,456.48.

The revised contract amount is \$169,392.99.

Adopted by the Maplewood City Council on this 14th day of October 2013.

**CHANGE ORDER
CITY OF MAPLEWOOD**

PROJECT NAME: Police Department Expansion Project - Phase 1A
CONTRACTOR: Derau Construction
CHANGE ORDER NO.: Two (2)
DATE: October 14, 2013

The following changes shall be made in the contract documents:

ADD BID SCHEDULE CO #2 – CHANGE ORDER NO. 2

Item No.	Item Description	Amount
1	Miscellaneous electrical work	\$ 2,456.48
TOTAL SCHEDULE CO #2		\$2,456.48
TOTAL NET CHANGE ORDER NO. 2		\$2,456.48

CONTRACT STATUS:

Original Contract: \$165,000.00
Net Change of Prior Changes: \$1,936.51
Change this Change Order: \$2,456.48
Revised Contract: \$169,392.99

Recommended By: SEH, Inc.

By: _____ Date: _____

Agreed to By: Weber, Inc.

By: _____ Date: _____

Approved By: City of Maplewood

By: _____ Date: _____

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Mychal Fowlds, IT Director

DATE: October 7, 2013

SUBJECT: Approval of Resolution Directing Modification of Existing Construction Contract, Change Order 5 with Weber, Inc., Police Department Expansion Project – Phase 2

INTRODUCTION

The City Council will consider approving the attached resolution directing the modification of the existing construction contract for the Police Department Expansion Project – Phase 2.

BACKGROUND

On April 29, 2013, the Council awarded Weber, Inc. a construction contract for the build out of offices and modification of existing areas in 1830 County Road B East in the amount of \$359,000. There have been 4 change orders to the contract to date in the amount of \$14,025.63.

DISCUSSION

The modifications consist primarily of small adjustments due to items found during the demolition of existing areas or small changes to the scope of work. These modifications result in a decrease to the overall construction contract.

Work not needed in existing office (Subtraction)

The original contract listed work to be done in an existing office that was not changing. Due to the fact that the office needed no changes no work was then performed and a credit was issued.

Exterior wall work & removal of window film (Subtraction)

During work it was noticed that below grade wall repair was needed in one of the offices and the work was completed. Also, initially it was planned to have a privacy film installed on the interior windows of the corridor leading to the Investigations offices. After speaking with Chief Schnell it was determined that this was not needed. The net amount of this item is a credit to the project.

The change order costs are summarized below:

<u>Change Order #5</u>	<u>Amount</u>
1 Work not needed in existing office	\$ (1,452.75)
2 Exterior wall work & removal of window film	\$ (950.00)
Total Change Order No. 5	\$ (2,402.75)

BUDGET

Approval of Change Order No. 5 will decrease the project construction contract amount by \$2,402.75 from \$373,025.63 to \$370,622.88. 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. 5, for the Police Department Expansion Project – Phase 2.

ATTACHMENTS

1. Resolution Directing Modification of Existing Construction Contract, Change Order No. 5
2. Change Order Form

**RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
POLICE DEPARTMENT EXPANSION PROJECT - PHASE 2, CHANGE ORDER NO. 5**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Police Department Expansion Project – Phase 2, 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 Police Department Expansion Project – Phase 2, Change Order No. 5.

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

1. The Mayor is hereby authorized and directed to modify the existing contract by executing said Change Order No. 5 which is a decrease of \$2,402.75.

The revised contract amount is \$370,622.88.

Adopted by the Maplewood City Council on this 14th day of October 2013.

**CHANGE ORDER
CITY OF MAPLEWOOD**

PROJECT NAME: Police Department Expansion Project - Phase 2
CONTRACTOR: Weber, Inc.
CHANGE ORDER NO.: Five (5)
DATE: October 14, 2013

The following changes shall be made in the contract documents:

ADD BID SCHEDULE CO #5 – CHANGE ORDER NO. 5

Item No.	Item Description	Amount
1	Work not needed in existing office	\$ (1,452.75)
2	Exterior wall work & removal of window film	\$ (950.00)
TOTAL SCHEDULE CO #5		\$2,402.75
TOTAL NET CHANGE ORDER NO. 5		\$2,402.75

CONTRACT STATUS:

Original Contract: \$359,000.00
Net Change of Prior Changes: 14,025.63
Change this Change Order: (2,402.75)
Revised Contract: \$370,622.88

Recommended By: SEH, Inc.

By: _____ Date: _____

Agreed to By: Weber, Inc.

By: _____ Date: _____

Approved By: City of Maplewood

By: _____ Date: _____

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: DuWayne Konewko, Parks & Recreation Director

DATE: October 7, 2013

SUBJECT: Approval to Amend Contract with The Conservation Fund to Extend Sale of Real Estate for Fish Creek

Introduction

The City of Maplewood and The Conservation Fund entered into a contract for Sale of Real Estate for the purchase of the Fish Creek Parcel on August 16, 2011. The contract expired on October 11, 2013. Both parties, The Conservation Fund and the City of Maplewood, hereby agree to extend the contract date from October 11, 2013 to December 16, 2013.

Background

Staff continues to work towards the successful completion of the acquisition of this parcel. Pursuant to one of the grant agreements, staff was required to conduct a Self-Contained Appraisal on six acres of the Fish Creek Parcel. In addition, staff updated the original Phase I that was conducted in 2011. Staff expects to receive these documents by the end of October. Staff is continuing to work with the City Attorney on the completion of the closing packet.

Budget Impact

None

Recommendation

Staff recommends that the City Council approve the Amendment to Contract for Sale of Real Estate and authorize the Mayor to sign the contract extension.

Attachments

1. Amendment to Contract for Sale of Real Estate

AMENDMENT TO CONTRACT FOR SALE OF REAL ESTATE

WHEREAS, THE CONSERVATION FUND (the "Seller") and the CITY OF MAPLEWOOD ("Purchaser") entered into that certain Contract for Sale of Real Estate dated August 16, 2011, for a certain parcel of land containing 69.6 +/- acres, located in the County of Ramsey, State of Minnesota (the "Contract"); and

WHEREAS, the parties are desirous of amending the Contract under the same terms and conditions as set forth in the Contract and any amendments thereto.

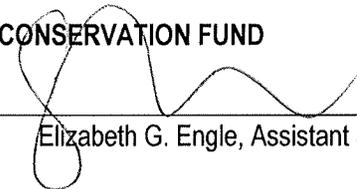
NOW THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt and adequacy of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Notwithstanding the terms of Section 4 of the Contract to the contrary, the date of the Closing under the Contract is hereby **extended** from **October 11, 2013** to **December 16, 2013**.
2. All other terms and conditions in said Contract are hereby ratified and affirmed.
3. This Amendment may be executed in counterparts, all of which shall constitute one agreement which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____ 2013.

SELLER:

THE CONSERVATION FUND

By:  _____
Elizabeth G. Engle, Assistant Secretary

Date: 9/20/13

PURCHASER:

CITY OF MAPLEWOOD

By: _____
Printed Name: _____
Title: _____

Date: _____

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Paul P. Schnell, Chief of Police
DATE: October 4, 2013
SUBJECT: Approval of Joint Powers Agreement With Ramsey County For Violent Crime Enforcement Team

Introduction

City Council approval is requested for the Police Department to enter into a Joint Powers Agreement with Ramsey County for participation in their Violent Crime Enforcement Team.

Background

On February 7, 2005, Ramsey County and the City of St. Paul executed a Joint Powers Agreement creating the East Metro Narcotics Task Force. On January 31, 2007, this Joint Powers Agreement was amended to include the Cities of Maplewood, Roseville, and White Bear Lake as members of the Task Force. Then, on June 1, 2010, a second amendment was made to change the name from East Metro Narcotics Task Force to the Ramsey County Violent Crimes Enforcement Team (RCVCET) and to add the Cities of Lino Lakes and North St. Paul as members.

The RCVCET was formed for the purpose of enforcing controlled substance laws and investigating and prosecuting gang and violent crimes, especially felonies that have the likelihood of being related to the distribution of narcotics.

This proposed Joint Powers Agreement is to formally create and establish the Ramsey County Violent Crime Enforcement Team as an organization to coordinate efforts to investigate, apprehend, and prosecute drug offenders, violent offenders, gang members, and career criminals and to define the rights and obligations of the agencies involved with respect to the duties and activities performed throughout the term of the Agreement.

The member agencies of the RCVCET under this Joint Powers Agreement are Ramsey County, City of Maplewood, City of New Brighton, City of Roseville, City of Saint Paul, and City of White Bear Lake. Each of the member agencies will be required to assign licensed peace officer(s) and/or civilian personnel to the RCVCET to carry out the purpose of this Agreement.

The initial term of this Joint Powers Agreement is for a one-year period, from January 1, 2013, through December 31, 2013. The Agreement will then automatically renew for additional one-year periods up to a maximum of four renewal terms. We may withdraw from the Agreement with 30 days' written notice.

Budget Impact

Ramsey County will be the grant applicant for funding from the Minnesota Office of Justice Programs, Department of Public Safety, and all other sources for this Agreement. They will also incur the expenses and make necessary expenditures for the RVCET and serve as the fiscal agent.

Recommendation

It is recommended that City Council approval be given to enter into this Joint Powers Agreement with Ramsey County.

Attachments

1. Joint Powers Agreement

**JOINT POWERS AGREEMENT OF THE RAMSEY COUNTY VIOLENT CRIME
ENFORCEMENT TEAM**

This is an agreement between Ramsey County, a political subdivision of the State of Minnesota, and the City of Maplewood, the City of New Brighton, the City of Roseville, the City of St. Paul, and the City of White Bear Lake, Minnesota municipalities (hereinafter collectively referred to as "the Parties"), pursuant to the provisions of Minnesota Statutes §471.59, the Joint Powers Act ("Agreement").

WHEREAS, The Parties each have law enforcement agencies with police powers within their respective jurisdictions: Ramsey County has the Ramsey County Sheriff's Office, the City of Maplewood has the Maplewood Police Department, the City of New Brighton has the New Brighton Police Department, the City of Roseville has the Roseville Police Department, the City of St. Paul has the St. Paul Police Department and the City of White Bear Lake has the City of White Bear Lake Police Department (hereinafter collectively referred to as "the Agencies"); and

WHEREAS, The Agencies are responsible for the enforcement of controlled substance laws in their respective jurisdictions; and

WHEREAS, On February 7, 2005, Ramsey County, through the Ramsey County Sheriff's Office, and the City of St. Paul, through the St. Paul Police Department, executed a Joint Powers Agreement ("JPA") creating the East Metro Narcotics Task Force for a term of one year, with an automatic renewal clause; and

WHEREAS, On January 31, 2007, the JPA was amended to add the Cities of Maplewood, Roseville, and White Bear Lake as members of the Task Force; and

WHEREAS, On June 1, 2010, a Second Amendment to the Agreement was executed to change the name of the East Metro Narcotics Task Force to be the Ramsey County Violent Crimes Enforcement Team ("RCVCET") and to add the Cities of Lino Lakes and North St. Paul as members; and

WHEREAS, Since the execution of the Second Amendment, the Cities of Lino Lakes and North St. Paul have withdrawn from the RCVCET; and

WHEREAS, The RCVCET was formed for the purpose of enforcing controlled substance laws and investigating and prosecuting gang and violent crimes, especially felonies that have the likelihood of being related to the distribution of narcotics and/or other cases that have an impact on all Parties; and

WHEREAS, It is the intent of the Parties that this Agreement shall constitute an amendment to the JPA, as previously amended, effective upon final execution by all Parties;

THEREFORE, The Parties agree as follows:

1. General Purpose

The purpose of this Agreement is to formally create and establish the Ramsey County Violent Crime Enforcement Team (hereinafter "RCVCET") as an organization to coordinate efforts to investigate, apprehend, and prosecute drug offenders, violent offenders, gang members and career criminals and to define the rights and obligations of the Parties with respect to the duties and activities performed by the RCVCET throughout the term of the Agreement. The RCVCET is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

2. Members

The RCVCET is hereby established by the Parties. The RCVCET members are Ramsey County, the City of Maplewood, the City of New Brighton, the City of Roseville, the City of St. Paul, and the City of White Bear Lake.

3. Good Faith

The Parties and the Agencies shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in an equitable and timely manner.

4. Term of Agreement/Termination

4.1 The initial term of this Agreement shall be for a one-year period, from January 1, 2013, through December 31, 2013 ("Initial Term").

4.2 This Agreement shall automatically renew for additional one year periods ("Renewal Term") up to a maximum of four Renewal Terms, unless all Parties give written notice to the other Parties of their intent not to renew at least sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term.

4.3 A Party may withdraw from this Agreement at any time with a 30 days written notice to the other Parties. Withdrawal shall not excuse a Party from obligations incurred prior to the effective date of withdrawal. This Agreement shall automatically terminate when all but one Party has withdrawn.

4.4 Upon expiration, dissolution, or other termination of this Agreement,

4.4.1 any outstanding financial obligations of the RCVCET, excluding obligations for payment of claims as set forth in Section 7 of this Agreement, will be paid out of remaining RCVCET Funds and/or the proceeds of the sale of RCVCET-owned property. If such funds or proceeds are inadequate to meet all of such outstanding financial obligations, the shortage will be subject to payment by the individual Parties to this Agreement as follows: 50% will be paid by the Ramsey County Sheriff and the remaining 50% will be paid by the police departments of the Cities, each in a sum that is a percentage of the total obligation that is equal to the percentage the city's population bears to the

population of all of the Cities combined, upon receipt of a notice from the Fiscal Agent (See Section 9.2);

- 4.4.2 if, after payment of all outstanding financial obligations pursuant to section 4.4.1, there remain any RCV CET funds or property owned by the RCV CET, all RCV CET funds, property owned by the RCV CET, or the proceeds of a sale of RCV CET property shall be distributed to the Agencies that are members of the RCV CET at the time of the expiration, dissolution, or termination and who have been members of the RCV CET for a minimum of 12 consecutive months prior to the expiration, dissolution, or termination, using the formula set forth in section 4.4.1 for payment of outstanding financial obligations; and
- 4.4.3 property of the Agencies or the Parties that had been loaned for use by the RCV CET shall be returned to the loaning Agency or Party.

5. State Assistance for Narcotics Control

Ramsey County, acting on behalf of RCV CET, the Parties to this Agreement, and/or the Agencies, in relation to this Agreement, shall be the grant applicant for funding from the Minnesota Office of Justice Programs ("OJP"), Department of Public Safety ("DPS") for multi-jurisdictional narcotics task forces and violent crime teams, and all other sources for this Agreement. The Parties agree to seek and maintain certification pursuant to the provisions of Minn. Stat. §299A.642, subd.4.

6. RCV CET Board

- 6.1 The governing body of the RCV CET shall be a Board of Directors ("RCV CET Board"), to be made up of the chief law enforcement officer or designee from each of the Agencies; one representative from the RCAO; and up to three additional members selected by the governing body. All Directors shall serve at the pleasure of their appointing authorities. The RCV CET Board shall select an Executive Director on an annual basis, who shall conduct business meetings, document meeting minutes, and maintain frequent communication with members of the RCV CET Board and the Commander.
- 6.2 Directors shall not be deemed employees of the RCV CET and shall receive no compensation from the RCV CET for serving as directors.
- 6.3 The RCV CET Board has final administration and policy decision-making authority for the RCV CET, including development of a strategic enforcement plan. Decisions shall be made by a majority of the RCV CET Board.
- 6.4 The RCV CET Board shall meet quarterly to evaluate the progress of the RCV CET. The RCV CET Board shall maintain financial and other records of RCV CET activities. A special meeting may be called by any Director, or by the RCV CET Commander.

- 6.5 The RCV CET Board, through the Fiscal Agent, may apply for grants, approve contracts, including agreements for the rental of real property, incur expenses and make expenditures necessary and incidental to the effectuation of the purpose for which the RCV CET is organized as described in Section 1 of this Agreement and consistent with the powers of the RCV CET Board.
- 6.6 The RCV CET Board will develop and approve RCV CET priorities, a RCV CET budget, and RCV CET operational policies and procedures.
- 6.7 The RCV CET Board shall cooperate with other federal, state, and local law enforcement agencies when appropriate and necessary to accomplish the purpose for which the RCV CET is organized.
- 6.8 The RCV CET Board, through the Fiscal Agent, shall make the RCV CET books, reports, and records open to inspection by the Agencies at all reasonable times.
- 6.9 The RCV CET Board has sole authority to incur obligations and approve contracts and take final action on behalf of the RCV CET.
- 6.10 The RCV CET Board may not incur obligations or approve contracts that extend beyond the Initial Term or any Renewal Term of this Agreement or which will require the expenditure of funds in excess of RCV CET Funds available.
- 6.11 The RCV CET Board shall make a quarterly statistical report and a financial report to the Parties on all activities conducted by the RCV CET.
- 6.12 The RCV CET Board shall arrange an audit annually of all of the RCV CET's financial accounts, the cost of which will be paid out of state funds.

7. Insurance and Indemnification

- 7.1 The RCV CET shall purchase a policy of municipal liability insurance, and may purchase such other insurance as it deems appropriate and necessary, covering the acts and omissions of the RCV CET, its Board of Directors and its employees, and the Parties to this Agreement and their employees, officials, and agents, in an amount not less than the statutory maximum set forth in Minn. Stat. §466.04. The cost of the municipal liability insurance policy shall be paid from the RCV CET Funds. The cost of any other insurance shall be paid in a manner to be determined by the RCV CET Board
- 7.2 The RCV CET shall defend, indemnify and hold harmless the Parties, their officers, employees, and volunteers, from and against any and all claims, damages, losses, suits, judgments, costs, and expenses, including attorney's fees, arising out of or related to the acts or omissions of any person acting on behalf of the RCV CET Board in carrying out the terms of this Agreement.
- 7.3 For liability not covered by insurance, the Parties and the RCV CET agree to share the costs of such liability, including the costs of defense, using the formula

described in 4.4 for allocation of payment for outstanding obligations and distribution of assets on termination of this Agreement.

- 7.4 Nothing herein, including the purchase by the RCV CET of excess liability coverage for federal law claims, shall constitute a waiver of the limits of liability, exceptions, defenses, or immunities under Minnesota State statutes.
- 7.5 To the fullest extent permitted by law, actions by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minn. Stat. §471.59, subd. 1a (a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility or liability for the acts or omissions of another Party, its officials, employees, and volunteers.

8. RCVCET Operations

- 8.1 The RCV CET shall operate in compliance with the Multijurisdictional Task Force Operating Procedures and Guidelines Manual adopted by the Violent Crime Coordinating Council on June 12, 2013, as may be amended from time to time, all of which are incorporated herein and made part of this Agreement by reference.
- 8.2 Ramsey County shall serve as the Coordinating Agency. Daily operation and responsibility for carrying out the purpose of the RCV CET shall be under the direction of the RCV CET Commander, selected by the RCV CET Board.
- 8.3 The RCV CET Commander will plan and coordinate case activities and direct investigative activities based on intelligence provided by the Agencies, with priorities as determined by the RCV CET Board.
- 8.4. The RCV CET Board shall operate in compliance with all reporting requirements of a grant recipient.

9. Finances

- 9.1 RCV CET operations will be financed from the RCV CET Byrne grant funding, subject to the Terms and Conditions and Grant Program Guidelines, incorporated herein by reference; and may be additionally funded by supplemental funding from participating Agencies and/or from RCV CET drug forfeiture funds; and by any other grant funds obtained by the RCV CET ("RCVCET Funds").
- 9.2 Ramsey County shall serve as the Fiscal Agent for the RCV CET. Ramsey County shall not receive compensation from RCV CET Funds for its services.
- 9.3 Ramsey County, as Fiscal Agent, is authorized to receive all RCV CET Funds for deposit and make disbursements therefrom in accordance with generally accepted accounting practices and procedures, the current Office of Justice Program's Grant Manual, Governmental Accounting Standards, the Ramsey County Finance

Office Policies and Procedures for Fiscal Agents, and federal and state requirements. In conjunction therewith, the Ramsey County Sheriff's Office Accounting Division shall maintain current and accurate records of all obligations and expenditures of RCV CET Funds during the Initial Term and any Renewals and for six years after the termination of this Agreement in accordance with state law.

9.3.1 All RCV CET Funds handled by the Fiscal Agent shall be deposited into a separate RCV CET account at the County's depository bank.

9.3.2 Interest accrued on the RCV CET Funds shall be deposited in the RCV CET Funds account.

9.4 RCV CET Funds may be expended only as directed by the RCV CET Board and in accordance with this Agreement. In no event shall there be an expenditure of RCV CET Funds except per the approved RCV CET budget.

9.5 As Fiscal Agent, the Ramsey County Sheriff's Office shall be responsible for daily monitoring and maintenance of RCV CET financial matters and shall make and submit to the RCV CET Board a quarterly report of the budget status of the RCV CET Funds.

9.6 Any issues raised by a Member regarding the activities of the Fiscal Agent shall first be brought to the attention of the RCV CET Commander. If the matter is not resolved to the satisfaction of the Member, the Commander shall present the issue to the RCV CET Board for resolution. Any issues raised by the Fiscal Agent shall first be brought to the attention of the RCV CET Commander. If the matter is not resolved to the satisfaction of the Fiscal Agent, the Commander shall present the issue to the RCV CET Board for resolution.

9.7 As Fiscal Agent, Ramsey County is not responsible for providing services outside of the scope of services described in this Agreement. The County is not liable for management decisions made by the RCV CET. The County is not responsible for cash shortfalls due to funding shortfalls of the RCV CET.

10. RCV CET Personnel

10.1 The Agencies shall assign licensed peace officers and/or civilian personnel to the RCV CET as needed to carry out its purpose and to perform their responsibilities under this Agreement.

10.2 All personnel assigned to the RCV CET ("RCV CET Personnel") shall remain employees of the Party whose Agency assigned the personnel and shall not be considered temporary or permanent employees of any of the other Parties or Agencies or the RCV CET for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another of the Parties. The Parties

acknowledge their individual responsibility to provide all salary compensation and fringe benefits to their employees while performing services on behalf of the RCV CET. Benefits may include, but are not limited to, health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, PERA, vacation, sick leave, and unpaid leave of absence.

- 10.3 All RCV CET Personnel shall be required to comply with the Violent Crime Coordinating Council's Multijurisdictional Task Force Operating Procedures and Guidelines Manual and more restrictive rules of conduct and operating procedures prescribed by the RCV CET Commander, which shall be developed in consultation with the heads of the Agencies and in recognition of the rules of their respective Agencies, and adopted by the RCV CET Board. The RCV CET Commander, or his/her designee, shall refer disciplinary matters involving RCV CET Personnel to the person's originating Agency for investigation and disposition unless, based on the judgment of the RCV CET Commander, or his/her designee, a particular matter represents probable cause for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement agency for investigation, provided the person's Agency head is notified in advance thereof.
- 10.4 As assigned by the RCV CET Commander, RCV CET Personnel will be responsible for drug, gang and violent crime investigation, including information management, case development, and presenting cases for charging to the appropriate prosecuting authority. RCV CET Personnel may also assist other law enforcement agencies in surveillance and undercover operations. RCV CET Personnel will work cooperatively with assisting agencies. RCV CET Personnel who are peace officers and who take action in the jurisdiction of another jurisdiction are authorized to exercise the powers of a peace officer in the other jurisdiction for purposes of the RCV CET activities.
11. Advisor
The Ramsey County Attorney shall designate an Assistant Ramsey County Attorney to provide civil legal advice to the RCV CET Board as, and if, required.
12. Location
RCV CET activities shall take place out of a central location to be agreed to by the Agencies.
13. Forfeiture, Seizures and Fines
Proceeds received by the Agencies pursuant to Minnesota statutes on forfeitures from RCV CET case forfeitures shall be turned over to the Fiscal Agent to be used to support the efforts of the RCV CET according to the RCV CET Grant requirements. The use and disbursement of these proceeds must be approved by the RCV CET Board.

14. New Members

A governmental unit may become an additional member of the RCV CET upon approval by the RCV CET Board. Any governmental unit that applies to become a member must agree to assign at least one officer to the RCV CET. A governmental unit that becomes a new member shall be included in the term "Parties" as used in this JPA, its law enforcement agency shall be included in the term "Agencies" as used in this JPA, and the member and its agency shall be subject to all of the provisions of this JPA. Such governmental unit will become a member effective upon filing with the Fiscal Agent a certified resolution of the governmental unit's governing body approving and authorizing execution of this Agreement and an executed counterpart copy of this Agreement. Upon receipt of such resolution and executed copy, the Fiscal Agent will prepare a conformed copy showing execution by existing Parties and the new member and forward a copy to all Parties.

15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. All executed counterparts of this Agreement shall be forwarded to the Fiscal Agent. Upon receipt of executed counterparts from all parties, the Fiscal Agent will prepare one conformed copy of this Agreement and provide a copy to each Party.

16. The Parties to this Agreement are subject to the provisions of Minn. Stat. §299A.642.

17. This Agreement shall amend the JPA signed on February 7, 2005, as amended on January 31, 2007, and June 1, 2010, effective upon final execution by all Parties ("Effective Date").

IN WITNESS THEREOF, the undersigned Parties, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

RAMSEY COUNTY

Rafael Ortega, Chair
Ramsey County Board of Commissioners

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Matt Bostrom, Ramsey County Sheriff

Approved as to form and insurance:

Assistant County Attorney

CITY OF MAPLEWOOD

By: _____
Will Rossbach, Mayor

Date: _____

By: _____
R. Charles Ahl, City Manager

Date: _____

Approval recommended:

Paul Schnell, Police Chief
Maplewood Police Department

Approved as to form and legality:

City Attorney

Financial Services Director

CITY OF NEW BRIGHTON

By: _____
Dave Jacobsen, Mayor

Date: _____

By: _____
Dean R. Lotter, City Manager

Date: _____

Approval recommended:

Bob Jacobsen, Director
New Brighton Police Department

Approved as to form and legality:

City Attorney

Financial Services Director

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

Date: _____

By: _____
Patrick J. Trudgeon, Interim City Manager

Date: _____

Approval recommended:

Rick Mathwig, Police Chief
Roseville Police Department

Approved as to form and legality:

City Attorney

Financial Services Director

CITY OF SAINT PAUL

By: _____
Christopher B. Coleman, Mayor

Date: _____

Approval recommended:

Thomas E. Smith, Police Chief
Saint Paul Police Department

Approved as to form and legality:

Saint Paul City Attorney

Financial Services Director

CITY OF WHITE BEAR LAKE

By: _____
Jo Emerson, Mayor

Date: _____

By: _____
Mark Sather, City Manager

Date: _____

Approval recommended:

Julie Swanson, Captain/Acting Police Chief
White Bear Lake Police Department

Approved as to form and legality:

City Attorney

Financial Services Director

MEMORANDUM

TO: R. Charles Ahl, City Manager
FROM: Michael Thompson, Director of Public Works/City Engineer
DATE: October 7, 2013
SUBJECT: Approval of 3M Developer Agreement, Project 12-15

Introduction

The developer agreement for the 3M Research and Development Facility at 2301 McKnight Road is complete and ready for approval from the City Council. The proposed lab and office building will be located on the northeast corner of McKnight Road and Conway Avenue. The building will be five stories and have 400,000 square feet of lab and office space.

Background

On September 9, 2013, the City Council approved the parking waiver and site and architectural plans for a proposed lab and office building to be located at the northeast corner of McKnight Road and Conway Avenue allowing the project to proceed. A developer agreement is necessary to ensure that the conditions for approval are met. Attached is the development agreement which has been reviewed and recommended by the City Attorney.

Budget Impact

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

Recommendation

It is recommended that the City Council approve the attached Developer Agreement with 3M Company for the Research and Development Facility, as approved on September 9, 2013, and authorize the Mayor and City Manager to execute the agreement signifying City Council approval. Minor changes are authorized as approved by the City Attorney.

Attachments

1. Developer Agreement
 - a. Exhibit A: Fire Station Property Transfer
 - b. Exhibit B: Roadway Easements
 - c. Exhibit C: Development Special Conditions: 3M Improvements

CITY OF MAPLEWOOD
Ramsey County, Minnesota
Development Agreement for
3M Research and Development Facility
Developer Project: 12-15

THIS AGREEMENT made this ____ day of _____, 2013, between the City of Maplewood, a Minnesota municipal corporation, acting by and through its mayor and city manager, herein called the "CITY" and 3M COMPANY, a Delaware corporation, herein called the "DEVELOPER," whose corporate offices are located at 3M Center, Maplewood, Minnesota.

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

1. In consideration of the CITY accepting the 3M Research and Development Facility, herein called "IMPROVEMENTS", the DEVELOPER shall provide all necessary improvements including but not limited to public improvements on and adjacent to Conway Avenue and McKnight Road, internal water systems, storm water management facilities, sanitary sewers, additional facility utilities, street and parking lot improvements, concrete curb and gutter, street/parking lot lighting, signing, landscaping and other improvements, all in conformance with current City standards, more specifically outlined in the Council Adopted Special Conditions (**Exhibit C**) and approved plans and specifications to accommodate the improvements to the

property at 2301 McKnight Road N., Maplewood, MN 55109 herein called the "PROPERTY."

2. All internal IMPROVEMENTS constructed by the DEVELOPER shall be considered private utilities and/or improvements and shall be maintained by the DEVELOPER and/or its successors and assign(s). All public infrastructure to be constructed by the DEVELOPER to accommodate the private IMPROVEMENTS (such as adjustments to Conway Avenue) shall be reviewed and approved by the CITY and shall be built in conformance with current CITY standards. The DEVELOPER warrants that it is the owner of the property proposed for the construction of the private IMPROVEMENTS and maintains all rights and obligations necessary to construct the said improvements and to incur any property obligations for said identified lot.
3. The DEVELOPER agrees to execute a maintenance agreement with the CITY and Ramsey-Washington Metropolitan Watershed District (RWMWD) establishing the maintenance requirements and responsibilities for proposed stormwater best management practices such as rain water gardens/infiltration basins, underground storage structures, associated sump structures and storm sewer systems.
4. The DEVELOPER agrees to comply with the conditions and comments generated by the design review, review / approval from the City's Commissions and Boards, and review / approval by the City Council
5. The DEVELOPER shall reimburse any costs incurred by the CITY for plan review, engineering, legal, and administrative services, associated with the IMPROVEMENTS (City Project 12-15). These services will be invoiced and shall be paid in a timely manner. A \$20,000.00 cash escrow shall be established as a

- guarantee of payment at time of official plan submittal to the Community Development Department. The CITY will utilize this amount to pay for said services. If the \$20,000.00 is depleted then the CITY shall invoice the DEVELOPER directly.
6. 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.
 7. The DEVELOPER agrees to pay to the CITY a Park Dedication Fee (PAC) and for park improvements in the amount of \$285,000.00, payment paid at time of application for building permit. It is understood and agreed that this amount shall satisfy the obligation of the developer with respect to PAC fees, and/or park improvements for the proposed IMPROVEMENTS.
 8. The DEVELOPER agrees to install landscaping and trees on the project site in accordance with a Final Landscape Plan meeting City Code and approved by the CITY.
 9. The DEVELOPER agrees to pay to the CITY a Sewer Availability Charge (SAC) in the amount as determined by the Metropolitan Council Environmental Services and will also include Local SAC charges as determined by the City per the set Local SAC rate. These fees shall be paid to the CITY by the DEVELOPER at the time of building permit application.
 10. The DEVELOPER agrees to pay to the CITY a Water Availability Charge (WAC). This fee shall be paid at the time of building permit application and is based on the number of SAC units determined for the building. The WAC is the current WAC

- rate/unit multiplied by the number of SAC units as determined by the Metropolitan Council Environmental Services.
11. The DEVELOPER agrees to pay to the CITY all full and reasonable building and planning permit fees for the IMPROVEMENTS including a Building Permit Review Charge consistent with the current year's fee schedule. This fee shall be paid at the time of building permit application and based on estimated project valuation. The fee is Permit Cost + Plan Review +State Surcharge.
 12. The DEVELOPER agrees to pay to the CITY a public works permit fee consistent with the current year's rate schedule and also to establish an "erosion and sediment control" cash escrow in an amount of \$5,000.00. The permit fee and escrow shall be paid and established, respectively, at the time of grading permit application. The permit fee amount will be determined at the time plans are submitted for City review. The permit which includes grading permit/ technician plan review, manhole, connection, and storm/sewer base fees. The amount of the escrow reduction will be determined after full site stabilization.
 13. The DEVELOPER agrees to transfer ownership of certain properties as shown on Exhibit "A" to the City of Maplewood.
 - a. Deeds describing the two new legal descriptions, including the required easement descriptions must be drafted and stamped by the city. Ramsey County requires this acknowledgment of approval to record the deeds. These must be recorded with Ramsey County prior to the start of construction.

14. The DEVELOPER agrees to dedicate all necessary public easements as determined and agreed upon during the design review process.
15. The DEVELOPER agrees to prepare and execute a quit claim deed as approved by the City Attorney, at no cost to the City, in favor of the City of Maplewood for the proposed Fire Station land parcel (**Exhibit A**). Building permit issuance for the 3M Building Improvements shall not commence until successful execution of quit claim deed.
16. The DEVELOPER agrees to execute easements which have already been prepared by the CITY and furnished to the DEVELOPER (**Exhibit B**) for public street and utility purposes to the City of Maplewood. Building permit issuance for the 3M Building Improvements shall not commence until said easement dedications.
17. The DEVELOPER agrees by signing this agreement a right-of-entry for the CITY to access the private property within area of the IMPROVEMENTS during construction of said IMPROVEMENTS to allow for inspection and review.
18. The DEVELOPER agrees to install and maintain all required erosion control practices necessary for all construction work done by the DEVELOPER, including but not limited to: silt fence, sediment ponds, floating silt curtain, inlet protection, and rock construction entrances as directed by city staff.
19. Prior to the CITY issuing building permits for the IMPROVEMENTS it is agreed that the DEVELOPER will furnish the CITY with an self renewing irrevocable letter of credit in a form to be approved by the City Attorney in the amount of \$200,000.00 as a guarantee for performance. The letter of credit shall be posted prior to issuance of building permits. It is understood that funds so deposited or so committed shall

guarantee all costs of the work herein specified including but not limited to public and private improvements, administrative overhead, legal, engineering, and interest expense. The letter of credit must clearly indicate that it is an irrevocable letter of credit (from a financial institution approved by the City Attorney) in the name of the City of Maplewood, payable on demand, to assure compliance with the terms of this development agreement. The letter of credit must allow for partial withdrawals as needed to guarantee partial project payments covered under the terms of the letter of credit. The letter of credit shall be of a continuing duration and must have a statement indicating its automatic renewal, and with notification to the CITY a minimum of 60 days prior to its expiration. Reduction in the surety guarantee may be granted after written request by the DEVELOPER based on the cost of the completed and paid for improvements, restoration of the disturbed project areas and any outstanding service fees at the time of the requested reduction. The amount of the reduction will be determined by the city engineer according to the following milestone schedule generally described as:

- a. A \$40,000.00 reduction is available after obtaining all necessary permits for the IMPROVEMENTS, including payments of all necessary fees and permits to the CITY.
- b. Additional \$40,000 reduction available after successful completion of overall site grading and stabilization and completion of Public Improvements on and adjacent to public roadways.

- c. Additional \$40,000 reduction available after building footing installation is complete in addition to the installation of private utilities, including underground storage detention structure.
 - d. Additional \$40,000 reduction available after installation of the private improvements namely the final lift of bituminous pavement, concrete curb and gutter, lighting, tree replacement, landscaping, signing and monuments, fencing, sidewalks, and building façade.
 - e. Final \$40,000 reduction after all remaining Special Conditions have been met and a successful walk through inspection by the City Engineer and Building Official of all public infrastructure improvements AND private site improvements for full completion including but not limited to permanent site stabilization, final landscaping, full building completion and Certificate of Occupancy, final lift of bituminous, paying all City issued invoices, paying all subcontractors, no liens found on public or private work/improvements.
20. The DEVELOPER has entered into a Tax Increment Financing Agreement dated July 1, 2013 (the "TIF Agreement"), with the CITY associated with this project.
21. The TIF Agreement requires in Section 3.5 that the DEVELOPER pay for the portions of the Site Improvements (as defined in the TIF Agreement) described in Section 25 of this Agreement.
22. A CITY ordinance requires that prevailing wages are required when CITY funding is provided. The DEVELOPER shall pay prevailing wages for the following Site Improvement costs:

Site Preparation
Grading/earthwork
Parking, Driveway, Curb and Sidewalk Improvements
Foundations and Footings
On Site Utilities
Storm Water/Ponding
Outdoor Lighting
Steam and Chilled Water

23. Subject to an event of Force Majeure (as defined below), the DEVELOPER shall complete the private work covered by this contract by the date given in the Special Conditions of this Agreement. No deviation from the required completion date shall be permitted unless approved in writing by the CITY. After receipt of written notice from the DEVELOPER of the existence of causes over which the DEVELOPER has no control which will delay the completion of the work, the CITY, at its discretion, may extend the completion date and any financial sureties required shall be continued to cover the work during the extension of time. The DEVELOPER and CITY hereby agree that said work shall be completed by November 15, 2014. This date may be extended by mutual agreement of the DEVELOPER and the CITY. For purposes of this Agreement "force majeure" shall mean the following: an event occurring resulting in Developer being unable to perform any obligation hereunder (other than the payment of money) within the time set forth herein because of strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, war, natural disaster, or other reason of a like nature not the fault of such party and not within its control.
24. The DEVELOPER shall furnish all engineering, architectural and administrative services for the private and public IMPROVEMENTS and building projects.

25. 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; and in case any material or labor supplied shall be rejected by the CITY or engineer as defective or unsuitable, then such rejected material shall be removed and replaced with approved material to the satisfaction and approval of the CITY or engineer and at the sole cost and expense of the DEVELOPER. Construction and installation of all public improvements surrounding and within the property shall be done utilizing prevailing wage labor as defined by the State of Minnesota, DOLI.
26. After completion of any work required by the DEVELOPER within public right-of-way or easements, the City Engineer or the City Engineer's designated representative and a representative of the DEVELOPER's engineer will make a final inspection of the work. This provision shall apply only to work within public right-of-way or easements. The City will not warrant any work conducted by the contractor or contractors hired by the DEVELOPER.
27. 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 shall 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.

28. Breach of any terms of this agreement by the DEVELOPER shall be grounds for denial of building or occupancy permits for buildings within the 3M Campus Improvements until the DEVELOPER corrects such breach.
29. 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.
30. 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.

31. Any disputes regarding the terms and conditions of this Development Agreement or that of the Redevelopment Plan associated herewith shall be resolved through appropriate non-binding ADR means. Disputes that require or lead to litigation shall be governed under the laws of the State of Minnesota and shall be pursued in the District Court of Ramsey County.

32. 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. 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:

As to the CITY: City Manager
City of Maplewood
1830 County Road B East
Maplewood, MN 55109

As to the DEVELOPER: 3M Company
Attn: H.W. Gjersdal, Jr.
Vice President of Real Estate

IN WITNESS WHEREOF, the CITY and DEVELOPER have caused this AGREEMENT to be duly executed on the day and year first above written.

SIGNATURE

3M Company, a Delaware corporation

By _____
H.W. Gjersdal, Jr.

Title _____

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of 3M Company, a Delaware corporation.

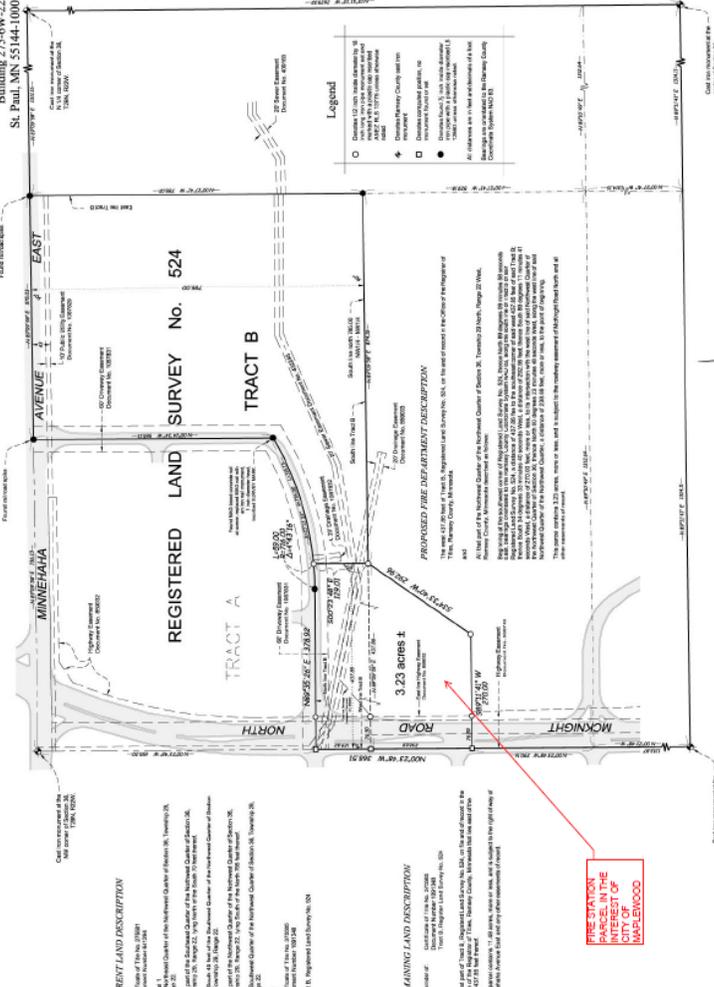
Notary Public

EXHIBIT A

FIRE STATION PROPERTY TRANSFER

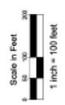
Proposed Parcel Division
Page 2 of 2
Prepared for:
3M Company
Eugene A. Gutmann
Civil Engineering Specialist
3M Facilities Planning
3M Center
Building 275-6W-22
St. Paul, MN 55144-1000

PROPOSED PARCEL DIVISION
Part of the Northwest Quarter of Section 36,
Township 29 North, Range 22 West,
City of Maplewood, Minnesota



- Legend
1. Existing 120-inch water main
2. Proposed 120-inch water main
3. Existing 60-inch water main
4. Proposed 60-inch water main
5. Existing 30-inch water main
6. Proposed 30-inch water main
7. Existing 15-inch water main
8. Proposed 15-inch water main
9. Existing 8-inch water main
10. Proposed 8-inch water main
11. Existing 4-inch water main
12. Proposed 4-inch water main
13. Existing 2-inch water main
14. Proposed 2-inch water main
15. Existing 1-inch water main
16. Proposed 1-inch water main
17. Existing 0.5-inch water main
18. Proposed 0.5-inch water main
19. Existing 0.25-inch water main
20. Proposed 0.25-inch water main

OFFICIAL COPY OF THE MAP AND COMPANY
I hereby certify that this map was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Minnesota.
PRELIMINARY
June 22, 2022
E. Peter Thompson License No. 19779



PROPOSED PARCEL AREAS
Proposed Parcel: 28.54 acres
Proposed Parcel: 3.23 acres

Overview Map

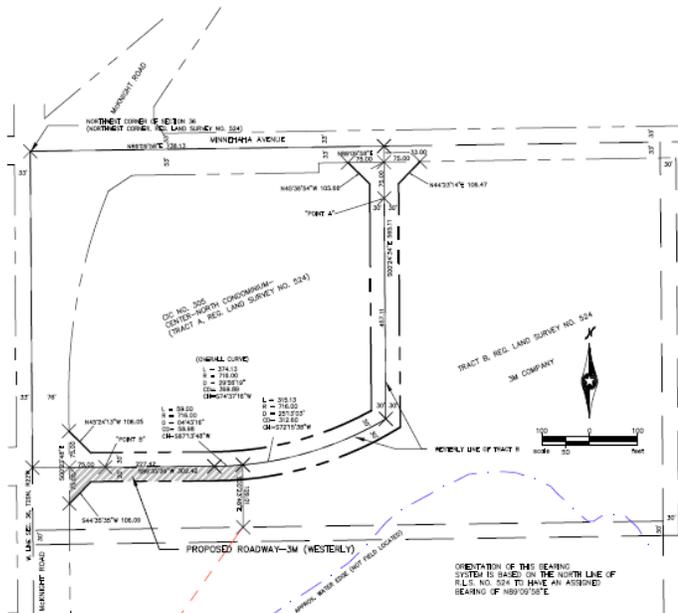


REMAINING LAND DESCRIPTION
Remainder of:
Parcel 1: 28.54 acres ±
Parcel 2: 3.23 acres ±

The Northwest Quarter of the Northwest Quarter of Section 36, Township 29 North, Range 22 West,
City of Maplewood, Minnesota.
This parcel contains 11.12 acres, more or less, and is subject to the right of way of
Morningside Road (60 feet wide) and the easement of 100 feet wide.

Landmark Surveying, Inc.
2700 Maplewood Drive, Suite A
Maplewood, Minnesota 55127
E-mail: info@landmarksurvey.com

EXHIBIT B ROADWAY EASEMENTS



EXISTING LEGAL DESCRIPTIONS

Tract Certificate No. 2775B: That part of the Northeast Quarter of the Southwest Quarter of Section 24, Township 20, Range 22, being South of the North 20, Sec. 24, Range 22, the Southwest Quarter of the Southwest Quarter of Section 24, Township 20, Range 22.

Tract Certificate No. 3775B: Tract B, Registered Land Survey No. 524.

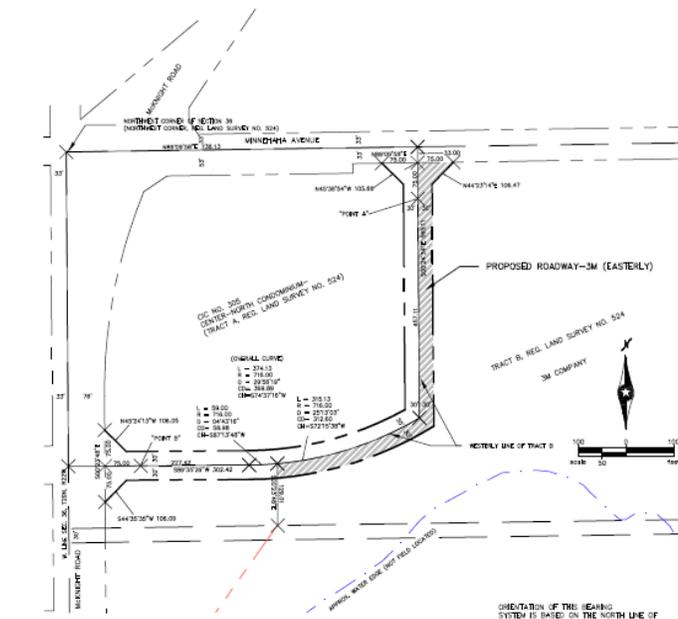
PROPOSED ROADWAY DESCRIPTION (3M COMPANY EASEMENT)

A 100-foot wide roadway easement for ingress, egress and utility purposes, over and across Tract B, Registered Land Survey Number 524 (R.L.S. No. 524), located in the Northeast Quarter of the Northeast Quarter, Section 24, Township 20, Range 22 West, Bureau County, Missouri, and 100-foot wide roadway easement lies westerly and adjacent to the following described line:

COMMENCING at the northeast corner of said Section 24, being the northeast corner of said R.L.S. No. 524, thence North 89 degrees 05 minutes 30 seconds East, along the bearing, along the north line of said R.L.S. No. 524 a distance of 750.00 feet to the northeast corner of said Tract B, thence South 00 degrees 24 minutes 24 seconds East, along the west line of said Tract B, 15.00 feet to the southeast right-of-way line of Mississippi Avenue, thence continue South 00 degrees 24 minutes 24 seconds East, along said west line, 75.00 feet to a point hereinafter referred to as "Point A", thence continue South 00 degrees 24 minutes 24 seconds East, along said west line, 402.33 feet, thence westerly 313.33 feet, along a line that bears a westerly bearing, a westerly angle of 20 degrees 13 minutes 00 seconds, a fixed distance of 133.00 feet and a fixed bearing of South 77 degrees 17 minutes 16 seconds West, to the point of beginning of the line to be hereinafter described, thence continue westerly 350.00 feet, along a line and westerly line, being a westerly bearing of 73.00 degrees, a westerly angle of 42 degrees 14 minutes 16 seconds, a fixed distance of 58.00 feet and a fixed bearing of South 87 degrees 30 minutes 46 seconds West, thence South 88 degrees 20 minutes 20 seconds West, along said west line, 125.45 feet to a point hereinafter referred to as "Point B", thence continue South 89 degrees 20 minutes 20 seconds West, along said west line, 20.00 feet to the north right-of-way line of Missouri Avenue and said described line then terminating.

The address of said 100-foot wide roadway easement shall be published or described in accordance with applicable provisions of the Missouri Revised Statutes, Chapter 409, Section 409.010.

TOGETHER WITH that part of said Tract B described as follows:
BEGINNING at said "Point A", thence South 89 degrees 20 minutes 20 seconds West, 402.33 feet to a point hereinafter referred to as "Point C", thence North 00 degrees 24 minutes 24 seconds West, along said west line, 75.00 feet to a point hereinafter referred to as "Point D", thence continue South 89 degrees 20 minutes 20 seconds West, along said west line, 20.00 feet to the north right-of-way line of Missouri Avenue and said described line then terminating.



EXISTING LEGAL DESCRIPTIONS

Tract Certificate No. 2775B: That part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 20, Range 22, being South of the North 20, Sec. 24, Range 22, the Southwest Quarter of the Southwest Quarter of Section 24, Township 20, Range 22.

Tract Certificate No. 3775B: Tract B, Registered Land Survey No. 524.

PROPOSED ROADWAY DESCRIPTION (3M COMPANY EASEMENT)

A 100-foot wide roadway easement for ingress, egress and utility purposes, over and across Tract B, Registered Land Survey Number 524 (R.L.S. No. 524), located in the Northeast Quarter of the Northeast Quarter, Section 24, Township 20, Range 22 West, Bureau County, Missouri, and 100-foot wide roadway easement lies easterly and adjacent to the following described line:

COMMENCING at the northeast corner of said Section 24, being the northeast corner of said R.L.S. No. 524, thence North 89 degrees 05 minutes 30 seconds East, along the bearing, along the north line of said R.L.S. No. 524 a distance of 750.00 feet to the northeast corner of said Tract B, thence South 00 degrees 24 minutes 24 seconds East, along the west line of said Tract B, 15.00 feet to the southeast right-of-way line of Mississippi Avenue, and the point of beginning of the line to be hereinafter described, thence continue South 00 degrees 24 minutes 24 seconds East, along said west line, 75.00 feet to a point hereinafter referred to as "Point A", thence continue South 00 degrees 24 minutes 24 seconds East, along said west line, 402.33 feet, thence westerly 313.33 feet, along a line that bears a westerly bearing, a westerly angle of 20 degrees 13 minutes 00 seconds, a fixed distance of 133.00 feet and a fixed bearing of South 77 degrees 17 minutes 16 seconds West, to the point of beginning of the line to be hereinafter described, thence continue westerly 350.00 feet, along a line and westerly line, being a westerly bearing of 73.00 degrees, a westerly angle of 42 degrees 14 minutes 16 seconds, a fixed distance of 58.00 feet and a fixed bearing of South 87 degrees 30 minutes 46 seconds West, thence South 88 degrees 20 minutes 20 seconds West, along said west line, 125.45 feet to a point hereinafter referred to as "Point B", thence continue South 89 degrees 20 minutes 20 seconds West, along said west line, 20.00 feet to the north right-of-way line of Missouri Avenue and said described line then terminating.

The address of said 100-foot wide roadway easement shall be published or described in accordance with applicable provisions of the Missouri Revised Statutes, Chapter 409, Section 409.010.

TOGETHER WITH that part of said Tract B described as follows:
BEGINNING at said "Point A", thence North 89 degrees 20 minutes 20 seconds West, 402.33 feet to a point hereinafter referred to as "Point C", thence North 00 degrees 24 minutes 24 seconds West, along said west line, 75.00 feet to a point hereinafter referred to as "Point D", thence continue South 89 degrees 20 minutes 20 seconds West, along said west line, 20.00 feet to the north right-of-way line of Missouri Avenue and said described line then terminating.

EXHIBIT C

Page 1 of 3

DEVELOPMENT SPECIAL CONDITIONS: 3M IMPROVEMENTS

CITY OF MAPLEWOOD, MN

1. Project Information:
 - a. Project Name: 3M Research and Development Building Campus Improvements (IMPROVEMENTS)
 - b. Developer: 3M Company, a Delaware corporation
 - c. Engineer: Darren Schwankl, 3M Facilities Civil Engineering / TKDA
 - d. Contractor: Kraus Anderson Construction
 - e. Financial Guarantee:
 - (1) Type: Cash Escrow (Engineering/Legal)
Amount: \$20,000.00
 - (2) Type: Erosion Control Escrow (PW-13-02454)
Amount: \$5,000.00 (Received 8 Aug 2013 from Kraus Anderson)
 - (3) Type: Letter of Credit or Cash Surety
Amount: \$ 200,000.00 Surety covering both Public and Private Improvements
2. Scope of work contemplated under the terms of this contract and covered by escrow guarantee is outlined in conditions of development approval (see attached conditions).

EXHIBIT C

Page 2 of 3

- A. Approve the plans date-stamped August 12, 2013, for the proposed 3M Company Research Building. Approval is based on the findings for approval required by ordinance and subject to the developer doing the following:
1. Repeat this review in two years if the applicant has not obtained a building permit by that time. After two years this review must be repeated.
 2. Comply with the requirements in the Engineering Plan Review by Michael Thompson, the Environmental Plan Review by Shann Finwall and those of the Assistant Fire Chief, Building Official and Lieutenant Doblak.
 3. Submit a revised landscape plan for staff approval for additional landscaping along Conway Avenue and McKnight Road.
 4. Before obtaining a building permit, the applicant shall provide an irrevocable letter of credit in the amount of 150 percent of the cost of completing landscaping and other site improvements. This irrevocable letter of credit shall include the following provisions:
 - The letter of credit must clearly indicate that it is an irrevocable letter of credit in the name of the City of Maplewood, payable on demand, to assure compliance with the terms of the developer's agreement.
 - The letter of credit must allow for partial withdrawals as needed to guarantee partial project payments covered under the terms of the letter of credit.
 - The letter of credit shall be for a one-year duration and must have a condition indicating automatic renewal, with notification to the city a minimum of 60 days prior to its expiration.
 5. All landscaped areas shall have a lawn-irrigation system installed, except for those areas proposed to be left natural. The applicant must, however, make sure to use hoses and sprinklers until turf, plant and tree growth is established.
 6. If outdoor trash storage is used in the future, the applicant shall provide a screening enclosure that is compatible in design with the building.
 7. Any proposed signs shall comply with the comprehensive sign plan and shall be submitted for approval by the community design review board.
 8. The applicant must submit a summary of how the site is meeting the city's volume reduction requirements in order to qualify for the 11 percent impervious surface area bonus. The bonus shall be approved by the city engineer based on the installation and maintenance of manmade facilities for reducing stormwater flow or the treatment of runoff for non-point-source water pollutants.

EXHIBIT C

Page 3 of 3

9. The applicant must submit the following information in order to determine if the site meets the city's tree preservation ordinance:
 - a. Tree inventory which includes all significant trees located on the site (not just the developed area) and the size and number of significant trees removed with the development.
 - b. Planting schedule which shows the tree species, tree size, and number of each species being replaced on the site.
10. All work shall follow the approved plans. Staff may approve minor changes.
11. Submit for staff approval, the color chosen for glass wall and a site plan indicating any visitor parking, if provided.
- B. Approve a parking waiver to allow for 580 surface parking spaces. Any visitor parking spaces shall be at least 9.5 feet in width. This is a parking reduction of 1,420 parking spaces (2,000 parking spaces are required per city code).

MEMORANDUM

TO: R. Charles Ahl, City Manager

FROM: Michael Thompson, Director of Public Works/City Engineer

DATE: October 4, 2013

SUBJECT: Approval of Resolution to Enter Into Cooperative Agreement with MnDOT for East Metro Public Safety Training Facility, Project 09-09

Introduction

The City Council should consider adopting a resolution approving a cooperative agreement with MnDOT for the East Metro Public Safety Training Facility.

Background

The project has been in the planning stages for several years and in 2012 was presented to and discussed with the City Council, Environmental and Natural Resources Commission, Community Design Review Board and Planning Commission. The project is located at 1881 Century Avenue North at the intersection of Trunk Highway 120 and 34th Street North (TH 5).

This agreement allows the City to accept a contribution from MnDOT towards the overall project for work associated with the proposed new traffic signal at the intersection of Highway 5 and 120.

Budget Impact

There is no impact to the approved budget at this time.

Recommendation

It is recommended that the City Council approve the resolution to enter into a cooperative agreement with MnDOT as part of City Project 09-09, and direct the Mayor and City Manager to sign the agreement signifying city council approval. Minor revisions can be approved by the City Attorney.

Attachments

1. Resolution
2. Cooperative Agreement

CITY OF MAPLEWOOD

RESOLUTION

IT IS RESOLVED that the City of Maplewood enter into Mn/DOT Agreement No. 04443 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the signal replacement construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 120 (Century Avenue/Geneva Avenue) at the intersection of Trunk Highway No. 5 (34th Street North) North Junction within the corporate City limits under State Project No. 6227-80.

IT IS FURTHER RESOLVED that the Mayor and the City Manager are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Maplewood at an authorized meeting held on the 14th day of October, 2013, as shown by the minutes of the meeting in my possession.

(Signature)

(Type or Print Name)

(Title)

<p>Subscribed and sworn to before me this _____ day of _____, 2013</p> <p>Notary Public _____</p> <p>My Commission Expires _____</p> <p style="text-align: center;">Notary Stamp</p>

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF MAPLEWOOD
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>6227-80</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>120=117</u>	<u>\$102,000.00</u>
State Aid Number (S.A.P.):	<u>138-010-021</u>	
State Aid Number (S.A.P.):	<u>138-010-022</u>	
City Project Number (C.P.):	<u>09-09</u>	
Signal System ID	<u>21439</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Maplewood acting through its City Council ("City").

Recitals

1. As part of a new entrance for the East Metro Public Safety Training Center, the City will perform grading, bituminous surfacing, curb and gutter, municipal utilities and signal replacement construction and other associated construction upon, along and adjacent to Trunk Highway No. 120 (Century Avenue/Geneva Avenue) at the intersection of Trunk Highway No. 5 (34th Street North) North Junction according to City-prepared plans, specifications and special provisions designated by the City as C.P. 09-09 and by the State as S.P. 6227-80 (T.H. 120=117) ("Project"); and
2. The City requests the State participate in the costs of the signal replacement construction and the State is willing to participate in the costs of said construction; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans

- 1.1. *Effective date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.* This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure. The terms and conditions set forth in Article 6. Signal System and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. *Plans, Specifications, Special Provisions.* State-approved City plans, specifications and special provisions designated by the City as C.P. 09-09 and by the State as S.P. 6227-80 (T.H. 120=117) are on file in the office of the City's Engineer and incorporated into this Agreement by reference. ("Project Plans")

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy trunk highway right-of-way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the trunk highway right-of-way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State right-of-way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's right-of-way must be provided with required reflective clothing and hats.
- 2.4. **State Ownership of Improvements.** The State will retain ownership of its trunk highway right-of-way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

- 3.1. **Bids and Award.** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. **Bid Documents furnished by the City.** The City will, within 7 days of opening bids for the construction contract, submit to the State's State Aid Agreements Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. **Rejection of Bids.** The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the

other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

3.4. *Contract Terms.* The City's contract with its construction contractor(s) must include the following terms:

- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's right-of-way; and
- B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
- C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.5. *Direction, Supervision and Inspection of Construction*

- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the State Aid Agreements Engineer at Roseville five days' notice of its intention to start the contract construction.
- B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.6. *Completion of Construction.* The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.7. *Plan Changes.* All changes in the Project Plans and all addenda, change orders and supplemental agreements entered into by the City and its contractor for State participation construction must be approved in writing by the State District Engineer's authorized representative.

3.8. *Compliance with Laws, Ordinances, Regulations.* The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's trunk highway right-of-way, the City will not require the contractor to follow local ordinances or to obtain local permits.

3.9. *Construction Documents Furnished by the City.* The City will keep records and accounts that enable it to provide the State, when requested, with the following:

- A. Copies of the City contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- C. Copies of all construction contract change orders and supplemental agreements.
- D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".

iii. Full payment by the City to its contractor for all contract construction.

E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.

F. A copy of the "as built" plan sent to the State Aid Agreements Engineer.

4. Right-of-Way; Easements; Permits

- 4.1. The City will, without cost or expense to the State, obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

5. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 5.1. *Roadways.* Maintenance of entrance roadway to the East Metro Public Safety Training Center. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted City maintenance practices.
- 5.2. *Sidewalks.* Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, mowing grass boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 5.3. *Future Responsibilities.* Upon completion of the entrance roadway construction to the East Metro Public Safety Training Center, the City will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of entrance roadway and all of the facilities constructed as part of this Agreement, without cost or expense to the State.

6. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on T.H. 120 (Century Avenue/Geneva Avenue) at T.H. 5 (34th Street North) North Junction.

6.1. City Responsibilities

- A. *Power.* The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate to operate the Signal System, EVP system and Interconnect .

- B. *Minor Signal System Maintenance.*** The City will provide for the following, without cost to the State.
- i. Maintain the signal pole mounted luminaires and all internal components, including replacing the luminaires and lamps when necessary.
 - ii. Replace the Signal System L.E.D. indications.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal System and luminaire mast arm extensions.

6.2. *State Responsibilities*

A. *Interconnect; Timing; Other Maintenance.* The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

B. *EVP System Operation.* The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:

- i. All maintenance of the EVP System must be done by State forces.
- ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
- iii. Malfunction of the EVP System must be reported to the State immediately.
- iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
- v. All timing of the EVP System will be determined by the State.

6.3. *Right of Way Access.* Each party authorizes the other party to enter upon their respective public right of way to perform the maintenance activities described in this Agreement.

6.4. *Related Agreements.* This agreement will supersede and terminate the operation and maintenance terms of Agreement No. 64515, dated April 26, 1988, between Ramsey County; Washington County; the Cities of Maplewood, Oakdale, Woodbury, and North St. Paul; and the State, for the intersection of T.H. 120 (Century Avenue/Geneva Avenue) at T.H. 5 (34th Street North) North Junction. Ramsey County, Washington County, and the Cities of Woodbury, Oakdale, and North St. Paul will be sent termination letters notifying them of this action.

6.5. *State Furnished Materials.* The State will furnish a cabinet and controller ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal system covered under this Agreement at no cost or expense to the City.

7. *State Cost and Payment by the State*

7.1. *State Cost.* \$102,000.00 is the State's full and complete lump sum cost for signal replacement construction.

7.2. *Conditions of Payment.* The State will pay the City the full and complete lump sum amount after the following conditions have been met:

- A. Encumbrance by the State of the State's full and complete State funded lump sum cost share.

- B. Approval by the State's Land Management Director at St. Paul of certified documentation, submitted by the City, for all right-of-way and easement acquisitions required for the contract construction.
- C. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
- D. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.

7.3. Limitations of State Payment; No State Payment to Contractor

The State's participation in the contract construction is limited to the lump sum amount shown in Article 7.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

8.2. The City's Authorized Representative will be:

Name/Title: Michael Thompson, City Engineer (or successor)
 Address: 1902 County Road B East, Maplewood, MN 55109
 Telephone: (651) 249-2403
 E-Mail: Michael.Thompson@ci.maplewood.mn.us

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 9.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims; Insurance

- 10.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold

harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

10.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

15.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

15.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

15.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

16. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000149312

CITY OF MAPLEWOOD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

MBS

CITY OF MAPLEWOOD

RESOLUTION

IT IS RESOLVED that the City of Maplewood enter into Mn/DOT Agreement No. 04443 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the signal replacement construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 120 (Century Avenue/Geneva Avenue) at the intersection of Trunk Highway No. 5 (34th Street North) North Junction within the corporate City limits under State Project No. 6227-80.

IT IS FURTHER RESOLVED that the Mayor and the _____ are authorized to execute the Agreement and any amendments to the Agreement.
(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Maplewood at an authorized meeting held on the _____ day of _____, 2013, as shown by the minutes of the meeting in my possession.

<p>Subscribed and sworn to before me this _____ day of _____, 2013</p> <p>Notary Public _____</p> <p>My Commission Expires _____</p> <p style="text-align: center;">NOTARY STAMP</p>

(Signature)

(Type or Print Name)

(Title)

MEMORANDUM

TO: R. Charles Ahl, City Manager

FROM: Michael Thompson, City Engineer/Public Works Director

DATE: October 4, 2013

SUBJECT: Approval of Maintenance Agreement with Washington County, Ramsey County, and Woodbury, Project 03-15, Century Avenue Improvements

Introduction

The City Council should consider approval of a maintenance agreement with Washington County, Ramsey County, and the City of Woodbury as part of the overall improvements to Century Avenue between Brookview Drive and Lake Road.

Background

The Counties of Ramsey and Washington, together with the Community City partners of Maplewood and Woodbury, were cost-share partners in the reconstruction of Century Avenue (CSAH 25 in Washington County/CSAH 72 in Ramsey County) and Valley Creek Road/Lower Afton Road (CSAH 16 in Washington County/CSAH 39 in Ramsey County). The Maplewood City Council ordered the preparation of a feasibility study at the April 9th, 2007, regular meeting. On June 11, 2007 the City Council accepted the feasibility report and ordered the public hearing. The project was then ordered at the June 25, 2007 council meeting after the public hearing was conducted. Approval of plans and specifications and authorizing advertisement for bids occurred at the May 12, 2008 meeting. All the improvements have since been completed.

In 2002, Century Avenue, between Lower Afton Road and I-94, was turned back to Washington and Ramsey Counties. At that time it was determined by Ramsey and Washington Counties, along with Mn/DOT and the cities of Woodbury and Maplewood, that improvements were needed based on increasing traffic volumes, poor intersection operations, safety concerns, access issues, and poor pavement conditions. Improvements in Maplewood consisted of Century Avenue from Brookview Drive to Lake Road, and also Lower Afton Road from Century Avenue to one-quarter mile west.

Budget Impact

No budget adjustments are needed at this time.

Recommendation

It is recommended that the City Council approve the attached maintenance agreement with Washington County, Ramsey County, and the City of Woodbury as part of City Project 03-15, and direct the Mayor and City Manager to sign the agreement signifying city council approval. Minor revisions can be approved by the City Attorney.

Attachments

1. Maintenance Agreement
2. Exhibits to Maintenance Agreement

G11 Attachment 1	
<small>WASHINGTON COUNTY</small>	
CONTRACT NO.	_____
DEPT.	Public Works
DIVISION	Transportation
TERM	Signature - Perpetual

Ramsey County PWR 2008-10

**MAINTENANCE AGREEMENT FOR
 THAT PORTION OF CENTURY AVENUE
 (WASHINGTON COUNTY CSAH 25 AND RAMSEY COUNTY CSAH 72)
 FROM BROOKVIEW DRIVE/WOODBINE AVENUE TO LAKE ROAD
 LOCATED IN MAPLEWOOD AND WOODBURY**

AND

**THAT PORTION OF VALLEY CREEK ROAD/LOWER AFTON ROAD
 (WASHINGTON COUNTY CSAH 16 AND RAMSEY COUNTY CSAH 39)
 FROM CENTURY AVENUE TO WEIR DRIVE LOCATED IN WOODBURY**

This agreement is made and entered into by and among the County of Ramsey, a political subdivision of the State of Minnesota, hereinafter referred to as "Ramsey County", the County of Washington, a political subdivision of the State of Minnesota, herein called "Washington County", the City of Maplewood, a municipal corporation, hereinafter referred to as "City of Maplewood", and the City of Woodbury, a municipal corporation, hereinafter referred to as "City of Woodbury" as referenced in this agreement collectively as "Parties" and singularly as Party.

WITNESSETH:

WHEREAS, the State of Minnesota, Washington County, and Ramsey County have executed agreements to transfer jurisdiction of former Trunk Highway (TH) 120 (Century Avenue) from Lower Afton Road/Valley Creek Road to Brookview Drive/Woodbine Avenue in the Cities of Woodbury and Maplewood; and

WHEREAS, Century Avenue (former TH 120) from Lower Afton Road/Valley Creek Road to Brookview Drive/Woodbine Avenue is designated as CSAH 72 in Ramsey County and CSAH 25 in Washington County; and

WHEREAS, Washington County and Ramsey County jointly own and have jurisdiction over Century Avenue (Washington CSAH 25 and Ramsey CSAH 72) in the Cities of Woodbury and Maplewood, respectively; and

WHEREAS, Washington County owns and has jurisdiction over Valley Creek Road (CSAH 16) in the City of Woodbury; and

WHEREAS, Ramsey County owns and has jurisdiction over Lower Afton Road (CSAH 39) in the City of Maplewood; and

WHEREAS, Washington County is currently maintaining Century Avenue from Brookview Drive/Woodbine Avenue to Valley Creek Road/Lower Afton Road and Valley Creek Road from Century Avenue to Weir Drive; and

WHEREAS, Ramsey County is currently maintaining Century Avenue from Valley Creek Road/Lower Afton Road to Lake Road and Lower Afton Road west of Century Avenue; and

WHEREAS, the Parties have joined together to cause the reconstruction of this Project, which is defined as that portion of Century Avenue from Brookview Drive/Woodbine Avenue to Lake Road and that portion of Lower Afton Road/Valley Creek Road from 1,000 feet west of Century Avenue to Weir Drive, as shown in Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, Exhibit A identifies all ponds and wetlands that are included in the project and referenced in this agreement; and

WHEREAS, Exhibits B-1 through B-6, which are attached hereto and incorporated herein, provides clarification of culvert, storm sewer pipe, drainage structure, and outfall maintenance responsibilities for each jurisdiction; and

WHEREAS, this Agreement contemplates only routine maintenance, and any extraordinary maintenance, such as resurfacing, or reconstruction of Century Avenue shall be negotiated by two or more of the Parties in separate agreements; and

WHEREAS, Ramsey County has entered into a separate cooperative agreement (PW 2008-05) with Washington County for the construction of this Project; and

WHEREAS, Ramsey County has entered into a separate cooperative agreement (PW 2008-04) with Maplewood for the construction of this Project; and

WHEREAS, Washington County has entered into a separate cooperative agreement (Contract #4852) with the City of Woodbury for the construction of this Project; and.

WHEREAS, the Cities of Maplewood and Woodbury have entered into a separate joint powers agreement, dated May 24, 2008, for construction and cost share associated with extension of water and sanitary sewer to the Maplewood side of Century Avenue, from the Willow Lane cul-de-sac to 400 feet south; and.

WHEREAS, this Agreement is entered into under the authority provided in Minnesota Statutes 162.03, 162.17, and 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

The recitals set forth in the Whereas clauses above are incorporated by reference as if fully set forth herein.

A. Routine Roadway Maintenance

1. Washington County, as “governing lead” shall provide all routine roadway maintenance including, but not limited to snow and ice control, signing, pavement marking, and those tasks which are considered regular pavement maintenance, such as pothole patching, minor pavement repairs, minor pavement failures, minor settlements, etc., on that portion of Century Avenue between Brookview Drive/Woodbine Avenue and Valley Creek Road/Lower Afton Road.
2. Ramsey County as “governing lead” shall provide all routine roadway maintenance including, but not limited to snow and ice control, signing, pavement marking, and regular pavement maintenance, such as pothole patching, minor pavement repairs, minor pavement failures, minor settlements, etc., on that portion of Century Avenue between Valley Creek Road/Lower Afton Road and Lake Road.
3. Washington County as “governing lead” shall provide all routine roadway maintenance including, but not limited to snow and ice control, signing, pavement marking, and those tasks which are considered regular pavement maintenance such as pothole patching, minor pavement repairs, minor pavement failures, minor settlements, etc., on that portion of Valley Creek Road between Century Avenue and Weir Drive.
4. Ramsey County as “governing lead” shall provide all routine roadway maintenance including, but not limited to snow and ice control, signing, pavement marking, and those tasks considered regular pavement maintenance such as pothole patching, minor pavement repairs, minor pavement failures, minor settlements, etc., on that portion of Lower Afton Road located between Century Avenue and 1,000 feet west.

B. Non Routine Roadway Maintenance

1. This Agreement only contemplates routine maintenance as outlined in Section A of this Agreement.
2. Any and all extraordinary maintenance on the roadways subject to this Agreement, such as resurfacing, major pavement failure repair, major settlement repair, major culvert or storm sewer repair or replacement, or reconstruction of the roadway shall be addressed by separately negotiated Agreements.
3. If emergency work is necessary, the governing lead as set forth in Section A. for the infrastructure shall declare work to be performed immediately upon discovery. All Parties shall provide equipment/workforce to assist the governing agency with the necessary work to repair any emergency. All associated Parties of this agreement will in “good faith” work together to remedy the situation.

C. Bituminous Path, Bituminous Path Signing and Bituminous Path Pavement Marking

1. Upon completion of the Project, Woodbury shall own and maintain the bituminous path, with the attendant permanent path signing and path pavement marking, constructed on the east side of Century Avenue located between Lake Road and Willow Lane and Ridge Drive and Woodbine Avenue. For the purposes of this paragraph, maintenance means plowing, patching, crack sealing, pavement marking and signing maintenance, and other routine maintenance. Costs for reconstruction or an overlay of the trail would be shared according to the provisions of the Washington County Cost Participation Policy effective at the time of the reconstruction or overlay project.
2. Upon completion of the project, Woodbury shall own and maintain the existing bituminous path, with the attendant permanent path signing and path pavement marking, on the north side of that portion of Valley Creek Road located between Park Hills Court and Weir Drive. For the purposes of this paragraph, maintenance means plowing, patching, crack sealing, pavement marking and signing maintenance, and other routine maintenance. Costs for reconstruction or an overlay of the trail would be shared according to the provisions of the Washington County Cost Participation Policy effective at the time of the reconstruction or overlay project.
3. Upon completion of the Project, Woodbury shall own and maintain the bituminous path, with the attendant permanent path signing and path pavement marking, constructed on the south side of Valley Creek Road between Century Avenue and Weir Drive and on the north side of Valley Creek Road between Century Avenue and Park Hills Court. For the purposes of this paragraph, maintenance means plowing, patching, crack sealing, pavement marking and signing maintenance, and other routine maintenance. Costs for reconstruction or an overlay of the trail would be shared according to the provisions of the Washington County Cost Participation Policy effective at the time of the reconstruction or overlay project.
4. Upon completion of the Project, Ramsey County shall maintain the bituminous path, with the attendant permanent path signing and path pavement marking, constructed on the north side of that portion of Lower Afton Road located between Century Avenue and 1,000 feet west.

D. Concrete Sidewalk

1. Maplewood shall own and maintain the concrete sidewalk constructed on the west side of that portion of Century Avenue located between Lower Afton Road and Brookview Drive.

E. City Utilities

1. Upon completion of the project, Woodbury shall own and maintain the existing water main system and sanitary sewer system and the water main system and sanitary sewer system constructed as part of this Project, including pipes, valves, hydrants, manholes.

2. The users of the water and sanitary sewer extended to the Maplewood side of Century Avenue, from the Willow Lane cul-de-sac to 400 feet south, will own and maintain the water and sanitary sewer services, including the services themselves and the tees and wyes from the water main and sanitary sewer lateral.
3. Woodbury shall be responsible for all costs associated with roadway repairs necessitated by repairs to its sanitary sewer system and/or water main system, including those extended to the Maplewood side of Century Avenue, from the Willow Lane cul-de-sac to 400 feet south.

F. Parking and Other Traffic Control Regulations

1. Ramsey County and Washington County shall coordinate enactment of parking and other traffic control regulations for that portion of Century Avenue between Brookview Drive/Woodbine Avenue and Lake Road.
2. Ramsey County shall enact parking and other traffic control regulations for Lower Afton Road west of Century Avenue.
3. Washington County shall enact parking and other traffic control regulations for Valley Creek Road east of Century Avenue.
4. The Party that is responsible for routine roadway maintenance as outlined in Section A. of this Agreement shall bear all costs for the enactment and maintenance of parking and other traffic control regulations.

G. Culverts

1. Washington County shall provide all routine culvert maintenance and inspections on that portion of Century Avenue between Brookview Drive/Woodbine Avenue and Valley Creek Road/Lower Afton Road.
2. Ramsey County shall provide all routine culvert maintenance and inspections on that portion of Century Avenue between Valley Creek Road/Lower Afton Road and Lake Road.
3. Washington County shall provide all culvert maintenance and inspections on that portion of Valley Creek Road between Century Avenue and Weir Drive.
4. Ramsey County shall provide all culvert maintenance and inspections on that portion of Lower Afton Road west of Century Avenue.
5. Exhibits B-1 through B-6, which are attached hereto and incorporated herein, provides further clarification of culvert maintenance responsibilities for each jurisdiction. The Party with the maintenance responsibility under this Provision shall bear the cost for all routine maintenance of the culverts.

H. Battle Creek Culvert

1. Ramsey County and Washington County shall jointly own the culvert under Century Avenue at the Battle Creek crossing.
2. Upon completion of the project, Washington County shall provide all routine

maintenance and inspection of the culvert at the Battle Creek crossing. All costs associated with this maintenance will be the responsibility of Washington County.

3. The Ramsey Washington Metro Watershed District shall inspect and clean the inlet structure on the east side of Century Avenue at the Battle Creek crossing.

I. Storm Sewer

1. Washington County shall maintain the storm sewer mainlines, drainage structures, laterals, and outfalls located within the Ramsey County and Washington County road rights of way for the segment of Century Avenue between Brookview Drive/Woodbine Avenue and Valley Creek Road/Lower Afton Road. Laterals and drainage structures on this segment outside the road rights of way shall be owned and maintained by the City of Woodbury on the east side of Century Avenue and shall be owned and maintained by the City of Maplewood on the west side.
2. Ramsey County shall maintain the storm sewer laterals and drainage structures and the City of Maplewood will maintain the storm sewer mainlines and outfalls located within the Ramsey County and Washington County road rights of way for the segment of Century Avenue between Valley Creek Road/Lower Afton Road and Lake Road. Laterals and drainage structures on this segment outside the road rights of way shall be owned and maintained by the City of Woodbury on the east side of Century Avenue and owned and maintained by the City of Maplewood on the west side.
3. Washington County shall maintain the storm sewer mainlines, drainage structures, laterals, and outfalls located within the Washington County road rights of way for the segment of Valley Creek Road between Century Avenue and Weir Drive. Laterals and drainage structures on this segment outside the road rights of way shall be owned and maintained by the City of Woodbury.
4. Ramsey County shall maintain the storm sewer drainage structures and laterals and the City of Maplewood shall maintain the storm sewer mainline and outfalls located within the Ramsey County road rights of way for this segment of Lower Afton Road west of Century Avenue. Storm sewer mainline and drainage structures outside the road rights of way shall be owned and maintained by the City of Maplewood.
5. Exhibits B-1 through B-6, which is attached hereto and incorporated herein, provides further clarification of storm sewer maintenance responsibilities for each jurisdiction. The Party with the maintenance responsibility under this provision shall bear the cost for all maintenance of the Storm Sewer.

J. Storm Water Ponds, Infiltration Basins, Replacement Wetland, and Infiltration Pipe/Trench

1. The Counties of Washington and Ramsey and the Cities of Maplewood and Woodbury support the construction of storm water treatment facilities for the purpose of treating drainage from within and adjacent to the project area. It is

acknowledged that storm water ponds serve a watershed function and are a requirement of the Ramsey Washington Metro Watershed District permit. Maintenance and operation costs associated with watershed features constructed as part of this project will be shared by Ramsey County, Washington County, the City of Woodbury and the City of Maplewood, as set forth below in this agreement and as shown in Exhibits B-1 through B-6, which are attached hereto and incorporated herein.

2. Operations and maintenance cost shares shall be commensurate with each agency’s respective contributing watershed areas, weighted to reflect an appropriate runoff coefficient for the type of development and/or land use present. To simplify maintenance responsibilities, all Parties have agreed to exchange contributing areas to consolidate maintenance responsibilities in certain ponding areas. These contributing runoff drainage areas to ponds include Lakeridge Pond, Century Pond, Goff Pond, Golf Course Pond, and Farm pond and have been consolidated per the following:
 - a. The City of Woodbury as “governing lead” shall operate and maintain and bear 100% of costs incurred on Lakeridge Pond, Century Pond, and Goff Pond. Maintenance of these ponds shall be in accordance with the City’s Storm Water Pollution Prevention Plan (SWPPP).
 - b. The City of Maplewood as “governing lead” shall operate and maintain and share the costs (45% Ramsey County and 55% Maplewood) incurred on Golf Course Pond and Farm Pond. The City of Maplewood will be the lead agency for the operation and maintenance of these ponds. Maintenance of these ponds shall be in accordance with the City’s Storm Water Pollution Prevention Plan (SWPPP).
3. The Replacement Wetland adjacent to Farm Pond is in the City of Maplewood in Ramsey County. Ramsey County as “governing lead” shall maintain, and monitor the Replacement Wetland and be responsible for all costs associated with the work for the Replacement Wetland. Ramsey County will prepare all documentation and bear any costs incurred to bank excess credits in Ramsey County’s name.
4. Park Pond, Battle Creek North Pond/Infiltration Basin and Battle Creek South Pond/Infiltration Basin are in the City of Maplewood in Ramsey County. Upon completion of the project, the City of Maplewood as “governing lead” shall operate and maintain these ponds in accordance with their SWPPP. Routine maintenance and operation costs associated with those ponds will be shared by Ramsey County, the City of Maplewood, and the City of Woodbury per Table 1.

The City of Woodbury shall be responsible for Washington County’s share of maintenance and operation costs, which is reflected in Table 1.

Table 1

BMP	Maplewood %	Woodbury %	Ramsey County %
Park Pond	13	81	6

Battle Creek Basin South	26	44	30
Battle Creek Basin North	1	82	17

5. The City of Maplewood shall program the routine pond maintenance in their CIP. Prior to performing the routine pond maintenance, Maplewood shall notify Woodbury and Ramsey County of the estimated date (minimum 2 year advance notice) and cost to perform the necessary maintenance on the ponds so they can be budgeted in advance. The 2 year notice shall be waived if non-routine maintenance is required and time is of the essence as outlined in Section J.6. These costs shall include all costs including but not limited to labor, equipment, material, and traffic control.
6. If emergency work is necessary, the governing lead as set forth in this Section J. for the infrastructure shall declare work to be performed immediately upon discovery. All Parties shall provide equipment/workforce to assist the governing agency with the necessary work to repair any emergency. All associated Parties of this agreement will in “good faith” work together to remedy the situation.
7. Park Hills Pond and the Infiltration Pipe/Trench are in the City of Woodbury, Washington County.
 - a. The City of Woodbury shall own, operate, and maintain Park Hills Pond after construction in accordance with their SWPPP and shall bear all costs for maintenance.
 - b. Washington County shall own, operate, and maintain the Infiltration Pipe/Trench after construction in accordance with their SWPPP and shall bear all costs for maintenance.

K. Other Agreements

1. Ramsey County, Washington County, City of Maplewood, and City of Woodbury will enter into separate agreements for maintenance of the traffic signal systems at Century Avenue/Lake Road (Ramsey County PW 2008-11), Century Avenue/Valley Creek Road/Lower Afton Road (Ramsey County PW 2008-12), and Century Avenue/Upper Afton Road (Ramsey County PW 2008-13).

L. Workers Compensation

1. It is hereby agreed and understood that all employees of a Party used in performance of the duties under this Agreement shall be and remain employees of the Party and the sole responsibility of the employing Party. Furthermore, any and all claims that may arise under the Workers Compensation Act on behalf of an employee shall be the obligation or responsibility of the employing Party.

M. Indemnification

1. Washington County agrees that it will defend, indemnify and hold harmless Ramsey County, the City of Woodbury, and the City of Maplewood against any

and all liability, loss, damages, costs and expenses which any one or all of them may hereafter sustain, incur or be required to pay by reason of any negligent act by Washington County, its agents, officers or employees during the performance of this agreement.

2. Ramsey County agrees that it will defend, indemnify and hold harmless Washington County, the City of Woodbury, and the City of Maplewood against any and all liability, loss, damages, costs and expenses which any one or all of them may hereafter sustain, incur or be required to pay by reason of any negligent act by Ramsey County, its agents, officers or employees during the performance of this agreement.
3. The City of Woodbury agrees that it will defend, indemnify and hold harmless Washington County, Ramsey County, and the City of Maplewood against any and all liability, loss, damages, costs and expenses which any one or all of them may hereafter sustain, incur or be required to pay by reason of any negligent act by the City of Woodbury, its agents, officers or employees during the performance of this agreement.
4. The City of Maplewood agrees that it will defend, indemnify and hold harmless Washington County, Ramsey County, and the City of Woodbury against any and all liability, loss, damages, costs and expenses which any one or all of them may hereafter sustain, incur or be required to pay by reason of any negligent act by the City of Maplewood, its agents, officers or employees during the performance of this agreement.
5. The Parties hereby acknowledge that each Party is not liable for the acts or omissions of any other Party or Parties to this agreement. The Parties further acknowledge that for purposes of determining total liability for damages, the provisions of Minnesota Statutes Section 471.59 subd.1a. is applicable to this Agreement.

N. Term of Agreement

1. This Agreement shall remain in full force and effect until terminated by mutual agreement of all Parties.

O. Agreement No. 1280

1. Upon execution and approval by Washington County, Ramsey County, Maplewood, and Woodbury, and completion of the construction work provided herein, this agreement shall supersede and terminate the operation and maintenance terms of Washington County Agreement No. 1280.

R:\202503\Agreements\Maintenance Agreement\FINAL Maintenance Agr - Century Valley Creek 11-10-09.doc

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

WASHINGTON COUNTY

By _____
Myra Peterson, Chair
Board of County Commissioners

Date _____

By _____
James R. Schug
County Administrator

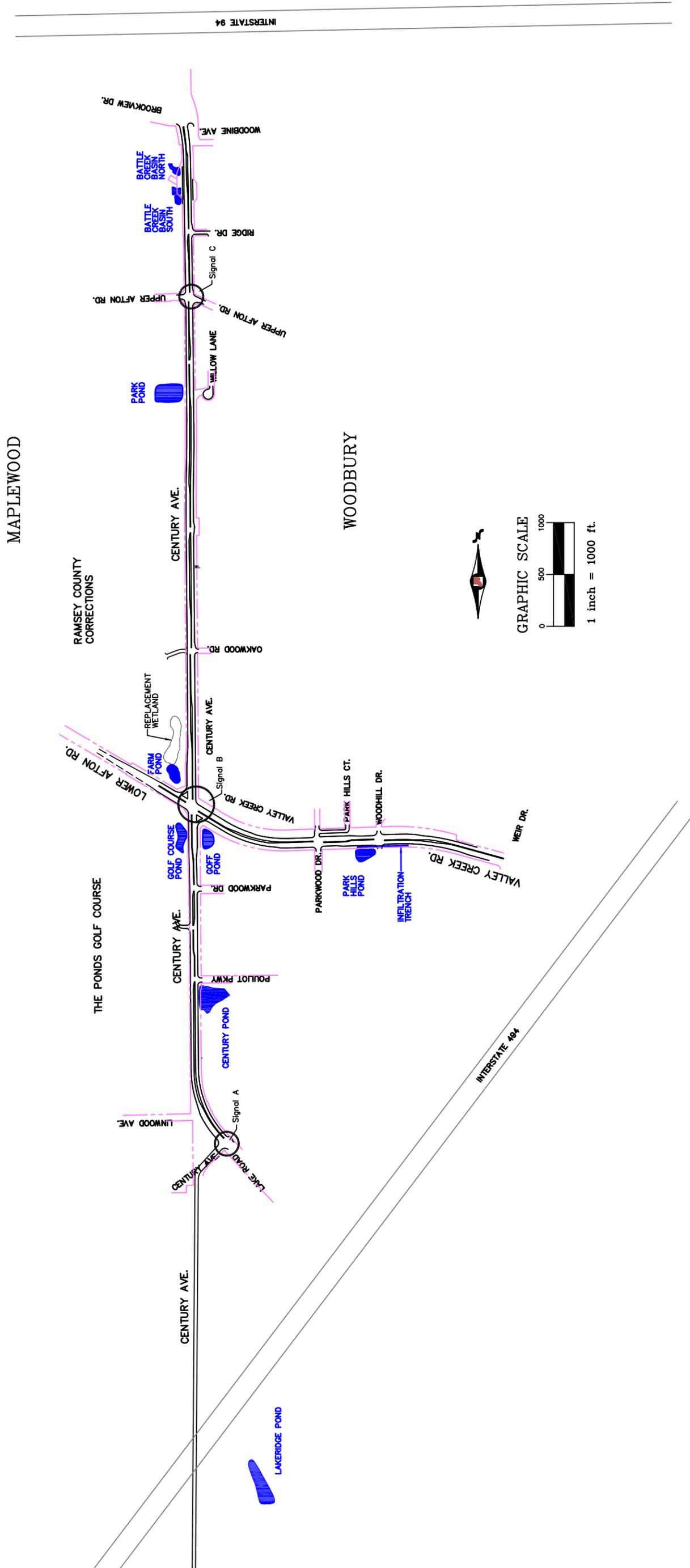
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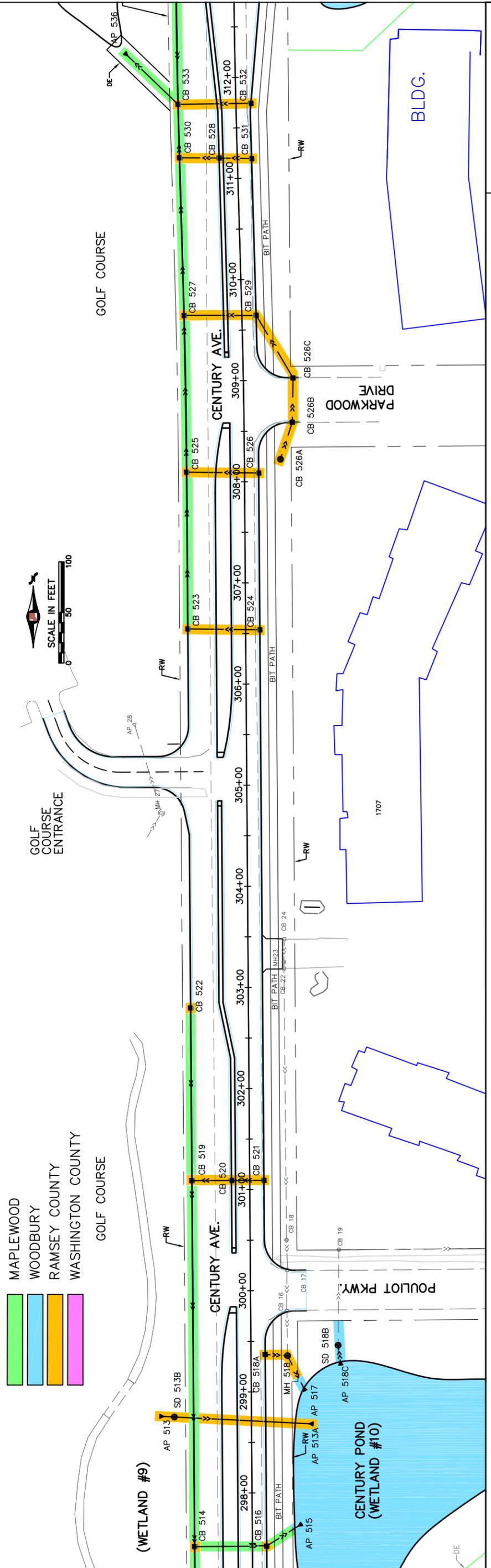
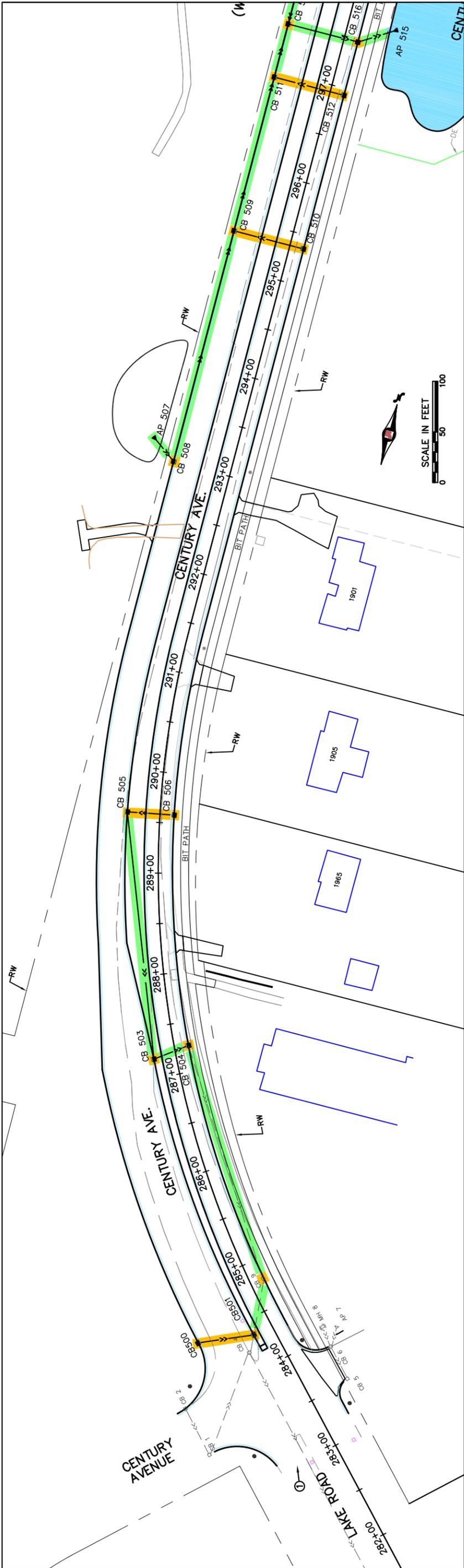
Approved as to form:

Assistant County Attorney Date

Recommended for approval:

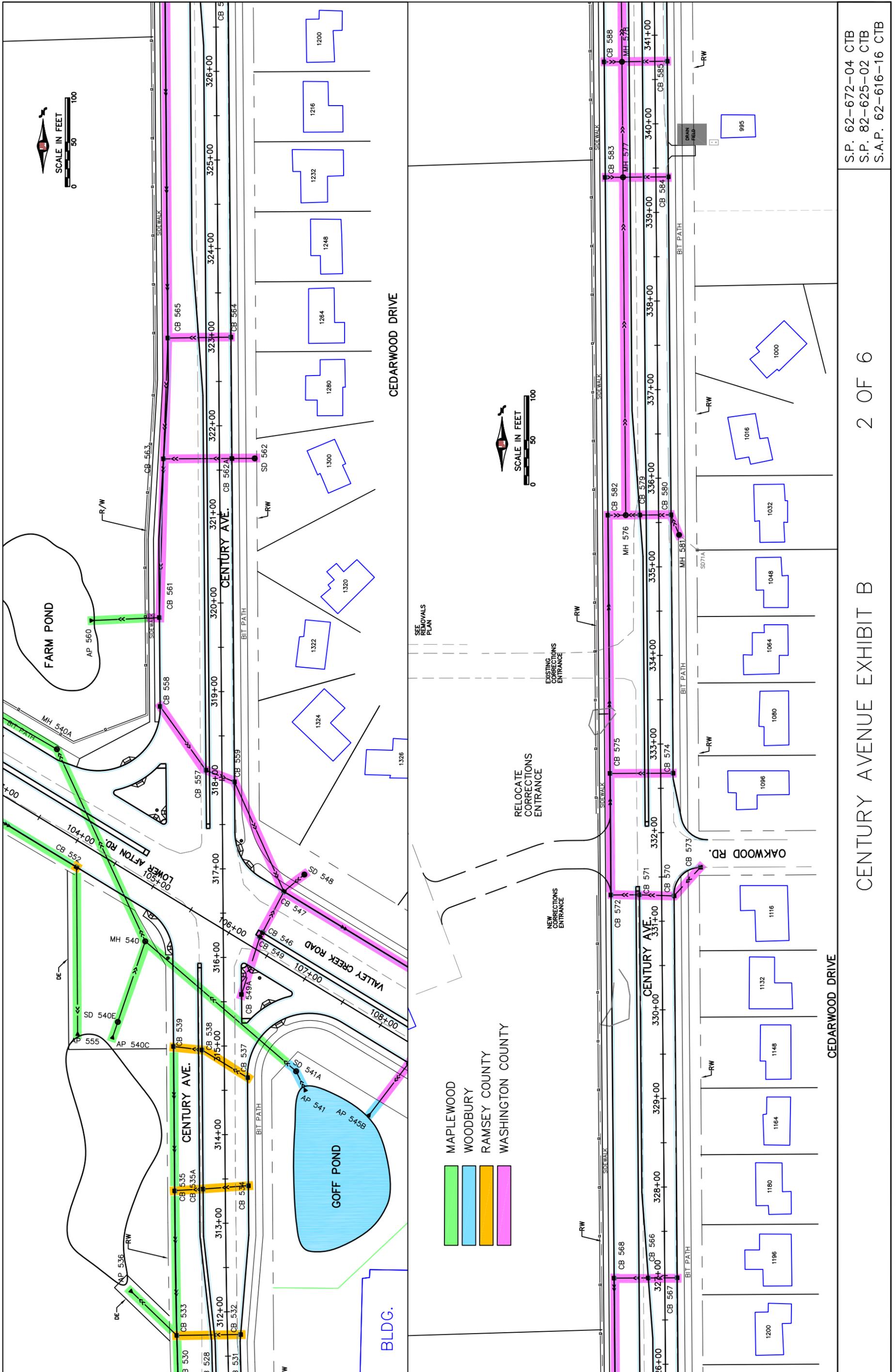
Donald J. Theisen, P.E. Date
Director of Public Works Director/County Engineer





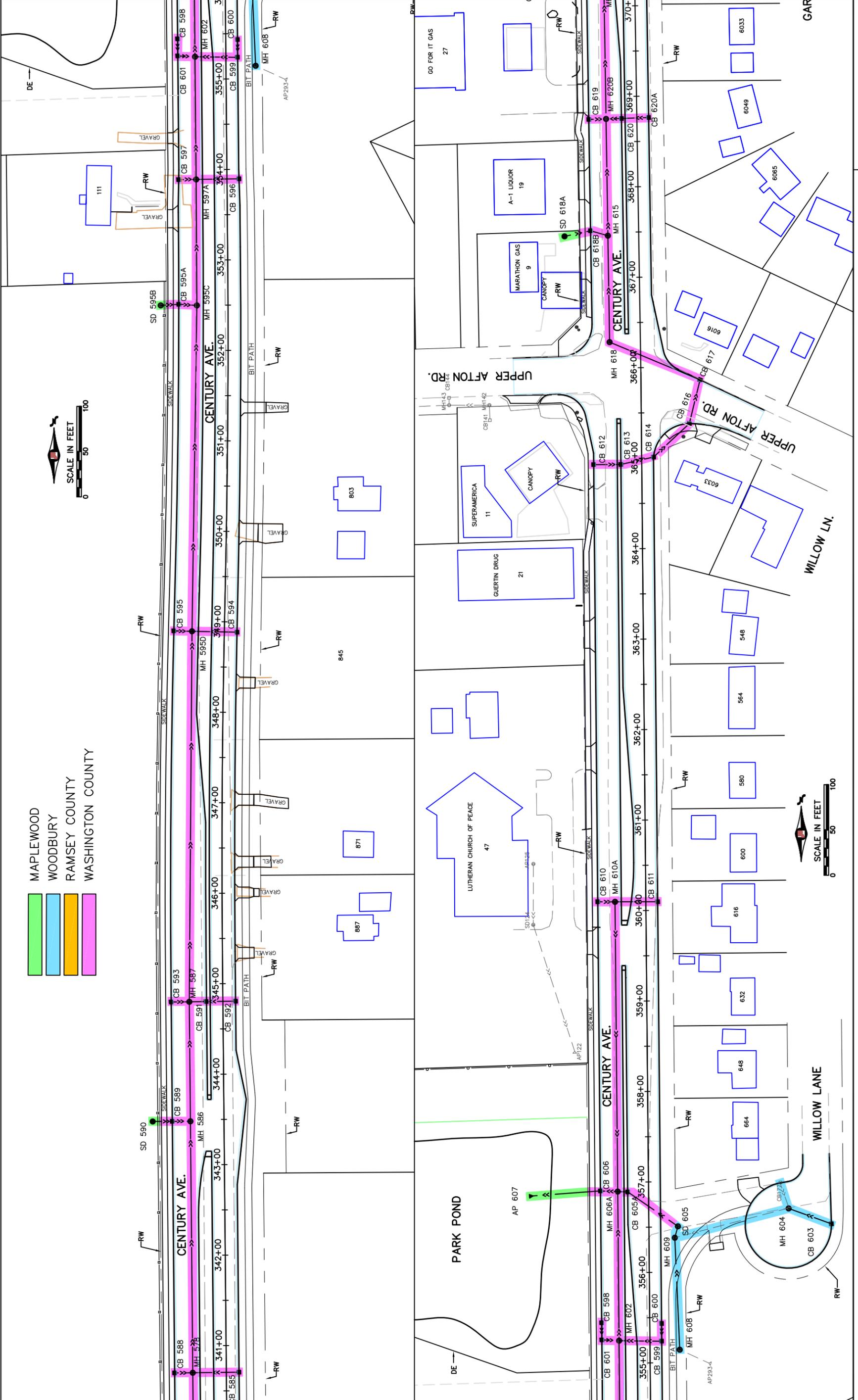
- MAPLEWOOD
- WOODBURY
- RAMSEY COUNTY
- WASHINGTON COUNTY

S.P. 62-672-04 CTB
 S.P. 82-625-02 CTB
 S.A.P. 62-616-16 CTB



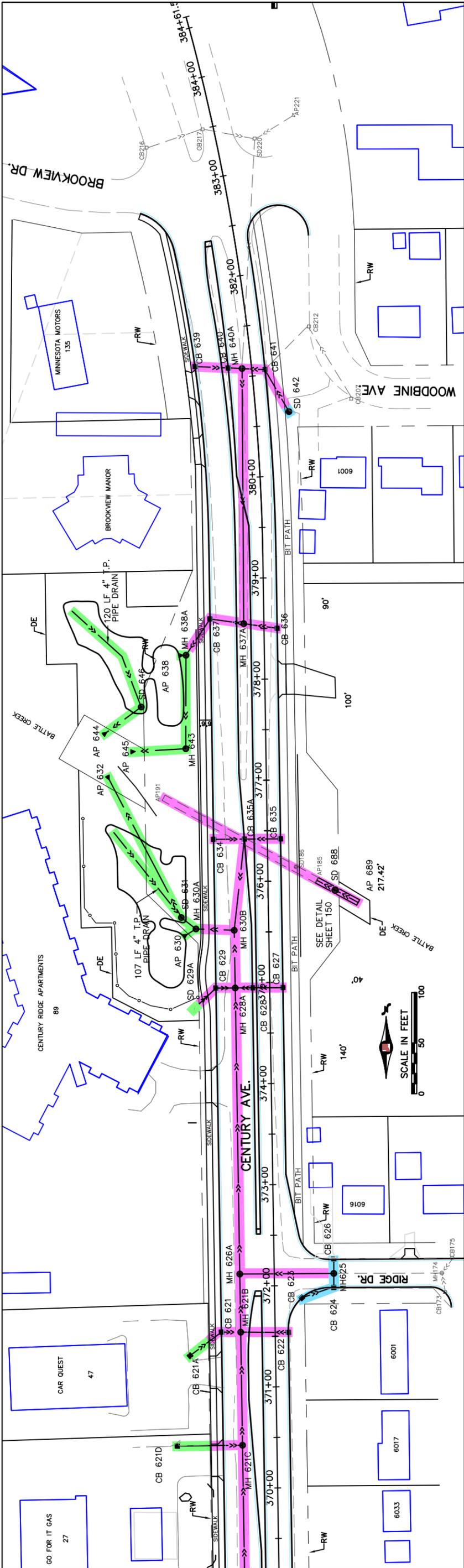
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 S.P. 82-625-02 CTB
 S.A.P. 62-616-16 CTB

CENTURY AVENUE EXHIBIT B

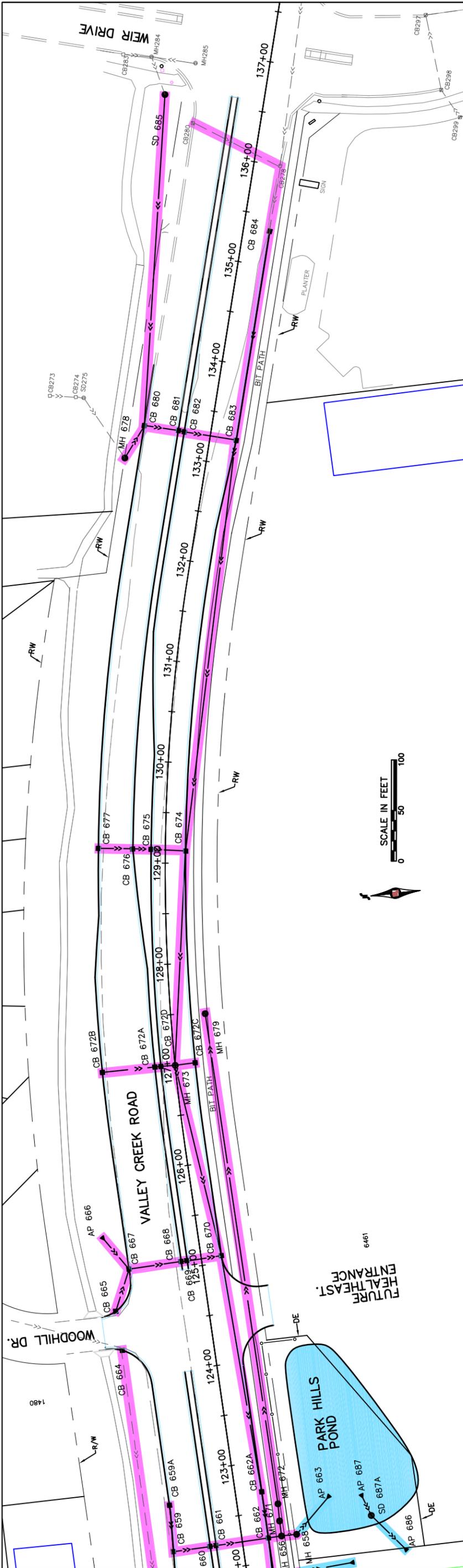


MAPLEWOOD
 WOODBURY
 RAMSEY COUNTY
 WASHINGTON COUNTY

S.P. 62-672-04 CTB
 S.P. 82-625-02 CTB
 S.A.P. 62-616-16 CTB



- MAPLEWOOD
- WOODBURY
- RAMSEY COUNTY
- WASHINGTON COUNTY



- MAPLEWOOD
- WOODBURY
- RAMSEY COUNTY
- WASHINGTON COUNTY

MEMORANDUM

TO: R. Charles Ahl, City Manager

FROM: Michael Thompson, Director of Public Works/City Engineer
Scott Schultz, Fleet Superintendent

DATE: October 1, 2013

SUBJECT: Approval of Purchase of Fleet Maintenance Parallelogram Lift

Introduction

The 2014 capital outlay budget includes funding for the replacement of the parallelogram lift in the fleet maintenance shop. Council approval is needed to move forward with this purchase.

Background

The current 1994 lift is in need of replacement. This lift is used daily for maintenance of trucks 1-ton or larger and equipment including, but not limited to: dump trucks, fire trucks, ambulances, plow trucks, and loaders. This lift has been in service for 20 years and is severely worn. The increased wear has made it difficult to pass its annual lift inspections. Keeping this lift in operation beyond the year 2014 will not be possible as it will not pass its next inspection, making it illegal and unsafe to operate. The new lift is a considerable upgrade compared to the old. It will have nearly twice the lifting capacity, and be installed at floor level allowing us the capability to lift existing and new larger equipment that we are unable to lift now.

Budget Impact

The 2014 capital improvement plan identifies \$100,000.00 under CIP PW 11.030 for the replacement of the unit described above. In order for an early 2014 installation the lift needs to be ordered in October of 2013 so staff is requesting a purchase order be issued by October 17th, 2013. The city will take delivery of the lift sometime after January 1st, 2014. The lift will be purchased under MN State Contract pricing. Following are the costs including installation, sales tax, and training:

Steril koni SKY 250 Lift	\$130,941.00
Total cost	\$130,941.00

This is \$30,000.00 above the estimated expenditure identified in the Fleet Management fund. The account has sufficient funds to cover this purchase however this overage will be offset by reduced expenditures moving forward in the fund.

Recommendation

It is recommended that the city council give approval to enter into a contract with the following vendor for this purchase under MN State Contract in the amount of \$130,941.00:

Benco Equipment Steril Koni SKY 250 Lift MN State Contract #438688

Attachments

1. Quote/Specs from Benco Equipment
2. Steril Koni SkyLift letter

BENCO EQUIPMENT

590 Citation Drive
 Suite A
 Shakopee, MN 55379

Estimate

Date	Estimate #
5/21/2013	3226

Cell # 612-382-0532 952-431-7690 Fax
DAVE SCHOENBECK schoenbeck3@aol.com

Name / Address
City of Maplewood- Fleet Services 1830 County Road B East Maplewood, MN 55109 Attn: Scott Schultz-Fleet Superintendent

Ship To
City of Maplewood- Fleet Services 1830 County Road B East Maplewood, MN 55109 Steve Priem- Mechanics Crew Chief

Description	Qty	Rate	Total
Stertil Koni SKY 250 - 55,000 lbs(78,000 symmetrical load distribution), Platform Length 33'. 460/3/60 Electrical.	1	74,167.00	74,167.00T
Set- Automatic Recess (Pit) Coverplates for SKY-FM, 33' (2 pcs), Galvanized, Non-Mechanical.	1	16,872.00	16,872.00T
Removal of Existing Lift, Complete Construction of New Pit including nose angle of primed hot rolled steel. Designed with Drains in pit bases if owner allows. PARKING PIT FOR JACKING BEAM IF OWNER APPROVED.	1	23,921.00	23,921.00T
Anti-Skid Runway Coating- Special Industrial Epoxy with Aggregate- Black	1	0.00	0.00T
Stertil Koni 2 Speed Lowering, when ordered with the Lift.	1	0.00	0.00T
Stertil-Koni LED Lighting set for SKY 250, 33'(10 pcs), 24V, IP67	1	5,043.00	5,043.00T
Stertil Koni Jacking Beam Model JB-160-2, Air/Hydraulic Capacity 35,200#, width of 33.5"-45.28". May Go With JB-200,44,000# Capacity NO EXTRA)	1	6,438.00	6,438.00T
Lift Installation by Factory Approved, Insured & Bonded Service Technicians, Included is Labor, shims,anchors, grouting. ELECTRICAL CONNECTIONS TO EXISTING DISCONNECT SWITCH.	1	4,500.00	4,500.00T
WCSA Full Freight Allowed to Destination, Complete Set -UP and Training Allowed	1	0.00	0.00T

MN State Contract # 438688 WCSA Contract # 06405

Subtotal

Sales Tax (0.0%)

Total

BENCO EQUIPMENT

590 Citation Drive
 Suite A
 Shakopee, MN 55379

Estimate

Date	Estimate #
5/21/2013	3226

Cell # 612-382-0532 952-431-7690 Fax
DAVE SCHOENBECK schoenbeck3@aol.com

Name / Address
City of Maplewood- Fleet Services 1830 County Road B East Maplewood, MN 55109 Attn: Scott Schultz-Fleet Superintendent

Ship To
City of Maplewood- Fleet Services 1830 County Road B East Maplewood, MN 55109 Steve Priem- Mechanics Crew Chief

Description	Qty	Rate	Total
PER STATE CONTRACT: DIRECT BILLED BY STERTIL KONI WITH NO APPLICABLE TAXES COLLECTED. PURCHASE ORDER MADE OUT TO STERTIL KONI- USA	1	0.00	0.00T
MN State Contract # 438688 WSCA Contract # 06405			Subtotal \$130,941.00
			Sales Tax (0.0%) \$0.00
			Total \$130,941.00

Scott,

G12, Attachment 2

Thanks for your time this morning and allowing me to clarify some of the pricing issues on our current estimate versus our original budget figure.

As you are aware, the Stertil Koni Skylift is relatively new (in excess of 6 years in production with placements in the hundreds) and unique design in the heavy duty "platform" vehicle lift market. It has really struck a nerve in it's ability to simplify the lifting process to a straight up and down "vertical" lift using it's unique Y shaped design to reduce the forces on it's structural base. This allows for greatly reduced foundation requirements. It also allows for a longer lift, with maximum capacity, in a shop with limited shop depth such as yours. With the equipment in your fleet getting longer and heavier, this offers a great opportunity to maximize your dependable lifting capacity for decades into the future.

The creative engineers at Stertil Koni also covered the safety issues of the shop, when the flush mount design was introduced with ability to provide automatic pit covers as an option. The flush mounted lift is by far the most popular design in shops today as it is the most versatile for loading, vehicle approach and non-trip hazard, but always left the exposed pits to slip or fall potential; which these covers negate. As you noticed at the Anoka County Shop, these auto pit covers are of simple, non-mechanical design built with rugged, galvanized, non-skid diamond plated material capable of 3,300 lb. roll over capacity. The other safety features include Automatic protection against overloading, Independent mechanical locking, beginning at 3 3/8" above the floor level, Microprocessor-controlled synchronization system, Low-voltage control box and is completely ANSI/ALI-ALCTV certified. The company was also the first in the HD lift industry to get ISO 9001 certified. (This guarantee's part availability for 25 years after a model is discontinued among other high Mfg. standards!!!)

Having installed 5 of these lifts in the region, (Cities of Rochester and Elk River, Counties of Anoka, Martin & Jackson on it's way) we have seen the great response and satisfaction that the owners have experienced. With the product on the State of Minnesota/WSCA contract we see a lot more flexibility being offered for your purchasing options. While we were furnishing the original estimate, I neglected to figure in the complete "civil work" of floor removal and complete pit construction into the figure. The two options of LED lighting and Jacking Beam were also not included, but they would have left us right at that \$100,000 target budget number. Anoka County did end up ordering the Jacking Beam after the fact, as they saw the value in the ability to raise the vehicle's by the chassis. The current estimate is truly a turn key quote.

I realize that this is a major expenditure to undertake, but we really strive to provide the owners with the safest, first class quality and the finest service that is available in the market today. With the State contract we will be more price competitive, on a better designed product and that any competitor will find difficult to match. My job is to provide you with the VERY BEST "BANG FOR YOUR BUCK", allowing you to join all of our other satisfied customers!!! They really do

make my job easier with their word of mouth support and references. We would be happy to arrange any other shop visits that you would like and references are always available upon request....Thanks again for your assistance and time and please feel free to contact me with any other questions.

Dave Schoenbeck
Stertil Koni Lifts @ BENCO Equipment
Cell # 612.382.0532

MEMORANDUM

TO: R. Charles Ahl, City Manager

FROM: Michael Thompson, Director of Public Works/City Engineer

DATE: October 1, 2013

SUBJECT: Approval of Purchase of Single Axle Plow Truck

Introduction

The 2014 capital outlay budget includes funding for the replacement of one Single Axle plow truck. Council approval is needed to move forward with this purchase.

Background

The current 1995 truck is in need of replacement. This unit has high mileage and repair costs are greatly increasing. It is no longer cost effective to repair and its reliability is questionable. This unit's primary use is for winter snow and ice control which is a critical and main function of public works service delivery. The new truck will be equipped with new and improved plow equipment and a pre-wetting system to help reduce salt use (more efficient).

Budget Impact

The 2014 capital improvement plan has \$190,000.00 budgeted under CIP PW 06.070 for the replacement of the unit described above. Due to increasing truck and equipment pricing in 2014 staff is requesting the purchase of a demo unit at 2013 price levels. Purchasing the demo unit will allow us to obtain the truck and equipment needed for our operations, yet keep us within our 2014 CIP budget. This truck will be purchased under MN State Contract pricing. Following are the costs for the replacements including trade in of the old unit (\$14,000.00), sales tax, training and delivery:

Mack GU712 Single Axle Chassis	\$93,646.27
Trade in of old unit	(\$14,000.00)
Sales tax	\$5,475.68
Towmaster Dump body, Plow and equipment	\$98,874.29
Total cost	\$183,996.24

This is \$6,003.76 below the estimated expenditure identified in the Fleet Management fund.

Recommendation

It is recommended that the city council give approval to enter into contracts with the following vendors for these purchases under MN State Contracts in an amount of \$183,996.24:

Nuss Truck & Equipment 2013 Mack GU712 chassis MN State Contract # 61010
Towmaster Truck Equipment 2013 Dump Body, Plow and Equip. MN State Contract # 61353

Attachments

1. Quote/Specs from Nuss Truck and Equipment
2. Quote/Specs from Towmaster Truck Equipment

STATE OF MINNESOTA
PRICING PAGE

330-111

16-May-11

VENDOR NAME NUSS TRUCK EQUIPMENT

MAKE AND MODEL MACK GU712

This section for use when ordering	
WB	187"
CA	99"
AF	62"
Cab Color	YELLOW
Wheel Color	WHITE
Grand Total \$ 93,646.27	

Spec #	Description	Qty	Price	Subtotal
1.0	Price for base unit:	1	\$ 76,077.00	\$ 76,077.00
1.1	Upcharge for 2013 Model Year - Base & Options		2.25%	\$ 2,061.00
2.0	FRAME OPTIONS			
2.1	Front frame extension	1	\$ 759.00	\$ 759.00
2.12	2,820,000 23.5 120,000 87 - 129 CA	1	\$ 606.00	\$ 606.00
3.6	18,000 front axle and matching suspension - Mack FXL18	1	\$ 1,430.00	\$ 1,430.00
3.7	20,000 front axle and matching suspension - Mack FXL20		\$ 2,237.00	\$ -
3.71	23,000 front axle and matching suspension - Mack FXL23		\$ 2,464.00	\$ -
3.8	Heavy duty front axle shocks	1	\$ 0.01	\$ 0.01
3.13	Front brake dust shields	1	\$ 16.00	\$ 16.00
3.22	HD taperlead (3 leaf spring) ILO of taperleaf (2 leaf spring)	1	\$ 55.00	\$ 55.00
4.25	Rear brake dust shield	1	\$ 16.00	\$ 16.00
4.27	Mack RA23R 23,000 lbs rear axle & suspension	1	\$ 473.00	\$ 473.00
4.30	Mack interwheel power divider	1	\$ 905.00	\$ 905.00
4.32	Helper springs	1	\$ 120.00	\$ 120.00
6.7	10,000 lb 22.5 9" front steel rims, 315/80R 22.5 J front tires	1	\$ 472.00	\$ 472.00
7.1	Wabco System Saver 1200 E heated air dryer	1	\$ 0.01	\$ 0.01
7.6	S.S. pins on slack adjuster yoke (2 ea per yoke) For all air brake chambers	1	\$ 22.00	\$ 22.00
8.5	Mack MP7-325M, 325 HP @ 1500 - 1900 RPM, 1200 LB FT Max Torque @ 1100 - 1300 RPM	1	\$ 0.01	\$ 0.01
8.14	Clear Back of Cab - DPF & SCR Frame Mounted , RH Side under Cab	1	\$ 1,225.00	\$ 1,225.00
8.18	Single (R/S) Vertical Straight Exhaust Stack Turned Out	1	\$ 0.01	\$ 0.01
8.27	Single, Bright finish heat shield & stack	1	\$ 59.00	\$ 59.00
8.57	66 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	\$ 133.00	\$ 133.00
8.85	Bright Finish Fuel Tank Straps - Single Tank	1	\$ 27.00	\$ 27.00
9.3	Delco 24 SI Alternator, 130 AMP	1	\$ 0.01	\$ 0.01
9.7	Donaldson Single Stage Air cleaner per spec 12.1	1	\$ 252.00	\$ 252.00
9.12	Coolant spin on filter/conditioner	1	\$ 18.00	\$ 18.00
9.13	Front engine powered take off adapter and radiator cut out	1	\$ 93.00	\$ 93.00

STATE OF MINNESOTA
PRICING PAGE

Spec #	Description	Qty	Price	Subtotal
9.14	Air applied fan drive, Borg Warner Cool Logic Fan	1	\$ 0.01	\$ 0.01
9.17	Radiator hose package (Silicone) per Spec 12.2	1	\$ 25.00	\$ 25.00
9.18	Curved exhaust pipe end	1	\$ 0.01	\$ 0.01
9.24	Radiator bug screen	1	\$ 0.01	\$ 0.01
9.26	Extended life anti-freeze	1	\$ 16.00	\$ 16.00
9.27	Starter motor options - Delco 39MT-MXT	1	\$ 1.00	\$ 1.00
10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ 336.00	\$ 336.00
10.7	Allison 3000-RDS 6 spd push button, PTO	1	\$ 5,300.00	\$ 5,300.00
10.50	Transmission oil cooler	1	\$ 291.00	\$ 291.00
10.53	Allison shift to neutral when park brake engaged	1	\$ 79.00	\$ 79.00
11.1	Resettable circuit breaker electrical protection	1	\$ 0.01	\$ 0.01
11.2	Automatic reset circuit breakers - Some	1	\$ 0.01	\$ 0.01
11.4	Circuit box under hood or end of frame, each	1	\$ 0.01	\$ 0.01
11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries	1	\$ 0.01	\$ 0.01
11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$ 72.00	\$ 72.00
11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	\$ 10.00	\$ 10.00
11.24	Body Link w/o cab floor pass thru hole/rubber boot	1	\$ 0.01	\$ 0.01
11.29	Eight switches - rotate light, bat switch, strobe light, sander light, load light, tail gate lock, chain light, alternating light	1	\$ 163.00	\$ 163.00
11.31	Ecco back-up alarm 575 constant sound level	1	\$ 68.00	\$ 68.00
12.4	Fender mirrors per Spec 12.4	1	\$ 108.00	\$ 108.00
12.5	Heated mirrors per Spec 12.5	1	\$ 99.00	\$ 99.00
12.12	Imron paint option	1	\$ 0.01	\$ 0.01
12.13	Imron and clear coat paint option	1	\$ 123.00	\$ 123.00
12.15	Cab Air Ride Suspension	1	\$ 0.01	\$ 0.01
12.20	Cab visor, external, painted to match cab color	1	\$ 131.00	\$ 131.00
12.21	Front fender extensions	1	\$ 95.00	\$ 95.00
12.23	Arctic winter wiper blades	1	\$ 17.00	\$ 17.00
12.24	Optional windshield washer tank	1	\$ 24.00	\$ 24.00
12.28	Front tow hooks	1	\$ 0.01	\$ 0.01
12.31	Heated windshield	1	\$ 399.00	\$ 399.00
12.32	One piece windshield	1	\$ 70.00	\$ 70.00
12.34	Bright finish hood intake	1	\$ 14.00	\$ 14.00
12.36	Bright finish bars with surround grille with front frame extension	1	\$ 204.00	\$ 204.00
12.39	Led type marker & clearance lights	1	\$ 69.00	\$ 69.00
13.1D	Slate Gray Color with brushed metallic instrument panel	1	\$ 310.00	\$ 310.00
13.5	Power window/both driver and passenger window	1	\$ 294.00	\$ 294.00
13.6	O.E.M factory installed, AM/FM/CD with weatherband	1	\$ 199.00	\$ 199.00
13.8	O.E.M factory installed, air conditioning	1	\$ 0.01	\$ 0.01
13.9	Cab mounted non-resettable hour meter	1	\$ 0.01	\$ 0.01
13.10	Dash mounted air cleaner air restriction gauge	1	\$ 0.01	\$ 0.01
13.12	Transmission temp gauges	1	\$ 0.01	\$ 0.01
13.15	Transmission oil sensor (check & fill) Allison only	1	\$ 0.01	\$ 0.01
13.17	Tilt & telescope steering wheel	1	\$ 0.01	\$ 0.01
13.19	Self canceling turn signals	1	\$ 67.00	\$ 67.00
13.24	National 2000 hi-back air driver seat - single chamber air lumbar, 2 position front cushion adjustable	1	\$ 96.00	\$ 96.00

STATE OF MINNESOTA
PRICING PAGE

Spec #	Description	Qty	Price	Subtotal
13.36	Inboard mounted driver arm rest	1	\$ 0.01	\$ 0.01
13.38	Cloth with vinyl driver & rider seat	1	\$ 0.01	\$ 0.01
13.39	Driver seat dust cover	1	\$ 0.01	\$ 0.01
13.44	Diagonal grab handle on inside of driver door	1	\$ 26.00	\$ 26.00
13.45	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guarddog routine maintenance monitoring)	1	\$ 0.01	\$ 0.01
13.49	5lb fire extinguisher between LH seat base and door with valve aimed rearward	1	\$ 52.00	\$ 52.00
13.50	Reflector kit parallel to inside of rider base seat	1	\$ 40.00	\$ 40.00
13.56	Dual multiband antenna	1	\$ 29.00	\$ 29.00
13.61	Exhaust pyrometer & transmission oil temperature gauges	1	\$ 0.01	\$ 0.01
				\$ 93,646.27

Total Unit Cost:



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FX: 320-693-7921

2013 MACK YELLOW DEMO

Parts FX: 320-593-5703

Bill To:	Cust#: 3088	Phone:	Ship To:	Phone:
MAPLEWOOD, CITY OF		651-249-2000	MAPLEWOOD, CITY OF	651-249-2000
1830 E COUNTY RD B		FAX:	1830 E COUNTY RD B	FAX:
MAPLEWOOD, MN 55109		651-249-2009	MAPLEWOOD, MN 55109	651-249-2009

Contact:

Contact:

PO#	Reference No.	Terms	Date Created	Order Date	Appx. Ship Date
2013 YELLOW	12168-TME	NET 30 DAYS	07/24/2013		STOCK
Trk VIN	1M2AX01CXDM001756	MO #	CO # 157907	Salesman	Tim Erickson
Freight Instructions:		Build Instructions:	Other Credit:	Other Charge:	

Yellow S.A. Demo 2013

ATTENTION: BRYAN NAGEL 39250

Qty	Part No.	Description	Discount Rate:	0.00%	Price Each	Net Amt
1	9900046	Body 106EDGE-RC/SCIS-46-36-36-RAW			7,932.00	7,932.00
1	9901704	Painting of Dump Body; includes media blasting of entire exterior & understructure, Urethane Primed, & Urethane Top Coats applied. Understructure is seam sealed, and painted Gloss Black.			2,051.00	2,051.00
1	9901701	Installation of Dump Body to hoist			1,099.00	1,099.00
1	9900145	Body acc Air trip kit, w/solenoid valve,			225.00	225.00
1	9901702	Installation of air operated tailgate latch kit			289.00	289.00
1	9900147	Body acc Box Vibrator - Cougar model DC3200			790.00	790.00
1	9901703	Installation of Box Vibrator			443.00	443.00
1	9900155	Cabshield, 1/2 type Stationary Free-Standing style, w/painted CARBON STEEL canopy, shovel holders, & reservoir mounts, Installed.			1,871.00	1,871.00
1	9900181	Walkrail removable both sides of 10' RC & RS body, Installed.			942.00	942.00
1	9900206	Ladder Flip-A-Way Access ladder Pkg (Carbon Steel) (ea), Installed			343.00	343.00
1	9900211	Body acc Dual "split" or 4-line sander manifolds in rear corner posts			96.00	96.00
1	9900214	Body acc Tailgate top lever pin release (Single Axle bodies only)			456.00	456.00
1	9900217	Light Warning TMTE-1-5 PKG: (2) 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed			3,446.00	3,446.00
1	9900244	Light Mirror mt HOH plow light pkg INSTALLED			483.00	483.00
1	9900271	Fender set Pro-Tech Bright Alum diamond plate SGL Axle, full radius, installed.			973.00	973.00
1	9901028	Camera System, Brigade model VBV-750-BM-010 -INSTALLED			614.00	614.00
1	9901834	Hoist Omaha Standard/Palfinger 720DH			2,283.00	2,283.00



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1	9901712	Installation of SCISSORS TYPE double acting hoist	1,467.00	1,467.00
1	9900340	Scraper Falls IB-11A 1" MB	5,262.00	5,262.00
1	9902836	VBL PolarFlex 6' Underchassis Complete System (includes bolts & nuts)	1,315.14	1,315.14
1	9902835	VBL PolarFlex 5' Underchassis Complete System (includes bolts & nuts)	1,095.95	1,095.95
1	9901705	Installation of underbody plow w/single lift cylinder	2,269.00	2,269.00
1	9900351	Scraper reverse/Auto-Lift system, ADD-A-FOLD valve, installed	382.00	382.00
1	9900361	Wing Falls RHSDL9A-HYDPB Primed	8,477.00	8,477.00
3	9902818	VBL Vallite HIGHWEAR Fab Wing Blade, 5/8" x 6" x 3'	164.00	492.00
1	9900387	Installation Falls SDL Series Wing - Standard	3,018.00	3,018.00
1	9902814	VBL V45-HFR-12 RH Vallite Hard Faced Curb Runner, 12" ctrs	237.00	237.00
1	9901431	WING Falls RL (REAR LIFT) up charge SDL/TDL WING ONLY	360.00	360.00
1	9900476	Wing Falls Safety Yellow - Paint Wing Moldboard	260.00	260.00
1	9900555	Plow Hitch Falls 44XB2/STD/STD/SA/SPR-RET/HITCH	2,579.00	2,579.00
1	9900588	Installation Falls Plow Hitch - 40 SERIES-STD	1,118.00	1,118.00
1	9900637	Plow Falls High Visibility Marker Set	78.00	78.00
1	9900639	Plow Falls Rubber Belt Deflector Kit - Installed	287.00	287.00
1	9900641	Plow Falls Parking Stand - Screw Adj Style	264.00	264.00
1	9901363	Plow Falls PTE-1248/TRPEDG/NOPSHU/POLY-BLK	7,886.00	7,886.00
3	9902827	VBL PolarFlex 4' Front Mount Complete System (includes bolts & nuts)	819.40	2,458.20
1	9900730	Plow Falls SCR-ADJ/SHOE/REV-PLW/STD	546.00	546.00
1	9901023	Misc Deduct -- Credit for Falls Standard Cutting Edges deleted from unit	-640.00	-640.00
1	9900775	Hitch TMTE Medium Duty Hitch Plate assembly	192.00	192.00
1	9902494	Hitch 7 contact RV socket installed	104.00	104.00
1	9901172	Installation of med duty hitch (Weld On)	192.00	192.00
1	9900776	Hitch PH-20 Pintle Hook installed	167.00	167.00
1	9900791	Sander Falls 1ASD-6CDLMSS Salt Special 6" Sander, LH Discharge, Extra Salt Shield, Single Poly Spinner Ass'y, Complete	4,205.00	4,205.00
1	9901718	Install sander & dual manifold RH & LH rear	1,013.00	1,013.00
1	9900823	Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel	279.00	279.00
1	9900851	Valve Force MCV-ISO 9 FUNCTIONS INSTALLED Box Hoist, Plow Lift, Plow Angle, Wing Toe, Wing Heel, Wing Push-Bar, Scraper Lift, Auger, & Spinner	8,319.00	8,319.00



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1	9902497	Control Force ULTRA-4-6100 Commander control, Installed	11,104.00	11,104.00
1	9900874	Filter Force IN-TANK mounted filter installed	439.00	439.00
1	9900882	Reservoir TMTE Cabshield mt (stainless steel) w/intank filter provision, installed	1,892.00	1,892.00
1	9900886	Pump Force FASD34L LS (4.67 ci) installed	2,384.00	2,384.00
1	9900871	Switch TMTE BODY UP Installed (electric controls only)	217.00	217.00
1	9900884	Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab installed	338.00	338.00

NOTE: If changes are made to an order after a P.O. has been issued, a FEE may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

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Accepted By: _____ Date: _____

Price:	\$94,392.29
Discount:	\$0.00
Other Credit (see above):	\$0.00
Net Cost:	\$94,392.29
Sales Tax:	\$6,489.47
Other Charge (see	\$0.00
Freight	\$0.00
Total:	\$100,881.76



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 61381 US Hwy. 12, Litchfield, MN
 Phone: 800-462-4517 / 320-693-7900



FX: 320-693-7921

State Contract 61353

Parts FX: 320-593-5703

Bill To:	Cust#: 3088	Phone:	Ship To:	Phone:
MAPLEWOOD, CITY OF		651-249-2000	MAPLEWOOD, CITY OF	651-249-2000
1830 E COUNTY RD B		FAX:	1830 E COUNTY RD B	FAX:
MAPLEWOOD, MN 55109		651-249-2009	MAPLEWOOD, MN 55109	651-249-2009

Contact:		Contact:			
PO#	Reference No.	Terms	Date Created	Order Date	Appx. Ship Date
	12222-TGG	NET 30 DAYS	09/19/2013	9/19/2013	
Trk VIN	MO #	CO #	Salesman	Tom Gertgen	
Freight Instructions:		Build Instructions:	Other Credit:	Other Charge:	

ATTENTION: Brian Nagel 61353

Qty	Part No.	Description	Discount Rate:	0.00%	Price Each	Net Amt
1	9900277	Tarp AERO EZ-Cover (SGL or TDM) model 575 Weighted electric tarp, w/alum side arms, & weighted Asphalt type tarp, Installed.			2,265.00	2,265.00
1	9900958	Pre-Wet Towmaster/Varitech LDS-TMR-110-EGF Body Side Mt Sys for Elliptical body W/EXISTING REMOVABLE WALKRAIL (2) 55 gal tanks, mtg hardware, plumbing, Electric Gravity Feed valve			1,303.00	1,303.00
1	9902484	Installation of pre-wet system on USED body w/existing removable walkrail			914.00	914.00

NOTE: If changes are made to an order after a P.O. has been issued, a FEE may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

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Accepted By: _____ Date: _____

Price:	\$4,482.00
Discount:	\$0.00
Other Credit (see above):	\$0.00
Net Cost:	\$4,482.00
Sales Tax:	\$308.14
Other Charge (see	\$0.00
Freight	\$0.00
Total:	\$4,790.14

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Karen Guilfoile, Citizen Services

DATE: October 8, 2013

SUBJECT: Approval of Consulting Contract for Marketing and Advertising

Introduction

The City uses numerous venues to communicate with our constituents and is in a contractual agreement with Carey Communications (Heidi Carey) to assist us with our Marketing and Advertising projects.

Background

One of our main communication tools is the Maplewood Monthly which is mailed to every household and business within our community. The Monthly includes current events, neighborhood projects, seasonal reminders, etc. and is one of our most visual tools to keep residents informed.

Along with twelve issues of the Maplewood Monthly annually, Ms. Carey assists with the following annual projects:

- Four issues of the Seasons newsletter; and
- Conducting interviews and writing articles for the Maplewood Monthly as directed
- City Event Assistance, (including, but not limited to, securing sponsors, working with vendors and designing ads) ; and
- Design City PSA Clear Channel Billboard ads; and
- Securing ads for publications with a required minimum of \$3600.00 each quarter in ads for the Maplewood Monthly,
- Additional projects as required or requested. E.g. Miscellaneous brochures, banners, posters, etc. These projects will be submitted to the City Manager or the Citizen Services Director for approval and then forwarded to the Consultant.
- Assisting the Citizen Services Director with the new annual publication of the Residents Guide which will be an insert into the Maplewood Monthly.

Ms. Carey is compensated an annual flat fee of \$48,000 for the above on a pro-rata basis of \$4,000 per month contingent upon securing a minimum of \$3,600 in advertising sales each quarter. In the event that Ms. Carey does not meet the sales criteria in any given quarter then the payment for the next month would be reduced on a dollar for dollar basis for each dollar under the minimum for the quarter. Additionally, if Ms. Carey secures over \$4,500 of advertising revenue in a quarter, the City shall pay her an additional commission on those sales as follows:

<u>Additional Ad Revenue per Quarter:</u>	<u>Commission Percentage</u>
First \$100 - \$498 over \$4,500	20%

Next \$499 - \$1,500 over \$4,500	25%
Next \$1,501 over \$4,500	30%

The complete contract is attached for your review.

Budget Impact

The Contract is budgeted for in the 2013 and 2014 budgets and the revenues are monitored quarterly.

Recommendation

It is recommended that the council approve the Consulting Contract for Marketing and Advertising with Carey Communications through December 2014 and authorizes the City Manager and Director of Citizens Services to sign the same.

Attachments

1. Independent Contractor Consulting Contract

**CITY OF MAPLEWOOD INDEPENDENT CONTRACTOR
CONSULTING CONTRACT**

This agreement is entered into on August 1, 2013 by and between the City of the Maplewood (hereinafter "City" or "Employer" and/or "we" or "us" or "our") and **Heidi Carey** (hereinafter "Consultant" and/or "you" or "your"). This agreement sets forth all terms and conditions concerning the contract appointment of Heidi Carey to the position of Marketing and Advertising Consultant.

A. TERM OF APPOINTMENT

This contract shall begin on August 1, 2013 and continue on a weekly basis at the discretion of the City and Consultant, terminating on December 31, 2014, unless terminated earlier by the City of Maplewood or by the Consultant pursuant to this Agreement. The contract will terminate automatically on the termination date unless the appointment is extended in writing prior to the termination date. If the contract is extended, it will terminate automatically upon the new expiration date, unless terminated earlier pursuant to this Agreement.

B. DUTIES AND RESPONSIBILITIES

Consultant shall consult with the City Manager and Citizens Services Director in the performance of all their duties with regard to marketing and advertising for the City of Maplewood. The Consultant's duties and responsibilities shall be conducted in accordance with this Agreement and in accordance with all applicable laws and the City's policies, procedures, and rules as established by management. The Consultant agrees that she will be performing all the duties set forth in this job description as an independent contractor and assumes all responsibility for payment of any and all employment taxes arising out of the City's payments to Consultant hereunder. Consultant shall furnish her own equipment and home office and determine her own schedule with regards to completing the deliverables. City will provide access to City servers to allow Consultant to email out newsletters. Consultant hereby indemnifies the City of Maplewood for any employment taxes arising out of the City's payments to Consultant hereunder.

Page 2
Consultant Contract – Heidi Carey
August 1, 2013

C. DELIVERABLES AND COMPENSATION

Deliverables

Consultant shall deliver the following work (hereafter "Work" or "Deliverables") in a timely efficient and professional manner:

- Twelve issues of the Maplewood Monthly; and
- Four issues of the Seasons newsletter (4 pages each); and
- Conducting interviews and writing articles for the Maplewood Monthly as directed
- City Event Assistance,(including, but not limited to, securing sponsors, working with vendors and designing ads) ; and
- Design City PSA Clear Channel Billboard ads; and
- Securing ads for publications (Maplewood Monthly and Recreation Booklets) with a required minimum of \$3600.00 each quarter in ads for the Maplewood Monthly,
- Additional projects as required or requested. E.g. Miscellaneous brochures, banners, posters, etc. These projects will be submitted to the City Manager or the Citizen Services Director for approval and then forwarded to the Consultant.
- Assisting the Citizen Services Director with the new annual publication of the Residents Guide which will be an insert into the Maplewood Monthly.

Each of the above-stated publication deliverables includes two (2) proofs to City staff, delivery to the printer, and any final editing for the printer and printer proof. *Maplewood Monthly* page numbers shall be as determined by Karen Guilfoile. Consultant shall also deliver an annual schedule that lists when articles are due, when each council member is to write their articles, and how many pages are included for each issue. Consultant shall send the Citizen Services Director and/or his or her designee, monthly advertising invoices that will be billed to each advertiser and the invoice for such advertising shall come directly from the City (in the same manner as they are currently sent). Consultant shall also email a copy of each publication to each of the advertisers to prove that their ads ran in the publication. The City reserves the right to decrease these stated deliverables upon 30 day written notice to Consultant, and any such reduction shall result in a pro rata reduction in compensation to Consultant upon implementation of such reduction.

Page 3
 Consultant Contract – Heidi Carey
 August 1, 2013

Compensation

The City will pay Consultant an annual flat fee of Forty Eight Thousand Dollars (\$48,000.00) for the above deliverables on a pro-rata basis of Four Thousand Dollars (\$4,000.00) per month. Such payments shall be paid on the first day of each month following completion of the pro rata deliverables for the previous month. Such payment is not only contingent upon maintaining completion of the deliverables on a pro-rata basis each month; it is also contingent upon meeting the \$3600.00 minimum advertising requirement each quarter. If Consultant fails to meet these deliverable requirements (except for the advertising minimum) in any given quarter, then the payment for the next month shall be reduced by pro-rata amount for the deliverables not completed. If the Consultant fails to meet the advertising minimum of \$3600.00 per quarter, then the payment for the next month shall be reduced on a dollar for dollar basis for each dollar under the minimum for the quarter. Additionally, if Consultant brings in over \$4500.00 of advertising revenue in a quarter, the City shall pay Consultant an additional commission on such sales as follows:

<u>Additional Ad Revenue per Quarter:</u>	<u>Commission Percentage</u>
First \$100 - \$498 over \$4,500	20%
Next \$499 - \$1,500 over \$4,500	25%
Next \$1,501 over \$4,500	30%

Additional Work

Additionally, Consultant shall be available to perform "Additional Work" at an hourly rate of \$65.00 per hour. Such "Additional Work" must be authorized in writing, in advance, by either the Assistant City Manager, the citizens Services Director or the Parks and Recreation Director. Optional projects that may qualify for such "Additional Work" include Media Blasts, Media Placement, Marketing Plans, Press Releases, Sponsorship Sales for MCC, Recreation Events, marketing Campaigns and other design projects for programs and/or events.

As an independent contractor, the Consultant will not receive overtime compensation or compensatory time off or additional compensation beyond the established pay for the position pursuant to the agreement.

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Consultant Contract – Heidi Carey
August 1, 2013

D. WORK FOR HIRE

Consultant agrees that with regard to all Work completed pursuant to this Agreement, i.e. marketing services, editorial services, design services, etc.:

1. To deliver to us no later than the end of each month, the pro rata Work to be performed that month, or to meet whatever other deadline has been determined for other specific Work, (i.e. Additional Work) in a manner and form satisfactory to us.

2. Upon acceptance of the Work, we agree to pay you Four Thousand Dollars per month and/or other payments of Sixty Five Dollars per hour for Additional Work for all rights in the Work. You will not receive any further payment from us.

3. You expressly acknowledge that the material contributed by you hereunder, and your services hereunder, are being specially ordered and commissioned by us for use in connection with marketing, advertising and publishing for the City of Maplewood. The Work contributed by you hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. We shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of your services hereunder in whatever stage of completion. If for any reason the results and proceeds of your services hereunder are determined at any time not to be a "work made for hire", you hereby irrevocably transfer and assign to us all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

4. You agree that we may make any changes or additions to the Work prepared by you, which we, in our sole discretion, may consider necessary, and may engage others to do any or all of the foregoing, with or without attribution to you. You further agree to waive any so-called moral rights in the Work.

5. You represent that, except with respect to material furnished to you by us, you are the sole author of the Work and all of your services are original and not copied in whole or in part from any other work; that your Work is not libelous or obscene, or knowingly violates the right of privacy or publicity, or any other rights of any person, firm or entity.

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E. BREACH

If either party fails at any time to meet any deadlines required herein, or otherwise fails to meet the professional standards required, or otherwise by their actions or inactions provides just cause to terminate this Agreement, then the non-breaching party shall provide the breaching party with written notice of such breach and the breaching party shall have thirty (30) days from receipt of such notice to cure said breach to the satisfaction of the non-breaching party. Any failure to cure said breach upon expiration of the 30 day cure period shall be grounds for immediate termination of the Agreement upon written notice of termination for failure to cure. Notice, if to the City shall be delivered to:

City of Maplewood Attention:

Karen Guilfoile, Director Citizen Services

1830 County Road B East
Maplewood, MN 55109
Fax (651) 249-2059
Email: karen.guilfoile@ci.maplewood.mn.us

And if to Consultant shall be delivered to:

Heidi Carey
10599 108th Avenue N.E.
Hanover, Minnesota 55341

All written notices to be delivered by mail, shall be delivered by Certified U.S. Mail, Return receipt requested, and shall be deemed delivered three (3) business days after the date the notice was sent. Email and facsimiles shall be deemed delivered the next business day after they are sent.

F. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement, to the extent such delay or failure is proximately caused by conditions beyond its control, including, but

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Consultant Contract – Heidi Carey
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not limited to, war, strikes, floods, tornados or other natural disasters or Acts of God or any other cause beyond the reasonable control of the affected party.

G. GENERAL PROVISIONS

This contract constitutes the entire agreement between the parties and supersedes any other agreement either oral or written. The terms of this agreement may be modified only by subsequent written agreement signed by both parties. In the event that any part of this agreement is declared or rendered invalid by court decision or statute, the remaining provisions of the agreement shall remain in full force and effect. Minnesota law shall govern the interpretation and construction of this agreement.

CONSULTANT SIGNATURE:

Heidi Carey

Date: _____

SIGNATURES FOR THE CITY OF MAPLEWOOD:

City Manager

Date: _____

City Clerk

Date: _____

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MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Karen Guilfoile, Director Citizen Services

DATE: October 9, 2013

SUBJECT: Approval of Second Reading Amending the Ordinance Regulating Off-Sale Intoxicating Liquor Licenses Distance Requirements and Lifting the Moratorium on New Off-Sale Licenses

Introduction

The first reading of an ordinance amending Chapter 6 of the City Code that relates to Alcoholic Beverages was approved on September 23, 2013. This revision requires a distance of 2,640 feet or one-half mile between off-sale intoxicating licensed premises. The revision further clarifies that the distance between premises be measured from main entrance to main entrance and current license holders be exempt from the 2,640 foot requirement until that time that the licensed establishment is sold for a purpose other than an off-sale liquor store.

The code revision follows:

Sec. 6-169 Ineligibility of certain premises.

No off-sale license shall be issued under this division for premises located 2,640 feet from an existing off-sale premise. Licensed premises that fall within 2,640 feet of each other before October 25, 2013, shall be exempt from the 2,640 foot requirement until that time that the licensed establishment is sold for a purpose other than an off-sale liquor store. The distance between premises shall be measured from main entrance to main entrance.

This issue was initially discussed in January 2013. Staff was directed to research other cities in the metro area to see what distance requirements they may have. At that time a moratorium was placed on new establishments until the ordinance was revised.

Budget Impact

None

Recommendation

Approve second reading of Sec. 6-169 that governs the distance requirements between existing and new off-sale intoxicating licensed premises from 1,000 feet to 2,640 feet measuring the distance from main entrance to main entrance and lift the current moratorium on the issuance of new off-sale intoxicating licensed premises.

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MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Shann Finwall, AICP, Environmental Planner

DATE: October 7, 2013

SUBJECT: Approval of Purchase of Carts Through the Recycling Contract

Introduction

During the September 23, 2013, City Council meeting, Councilmember Cardinal requested that staff bring the recycling cart issue back to the Council for review during the October 14 City Council meeting. This memorandum will give the City Council a brief history of the City's recycling contract and recycling cart issues.

Background

July 22, 2013 (City Council Workshop): Staff updated the City Council on Maplewood's residential recycling contract. The recycling contract with Tennis Sanitation, LLC, was set to expire on December 31, 2013. Under the contract Tennis charges the City \$1.75 per unit per month for recycling collection. Staff had negotiated three contract extension scenarios including the use of the City's existing recycling bins, contractor-supplied recycling carts, and City-supplied recycling carts as follows:

1. Use of Existing Recycling Bins - Tennis proposed no increase to recycling rates for two years with the continued use of City-supplied recycling bins. The rate would remain at \$1.75 per household per month for the first two years of a contract extension (2014 and 2015) and \$2.00 per household per month for two additional extensions (2016 and 2017).
2. Contractor-Supplied Recycling Carts - Tennis proposed to supply recycling carts for Maplewood residential properties with at least a four-year contract. Cost of the contract would be \$2.50 per household per month for the first two years of the contract (2014 and 2015) and \$2.75 per household per month for two additional years (2016 and 2017).
3. City-Supplied Recycling Carts - If the City purchases recycling carts, Tennis proposes no increase to recycling rates, remaining at \$1.75 per household per month for a two-year extension (2014 and 2015) with the possibility of two additional one-year extensions. Purchase of carts is estimated to cost \$553,000 (including taxes and distribution). To cover the cost of the carts the City would need to charge a fee to residents estimated at \$.75 per household per month. Additionally, the City will capture 70 percent of the revenue earned for any increases in tonnage of materials collected with the use of recycling carts over tonnage collected that month in 2012 with the use of recycling bins.

During the workshop, the City Council expressed support for the conversion of the recycling program to the collection of recyclables with carts rather than bins. However, there was not a consensus on which cart scenario to choose - contractor-supplied or City-purchased carts. Because the recycling contract was set to expire at the end of the year, the City Council directed

staff to finalize the contract with language that would allow for the switch to carts in the future (either contractor-supplied or City-purchased carts).

August 26, 2013 (City Council Meeting): The City Council approved of a grant submittal in the amount of \$100,000 for the Ramsey County Public Entity Innovation Grant (PEIG) project for recycling carts. The project provides financial assistance to cities for the purpose of creating and implementing innovative programs to increase source reduction and residential recycling efforts. Funding is intended to initiate and defray initial capital, start up, and education and promotional costs for implementation of activities.

September 6, 2013 (PEIG Submittal): City staff submitted a Public Entity Innovation Grant to Ramsey County for \$100,000 for recycling carts.

September 9, 2013 (City Council Meeting): The City Council approved a contract extension with Tennis Sanitation, LLC, for City-wide residential recycling. The Contract extends recycling services for two more years (2014 and 2015) beginning January 1, 2014. Under the contract recyclables will continue to be collected curbside in the City's existing recycling bins, with language in the contract which will allow the City to convert to recycling carts (either contractor-supplied or City-supplied) at any time during the term of the contract.

October 4, 2013 (Grant Award): Ramsey County staff notified the City of Maplewood that they have completed their review of the City's grant proposal for the purchase of recycling carts, and is recommending funding in the amount of \$100,000. The grant award is subject to Ramsey County Manager approval, which could take 6 to 12 weeks to finalize.

Budget Impact

No budget impacts are expected under the recycling contract approved by the City Council on September 9. The two-year contract includes the use of the City's existing recycling bins with pricing remaining at \$1.75 per household per month for the term of the contract.

Recommendation

Staff recommends tabling the purchase of carts through the recycling contract for 6 weeks (until the November 25, 2013, City Council meeting). Tabling this item until the November 25 meeting will allow time for the Ramsey County Manager review process and drafting of the final grant agreement which will outline specifics of how the grant monies can be used.

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Melinda Coleman, Assistant City Manager
Sarah Burlingame, Senior Administrative Assistant

DATE: October 8, 2013

SUBJECT: Approval of 2014 Charitable Gambling Awards

Introduction

Each year the Maplewood City Council solicits requests for charitable gambling funds. Every year the requests for funds have exceeded the available funds. That is the case this year. The city received 25 applications with \$98,956.50 in requests.

Background

The City Council reviewed the applications on September 23rd. Upon reviewing the applications, the Council submitted votes for award amount to staff to be tallied. Staff has tallied the votes and is provided suggested award amounts for the Council to consider. Any request that received four or more votes for \$0 in awarded funds is removed from consideration.

Budget Impact

The amount of funds available in the 2014 budget is \$32,000.

Recommendation

Staff recommends that the City Council review and approve the suggested award amounts below.

Organization	<i>Amount Requested</i>	Proposed Award
American Red Cross - TC Area Chapter	\$2,000.00	\$0*
Boy Scout Troop 461	\$1,000.00	\$630
Boy Scout Troup 197	\$2,000.00	\$1,080
CHILD Inc	\$200.00	\$80
Dispute Resolution Center	\$2,000.00	\$940
District 622 Education Foundation	\$2,500.00	\$1,310
District 622 Fusion Drumline	\$2,700.00	\$0*
Gethsemane Lutheran School	\$10,000.00	\$830
Hmong American Education Fund	\$4,490.00	\$1,600
Maple Tree Monastery Childcare Center	\$762.50	\$0*

Organization	Amount Requested	Proposed Award
Maplewood Area Historical Society	\$19,547.00	\$7,889
Maplewood Fire Fighters Flower Fund	\$900.00	\$250
Maplewood Monarchs S.O. Team	\$3,000.00	\$1,400
Maplewood Police Explorers	\$5,000.00	\$2,420
Maplewood Police Reserves	\$5,000.00	\$2,660
Maplewood Youth Scholarship Fund	\$3,500.00	\$1,780
Ramsey County Fair	\$3,500.00	\$2,360
Second Chance Animal Rescue	\$800.00	\$160
Simon Youth Foundation - Maplewood Mall	\$300.00	\$50
St. Jerome's Catholic School	\$3,457.00	\$580
St. Mary's Health Clinics	\$15,000.00	\$3,000
The Salvation Army	\$3,000.00	\$680
Tubman Family Alliance	\$1,500.00	\$350
Webster Elementary School	\$3,800.00	\$580
White Bear Area YMCA	\$3,000.00	\$1,310
Fund Reserves		\$61
TOTAL AMOUNT OF REQUESTS	\$98,957	\$32,000

Attachments

1. 2014 Completed Voting Spreadsheet

2014 Charitable Gambling Funds Score Sheet

Organization	Amount Requested	WR	KJ	RC	MK	BC	Proposed Award
American Red Cross - TC Area Chapter	\$2,000.00	\$0	\$0	\$0	\$0	\$400	\$0*
Boy Scout Troop 461	\$1,000.00	\$500	\$300	\$1,000	\$1,000	\$350	\$630
Boy Scout Troop 197	\$2,000.00	\$1,000	\$500	\$1,000	\$2,000	\$900	\$1,080
CHILD Inc	\$200.00	\$0	\$0	\$200	\$0	\$200	\$80
Dispute Resolution Center	\$2,000.00	\$1,000	\$1,800	\$1,000	\$0	\$900	\$940
District 622 Education Foundation	\$2,500.00	\$1,000	\$1,800	\$0	\$2,500	\$1,250	\$1,310
District 622 Fusion Drumline	\$2,700.00	\$0	\$0	\$0	\$0	\$1,000	\$0*
Gethsemane Lutheran School	\$10,000.00	\$0	\$900	\$1,000	\$0	\$2,250	\$830
Hmong American Education Fund	\$4,490.00	\$1,000	\$500	\$3,000	\$2,000	\$1,500	\$1,600
Maple Tree Monastery Childcare Center	\$762.50	\$0	\$0	\$0	\$0	\$500	\$0*
Maplewood Area Historical Society	\$19,547.00	\$5,400	\$7,000	\$3,000	\$19,547	\$4,500	\$7,889
Maplewood Fire Fighters Flower Fund	\$900.00	\$450	\$400	\$0	\$0	\$400	\$250
Maplewood Monarchs S.O. Team	\$3,000.00	\$1,500	\$1,000	\$3,000	\$0	\$1,500	\$1,400
Maplewood Police Explorers	\$5,000.00	\$3,500	\$1,800	\$3,000	\$2,000	\$1,800	\$2,420
Maplewood Police Reserves	\$5,000.00	\$3,500	\$5,000	\$3,000	\$0	\$1,800	\$2,660
Maplewood Youth Scholarship Fund	\$3,500.00	\$2,000	\$1,000	\$3,000	\$1,400	\$1,500	\$1,780
Ramsey County Fair	\$3,500.00	\$2,500	\$1,500	\$2,800	\$3,500	\$1,500	\$2,360
Second Chance Animal Rescue	\$800.00	\$0	\$400	\$0	\$0	\$400	\$160
Simon Youth Foundation - Maplewood Mall	\$300.00	\$150	\$0	\$0	\$0	\$100	\$50
St. Jerome's Catholic School	\$3,457.00	\$0	\$900	\$1,000	\$0	\$1,000	\$580
St. Mary's Health Clinics	\$15,000.00	\$5,000	\$2,000	\$3,000	\$0	\$5,000	\$3,000
The Salvation Army	\$3,000.00	\$1,500	\$1,400	\$0	\$0	\$500	\$680
Tubman Family Alliance	\$1,500.00	\$500	\$750	\$0	\$0	\$500	\$350
Webster Elementary School	\$3,800.00	\$0	\$1,900	\$0	\$0	\$1,000	\$580
White Bear Area YMCA	\$3,000.00	\$1,500	\$800	\$3,000	\$0	\$1,250	\$1,310
Fund Reserves		\$0	\$350	\$0	-\$1,947	\$0	\$61
TOTAL AMOUNT OF REQUESTS	\$98,957	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000

An estimated \$32,000 is available revenue from proceeds of the 10% Charitable Gambling Tax. Any reduction in available funds will result in a proportional reduction of the award amount.

* Removed from consideration due to past practice of zeroing out any applicant that gets a zero allocation from four or more members of the City Council.

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MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Karen Guilfoile, City Clerk
DATE: October 1, 2013
SUBJECT: Approval of an Annual Currency Exchange License Renewal for EZ Cash Maplewood LLC, 3035 White Bear Avenue

Introduction

A currency exchange license renewal application has been submitted to the Minnesota Department of Commerce by EZ Cash Maplewood LLC to continue their operation at 3035 White Bear Avenue N for 2014. The renewal application included the names of the officers and owners of the licensee, background checks on each of the owners and officers from the Minnesota Bureau of Criminal Apprehension, a fee schedule of all fees to be charged by the currency exchange office, a \$10,000 surety bond valid through December 31, 2014 and the \$550.00 renewal fee.

Background

Minnesota Statutes Chapter 53A.04 requires the Department of Commerce to submit any application for licensure as a currency exchange to the governing body of the municipality in which the currency exchange conducts business.

After consulting with Chief Schnell, there is nothing on record that would prohibit Council from approving the annual currency exchange license renewal; they are a good member of the business community.

Budget Impact

None

Recommendation

It is recommended that Council approve the currency exchange license renewal for EZ Cash Maplewood, LLC.

MEMORANDUM

TO: R. Charles Ahl, City Manager
FROM: Gayle Bauman, Finance Director
DATE: October 8, 2013
SUBJECT: Preliminary Approval for Issuance of Refunding Bonds

Introduction

Refunding bonds are proposed to be issued to refinance the G.O. Improvement Refunding Bonds Series 2004A (current) and the G.O. Improvement Bonds Series 2004B (crossover). Issuance of the refunding bonds will allow the City to take advantage of the current low interest rates. The estimated net present value (NPV) of savings to the City for this issue is \$283,454 or over 7% of the principal amount of the refunding bonds. Please note that the NPV benefit shown is an estimate and is variable based on the actual true interest cost on the refunding bonds as determined at the sale date. City policy states that any refunding, whether crossover or current, needs to have a NPV benefit of at least 3.5%.

Additional information regarding the refunding of these bonds is included in the attached report from Springsted, Inc. It suggests a bid award on the bond sale at the Council meeting at 7:00 p.m. on Thursday, November 14, 2013.

Budget Impact

Estimated net present value of savings to the City is in the amount of \$283,454.

Recommendation

It is recommended that the City Council adopt the attached resolutions providing preliminary approval for the sale of \$3,805,000 General Obligation Refunding Bonds Series 2013B.

Attachments

1. Resolution for Series 2013B bonds
2. Recommendations from Springsted, Inc.

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF MAPLEWOOD, MINNESOTA

HELD: October 14, 2013

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly held at the City Hall on October 14, 2013, at 7:00 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$3,805,000 General Obligation Refunding Bonds, Series 2013B.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF \$3,805,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013B

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue \$3,805,000 General Obligation Refunding Bonds, Series 2013B (the "Bonds") to (i) refund in full the February 1, 2015 through February 1, 2021 maturities of the City's General Obligation Refunding Bonds, Series 2004A, dated April 1, 2004; (ii) refund a portion of the August 1, 2018 maturity and refund in full the August 1, 2019 through August 1, 2024 maturities of the City's General Obligation Improvement Bonds, Series 2004B, dated August 1, 2004; and

B. WHEREAS, the City has retained Springsted Incorporated, in Saint Paul, Minnesota ("Springsted"), as its independent financial advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization. The City Council hereby authorizes Springsted to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed proposals for, and awarding the sale of, the Bonds. The proposals shall be received at the offices of Springsted and shall be opened at the time specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the sale, the City Clerk, Mayor and other officers or employees of the City are hereby authorized to cooperate with Springsted and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

I, the undersigned, being the duly qualified and acting City Clerk of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$3,805,000 General Obligation Refunding Bonds, Series 2013B.

WITNESS my hand on October _____, 2013.

City Clerk

EXHIBIT A

THE CITY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$3,805,000*

**CITY OF MAPLEWOOD, MINNESOTA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013B
(BOOK ENTRY ONLY)**

Proposals for the Bonds and the Good Faith Deposit ("Deposit") will be received on Thursday, November 14, 2013, until 10:00 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 7:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed Proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final Proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted Proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all Bids submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic Bid in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY[®] shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The City is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY[®] is not an agent of the City.

* Preliminary; subject to change.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
 Customer Support: (212) 849-5000

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2014. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature August 1 in the years and amounts* as follows:

2015	\$270,000	2017	\$280,000	2019	\$945,000	2021	\$445,000	2023	\$200,000
2016	\$295,000	2018	\$540,000	2020	\$435,000	2022	\$190,000	2024	\$205,000

* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread is the differential between the price paid to the City for the new issue and the prices at which the securities are initially offered to the investing public.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the Proposal form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name the registrar which shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The Bonds will not be subject to payment in advance of their respective stated maturity dates.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessments against benefited properties. The proceeds will be used to (i) refund in full the February 1, 2015 through February 1, 2021 maturities of the City's General Obligation Refunding Bonds, Series 2004A, dated April 1, 2004; and (ii) refund a portion of the August 1, 2018 maturity and refund in full the August 1, 2019 through August 1, 2024 maturities of the City's General Obligation Improvement Bonds, Series 2004B, dated August 1, 2004.

BIDDING PARAMETERS

Proposals shall be for not less than \$3,774,560 plus accrued interest, if any, on the total principal amount of the Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

Proposals, regardless of method of submission, shall be accompanied by a Deposit in the amount of \$38,050, in the form of a certified or cashier's check, a wire transfer, or Financial Surety Bond and delivered to Springsted Incorporated prior to the time proposals will be opened. Each bidder shall be solely responsible for the timely delivery of their Deposit whether by check, wire transfer or Financial Surety Bond. Neither the City nor Springsted Incorporated have any liability for delays in the transmission of the Deposit.

Any Deposit made by **certified or cashier's check** should be made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101.

Any Deposit sent via **wire transfer** should be sent to Springsted Incorporated as the City's agent according to the following instructions:

Wells Fargo Bank, N.A., San Francisco, CA 94104
ABA #121000248
for credit to Springsted Incorporated, Account #635-5007954
Ref: Maplewood, MN Series 2013B Good Faith Deposit

Contemporaneously with such wire transfer, the bidder shall send an e-mail to bond_services@springsted.com, including the following information; (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer, (iii) the issue to which it applies, and (iv) the return wire instructions if such bidder is not awarded the Bonds.

Any Deposit made by the successful bidder by check or wire transfer will be delivered to the City following the award of the Bonds. Any Deposit made by check or wire transfer by an unsuccessful bidder will be returned to such bidder following City action relative to an award of the Bonds.

If a **Financial Surety Bond** is used, it must be from an insurance company licensed to issue such a bond in the State of Minnesota and pre-approved by the City. Such bond must be submitted to Springsted Incorporated prior to the opening of the proposals. The Financial Surety Bond must identify each underwriter whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to an underwriter using a Financial Surety Bond, then

that underwriter is required to submit its Deposit to the City in the form of a certified or cashier's check or wire transfer as instructed by Springsted Incorporated not later than 3:30 P.M., Central Time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the City to satisfy the Deposit requirement.

The Deposit received from the purchaser, the amount of which will be deducted at settlement, will be deposited by the City and no interest will accrue to the purchaser. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's Proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

On or about December 18, 2013, the Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Briggs and Morgan, Professional Association, of Saint Paul and Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

On the date of actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the City will covenant for the benefit of the owners of the Bonds to provide certain financial and other information about the City and notices of certain occurrences to information repositories as specified in and required by SEC Rule 15c2-12(b)(5).

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded up to 25 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated October 14, 2013

BY ORDER OF THE CITY COUNCIL

/s/ Karen Guilfoile
City Clerk

City of Maplewood, Minnesota Recommendations for Issuance of Bonds

\$3,805,000 General Obligation Refunding Bonds, Series 2013B

The Council has under consideration the issuance of bonds to (i) refund the outstanding maturities of the City's General Obligation Refunding Bonds, Series 2004A (the "Current Refunding Portion") and (ii) refund various maturities of the City's General Obligation Improvement Bonds, Series 2004B (the "Partial Crossover Refunding Portion"). This document provides information relative to the proposed issuance.

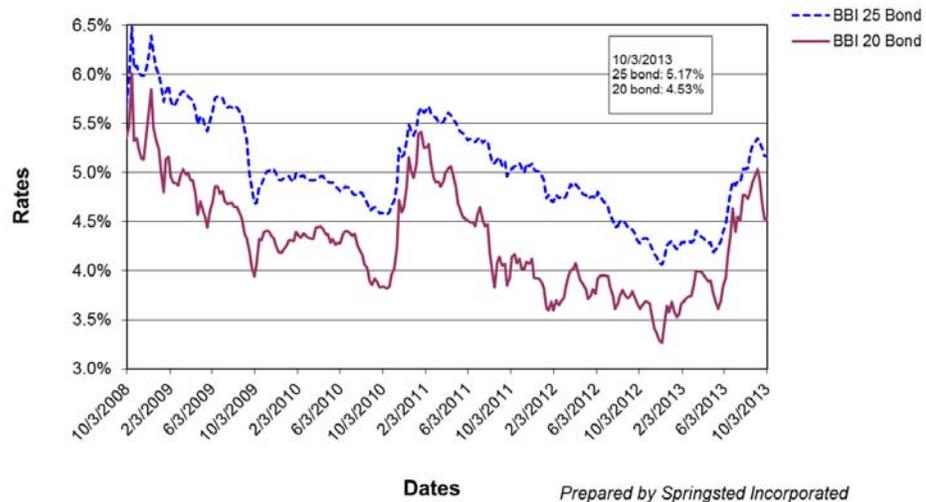
KEY EVENTS: The following summary schedule includes the timing of some of the key events that will occur relative to the bond issuance.

October 14, 2013	Council sets sale date and terms
Week of November 4, 2013	Rating conference conducted and receipt of rating
November 14, 2013, 10:00 a.m.	Competitive bids are received
November 14, 2013, 7:00 p.m.	Council considers award of Bonds
December 18, 2013	Settlement of the Bonds; receipt of proceeds

RATING: The City is in the process of determining whether to request a rating from Moody's Investors Service of Standard & Poor Rating Services for this issue. The City's general obligation debt is currently rated "Aa1" by Moody's.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds (the BBI 20 Bond Index) and the 30th year for revenue bonds (the BBI 25 Bond Index). The following chart illustrates these two indices over the past five years.

**BBI 25-bond (Revenue) and 20-bond (G.O.) Rates for 5 Years
Ending 10/3/2013**



POST ISSUANCE COMPLIANCE:

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: i) compliance with federal arbitrage requirements and ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as your issue has been structured. Post-issuance compliance responsibilities for your tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Since the proceeds of the Bonds are being used for two distinctly different purposes, a current refunding and an advance refunding, each purpose will be treated independently for purposes of arbitrage compliance.

- The Current Refunding Portion – the proceeds will be used within 60 days to redeem the Series 2004A Bonds. Therefore, the City will meet the 6-month spending exception and gross proceeds will be exempt from rebate.
- The Partial Crossover Refunding Portion is being conducted as an advance refunding in which the proceeds will be placed in an escrow account until the call date of the Series 2004B Bonds. Federal regulations do not permit investment earnings on the escrow account to exceed the yield on the Bonds; therefore, no excess arbitrage will be earned.

Yield restriction provisions will apply to the debt service funds and the funds should be monitored throughout the life of the Bonds.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

The City contracts with Springsted to assist them in meeting post issuance compliance for arbitrage and continuing disclosure. Contract amendments adding the Bonds will be provided to the City.

AUTHORITY:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429 and 475.

SECURITY AND SOURCE OF PAYMENT:

The Bonds are a general obligation of the City, secured by its full faith and credit and taxing power. In addition, the City will pledge special assessments that have been filed against benefited properties.

SUPPLEMENTAL INFORMATION AND BOND RECORD:

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

SALE TERMS AND MARKETING:

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Based on the short duration of the Bonds, and to avoid possible negative pricing impacts, the Bonds will not be subject to redemption prior to their stated maturities

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Bonds will be designated as bank qualified.

**RISKS/SPECIAL
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions. For advance refunding issues, such as the Crossover Refunding portion, a Minnesota statutory test exists which establishes a minimum present value interest cost savings level of 3% of the present value of refunded debt service. Based on the current interest rate market the present value refunding savings of that portion is estimated to be 7.0%.

Assessments will be used to pay portions of the Bonds. In the event prepayments of assessments are received, the stream of the assessment income will change and modifications to the other funds will be needed. In particular, if the City is not able to reinvest the assessments at a rate at least equal to the rate on the Bonds and/or does not meter the application of the assessment income in a fashion similar to the income stream that would have otherwise been produced had they not been prepaid, additional other funds will be needed to meet debt service payments.

Both the February and August payments of debt service will be due prior to actual receipt of either assessment income or tax levies. As a result, the City will have to advance cash to meet those payments and be reimbursed from assessment and tax levy income upon their receipt.

**SCHEDULES
ATTACHED:**

Schedules attached include preliminary feasibility summary, debt service schedules, debt service comparison schedules and debt service to call and to maturity schedules.

\$1,800,000 Current Refunding Portion

Description of Purpose

PURPOSE:

Proceeds of the Current Refunding Portion will be used to refund the February 1, 2015 through 2021 maturities of the City's General Obligation Refunding Bonds, Series 2004A, dated April 1, 2004 and outstanding in the principal amount of \$1,755,000 (the "Series 2004A Bonds"). This refunding transaction is being conducted to achieve interest cost savings.

The Series 2004A Bonds were originally issued to advance refund various maturities of The City 1995A General Obligation Improvement Bonds and The 2000A General Obligation Fire Safety Bonds.

**SOURCE OF
PAYMENT:**

On February 1, 2014, the call date of the Series 2004A Bonds, the City will (i) use previously collected tax levies and assessments to make their regularly scheduled February 1, 2014 principal and interest payment on the Series 2004A Bonds and (ii) use the proceeds of the Current Refunding Portion to redeem the remaining outstanding principal of the Series 2004A Bonds. Beginning with the August 1, 2014 interest payment, the City will begin making debt service payments on the Current Refunding Portion.

The Current Refunding Portion will be repaid with a combination of special assessments and ad valorem tax levies. The City expects to receive assessments annually in the amount of \$8,830 in 2014 and 2015. Collection of taxes and assessments will be used to make the interest payment due February 1 and the principal and interest payment due August 1 in the collection year.

STRUCTURING SUMMARY:

At the direction of the City, principal payment dates on the Current Refunding Portion have been changed from February 1 payments to August 1 payments to match the principal repayment dates of the Partial Crossover Refunding Portion. The amortization of the Current Refunding Portion has been structured to result in approximately even annual savings.

Based on current interest rate estimates, the refunding is projected to result in the City realizing an average cash flow savings of approximately \$15,760 per year. This results in future value savings of approximately \$127,350, with a net present value benefit to the City of approximately \$133,590. These estimates are net of all costs associated with the refunding.

\$2,005,000 Partial Crossover Refunding Portion

Description of Purpose

PURPOSE:

Proceeds of the Partial Crossover Refunding Portion will be used to refund a portion of the August 1, 2018 principal maturity and the August 1, 2019 through 2024 maturities of the City's General Obligation Improvement Bonds, Series 2004B, dated August 1, 2004 and outstanding in the principal amount of \$5,585,000 (the "Series 2004B Bonds"). The August 1, 2014 and 2015 maturities are not callable and are not included in this refunding transaction.

The City has previously issued bonds in 2013 that count against its bank qualification limit of \$10 million; therefore, the August 1, 2016 and 2017 maturities and a portion of the August 1, 2018 maturity are not being refunded in order for the City to issue the Bonds as bank qualified. Bank qualified obligations are selling at lower rates than non-bank qualified obligations in the current market. This refunding transaction is being conducted to achieve interest cost savings.

The Series 2004B Bonds were originally issued to finance various street and utility improvement projects within the City.

SOURCE OF PAYMENT:

The issuance of the Partial Crossover Refunding Portion is being conducted as a "crossover" advance refunding in which the proceeds of the Partial Crossover Refunding Portion are placed in an escrow account with a major bank and invested in U.S. Treasury obligations or State and Local Government Securities. These investments and their earnings are structured to pay interest on the Partial Crossover Refunding Portion to and including the February 1, 2015 interest payment (the call date of the Series 2004B Bonds), at which time the escrow account will provide funds for the redemption of the portion of the August 1, 2018 maturity that is being refunded plus all subsequent maturities through and including the 2024 principal maturity of the Series 2004B Bonds. The City will continue to pay the originally scheduled debt service payments on the Series 2004B Bonds through the August 1, 2015 call date and interest and principal of the non-refunded maturities

(August 1, 2016 through 2018). After the call date, the City will begin making debt service payments on the Partial Crossover Refunding Portion, taking advantage of the lower interest rates.

The Partial Crossover Refunding Portion will be repaid with a combination of special assessments and ad valorem tax levies. The City expects to receive assessments annually in the amount of \$269,880 from 2014 through 2020. Collection of taxes and assessments will be used to make the interest payment due February 1 and the principal and interest payment due August 1 in the collection year.

**STRUCTURING
SUMMARY:**

At the direction of the City, the principal amortization of the Partial Crossover Refunding Portion has been structured to result in approximately even annual savings.

Based on current interest rate estimates, the refunding is projected to result in the City realizing an average cash flow savings of approximately \$18,200 per year. This results in future value savings of approximately \$165,600, with a net present value benefit to the City of approximately \$149,860. These estimates are net of all costs associated with the refunding.

**FEDERAL
CONSIDERATIONS
AND/OR
REQUIREMENTS:**

Upon the sale of the Bonds, a verification agent will be retained by the City to confirm that the refunding escrow is in compliance with federal restrictions and also to verify the adequacy of the escrow to satisfy its cash flow requirements.

The Partial Crossover Refunding Portion is an advance refunding under federal tax law and may not be advance refunded in the future on a tax-exempt basis. The Partial Crossover Refunding Portion can be refunded as tax-exempt if done as a current refunding at or after the call date.

\$3,805,000
City of Maplewood, Minnesota
 General Obligation Refunding Bonds, Series 2013B
 Current and Partial Crossover Refunding of Series 2004A, 2004B

Preliminary Feasibility Summary

Dated 12/18/2013 | Delivered 12/18/2013

	Current Refunding Portion (Ref 2004A)	Partial Crossover Ref Portion (Ref 2004B)	Issue Summary
Sources Of Funds			
Par Amount of Bonds.....	\$1,800,000.00	\$2,005,000.00	\$3,805,000.00
Total Sources.....	\$1,800,000.00	\$2,005,000.00	\$3,805,000.00
Uses Of Funds			
Deposit to Crossover Escrow Fund.....	1,755,000.00	1,954,538.74	3,709,538.74
Costs of Issuance.....	29,329.83	32,670.17	62,000.00
Total Underwriter's Discount (0.800%).....	14,400.00	16,040.00	30,440.00
Rounding Amount.....	1,270.17	1,751.09	3,021.26
Total Uses.....	\$1,800,000.00	\$2,005,000.00	\$3,805,000.00

Flow of Funds Detail

State and Local Government Series (SLGS) rates for.....		9/30/2013	9/30/2013
Date of OMP Candidates.....			
Primary Purpose Fund Solution Method.....	Gross Funded	Net Funded	Net Funded
Total Cost of Investments.....	\$1,755,000.00	\$1,954,538.74	\$3,709,538.74
Interest Earnings @ 0.215%.....	-	7,190.40	7,190.40
Total Draw s.....	\$1,755,000.00	\$1,961,729.14	\$3,716,729.14

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 1.694%(Bond Yield).....	132,322.18	148,110.76	280,432.94
Contingency or Rounding Amount.....	1,270.17	1,751.09	3,021.26
Net Present Value Benefit.....	\$133,592.35	\$149,861.85	\$283,454.20
Net PV Benefit / \$3,660,000 Refunded Principal.....	7.612%	7.867%	7.745%
Net PV Benefit / \$3,805,000 Refunding Principal.....	7.422%	7.474%	7.450%

Bond Statistics

Average Life.....	4.589 Years	6.871 Years	5.792 Years
Average Coupon.....	1.4009827%	1.8862735%	1.7043747%
Net Interest Cost (NIC).....	1.5753168%	2.0026996%	1.8425061%
Bond Yield for Arbitrage Purposes.....	1.6944920%	1.6944920%	1.6944920%
True Interest Cost (TIC).....	1.5765672%	2.0024881%	1.8411224%
All Inclusive Cost (AIC).....	1.9529784%	2.2615519%	2.1445099%

\$3,805,000

City of Maplewood, Minnesota
 General Obligation Refunding Bonds, Series 2013B
 Current and Partial Crossover Refunding of Series 2004A, 2004B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/01/2014	-	-	34,670.31	34,670.31
08/01/2015	270,000.00	0.400%	55,970.00	325,970.00
08/01/2016	295,000.00	0.600%	54,890.00	349,890.00
08/01/2017	280,000.00	0.850%	53,120.00	333,120.00
08/01/2018	540,000.00	1.200%	50,740.00	590,740.00
08/01/2019	945,000.00	1.500%	44,260.00	989,260.00
08/01/2020	435,000.00	1.700%	30,085.00	465,085.00
08/01/2021	445,000.00	1.950%	22,690.00	467,690.00
08/01/2022	190,000.00	2.150%	14,012.50	204,012.50
08/01/2023	200,000.00	2.350%	9,927.50	209,927.50
08/01/2024	205,000.00	2.550%	5,227.50	210,227.50
Total	\$3,805,000.00	-	\$375,592.81	\$4,180,592.81

Yield Statistics

Bond Year Dollars.....	\$22,036.99
Average Life.....	5.792 Years
Average Coupon.....	1.7043747%
Net Interest Cost (NIC).....	1.8425061%
True Interest Cost (TIC).....	1.8411224%
Bond Yield for Arbitrage Purposes.....	1.6944920%
All Inclusive Cost (AIC).....	2.1445099%

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Net Interest Cost.....	1.8425061%
Weighted Average Maturity.....	5.792 Years

\$1,800,000
City of Maplewood, Minnesota
 General Obligation Refunding Bonds, Series 2013B
 Current Refunding of Series 2004A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/01/2014	-	-	12,971.17	12,971.17
08/01/2015	270,000.00	0.400%	20,940.00	290,940.00
08/01/2016	265,000.00	0.600%	19,860.00	284,860.00
08/01/2017	250,000.00	0.850%	18,270.00	268,270.00
08/01/2018	250,000.00	1.200%	16,145.00	266,145.00
08/01/2019	255,000.00	1.500%	13,145.00	268,145.00
08/01/2020	250,000.00	1.700%	9,320.00	259,320.00
08/01/2021	260,000.00	1.950%	5,070.00	265,070.00
Total	\$1,800,000.00	-	\$115,721.17	\$1,915,721.17

Yield Statistics

Bond Year Dollars.....	\$8,260.00
Average Life.....	4.589 Years
Average Coupon.....	1.4009827%
Net Interest Cost (NIC).....	1.5753168%
True Interest Cost (TIC).....	1.5765672%
Bond Yield for Arbitrage Purposes.....	1.6944920%
All Inclusive Cost (AIC).....	1.9529784%

IRS Form 8038

Net Interest Cost.....	1.5753168%
Weighted Average Maturity.....	4.589 Years

\$2,005,000

City of Maplewood, Minnesota
 General Obligation Refunding Bonds, Series 2013B
 Partial Crossover Refunding of Series 2004B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/01/2014	-	-	21,699.14	21,699.14
08/01/2015	-	-	35,030.00	35,030.00
08/01/2016	30,000.00	0.600%	35,030.00	65,030.00
08/01/2017	30,000.00	0.850%	34,850.00	64,850.00
08/01/2018	290,000.00	1.200%	34,595.00	324,595.00
08/01/2019	690,000.00	1.500%	31,115.00	721,115.00
08/01/2020	185,000.00	1.700%	20,765.00	205,765.00
08/01/2021	185,000.00	1.950%	17,620.00	202,620.00
08/01/2022	190,000.00	2.150%	14,012.50	204,012.50
08/01/2023	200,000.00	2.350%	9,927.50	209,927.50
08/01/2024	205,000.00	2.550%	5,227.50	210,227.50
Total	\$2,005,000.00	-	\$259,871.64	\$2,264,871.64

Yield Statistics

Bond Year Dollars.....	\$13,776.99
Average Life.....	6.871 Years
Average Coupon.....	1.8862735%
Net Interest Cost (NIC).....	2.0026996%
True Interest Cost (TIC).....	2.0024881%
Bond Yield for Arbitrage Purposes.....	1.6944920%
All Inclusive Cost (AIC).....	2.2615519%

IRS Form 8038

Net Interest Cost.....	2.0026996%
Weighted Average Maturity.....	6.871 Years

\$3,805,000
City of Maplewood, Minnesota
 General Obligation Refunding Bonds, Series 2013B
 Current and Partial Crossover Refunding of Series 2004A, 2004B

Debt Service Comparison

Date	Total P+I	Escrow	Existing D/S	Net New D/S	Old Net D/S	Savings
08/01/2014	34,670.31	(21,699.14)	1,291,515.00	1,304,486.17	1,325,542.50	21,056.33
08/01/2015	325,970.00	(1,940,030.00)	2,892,210.00	1,278,150.00	1,291,125.00	12,975.00
08/01/2016	349,890.00	-	871,527.50	1,221,417.50	1,256,144.38	34,726.88
08/01/2017	333,120.00	-	845,127.50	1,178,247.50	1,210,897.51	32,650.01
08/01/2018	590,740.00	-	557,737.50	1,148,477.50	1,184,354.38	35,876.88
08/01/2019	989,260.00	-	-	989,260.00	1,020,560.63	31,300.63
08/01/2020	465,085.00	-	-	465,085.00	501,676.26	36,591.26
08/01/2021	467,690.00	-	-	467,690.00	502,721.88	35,031.88
08/01/2022	204,012.50	-	-	204,012.50	223,725.00	19,712.50
08/01/2023	209,927.50	-	-	209,927.50	224,950.00	15,022.50
08/01/2024	210,227.50	-	-	210,227.50	225,212.50	14,985.00
Total	\$4,180,592.81	(1,961,729.14)	\$6,458,117.50	\$8,676,981.17	\$8,966,910.04	\$289,928.87

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	289,928.87
Gross PV Debt Service Savings.....	280,432.94
Net PV Cashflow Savings @ 1.694%(Bond Yield).....	280,432.94
Contingency or Rounding Amount.....	3,021.26
Net Future Value Benefit.....	\$292,950.13
Net Present Value Benefit.....	\$283,454.20
Net PV Benefit / \$702,443.82 PV Refunded Interest.....	40.353%
Net PV Benefit / \$4,029,729.29 PV Refunded Debt Service.....	7.034%
Net PV Benefit / \$3,660,000 Refunded Principal.....	7.745%
Net PV Benefit / \$3,805,000 Refunding Principal.....	7.450%

Refunding Bond Information

Refunding Dated Date.....	12/18/2013
Refunding Delivery Date.....	12/18/2013

\$1,800,000
City of Maplewood, Minnesota
 General Obligation Refunding Bonds, Series 2013B
 Current Refunding of Series 2004A

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
08/01/2014	12,971.17	272,905.00	285,876.17	306,932.50	21,056.33
08/01/2015	290,940.00	-	290,940.00	303,915.00	12,975.00
08/01/2016	284,860.00	-	284,860.00	300,334.38	15,474.38
08/01/2017	268,270.00	-	268,270.00	281,487.51	13,217.51
08/01/2018	266,145.00	-	266,145.00	282,334.38	16,189.38
08/01/2019	268,145.00	-	268,145.00	282,328.13	14,183.13
08/01/2020	259,320.00	-	259,320.00	276,706.26	17,386.26
08/01/2021	265,070.00	-	265,070.00	280,671.88	15,601.88
Total	\$1,915,721.17	\$272,905.00	\$2,188,626.17	\$2,314,710.04	\$126,083.87

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	126,083.87
Gross PV Debt Service Savings.....	132,322.18
Net PV Cashflow Savings @ 1.694%(Bond Yield).....	132,322.18
Contingency or Rounding Amount.....	1,270.17
Net Future Value Benefit.....	\$127,354.04
Net Present Value Benefit.....	\$133,592.35
Net PV Benefit / \$273,002.07 PV Refunded Interest.....	48.935%
Net PV Benefit / \$1,908,664.29 PV Refunded Debt Service.....	6.999%
Net PV Benefit / \$1,755,000 Refunded Principal.....	7.612%
Net PV Benefit / \$1,800,000 Refunding Principal.....	7.422%

Refunding Bond Information

Refunding Dated Date.....	12/18/2013
Refunding Delivery Date.....	12/18/2013

\$2,005,000

City of Maplewood, Minnesota
General Obligation Refunding Bonds, Series 2013B
Partial Crossover Refunding of Series 2004B

Debt Service Comparison

Date	Total P+I	Escrow	Existing D/S	Net New D/S	Old Net D/S	Savings
08/01/2014	21,699.14	(21,699.14)	1,018,610.00	1,018,610.00	1,018,610.00	-
08/01/2015	35,030.00	(1,940,030.00)	2,892,210.00	987,210.00	987,210.00	-
08/01/2016	65,030.00	-	871,527.50	936,557.50	955,810.00	19,252.50
08/01/2017	64,850.00	-	845,127.50	909,977.50	929,410.00	19,432.50
08/01/2018	324,595.00	-	557,737.50	882,332.50	902,020.00	19,687.50
08/01/2019	721,115.00	-	-	721,115.00	738,232.50	17,117.50
08/01/2020	205,765.00	-	-	205,765.00	224,970.00	19,205.00
08/01/2021	202,620.00	-	-	202,620.00	222,050.00	19,430.00
08/01/2022	204,012.50	-	-	204,012.50	223,725.00	19,712.50
08/01/2023	209,927.50	-	-	209,927.50	224,950.00	15,022.50
08/01/2024	210,227.50	-	-	210,227.50	225,212.50	14,985.00
Total	\$2,264,871.64	(1,961,729.14)	\$6,185,212.50	\$6,488,355.00	\$6,652,200.00	\$163,845.00

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	163,845.00
Gross PV Debt Service Savings.....	148,110.76
Net PV Cashflow Savings @ 1.694%(Bond Yield).....	148,110.76
Contingency or Rounding Amount.....	1,751.09
Net Future Value Benefit.....	\$165,596.09
Net Present Value Benefit.....	\$149,861.85
Net PV Benefit / \$429,441.75 PV Refunded Interest.....	34.897%
Net PV Benefit / \$2,121,065.01 PV Refunded Debt Service.....	7.065%
Net PV Benefit / \$1,905,000 Refunded Principal.....	7.867%
Net PV Benefit / \$2,005,000 Refunding Principal.....	7.474%

Refunding Bond Information

Refunding Dated Date.....	12/18/2013
Refunding Delivery Date.....	12/18/2013

\$2,940,000
City of Maplewood, Minnesota
 General Obligation Refunding Bonds, Series 2004A

Debt Service To Call And To Maturity

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
12/18/2013	-	-	-	-	-	-
02/01/2014	1,755,000.00	1,755,000.00	-	3.300%	-	-
08/01/2014	-	-	-	-	34,027.50	34,027.50
02/01/2015	-	-	240,000.00	3.450%	34,027.50	274,027.50
08/01/2015	-	-	-	-	29,887.50	29,887.50
02/01/2016	-	-	245,000.00	3.625%	29,887.50	274,887.50
08/01/2016	-	-	-	-	25,446.88	25,446.88
02/01/2017	-	-	235,000.00	3.750%	25,446.88	260,446.88
08/01/2017	-	-	-	-	21,040.63	21,040.63
02/01/2018	-	-	245,000.00	3.875%	21,040.63	266,040.63
08/01/2018	-	-	-	-	16,293.75	16,293.75
02/01/2019	-	-	255,000.00	4.125%	16,293.75	271,293.75
08/01/2019	-	-	-	-	11,034.38	11,034.38
02/01/2020	-	-	260,000.00	4.125%	11,034.38	271,034.38
08/01/2020	-	-	-	-	5,671.88	5,671.88
02/01/2021	-	-	275,000.00	4.125%	5,671.88	280,671.88
Total	\$1,755,000.00	\$1,755,000.00	\$1,755,000.00	-	\$286,805.04	\$2,041,805.04

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	12/18/2013
Average Life.....	4.208 Years
Average Coupon.....	3.8838132%
Weighted Average Maturity (Par Basis).....	4.208 Years

Refunding Bond Information

Refunding Dated Date.....	12/18/2013
Refunding Delivery Date.....	12/18/2013

\$13,010,000
City of Maplewood, Minnesota
General Obligation Improvement Bonds, Series 2004B

Debt Service To Call And To Maturity

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
02/01/2014	-	42,141.25	42,141.25	-	-	42,141.25	42,141.25
08/01/2014	-	42,141.25	42,141.25	-	4.000%	42,141.25	42,141.25
02/01/2015	-	42,141.25	42,141.25	-	-	42,141.25	42,141.25
08/01/2015	1,905,000.00	42,141.25	1,947,141.25	-	4.000%	42,141.25	42,141.25
02/01/2016	-	-	-	-	-	42,141.25	42,141.25
08/01/2016	-	-	-	-	4.000%	42,141.25	42,141.25
02/01/2017	-	-	-	-	-	42,141.25	42,141.25
08/01/2017	-	-	-	-	4.100%	42,141.25	42,141.25
02/01/2018	-	-	-	-	-	42,141.25	42,141.25
08/01/2018	-	-	-	260,000.00	4.250%	42,141.25	302,141.25
02/01/2019	-	-	-	-	-	36,616.25	36,616.25
08/01/2019	-	-	-	665,000.00	4.250%	36,616.25	701,616.25
02/01/2020	-	-	-	-	-	22,485.00	22,485.00
08/01/2020	-	-	-	180,000.00	4.400%	22,485.00	202,485.00
02/01/2021	-	-	-	-	-	18,525.00	18,525.00
08/01/2021	-	-	-	185,000.00	4.500%	18,525.00	203,525.00
02/01/2022	-	-	-	-	-	14,362.50	14,362.50
08/01/2022	-	-	-	195,000.00	4.500%	14,362.50	209,362.50
02/01/2023	-	-	-	-	-	9,975.00	9,975.00
08/01/2023	-	-	-	205,000.00	4.750%	9,975.00	214,975.00
02/01/2024	-	-	-	-	-	5,106.25	5,106.25
08/01/2024	-	-	-	215,000.00	4.750%	5,106.25	220,106.25
Total	\$1,905,000.00	\$168,565.00	\$2,073,565.00	\$1,905,000.00	-	\$635,552.50	\$2,540,552.50

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	12/18/2013
Average Life.....	7.074 Years
Average Coupon.....	4.4784895%
Weighted Average Maturity (Par Basis).....	7.074 Years

Refunding Bond Information

Refunding Dated Date.....	12/18/2013
Refunding Delivery Date.....	12/18/2013

MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Paul P. Schnell, Chief of Police
DATE: October 7, 2013
SUBJECT: Approval of Resolution Supporting Police Department Policy Development

Introduction

The Maplewood Police Department is requesting City Council approval of a Resolution of support for the department to develop and implement a response policy addressing law enforcement officer and high-profile person domestic violence incidents.

Background

Since the 1970's, a concerted effort has been made to increase awareness and attention to the issue of domestic violence. Being among the most serious and insidious public safety issues in America, domestic and family violence will impact as many as one in four women.

The Maplewood Police Department has long regarded effective response to domestic/family violence a key departmental priority. With the ongoing implementation of a new policy and procedure manual, the Police Department is redoubling current efforts, including:

- Increased domestic violence response training for police officers.
- Strengthening of our partnership with Tubman Center's domestic violence advocacy service.
- Full utilization of the County-wide domestic violence lethality assessment tool.
- Professional leadership through the adoption of an explicit policy regarding domestic violence by police officers and high-profile persons/public figures.

The establishment of an explicit policy is recommended by the International Association of Chiefs of Police as a "best practice." While Maplewood has not had any known issues of inappropriate or incomplete responses to domestic violence involving a police officer or high-profile person, the establishment of such a policy is an explicit statement of priority and community standard. In addition, an "officer-involved/high-profile person" policy provides clear direction to our police officers and police supervisors who might have the occasion to respond to such an incident.

The Police Department is requesting that the City Council approve the attached Resolution, which supports the Maplewood Police Department's effort to develop and implement policies pertaining to police officer-perpetrated domestic violence and response protocols for domestic violence involving public figures and further direct that the Maplewood Police Department continue all efforts toward implementing effective and efficient strategies to prevent and intervene in incidents of domestic and family violence.

Budget Impact

None.

Recommendation

Approve the Resolution in support of Police Department policy development regarding response to domestic violence incidents involving law enforcement officers and/or high-profile persons.

Attachments

1. Resolution Supporting Police Department Policy Development

**CITY OF MAPLEWOOD
RAMSEY COUNTY, MINNESOTA**

RESOLUTION

**A RESOLUTION OF SUPPORT FOR THE ESTABLISHMENT AND
IMPLEMENTATION OF MAPLEWOOD POLICE DEPARTMENT POLICIES
PERTAINING TO POLICE OFFICER-PERPETRATED DOMESTIC VIOLENCE AND
POLICE RESPONSE TO DOMESTIC VIOLENCE BY PUBLIC FIGURES**

WHEREAS, October is national Domestic Violence Awareness Month; and

WHEREAS, law enforcement has played a key role in the overall criminal justice system's improvements to effectively respond to domestic violence; and

WHEREAS, the challenge posed by domestic violence to law enforcement agencies becomes even greater when police officers and other criminal justice system professionals are implicated; and

WHEREAS, consistency in the response to domestic violence regardless of community status, profile, or background is a matter of public trust and leadership; and

WHEREAS, the International Association of Chiefs of Police prepared model "best practices" policies for consideration by local units of government that make an affirmative statement that domestic violence will not be tolerated;

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

1. That we support the Maplewood Police Department's effort to develop and implement policies pertaining to police officer-perpetrated domestic violence and response protocols for domestic violence involving public figures; and
2. Direct that the Maplewood Police Department continue all efforts toward implementing effective and efficient strategies to prevent and intervene in incidents of domestic and family violence.

Adopted this 14th day of October 2013,

Will Rossbach, Mayor

Attest:

Karen Guilfoile, City Clerk

MEMORANDUM

TO: City Council
FROM: Charles Ahl, City Manager
DATE: October 9, 2013
SUBJECT: Council Meeting Calendar Report

Introduction/Background

This item is informational and intended to provide the Council an indication on the current planning for upcoming agenda items and the Work Session schedule. These are not official announcement of the meetings, but a snapshot look at the upcoming meetings for the City Council to plan their calendars. No action is required.

Upcoming Events

1. Election Day – November 5th

Upcoming Agenda Items & Work Session Schedule

1. Administrative Enforcement Process – October 28
2. Roseville Superintendant Presentation – October 28
3. Commission Interviews – October 28
4. Update on Council Goals – October 28
5. Budget Priority and Use of 2.0% Levy - October 28
6. Cancelled Workshop – November 4th
7. November 11 Workshop and Meeting Rescheduled due to Veterans Day – November 14
8. Discussion on Condemnation of Property – November 14th
9. EDA Plan – November 14th

Budget Impact

None

Recommendation

No action required.

MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: October 9, 2013
SUBJECT: Cancellation of the November 4, 2013 Council Manager Workshop

Summary

Currently, staff does not have any time sensitive matters that would call for the need of a Council Manager Workshop on Monday, November 4, 2013.

Recommendation

Staff recommends the cancellation of the Council Manager Workshop on November 4, 2013.