

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, May 11, 2015
City Hall, Council Chambers
Meeting No. 09-15

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Mayor's Address on Protocol:

“Welcome to the meeting of the Maplewood City Council. It is our desire to keep all discussions civil as we work through difficult issues tonight. If you are here for a Public Hearing or to address the City Council, please familiarize yourself with the Policies and Procedures and Rules of Civility, which are located near the entrance. Before addressing the council, sign in with the City Clerk. At the podium please state your name and address clearly for the record. All comments/questions shall be posed to the Mayor and Council. The Mayor will then direct staff, as appropriate, to answer questions or respond to comments.”

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of April 27, 2015 City Council Workshop Minutes
2. Approval of April 27, 2015 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Approval of Resolution Recognizing National Public Works Week: May 17-23, 2015

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 2015 General Fund Transfers
3. Approval to Update Cooperative Purchasing Sources in Purchasing Policy
4. Approval to Purchase Park Maintenance Multi-Purpose Machine
5. Resolution Approving No Parking Restrictions on Larpenteur Avenue (Arkwright to Parkway Drive)
6. Approval of Work Order Agreement 45B, Gladstone Improvements Phase 2, City Project 14-01
7. Approval of First Amendment to the Joint Powers Agreement with the City of Mahtomedi for Beach Operations
8. Approval to Adjust Contract Amount with Metro Sound and Lighting Inc. for MCC Sound Improvements in Banquet Room
9. Approval of a Temporary Lawful Gambling - Local Permit and Waiver of Permit Fees for the St. Paul East Parks Lions Club, 2020 White Bear Avenue
10. Approval of Clarification to Carey Communications Consulting Contract

H. PUBLIC HEARINGS

None

I. UNFINISHED BUSINESS

1. Approval of Second Reading of Ordinance Amending Chapter 14, Article XVIII Relating to the Sale of Tobacco-Related Products

J. NEW BUSINESS

1. Acceptance of Comprehensive Annual Financial Report – 2014 (Annual Audit)
2. Preliminary Approval for Issuance of Bonds

K. AWARD OF BIDS

1. County Road B Trail and Safety Improvements, City Project 14-02
 - a. Approval of Resolution Receiving Bids and Awarding Construction Contract
 - b. Approval of Work Order Agreement 12B

L. VISITOR PRESENTATIONS – All presentations have a limit of 3 minutes.

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update

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 651.249.2000 to make arrangements. Assisted Listening Devices are also available. Please check with the City Clerk for availability.

RULES OF CIVILITY FOR OUR COMMUNITY

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

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, April 27, 2015
Council Chambers, City Hall
Meeting No. 08-15

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:12 p.m. by Mayor Slawik.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Nora Slawik, Mayor	Present
Marylee Abrams, Councilmember	Present
Robert Cardinal, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present

D. APPROVAL OF AGENDA

Councilmember Abrams moved to agenda item J1 under New Business be moved to be heard after the Consent Agenda.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

The following items were added to the agenda:

- N1 City Clean Up
- N2 Organ Donations
- N3 Heart Safe City
- N4 Cable Commission
- N5 MCC Family Expo
- N6 Crumbling Roads
- N7 Gun Range
- N8 May 10th
- N9 Teachers
- N10 Highway 35E & Highway 61 Closing
- N11 Rush Line Time Line

Councilmember Abrams moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES**1. Approval of April 13, 2015 City Council Workshop Minutes**

Councilmember Abrams moved to approve the April 13, 2015 City Council Workshop Minutes as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Approval of April 13, 2015 City Council Meeting Minutes

Councilmember Juenemann noted that Mark Bradley needed to be added under Visitor Presentation and agenda item N3, on the second line an “s” needs to be added to “organ donor”. Staff reviewed the recording from the April 13th meeting and noted that Mark Bradley spoke during agenda item J2 and not Visitor Presentation.

Councilmember Juenemann moved to approve the April 13, 2015 City Council Meeting Minutes as amended.

Seconded by Councilmember Abrams Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS**1. Approval of Proclamation Recognizing National Police Memorial Week 2015**

Police Chief Schnell gave the staff report and Mayor Slawik read the proclamation.

Councilmember Cardinal moved to approve the Proclamation Recognizing National Police Memorial Week 2015.

Proclamation
Proclamation Recognizing National Police Week 2015

A Maplewood City Council proclamation to recognize National Police Week 2015 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the 52 dedicated sworn officers of the MAPLEWOOD POLICE DEPARTMENT;

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

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

Department;

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

WHEREAS, 273 names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 117 officers killed in 2014 and 156 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 27th Annual Candlelight Vigil, on the evening of May 13, 2015;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the MINNESOTA LAW ENFORCEMENT MEMORIAL ASSOCIATION'S Annual Candlelight Vigil, on the evening of May 15, 2015;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year from May 10-16;

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

WHEREAS, the service and sacrifice of RAMSEY COUNTY SUBURBAN LAW ENFORCEMENT officers killed in the line of duty will be honored during the SUBURBAN RAMSEY COUNTY LAW ENFORCEMENT MEMORIAL CEREMONY, on May 11, 2015;

NOW, THEREFORE, BE IT RESOLVED that the MAPLEWOOD CITY COUNCIL formally designates May 10-16, 2015, as Police Week in the CITY OF MAPLEWOOD, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

- 2. Commission & Board Appointments and Reappointments**
 - a) Approval of Resolution for Appointments**
 - b) Approval of Resolution for Reappointments**

City Manager Coleman gave the staff report.

Councilmember Juenemann moved to approve the resolution to appointment candidates to commissions.

Resolution 15-4-1192

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

Hereby appoints the following individuals, who have interviewed with the Maplewood

City Council, to serve on the following commissions:

Human Rights Commission

Sokunthea Soeun, term expires April 30, 2018

Amy Stedman, term expires April 30, 2016

Planning Commission

Frederick M. Dahm, term expires December 31, 2017

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

Councilmember Koppen moved to approve the resolution to reappointment commissioners to commissions.

Resolution 15-4-1193

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

Hereby appoints the following individuals, who the Maplewood City Council has reviewed, to serve on the following commissions:

Community Design Review Board

Bill Kempe, term expires 4/30/2018

Jason Lamers, term expires 4/30/2018

Heritage Preservation Commission

Peter Boulay, term expires 4/30/2018

Human Rights Commission

Annistacia Belladonna-Carrera, term expires 4/30/2018

Elizabeth "Marie" Garza, term expires 4/30/2018

And, hereby appoints Matthew Prom, who the Maplewood City Council has reviewed, to extend his term on the Park & Recreation Commission until such time as his seat is filled.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

G. CONSENT AGENDA

Councilmember Cardinal requested items G7 and G8 be highlighted.

Councilmember Juenemann moved to approve consent agenda items G1-G8.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

\$ 156,390.06	Checks # 94854 thru # 94891 dated 04/14/15
\$ 376,344.88	Disbursements via debits to checking account dated 04/06/15 thru 04/10/15
\$ 220,313.93	Checks #94893 thru #94940 dated 04/15/15 thru 04/21/15
\$ 519,288.19	Disbursements via debits to checking account dated 04/13/15 thru 04/17/15
<hr/>	
\$ 1,272,337.06	Total Accounts Payable

PAYROLL

\$ 547,553.93	Payroll Checks and Direct Deposits dated 04/10/15
\$ 640.00	Payroll Deduction check # 9994520 thru #9994521 dated 04/10/15
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\$ 548,193.93	Total Payroll
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\$ 1,820,530.99	GRAND TOTAL

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. Approval of a Resolution Identifying the Support for TBRA Funding and Authorizing an Application for Grant Funds – Villages at Frost-English, 1955 English Street

Councilmember Juenemann moved to approve the Resolution Identifying the Support for TBRA Funding and Authorizing an Application for Grant Funds – Villages at Frost-English, 1955 English Street.

Resolution 15-4-1194
Authorizing Application for the Tax Base Revitalization Account

WHEREAS the City of Maplewood is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2015 as determined by the Metropolitan Council, and is therefore eligible to make application apply for funds under the Tax Base Revitalization Account; and

WHEREAS the City has identified a contamination cleanup project within the City that meet the Tax Base Revitalization Account's purposes and criteria and are consistent with and promote the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS the City has the institutional, managerial and financial capability to ensure adequate project and grant administration; and

WHEREAS the City certifies that it will comply with all applicable laws and regulations as stated in the contract grant agreements; and

WHEREAS the City finds that the required contamination cleanup will not occur through private or other public investment within the reasonably foreseeable future without Tax Base Revitalization Account grant funding; and

WHEREAS the City represents that it has undertaken reasonable and good faith efforts to procure funding for the activities for which Livable Communities Act Tax Base Revitalization Account funding is sought but was not able to find or secure from other sources funding that is necessary for cleanup completion and states that this representation is based on the following reasons and supporting facts:

1. Finds that it is in the best interests of the City's development goals and priorities for the proposed project to occur at this particular site and at this particular time.
2. Finds that the project components for which Livable Communities Act Tax Base Revitalization Account funding is sought will not occur solely through private or other public investment within the reasonably foreseeable future.

NOW THEREFORE BE IT RESOLVED that, the City Council of Maplewood authorizes Maplewood Acquisition LLC to submit an application for Metropolitan Council Tax Base Revitalization Account grant funds and, if the City is awarded a Tax Base Revitalization Account grant for this project, the City will be the grantee and agrees to act as legal sponsor to administer and be responsible for grant funds expended for the project contained in the Tax Base Revitalization grant application submitted on May 1, 2015.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

3. Approval of a Resolution Identifying the Support of Sherman Associates' Ramsey County Environmental Response Fund Application for Grant Funds – Villages at Frost-English, 1955 English Street

Councilmember Juenemann moved to approve Resolution Identifying the Support of Sherman Associates' Ramsey County Environmental Response Fund Application for Grant Funds – Villages at Frost-English, 1955 English Street.

Resolution 15-4-1195

Support of an Environmental Response Fund Grant Application

6. Approval of Resolution for 2015 Pay Rates for Temporary/Seasonal and Casual Part-Time Employees

Councilmember Juenemann moved to approve the Resolution for 2015 Pay Rates for Temporary/Seasonal and Casual Part-Time Employees.

Resolution 15-4-1197

WHEREAS, according to the Minnesota Public Employees Labor Relations act, part-time employees who do not work more than 14 hour per week and temporary/seasonal employees who work in positions that do not exceed 67 days in a calendar year, or 100 days for full-time students, are not defined as public employees and are therefore not eligible for membership in a public employee union.

NOW, THEREFORE, BE IT RESOLVED, that the following pay ranges and job classifications are hereby established for temporary/seasonal, casual part-time employees effective January 1, 2015 upon Council approval.

Accountant	\$10.00-30.00	per hour
Accounting Technician	\$9.00-22.00	per hour
Administrative Assistant	\$9.00-23.00	per hour
Background Investigator	\$25.00-35.00	per hour
Building Inspector	\$14.00-35.00	per hour
Building Attendant	\$8.00-15.00	per hour
Customer Service Assistant	\$8.00-15.00	per hour
CSO	\$14.50-19.50	per hour
Data Entry Operator	\$8.00-12.00	per hour
Election Judge	\$8.00-12.00	per hour
Election Judge - Assistant Chair	\$9.00-15.00	per hour
Election Precinct Chair	\$9.00-16.00	per hour
Engineering Aide	\$8.00-16.00	per hour
Engineering Technician	\$10.00-16.00	per hour
Fire Maintenance/Engineer **	\$15.00	per hour
Firefighter-in-Training (new hire) **	\$10.72	per hour
Firefighter/EMT **	\$12.86	per hour
Firefighter/Paramedic **	\$13.93	per hour
Firefighter/EMT Captain **	\$15.00	per hour
Firefighter/Paramedic Captain **	\$16.08	per hour
Battalion Chief **	\$17.15	per hour
Gardener	\$8.00-18.00	per hour
Intern	\$8.00-20.00	per hour
IT Technician	\$15.00-20.00	per hour
Laborer	\$8.00-14.00	per hour
Lifeguard	\$8.00-14.00	per hour
Manager-on-Duty Differential	\$1.00	per hour
Office Specialist	\$8.50-18.00	per hour
Receptionist	\$8.00-16.00	per hour
Recreation Instructor/Leader	\$8.00-32.00	per hour
Recreation Official	\$8.00-30.00	per hour
Recreation Worker	\$8.00-18.00	per hour
Theater Technician	\$20.00-30.00	per hour
Vehicle Technician	\$9.00-15.00	per hour
Video Coordinator*	\$11.00-19.00	per hour
Video Technician*	\$10.00-18.00	per hour

permanent recreational trail easement over the property located at 1160 Frost Avenue, Parcel ID No. 162922420112, and

WHEREAS, the property located at 1160 Frost Avenue was tax-forfeited years ago and is currently owned by Ramsey County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that the City of Maplewood requests the Ramsey County Board to grant and dedicate a permanent recreational trail easement over the northerly 15.00 feet of the property located at 1160 Frost Avenue.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

Agenda item J1 was moved to be heard after the consent agenda.

H. PUBLIC HEARING

1. **Approval of First Reading of Ordinance Amending Chapter 14, Article XVIII Relating to the Sale of Tobacco-Related Products**

City Clerk/Citizen Services Director Haag gave the staff report. Katie Engman, Program Director of the North Suburban Tobacco Compliance Check Project and the Ramsey Tobacco Coalition addressed the council to give additional information and answered questions of the council.

Mayor Slawik opened the public hearing. The following people spoke.

1. Steve Rush, Maplewood Business
2. Anan Barbarowi, Maplewood Business
3. Susan Sindt, Maplewood Resident and Maplewood Business
4. Eustacia Ikeri, Maplewood Resident
5. Michelle Tesser, Maplewood Resident
6. Cecily Fowler speaking on behalf of Marri Smith, Maplewood Resident

Mayor Slawik closed the public hearing.

Councilmember Juenemann moved to approve the First Reading of the City Code Ordinance Amending Chapter 14, Article XVIII relating to the Sale of Tobacco-Related Products.

Seconded by Mayor Slawik

Ayes – Mayor Slawik, Council Members
Abrams, Juenemann
Abstain – Councilmember Koppen
Nays – Councilmember Cardinal

The motion passed.

Financing Plan Therefor

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

1. **Public Hearing.** This Council shall meet on Tuesday, May 26, 2015, at approximately 7:00 p.m., to hold a public hearing on the following matters: (a) the proposed adoption of a Modification to the Development Program for Development District No. 1, (b) the proposed establishment of Tax Increment Financing (Redevelopment) District No. 1-13 therein, and (c) the proposed adoption of a Tax Increment Financing Plan therefor, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, both inclusive, as amended and Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive, as amended (collectively, the "Act").

2. **Notice of Hearing; Program Modification and Plan.** The City Manager is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the proposed Modification to the Development Program and Tax Increment Financing Plan on file in the Manager's Office at City Hall and to make such copies available for inspection by the public.

3. **Consultation with Other Taxing Jurisdictions.** The City Manager is hereby directed to mail a notice of the public hearing and a copy of the Tax Increment Financing Plan to Ramsey County and Independent School District No. 622 informing those taxing jurisdictions of the estimated fiscal and economic impact of the establishment of the proposed tax increment financing district.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

K. **AWARD OF BIDS**

1. East Metro Public Safety Training Center, City Project 09-09, Approval of Resolution Awarding Contract for Completion of Burn Room Thermal Liner

City Engineer/Public Works Director Thompson gave the staff report. Fire Chief Lukin gave additional information.

Councilmember Cardinal moved to approve the resolution awarding a contract to Janhke & Sons Construction, Inc. (DBA WHP Trainingtowers) in the amount of \$108,553 for completion of the Burn Room Thermal Liner systems as part of the East Metro Public Safety Training Center, City Project 09-09.

Resolution 15-4-1200
Awarding Contract

WHEREAS, WHP Trainingtowers submitted bid pricing for additional liner material necessary to accommodate the commercial wing of the burn tower for the East Metro Public Safety Training Center, and

WHEREAS, during the initial bidding process for the liner in the burn building (as part of an earlier phase), only one contractor responded to the request for a calcium silicate based liner system. WHP Trainingtowers was that contractor and they were able to fully meet the requirements of the specifications, and

WHEREAS, during the original bidding process for the liner in the burn building, the member departments had the option to select two different liner types (different strength and temperature ratings), one for the gas burn prop areas and one for the Class A burn areas. The departments chose to use a single system instead of two different strength/temperature ratings, in part to avoid the potential for members replacing damaged panels with the wrong temperature rating in a given area. In addition, the single type allows consistency with a full 15-year warranty on the liner throughout the facility, and

WHEREAS, the facility needs to maintain excess liner material on hand and be able to maintain the system with staff from the member departments. Having a single system is critical for having consistency in replacement of damaged panels when considering there are multiple departments who are members of the facility and who may be completing maintenance on the liner panels, and

WHEREAS, the mounting hardware is part of a system and is unique to each manufacture's product. When damaged panels need to be replaced, the panels need to be the same material to maintain the integrity of the system and the 15-year warranty provided by the manufacturer, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that Jahnke & Sons Construction (DBA WHP Trainingtowers) is the sole source manufacturer and installer of the thermal liner system used at the East Metro Public Safety Training Center for the 2015 Burn Room Thermal Liner project – City Project 09-09, and the mayor and city manager are hereby authorized and directed to enter into a contract with said contractor for and on behalf of the city in the amount of \$108,553.00.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Resolution Receiving Bids and Awarding Construction Contract, Gladstone Improvements Phase 2, City Project 14-01

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

Councilmember Juenemann moved to approve the resolution receiving Bids and Awarding Construction Contract, Gladstone Improvements Phase 2, City Project 14-01 to Park Construction Company in the amount of \$2,383,293.60.

Resolution 15-4-1201
Receiving Bids and Awarding Construction Contract

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Park Construction Company for the Base Bid + Bid Alternate 3 in the amount of \$2,383,293.60 is the lowest responsible bid for the construction of Gladstone Improvements Phase 2, City Project 14-01, and the mayor and city manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

The finance director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project as shown below.

<u>Funding Source</u>	<u>Amount</u>
Metropolitan Council Grant (LCDA)	\$ 900,000
Ramsey County CDB Grant	\$ 250,000
MCES I&I Grant	\$ 25,000
Sanitary Sewer Fund	\$ 121,500
Environmental Utility Fund	\$ 285,000
St. Paul WAC Fund	\$ 109,500
Park Development Fund	\$ 235,000
Street Light Utility Fund	\$ 564,000
Developer Contributions	\$ 155,000
T.I.F.	\$ 351,000
Street Construction Bonds	\$ 429,000
Total	\$3,425,000

Seconded by Councilmember Koppen Ayes – All

The motion passed.

L. VISITOR PRESENTATION

- 1. Mark Bradley, Maplewood Resident

M. ADMINISTRATIVE PRESENTATIONS

- 1. **Council Calendar Update**

City Manager Coleman gave an update to the council calendar.

N. COUNCIL PRESENTATIONS

- 1. **City Clean Up**

Councilmember Juenemann thanked staff and residents that took part in the Annual Spring Clean Up Day, Earth Day and the All Parks Clean Up. She then encouraged residents to pick up items that have blown in the front of their yards. Councilmember Abrams commented that the Annual Spring Clean Up was a great event.

2. Organ Donations

Councilmember Juenemann reported that April is Organ Donation Month and encouraged everyone to check the organ donor box on their driver's license application; or they can go online and check the various organizations that solicit for organs to be donated.

3. Heart Safe City

Councilmember Abrams reported on the Heart Safe City Project and requested the council participate in CPR training and learn how to use AEDs.

4. Cable Commission

Councilmember Abrams gave an update to the Cable Commission indicating that the Comcast and Time Warner agreement is not moving forward. Abrams also stated that Century Link has a new product called Prism and is interested in becoming a provider in the City of Maplewood.

5. MCC Family Expo

Councilmember Abrams reported that the Family Event at the Maplewood Community Center was a wonderful event with a lot of Maplewood families participating.

6. Crumbling Roads

Councilmember Cardinal reported on the crumbling road issue and that the comments from Engage Maplewood were not spectacular. Residents were encouraged to give comments on the proposed franchise fee that will be used to help fix the roads.

7. Gun Range

Councilmember Cardinal reported on the issue with the gun range located in Maplewood and requested that City Manager Coleman place it on a future city council meeting agenda. Police Chief Schnell provided additional information on long term solutions for the gun range.

8. May 10

Councilmember Cardinal read a note honoring mothers for Mother's Day on May 10th.

9. Teachers

Councilmember Cardinal reported that Stephen Dombrosk, teacher at North High School and a Maplewood resident, Amy Hewett-Olatunde, at teacher at LEAP High School are amongst the ten finalists for teacher of the year in Minnesota.

10. Highway 35E & Highway 61 Closings

Councilmember Cardinal requested City Engineer/Public Works Director Thompson give an update on the Highway 35E and Highway 61 closings. City Engineer/Public Works

Director Thompson informed the council and residents that the information on road closing can be found on Public Works Twitter page at maplewoodpw.

11. Rush Line Time Line

Mayor Slawik reported on the time line for the Rush Line and that the meetings are now on cable. She also informed everyone that there will also be neighborhood meetings and encourage council members to attend the meetings.

O. ADJOURNMENT

Mayor Slawik adjourned the meeting at 9:44 p.m.

DRAFT

MEMORANDUM

TO: Melinda Coleman, City Manager

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

DATE: April 30, 2015

SUBJECT: Approval of Resolution Recognizing National Public Works Week:
May 17-23, 2015

Introduction

The council will consider adopting a resolution recognizing National Public Works Week for the week of May 17-23, 2015.

Background

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

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

The dedicated group of Maplewood public works servants is as follows:

<u>NAME</u>	<u>YEARS OF SERVICE IN PUBLIC WORKS</u>
ADAMS, DAVE	7
BRINK, TROY	14
BUCKLEY, BRENT	9
BURLINGAME, NATE	8
CHRISTENSON, SCOTT	8
CORTESI, LU	3
DEBILZAN, TOM	16
DUCHARME, JOHN	26
EDGE, DOUG	21
ENGSTROM, ANDY	12
HAAG, MARK	15
HAMRE, MILES	4
HAYS, TAMARA	4
HINNENKAMP, GARY	22
JAHN, DAVID	28
JAROSCH, JON	10
JONES, DON	16

LINDBLOM, RANDY	27
LOVE, STEVE	7
MEISSNER, BRENT	7
NAGEL, BRYAN	27
NAUGHTON, JOHN	14
NORDQUIST, RICHARD	21
ORE, JORDAN	4
OSWALD, ERICK	28
PRIEM, STEVEN	19
RUIZ, RICARDO	4
RUNNING, BOB	10
SCHULTZ, SCOTT	17
SINDT, ANDREA	2
TEVLIN, TODD	14
THOMPSON, MICHAEL	10
WILBER, JEFF	3
WOEHRLE, MATT	10
XIONG, BOON	2

Budget Impact

There is no cost or budget impact from this approval.

Recommendation

It is recommended that the City Council adopt the attached resolution recognizing National Public Works Week: May 17-23, 2015.

Attachment

1. Resolution

**CITY OF MAPLEWOOD
RESOLUTION RECOGNIZING
PUBLIC WORKS WEEK
May 17 - 23, 2015**

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

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

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

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now, therefore, the City Council does hereby proclaim the week of May 17-23 as **National Public Works Week** in the City of Maplewood, Minnesota and do hereby call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Approved by the Maplewood City Council this 11th day of May 2015.

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: May 5, 2015
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:

\$ 550,380.74	Checks # 94941 thru # 94958 dated 04/23/15 thru 04/28/15
\$ 315,672.69	Disbursements via debits to checking account dated 04/20/15 thru 04/24/15
\$ 59,047.81	Checks #94986 thru #95018 dated 04/27/15 thru 05/05/15
\$ 519,277.63	Disbursements via debits to checking account dated 04/27/15 thru 05/01/15
<u>\$ 1,444,378.87</u>	Total Accounts Payable

PAYROLL

\$ 523,955.66	Payroll Checks and Direct Deposits dated 04/24/15
\$ 999.75	Payroll Deduction check # 9994536 thru #9994538 dated 04/24/15
<u>\$ 524,955.41</u>	Total Payroll
<u><u>\$ 1,969,334.28</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

04/24/2015

Check	Date	Vendor	Description	Amount	
94941	04/23/2015	03628	JOHN CAPISTRANT	PAYROLL - HRS FOR 3/21 - 4/3	449.41
94942	04/23/2015	04383	JACOB CAPISTRANT	PAYROLL - HRS FOR 4/4 - 4/17	442.58
94943	04/28/2015	00064	MARK ALDRIDGE	SECURITY OFFICER FOR MCC 4-19	140.00
94944	04/28/2015	04137	THE EDGE MARTIAL ARTS	KARATE INSTRUCTION JAN-APR	1,928.88
94945	04/28/2015	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - MARCH	374.10
94946	04/28/2015	04206	H A KANTRUD	ATTORNEY SERVICES - MAY	8,000.00
94947	04/28/2015	05516	TAMMI HAYS	REIMB FOR SAFETY SHOES 3/26	199.00
94948	04/28/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 12-14 PROF SRVS THRU 03/31	2,320.07
	04/28/2015	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 14-01 PROF SRVS THRU 3/31	1,801.65
94949	04/28/2015	00985	METROPOLITAN COUNCIL	WASTEWATER - MAY	245,317.42
94950	04/28/2015	02617	ALESIA METRY	SECURITY OFFICER FOR MCC 4-25	245.00
94951	04/28/2015	05513	MARIA MULVIHILL	REIMB FOR MEALS,TAXI,LUGGAGE	236.13
94952	04/28/2015	05345	PARKER OLDING	SECURITY OFFICER FOR MCC 4-11	245.00
94953	04/28/2015	01819	PAETEC	LOCAL PHONE SERVICE 03/15 - 04/14	715.36
94954	04/28/2015	01941	PATRICK TROPHIES	AWARDS FOR BASKETBALL PROGRAMS	1,445.88
	04/28/2015	01941	PATRICK TROPHIES	AWARDS FOR BASKETBALL PROGRAMS	153.30
94955	04/28/2015	05488	SUN LIFE FINANCIAL	PREMIUM - LIFE,LTD,STD - APRIL	7,451.00
94956	04/28/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	4,332.63
	04/28/2015	01190	XCEL ENERGY	ELECTRIC UTILITY	3,229.90
	04/28/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	391.25
	04/28/2015	01190	XCEL ENERGY	FIRE SIRENS	51.82
94957	04/28/2015	01803	ZARNOTH BRUSH WORKS, INC.	PARTS FOR STREET SWEEPERS	3,662.80
94958	04/28/2015	03860	ABSOLUTE ATM	GENMEGA 2500 SERIES ATM MACHINE	1,385.00
94959	04/28/2015	03453	MYRON BJORNSTAD	ESCROW RELEASE 2074 EDGERTON ST	303.53
94960	04/28/2015	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - CITY HALL	110.80
	04/28/2015	05369	CINTAS CORPORATION #470	CLEANING SUPPLIES - PARK MAINT	50.16
94961	04/28/2015	02263	HILLCREST ANIMAL HOSPITAL PA	BOARDING & DESTRUCTION FEES-MARCH	576.50
94962	04/28/2015	00942	MARSDEN BLDG MAINTENANCE CO	JANITORIAL SERVICES - APRIL	2,776.00
94963	04/28/2015	03818	MEDICA	MONTHLY PREMIUM - MAY	164,392.35
94964	04/28/2015	03886	MN SECRETARY OF STATE - NOTARY	NOTARY APPLICATION - ANDREA SINDT	120.00
94965	04/28/2015	01089	MN UC FUND	QTR UNEMPLOYMENT - 1ST QTR	3,626.34
94966	04/28/2015	05200	MN VOLLEYBALL HEADQUARTERS	EDGERTON VBALL CLINIC	330.00
94967	04/28/2015	05496	KAREN OLSON	LEADERSHIP CONSULTING/COACHING	300.00
94968	04/28/2015	00001	ONE TIME VENDOR	REFUND J LEDUC FOR TRANS MEDIC	524.00
94969	04/28/2015	00001	ONE TIME VENDOR	REFUND WINDOW STORE PERMIT	121.00
94970	04/28/2015	00001	ONE TIME VENDOR	REFUND R PETSCHER FOR TRANS MEDIC	92.17
94971	04/28/2015	00001	ONE TIME VENDOR	REFUND N HALLINAN FOR TRANS MEDIC	89.02
94972	04/28/2015	00001	ONE TIME VENDOR	REFUND F MORELLI FOR TRANS MEDIC	86.30
94973	04/28/2015	00001	ONE TIME VENDOR	REFUND H CARLSON FOR TRANS MEDIC	85.35
94974	04/28/2015	00001	ONE TIME VENDOR	REFUND H MUNSON JR TRANS MEDIC	75.36
94975	04/28/2015	00001	ONE TIME VENDOR	REFUND K TRANTOW TRANS MEDIC	75.28
94976	04/28/2015	00001	ONE TIME VENDOR	REFUND S NICHOLS HP BENEFIT	20.00
94977	04/28/2015	00001	ONE TIME VENDOR	REFUND S WEGLEITNER BCBS BENEFIT	20.00
94978	04/28/2015	02008	RAMSEY COUNTY PUBLIC WORKS	SALT BRINE	70.20
94979	04/28/2015	02001	CITY OF ROSEVILLE	PHONE SERVICE - MARCH	2,757.70
94980	04/28/2015	01565	SWEEPER SERVICES	PARTS STREET SWEEPERS 714 & 703	1,634.70
94981	04/28/2015	05342	TERRA GENERAL CONTRACTORS	PROJ 09-09 EMPSTC PMT#7	85,360.23
94982	04/28/2015	03598	PAUL THEISEN	REIMB- MEALS/GAS FOR DRIVE TRAINING	151.34
94983	04/28/2015	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING	100.00
	04/28/2015	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING	70.00
	04/28/2015	01669	TWIN CITIES TRANSPORT &	FORFEITED VEHICLE TOWING	70.00
	04/28/2015	01669	TWIN CITIES TRANSPORT &	VEHICLE TOWING	70.00
94984	04/28/2015	01698	GREATER TWIN CITIES UNITED WAY	1ST QTR PMT 2015	184.98
94985	04/28/2015	05013	YALE MECHANICAL LLC	HVAC MAINTENANCE - CITY HALL	728.75
	04/28/2015	05013	YALE MECHANICAL LLC	HVAC MAINTENANCE - FIRE STATION 3	252.75

G1, Attachments

04/28/2015	05013	YALE MECHANICAL LLC	HVAC MAINTENANCE - FIRE STATION 2	252.75
04/28/2015	05013	YALE MECHANICAL LLC	HVAC MAINTENANCE - PARK MAINT	248.75
04/28/2015	05013	YALE MECHANICAL LLC	HVAC MAINTENANCE - NATURE CTR	136.25
				<u>550.380.74</u>

45 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
4/20/2015	MN State Treasurer	Drivers License/Deputy Registrar	24,648.12
4/21/2015	MN State Treasurer	Drivers License/Deputy Registrar	46,246.62
4/22/2015	MN State Treasurer	Drivers License/Deputy Registrar	42,528.50
4/23/2015	MN State Treasurer	Drivers License/Deputy Registrar	60,619.07
4/24/2015	MN State Treasurer	Drivers License/Deputy Registrar	43,538.76
4/24/2015	MN Dept of Natural Resources	DNR electronic licenses	1,937.50
4/24/2015	US Bank VISA One Card*	Purchasing card items	47,182.71
4/21/2015	MN Dept of Revenue	Fuel Tax	441.47
4/20/2015	MN Dept of Revenue	Sales Tax	11,062.00
4/24/2015	Optum Health	DCRP & Flex plan payments	2,155.23
4/22/2015	Delta Dental	Dental Premium	1,821.71
4/24/2015	ICMA (Vantagepointe)	Deferred Compensation	4,057.00
4/24/2015	Voya - State Plan	Deferred Compensation	30,434.00

316,672.69

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
04/07/2015	04/09/2015	KEEPRS INC 2	\$385.30	CLINT ABEL
04/16/2015	04/17/2015	UNIFORMS UNLIMITED INC.	\$33.99	CLINT ABEL
04/10/2015	04/13/2015	UNIFORMS UNLIMITED INC.	\$62.97	MARK ALDRIDGE
04/04/2015	04/06/2015	DLX FOR BUSINESS	(\$11.71)	GAYLE BAUMAN
04/08/2015	04/10/2015	PAKOR, INC.	\$446.76	REGAN BEGGS
04/10/2015	04/13/2015	UNIFORMS UNLIMITED INC.	\$58.94	STANLEY BELDE
04/09/2015	04/10/2015	NOVELTY	\$152.35	OAKLEY BIESANZ
04/10/2015	04/13/2015	THE MULCH STORE	\$170.33	OAKLEY BIESANZ
04/15/2015	04/16/2015	TARGET 00000687	\$53.14	OAKLEY BIESANZ
04/15/2015	04/16/2015	BLUE RIBBON BAIT #1	\$16.04	OAKLEY BIESANZ
04/15/2015	04/16/2015	SUNRAY TRUE VALUE	\$7.37	OAKLEY BIESANZ
03/28/2015	04/08/2015	DUNKIN DONUTS.COM	(\$15.00)	NEIL BRENEMAN
04/06/2015	04/07/2015	FACEBOOK 7SD4H6SGN2	\$14.95	NEIL BRENEMAN
04/15/2015	04/16/2015	PLYMOUTH PLAYHOUSE-ECOMM	\$282.50	NEIL BRENEMAN
04/15/2015	04/16/2015	PLYMOUTH PLAYHOUSE-ECOMM	\$282.50	NEIL BRENEMAN
04/09/2015	04/10/2015	HENRIKSEN ACE HARDWARE	\$36.51	TROY BRINK
04/09/2015	04/10/2015	VIKING INDUSTRIAL CENTER	\$51.15	TROY BRINK
04/09/2015	04/13/2015	GARY CARLSON EQUIPMENT	\$312.62	TROY BRINK
04/09/2015	04/13/2015	SEARS ROEBUCK 1122	\$226.95	TROY BRINK
04/09/2015	04/13/2015	NAPA STORE 3279016	\$8.58	TROY BRINK
04/09/2015	04/13/2015	THE HOME DEPOT 2801	\$181.82	TROY BRINK
04/16/2015	04/17/2015	MENARDS MAPLEWOOD	\$9.39	TROY BRINK
04/13/2015	04/14/2015	MENARDS MAPLEWOOD	\$38.37	BRENT BUCKLEY
04/02/2015	04/06/2015	UPS (800) 811-1648	\$33.43	DANIEL BUSACK
04/08/2015	04/10/2015	SUSTEEN INC	\$699.00	DANIEL BUSACK
04/08/2015	04/10/2015	THE HOME DEPOT 2801	\$106.05	DANIEL BUSACK
04/10/2015	04/13/2015	NAPA STORE 3279016	\$48.99	JOHN CAPISTRANT
04/10/2015	04/13/2015	EMERGENCY AUTOMOTIVE	\$129.00	JOHN CAPISTRANT
04/03/2015	04/06/2015	STREICHER'S MPLS	(\$29.99)	JOHN CARNES
04/06/2015	04/07/2015	MENARDS OAKDALE	\$69.98	SCOTT CHRISTENSON
04/06/2015	04/08/2015	ELECTRIC MOTOR REPAIR INC	\$314.36	SCOTT CHRISTENSON
04/08/2015	04/09/2015	VIKING ELECTRIC-CREDIT DE	(\$10.75)	SCOTT CHRISTENSON
04/08/2015	04/09/2015	CUMMINS NPOWER LLC	\$165.06	SCOTT CHRISTENSON
04/08/2015	04/10/2015	G&K SERVICES AR	\$303.98	SCOTT CHRISTENSON
04/08/2015	04/10/2015	THE HOME DEPOT 2801	\$101.78	SCOTT CHRISTENSON
04/10/2015	04/13/2015	MINVALCO INC	\$970.46	SCOTT CHRISTENSON
04/15/2015	04/16/2015	VIKING ELECTRIC-CREDIT DE	\$389.25	SCOTT CHRISTENSON
04/16/2015	04/17/2015	CUB FOODS #1599	\$35.96	KERRY CROTTY
04/03/2015	04/06/2015	G&K SERVICES AR	\$27.16	CHARLES DEAVER
04/04/2015	04/06/2015	THE HOME DEPOT 2810	\$4.49	CHARLES DEAVER
04/07/2015	04/08/2015	FRATTALLONES WOODBURY AC	\$9.41	CHARLES DEAVER
04/07/2015	04/08/2015	HENRIKSEN ACE HARDWARE	\$33.60	CHARLES DEAVER
04/09/2015	04/10/2015	STATE SUPPLY	(\$8.07)	CHARLES DEAVER
04/10/2015	04/13/2015	FRATTALLONES WOODBURY AC	\$7.49	CHARLES DEAVER
04/16/2015	04/17/2015	DALCO ENTERPRISES, INC	\$27.54	CHARLES DEAVER
04/02/2015	04/06/2015	ADOLPH KIEFER AND ASSOCIA	\$433.80	TOM DOUGLASS
04/03/2015	04/06/2015	FASTENAL COMPANY01	\$216.18	TOM DOUGLASS
04/06/2015	04/07/2015	WW GRAINGER	\$131.14	TOM DOUGLASS
04/07/2015	04/08/2015	NUCO2	\$175.66	TOM DOUGLASS
04/07/2015	04/08/2015	NUCO2	\$185.26	TOM DOUGLASS
04/07/2015	04/08/2015	NUCO2	\$173.92	TOM DOUGLASS
04/07/2015	04/08/2015	NUCO2	\$205.00	TOM DOUGLASS
04/07/2015	04/08/2015	NUCO2	\$148.81	TOM DOUGLASS
04/07/2015	04/08/2015	NUCO2	\$188.16	TOM DOUGLASS
04/08/2015	04/09/2015	COMMERCIAL POOL & SPA SUP	\$454.40	TOM DOUGLASS

04/08/2015	04/10/2015	G&K SERVICES AR	\$426.28	TOM DOUGLASS
04/10/2015	04/13/2015	THE HOME DEPOT 2801	\$24.12	TOM DOUGLASS
04/09/2015	04/10/2015	PRICE CHOOPER WRISTBANDS	\$767.69	CHRISTINE EVANS
04/03/2015	04/06/2015	IN *BECKER FIRE & SAFETY	\$90.00	PAUL E EVERSON
04/16/2015	04/17/2015	TARGET 00011858	\$62.74	SHANN FINWALL
04/03/2015	04/06/2015	METRO SALES INC.	\$906.00	MYCHAL FOWLDS
04/07/2015	04/07/2015	SPRINT *WIRELESS	\$68.86	MYCHAL FOWLDS
04/08/2015	04/09/2015	IDU*INSIGHT PUBLIC SEC	\$1,182.86	MYCHAL FOWLDS
04/09/2015	04/10/2015	LINE 1 PARTNERS INC	\$650.04	MYCHAL FOWLDS
04/10/2015	04/13/2015	AT&T*BILL PAYMENT	\$37.00	MYCHAL FOWLDS
04/03/2015	04/06/2015	IDU*INSIGHT PUBLIC SEC	\$1,694.07	NICK FRANZEN
04/08/2015	04/08/2015	AMAZON MKTPLACE PMTS	\$27.98	NICK FRANZEN
04/09/2015	04/10/2015	IDU*INSIGHT PUBLIC SEC	\$571.60	NICK FRANZEN
04/10/2015	04/13/2015	HP DIRECT-PUBLICSECTOR	\$1,057.54	NICK FRANZEN
04/11/2015	04/13/2015	IDU*INSIGHT PUBLIC SEC	(\$344.17)	NICK FRANZEN
04/12/2015	04/13/2015	IDU*INSIGHT PUBLIC SEC	\$3,697.08	NICK FRANZEN
04/14/2015	04/15/2015	IDU*INSIGHT PUBLIC SEC	\$201.98	NICK FRANZEN
04/14/2015	04/15/2015	IDU*INSIGHT PUBLIC SEC	\$344.17	NICK FRANZEN
04/14/2015	04/15/2015	IDU*INSIGHT PUBLIC SEC	\$213.87	NICK FRANZEN
04/15/2015	04/16/2015	IDU*INSIGHT PUBLIC SEC	\$142.90	NICK FRANZEN
04/13/2015	04/14/2015	AM LEONARD	\$108.48	VIRGINIA GAYNOR
04/13/2015	04/15/2015	THE HOME DEPOT 2801	\$55.60	VIRGINIA GAYNOR
04/16/2015	04/17/2015	FEDEXOFFICE 00006171	\$53.37	CAROLE GERNES
04/03/2015	04/06/2015	JAKE'S MARKETPLACE INC	\$2.95	JAN GREW HAYMAN
04/03/2015	04/06/2015	JAKE'S MARKETPLACE INC	\$5.00	JAN GREW HAYMAN
04/09/2015	04/14/2015	PRAIRIE MOON	\$12.50	JAN GREW HAYMAN
04/14/2015	04/15/2015	MICHAELS STORES 5721	\$7.99	JAN GREW HAYMAN
04/14/2015	04/15/2015	HANCOCK FABRICS 1794	\$6.40	JAN GREW HAYMAN
04/07/2015	04/08/2015	VZWRLSS*APOCC VISN	\$97.45	KAREN HAAG
04/14/2015	04/16/2015	RED WING SHOE #729	\$195.49	MILES HAMRE
04/03/2015	04/06/2015	THE HOME DEPOT 2801	\$46.50	TAMARA HAYS
04/08/2015	04/09/2015	UNIFORMS UNLIMITED INC.	\$7.99	STEVEN HIEBERT
04/03/2015	04/06/2015	HENRIKSEN ACE HARDWARE	(\$3.50)	GARY HINNENKAMP
04/03/2015	04/06/2015	HENRIKSEN ACE HARDWARE	\$12.48	GARY HINNENKAMP
04/08/2015	04/09/2015	HEJNY RENTAL INC	\$79.38	GARY HINNENKAMP
04/09/2015	04/10/2015	TARGET 00011858	\$48.20	TIMOTHY HOFMEISTER
04/08/2015	04/09/2015	FIRST SHRED	\$13.00	RON HORWATH
04/16/2015	04/17/2015	ARC*SERVICES/TRAINING	\$27.00	RON HORWATH
04/09/2015	04/10/2015	PAWFECTIION	\$10.48	ANN HUTCHINSON
04/15/2015	04/16/2015	LAKESHORE LEARNING #41	\$104.69	ANN HUTCHINSON
04/04/2015	04/06/2015	DLX FOR BUSINESS	(\$11.00)	MARY JACKSON
04/02/2015	04/06/2015	THE HOME DEPOT 2801	\$88.91	DAVID JAHN
04/09/2015	04/13/2015	THE HOME DEPOT 2801	\$25.94	DAVID JAHN
04/09/2015	04/13/2015	HOMEDEPOT.COM	\$193.32	DAVID JAHN
04/10/2015	04/13/2015	DALCO ENTERPRISES, INC	\$849.17	DAVID JAHN
04/16/2015	04/17/2015	BATTERIES PLUS #31	\$16.71	AMANDA JASKOWIAK
04/09/2015	04/10/2015	JOHN DEERE LANDSCAPES530	\$18.90	KEVIN JOHNSON
04/15/2015	04/16/2015	JOHN DEERE LANDSCAPES530	\$105.44	DON JONES
04/09/2015	04/10/2015	ACT*GTS EDUCATIONAL EV	\$500.00	LOIS KNUTSON
04/10/2015	04/13/2015	FIRST SHRED	\$80.30	LOIS KNUTSON
04/13/2015	04/14/2015	CUB FOODS #1599	\$66.45	LOIS KNUTSON
04/14/2015	04/14/2015	PANERA BREAD #601305	\$17.43	LOIS KNUTSON
04/14/2015	04/14/2015	PANERA BREAD #601305	\$53.55	LOIS KNUTSON
04/15/2015	04/16/2015	FREDPRYOR CAREERTRACK	\$99.00	LOIS KNUTSON
04/07/2015	04/09/2015	FSMN/MENUETTA	\$1,531.62	JASON KREGER
04/08/2015	04/10/2015	GARMIN INTERNATIONAL	\$509.94	JASON KREGER

04/10/2015	04/13/2015	MOTION COMPUTING INC	\$159.00	JASON KREGER
04/16/2015	04/16/2015	WWW.NEWEGG.COM	\$80.85	JASON KREGER
04/16/2015	04/16/2015	WWW.NEWEGG.COM	\$79.00	JASON KREGER
04/16/2015	04/17/2015	BEST BUY MHT 00000109	\$58.91	JASON KREGER
04/03/2015	04/06/2015	SCHULER SHOES	\$329.90	DAVID KVAM
04/03/2015	04/06/2015	UNIFORMS UNLIMITED INC.	\$139.99	DAVID KVAM
04/09/2015	04/10/2015	UNIFORMS UNLIMITED INC.	\$11.25	DAVID KVAM
04/10/2015	04/13/2015	UNIFORMS UNLIMITED INC.	\$948.50	DAVID KVAM
04/10/2015	04/13/2015	UNIFORMS UNLIMITED INC.	\$55.50	DAVID KVAM
04/13/2015	04/13/2015	COMCAST CABLE COMM	\$62.82	DAVID KVAM
04/13/2015	04/14/2015	CUB FOODS #1599	\$7.99	DAVID KVAM
04/14/2015	04/15/2015	CUB FOODS #1599	\$35.96	DAVID KVAM
04/14/2015	04/15/2015	UNIFORMS UNLIMITED INC.	\$145.45	DAVID KVAM
04/06/2015	04/08/2015	ASPEN MILLS INC.	\$98.85	STEVE LUKIN
04/07/2015	04/08/2015	AIRGASS NORTH	\$147.21	STEVE LUKIN
04/07/2015	04/08/2015	AIRGASS NORTH	\$59.55	STEVE LUKIN
04/08/2015	04/08/2015	MAS MODERN MARKETING	\$172.76	STEVE LUKIN
04/10/2015	04/13/2015	EMERGENCY APPARATUS MAINT	\$467.31	STEVE LUKIN
04/13/2015	04/13/2015	COMCAST CABLE COMM	\$143.77	STEVE LUKIN
04/13/2015	04/14/2015	UNIFORMS UNLIMITED INC.	\$172.97	KATHERINE LYNCH
04/15/2015	04/17/2015	REI 42 ROSEVILLE	\$105.00	KATHERINE LYNCH
04/16/2015	04/16/2015	GALLS INTERN*	\$174.99	KATHERINE LYNCH
04/02/2015	04/06/2015	THE SALVATION ARMY 11	\$38.52	ALESIA METRY
04/15/2015	04/17/2015	ASPEN MILLS INC.	\$19.28	BRIAN MICHELETTI
04/09/2015	04/13/2015	EVEREST EMERGENCY VEHICLE	\$5.40	MICHAEL MONDOR
04/10/2015	04/13/2015	BEST BUY MHT 00000109	\$165.47	MICHAEL MONDOR
04/14/2015	04/15/2015	CUB FOODS #1599	\$12.44	MICHAEL MONDOR
04/15/2015	04/16/2015	CUB FOODS #1599	\$3.49	MICHAEL MONDOR
04/07/2015	04/09/2015	THE HOME DEPOT 2801	\$9.54	MICHAEL NYE
04/08/2015	04/10/2015	THE HOME DEPOT 2801	\$44.19	MICHAEL NYE
04/09/2015	04/09/2015	AMAZON.COM	\$44.39	MICHAEL NYE
04/08/2015	04/10/2015	OFFICE DEPOT #1090	\$117.31	MARY KAY PALANK
04/08/2015	04/10/2015	OFFICE DEPOT #1078	\$3.49	MARY KAY PALANK
04/09/2015	04/13/2015	OFFICE DEPOT #1090	\$92.68	MARY KAY PALANK
04/15/2015	04/17/2015	OFFICE DEPOT #1090	\$55.81	MARY KAY PALANK
04/02/2015	04/06/2015	COMO LUBE & SUPPLIES	\$88.38	STEVEN PRIEM
04/03/2015	04/06/2015	AN FORD WHITE BEAR LAK	\$238.88	STEVEN PRIEM
04/06/2015	04/07/2015	CARPENTERS SMALL E	\$13.92	STEVEN PRIEM
04/06/2015	04/07/2015	EMERGENCY AUTOMOTIVE	\$76.30	STEVEN PRIEM
04/06/2015	04/07/2015	AN FORD WHITE BEAR LAK	\$4.10	STEVEN PRIEM
04/07/2015	04/08/2015	FACTORY MTR PTS #1	\$335.55	STEVEN PRIEM
04/07/2015	04/08/2015	AUTO PLUS LITTLE CANADA	\$4.90	STEVEN PRIEM
04/07/2015	04/08/2015	AUTO PLUS LITTLE CANADA	\$51.78	STEVEN PRIEM
04/07/2015	04/08/2015	MTI	\$179.52	STEVEN PRIEM
04/07/2015	04/09/2015	PERFORMANCE TRANSMISSI	\$127.50	STEVEN PRIEM
04/07/2015	04/09/2015	WHEELCO BRAKE & SUPPLY	\$53.79	STEVEN PRIEM
04/08/2015	04/09/2015	KATH FUEL OFFICE	\$105.96	STEVEN PRIEM
04/09/2015	04/10/2015	AUTO PLUS LITTLE CANADA	\$126.91	STEVEN PRIEM
04/13/2015	04/14/2015	BAUER BUILT TIRE 18	\$188.12	STEVEN PRIEM
04/14/2015	04/15/2015	BAUER BUILT TIRE 18	\$1,212.80	STEVEN PRIEM
04/15/2015	04/16/2015	AUTO PLUS LITTLE CANADA	\$194.81	STEVEN PRIEM
04/15/2015	04/16/2015	BAUER BUILT TIRE 18	\$192.80	STEVEN PRIEM
04/15/2015	04/17/2015	KREMER SERVICES	\$608.51	STEVEN PRIEM
04/13/2015	04/14/2015	HAFELE AMERICA CO	\$599.60	KELLY PRINS
04/14/2015	04/15/2015	THERMO DYNE INC	\$836.00	KELLY PRINS
04/15/2015	04/16/2015	WW GRAINGER	\$335.72	KELLY PRINS

04/08/2015	04/10/2015	PIONEER PRESS ADVERTISING	\$1,037.25	TERRIE RAMEAUX
04/10/2015	04/13/2015	THE MCDOWELL AGENCY	\$164.95	TERRIE RAMEAUX
04/10/2015	04/13/2015	MINNESOTA OCCUPATIONAL HE	\$291.00	TERRIE RAMEAUX
04/03/2015	04/06/2015	HILLYARD INC MINNEAPOLIS	\$851.88	MICHAEL REILLY
04/08/2015	04/09/2015	DALCO ENTERPRISES, INC	\$293.47	MICHAEL REILLY
04/07/2015	04/08/2015	LES MILLS WEST COAST INC	\$270.00	LORI RESENDIZ
04/10/2015	04/13/2015	G&K SERVICES AR	\$98.74	LORI RESENDIZ
04/11/2015	04/13/2015	POWDER BLUE PRODUCTIONS	\$26.70	LORI RESENDIZ
04/14/2015	04/15/2015	CTC*CONSTANTCONTACT.COM	\$60.00	AUDRA ROBBINS
04/16/2015	04/17/2015	CUB FOODS, INC.	\$69.21	AUDRA ROBBINS
04/03/2015	04/06/2015	JOHN DEERE LANDSCAPES530	\$2.44	ROBERT RUNNING
04/08/2015	04/09/2015	MOGREN LANDSCAPING	\$117.00	ROBERT RUNNING
04/09/2015	04/10/2015	JOHN DEERE LANDSCAPES530	\$148.04	ROBERT RUNNING
04/10/2015	04/13/2015	GARY CARLSON EQUIPMENT	\$277.32	ROBERT RUNNING
04/10/2015	04/13/2015	MENARDS MAPLEWOOD	\$6.38	ROBERT RUNNING
04/07/2015	04/08/2015	LILLIE SUBURBAN NEWSPAPER	\$67.50	DEB SCHMIDT
04/14/2015	04/15/2015	GETTY IMAGES	\$1,568.00	DEB SCHMIDT
04/14/2015	04/16/2015	LILLIE SUBURBAN NEWSPAPER	\$732.20	DEB SCHMIDT
04/15/2015	04/16/2015	AT&T*BILL PAYMENT	\$53.10	DEB SCHMIDT
04/08/2015	04/08/2015	CLAMCASE, LLC	\$159.00	PAUL SCHNELL
04/03/2015	04/06/2015	G&K SERVICES AR	\$725.10	SCOTT SCHULTZ
04/04/2015	04/08/2015	CINTAS 60A SAP	\$192.90	SCOTT SCHULTZ
04/04/2015	04/08/2015	CINTAS 60A SAP	\$169.06	SCOTT SCHULTZ
04/14/2015	04/15/2015	REPUBLIC SERVICES TRASH	\$173.25	SCOTT SCHULTZ
04/06/2015	04/07/2015	TARGET 00011858	\$18.31	CAITLIN SHERRILL
04/09/2015	04/10/2015	PARTY CITY #768	\$6.41	CAITLIN SHERRILL
04/11/2015	04/13/2015	CUB FOODS #1599	\$30.42	CAITLIN SHERRILL
04/06/2015	04/07/2015	THOMSON WEST*TCD	\$321.41	MICHAEL SHORTREED
04/08/2015	04/09/2015	UNIFORMS UNLIMITED INC.	\$238.49	MICHAEL SHORTREED
04/15/2015	04/16/2015	UNIFORMS UNLIMITED INC.	\$7.50	MICHAEL SHORTREED
04/13/2015	04/15/2015	OFFICE DEPOT #1090	\$55.93	ANDREA SINDT
04/09/2015	04/10/2015	PRAIRIE BOOKS LLC	\$15.06	CHRISTINE SOUTTER
04/13/2015	04/15/2015	SCS LTD	\$120.65	CHRISTINE SOUTTER
04/04/2015	04/06/2015	GOPHER SPORT	\$87.61	JAMES TAYLOR
04/10/2015	04/13/2015	MINNESOTA YOUTH ATHLETIC	\$1,600.00	JAMES TAYLOR
04/16/2015	04/17/2015	U OF M CCE NONCREDIT	\$235.00	MICHAEL THOMPSON
04/15/2015	04/17/2015	OFFICE DEPOT #1090	\$28.97	KAREN WACHAL
04/10/2015	04/13/2015	UNIFORMS UNLIMITED INC.	\$205.11	JAY WENZEL
04/16/2015	04/17/2015	UNIFORMS UNLIMITED INC.	\$140.40	JAY WENZEL
04/02/2015	04/06/2015	OFFICE DEPOT #1090	\$74.97	TAMMY WYLIE
04/08/2015	04/09/2015	PUBLIC AGENCY TRAINING C	\$395.00	TAMMY WYLIE
04/08/2015	04/10/2015	DRURY INN ST LOUIS AP	\$242.76	TAMMY WYLIE
04/09/2015	04/13/2015	SAFARILAND, LLC	\$375.00	TAMMY WYLIE
04/09/2015	04/13/2015	TEST EQUIPMENT DEPOT	\$123.09	TAMMY WYLIE
04/10/2015	04/13/2015	OFFICE DEPOT #1090	\$54.67	TAMMY WYLIE

\$47,182.71

Check Register
City of Maplewood

05/01/2015

Check	Date	Vendor	Description	Amount	
94986	04/27/2015	01691	USPCA REGION 18	REGISTRATION GABRIEL & DEMULLING	240.00
94987	05/05/2015	05234	BOLER EXPRESS CAR WASH	CAR WASHES - MARCH/APRIL	236.01
94988	05/05/2015	02149	HEIDI CAREY	MARKETING & ADVERTISING - APRIL	4,000.00
94989	05/05/2015	04311	JOSEPH DEMULLING	REIMB FOR K-9 BOARDING 4/17 - 4/18	58.00
94990	05/05/2015	00870	RANDY LINDBLOM	REIMB FOR MILEAGE 4/22	44.28
94991	05/05/2015	02696	MUSKA ELECTRIC CO	REPLACE LAMPS-PARKING LOTS/GAS	618.55
94992	05/05/2015	02091	JOHN NAUGHTON	REIMB FOR SAFETY SHOES 4/21	154.76
94993	05/05/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	20,782.30
	05/05/2015	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	9,805.15
94994	05/05/2015	05519	AUDUBON CTR OF THE NORTH WOODS	PRESENTATION AT OUTDOOR EXPO	400.00
94995	05/05/2015	05514	COIT COMMERCIAL SERVICES	CLEANING OF CITY HALL ENTRANCE	225.00
94996	05/05/2015	03645	CUMMINS NPOWER LLC	EMERGENCY GENERATOR RENTAL-1902	1,037.50
94997	05/05/2015	00003	ESCROW REFUND	ESCROW MOSER HOMES 1300 MCKNIGHT	1,052.63
94998	05/05/2015	00003	ESCROW REFUND	ESCROW REL DERRICK BLDG 2696 HAZ	500.00
94999	05/05/2015	05518	KIM GIBEAU	DATA PRACTICES WORKSHOP TRAINING	15.00
95000	05/05/2015	02929	GLTC PREMIUM PAYMENTS	LTC MONTHLY PREMIUM - MAY	244.14
95001	05/05/2015	05313	GRAPHIC DESIGN, INC.	PD BUSINESS CARDS-JARED PETERSON	88.74
95002	05/05/2015	05522	GREEN MILL CATERING	CATERING RECEPTION MCC	1,008.37
95003	05/05/2015	00750	JAMES STEELE CONSTRUCTION	ESCROW RELEASE 2625 LARPENTEUR	503.96
95004	05/05/2015	04992	KERN, DEWENTER, VIERE, LTD	2014 AUDIT	9,625.00
95005	05/05/2015	00816	KREMER SERVICES, LLC	325 - WHEEL ALIGNMENT	156.74
95006	05/05/2015	00857	LEAGUE OF MINNESOTA CITIES	CLERKS CONFERENCE JUNE 24-26	250.00
95007	05/05/2015	02948	MN HUMANITIES CENTER	COUNCIL/STAFF RETREAT	992.00
95008	05/05/2015	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - MAY	480.00
95009	05/05/2015	00001	ONE TIME VENDOR	REFUND K HAGLE OVER PD	94.75
95010	05/05/2015	00001	ONE TIME VENDOR	ST PAULS MONASTERY TRANS MEDIC	82.50
95011	05/05/2015	00001	ONE TIME VENDOR	REFUND C MCLEAN CLASS CANCELLED	68.00
95012	05/05/2015	00001	ONE TIME VENDOR	REFUND A SOVA BCBS BENEFIT	26.79
95013	05/05/2015	00001	ONE TIME VENDOR	REFUND J BOYD HP CREDITS	20.00
95014	05/05/2015	01341	RAMSEY CO FIRE CHIEFS ASSN	ANNUAL BANQUET (4)	64.00
95015	05/05/2015	01418	SAM'S CLUB DIRECT	VENDING MACHINE SUPPLIES	338.03
	05/05/2015	01418	SAM'S CLUB DIRECT	CONCESSIONS	159.06
	05/05/2015	01418	SAM'S CLUB DIRECT	MDSE FOR RESALE	108.16
	05/05/2015	01418	SAM'S CLUB DIRECT	EGG HUNT BREAKFAST & CANDY	97.23
	05/05/2015	01418	SAM'S CLUB DIRECT	COFFEE SUPPLIES FOR SENIOR PROG	32.49
95016	05/05/2015	03879	SANSIO	EMS FEES - MAY	738.67
95017	05/05/2015	01836	ST PAUL, CITY OF	CAD FEE JAN - MARCH	2,700.00
95018	05/05/2015	05382	TURNING POINT CONSULTING GROUP	MARKETING FOR CITY 4/1 - 4/17	2,000.00

33 Checks in this report.

59,047.81

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
4/27/2015	MN State Treasurer	Drivers License/Deputy Registrar	47,802.64
4/27/2015	U.S. Treasurer	Federal Payroll Tax	99,562.39
4/27/2015	P.E.R.A.	P.E.R.A.	100,497.05
4/28/2015	MN State Treasurer	Drivers License/Deputy Registrar	23,823.75
4/28/2015	MidAmerica	HRA Flex plan	22,883.42
4/28/2015	Labor Unions	Union Dues	3,654.40
4/28/2015	MN State Treasurer	State Payroll Tax	20,144.47
4/29/2015	MN State Treasurer	Drivers License/Deputy Registrar	78,801.50
4/29/2015	Delta Dental	Dental Premium	1,428.11
4/30/2015	MN State Treasurer	Drivers License/Deputy Registrar	22,932.00
5/1/2015	MN State Treasurer	Drivers License/Deputy Registrar	94,962.36
5/1/2015	MN Dept of Natural Resources	DNR electronic licenses	2,413.94
5/1/2015	Optum Health	DCRP & Flex plan payments	291.66
5/1/2015	US Bank Merchant Services	Credit Card Billing fee	79.94

519,277.63

*Detailed listing of VISA purchases is attached.

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	04/24/15	ABRAMS, MARYLEE	430.99
	04/24/15	CARDINAL, ROBERT	430.99
	04/24/15	JUENEMANN, KATHLEEN	430.99
	04/24/15	KOPPEN, MARVIN	430.99
	04/24/15	SLAWIK, NORA	489.68
	04/24/15	COLEMAN, MELINDA	5,425.56
	04/24/15	FUNK, MICHAEL	4,679.30
	04/24/15	KNUTSON, LOIS	2,503.61
	04/24/15	CHRISTENSON, SCOTT	3,777.88
	04/24/15	JAHN, DAVID	2,277.97
	04/24/15	BURLINGAME, SARAH	2,380.50
	04/24/15	RAMEAUX, THERESE	3,417.45
	04/24/15	BAUMAN, GAYLE	4,852.91
	04/24/15	OSWALD, BRENDA	1,942.62
	04/24/15	ANDERSON, CAROLE	1,448.18
	04/24/15	DEBILZAN, JUDY	2,257.97
	04/24/15	RUEB, JOSEPH	3,180.20
	04/24/15	ARNOLD, AJLA	765.98
	04/24/15	BEGGS, REGAN	1,718.40
	04/24/15	HAAG, KAREN	4,633.49
	04/24/15	SCHMIDT, DEBORAH	3,221.40
	04/24/15	SPANGLER, EDNA	1,372.06
	04/24/15	CRAWFORD, LEIGH	1,888.37
	04/24/15	LARSON, MICHELLE	2,020.38
	04/24/15	MECHELKE, SHERRIE	1,212.22
	04/24/15	MOY, PAMELA	1,616.30
	04/24/15	OSTER, ANDREA	2,027.02
	04/24/15	RICHTER, CHARLENE	1,133.02
	04/24/15	VITT, SANDRA	1,059.42
	04/24/15	WEAVER, KRISTINE	2,507.39
	04/24/15	CORCORAN, THERESA	2,022.60
	04/24/15	KVAM, DAVID	4,478.68
	04/24/15	PALANK, MARY	2,027.02
	04/24/15	SCHNELL, PAUL	5,061.14
	04/24/15	SHORTREED, MICHAEL	4,351.97
	04/24/15	THOMFORDE, FAITH	1,751.58
	04/24/15	WYLIE, TAMMY	1,734.73
	04/24/15	ZAPPA, ANDREW	2,001.94
	04/24/15	ABEL, CLINT	3,177.51
	04/24/15	ALDRIDGE, MARK	3,468.64
	04/24/15	BAKKE, LONN	3,606.99
	04/24/15	BARTZ, PAUL	3,409.40
	04/24/15	BELDE, STANLEY	3,264.81
	04/24/15	BENJAMIN, MARKESE	2,941.86
	04/24/15	BIERDEMAN, BRIAN	4,277.77

04/24/15	BUSACK, DANIEL	4,521.01
04/24/15	CARNES, JOHN	2,943.66
04/24/15	CROTTY, KERRY	3,986.40
04/24/15	DEMULLING, JOSEPH	3,552.24
04/24/15	DUGAS, MICHAEL	4,727.11
04/24/15	ERICKSON, VIRGINIA	3,668.43
04/24/15	FISHER, CASSANDRA	1,597.76
04/24/15	FORSYTHE, MARCUS	3,050.34
04/24/15	FRITZE, DEREK	3,224.05
04/24/15	GABRIEL, ANTHONY	3,760.13
04/24/15	HAWKINSON JR, TIMOTHY	3,254.28
04/24/15	HER, PHENG	2,941.86
04/24/15	HIEBERT, STEVEN	3,497.31
04/24/15	HOEMKE, MICHAEL	2,343.75
04/24/15	HOFMEISTER, TIMOTHY	496.00
04/24/15	JASKOWIAK, AMANDA	360.00
04/24/15	JOHNSON, KEVIN	3,937.45
04/24/15	KONG, TOMMY	3,064.41
04/24/15	KREKELER, NICHOLAS	1,002.40
04/24/15	KROLL, BRETT	3,177.51
04/24/15	LANGNER, SCOTT	3,003.03
04/24/15	LANGNER, TODD	3,224.61
04/24/15	LYNCH, KATHERINE	3,109.27
04/24/15	MARINO, JASON	3,290.61
04/24/15	MCCARTY, GLEN	3,231.82
04/24/15	METRY, ALESIA	3,560.09
04/24/15	MICHELETTI, BRIAN	2,950.85
04/24/15	MULVIHILL, MARIA	2,280.97
04/24/15	NYE, MICHAEL	4,505.98
04/24/15	OLDING, PARKER	2,364.67
04/24/15	OLSON, JULIE	3,064.41
04/24/15	PARKER, JAMES	2,941.86
04/24/15	PETERSON, JARED	2,001.94
04/24/15	REZNY, BRADLEY	4,371.85
04/24/15	SCHOEN, ZACHARY	2,375.27
04/24/15	SLATER, BENJAMIN	2,971.77
04/24/15	STEINER, JOSEPH	3,100.16
04/24/15	SYPNIEWSKI, WILLIAM	3,252.31
04/24/15	TAUZELL, BRIAN	3,606.48
04/24/15	THEISEN, PAUL	3,351.19
04/24/15	THIENES, PAUL	4,268.12
04/24/15	VANG, PAM	2,001.94
04/24/15	WENZEL, JAY	3,177.51
04/24/15	XIONG, KAO	3,064.41
04/24/15	ANDERSON, BRIAN	482.36
04/24/15	BAHL, DAVID	489.11
04/24/15	BASSETT, BRENT	394.07
04/24/15	BAUMAN, ANDREW	2,866.99
04/24/15	BEITLER, NATHAN	548.57
04/24/15	BOURQUIN, RON	1,201.92
04/24/15	CAPISTRANT, JACOB	1,138.07
04/24/15	CAPISTRANT, JOHN	529.57
04/24/15	COREY, ROBERT	580.08
04/24/15	CRAWFORD - JR, RAYMOND	2,914.47
04/24/15	CRUMMY, CHARLES	548.58

04/24/15	DABRUZZI, THOMAS	2,759.84
04/24/15	DAWSON, RICHARD	3,812.93
04/24/15	EVERSON, PAUL	3,853.96
04/24/15	HAGEN, MICHAEL	526.48
04/24/15	HALE, JOSEPH	356.73
04/24/15	HALWEG, JODI	3,332.88
04/24/15	HAWTHORNE, ROCHELLE	3,118.78
04/24/15	HUTCHINSON, JAMES	540.59
04/24/15	IMM, TRACY	734.58
04/24/15	JANSEN, CHAD	327.87
04/24/15	KANE, ROBERT	698.73
04/24/15	KARRAS, JAMIE	605.28
04/24/15	KERSKA, JOSEPH	807.07
04/24/15	KONDER, RONALD	491.79
04/24/15	KUBAT, ERIC	3,138.41
04/24/15	LINDER, TIMOTHY	3,028.25
04/24/15	MERKATORIS, BRETT	145.02
04/24/15	MILLER, LADD	912.07
04/24/15	MILLER, NICHOLAS	384.63
04/24/15	MONDOR, MICHAEL	3,806.21
04/24/15	MONSON, PETER	189.15
04/24/15	MORGAN, JEFFERY	163.93
04/24/15	NEILY, STEVEN	447.68
04/24/15	NIELSEN, KENNETH	566.34
04/24/15	NOVAK, JEROME	3,584.27
04/24/15	NOWICKI, PAUL	296.36
04/24/15	OLSON, JAMES	3,212.14
04/24/15	OPHEIM, JOHN	264.78
04/24/15	PACHECO, ALPHONSE	1,046.63
04/24/15	PARROW, JOSHUA	580.08
04/24/15	PETERSON, MARK	1,000.32
04/24/15	PETERSON, ROBERT	3,588.86
04/24/15	POWERS, KENNETH	561.17
04/24/15	RAINEY, JAMES	1,037.20
04/24/15	RANGEL, DERRICK	299.48
04/24/15	RANK, PAUL	832.29
04/24/15	RICE, CHRISTOPHER	825.98
04/24/15	RODDY, BRETT	302.65
04/24/15	RODRIGUEZ, ROBERTO	491.79
04/24/15	SEDLACEK, JEFFREY	3,462.97
04/24/15	STREFF, MICHAEL	3,147.10
04/24/15	SVENDSEN, RONALD	3,171.66
04/24/15	TROXEL, REID	703.04
04/24/15	GERVAIS-JR, CLARENCE	4,239.86
04/24/15	LUKIN, STEVEN	4,911.94
04/24/15	ZWIEG, SUSAN	1,186.97
04/24/15	CORTESI, LUANNE	2,020.37
04/24/15	SINDT, ANDREA	2,654.60
04/24/15	BRINK, TROY	2,505.17
04/24/15	BUCKLEY, BRENT	2,948.27
04/24/15	DEBILZAN, THOMAS	2,300.99
04/24/15	EDGE, DOUGLAS	2,254.61
04/24/15	JONES, DONALD	2,285.00
04/24/15	MEISSNER, BRENT	2,242.77
04/24/15	NAGEL, BRYAN	3,775.60

04/24/15	OSWALD, ERICK	2,371.02
04/24/15	RUIZ, RICARDO	1,889.17
04/24/15	RUNNING, ROBERT	2,505.17
04/24/15	TEVLIN, TODD	2,303.28
04/24/15	BURLINGAME, NATHAN	2,463.20
04/24/15	DUCHARME, JOHN	2,915.03
04/24/15	ENGSTROM, ANDREW	2,908.37
04/24/15	JAROSCH, JONATHAN	3,193.97
04/24/15	LINDBLOM, RANDAL	2,915.03
04/24/15	LOVE, STEVEN	3,929.29
04/24/15	THOMPSON, MICHAEL	4,879.47
04/24/15	ZIEMAN, SCOTT	152.00
04/24/15	JANASZAK, MEGHAN	1,985.97
04/24/15	KONEWKO, DUWAYNE	4,695.31
04/24/15	HAMRE, MILES	1,852.00
04/24/15	HAYS, TAMARA	1,885.17
04/24/15	HINNENKAMP, GARY	2,509.61
04/24/15	NAUGHTON, JOHN	2,285.48
04/24/15	NORDQUIST, RICHARD	2,287.20
04/24/15	ORE, JORDAN	1,885.17
04/24/15	BIESANZ, OAKLEY	1,722.28
04/24/15	DEAVER, CHARLES	725.10
04/24/15	GERNES, CAROLE	752.51
04/24/15	HAYMAN, JANET	980.15
04/24/15	HUTCHINSON, ANN	2,818.31
04/24/15	SOUTTER, CHRISTINE	831.26
04/24/15	WACHAL, KAREN	1,206.91
04/24/15	GAYNOR, VIRGINIA	3,451.03
04/24/15	KROLL, LISA	2,083.39
04/24/15	YOUNG, TAMELA	2,184.37
04/24/15	FINWALL, SHANN	3,435.57
04/24/15	MARTIN, MICHAEL	2,994.77
04/24/15	BRASH, JASON	2,828.37
04/24/15	CARVER, NICHOLAS	4,041.62
04/24/15	SWAN, DAVID	2,939.57
04/24/15	SWANSON, CHRIS	1,951.57
04/24/15	WEIDNER, JAMES	1,760.00
04/24/15	WELLENS, MOLLY	1,962.16
04/24/15	BJORK, BRANDON	335.50
04/24/15	BRENEMAN, NEIL	2,533.34
04/24/15	CLINE, ABBY	234.50
04/24/15	ETTER, LAURA	49.00
04/24/15	FORTIER, JESSICA	73.50
04/24/15	FRANK, PETER	150.00
04/24/15	GORACKI, GERALD	62.38
04/24/15	KONG, KATELYNE	99.01
04/24/15	KUSTERMAN, KEVIN	58.50
04/24/15	LARSON, MARIAH	133.88
04/24/15	LARSON, TRISTA	56.00
04/24/15	MOUA, CHEE	101.25
04/24/15	ROBBINS, AUDRA	3,542.71
04/24/15	ROBBINS, CAMDEN	174.25
04/24/15	RUSS, KAYLA	304.50
04/24/15	RYCHLICKI, NICHOLE	151.13
04/24/15	SCHALLER, SCOTT	63.75

04/24/15	TAYLOR, JAMES	3,373.38
04/24/15	VUKICH, CANDACE	367.13
04/24/15	ADAMS, DAVID	2,142.40
04/24/15	HAAG, MARK	2,616.65
04/24/15	SCHULTZ, SCOTT	3,699.65
04/24/15	WILBER, JEFFREY	1,797.97
04/24/15	DIONNE, ANN	651.26
04/24/15	EVANS, CHRISTINE	2,049.31
04/24/15	GIBSON, CHRISTINE	947.43
04/24/15	HECKENDORN, TAYLOR	177.75
04/24/15	HOFMEISTER, MARY	1,195.07
04/24/15	KELLEY, CAITLIN	1,416.87
04/24/15	MILLER, KAREN	132.50
04/24/15	RUZICHKA, JANICE	192.50
04/24/15	SKRYPEK, JOSHUA	497.25
04/24/15	SMITH, CORTNEY	216.13
04/24/15	ST SAUVER, CRAIG	399.02
04/24/15	WISTL, MOLLY	407.01
04/24/15	ANDERSON, JOSHUA	844.15
04/24/15	BAETZOLD, CLAIRE	42.75
04/24/15	BAUDE, SARAH	28.12
04/24/15	BEAR, AMANDA	183.75
04/24/15	BERGLUND, ERIK	53.30
04/24/15	BESTER, MICHAEL	104.64
04/24/15	BUCKLEY, BRITTANY	415.70
04/24/15	BUTLER, ANGELA	63.88
04/24/15	CLARK, PAMELA	79.20
04/24/15	CRANDALL, ALYSSA	97.38
04/24/15	CRANDALL, KRISTA	37.80
04/24/15	DEMPSEY, BETH	280.51
04/24/15	DRECHSEL, HEIDI	30.46
04/24/15	DUCHARME, DANIELLE	113.50
04/24/15	EKSTRAND, DANIEL	205.81
04/24/15	EKSTRAND, TAMERA	288.75
04/24/15	EPLAND, PETER	28.00
04/24/15	ERICKSON-CLARK, CAROL	37.50
04/24/15	ERICSON, WESTIN	21.25
04/24/15	FARRELL, DANIEL	71.81
04/24/15	FONTAINE, KIM	938.25
04/24/15	FREDRICKS, MARTHA	18.00
04/24/15	GRAY, SOPHIE	32.63
04/24/15	GRUENHAGEN, LINDA	429.66
04/24/15	GUSTAFSON, BRENDA	167.00
04/24/15	HAASCH, ANGELA	52.25
04/24/15	HAGSTROM, EMILY	132.08
04/24/15	HANSEN, HANNAH	94.56
04/24/15	HOLMBERG, LADONNA	225.50
04/24/15	HORWATH, RONALD	3,213.14
04/24/15	HUNTLEY, NATALIE	91.85
04/24/15	IACARELLA-FUDALI, BARBARA	27.00
04/24/15	JOHNSON, BARBARA	465.35
04/24/15	KEMP, MAYA	19.69
04/24/15	KOHLER, ROCHELLE	75.00
04/24/15	KOLLER, NINA	91.50
04/24/15	LAMSON, ELIANA	27.38

04/24/15	LORENTZEN, CHRISTINE	72.00
04/24/15	MASON, AMY	145.80
04/24/15	MCCOMAS, LEAH	210.00
04/24/15	MCKILLOP, AMANDA	136.52
04/24/15	MILLER, MELISSA	52.00
04/24/15	MONGE, NOAH	84.00
04/24/15	MUSKAT, JULIE	187.02
04/24/15	NITZ, CARA	539.92
04/24/15	OHS, CYNTHIA	186.00
04/24/15	PROESCH, ANDY	350.00
04/24/15	RANEY, COURTNEY	877.27
04/24/15	RAU, COLE	24.30
04/24/15	REHLING-ANDERSON, LORIE	217.50
04/24/15	RENSTROM, KEVIN	112.50
04/24/15	RESENDIZ, LORI	2,136.53
04/24/15	RICHTER, DANIEL	114.90
04/24/15	ROLLERSON, TERRANCE	60.76
04/24/15	ROMERO, JENNIFER	47.00
04/24/15	ROSAND, WALKER	40.00
04/24/15	SCHERER, KATHLENE	107.32
04/24/15	SCHMIDT, VICTORIA	40.00
04/24/15	SCHREIER, ROSEMARIE	212.77
04/24/15	SMITH, ANN	83.20
04/24/15	SMITH, JEROME	208.88
04/24/15	SMITLEY, SHARON	228.81
04/24/15	SYME, LAUREN	153.45
04/24/15	TREPANIER, TODD	244.14
04/24/15	TRUONG, CHAU	84.00
04/24/15	TUPY, MARCUS	96.00
04/24/15	WAGNER, JODY	296.00
04/24/15	WALLNER, KRISTIN	144.00
04/24/15	YANG, JUDY	44.00
04/24/15	BILJAN, MERANDA	31.88
04/24/15	BOSLEY, CAROL	110.25
04/24/15	BUTLER-MILLER, JADE	85.00
04/24/15	CHRISTAL, JENNIFER	295.00
04/24/15	ELLISON, LELIA	166.50
04/24/15	FRANZMEIER, EILEEN	227.39
04/24/15	LANGER, CHELSEA	164.25
04/24/15	LANGER, KAYLYN	114.00
04/24/15	AUSTIN, CATHERINE	96.00
04/24/15	BOWMAN, CHRIS	144.00
04/24/15	CRAWFORD, SHAWN	437.50
04/24/15	DOUGLASS, TOM	2,238.15
04/24/15	HEINTZ, JOSHUA	24.00
04/24/15	KRECH, ELAINE	586.50
04/24/15	LOONEY, RAYJEANIA	192.00
04/24/15	MAIDMENT, COLIN	681.88
04/24/15	MALONEY, SHAUNA	131.75
04/24/15	NESVACIL, BRENNAN	80.00
04/24/15	PRINS, KELLY	1,970.33
04/24/15	REILLY, MICHAEL	2,059.39
04/24/15	STEFFEN, MICHAEL	102.00
04/24/15	COUNTRYMAN, BRENDA	680.00
04/24/15	PRIEM, STEVEN	2,568.19

	04/24/15	WOEHRLE, MATTHEW	2,793.29
	04/24/15	XIONG, BOON	1,647.57
	04/24/15	BERGO, CHAD	3,057.76
	04/24/15	FOWLDS, MYCHAL	4,068.88
	04/24/15	FRANZEN, NICHOLAS	3,047.94
	04/24/15	KREGER, JASON	2,636.90
9994532	04/24/15	KRECH, TRAVIS	197.63
9994533	04/24/15	EKSTRAND, RYAN	123.00
9994534	04/24/15	MADSEN, JEFFREY	75.00
9994535	04/24/15	O'BRIEN, ELIZABETH	108.70
			523,955.66

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: May 5, 2015
SUBJECT: Approval of 2015 General Fund Transfers

Introduction

Per the fund balance policy, the goal of the City is to maintain a minimum level of 40% of annual general fund revenues as unreserved fund balance in the General Fund. The 2015 budget is set to maintain this fund balance level. Staff is recommending that funds in excess of the 40% level be transferred to other funds to help alleviate deficits and fund capital items, which will reduce the reliance on future property tax dollars. This will allow the General Fund to retain a healthy fund balance within our fund balance policy requirements, and direct resources to other funds where there are funding challenges. For the past few years, the City has had the ability to use available dollars in the General Fund at the end of each year for these same purposes. These available dollars are either the result of departments coming in under budget or revenue coming in over what was projected. It is considered one-time money and should never be applied to operations because it cannot be relied upon each year. In the past, the City has been able to fund items such as a new phone system, scanning of the Lektriever files due to the changes made at City Hall, the south police substation, pool improvements and deferred maintenance items at the Community Center and deficit balances in both the Community Center Operations Fund and the Ambulance Service Fund. The 2014 Audit and 2015 Budget show we will have funds available again in 2015, mainly as a result of the vacancy in the City Manager/Asst. City Manager position, the restructuring/vacancy of the Chief Building Engineer position, payment received on a deferred special assessment and additional building permit revenue. Staff is recommending making an initial deposit into the General Building Replacement Fund and funding project costs/deficits as follows:

Amount	Fund	Purpose
\$250,000	General Bldg Replacement Fund (401)	Initial fund deposit
\$350,000	TH36/English project 09-08 (595)	Assist with deficit

These transfers will help reduce the need for levy dollars to be applied to these funds in the future. In no event would one of these transfers be completed to bring the General Fund fund balance below 40% of operating revenues.

Budget Impact

None. Transferring money between funds has no financial impact on the city.

Recommendation

It is recommended that the City Council authorize the Finance Director to make the entries necessary to account for the transfers requested from the General Fund as noted above.

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Gayle Bauman, Finance Director

DATE: May 5, 2015

SUBJECT: Approval to Update Cooperative Purchasing Sources in Purchasing Policy

Introduction

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

Background

The City's Purchasing Policies were last updated in 2012. Cooperative Purchasing is a tool which allows municipalities to utilize a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations. It is used to reduce costs of procurement by allowing us to legally use a contract that was procured by another entity.

Under our current policy, the following sources are identified for use under Cooperative Purchasing:

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

Staff is requesting to add the following sources to our list:

TCPN Cooperative Purchasing Group
 The Interlocal Purchasing System (TIPS)

Budget Impact

None.

Recommendation

It is recommended that the Council authorize staff to update the City's Purchasing Policies to include the additional two cooperative purchasing sources noted above.

MEMORANDUM

TO: Melinda Coleman, City Manager

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

DATE: May 4, 2015

SUBJECT: Approval to Purchase Park Maintenance Multi-Purpose Machine

Introduction

The 2015 capital outlay budget includes funding for the replacement of one Park maintenance machine from the Fleet Management Fund. Council approval is requested in order to move forward with this purchase.

Background

The Parks Division is utilizing a 1998 Toro park maintenance machine that is in need of replacement. This machine is utilized for both summer and winter operations throughout the park system and city campus. Due to age and high engine hours, the machine is no longer cost effective to operate. It will be replaced with a John Deere 1580 maintenance machine. The new machine has increased horsepower and is equipped with tier 4 compliant emissions, making it better for the environment.

Budget Impact

The 2015 capital outlay budget (Fleet Management Fund) identified \$29,000.00 under project PW09.020 for this purchase. The following are costs for the replacement including freight and delivery:

John Deere 1580 Maintenance Machine w/cab and attachments	\$38,777.05
Trade value of old unit	(\$3,000.00)
Total Cost	\$35,777.05

This is \$6,777.05 higher than the amount identified in the capital outlay budget. As a result of other 2015 Fleet CIP purchases being below budget, the Fleet Management Fund can absorb this slight increase.

Recommendation

It is recommended that the city council approve the purchase of the John Deere 1580 maintenance machine under **MN State Contract #NJPA 070313-DAC** from Minnesota Equipment, including trade in of old unit, freight and delivery totaling **\$35,777.05**.

Attachments

1. Quote/Specs from Minnesota Equipment.

Quote Id: 11320992

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Minnesota Equipment, Inc.
13725 Main Street
Rogers, MN 55374
763-428-4107
RogersSales@mnequip.com

Prepared For:

City Of Maplewood



Proposal For:

Delivering Dealer:

John Braunshausen

Minnesota Equipment, Inc.

13725 Main Street

Rogers, MN 55374

RogersSales@mnequip.com

Quote Prepared By:

JOHN BRAUNSHAUSEN

johnbraunshausen@mnequip.com

Date: 23 April 2015

Offer Expires: 31 July 2015

Confidential



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Minnesota Equipment, Inc.
13725 Main Street
Rogers, MN 55374
763-428-4107
RogersSales@mnequip.com

Quote Summary

Prepared For:

City Of Maplewood
1902 County Road B E
Maplewood, MN 55109
Business: 651-249-2431

Delivering Dealer:

Minnesota Equipment, Inc.
John Braunshausen
13725 Main Street
Rogers, MN 55374
Phone: 763-428-4107
johnbraunshausen@mnequip.com

Quote ID: 11320992
Created On: 23 April 2015
Last Modified On: 23 April 2015
Expiration Date: 31 July 2015

Equipment Summary

JOHN DEERE 1580 TerrainCut
Commercial Front Mower (Less
Mower Deck)

Contract: NJPA 070313-DAC

Price Effective Date: April 23, 2015

Selling Price **Qty** **Extended**
\$ 25,399.48 X 1 = \$ 25,399.48

JOHN DEERE 72 In. 7-Iron PRO
Commercial Side Discharge Mower
Deck (For 1500 TerrainCut Front
Mowers and 1400/

Contract: NJPA 070313-DAC

Price Effective Date: April 23, 2015

\$ 3,685.99 X 1 = \$ 3,685.99

JOHN DEERE 60 In. Heavy-Duty
Two-Stage Snow Blower (For 1500
TerrainCut Front Mowers, 1400/1500
Series II and Non-Series II Front
Mowers)

Contract: NJPA 070313-DAC

Price Effective Date: April 23, 2015

\$ 3,891.58 X 1 = \$ 3,891.58

Equipment Total

\$ 32,977.05

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 32,977.05

Trade In

SubTotal **\$ 32,977.05**

Total **\$ 32,977.05**

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Minnesota Equipment, Inc.
13725 Main Street
Rogers, MN 55374
763-428-4107
RogersSales@mnequip.com

Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 32,977.05

Salesperson : X _____

Accepted By : X _____

Quote Id: 11321091

Prepared For:
City Of Maplewood



Prepared By: **John Braunshausen**

Minnesota Equipment, Inc.
13725 Main Street
Rogers, MN 55374

Tel: 763-428-4107

Fax: 763-428-2700

Email: johnbraunshausen@mnequip.com

Date: 23 April 2015

Offer Expires: 31 July 2015

Confidential

Quote Summary

Prepared For:
 City Of Maplewood
 1902 County Road B E
 Maplewood, MN 55109
 Business: 651-249-2431

Prepared By:
 John Braunshausen
 Minnesota Equipment, Inc.
 13725 Main Street
 Rogers, MN 55374
 Phone: 763-428-4107
 johnbraunshausen@mnequip.com

Quote Id: 11321091
Created On: 23 April 2015
Last Modified On: 23 April 2015
Expiration Date: 31 July 2015

Equipment Summary	Selling Price	Qty	Extended
Cozy Cab FOR JOHN DEERE 1580 MOWER, WITH LIGHTS, WIPER, AND HEATER/DEFROSTER	\$ 5,800.00 X	1 =	\$ 5,800.00
Equipment Total			\$ 5,800.00

Trade In Summary	Qty	Each	Extended
TORO 328/72" MOWER/BLOWER/CAB	1	\$ 3,000.00	\$ 3,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 3,000.00
Trade In Total			\$ 3,000.00

Quote Summary

Equipment Total	\$ 5,800.00
Trade In	\$ (3,000.00)
Delivery	\$ 0.00
License	\$ 0.00
DOT	\$ 0.00
SubTotal	\$ 2,800.00
Total	\$ 2,800.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 2,800.00

Salesperson : X _____

Accepted By : X _____

MEMORANDUM

TO: Melinda Coleman, City Manager

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

DATE: May 1, 2015

SUBJECT: Resolution Approving *No Parking* Restrictions on Larpenteur Avenue (Arkwright Street to Parkway Drive)

Introduction

The council will consider the approval of *No Parking* Restrictions on the both the north and south sides of Larpenteur Avenue from Arkwright Street to Parkway Drive.

Background/Discussion

Larpenteur Avenue from Arkwright Street to Parkway Drive is a county road which currently consists of four lanes, two in each direction, and no shoulders. The road configuration in its present condition also does not provide any room for parking along Larpenteur Avenue.

Ramsey County is proposing to convert this segment of Larpenteur Avenue from a 4 lane to a 3 lane section this summer. The proposed conversion will result with one lane in each direction, a dedicated continuous left turn lane (center), and shoulders varying between 4 to 6 feet wide. The proposed shoulder width is not adequate to allow for on street parking. A neighborhood meeting was held on April 22, 2014 at the Maplewood Community Center to inform residents of the proposed project and to address any concerns. Similar to past practice, Ramsey County is requesting written concurrence from the city to restrict parking on Larpenteur Avenue between Arkwright Street and Parkway Drive.

Budget Impact

Installation and maintenance of the *No Parking* signs will be the responsibility of Ramsey County. There are no budget impacts associated with this request.

Recommendation

It is recommended that the council approve the *No Parking* Restrictions on both the north and south sides of Larpenteur Avenue between Arkwright Street and Parkway Drive, as referenced in the attached exhibit.

Attachments:

1. Resolution Approving *No Parking* Restrictions on Larpenteur Avenue between Arkwright Street and Parkway Drive
2. Project Location Map

**RESOLUTION
“NO PARKING” RESTRICTIONS ON LARPENTEUR AVENUE
BETWEEN ARKWRIGHT STREET AND PARKWAY DRIVE**

WHEREAS, Larpenteur Avenue is a Ramsey County State Aid Route, and

WHEREAS, Ramsey County is conducting a 4 lane to 3 lane conversion, and

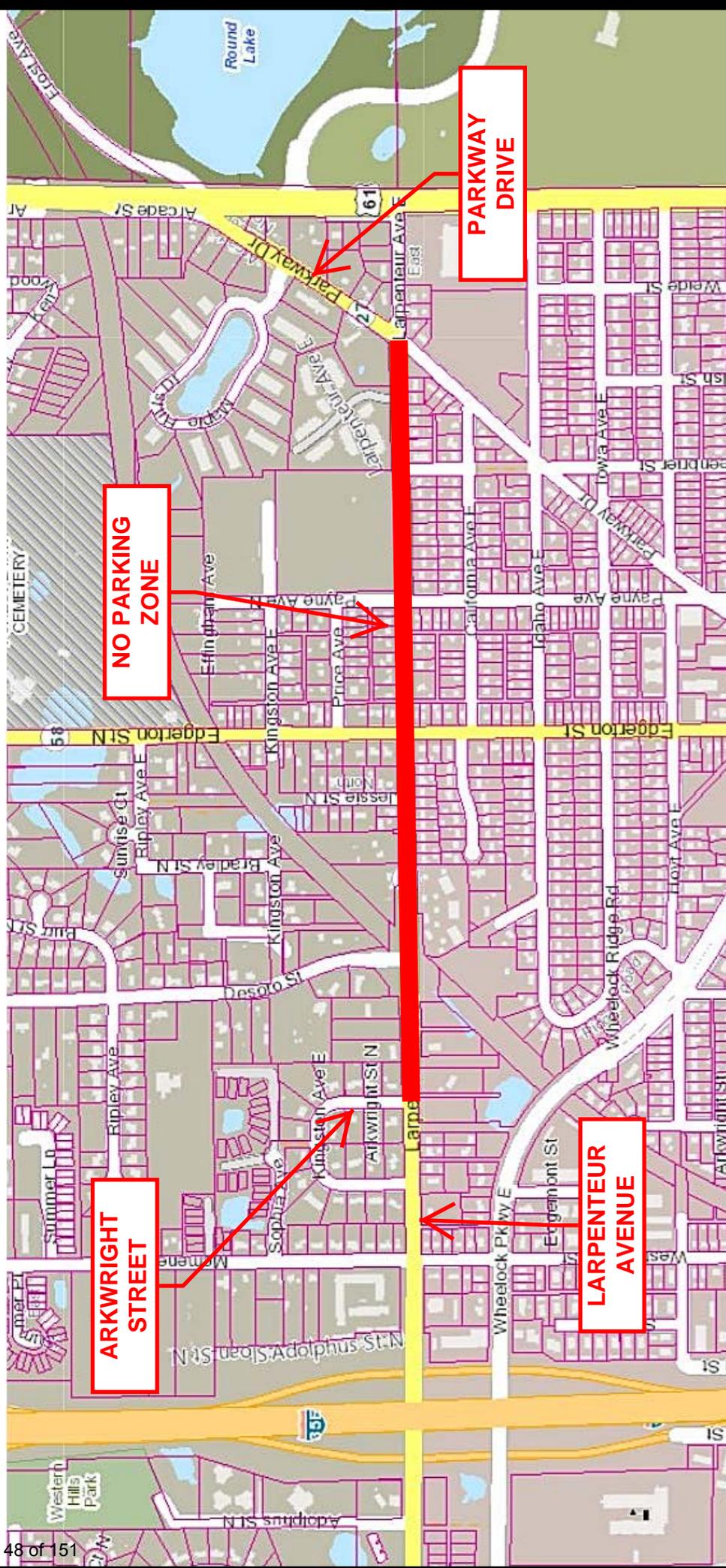
WHEREAS, the proposed lane conversion will not result in shoulders of adequate width to allow for parking on the street; and therefore No Parking must be conditioned as part of the proposed conversion.

WHEREAS, Ramsey County has requested written concurrence from the City of Maplewood to restrict parking on Larpenteur Avenue between Arkwright Street and Parkway Drive, and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Maplewood does ban the parking of motor vehicles on the north and south sides of Larpenteur Avenue between Arkwright Street and Parkway Drive.

Approved by the Maplewood City Council May 11, 2015

LARPENTEUR AVENUE NO-PARKING MAP



MEMORANDUM

TO: Melinda Coleman, City Manger

FROM: Michael Thompson, City Engineer/Public Works Director
DuWayne Konewko, Parks and Recreation Director
James Taylor, Parks Manager
Steven Love, Assistant City Engineer

DATE: May 4, 2015

SUBJECT: Approval of Work Order Agreement 45B, Gladstone Improvements Phase 2, City Project 14-01

Introduction

The City Council will consider approval of agreement for professional services for final design and construction phase services for the Gladstone Improvements Phase 2, City Project 14-01.

Background

Drawing cues from the Gladstone Neighborhood Master Plan, the second phase of Gladstone will include improvements along Frost Avenue from Phalen Place (the terminus of Phase I) and extend easterly to the roundabout at English Street. The improvements will include the burial of power lines, streetscaping (similar to what was installed on Frost Avenue during Phase 1), pavement replacement and reconditioning, sidewalks, trails, new stormwater initiatives, Gladstone Savanna, and utility improvements. A mill and overlay of English Street from the Gateway Trail to Ripley Avenue is also included in this project.

Final plans and specification for the Gladstone Improvements Phase 2, City Project 14-01 were approved on February 23, 2015 by the City Council. On April 27, 2015 the City Council awarded a construction contract to Park Construction Company.

Discussion

Kimley-Horn and Associates, Inc. has submitted a proposed scope of services amendment, Work Order No. 45B, for the completion of the final design and construction phase services. This scope of services amendment is for project scope changes that arose during design and development and includes additional topographic surveying, sanitary sewer lining, pedestrian crosswalk system, coordination with Saint Paul Regional Water Services, and property owner coordination. Kimley-Horn and Associates, Inc. is the designated project engineer and will be assisting with construction administration, design team support, construction meetings, contractor submittal reviews, construction testing, and preparing record drawings.

Budget Impact

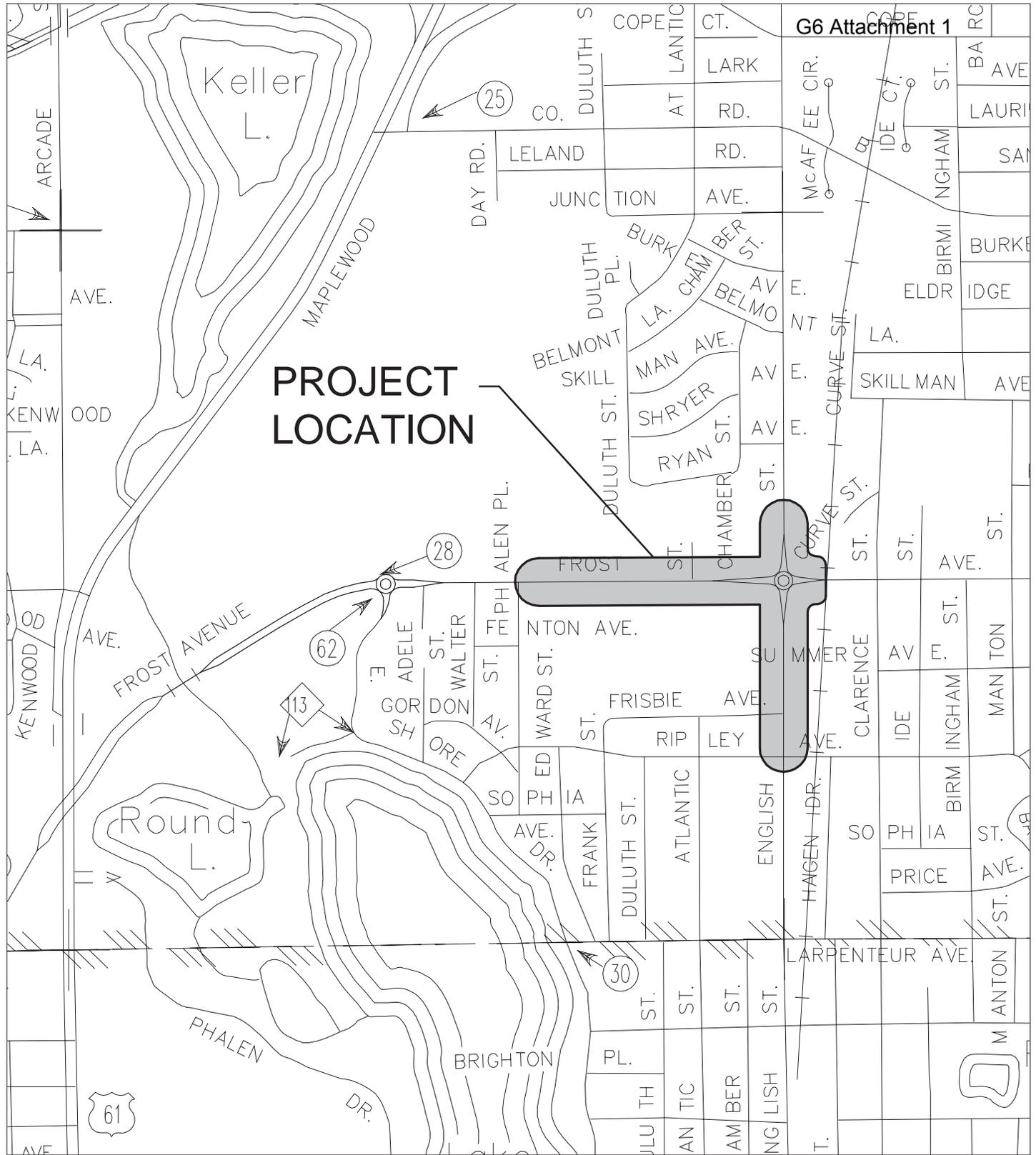
The estimated costs associated with Work Order 45B totals \$92,000. The costs associated with Work Order 45B are reflected in the budget that was approved by the City Council at the April 27, 2015 council meeting.

Recommendation

It is recommended that the council authorize the City Manager and City Engineer to sign Work Order No. 45B for final design and construction phase services for the Gladstone Improvements Phase 2, City Project 14-01 in the amount of \$92,000 with Kimley-Horn and Associates, Inc.

Attachments

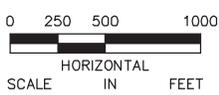
1. Project Location Map
2. Work Order No. 45B, Final Design and Construction Phase Services



K:\TWC_Civil\Civil\MAPLEWOOD\160500045-GLADSTONE PHASE 2\CADD\PLAN SHEETS\EXHIBITS\GLADSTONE_EXH-LOCATION MAP.dwg April 17, 2014 - 6:41am



City of Maplewood, Minnesota
Department of Public Works
Engineering Division



Kimley-Horn and Associates, Inc.
 2550 UNIVERSITY AVE. WEST, SUITE 345N
 ST. PAUL, MINNESOTA 55114
 TEL. NO. (651) 645-4197
 FAX. NO. (651) 645-5116

**PROJECT LOCATION MAP
 GLADSTONE PHASE 2 IMPROVEMENTS
 CITY PROJECT 14-01
 EXHIBIT 1**

INDIVIDUAL PROJECT ORDER NUMBER 45B

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Maplewood (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated December 9, 2002, which is incorporated herein by reference.

Identification of Project: Gladstone Phase 2 Improvements
City Project 14-01

General Category of Services: Additional Final Design Phase Services
Construction Phase Services

Specific Scope of Basic Services: Provide additional final design and construction phase services for the proposed Gladstone Phase 2 Improvements project as detailed in the attached Scope of Services (Exhibit A).

Additional Services if Required: None identified at this time

Deliverables: Construction Plans
Project Manual/Specifications
As-built Drawings

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in the attached Estimated Costs summary (Exhibit B).

Schedule: See attached Project Schedule (Exhibit C).

Special Terms of Compensation: None

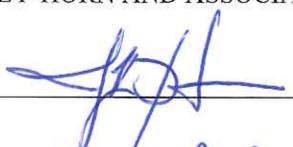
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF MAPLEWOOD

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: 5/4/15

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 45B
GLADSTONE PHASE 2 IMPROVEMENTS
CITY PROJECT 14-01

This IPO includes additional final design phase services and construction phase services for the proposed Gladstone Phase 2 Improvements project that have been required or requested by City staff as detailed below.

FINAL DESIGN PHASE

1. Data Collection

Additional topographic survey was required along Frost Avenue east of the English Street roundabout and at 1281 Frost Avenue (liquor store property). This information was needed to perform additional conceptual design requested by City staff to add/modify sidewalk locations east of the roundabout and in front of 1281 Frost Avenue.

2. Additional Final Design Tasks

City staff requested the following final design tasks:

- A. Sanitary Sewer Lining - preparation of plans and specifications for the lining of existing sanitary sewer within the project limits and additional off-site areas.
- B. Pedestrian Crosswalk System - design of an additional enhanced pedestrian crosswalk system at the intersection of Atlantic Street and Frost Avenue as a bid alternate.
- C. SPRWS Coordination - coordination and meetings with SPRWS for water service work to be included as a part of the project and for assistance with an agreement between City of Maplewood and SPRWS.

3. Meetings

- A. Open House Meetings - prepare for and attend two (2) public open house meetings.
- B. Property Owner Coordination - Coordination of and attendance at five (5) property owner field meetings to describe the proposed improvements, answer questions, and facilitate the signing of right of entry documents.

CONSTRUCTION PHASE

1. Construction Administration/Construction Project Engineer

- A. Kimley-Horn will provide a construction project engineer as the first point of contact from the design team to answer questions during construction. We have assumed 2 hours of assistance per week for 25 weeks of construction.

2. Design Team Support
 - A. Kimley-Horn will provide design team support to answer questions and conduct field visits on an as-needed basis. We have assumed 16 hours of roadway/utility engineer, 8 hours of traffic engineer, and 80 hours of landscape architect assistance.
3. Change Orders/Extra Work Requests
 - A. Kimley-Horn will participate in change order discussions and negotiations and provide input to City staff on extra work requests. We have assumed that City staff would prepare any change order documents.
4. Pre-Construction Meeting
 - A. Preparation for and attendance by two (2) Kimley-Horn staff members.
5. Weekly Construction Meetings
 - A. Attendance by Kimley-Horn as requested by City staff. We have assumed 12 weekly meetings.
6. Shop Drawing/Submittal Review
 - A. Assist City staff with the review of shop drawings. We have assumed that shop drawing review will be required for the following: landscape architecture/urban design elements, modular block retaining wall, enhanced pedestrian crossing system, storm sewer structures, bituminous mix designs, and concrete mix designs.
 - B. Kimley-Horn will review contractor submittals for traffic control/staging/detour/signing and provide input to City staff on the contractor's proposals.
7. Record Drawings
 - A. Kimley-Horn will prepare record drawings for the project. We have assumed that City staff and the contractor will provide field surveys and all plan mark-ups for record drawing preparation.
8. Construction Materials Testing Services
 - A. City staff requested Kimley-Horn to coordinate and provide construction materials testing services for the project. Kimley-Horn will use Braun Intertec as a sub-consultant for this work.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 45B
GLADSTONE PHASE 2 IMPROVEMENTS
CITY PROJECT 14-01

Kimley-Horn proposes to perform the additional services included in this IPO on an hourly (cost plus) basis. The following is a summary of the estimated costs for these additional services.

<u>Work Task</u>	<u>Estimated Fee</u>
<u>FINAL DESIGN PHASE</u>	
1. Data Collection	\$ 1,200
2. Final Design Services	\$ 17,000
3. Meetings	\$ 6,500
Subtotal Additional Final Design	\$ 24,700
<u>CONSTRUCTION PHASE</u>	
1. Construction Administration	\$ 7,500
2. Design Team Support	\$ 15,000
3. Change Orders/Extra Work Requests	\$ 3,600
4. Pre-Construction Meeting	\$ 1,000
5. Weekly Construction Meetings	\$ 6,000
6. Shop Drawing/Submittal Review	\$ 5,000
7. Record Drawings	\$ 4,000
8. Construction Materials Testing	\$ 20,000
Subtotal Construction Phase Services	\$ 62,100
Subtotal	\$ 86,800
<u>Reimbursable Expenses</u>	<u>\$ 5,200</u>
Total Estimated Cost	\$ 92,000

Work will be performed on an hourly basis using our current standard hourly rate schedule.

Our total estimated cost for the Scope of Work included as a part of this IPO is, therefore, \$92,000 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 45B
GLADSTONE PHASE 2 IMPROVEMENTS
CITY PROJECT 14-01

The updated schedule for the implementation of the project is as follows:

City Council Approves Plans & Specs and Authorizes Ad for Bids	February 23, 2015
Advertise for Bids/Post to QuestCDN	March 4, 2015
Bid Opening	March 27, 2015
Award Contract	April 27, 2015
Start Construction	May 2015
Construction Complete	November 2015

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director

DATE: May 11, 2015

RE: Approval of First Amendment to the Joint Powers Agreement with the City of Mahtomedi for Beach Operations

Introduction

The City of Mahtomedi and the City of Maplewood have entered into and are subject to the Joint Powers Agreement regarding the operation of the Mahtomedi Beach dated January 27, 2014. The agreement is for a three-year term, beginning in 2014 and concluding at the end of the 2016. The agreement requires the City of Maplewood to provide certain lifeguard and related personnel and professional oversight to the City of Mahtomedi for its beach operation in exchange for monies.

The City of Maplewood has entered into an Operation Partnership Agreement with the YMCA and has assigned to the Agreement all of its aquatic programming, including the securing, training, certifying and scheduling of lifeguards. The Operational Partnership Agreement is attached for your review as Exhibit A.

The parties agree that the City of Maplewood is the primary Obligor and responsible party for the provisioning of lifeguard services per the Joint Power Agreement. The parties would like to memorialize that actual provisioning of lifeguard services shall be done by the YMCA, under contract with the City of Maplewood, in their Joint Powers Agreement. The First Amendment to the Joint Powers Agreement between the City of Maplewood and the City of Mahtomedi regarding the operation of Mahtomedi Beach is attached for your review as Exhibit B.

City Attorney Kantrud has reviewed and approved the First Amendment to the Joint Powers Agreement between the two cities. The fees pursuant to the original agreement approved by council on January 27, 2014 will remain as stated.

Recommendation

Staff is recommending Council approve the First Amendment to the Joint Powers Agreement between the City of Maplewood and the City of Mahtomedi regarding the operation of Mahtomedi Beach.

Attachments

1. Exhibit A
2. Exhibit B

AGREEMENT

THIS AGREEMENT is made on this 9 day of MARCH, 2015, by and between Young Men's Christian Association of the Greater Twin Cities, a non-profit corporation, and the City of Maplewood. Young Men's Christian Association of the Greater Twin Cities, with its headquarters at 2125 E. Hennepin Ave., Minneapolis, Minnesota, 55413, will hereinafter be referred to as the "YMCA". The City of Maplewood, with its headquarters at City Hall, 1830 County Road B E, Maplewood, Minnesota, 55109, will hereinafter be referred to as the "City".

WHEREAS, the City owns and operates the Maplewood Community Center located at 2100 White Bear Avenue in Maplewood, Minnesota 55109, which will hereinafter be referred to as "MCC" and the YMCA owns and operates White Bear Area branch YMCA, located at 2100 Orchard Lane, White Bear Lake, Minnesota, 55110;

WHEREAS, the City desires to work with the YMCA to create a vision for future operations and support of the mission of the MCC;

WHEREAS, the City desires to support the YMCA through its vision to serve relentlessly with the community until all can thrive in each stage of life; and

WHEREAS, the City and the YMCA have negotiated an agreement for the direct operation of the Aquatic Center, which consists of the room housing the swimming pools at the MCC, and related programming and to support City staff in the overall management of the MCC.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by the parties hereto as follows:

1. **THE SCOPE** of this Agreement shall include:

- A. **ON SITE AQUATICS AT MCC.** The YMCA will assume direct operational leadership and supervision of the MCC Aquatic Center, swimming lessons held there, and all related aquatic operations conducted at the MCC, excluding group-rentals of the pool/aquatics area.
- B. **OFF SITE AQUATICS OPERATED BY MCC.** YMCA will fulfill MCC's contractual obligations to provide lifeguarding services at Silver Lake Beach, 2601 19th Ave. E., North St. Paul, Minnesota, 55109, and at Mahtomedi Beach, 600 Stillwater Road, Mahtomedi, Minnesota, 55115. The City agrees not to amend these contracts without the YMCA's consent. Additionally, the City currently has an aquatics-specific Joint Powers Agreement with Independent School District No. 622 which is not included in the scope of this Agreement.
- C. **MANAGEMENT SERVICES AT MCC.** The YMCA will support staff with the responsibility for overall management of the MCC as described in Exhibit A, working in coordination with the City's Parks and Recreation Director.
- D. **MARKETING SUPPORT FOR MCC.** Through the management position provided by the YMCA as described in Section 1C and Exhibit A, the YMCA will provide

MCC-specific marketing recommendations to the City's Parks and Recreation Director. The City agrees to assign 20% of a FTE administrative position to create marketing deliverables and to provide for a \$35,000 annual budget. This arrangement is further described in Exhibit B.

2. **YMCA OPERATIONS** will include the direct employment of aquatics staff, the ability to set standards relating to aquatics operations, and control over the branding and pricing of swimming lessons in consultation with the City's Parks and Recreation Director.
 - A. **GENERAL AQUATICS.** Through this Agreement, the YMCA shall be responsible for the direct employment of a full time exempt aquatics supervisor and all aquatics staff, such as lifeguards and swimming lesson instructors at the MCC and the beaches referenced in Sections 1A and 1B. All aquatic employees will be identified as YMCA staff.
 - B. **BRANDING.** The MCC Aquatic Center will be branded with YMCA signage and logos identified and supplied by the YMCA. Swimming lessons conducted at the MCC will also be branded by the YMCA and known as "YMCA Swim Academy." Branded elements will be removed by the YMCA at the termination of this agreement.
 - C. **SUPPLIES & EQUIPMENT.** The YMCA will be responsible for purchasing: supplies and equipment used by pool users, lifeguards and swimming instructors including staff uniforms, rescue tubes, kick boards, recreational noodles, and similar items. The City will be responsible for purchasing: first aid supplies, chemicals necessary for pool operation or maintenance, engineering supplies, mechanical parts, custodial supplies, deck equipment such as lifeguard chairs, lounges, or member/user amenities, or equipment required for the general maintenance, operations, and engineering systems of the aquatic center.
 - D. **AQUATIC STANDARDS & CERTIFICATIONS.** The YMCA will identify and describe its standard operating procedures for aquatics operations and maintains the right to identify and select these criteria as they relate to aquatics operations, including certifications for lifeguards, swimming instructors, and any other staff directly supervised by the YMCA. The YMCA will assume all costs associated with training and certification of all lifeguards.
 - E. **AQUATIC SWIM LESSON PRICING, REGISTRATIONS, AND RENTALS.** YMCA will identify pricing for swim lessons in consultation with City's Parks and Recreation Director. Initial prices will be \$64 for MCC members and \$79 for non-members, using a pro-rated daily rate to determine fees for non-standard session lengths. All registrations will be processed by MCC staff and made available to the YMCA for auditing purposes. MCC staff will work with YMCA Aquatic staff regarding scheduling of pool rentals.
 - F. **HIRING OF AQUATIC STAFF.** As it hires staff for the MCC Aquatic Center and beaches, YMCA will provide first priority to currently employed MCC lifeguards who wish to continue working at the MCC as YMCA employees. MCC lifeguards will be given first priority in an interview process and may be hired at YMCA wages provided they satisfy YMCA hiring standards, such as passing a YMCA criminal background check, demonstrating competencies required of

lifeguards by the YMCA, and possessing valid certifications identified by the YMCA. YMCA retains the right to not hire current MCC lifeguards if they fail to satisfy YMCA hiring standards.

3. **MCC RULES AND REGULATIONS.** The YMCA, in conjunction with the MCC, shall have the responsibility for drafting rules and regulations for the use in the MCC aquatic center. These rules and regulations shall be posted in appropriate places throughout the MCC. The YMCA shall have the power to enforce these rules and regulations, and in the event of an emergency, YMCA personnel reserve the right to unilaterally direct all people within the MCC aquatic center according to YMCA protocol. However, if the MCC aquatic center is being used for City or MCC purposes not described within this Agreement, the City shall have the primary responsibility for enforcing and agrees to enforce the rules and regulations for the MCC and agrees to educate those participating in or observing the programs of the importance and necessity of complying with the rules and regulations.
4. **SCHEDULING OF AQUATIC CENTER.** The YMCA and the City shall meet not less than quarterly, and upon request of either party, to establish pool schedules for use of the MCC aquatics center.
5. **TERM.** Both the City and the YMCA may terminate the Agreement with or without cause effective April 30, 2016 by providing written notice by Feb. 28, 2016 to terminate the Agreement. Both the City and the YMCA may terminate the Agreement with or without cause effective April 30, 2017 by providing written notice by Feb. 28, 2017 to terminate the Agreement.
6. **REVENUE SHARING AND FEES.** Operational fees paid to the YMCA by the City for the purposes of this Agreement, and revenue shared between the organizations, shall be as follows:

See Exhibit C

7. **Operations and Maintenance.** The City shall operate and maintain the MCC in a safe and proper manner and in conformance with all Minnesota laws and rules related to public pools. The City shall be responsible for providing safe, clean and sanitary conditions in and about the MCC. The City shall be responsible for all maintenance of the exterior and interior of the MCC, including, but not limited to, landscaping, parking lots, sidewalks, the roof, the pool, the mechanical and electrical components of the MCC, the HVAC system, signs, lighting, water filtration, heating and cooling, and plumbing. The City shall be responsible for any contracts for furnishing electricity, gas, fuel, water, telephones, computer service, window cleaning, snow and ice removal, lawn maintenance, trash or rubbish hauling or any other services the City deems necessary or required to operate and maintain the MCC. The City shall pay or cause to be paid all MCC financing indebtedness, real estate and property taxes, and other ownership and operational expenses for the MCC. The City shall obtain insurance that may be necessary to insure the interests of the City and the YMCA in the operation and use of the MCC and shall maintain property insurance for the full replacement value of the MCC. The City and the YMCA shall require criminal history background checks for all employees employed by the City or the YMCA to perform operations services at the MCC.

8. Indemnity and Insurance.

- a. **YMCA to City:** To the extent permitted by law, the YMCA shall indemnify and defend the City and its employees, agents and contractors, and save them harmless from and against all claims, losses or liabilities arising out of damage to property of, or injury to, any third parties or the City, including the City's employees, agents and contractors, occasioned by or caused in connection with the acts or omissions of the YMCA or the YMCA's employees, agents and contractors, and all costs, fees and reasonable attorneys' fees, including in-house or staff attorneys' fees, incurred in connection therewith. The YMCA shall include the City as an additional insured on any policies of liability insurance carried by the YMCA relating to the MCC. Furthermore, all policies of liability insurance maintained by the YMCA shall contain a waiver of subrogation as to the City and shall be at limits no less than the liability limits of the City's liability insurance. The YMCA shall provide certificates of insurance to the City evidencing all insurance coverages required pursuant to this Agreement on an annual basis.
- b. **City to YMCA:** To the extent permitted by law, the City shall indemnify and defend the YMCA and its employees, agents and contractors and save them harmless from and against all claims, losses or liabilities arising out of damage to property of, or injury to, any third parties or the YMCA, including YMCA employees, agents and contractors, occasioned by or caused in connection with the acts or omissions of the City or the City's employees, agents, and contractors, and all costs, fees and reasonable attorneys' fees, including in-house or staff attorneys' fees, incurred in connection with the City's use of the MCC. The City shall include the YMCA as an additional insured on any policies of liability insurance carried by the City relating to the MCC. All policies of liability insurance maintained by the City shall contain a waiver of subrogation as to the YMCA. The City shall provide certificates of insurance to the YMCA evidencing all insurance coverages required pursuant to this Agreement on an annual basis.

9. **Dispute Resolution Procedure:** All disputes arising between the parties involving the interpretation or application of the terms and conditions of this Agreement, including, but not limited to, any alleged breach and the rights and obligations of the parties, both monetary and non-monetary, shall be subject to the dispute resolution procedure set forth herein.

- a. **Informal Meeting:** The first stage of dispute resolution shall be an informal meeting between the Director of the White Bear Area Branch YMCA, or his or her designee, and the City's Parks and Recreation Director, or his or her designee.
- b. **Conference:** The second stage of dispute resolution shall be a conference. When a dispute has arisen between the parties and is not settled promptly in the normal course of business, the complaining party shall notify the other party of its complaint by means of a brief written statement. The statement shall describe with specificity the alleged wrong and shall set forth the complaining party's position. Within ten (10) calendar days of receipt of the complaining party's written statement, the parties shall meet. Each party may designate those person(s) who will meet as representatives on that party's behalf. The complaining party will present its position, claims,

defenses, and other relevant information. Following the complaining party's presentation, the other party will present its position, claims, defenses, and other relevant information. Each party shall have up to one (1) hour to make its presentation. Immediately following the parties' presentations, the parties shall meet for the purpose of resolving the dispute.

- c. **Mediation:** The Third stage of dispute resolution shall be mediation. If the parties have not resolved the dispute within thirty (30) days of receipt of the written complaint, each party may require the dispute be submitted for mediation. If the parties are unable to agree on a mediator within ten (10) days following a request for mediation, the parties shall request that the Mediation Center for Dispute Resolution, 1536 Hewitt Avenue, St. Paul, Minnesota, appoint a mediator. The parties agree to share equally all fees incurred in the mediation. The parties shall submit to mediation for a minimum of eight (8) hours. The parties agree that the mediation proceedings are private and confidential. If, at the end of eight (8) hours of mediation, the parties have not resolved the dispute, the parties may agree to extend the hours of mediation.
- d. **Arbitration:** The fourth stage of dispute resolution shall be final and binding arbitration. If the parties are unable to resolve the dispute by means of mediation and the requisite minimum eight (8) hours of mediation have been fulfilled, either party may submit the dispute to binding arbitration. Arbitration proceedings shall be governed by the then-existing commercial arbitration rules of the American Arbitration Association (AAA) and shall be heard and decided by a single arbitrator.

The parties agree to bear equal responsibility for the fees of AAA, including the fees of the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event that arbitration services are not available from AAA, either party may request that an arbitrator be appointed by the Chief Judge of the Second Judicial District Court.

- e. **Compliance:** The parties deem the dispute resolution procedure as set forth herein to be an integral and essential part of this Agreement. A party's failure to comply in all respects with the procedure shall be a substantial breach of the Agreement. The arbitrator shall be authorized to assess costs and attorney's fees against a party that has failed to comply with the procedure in all respects, and, may as a condition precedent to arbitration, require the parties to comply with the conference and mediation stages.
10. **Amendments, Changes, Modification.** This Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of the City and the YMCA.
 11. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the City and the YMCA and their respective successors and assigns.
 12. **Notices.** Any notice, request, consent or approval, required or permitted to be given hereunder, shall be in writing and shall be deemed effective (a) on the date delivered, if hand delivered, (b) on the date mailed by registered or certified U.S. Mail, return receipt requested, with adequate postage affixed, or (c) on the date

when sent, charges pre-paid, if delivered by commercial overnight delivery service or U.S. Express Mail, as evidenced by service receipt or Express Mail postmark. Notice shall be addressed to the addresses stated below or to such other address or addressee as may from time to time be designated by either party by notice similarly given

Address of the YMCA: Young Men's Christian Association
of the Greater Twin Cities
2125 East Hennepin Avenue
Minneapolis, MN 55413
Attn: Chief Operating Officer

Address of City: City of Maplewood
1830 County Road B East
Maplewood, MN 55109
Attn: Parks & Recreation Director

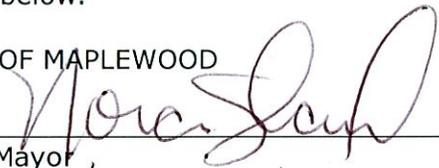
13. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
14. **Breach.** If the City does not maintain the MCC, its aquatic center or the equipment, the YMCA shall, upon providing 60 days' written notice to the City except in the event of an emergency, have the right to incur such costs and to take such actions as are reasonable to rectify the City's failure, and the YMCA should be entitled to immediate reimbursement from the City, with interest and costs of collection. Additionally, minor delays in the execution of various articles of this Agreement, such as the failure by either party to pay monthly charges, will not trigger the serial dispute resolution procedures in Section 9, unless such delays exceed 60 days.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.
16. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define or describe the scope or intent of any provisions or sections of this Agreement.
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
18. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all Agreements, representations, warranties, statements, promises, and understandings, whether oral or written, with respect to subject matter hereof. No party will be bound by or charged with any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.
19. **Laws.** The City, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and any other governmental entity having jurisdiction over the MCC relating to use of the MCC.

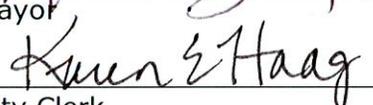
20. **Data Practices Compliance.** YMCA will have access to data collected or maintained by the City to the extent necessary to perform YMCA's obligations under this Agreement. YMCA agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13 (the "Act"). YMCA will not release or disclose the contents of data classified as not public to any person except at the written direction of the City or as otherwise required by law. YMCA agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of YMCA's failure to comply with the requirements of the Act.
21. **Nondisclosure and Nonuse Obligations.** YMCA will use any Confidential Data, as explicitly identified by the City as Confidential Data, solely to perform Services contemplated herein for the benefit of City. YMCA agrees that it shall treat all Confidential Data of City with the same degree of care as it accords to its own Confidential Data, and YMCA represents that it exercises reasonable care to protect its own Confidential Data. If YMCA is not an individual, YMCA agrees that it shall disclose Confidential Information only to those employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment, or in order to obtain the Confidential Data, to be bound by terms and conditions substantially similar to those of the Agreement. YMCA agrees not to communicate any information to City in violation of the Proprietary rights of any third party. YMCA will immediately give notice to City of any unauthorized use or disclosure of the Confidential Data. YMCA agrees to assist City in remedying any such unauthorized use or disclosure of the Confidential Data.
22. **Exclusions from Nondisclosure Obligations.** YMCA's obligations under the Nondisclosure and Nonuse Obligations section with respect to Confidential Data shall terminate when YMCA can document that: (a) the information was in the public domain at or subsequent to the time it was communicated to YMCA by the disclosing party through no fault of YMCA; (b) the information was rightfully in YMCA's possession free of any obligation of confidence at or subsequent to the time it was communicated to YMCA by the disclosing party; or (c) the information was developed by employees or agents of YMCA independently of and without reference to any information communicated to YMCA by the disclosing party. If YMCA is required to disclose the Confidential Data in response to a valid order by a court or other government body, or as otherwise required by law or as necessary to establish the rights of either party under the Agreement, YMCA agrees to provide City with prompt written notice so as to provide City with a reasonable opportunity to protect such Confidential Data.
23. **Disclosure of Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
24. **Return of City Property.** All materials (including, without limitation, content articles, documents, drawings, models, apparatus, sketches, and lists but excluding items purchased and supplied by the YMCA such as YMCA branded signs, materials, and equipment) furnished to YMCA by City, whether delivered to YMCA by City or made by YMCA in the performance of services under the Agreement (collectively referred to as the "City Property") are the sole and exclusive property of City and/or its suppliers or customers. YMCA agrees to promptly deliver the original and any copies of the City Property to City at any time upon City's request. Upon termination of the Agreement by either party for any reason, YMCA agrees to promptly deliver to City or destroy, at City's option, the original and any copies of the City Property.

Within five (5) days after the termination of the Agreement, YMCA agrees to certify in writing that YMCA has so returned or destroyed all such City Property.

WHEREFORE, the parties hereto have executed this Agreement on the respective dates set forth below.

CITY OF MAPLEWOOD

By: 
Its: Mayor

By: 
Its: City Clerk

Dated: 3.13.2015

YMCA OF GREATER TWIN CITIES

By: 
Its: Chief Operating Officer

Dated: 3/20/15

Exhibit A

MANAGEMENT SERVICES AT MCC. The YMCA shall hire and supervise a full time manager to support staff at the MCC. Through this position, the YMCA will directly supervise aquatic operations. This position will interface with the other major departments, including Fitness, Banquet, Child Care, Concessions, Admissions, Engineering, Custodial, and Membership. The City's Parks and Recreation Director will directly supervise all other employees at the MCC.

Through this position, the YMCA will leverage its management expertise in assisting staff with the overall management of the MCC, in coordination with the City's Parks and Recreation Director and which will be supported by a YMCA committee led by the Director of the White Bear Area YMCA and the related YMCA operational vice president, among others.

Exhibit B

MARKETING LEADERSHIP FOR MCC. Through the full time manager described in Exhibit A, the YMCA, in consultation with the Parks and Recreation Director and other MCC staff, shall provide an annual MCC-specific marketing plan funded by a separate budget independent of all other fees associated with this Agreement and designated by the City as the MCC's annual marketing budget. This amount is to be at least \$35,000 per annum. The City further agrees to designate 20% of a FTE administrative employee to support the creation of this plan and to design and create marketing deliverables in fulfillment of the plan.

The scope of marketing deliverables to be included in this plan will not include television or radio advertising, and will consist primarily of direct mail postcards, flyers, posters, and brochures designed and created by the City's 20% FTE administrative employee working with the YMCA's full time manager.

Exhibit C**Fees and Revenue Sharing.**

- a. ON-SITE AQUATICS. The fee for Aquatic Services as identified in Section 1A shall be \$150,000 to operate the aquatic center and run swimming lessons for Year 1, the period of May 1, 2015 through April 30, 2016, which is an adjusted amount for the Year 1 base fee of \$157,500 in recognition that the pool will be open for use by swimmers for only 11 months during Year 1.
- b. OFF SITE AQUATICS. The Year 1 base fee for Aquatic Services (lifeguarding) as identified in Section 1B shall be \$30,000. Supervision of these beaches may be assigned to YMCA staff housed at MCC or to White Bear Area YMCA staff.
- c. MANAGEMENT & MARKETING SERVICES. The fee for Management and Marketing Services as identified in Sections 1C and 1D is \$75,996 for the 13-month period of March 30, 2015 to April 30, 2016, based on an annualized Year 1 base fee of \$70,150.
- d. EXPENSE INFLATION ADJUSTMENT. The YMCA shall have the right to increase Year 1 base fees as identified in Exhibit C.A, C.B, and C.C. by up to 2% for each of years 2 and 3 of this Agreement to adjust for expense inflation. These increases shall be made in a compounding fashion. YMCA shall inform the City of its decision by October 31 of the preceding year.

- e. REVENUE and REVENUE SHARING. The City retains all revenue derived from its contracts to operate the beaches identified in Sections 1B and from any group pool rentals in the MCC Aquatic Center. The YMCA shall retain 100% of revenue collected from any other aquatic programming, excluding space rentals, held at the MCC or the beaches identified in Section 1B.

The YMCA will collect all revenue for swimming lessons from the MCC following the point of sale and direct such revenue through its own financial accounting systems. The City shall be paid 25% of participant fee revenue collected for the YMCA Swim Academy swim lesson program, which the YMCA shall pay to the City on a quarterly basis. The YMCA shall keep the remaining 75% of the revenue. With respect to the YMCA Swim Academy revenue sharing, in Year 1, the YMCA guarantees a minimum payment of \$25,000 to the City, and the City and the YMCA will mutually establish a guaranteed minimum for Years 2 and 3 based on a projection of Year 1 enrollment.

- f. The YMCA will invoice the City and the City shall pay on a monthly basis for the fees described in Sections 6A, 6B, and 6C.
- g. The YMCA shall pay a Maintenance Fee quarterly to the City of Maplewood, to be used solely for the upkeep, maintenance, and improvement of the MCC aquatic center. In Year 1, this amount shall be \$5,000. In Year 2, \$6,000. In Year 3, \$7,000.

Fee Schedule Summary

Fees and revenue sharing components (per year) of contract agreement are as follows:

- YMCA base fee for managing and operating the MCC Aquatic Center is \$157,500 (first year fee is \$150,000) due to the aquatic center operating only eleven months;
- YMCA fee for managing the City of Maplewood's Beach Contracts is \$30,000;
- YMCA fee for marketing and management services is \$70,150 (first year fee is \$75,996 due to start date of April 1, 2015);
- YMCA fees are subject to a 2% increase for an inflation adjustment for years 2 and 3 of the contract;
- City retains all revenue from beach contracts and pool rentals, approximately \$46,000 and \$9,500 respectively;
- City shall be paid 25% of participant fee revenue collected from swimming lessons with a minimum guarantee of \$25,000 for each year of contract – first year goal is \$39,000;
- YMCA shall pay an annual maintenance fee of \$5,000 for first year of contract, \$6,000 for second year and \$7,000 for the third year.

FIRST AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN THE CITY OF
MAHTOMEDI AND THE CITY OF MAPLEWOOD REGARDING THE OPERATION OF
MAHTOMEDI BEACH

RECITATIONS

1. The City of Mahtomedi and the City of Maplewood have entered into and are subject to that certain Joint Powers Agreement regarding the operation of Mahtomedi Beach dated January 27th, 2014.
2. The Agreement requires the City of Maplewood to provide certain lifeguard and related personnel and professional oversight to Mahtomedi for its Beach in exchange for monies.
3. The Agreement was for a three-year term, beginning in 2014 and concluding in 2016.
4. The City of Maplewood has entered into an Operational Agreement with the YMCA and has assigned to it all of its aquatic programming, including the securing, training, certifying and scheduling of lifeguards. That Agreement is attached hereto as Exhibit A.
5. The Parties hereby agree that the City of Maplewood is the primary Obligor and responsible party for the provisioning of lifeguard services per the Joint Powers Agreement.
6. The Parties would like to memorialize that the actual provisioning of lifeguard services shall be done by the YMCA, under contract with the City of Maplewood, in their Joint Powers Agreement.

NOW, THEREFORE, THE PARTIES BOTH BEING DULY ADVISED, HEREBY AGREE AS FOLLOWS:

1. That the Joint Powers Agreement dated January 27, 2014, shall remain in full force and effect through the year 2016.
2. That the **Purpose Section** of the JPA be **amended** to read:

“It is the City of Mahtomedi’s desire that the City of Maplewood, through the Maplewood Community Center (MCC) or its designee or assign, hire train supervise and manage personnel to work at Mahtomedi Beach under the terms of, and during the time period set forth in, this agreement below.”

3. That the **AGREEMENT Section** of the JPA, **under 1.) Services Provided.** be **amended** to read:
 1. Services Provided. The City of Maplewood or its designee or assign shall provide the following services:

4. That all other terms and conditions shall remain in full-force and effect for the term of the original Agreement including the **INSURANCE Section** of the JPA whereby the Cities of Mahtomedi and Maplewood mutually agreed to indemnify and hold each other harmless for any and all occurrences relating to coordination, supervision, management, instruction, lifeguarding and all other relevant issues relating to the coordination and operation of a comprehensive aquatics program, and the City of Maplewood hereby agrees to indemnify and hold the City of Mahtomedi harmless for any and all occurrences relating to coordination, supervision, management, instruction, lifeguarding and all other relevant issues relating to the coordination and operation of a comprehensive aquatics program that are provided by the City of Maplewood’s designees or assigns.

CITY OF MAHTOMEDI
 600 Stillwater Road
 Mahtomedi, MN 55115

Dated _____, 2015

By _____
 Mayor

CITY OF MAPLEWOOD
 1830 County Road B East
 Maplewood, MN 55109

Dated _____, 2015

By _____
 Mayor

AND

By _____
 City Clerk

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director

DATE: May 11, 2015

RE: Approval to Adjust Contract Amount with Metro Sound and Lighting Inc. for MCC Sound Improvements in Banquet Room

Introduction

Council approved a contract with Metro Sound & Lighting Inc. in the amount of \$23,090 for the replacement of the MCC Banquet Room Public Address System at the April 27, 2015 Council meeting. Staff received proposals from Tierney Brothers in the amount of \$20,624.93 and Metro Sound & Lighting Inc. in the amount of \$23,090.00. Staff inadvertently forgot to include sales tax figures in these two proposals. With the addition of the sales tax, the two quotes from Tierney Brothers and Metro Sound & Lighting Inc. should have been \$22,094.46 and \$24,850.61 respectively. Staff apologizes for this oversight.

Recommendation

Staff is recommending Council approval for the City Manager to enter into a contract with Metro Sound and Lighting Inc. in the amount of **\$24,850.61** (sales tax increase of \$1,760.61) for the replacement of the MCC Banquet Room Public Address System. Monies for this improvement will come from the issuance of an Equipment Certification Bond.

Attachments

None

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, Director Citizen Services
DATE: May 6, 2015
SUBJECT: Approval of a Temporary Lawful Gambling - Local Permit and Waiver of Permit Fees for the St. Paul East Parks Lions Club, 2020 White Bear Avenue

Introduction

An application for a temporary Lawful Gambling – Local permit has been submitted by Thomas O’Ryan on behalf of the St. Paul East Parks Lion Club, 1821 Myrtle St in Maplewood.

Background

This permit will be used for the club’s annual participation at the Ramsey County Fair from Wednesday, July 15 through Monday, July 20, 2015. Proceeds from the event will be used for 501(c) organizations within the Community. Upon application, Mr. O’Ryan has requested that a portion of this permit fee (\$232.00 of the total \$290.00) be waived.

In addition, Mr. O’Ryan has also submitted a temporary On-Sale 3.2 Beer permit for the event, in which he has requested the \$55.00 fee per day be waived (total of \$275.00).

Budget Impact

None

Recommendation

Staff recommends that Council approve the temporary Lawful Gambling – Local permit, and requested fee waivers for the St. Paul East Parks Lion Club for the Ramsey County Fair on July 15– 20, 2015 at 2020 White Bear Avenue, Maplewood.

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Karen Haag, Citizen Services
DATE: April 6, 2015
SUBJECT: Approval of Clarification to Carey Communications Consulting Contract

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. At the April 13, 2015 city council meeting the consulting contract with Carey Communications was approved for 2015 – 2016.

Background

As you recall during the 2015 budget preparation the Maplewood Living was reduced from twelve to nine issues. Due to that, the requirement in calculating revenue used to offset the cost of the publications needs to be reworded so that the Consultant has opportunity to secure the required ad revenue and meet City expectations. The requested changes are noted in the attached contract.

Budget Impact

The Contract is budgeted for in the 2015 budget and revenues are monitored biannually.

Recommendation

It is recommended that the council approve the clarification to contract changing the advertising sales expectations from a quarterly basis to six month calculations.

Attachment: Independent Contractor Consulting Contract

**CITY OF MAPLEWOOD INDEPENDENT CONTRACTOR
CONSULTING CONTRACT**

This agreement is entered into on April 13, 2015 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 April 13, 2015 and continue on a weekly basis at the discretion of the City and Consultant, terminating on December 31, 2016, 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.

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Consultant Contract – Heidi Carey
April 8, 2015

C. DELIVERABLES AND COMPENSATION

Deliverables

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

- Nine 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
- Work with Government Television Network (GTN) to create 6 twenty-five minute programs annually highlighting city events, businesses, etc. These programs will also feature the Mayor, City Council and city staff as directed by the Citizen Services Director
- 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 ~~\$2,700.00~~\$5,400 biannually 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.

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 Haag. 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.

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 Consultant Contract – Heidi Carey
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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 ~~\$2,700.00~~5,400 minimum advertising requirement ~~each quarter~~biannually. If Consultant fails to meet these deliverable requirements (except for the advertising minimum) ~~in any given quarter~~biannually, 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 ~~\$2,700.00~~5,400 per quarterbiannually, 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 ~~\$3,600.00~~7,200 of advertising revenue ~~in a quarter~~biannually, the City shall pay Consultant an additional commission on such sales as follows:

<u>Additional Ad Revenue Biannually:</u>	<u>Commission Percentage</u>
First \$100 - \$498-748 over \$3,600 <u>6,750</u>	20%
Next \$499749 - \$1,500 <u>2,250</u> over \$3,600 <u>6,750</u>	25%
Next \$1,501 <u>2,251</u> over \$3,600 <u>6,750</u>	30%

Additional Work

Additionally, Consultant shall be available to perform “Additional Work’ at an hourly rate of \$70.00 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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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 \$70.00 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 Haag, Director Citizen Services
1830 County Road B East
Maplewood, MN 55109
Fax (651) 249-2059
Email: karen.Haag@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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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:

Melinda Coleman, City Manager

Date: _____

Karen Haag, City Clerk

Date: _____

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Karen Haag, Citizen Services Director

DATE: May 5, 2015

SUBJECT: Approval of Second Reading of Ordinance Amending Chapter 14, Article XVIII Relating to the Sale of Tobacco-Related Products

Introduction

During the 2014 Minnesota Legislative sessions, the Minnesota Clean Indoor Air Act (MCIAA) was amended to include the use of electronic cigarettes within the definition of smoking, and to restrict the use of electronic cigarettes in certain types of facilities. Local government has retained the authority to adopt and enforce more stringent measures related to the use of electronic cigarettes.

Background

A Public Hearing was conducted at the May 27, 2015 city council meeting to approve the first reading of proposed changes to the ordinance relating to the sale of tobacco and tobacco related products. The first reading of the ordinance passed.

Specifics of the proposed code amendments (See Attached) for Council approval include:

1. Prohibiting the sale of tobacco products by anyone under the age of 18
2. Restricting cigar package size to five (5) cigars and setting a minimum price for a single cigar to \$2.60
3. Prohibiting the sampling of electronic cigarettes in retail tobacco establishments
4. Imposing the same licensing and sales regulations on e-cigarettes as with any other tobacco products
5. Including the term "kiosk" in the current definition of "moveable places of business"

MN §461.19 dictates that in order for the governing body to consider adoption or substantial amendments to the ordinance current licensees must be given at least 30 days notice prior to the meeting when the proposed changes will be made. A letter including the proposed ordinance was sent via US Mail on March 27, 2015, notifying license holders that the first reading of the proposed ordinance would be on the council agenda April 27, 2015.

Recommendation

Approve second reading of ordinance amending Chapter 14, Article XVIII relating to the sale of tobacco-related products or direct staff to make changes for council consideration at a future meeting.

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE XVIII OF THE CITY CODE OF ORDINANCES RELATING TO THE SALE OF TOBACCO RELATED PRODUCTS

The Maplewood City Council approves the following revision to the Maplewood Code of Ordinances:

ARTICLE XVIII. - TOBACCO-RELATED PRODUCTS

- Sec. 14-1371. - Recitals.**
- Sec. 14-1372. - Purpose.**
- Sec. 14-1373. - Definitions.**
- Sec. 14-1374. - License required.**
- Sec. 14-1375. - Basis for denial of license.**
- Sec. 14-1376. - Prohibited sales.**
- Sec. 14-1377. - Smoking prohibited.**
- Sec. 14-1378. - Compliance checks and inspections.**
- Sec. 14-1379. - Violations and penalty.**
- Secs. 14-1380—14-1400. - Reserved.**

ARTICLE XVIII. - TOBACCO-RELATED PRODUCTS

FOOTNOTE(S):

--- (10) ---

Editor's note— Ord. No. 920, §§ 1—9, adopted Mar. 26, 2012, amended Art. XVIII in its entirety to read as set out herein. Former Art. XVIII, §§ 14-1371, 14-1372, pertained to similar subject matter and derived from Ord. No. 823, § 10-22, adopted Feb. 25, 2002.

State Law reference— Authority of city to license and regulate the sale of tobacco, Minn. Stats. § 461.12.

Sec. 14-1371. - Recitals.

The Minnesota Legislature has enacted the Minnesota Clean Indoor Air Act (Minn. Stats., §§ 144.411 to 144.417), the purpose of which is to protect employees and the general public from the hazards of secondhand smoke by eliminating smoking in public places, places of employment, public transportation and at public meetings, and nothing in the Minnesota Clean Air Act prohibits the city from enacting and enforcing more stringent measures to protect individuals from secondhand smoke. Pursuant to this authority and for the purpose of protecting individuals from the hazards of secondhand smoke, the city has determined that it is in the best interest of the public to prohibit the lighting of tobacco or the use of an electronic delivery device in a retail establishment by a customer or potential customer for the purpose of sampling tobacco products or electronic delivery devices.

(Ord. No. 920, § 1, 3-26-2012)

Sec. 14-1372. - Purpose.

The city recognizes the public health hazards of exposure of individuals to secondhand smoke. This article is intended to regulate the sale, possession, and use of tobacco, ~~tobacco products, and~~ tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco, ~~tobacco products, and~~ tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products to protect individuals from the hazards of secondhand smoke and tobacco use, and to further the official public policy of the State of Minnesota as stated in Minn. Stats. §§ 144.391 and 144.412, as they may be amended from time to time.

(Ord. No. 920, § 2, 3-26-2012)

Sec. 14-1373. - Definitions.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Child-resistant packaging means packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015 and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

Cigar means any roll of tobacco that is wrapped in tobacco leaf or in any substance containing tobacco, with or without a tip or mouthpiece, that is not a cigarette as defined in Minn. Stat. §297F.01, subd.3, as amended from time to time.

Compliance checks means the system the city uses to investigate and ensure that those authorized to sell tobacco, ~~tobacco products,~~ tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery ~~devices-products~~ are following and complying with the requirements of this article. Compliance checks shall involve the use of minors as authorized by this article.

Compliance checks shall also mean the use of minors who attempt to purchase tobacco, ~~tobacco products,~~ tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery ~~devices-products~~ for educational, research and training purposes as authorized by state and federal laws. Compliance checks may also be conducted by other units of government for the purpose of enforcing appropriate federal, state or local laws and regulations relating to tobacco, ~~tobacco products,~~ tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery ~~devices-products~~.

Electronic delivery devices means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to stimulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic Delivery Device includes any component part of such a product whether or not sold separately. Electronic Delivery Device does not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment for other medical purposes, and is being marketed and sold solely for that approved purpose.

Individually packaged means the practice of selling any tobacco or tobacco product wrapped individually for sale. Individually-wrapped tobacco and tobacco products shall include, but [shall] not be limited to, single cigarette packs, single cigars, single bags or cans of loose tobacco in any form, and single cans or other packaging of snuff or chewing tobacco. Cartons or other packaging containing more than a single pack or other container as described in this definition shall not be considered individually packaged.

Indoor area means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A 0.001 gauge window screen with an 18 by 16 mesh count is not considered a wall.

Loosies means the common term used to refer to a single or individually-packaged cigar or cigarette, or any other tobacco product that has been removed from its packaging and sold individually. The term "loosies" does not include individual cigars with a retail price, before any sales taxes, of more than \$~~2.00~~60 per cigar.

Minor means any natural person who has not yet reached the age of eighteen (18) years.

Moveable place of business means any form of business operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and not a fixed-address storefront or other permanent type of structure authorized for sales transactions.

Nicotine or lobelia delivery ~~devices-products~~ means any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco or an electronic delivery device as defined in this section, not including any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation, harm reduction, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

Retail establishment means any place of business where tobacco, ~~tobacco products,~~ tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery ~~devices~~ products are available for sale to the general public. The phrase shall include, but not be limited to, grocery stores, convenience stores, restaurants, and drug stores.

Sale means any transfer of goods for money, trade, barter or other consideration.

Self-service merchandising means open displays of tobacco, ~~tobacco products,~~ tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery ~~devices-products~~ in any manner where any person shall have access to the tobacco, ~~tobacco products,~~ tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery ~~devices products~~, without the assistance or intervention of the licensee or the licensee's employee. The assistance or intervention shall entail the actual physical exchange of the tobacco, ~~tobacco product,~~ tobacco-related device, electronic delivery device, or nicotine or lobelia delivery ~~device product~~ product between the customer and the licensee or employee. Self-service sales are interpreted as being any sale where there is not an actual physical exchange of the product between the clerk and the customer.

Smoking means inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other ~~lighted or heated~~ tobacco or plant product, or inhaling or exhaling vapor from any electronic delivery device. Smoking also includes carrying a lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation.

~~Tobacco or tobacco products~~ means ~~and includes cigarettes and~~ any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

~~Tobacco-related devices~~ means ~~and includes any tobacco product as well as a pipes,~~ rolling papers, ashtrays, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing or smoking of tobacco or tobacco products.

~~Vending machine~~ means any mechanical, electric or electronic, or other type of device which dispenses tobacco, ~~tobacco products or~~ tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products upon the insertion of money, tokens or other form of payment directly into the machine by the person seeking to purchase the tobacco, ~~tobacco product or~~ tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.

(Ord. No. 920, § 3, 3-26-2012)

Sec. 14-1374. - License required.

(a)

Generally. No person may directly or indirectly or by means of any device keep for retail sale, sell at retail, offer to sell or otherwise dispose of any tobacco, ~~tobacco products, or~~ tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery ~~device~~ products at any place in the city unless a license has first been issued by the city as provided in this section.

(b)

Specifically.

(1)

Application. An application for a license ~~to sell tobacco, tobacco products, and tobacco-related devices~~ shall be made on a form provided by the city. The application shall contain the full name of the applicant, the applicant's residential and business addresses, and telephone numbers, the name of the business for which the license is sought, and any additional information the city deems necessary.

(2)

Action. Upon receipt of a completed application, the city clerk shall forward the application to the police department for investigation. The police department shall conduct an investigation of the applicant and application regarding the fitness of the applicant to hold a license pursuant to the standards set forth in this article, and report the results of its investigation to the city clerk within 30 days of receipt of the application. After the city finishes its investigation and reviews the finding, the application will be approved or denied by the city manager or his designee. If the application is approved, it will be issued by the city clerk. If the city manager or his

designee denies the application, notice of the denial shall be given to the applicant along with notification of the applicant's right to appeal the decision.

(3)

Fees. No license shall be issued under this article until the appropriate license or investigation fee is paid in full. The fee(s) shall be established by the city council by resolution from time to time.

(4)

Duration. Licenses issued under this division shall have a duration period of one year. The expiration date of such license is as may be imposed, set, established and fixed by the city clerk, from time to time.

(45)

Sanctions for violation. Shall be set by the city council at penalty phase not to be less than state mandated guidelines.

(56)

Transfers. All licenses issued under this article shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued.

(67)

Moveable place of business. No license shall be issued to a moveable place of business. Only fixed-location businesses shall be eligible to be licensed under this article.

(78)

Display. All licenses shall be posted and displayed in plain view of the general public on the licensed premises.

(89)

Renewals. The renewal of a license issued under this article shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days prior, but no more than 60 days before the expiration of the current license. The license holder is not entitled to an automatic renewal of the license.

(10)

Sale by minors. It shall be unlawful for any business licensed under this article to allow any person under the age of 18 years to sell, offer for sale, or attempt to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products.

(Ord. No. 920, § 4, 3-26-2012)

Sec. 14-1375. - Basis for denial of license.

The following shall be grounds for denying the issuance of or renewal of a license under this article; if a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this section:

(1)

The applicant is under the age of 18 ~~years of age~~;

(2)

The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to tobacco ~~products, or~~

tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products.

(3)

The applicant has had a license to sell tobacco, ~~tobacco products, or~~ tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products revoked or suspended within the preceding 12 months of the date of application.

(4)

The applicant fails to provide any information required on the application, or provides false or misleading information.

(5)

The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation, from holding such a license.

(6)

Nonpayment by the property owner and/or applicant of any fees or charges owed to the city and/or county, including, but not limited to, utilities and property taxes.

~~(7)~~

~~If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this article.~~

(Ord. No. 920, § 5, 3-26-2012)

Sec. 14-1376. - Prohibited sales.

(a)

Generally. It shall be a violation of this article for any person to sell or offer to sell any tobacco, ~~tobacco product, or~~ tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product:

(1)

To a minor;

(2)

By a vending machine;

(3)

By self-service;

(4)

As loosies;

(5)

~~If the tobacco or tobacco products c~~ontain~~ing~~ opium, morphine, jimsonweed, belladonna, strychnos, cocaine, marijuana, or other delirious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process; and/or

(6)

To any other person, in any other manner or form prohibited by federal or state law or regulation, or by local ordinance.

(b)

Specifically.

(1)

Cigars. It shall be a violation of this ordinance to sell, offer for sale, or otherwise distribute any cigar that is not within an original package containing fewer than five cigars, unless that package has a sales price of no less than \$2.60 per cigar contained within. Cigars to which price promotions or discounts apply shall not be excluded from this restriction.

(a) This section shall not apply to premium cigars as defined in Minnesota Statutes 297F.01, subdivision 13a.

(b) The minimum pricing established in this section shall be adjusted periodically for inflation at least every three years.

(c) The minimum retail sales price of an original package of five or more cigars shall be at least \$10.40, after any price promotions or discounts are taken into account and before the imposition of sales tax.

(2)

Liquid Packaging. It shall be a violation of this ordinance to sell any liquid, whether or not such liquid contains nicotine, intended for human consumption and use in an electronic delivery device, in packaging that is not child-resistant. Upon request, a licensee shall provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

(Ord. No. 920, § 6, 3-26-2012)

Sec. 14-1377. - Smoking prohibited.

Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a tobacco license. Smoking for the purpose of sampling ~~It shall be unlawful for any of the following to occur in a licensed premise: the lighting, inhaling, exhaling or combination thereof of~~ tobacco, ~~tobacco products, or~~ tobacco-related devices, or electronic delivery devices is also prohibited by any person.

(Ord. No. 920, § 7, 3-26-2012)

Sec. 14-1378. - Compliance checks and inspections.

All licensed premises shall be open to inspection by the city police or other authorized city official during regular business hours. From time to time, but at least once per year, the city shall conduct compliance checks by engaging with the written consent of their parents or guardians, minors over the age of 15 years but less than 18 years to enter the licensed premise to attempt to purchase tobacco, ~~tobacco products or~~ tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products. Minors used for the purpose of compliance checks shall be supervised by city designated law enforcement officers or other designated city personnel. Minors used for compliance checks shall not be guilty of unlawful possession of tobacco, ~~tobacco products or~~ tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products when those items are obtained as a part of the compliance check. No minor used in compliance checks shall attempt to use a false identification misrepresenting the minor's age, and all minors lawfully engaged in a compliance check shall answer all questions about the minor's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked.

(Ord. No. 920, § 8, 3-26-2012)

Sec. 14-1379. - Violations and penalty.

(a)

Misdemeanor prosecution. Nothing in this section shall prohibit the city from seeking prosecution as a misdemeanor for any alleged violation of this article.

(b)

Administrative penalties.

(1)

Licensees. Any licensee found to have violated this article, or whose employee shall have violated this article, shall be charged an administrative fine of \$250.00 for a first violation of this article; \$500.00 for a second offense at the same licensed premises within a 24-month period; and \$750.00 for a third or subsequent offense at the same location within a 24-month period. In addition, after the third offense the license shall be suspended for not less than seven consecutive days.

(2)

Other individuals. Other individuals, other than minors regulated by this article, found to be in violation of this article shall be charged an administrative fine of \$50.00.

(3)

Minors. Minors found in unlawful possession of or who unlawfully purchase or attempt to purchase, tobacco, ~~tobacco products~~, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery ~~devices~~products, shall be subject to an administrative fine, or may be subject to tobacco-related education classes, diversion programs, community services, or another penalty that the city believes will be appropriate and effective. The administrative fine or other penalty shall be established by city council ordinance upon the city council's consultation with interested parties of the courts, educators, parents and children to determine an appropriate penalty for minors in the city. This administrative fine or other penalty may also be established from time to time by the ordinance establishing fees and charges, as it may be amended from time to time.

(4)

Statutory penalties. If the administrative penalties authorized to be imposed by Minn. Stats. § 461.12, as it may be amended from time to time, differ from those established in this section, then the higher statutory penalties shall prevail.

(Ord. No. 920, § 9, 3-26-2012)

Secs. 14-1380—14-1400. - Reserved.

The Maplewood City Council approved this ordinance on _____, 2015.

Nora Slawik, Mayor

ATTEST:

Karen Haag
City Clerk/Citizen Services/Communications Director

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MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: May 5, 2015
SUBJECT: Acceptance of Comprehensive Annual Financial Report - 2014

Introduction

The Comprehensive Annual Financial Report (CAFR) of the City has been completed for the year-ended December 31, 2014. The CAFR is the City's official annual report and is prepared by the Finance Department. It has been audited by the certified public accounting firm of Kern DeWenter, Viere, Ltd. and their unqualified opinion on the fair presentation of the financial statements is included within the CAFR. The CAFR includes the Independent Auditor's Report the Reports on Compliance with Government Auditing Standards OMB Circular A-133 Single Audit and Legal Compliance and, finally, the Communications Letter. Also included in the packet is the Finance Department's written response to any audit findings, identifying the actions that have been or will be taken to resolve these findings. There were no audit findings.

Members of the City Council have received a copy of the Comprehensive Annual Financial Report (CAFR) and an electronic version is available on our website as well.

Presentations on significant aspects of the CAFR were given to the Council by a representative of Kern, DeWenter, Viere, Ltd. at the May 11th Council Workshop.

Budget Impact

None.

Recommendation

It is recommended that the Council accept the City's Comprehensive Annual Financial Report and approve the City's responses to the audit findings, if any.

MEMORANDUM

TO: Melinda Coleman, City Manager
FROM: Gayle Bauman, Finance Director
DATE: May 5, 2015
SUBJECT: Preliminary Approval for Issuance of Bonds

Introduction

Bonds need to be issued to finance the following:

- Street Reconstruction bonds totaling \$820,000 will be used to finance the Gladstone Phase II Street Improvements. It is anticipated that there will be some TIF dollars available to help with the repayment of these bonds.
- Equipment certificates will be issued in the amount of \$415,000 to cover the cost of the equipment needs at the Maplewood Community Center already approved by Council.
- Refunding bonds totaling \$8,020,000 will be used to refund maturities of the City's Taxable G.O. Bonds (Build America Bonds), Series 2010A. The City will also be contributing \$550,000 of cash on hand towards this refunding.

With regard to the refunding bonds, current refunding bonds are proposed to be issued to refund Taxable G.O. Bonds (Build America Bonds) 2010A with an outstanding amount of \$8,435,000 and maturities through 2027. The estimated net present value (NPV) of savings to the City for this issue is \$225,948 or over 2.8% of the principal amount of the refunding bonds. Please note that the NPV benefit shown is an estimate and is variable based on the actual true interest cost of the refunding bonds as determined at the sale date. City policy states that any refunding, whether advanced or current, needs to have a NPV benefit of at least 3.5%. The NPV benefit being realized by this refunding falls short of the City policy but we are using an extraordinary call provision in this case. These are taxable bonds issued under the Build America Program. The federal government had agreed to reimburse the City for a certain portion of the interest each year if we agreed to utilize this program. Since the program's inception, the federal government has reduced the amount of the interest credit they had originally agreed to pay the City each year. The future of this program is uncertain and rates for taxable bonds are lower now than when these bonds were originally issued. Staff feels that refunding these bonds makes sense with the reductions already being realized in the federal government reimbursements.

The projects and financing plans are listed in the attached report from Springsted Incorporated. The report lists annual tax levies for the refunding bonds, street reconstruction bonds and equipment certificates of \$39,364-\$661,344, payable 2016-2031, which are required to finance the unassessed project costs. The report also suggests a bid award on the bond sale at the Council meeting at 7:00 p.m. on Monday, June 8, 2015.

Budget Impact

Estimated net present value of savings to the City for the refunding bonds is \$225,948.

Recommendation

It is recommended that the City Council approve the attached resolutions providing preliminary approval for the sale of \$1,235,000 General Obligation Bonds, Series 2015B and \$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C.

Attachments

1. Resolution for Series 2015B bonds
2. Resolution for Series 2015C bonds
3. Recommendations from Springsted

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

HELD: May 11, 2015

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly held at the City Hall on May 11, 2015, at 7:00 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$1,235,000 General Obligation Bonds, Series 2015B.

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 \$1,235,000
GENERAL OBLIGATION BONDS, SERIES 2015B

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue \$1,235,000 General Obligation Bonds, Series 2015B (the "Bonds") to finance (i) a street reconstruction project within the City; and (ii) the purchase of capital equipment; and

B. WHEREAS, the City has retained Springsted Incorporated, in Saint Paul, Minnesota ("Springsted"), as its independent municipal 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 \$1,235,000 General Obligation Bonds, Series 2015B.

WITNESS my hand on May 11, 2015.

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

\$1,235,000*

**CITY OF MAPLEWOOD, MINNESOTA
GENERAL OBLIGATION BONDS, SERIES 2015B**

(BOOK ENTRY ONLY)

Proposals for the Series 2015B Bonds will be received on Monday, June 8, 2015, until 10:30 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Series 2015B 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 Series 2015B 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 proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal 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 Series 2015B Bonds, and PARITY® is not an agent of the City.

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

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

* *Preliminary; subject to change.*

DETAILS OF THE SERIES 2015B BONDS

The Series 2015B Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2016. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2015B Bonds will mature February 1 in the years and amounts* as follows:

2017 \$90,000	2020 \$90,000	2023 \$ 95,000	2026 \$100,000	2029 \$60,000
2018 \$90,000	2021 \$90,000	2024 \$100,000	2027 \$ 55,000	2030 \$60,000
2019 \$90,000	2022 \$90,000	2025 \$100,000	2028 \$ 60,000	2031 \$65,000

* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2015B 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 Series 2015B 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 Series 2015B 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 Series 2015B Bonds will be issued by means of a book entry system with no physical distribution of Series 2015B Bonds made to the public. The Series 2015B Bonds will be issued in fully registered form and one Series 2015B Bond, representing the aggregate principal amount of the Series 2015B 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 Series 2015B Bonds. Individual purchases of the Series 2015B 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 Series 2015B 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 Series 2015B Bonds, will be required to deposit the Series 2015B Bonds with DTC.

REGISTRAR

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

OPTIONAL REDEMPTION

The City may elect on February 1, 2025, and on any day thereafter, to prepay Series 2015B Bonds due on or after February 1, 2026. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Series 2015B Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Series 2015B 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. The proceeds will be used to finance (i) a street reconstruction project within the City, and (ii) the purchase of capital equipment.

BIDDING PARAMETERS

Proposals shall be for not less than \$1,222,650 plus accrued interest, if any, on the total principal amount of the Series 2015B 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 Series 2015B Bonds is adjourned, recessed, or continued to another date without award of the Series 2015B 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. Series 2015B Bonds of the same maturity shall bear a single rate from the date of the Series 2015B Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the lowest bidder is required to submit a good faith deposit to the City in the amount of \$12,350 (the "Deposit") no later than 1:30 P.M., Central Time on the day of sale. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier's check payable to the City; or (ii) a wire transfer. The lowest bidder shall be solely responsible for the timely delivery of their Deposit whether by check or wire transfer. Neither the City nor Springsted Incorporated have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

Certified or Cashier's Check. A Deposit made by certified or cashier's check will be considered timely delivered to the City if it is made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101 by the specified time.

Wire Transfer. A Deposit made by wire will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Springsted Incorporated following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the lowest bidder (the "purchaser") will be retained by the City and no interest will accrue to the purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Series 2015B 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 Series 2015B 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 Series 2015B Bonds. If the Series 2015B 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 Series 2015B Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2015B Bonds.

CUSIP NUMBERS

If the Series 2015B Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Series 2015B Bonds, but neither the failure to print such numbers on any Series 2015B Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Series 2015B Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

On or about July 8, 2015, the Series 2015B 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 Series 2015B 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 Series 2015B 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 Series 2015B 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 Series 2015B 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 a Preliminary Official Statement containing pertinent information relative to the Series 2015B Bonds, and said Preliminary 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 Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Series 2015B Bonds, together with any other information required by law. By awarding the Series 2015B Bonds to an underwriter or underwriting syndicate, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the sole underwriter or to the senior managing underwriter of the syndicate (the

“Underwriter” for purposes of this paragraph) to which the Series 2015B Bonds are awarded up to 25 copies of the Final Official Statement. The City designates the Underwriter of the syndicate to which the Series 2015B Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Such Underwriter agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Series 2015B Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated May 11, 2015

BY ORDER OF THE CITY COUNCIL

/s/ Karen Haag
City Clerk

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

HELD: May 11, 2015

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Maplewood, Ramsey County, Minnesota, was duly held at the City Hall on May 11, 2015, at 7:00 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C.

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 \$8,020,000
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015C

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue \$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C (the "Bonds") to refund the February 1, 2016 through February 1, 2027 maturities of the City's Taxable General Obligation Bonds, Series 2010A (Build America Bonds – Direct Pay), dated May 10, 2010; 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 \$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C.

WITNESS my hand on May 11, 2015.

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

\$8,020,000*

CITY OF MAPLEWOOD, MINNESOTA

TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015C

(BOOK ENTRY ONLY)

Proposals for the Series 2015C Bonds will be received on Monday, June 8, 2015, until 10:30 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Series 2015C 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 Series 2015C 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 proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal 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 Series 2015C Bonds, and PARITY® is not an agent of the City.

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

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

* *Preliminary; subject to change.*

DETAILS OF THE SERIES 2015C BONDS

The Series 2015C Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2016. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2015C Bonds will mature February 1 in the years and amounts* as follows:

2016	\$835,000	2019	\$855,000	2022	\$630,000	2025	\$605,000
2017	\$920,000	2020	\$660,000	2023	\$615,000	2026	\$585,000
2018	\$895,000	2021	\$645,000	2024	\$615,000	2027	\$160,000

* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2015C 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 Series 2015C 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 Series 2015C 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 Series 2015C Bonds will be issued by means of a book entry system with no physical distribution of Series 2015C Bonds made to the public. The Series 2015C Bonds will be issued in fully registered form and one Series 2015C Bond, representing the aggregate principal amount of the Series 2015C 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 Series 2015C Bonds. Individual purchases of the Series 2015C 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 Series 2015C 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 Series 2015C Bonds, will be required to deposit the Series 2015C Bonds with DTC.

REGISTRAR

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

OPTIONAL REDEMPTION

The City may elect on February 1, 2024, and on any day thereafter, to prepay Series 2015C Bonds due on or after February 1, 2025. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Series 2015C Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Series 2015C 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 from benefited properties and net revenues of the City's water and environmental utility funds. The proceeds will be used to refund the February 1, 2016 through February 1, 2027 maturities of the City's Taxable General Obligation Bonds, Series 2010A (Build America Bonds – Direct Pay), dated May 10, 2010.

TAXABILITY OF INTEREST

The interest to be paid on the Series 2015C Bonds is includable in gross income of the recipient for United States and State of Minnesota income tax purposes, and is subject to Minnesota Corporate and bank excise taxes measured by net income.

BIDDING PARAMETERS

Proposals shall be for not less than \$7,957,845 plus accrued interest, if any, on the total principal amount of the Series 2015C 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 Series 2015C Bonds is adjourned, recessed, or continued to another date without award of the Series 2015C 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. Series 2015C Bonds of the same maturity shall bear a single rate from the date of the Series 2015C Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the lowest bidder is required to submit a good faith deposit to the City in the amount of \$80,200 (the "Deposit") no later than 1:30 P.M., Central Time on the day of sale. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier's check payable to the City; or (ii) a wire transfer. The lowest bidder shall be solely responsible for the timely delivery of their Deposit whether by check or wire transfer. Neither the City nor Springsted Incorporated have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

Certified or Cashier's Check. A Deposit made by certified or cashier's check will be considered timely delivered to the City if it is made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101 by the specified time.

Wire Transfer. A Deposit made by wire will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Springsted Incorporated following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the lowest bidder (the "purchaser") will be retained by the City and no interest will accrue to the purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Series 2015C 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 Series 2015C 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 Series 2015C Bonds. If the Series 2015C 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 Series 2015C Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2015C Bonds.

CUSIP NUMBERS

If the Series 2015C Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Series 2015C Bonds, but neither the failure to print such numbers on any Series 2015C Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Series 2015C Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

On or about July 8, 2015, the Series 2015C 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 Series 2015C 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 Series 2015C 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 Series 2015C 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 Series 2015C 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 a Preliminary Official Statement containing pertinent information relative to the Series 2015C Bonds, and said Preliminary 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 Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Series 2015C Bonds, together with any other information required by law. By awarding the Series 2015C Bonds to an underwriter or underwriting syndicate, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the sole underwriter or to the senior managing underwriter of the syndicate (the "Underwriter" for purposes of this paragraph) to which the Series 2015C Bonds are awarded up to 25 copies of the Final Official Statement. The City designates the Underwriter of the syndicate to which the Series 2015C Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Such Underwriter agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Series 2015C Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated May 11, 2015

BY ORDER OF THE CITY COUNCIL

/s/ Karen Haag
City Clerk

City of Maplewood, Minnesota Recommendations for Issuance of Bonds

\$1,235,000 General Obligation Bonds, Series 2015B

\$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C

The Council has under consideration the issuance of two series of bonds; (i) the 2015B Bonds will fund a street reconstruction project within the City and related infrastructure costs and the purchase of capital equipment; and (ii) the 2015C Bonds will refund the callable maturities of the City’s Taxable General Obligation Bonds, Series 2010A (Build America Bonds – Direct Pay), (the “2010A Bonds”). The 2015B Bonds and 2015C Bonds will be referred to as the Bonds. This document provides information relative to the proposed issuance.

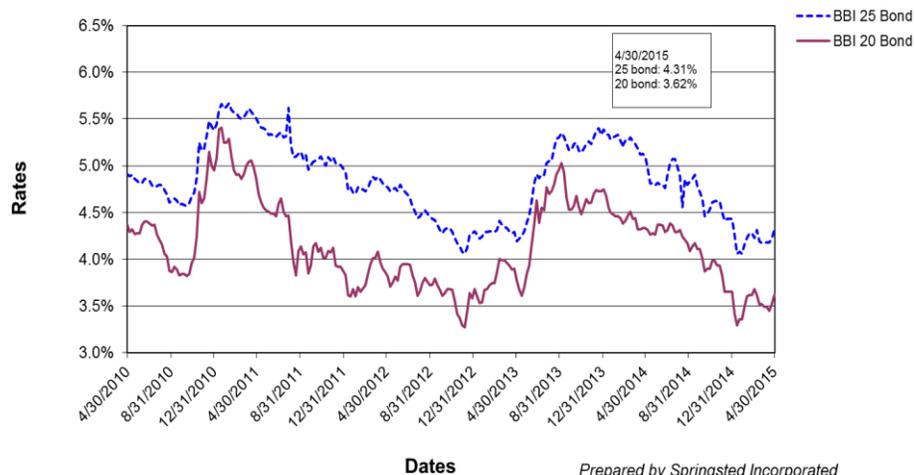
KEY EVENTS: The following summary schedule includes the timing of some of the key events that will occur relative to the bond issuance.

May 11, 2015	Council sets sale date and terms
Week of May 25, 2015	Rating conference is conducted
June 8, 2015, 10:30 a.m.	Competitive proposals are received
June 8, 2015, 7:00 p.m.	Council considers award of the Bonds
July 8, 2015	Proceeds are received
August 13, 2015	Redeem the 2010A Bonds

RATING: An application will be made to Standard & Poor’s Rating Services for a rating on the Bonds. The City’s general obligation debt is currently rated AA+ by S&P.

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 4/30/2015



Study No.: 1408.130
May 5, 2015

**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.

The arbitrage requirements do not apply to taxable issues such as the 2015C Bonds

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. Under certain circumstances any “excess earnings” will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not “excess earnings” as defined by the IRS Code.

The arbitrage rules provide spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or 24-month period in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 18-month spending exception for the 2015B Bonds.

Regardless of whether an issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to the debt service fund under certain conditions and any unspent bond proceeds remaining after three years. These 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.

Springsted and the City will enter into an Agreement for Municipal Advisor Services, under which Springsted will provide arbitrage and continuing disclosure compliance services for the City.

**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.

\$1,235,000 General Obligation Bonds, Series 2015B

Description of Issue

PURPOSE:

Proceeds of the 2015B Bonds will be used to finance the following:

- the 2015 Gladstone Street reconstruction project (the “Street Reconstruction Bonds”). The total projected project costs of \$3,425,000 are reduced by various cash contributions in the amount of \$2,645,000; and
- the purchase of capital equipment (the “Equipment Certificates”)

AUTHORITY:

Statutory Authority: The 2015B Bonds are being issued pursuant to Minnesota Statutes, Chapters 475 and Sections 475.58 subd. 3b and 412.301.

Statutory Requirements:

The Street Reconstruction Bonds are issued pursuant to Minnesota Statutes, Section 475.58 subd. 3b, which requires the City to have a five-year street reconstruction plan and voted approval of the plan and issuance of bonds by all members of the governing body following a public hearing. The City has met all of the necessary requirements.

Equipment Certificates are issued pursuant to Minnesota Statutes, Section 412.301, which allows the City to issue certificates of indebtedness without exposure to a petition requirement calling for a referendum if the total amount of the issue does not exceed $\frac{1}{4}$ of 1% of the estimated market value of the taxable property in the City. Based on the City's 2014/2015 estimated market value of \$3,457,190,700 this represents a maximum issue size of \$8,642,977. The principal amount of the Equipment Certificates is \$400,000 and is therefore within that limitation and not subject to taxpayer petition for a referendum.

SECURITY AND SOURCE OF PAYMENT:

The 2015B Bonds are a general obligation of the City, secured by its full faith and credit and taxing power and will be repaid with ad valorem tax levies. In addition, the City expects to use tax increment revenue derived from Tax Increment Financing District No. 1-1 to pay a portion of the debt service on the Street Reconstruction Bonds.

The City will make their first levy for the 2015B Bonds in 2015 for collection in 2016. Each year's collection of taxes and tax increment revenue will be used to make the August 1 interest payment due in the collection year and the February 1 principal and interest payment due the following year. The February 1, 2016 interest payment will be made with available City funds.

STRUCTURING SUMMARY:

In consultation with the City, the 2015B Bonds have been structured by purpose/statutory authority as follows:

The Street Reconstruction Bonds have been structured with a repayment term of 15 years to result in approximately level annual payments of debt service.

The Equipment Certificates has been structured with a repayment term of 10 years to result in approximately level annual payments of debt service.

SCHEDULES ATTACHED: Schedules attached for the 2015B Bonds are the sources and uses of funds and debt service schedules for the 2015B Bonds as a whole and by purpose.

RISKS/SPECIAL CONSIDERATIONS: The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

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

Prepayment Provisions: Bonds maturing on or after February 1, 2026 may be prepaid at a price of par plus accrued interest on or after February 1, 2025.

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 2015B Bonds are designated as bank qualified.

\$8,020,000 Taxable General Obligation Refunding Bonds, Series 2015C

Description of Issue

PURPOSE: Proceeds of the 2015C Bonds along with a cash contribution of \$550,000 of City debt service funds and accumulated special assessments will be used to refund the February 1, 2016 through 2027 maturities of the City's Taxable General Obligation Bonds, Series 2010A (Build America Bonds – Direct Pay), dated May 10, 2010. The maturities to be refunded are outstanding in the aggregate principal amount of \$8,435,000. This refunding transaction is being conducted as a "current" refunding in which the 2010A Bonds will be redeemed within 90 days from the date of issuance of the 2015C Bonds.

The 2010A Bonds were originally issued to fund six infrastructure improvement projects in various areas of the City.

The purpose of the refunding is to eliminate the risk that the federal government will further reduce or eliminate the federal direct pay tax credits on which the City relies to make a portion of the debt service payments on the 2010A Bonds and to provide interest cost savings to the City.

As part of the American Recovery and Reinvestment Act (ARRA) of 2009, municipal issuers such as the City were permitted to issue "Build America Bonds" or "BABs" as an alternative to traditional tax-exempt municipal bonds in order to fund public capital expenditures. Under ARRA, BABs were issued with a 35% direct payment tax credit to the issuer, whereby the issuer receives a semi-annual tax credit directly from the federal government equal to 35% of the interest payments on the bonds.

As a result of Congress' failure to enact legislation to reduce the budget deficit, on March 1, 2013, the President issued the sequestration order ("sequestration") which required automatic spending cuts. The results of sequestration included a reduction in the amount of the federal subsidies paid to state and local governments for certain bond programs authorized as part of the ARRA program. For federal fiscal year 2015 (October 1,

2014 through September 1, 2015), the reduction amount is equal to 7.3% of the credit payment.

It is important to note there has been no agreement on deficit reduction measures by the federal government and if sequestration will continue in future fiscal years and at what level.

The 2010A Bonds included an extraordinary redemption provision that allowed the City to prepay the 2010A Bonds in the event there was a change in law that eliminated or reduced the amount of credit due. The City is exercising the extraordinary redemption option for the 2010A Bonds due to the reduction in credit from the federal government.

The 2015C Bonds are being issued as taxable obligations to ensure the \$10 million bank qualification limit for 2015 is not exceeded. The City previously issued their 2015A Bonds as bank qualified and will deem the 2015B Bonds bank qualified. While the 2015C Bonds are eligible to be issued as tax-exempt, doing so would exceed the \$10 million bank qualification limit.

AUTHORITY:

The 2015C Bonds are being issued pursuant to Minnesota Statutes, Chapters 429, 444 and 475.

**SECURITY AND
SOURCE OF
PAYMENT:**

The 2015C Bonds are general obligations of the City, secured by its full faith and credit and taxing power and will be repaid with a combination of tax levies, special assessments filed against benefited properties and net revenues of the City's water fund and environmental utility fund (EUF).

On August 13, 2015, the call date of the 2010A Bonds, the City will use (i) cash of \$550,000 from prior debt service funds and special assessments and (ii) proceeds of the 2015C Bonds to redeem the 2010A Bonds. Beginning with the February 1, 2016 principal and interest payment, the City will begin to make debt service payments on the 2015C Bonds.

The City will make their regularly scheduled interest payment due on August 1, 2015 on the 2010A Bonds with tax levies and assessments previously levied for and collected and utility revenues. The City will make their first levy for the 2015C Bonds in 2015 for collection in 2016. Each year's collection of taxes, special assessments and water and EUF revenues will be used to make the interest payment due August 1 in the collection year and the principal and interest payment due February 1 of the following year. The February 1, 2016 will be paid from taxes and assessments previously levied for and available utility revenues.

Assessment amounts and terms for the White Bear, County Rd D, Stanich and Hills/Dale projects were provided by the City. The interest rate charged on the assessments is 5.0%.

**STRUCTURING
SUMMARY:**

The 2015C Bonds have been structured (i) to maintain the original structure of the 2010A Bonds which was structured as eight purposes by project and payment source, and (ii) with the same debt service repayment term by purpose.

Based on current interest rate estimates, the refunding is projected to result in future value savings of approximately \$351,787 with a net present value benefit to the City of

approximately \$225,948. These estimates are net of all costs associated with the refunding and the \$550,000 cash contribution.

**SCHEDULES
ATTACHED:**

Schedules attached for the 2015C Bonds include (i) refunding summary; (ii) debt service comparison for the bonds as a whole that shows the projected savings as a result of the refunding; and (iii) debt service schedules for the bonds as a whole and by purpose.

**SALE TERMS AND
MARKETING:**

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

Prepayment Provisions: Bonds maturing on or after February 1, 2025 may be prepaid at a price of par plus accrued interest on or after February 1, 2024.

Bank Qualification: The 2015C Bonds are being issued as taxable obligations and therefore do not count towards the City's \$10 million bank qualification limit.

**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.

\$1,235,000

City of Maplewood, Minnesota
General Obligation Bonds, Series 2015B

Total Issue Sources And Uses

Dated 07/08/2015 | Delivered 07/08/2015

	Street Reconstructi on Bonds	Equipment Certificates	Issue Summary
Sources Of Funds			
Various Cash Contributions.....	2,645,000.00	-	2,645,000.00
Par Amount of Bonds.....	\$820,000.00	\$415,000.00	\$1,235,000.00
Total Sources.....	\$3,465,000.00	\$415,000.00	\$3,880,000.00
Uses Of Funds			
Deposit to Project Construction Fund.....	3,425,000.00	400,000.00	3,825,000.00
Costs of Issuance.....	28,185.43	14,264.57	42,450.00
Total Underwriter's Discount (1.000%).....	8,200.00	4,150.00	12,350.00
Rounding Amount.....	3,614.57	(3,414.57)	200.00
Total Uses.....	\$3,465,000.00	\$415,000.00	\$3,880,000.00

\$1,235,000

City of Maplewood, Minnesota
General Obligation Bonds, Series 2015B

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2016	-	-	11,420.16	11,420.16	11,991.17
02/01/2017	90,000.00	0.700%	20,252.50	110,252.50	115,765.13
02/01/2018	90,000.00	0.900%	19,622.50	109,622.50	115,103.63
02/01/2019	90,000.00	1.050%	18,812.50	108,812.50	114,253.13
02/01/2020	90,000.00	1.250%	17,867.50	107,867.50	113,260.88
02/01/2021	90,000.00	1.350%	16,742.50	106,742.50	112,079.63
02/01/2022	90,000.00	1.500%	15,527.50	105,527.50	110,803.88
02/01/2023	95,000.00	1.600%	14,177.50	109,177.50	114,636.38
02/01/2024	100,000.00	1.750%	12,657.50	112,657.50	118,290.38
02/01/2025	100,000.00	1.850%	10,907.50	110,907.50	116,452.88
02/01/2026	100,000.00	2.050%	9,057.50	109,057.50	114,510.38
02/01/2027	55,000.00	2.150%	7,007.50	62,007.50	65,107.88
02/01/2028	60,000.00	2.250%	5,825.00	65,825.00	69,116.25
02/01/2029	60,000.00	2.350%	4,475.00	64,475.00	67,698.75
02/01/2030	60,000.00	2.400%	3,065.00	63,065.00	66,218.25
02/01/2031	65,000.00	2.500%	1,625.00	66,625.00	69,956.25
Total	\$1,235,000.00	-	\$189,042.66	\$1,424,042.66	\$1,495,244.79

SIGNIFICANT DATES

Dated.....	7/08/2015
Delivery Date.....	7/08/2015
First Coupon Date.....	2/01/2016

Yield Statistics

Bond Year Dollars.....	\$9,871.40
Average Life.....	7.993 Years
Average Coupon.....	1.9150537%
Net Interest Cost (NIC).....	2.0401625%
True Interest Cost (TIC).....	2.0371170%
Bond Yield for Arbitrage Purposes.....	1.8992729%
All Inclusive Cost (AIC).....	2.5259804%

IRS Form 8038

Net Interest Cost.....	1.9150537%
Weighted Average Maturity.....	7.993 Years

\$820,000

City of Maplewood, Minnesota
General Obligation Bonds, Series 2015B
Street Reconstruction Bonds

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% Levy	Tax Increment	Projected Net Levy
02/01/2016	-	-	8,103.08	8,103.08	8,508.23		8,508.23
02/01/2017	50,000.00	0.700%	14,370.00	64,370.00	67,588.50		67,588.50
02/01/2018	50,000.00	0.900%	14,020.00	64,020.00	67,221.00		67,221.00
02/01/2019	50,000.00	1.050%	13,570.00	63,570.00	66,748.50	26,854.00	39,894.50
02/01/2020	50,000.00	1.250%	13,045.00	63,045.00	66,197.25	26,854.00	39,343.25
02/01/2021	50,000.00	1.350%	12,420.00	62,420.00	65,541.00	26,854.00	38,687.00
02/01/2022	50,000.00	1.500%	11,745.00	61,745.00	64,832.25	26,854.00	37,978.25
02/01/2023	55,000.00	1.600%	10,995.00	65,995.00	69,294.75	26,854.00	42,440.75
02/01/2024	55,000.00	1.750%	10,115.00	65,115.00	68,370.75	26,854.00	41,516.75
02/01/2025	55,000.00	1.850%	9,152.50	64,152.50	67,360.13	26,854.00	40,506.13
02/01/2026	55,000.00	2.050%	8,135.00	63,135.00	66,291.75	26,854.00	39,437.75
02/01/2027	55,000.00	2.150%	7,007.50	62,007.50	65,107.88	26,854.00	38,253.88
02/01/2028	60,000.00	2.250%	5,825.00	65,825.00	69,116.25	26,854.00	42,262.25
02/01/2029	60,000.00	2.350%	4,475.00	64,475.00	67,698.75	26,854.00	40,844.75
02/01/2030	60,000.00	2.400%	3,065.00	63,065.00	66,218.25	26,854.00	39,364.25
02/01/2031	65,000.00	2.500%	1,625.00	66,625.00	69,956.25	26,854.00	43,102.25
Total	\$820,000.00	-	\$147,668.08	\$967,668.08	\$1,016,051.48	\$349,102.00	\$666,949.48

SIGNIFICANT DATES

Dated.....	7/08/2015
Delivery Date.....	7/08/2015
First Coupon Date.....	2/01/2016

Yield Statistics

Bond Year Dollars.....	\$7,302.39
Average Life.....	8.905 Years
Average Coupon.....	2.0221887%
Net Interest Cost (NIC).....	2.1344807%
True Interest Cost (TIC).....	2.1317872%
Bond Yield for Arbitrage Purposes.....	1.8992729%
All Inclusive Cost (AIC).....	2.5766717%

IRS Form 8038

Net Interest Cost.....	2.0221887%
Weighted Average Maturity.....	8.905 Years

\$415,000

City of Maplewood, Minnesota
General Obligation Bonds, Series 2015B
Equipment Certificates

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2016	-	-	3,317.08	3,317.08	3,482.93
02/01/2017	40,000.00	0.700%	5,882.50	45,882.50	48,176.63
02/01/2018	40,000.00	0.900%	5,602.50	45,602.50	47,882.63
02/01/2019	40,000.00	1.050%	5,242.50	45,242.50	47,504.63
02/01/2020	40,000.00	1.250%	4,822.50	44,822.50	47,063.63
02/01/2021	40,000.00	1.350%	4,322.50	44,322.50	46,538.63
02/01/2022	40,000.00	1.500%	3,782.50	43,782.50	45,971.63
02/01/2023	40,000.00	1.600%	3,182.50	43,182.50	45,341.63
02/01/2024	45,000.00	1.750%	2,542.50	47,542.50	49,919.63
02/01/2025	45,000.00	1.850%	1,755.00	46,755.00	49,092.75
02/01/2026	45,000.00	2.050%	922.50	45,922.50	48,218.63
Total	\$415,000.00	-	\$41,374.58	\$456,374.58	\$479,193.31

SIGNIFICANT DATES

Dated.....	7/08/2015
Delivery Date.....	7/08/2015
First Coupon Date.....	2/01/2016

Yield Statistics

Bond Year Dollars.....	\$2,569.01
Average Life.....	6.190 Years
Average Coupon.....	1.6105238%
Net Interest Cost (NIC).....	1.7720644%
True Interest Cost (TIC).....	1.7760576%
Bond Yield for Arbitrage Purposes.....	1.8992729%
All Inclusive Cost (AIC).....	2.3873065%

IRS Form 8038

Net Interest Cost.....	1.6105238%
Weighted Average Maturity.....	6.190 Years

\$8,020,000

City of Maplewood, Minnesota
 Taxable General Obligation Refunding Bonds, Series 2015C
 Current Refunding of Series 2010A BABs

Refunding Summary

Dated 07/08/2015 | Delivered 07/08/2015

	Levy Portion	EUF Portion	WAC Portion	White Bear Portion	County Rd D Portion	Stanich Portion	Hills/Dale Portion	TH 36 Portion	Issue Summary
Sources Of Funds									
Par Amount of Bonds.....	\$3,230,000.00	\$755,000.00	\$370,000.00	\$775,000.00	\$230,000.00	\$555,000.00	\$2,045,000.00	\$60,000.00	\$8,020,000.00
Transfers from Prior Issue Debt Service Funds.....	221,508.73	51,776.81	25,374.06	53,148.38	15,773.07	38,061.10	140,586.03	3,771.82	550,000.00
Total Sources.....	\$3,451,508.73	\$806,776.81	\$395,374.06	\$828,148.38	\$245,773.07	\$593,061.10	\$2,185,586.03	\$63,771.82	\$8,570,000.00
Uses Of Funds									
Deposit to Current Refunding Fund.....	3,400,243.33	796,227.83	390,602.25	816,056.17	240,369.17	585,897.58	2,158,306.00	60,078.00	8,447,780.33
Total Underwriter's Discount (0.775%).....	25,032.50	5,851.25	2,867.50	6,006.25	1,782.50	4,301.25	15,848.75	465.00	62,155.00
Costs of Issuance.....	22,956.36	5,365.96	2,629.68	5,508.10	1,634.66	3,944.51	14,569.83	390.90	57,000.00
Rounding Amount.....	3,276.54	(688.23)	(725.37)	577.86	1,986.74	(1,082.24)	(3,138.55)	2,837.92	3,064.67
Total Uses.....	\$3,451,508.73	\$806,776.81	\$395,374.06	\$828,148.38	\$245,773.07	\$593,061.10	\$2,185,586.03	\$63,771.82	\$8,570,000.00

Flow of Funds Detail

State and Local Government Series (SLGS) rates for.....									
Date of OMP Candidates.....									
Primary Purpose Fund Solution Method.....	Gross Funded								
Total Cost of Investments.....	\$3,400,243.33	\$796,227.83	\$390,602.25	\$816,056.17	\$240,369.17	\$585,897.58	\$2,158,306.00	\$60,078.00	\$8,447,780.33
Total Draws.....	\$3,400,243.33	\$796,227.83	\$390,602.25	\$816,056.17	\$240,369.17	\$585,897.58	\$2,158,306.00	\$60,078.00	\$8,447,780.33



\$8,020,000

City of Maplewood, Minnesota
 Taxable General Obligation Refunding Bonds, Series 2015C
 Current Refunding of Series 2010A BABs

Refunding Summary

Dated 07/08/2015 | Delivered 07/08/2015

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.274% (Bond Yield).....	316,274.88	75,530.18	37,343.96	59,512.50	20,570.84	56,190.89	205,916.79	1,543.41	772,883.45	
Transfers from Prior Issue Debt Service Fund.....	(221,508.73)	(51,776.81)	(25,374.06)	(63,148.38)	(15,773.07)	(38,061.10)	(140,586.03)	(3,771.82)	(550,000.00)	
Contingency or Rounding Amount.....	3,276.54	(668.23)	(725.37)	577.86	1,986.74	(1,082.24)	(3,138.55)	2,837.92	3,064.67	
Net Present Value Benefit.....	\$98,042.69	\$23,085.14	\$11,244.53	\$6,941.98	\$6,784.51	\$17,047.55	\$62,192.21	\$609.51	\$225,948.12	
Net PV Benefit / \$8,435,000 Refunded Principal.....	2.888%	2.904%	2.883%	0.852%	2.827%	2.914%	2.886%	1.016%	2.679%	
Net PV Benefit / \$8,020,000 Refunding Principal.....	3.035%	3.058%	3.039%	0.896%	2.950%	3.072%	3.041%	1.016%	2.817%	

Bond Statistics

Average Life.....	5.647 Years	5.643 Years	5.672 Years	2.009 Years	5.607 Years	5.411 Years	5.451 Years	2.064 Years	5.202 Years	
Average Coupon.....	2.3458444%	2.3468553%	2.3432454%	1.0524151%	2.3797908%	2.3455091%	2.3538864%	1.0661669%	2.2969240%	
Net Interest Cost (NIC).....	2.4830737%	2.4841848%	2.4798816%	1.4381696%	2.5180019%	2.4887428%	2.4960512%	1.4416716%	2.4458968%	
Bond Yield for Arbitrage Purposes.....	2.2743464%	2.2743464%	2.2743464%	2.2743464%	2.2743464%	2.2743464%	2.2743464%	2.2743464%	2.2743464%	
True Interest Cost (TIC).....	2.4760703%	2.4772589%	2.4725939%	1.4447527%	2.5094380%	2.4779247%	2.4851392%	1.4482056%	2.4360694%	
All Inclusive Cost (AIC).....	2.6148242%	2.6161311%	2.6108977%	1.8102503%	2.6498474%	2.6227639%	2.6293566%	1.7742735%	2.5860892%	

Series 2015C TAX Ref 2015 | Issue Summary | 5/5/2015 | 7:58 AM



\$8,020,000

City of Maplewood, Minnesota
 Taxable General Obligation Refunding Bonds, Series 2015C
 Current Refunding of Series 2010A BABs

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2016	914,239.07	191,705.00	1,105,944.07	1,144,012.70	38,068.63
02/01/2017	1,056,347.50	-	1,056,347.50	1,103,685.38	47,337.88
02/01/2018	1,025,367.50	-	1,025,367.50	1,081,480.08	56,112.58
02/01/2019	975,970.00	-	975,970.00	1,052,521.68	76,551.68
02/01/2020	769,427.50	-	769,427.50	827,539.82	58,112.32
02/01/2021	743,537.50	-	743,537.50	807,476.04	63,938.54
02/01/2022	715,960.00	-	715,960.00	796,520.46	80,560.46
02/01/2023	687,100.00	-	687,100.00	774,568.42	87,468.42
02/01/2024	672,032.50	-	672,032.50	771,937.52	99,905.02
02/01/2025	645,427.50	-	645,427.50	752,931.86	107,504.36
02/01/2026	607,882.50	-	607,882.50	738,282.72	130,400.22
02/01/2027	165,040.00	-	165,040.00	217,802.64	52,762.64
Total	\$8,978,331.57	\$191,705.00	\$9,170,036.57	\$10,068,759.32	\$898,722.75

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	898,722.75
Gross PV Debt Service Savings.....	1,493,892.70
Effects of changes in Direct Payments.....	(721,009.25)
 Net PV Cashflow Savings @ 2.274%(Bond Yield).....	 772,883.45
 Transfers from Prior Issue Debt Service Fund.....	 (550,000.00)
Contingency or Rounding Amount.....	3,064.67
Net Future Value Benefit.....	\$351,787.42
Net Present Value Benefit.....	\$225,948.12
 Net PV Benefit / \$2,030,824.58 PV Refunded Interest.....	 11.126%
Net PV Benefit / \$9,513,892.70 PV Refunded Debt Service.....	2.375%
Net PV Benefit / \$8,435,000 Refunded Principal.....	2.679%
Net PV Benefit / \$8,020,000 Refunding Principal.....	2.817%

Refunding Bond Information

Refunding Dated Date.....	7/08/2015
Refunding Delivery Date.....	7/08/2015

\$8,020,000

City of Maplewood, Minnesota
 Taxable General Obligation Refunding Bonds, Series 2015C
 Current Refunding of Series 2010A BABs

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	EUJ Funds	Assmts	Required Levy
02/01/2016	835,000.00	0.500%	79,239.07	914,239.07	68,005.81	426,578.82	419,654.44
02/01/2017	920,000.00	0.650%	136,347.50	1,056,347.50	83,897.50	385,010.72	587,439.28
02/01/2018	895,000.00	1.050%	130,367.50	1,025,367.50	83,442.50	370,428.16	571,496.84
02/01/2019	855,000.00	1.350%	120,970.00	975,970.00	77,707.50	355,845.62	542,416.88
02/01/2020	660,000.00	1.650%	109,427.50	769,427.50	81,830.00	189,783.06	497,814.44
02/01/2021	645,000.00	1.950%	98,537.50	743,537.50	80,675.00	182,774.52	480,087.98
02/01/2022	630,000.00	2.200%	85,960.00	715,960.00	79,310.00	175,764.96	460,885.04
02/01/2023	615,000.00	2.450%	72,100.00	687,100.00	77,770.00	168,755.46	440,574.54
02/01/2024	615,000.00	2.700%	57,032.50	672,032.50	76,055.00	161,747.00	434,230.50
02/01/2025	605,000.00	2.900%	40,427.50	645,427.50	74,165.00	154,738.56	416,523.94
02/01/2026	585,000.00	3.050%	22,882.50	607,882.50	72,135.00	147,729.10	388,018.40
02/01/2027	160,000.00	3.150%	5,040.00	165,040.00		11,606.70	153,433.30
Total	\$8,020,000.00	-	\$958,331.57	\$8,978,331.57	\$854,993.31	\$2,730,762.68	\$5,392,575.58

SIGNIFICANT DATES

Dated Date.....	7/08/2015
Delivery Date.....	7/08/2015
First Coupon Date.....	2/01/2016

Yield Statistics

Bond Year Dollars.....	\$41,722.39
Average Life.....	5.202 Years
Average Coupon.....	2.2969240%
Net Interest Cost (NIC).....	2.4458968%
True Interest Cost (TIC).....	2.4360694%
Bond Yield for Arbitrage Purposes.....	2.2743464%
All Inclusive Cost (AIC).....	2.5860892%

IRS Form 8038

Net Interest Cost.....	2.4458968%
Weighted Average Maturity.....	5.202 Years

Series 2015C TAX Ref 2010 | Issue Summary | 5/5/2015 | 8:18 AM

\$3,230,000

City of Maplewood, Minnesota
TAXABLE General Obligation Refunding Bonds, Series 2015C
Current Refunding of Series 2010A BABs (Levy Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2016	250,000.00	0.500%	34,268.94	284,268.94
02/01/2017	300,000.00	0.650%	59,522.50	359,522.50
02/01/2018	295,000.00	1.050%	57,572.50	352,572.50
02/01/2019	295,000.00	1.350%	54,475.00	349,475.00
02/01/2020	300,000.00	1.650%	50,492.50	350,492.50
02/01/2021	295,000.00	1.950%	45,542.50	340,542.50
02/01/2022	295,000.00	2.200%	39,790.00	334,790.00
02/01/2023	300,000.00	2.450%	33,300.00	333,300.00
02/01/2024	300,000.00	2.700%	25,950.00	325,950.00
02/01/2025	300,000.00	2.900%	17,850.00	317,850.00
02/01/2026	300,000.00	3.050%	9,150.00	309,150.00
Total	\$3,230,000.00	-	\$427,913.94	\$3,657,913.94

Yield Statistics

Bond Year Dollars.....	\$18,241.36
Average Life.....	5.647 Years
Average Coupon.....	2.3458444%
Net Interest Cost (NIC).....	2.4830737%
True Interest Cost (TIC).....	2.4760703%
Bond Yield for Arbitrage Purposes.....	2.2743464%
All Inclusive Cost (AIC).....	2.6148242%

IRS Form 8038

Net Interest Cost.....	2.4830737%
Weighted Average Maturity.....	5.647 Years

\$755,000

City of Maplewood, Minnesota
TAXABLE General Obligation Refunding Bonds, Series 2015C
Current Refunding of Series 2010A BABs (EUF Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2016	60,000.00	0.500%	8,005.81	68,005.81
02/01/2017	70,000.00	0.650%	13,897.50	83,897.50
02/01/2018	70,000.00	1.050%	13,442.50	83,442.50
02/01/2019	65,000.00	1.350%	12,707.50	77,707.50
02/01/2020	70,000.00	1.650%	11,830.00	81,830.00
02/01/2021	70,000.00	1.950%	10,675.00	80,675.00
02/01/2022	70,000.00	2.200%	9,310.00	79,310.00
02/01/2023	70,000.00	2.450%	7,770.00	77,770.00
02/01/2024	70,000.00	2.700%	6,055.00	76,055.00
02/01/2025	70,000.00	2.900%	4,165.00	74,165.00
02/01/2026	70,000.00	3.050%	2,135.00	72,135.00
Total	\$755,000.00	-	\$99,993.31	\$854,993.31

Yield Statistics

Bond Year Dollars.....	\$4,260.74
Average Life.....	5.643 Years
Average Coupon.....	2.3468553%
Net Interest Cost (NIC).....	2.4841848%
True Interest Cost (TIC).....	2.4772589%
Bond Yield for Arbitrage Purposes.....	2.2743464%
All Inclusive Cost (AIC).....	2.6161311%

IRS Form 8038

Net Interest Cost.....	2.4841848%
Weighted Average Maturity.....	5.643 Years

\$370,000

City of Maplewood, Minnesota
TAXABLE General Obligation Refunding Bonds, Series 2015C
Current Refunding of Series 2010A BABs (WAC Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2016	25,000.00	0.500%	3,938.76	28,938.76
02/01/2017	35,000.00	0.650%	6,860.00	41,860.00
02/01/2018	35,000.00	1.050%	6,632.50	41,632.50
02/01/2019	35,000.00	1.350%	6,265.00	41,265.00
02/01/2020	35,000.00	1.650%	5,792.50	40,792.50
02/01/2021	35,000.00	1.950%	5,215.00	40,215.00
02/01/2022	35,000.00	2.200%	4,532.50	39,532.50
02/01/2023	30,000.00	2.450%	3,762.50	33,762.50
02/01/2024	35,000.00	2.700%	3,027.50	38,027.50
02/01/2025	35,000.00	2.900%	2,082.50	37,082.50
02/01/2026	35,000.00	3.050%	1,067.50	36,067.50
Total	\$370,000.00	-	\$49,176.26	\$419,176.26

Yield Statistics

Bond Year Dollars.....	\$2,098.64
Average Life.....	5.672 Years
Average Coupon.....	2.3432454%
Net Interest Cost (NIC).....	2.4798816%
True Interest Cost (TIC).....	2.4725939%
Bond Yield for Arbitrage Purposes.....	2.2743464%
All Inclusive Cost (AIC).....	2.6106977%

IRS Form 8038

Net Interest Cost.....	2.4798816%
Weighted Average Maturity.....	5.672 Years

\$775,000

City of Maplewood, Minnesota
TAXABLE General Obligation Refunding Bonds, Series 2015C
Current Refunding of Series 2010A BABs (White Bear Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Assmts	Required Levy
02/01/2016	205,000.00	0.500%	3,806.25	208,806.25	189,350.00	19,456.25
02/01/2017	200,000.00	0.650%	5,725.00	205,725.00	174,202.00	31,523.00
02/01/2018	190,000.00	1.050%	4,425.00	194,425.00	166,628.00	27,797.00
02/01/2019	180,000.00	1.350%	2,430.00	182,430.00	159,054.00	23,376.00
Total	\$775,000.00	-	\$16,386.25	\$791,386.25	\$689,234.00	\$102,152.25

Yield Statistics

Bond Year Dollars.....	\$1,557.01
Average Life.....	2.009 Years
Average Coupon.....	1.0524151%
Net Interest Cost (NIC).....	1.4381696%
True Interest Cost (TIC).....	1.4447527%
Bond Yield for Arbitrage Purposes.....	2.2743464%
All Inclusive Cost (AIC).....	1.8102503%

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Net Interest Cost.....	1.4381696%
Weighted Average Maturity.....	2.009 Years

\$230,000

City of Maplewood, Minnesota

TAXABLE General Obligation Refunding Bonds, Series 2015C
 Current Refunding of Series 2010A BABs (County Rd. D Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Assmts	Required Levy
02/01/2016	25,000.00	0.500%	2,412.03	27,412.03	19,345.94	8,066.09
02/01/2017	20,000.00	0.650%	4,152.50	24,152.50	17,135.00	7,017.50
02/01/2018	20,000.00	1.050%	4,022.50	24,022.50	16,582.26	7,440.24
02/01/2019	20,000.00	1.350%	3,812.50	23,812.50	16,029.50	7,783.00
02/01/2020	20,000.00	1.650%	3,542.50	23,542.50	15,476.76	8,065.74
02/01/2021	20,000.00	1.950%	3,212.50	23,212.50	14,924.00	8,288.50
02/01/2022	20,000.00	2.200%	2,822.50	22,822.50	14,371.26	8,451.24
02/01/2023	20,000.00	2.450%	2,382.50	22,382.50	13,817.50	8,565.00
02/01/2024	20,000.00	2.700%	1,892.50	21,892.50	13,264.80	8,627.70
02/01/2025	20,000.00	2.900%	1,352.50	21,352.50	12,712.10	8,640.40
02/01/2026	15,000.00	3.050%	772.50	15,772.50	12,159.40	3,613.10
02/01/2027	10,000.00	3.150%	315.00	10,315.00	11,606.70	(1,291.70)
Total	\$230,000.00	-	\$30,692.03	\$260,692.03	\$177,425.22	\$83,266.81

Yield Statistics

Bond Year Dollars.....	\$1,289.69
Average Life.....	5.607 Years
Average Coupon.....	2.3797908%
Net Interest Cost (NIC).....	2.5180019%
True Interest Cost (TIC).....	2.5094380%
Bond Yield for Arbitrage Purposes.....	2.2743464%
All Inclusive Cost (AIC).....	2.6496474%

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Net Interest Cost.....	2.5180019%
Weighted Average Maturity.....	5.607 Years

\$555,000

City of Maplewood, Minnesota
TAXABLE General Obligation Refunding Bonds, Series 2015C
Current Refunding of Series 2010A BABs (Stanich Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Assmts	Required Levy
02/01/2016	55,000.00	0.500%	5,634.66	60,634.66	44,366.00	16,268.66
02/01/2017	60,000.00	0.650%	9,717.50	69,717.50	39,436.46	30,281.04
02/01/2018	60,000.00	1.050%	9,327.50	69,327.50	38,121.90	31,205.60
02/01/2019	50,000.00	1.350%	8,697.50	58,697.50	36,807.36	21,890.14
02/01/2020	50,000.00	1.650%	8,022.50	58,022.50	35,492.80	22,529.70
02/01/2021	50,000.00	1.950%	7,197.50	57,197.50	34,178.26	23,019.24
02/01/2022	45,000.00	2.200%	6,222.50	51,222.50	32,863.70	18,358.80
02/01/2023	40,000.00	2.450%	5,232.50	45,232.50	31,549.16	13,683.34
02/01/2024	40,000.00	2.700%	4,252.50	44,252.50	30,234.60	14,017.90
02/01/2025	40,000.00	2.900%	3,172.50	43,172.50	28,920.06	14,252.44
02/01/2026	35,000.00	3.050%	2,012.50	37,012.50	27,604.50	9,408.00
02/01/2027	30,000.00	3.150%	945.00	30,945.00		30,945.00
Total	\$555,000.00	-	\$70,434.66	\$625,434.66	\$379,574.80	\$245,859.86

Yield Statistics

Bond Year Dollars.....	\$3,002.96
Average Life.....	5.411 Years
Average Coupon.....	2.3455091%
Net Interest Cost (NIC).....	2.4887428%
True Interest Cost (TIC).....	2.4779247%
Bond Yield for Arbitrage Purposes.....	2.2743464%
All Inclusive Cost (AIC).....	2.6227639%

IRS Form 8038

Net Interest Cost.....	2.4887428%
Weighted Average Maturity.....	5.411 Years

\$2,045,000

City of Maplewood, Minnesota
TAXABLE General Obligation Refunding Bonds, Series 2015C
Current Refunding of Series 2010A BABs (Hills/Dale Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Assmts	Required Levy
02/01/2016	200,000.00	0.500%	20,872.35	220,872.35	173,516.88	47,355.47
02/01/2017	220,000.00	0.650%	36,015.00	256,015.00	154,237.26	101,777.74
02/01/2018	210,000.00	1.050%	34,585.00	244,585.00	149,096.00	95,489.00
02/01/2019	195,000.00	1.350%	32,380.00	227,380.00	143,954.76	83,425.24
02/01/2020	185,000.00	1.650%	29,747.50	214,747.50	138,813.50	75,934.00
02/01/2021	175,000.00	1.950%	26,695.00	201,695.00	133,672.26	68,022.74
02/01/2022	165,000.00	2.200%	23,282.50	188,282.50	128,530.00	59,752.50
02/01/2023	155,000.00	2.450%	19,652.50	174,652.50	123,388.80	51,263.70
02/01/2024	150,000.00	2.700%	15,855.00	165,855.00	118,247.60	47,607.40
02/01/2025	140,000.00	2.900%	11,805.00	151,805.00	113,106.40	38,698.60
02/01/2026	130,000.00	3.050%	7,745.00	137,745.00	107,965.20	29,779.80
02/01/2027	120,000.00	3.150%	3,780.00	123,780.00		123,780.00
Total	\$2,045,000.00	-	\$262,414.85	\$2,307,414.85	\$1,484,528.66	\$822,886.19

Yield Statistics

Bond Year Dollars.....	\$11,148.15
Average Life.....	5.451 Years
Average Coupon.....	2.3538864%
Net Interest Cost (NIC).....	2.4960512%
True Interest Cost (TIC).....	2.4851392%
Bond Yield for Arbitrage Purposes.....	2.2743464%
All Inclusive Cost (AIC).....	2.6293566%

IRS Form 8038

Net Interest Cost.....	2.4960512%
Weighted Average Maturity.....	5.451 Years

\$60,000

City of Maplewood, Minnesota
TAXABLE General Obligation Refunding Bonds, Series 2015C
Current Refunding of Series 2010A BABs (TH 36 Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2016	15,000.00	0.500%	300.27	15,300.27
02/01/2017	15,000.00	0.650%	457.50	15,457.50
02/01/2018	15,000.00	1.050%	360.00	15,360.00
02/01/2019	15,000.00	1.350%	202.50	15,202.50
Total	\$60,000.00	-	\$1,320.27	\$61,320.27

Yield Statistics

Bond Year Dollars.....	\$123.83
Average Life.....	2.064 Years
Average Coupon.....	1.0661669%
Net Interest Cost (NIC).....	1.4416716%
True Interest Cost (TIC).....	1.4482056%
Bond Yield for Arbitrage Purposes.....	2.2743464%
All Inclusive Cost (AIC).....	1.7742735%

IRS Form 8038

Net Interest Cost.....	1.4416716%
Weighted Average Maturity.....	2.064 Years

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Michael Thompson, City Engineer/Public Works Director
DuWayne Konewko, Parks and Recreation Director
James Taylor, Parks Manager
Steven Love, Assistant City Engineer

DATE: May 4, 2015

SUBJECT: County Road B Trail and Safety Improvements, City Project 14-02
a. Approval of Resolution Receiving Bids and Awarding Construction Contract
b. Approval of Work Order Agreement 12B

Introduction

Final plans and specifications for the above referenced project have been completed and were advertised for bids. The bid opening was held at 10:00 a.m. on Wednesday, April 15, 2015. The City Council will consider receiving the bids and awarding a construction contract. The City Council will also consider approval of agreement for professional services for construction phase services for the County Road B Trail and Safety Improvements, City Project 14-02.

Background

On January 27, 2014 the City Council passed a resolution supporting the 2014 Safe Routes to School Infrastructure Grant Application. The Public Works and Parks and Recreation Departments, along with one of the City's consultants, Bolton & Menk, Inc., worked together to prepare and submit a Safe Routes to School (SRTS) Infrastructure Grant application to MnDOT. The SRTS Infrastructure Grant included the construction of safety and trail improvements along County Road B from the existing trail at Birmingham Street (near Weaver Elementary) to Van Dyke Street (near City Hall). Additionally, the proposal included extending a new sidewalk from the proposed trail at the southeast corner of White Bear Avenue and County Road B to the existing sidewalk along the east side of White Bear Avenue south of County Road B.

On April 4, 2014, the City received notification that the City was selected for the SRTS Infrastructure Grant. On May 12, 2014, the City Council authorized the County Road B Trail and Safety Improvements, City Project 14-02 to proceed and utilize the services of Bolton and Menk, Inc. as project engineer.

Discussion

Public Outreach

A neighborhood project informational meeting was held at the Maplewood Community Center on November 17, 2014 between 5:30 p.m. and 7:00 p.m. At the neighborhood meeting the proposed project was presented and staff was available to answer questions, gather input, and address property owners concerns. A plan review open house was held at the Maplewood Community Center on February 4, 2015 between 5:00 p.m. and 7:00 p.m. The open house provided an opportunity for residents to view the design plans and make suggestions for staff to use in final adjustments.

City staff, along with the city's consultants, has been available to property owners to answer questions regarding the project by phone, email, and individual meetings. A number of one on one meetings have also taken place at individual resident properties to explain the project and negotiate necessary easements.

Award of Construction Contract

Final plans and specifications for the County Road B Trail and Safety Improvements were approved and authorization given to advertise for sealed bids on February 23, 2015. Bids were received, opened and read on April 15, 2015.

Two valid bids were received and tabulated. A summary of the bids is shown in Exhibit 1. Both bids have been checked and tabulated for accuracy.

Analysis of Bids

The Engineer's Estimate for the construction contract was \$827,284.00. As seen below, the low bid from Park Construction Company of \$1,034,945.86 is approximately \$207,661.86 more than the engineer's estimate.

BID TABULATION - EXHIBIT 1	
Contractor	Bid Total
Park Construction Company	\$1,034,945.86
T.A. Schifsky and Sons, Inc.	\$1,159,260.38
Engineers Estimate	\$827,284.00

After the bids were analyzed staff spoke with local agencies to see how recent bid results have been coming in compared to engineer's estimates. Based on that feedback that we learned most local bids have been averaging about 15% to 20% over estimates. Staff then reviewed the engineer's estimate and compared it to MnDOT's recent average unit prices, and the estimate was prepared properly and with the most recent data available. However contractors have plenty of available work and can pick and choose the projects they bid on and increase their margins; which is a shift from past years where the bidding environment was extremely competitive. We are no longer seeing multiple bidders and lower prices. It is quite the opposite this year.

City staff has been working with its local funding partners to secure additional funding. Since the time of bid opening (higher prices) MNDOT has adjusted upwards the contribution of Federal/State monies from \$392,800.00 to \$595,444.21 to help cover the funding gap in order to move the project forward. This increase in funding has essentially closed the funding gap. The City has worked successfully with

Park Construction Company in the past; most recently as a subcontractor on the Arkwright-Sunrise Area Improvement project. Additionally, the Park Construction Company was awarded the contract for the Gladstone Improvements Phase 2, City Project 14-01.

Work Order 12B

Bolton and Menk, Inc. has submitted a proposed scope of services amendment, Work Order No. 12B, for the inspection, project administration, meeting federal project requirements, and signal inspection in the amount of \$91,000. The estimated amount for inspection, project administration and meeting federal project requirements is estimated at \$80,000. All costs associated with inspection of the White Bear Avenue signal work will be reimbursed by Ramsey County to the City of Maplewood, estimated at \$11,000. Costs associated with Work Order No. 12B have been accounted for in the revised engineering estimate and the proposed funding plan.

Budget Impact

The total project budget was approved at the February 23, 2015 City Council meeting in the amount of \$1,289,506.00. The following changes to the total project budget are recommended at this time. The amounts dedicated from each funding source have been adjusted to reflect additional monies received as well as to better reflect the final improvement plan (shown below). It should be noted that no special assessments are proposed as part of this project.

The following is a summary of the revised engineer's estimate based on bid results for the proposed project:

TOTAL PROJECT COST ESTIMATE	
PROJECT ITEM	PROJECT AMOUNT
TRAIL, SIDEWALK, PEDESTRIAN SAFETY IMPROVEMENTS	\$954,086
STORM WATER IMPROVEMENTS	\$161,823
WATER IMPROVEMENTS	\$17,069
SIGNAL IMPROVEMENTS	\$364,193
TOTAL ESTIMATED PROJECT COST	\$1,497,171

The following is a summary of the proposed project funding sources:

ESTIMATED TOTAL PROJECT COST RECOVERY	
FUNDING SOURCE	TOTAL AMOUNT
FEDERAL FUNDS (SRTS GRANT)	\$392,800
MNDOT	\$202,644
PARK DEVELOPMENT FUND	\$171,274
ENVIRONMENTAL UTILITY FUND	\$161,823
W.A.C. FUND	\$17,069
RAMSEY COUNTY (TRAIL IMPROVEMENTS)	\$92,367
RAMSEY COUNTY (SIGNAL IMPROVEMENTS)	\$328,044
STREET LIGHT UTILITY FUND	\$36,149
RIGHT OF WAY FUND	\$95,000
TOTAL REVENUES	\$1,497,171

Recommendations

It is recommended that the City Council approve the attached Resolution Receiving Bids and Awarding Construction Contract, County Road B Trail and Safety Improvements, City Project 14-02 to Park Construction Company.

It is further recommended that the City Council authorize the City Manager and City Engineer to sign Work Order No. 12B. for the inspection, project administration, and meeting the federal requirements for the County Road B Trail and safety Improvements, City Project 14-02 in the amount of \$91,000 with Bolton and Menk, Inc.

Attachments

1. Resolution: Award of Bid
2. Work Order 12B
3. Location Map

**RESOLUTION
RECEIVING BIDS AND AWARDING CONSTRUCTION CONTRACT**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Park Construction Company in the amount of \$1,034,945.86 is the lowest responsible bid for the construction of County Road B Trail and Safety Improvements, City Project 14-02, and the mayor and city manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

The finance director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project as shown below.

ESTIMATED PROJECT COST RECOVERY	
FUNDING SOURCE	TOTAL AMOUNT
FEDERAL FUNDS (SRTS GRANT)	\$392,800
MNDOT	\$202,644
PARK DEVELOPMENT FUND	\$171,274
ENVIRONMENTAL UTILITY FUND	\$161,823
W.A.C. FUND	\$17,069
RAMSEY COUNTY (TRAIL IMPROVEMENTS)	\$92,367
RAMSEY COUNTY (SIGNAL IMPROVEMENTS)	\$328,044
STREET LIGHT UTILITY FUND	\$36,149
RIGHT OF WAY FUND	\$95,000
TOTAL REVENUES	\$1,497,171

Adopted by the Maplewood City Council on this 11th day of May 2015.

**WORK ORDER NO. 12B
COUNTY ROAD B TRAIL
CONSTRUCTION ENGINEERING SERVICES
CITY PROJECT NO. 14-02**

**CITY OF MAPLEWOOD
and
BOLTON & MENK, INC.**

Work Order No. 12B, made this _____ day of _____, 2015, by and between the CITY OF MAPLEWOOD, 1830 East County Road B, Maplewood, Minnesota 55109 (“CLIENT”) and BOLTON & MENK, INC., 2035 County Road D East, Suite B, Maplewood, Minnesota 55109 (“CONSULTANT”) is an addendum to the original Work Order No. 12 dated July 12, 2014 and the Master Agreement between the City and Bolton & Menk, Inc. dated May 21, 2012 (“Master Agreement”). All provisions of the Master Agreement shall apply to this Work Order except and unless specifically modified herein.

SECTION I – SCOPE OF WORK

CLIENT was awarded a Safe Routes to School (SRTS) infrastructure grant for federal funding toward construction of a trail along the County Road B corridor from Birmingham Street to Van Dyke Street. As authorized by Work Order No. 10, CONSULTANT performed preliminary engineering in advance of project authorization to assist CLIENT in readying the federal project for design. Work Order No. 12 funded the survey, design, right-of-way acquisition and bidding services to ready the project for construction. This Work Order No. 12B adds construction engineering services to the County Road B Trail project.

This Work Order No. 12B also provides the construction engineering services for the signal replacement at White Bear Avenue.

The CONSULTANT agrees to perform construction engineering services for the County Road B Trail Improvements project as requested by the CLIENT.

SECTION II - SCHEDULE

Work by the CONSULTANT will begin upon award of the construction contract by the City and will be substantially completed in October 2015. Work beyond this date may be necessary for project close out.

SECTION III - COMPENSATION FOR SERVICES

Compensation for these construction engineering services shall be on an hourly basis in accordance with the current Schedule of Fees, or such Schedule as may be subsequently revised and accepted, in writing, by CLIENT in accordance with Section III.A.2 of Master Agreement.

Estimated cost for the Work is as listed below:

- \$80,000 Construction Engineering Services for Trail
- \$11,000 Construction Engineering Services for Signal

The total estimated cost of Work Order 12B is **\$91,000.**

The cost for the White Bear Avenue signal work will be reimbursed by Ramsey County to the City of Maplewood per a separate written agreement between the City and County.

SECTION IV - SIGNATURES

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

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

CLIENT: City of Maplewood

CONSULTANT: Bolton & Menk, Inc.

Melinda Coleman

Mark D. Kasma, P.E.

City Manager

Maplewood Office Manager

CLIENT: City of Maplewood

Michael Thompson, P.E.

Director of Public Works / City Engineer

Proposed Scope

County Road B Trail Improvements Construction Engineering Services

City of Maplewood, Minnesota

City Project Number: 14-02

May 11, 2015

Location: The County Road B Trail Improvements will include a new pedestrian and bicycle trail along County Road B from Birmingham St N to Van Dyke St tying into existing trails on either end. The project also includes new sidewalk along the east side of White Bear Ave south of County Road B.

General Scope Description: Bolton & Menk will complete construction administration and staking as well as oversee construction materials testing services for the project. Our team will also perform construction inspection, administration, and staking for the signal replacement at White Bear Avenue.

Bolton & Menk Proposed Leadership:

- Client Services Manager – Joseph Rhein, PE
- Project Manager – Tim H. Lamkin Jr, PE
- Construction Engineer – Cody Holmes, PE

Schedule: 2015 MnDOT Safe Routes to School Grant (federal funds) have been awarded for this project. To meet the needs of the City and requirements for use of federal funds, this project is planned to start on or after June 8, 2015. Trail work is planned to be substantially complete by August 28, 2015. Signal work is planned to be complete by October 30, 2015. It is assumed the project duration will be 12 weeks (60 working days).

Detailed Scope Tasks:

Task 10: Construction Services for Trail

10.1 Construction Administration

- A. Coordinate and conduct a coordination meeting with City and Bolton & Menk field staff prior to the pre-construction meeting with the Construction Contractor. The purpose of this meeting will be to review the project and define expectations of each field staff.
- B. Coordinate, create the agenda, complete the meeting minutes, and run the pre-construction meeting with the Construction Contractor.
- C. Review shop drawings provided prior to construction.
- D. Monitor the Construction Contractor's compliance with the State and Federal Prevailing Wage Laws. Review certified payrolls, conduct onsite interviews for wage compliance, and review and submit the Contractor's EEO compliance documentation as necessary.
- E. Review the Construction Contractor's submittals and compliance with all steel being made in America.
- F. Monitor the financial status of the project and review any conditions that may require a change order and make recommendations to the City.
- G. Prepare pay estimates, pay applications, contract change orders with analysis, justification and recommendations, and project correspondence.

H. Attend weekly progress meetings with the Construction Contractor and the City.

Deliverables: Weekly Progress Meeting Minutes, Monthly Pay Estimates, Project Close-out documents, and work/change orders as needed.

10.2 Construction Observation

City staff will be responsible for day to day construction observation, which includes tasks listed below. Bolton & Menk's role on this sub-task will be in support of the City.

- A. Verify proper construction material certifications are provided prior to materials being incorporated into the project and all construction practices conform or exceed the City's specification and Federal Aid requirements.
- B. Monitor contractor performance and construction progress relative to meeting the contract completion date. This will be accomplished by on-site observation and a detailed diary of daily activities, equipment, personnel and weather conditions that affect construction performance. (Shall include digital pictures when appropriate.)
- C. Coordinate construction material testing and plant inspections required for the trail construction.
- D. Provide a properly certified inspector to oversee all trail construction activity unless otherwise designated within this proposal.

10.3 Construction Staking

Bolton & Menk will provide construction staking for the project. Staking will include the following:

- A. Construction limits and/or easement limits at a maximum interval of 100 feet and at angle-points along the project's boundary.
- B. Silt fence as needed.
- C. Stakes for initial site grading, including trail center line at a maximum interval of 100 feet.
- D. Center line stakes for trail construction, after initial site grading, at a maximum interval of 50 feet.
- E. Grade stakes for ditches, swales and rain garden.
- F. Offset stakes for curb and pedestrian ramp construction.
- G. Location, offset and line-reference stakes for drainage structures.
- H. Offset stakes for retaining wall construction.

Construction Materials Testing

Construction material testing services will be provided by Braun Intertec, Inc. and include soil testing, concrete testing, and bituminous testing performed consistent with the latest "SALT" Schedule of Materials Control. The attached proposal includes more details on material testing scope of services. Bolton & Menk will contract directly with Braun Intertec and the City assigned staff will coordinate all material testing needs with the construction schedule and progress. The City will also coordinate plant inspection needs that will be performed by MnDOT.

Deliverables: Material Testing Reports.

Task 11: Construction Services for Signal

Bolton & Menk will provide construction services at the intersection of CSAH 25 (CR B) & CSAH 65 (White Bear Ave) for the signal system, sidewalk and pedestrian ramps. Effort will be tracked as a separate task to enable the City seek reimbursement from Ramsey County and includes the following:

11.1 Construction Administration

- A. In conjunction with the trail construction, coordinate and conduct a coordination meeting with City and Bolton & Menk field staff prior to the pre-construction meeting with the Construction Contractor. The purpose of this meeting will be to review the project and define expectations of each field staff.
- B. In conjunction with the trail construction, coordinate, create the agenda, complete the meeting minutes, and run the pre-construction meeting with the Construction Contractor.
- C. Review shop drawings provided prior to construction.
- D. Monitor the Construction Contractor's compliance with the State and Federal Prevailing Wage Laws. Review certified payrolls, conduct onsite interviews for wage compliance, and review and submit the Contractor's EEO compliance documentation as necessary.
- E. Review the Construction Contractor's submittals and compliance with all steel being made in America.
- F. Monitor the financial status of the project and review any conditions that may require a change order and make recommendations to the City.
- G. In conjunction with the trail construction, prepare pay estimates, pay applications, contract change orders with analysis, justification and recommendations, and project correspondence.
- H. In conjunction with the trail construction, attend weekly progress meetings with the Construction Contractor and the City.

Deliverables: Weekly Progress Meeting Minutes, Monthly Pay Estimates, Project Close-out documents, and work/change orders as needed.

11.2 Construction Observation

- A. Verify proper construction material certifications are provided prior to materials being incorporated into the project and all construction practices conform or exceed the City's specification and Federal Aid requirements.
- B. Monitor contractor performance and construction progress relative to meeting the contract completion date. This will be accomplished by on-site observation and a detailed diary of daily activities, equipment, personnel and weather conditions that affect construction performance. (Shall include digital pictures when appropriate.)
- C. Coordinate construction material testing and plant inspections required for the signal construction.
- D. Provide a properly certified inspector to oversee all signal construction activity unless otherwise designated within this proposal.

11.3 Construction Staking

- A. Construction limits and/or easement limits at a maximum interval of 100 feet and at angle-points along the project's boundary.

- B. Offset stakes for signal components.
- C. Offset stakes for curb and pedestrian ramp construction.

Construction Materials Testing

Construction material testing services will be provided by Braun Intertec, Inc. and include soil testing, concrete testing, and bituminous testing performed consistent with the latest "SALT" Schedule of Materials Control. The attached proposal includes more details on material testing scope of services. Bolton & Menk will contract directly with Braun Intertec and will coordinate all material testing needs with the signal construction schedule and progress.

Deliverables: Material Testing Reports.

DETAILED COST ESTIMATE

CLIENT: City of Maplewood		BOLTON & MENK, INC.				
PROJECT: County Road B Trail Improvements						
TASK NO.	WORK TASK DESCRIPTION	Client Service Manager	Project Manager	Construction Engineer	Survey	Totals
10.0 Construction Services (Trail)						
10.1	Construction Administration	18	68	248		334
10.2	Construction Observation			60		60
10.3	Construction Staking				210	210
SUBTOTAL HOURS - TASK 10		18	68	308	210	604
11.0 Construction Services (Signal)						
11.1	Construction Administration	2	6	24		32
11.2	Construction Observation			30		30
11.3	Construction Staking				24	24
SUBTOTAL HOURS - TASK 11		2	6	54	24	86

CLIENT: City of Maplewood		BOLTON & MENK, INC.						
PROJECT: County Road B Trail Improvements								
TASK NO.	WORK TASK DESCRIPTION	Client Service Manager	Project Manager	Construction Engineer	Survey	Total Hours	Total Cost	
10.0	Construction Services (Trail)	18	68	308	210	604	\$71,932	
11.0	Construction Services (Signal)	2	6	54	24	86	\$10,180	
TOTAL HOURS		20	74	362	234	690		
AVERAGE HOURLY RATE		\$158	\$120	\$116	\$120			
SUBTOTAL		\$3,160	\$8,880	\$41,992	\$28,080			

<u>TRAIL</u>	
Bolton & Menk Total	\$71,932
Braun Total	\$8,023
TRAIL TOTAL	\$79,955
<u>SIGNAL</u>	
Bolton & Menk Total	\$10,180
Braun Total	\$770
SIGNAL TOTAL	\$10,950

January 23, 2014

Revised Proposal QTB006001

Mr. Tim Lamkin Jr, PE
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337

Re: Revised Proposal for Construction Materials Testing
County Road B Trail Project
SP-062-625-037
Maplewood, Minnesota

Dear Mr. Lamkin:

We appreciate the opportunity to submit this revised proposal for construction materials testing for the County Road B Trail Project in Maplewood, Minnesota.

Our Understanding of Project

This project will consist of trail construction including granular borrow, aggregate base, bituminous surfacing, utility placements, concrete curb and gutter, sidewalks and driveways. The project is located on County Road B from Birmingham Street to Van Dyke Street.

This proposal is based on our review of the document described below. If the project changes from the information provided in this document, we may have to submit a revised scope of services and cost.

- Construction plans prepared by Bolton & Menk, Inc. dated December 19, 2014.

This project is a City of Maplewood project with federal funding. Projects that are constructed with federal funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation (MnDOT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing on the project for the items listed in our scope and as shown on our construction materials testing cost estimate. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project.

The Braun Intertec Difference

At Braun Intertec we strive to not only provide the essential services required to meet the minimum project requirements, but to add measureable value in assisting the client to deliver a high quality project in a timely manner. To reach this end, our pool of certified technicians, project managers, and support staff work to meet client expectations.

AA/EOE

Experienced Personnel

We have a group of knowledgeable staff who understand how to perform the necessary tests and are MnDOT certified in each specialized field. Our pool of certified employees and numerous office locations allows us to be responsive to project needs and flexible regarding project scheduling. We have the following MnDOT certified Technicians available in our metro offices:

Applicable Technician Certifications

- Aggregate Production
- Grading & Base I
- Grading & Base II
- Concrete Field I
- Concrete Field II
- Concrete Plant I
- Concrete Plant II
- Bituminous Plant I
- Bituminous Plant II
- Bridge Inspector Level I
- Bridge Inspector Level II

Knowledgeable Project Managers

We have a number of experienced project managers who specialize in State-Aid and Federal Projects. Their knowledge of the material certification process, MnDOT Schedule of Material Control, required documentation, and the audit process requirements will be an asset to the team. Our project managers are responsible for communicating test results quickly, submitting required documentation (Weekly Concrete Reports, etc), and coordinating Independent Assurance requirements. As a result of past work our project managers have a working relationship with MnDOT staff and are able to get timely responses to questions and resolve issues to keep the project on schedule. Their specialized expertise is one factor that leads to the successful completion of the project.

Accredited Materials Laboratory

In the 2014 State Aid Local Transportation (SALT) Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Materials Reference Laboratory (AMRL) for all test procedures performed. Braun Intertec is one of the few independent testing companies that is accredited by AMRL in the metro area. With our accredited laboratory located close to the project site we propose to perform the laboratory tests at our corporate office location in Bloomington. With our Metro Material Laboratory often working twenty-four hours a day laboratory test results are delivered in a timely and accurate manner to keep up with the project schedule and demands.

Customer Service

On any project, communication and establishing expectations are key to achieving customer satisfaction. To that end, our testers and project managers communicate regularly with the inspectors and project engineers. In our experience it is important to communicate material certification and testing on an ongoing basis. It is important that information be quickly communicated to verify that all of the required testing has been completed prior to that portion of the work being completed to avoid materials exceptions at the end of the project. We also use advanced technology, such as our cell phone and

laptop based Metafield® program, to improve the material testing communication process. Using these tools we are able to record and report testing information quickly back to their office so that the information can be reviewed and sent to the client in a timely manner. This process allows us to provide the client with the most current information as to our compliance with the MnDOT's material certification program and project requirements.

Final Materials Certification Report

As the project progresses, our experienced transportation project managers compile the project documentation into a final report designed to meet the requirements of an audit. Braun Intertec has been successfully audited numerous times on State and federally funded projects in the past and received positive feedback regarding our process. Our experience with these audits has led us to develop the format for our final report in order to provide a clear and simple document that provides the necessary information. Having our final report on file reduces the amount of time needed to satisfy the audit requirements, presents all the materials information in a single well organized document, and minimizes any audit related costs or potential loss of funding for the owner. Failure to adequately complete or document testing and material certification can result in significant funds being withheld. Our report includes the following items:

- Copies of Certification Cards for Braun Intertec employees conducting testing on this project.
- MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- All Moisture, DCP and Gradation test reports.
- Concrete mix designs.
- Weekly concrete reports.
- Concrete compressive strength results.
- Bituminous verification test results.
- Bituminous Contractor's summary sheets.
- Copies of concrete and bituminous plant certifications.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your onsite project personnel. Based on our understanding of the project, we propose to:

Soils Testing

Testing will be for quality assurance requirements and performed following the quality compaction method for MnDOT, unless listed below. **One major change in the 2014 SALT Schedule of Materials Control, which is part of this project's specifications, is the testing rate for structure trenches (including utility trenches). This additional requirement includes a much higher testing rate than previous years' Schedule of Materials Control for utility trench backfill.** The soil testing for this project will consist of the following:

- Performing Dynamic Cone Penetration (DCP) tests on aggregate base material.
- Performing moisture content tests at time of compaction on aggregate base material.
- Performing gradation tests on aggregate base material.
- Assembling the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Testing Services

The concrete testing for this project will consist of the following:

- Performing slump, temperature and air content tests on the plastic concrete prior to placement.
- Casting 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders and grout cubes.
- Developing the Weekly Concrete Reports for the Project Engineer's review and their submittal to MnDOT's Concrete Office.

Bituminous Testing Services

The bituminous testing for this project will consist of the following:

- Collecting one verification sample per mix per day of production. Performing quality assurance tests on this sample which include Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity.

Scheduling Assumptions

Based on our understanding of the project and the available project information, we have assumed that the work for this phase of the project will proceed according to the following schedules:

- Compaction testing on aggregate base will be performed using the Dynamic Cone Penetration method; a minimum of two tests will be conducted each trip with two trips assumed.
- We assume fifteen sets of concrete tests will be required to complete the project. Each set will include one cylinder broken at an age of seven days and two cylinders broken at an age of twenty eight days.
- Bituminous paving compaction for the project will be achieved by the MnDOT ordinary compaction method.
- We assume MnDOT's Metro Inspections Group will perform all required concrete and bituminous batch plant inspections for the project.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the construction materials testing services as described herein for an estimated fee of **\$8,793**. Our estimated costs are based on industry averages and our experience for construction production. Depending on the contractor's performance our costs may vary from our estimate. For the limits of this proposal we have estimated the testing rate and contractor's production based off our experience and have provided what we feel is a fair and realistic budget estimate. A tabulation showing our estimated hourly and/or unit rates associated with our proposed construction materials scope of services is also attached.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities, and associated fees, may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. However, prior to exceeding our estimated fee, we will update you regarding the progress of our work and notify you in the event it appears we will exceed our estimated fees; any fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This proposal was also developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 am to 4:00 pm, Monday through Friday. Services that we are asked to provide to meet the project requirements or a contractor's construction schedule outside our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours, or on Saturdays, will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sundays or Legal holidays will be 1.5 times the normal hourly rate for the service provided.

General Remarks

We would be happy to meet with you to discuss our proposed scope of services further, clarify the various scope components, and discuss how the scope may be adjusted to meet your project requirements.

We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not significantly delay us beyond our proposed schedule.

Bolton & Menk, Inc.
Revised Proposal QT006001
January 23, 2014
Page 6

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our construction materials testing approach to this project further, please call Chad Seaton at 612.221.0450.

Sincerely,

BRAUN INTERTEC CORPORATION



Chad M. Seaton
Transportation Project Manager



Benjamin P. Dzioba, PE, PMP, DBIA
Principal - Senior Engineer

Attachment:
Table 1. Estimated Costs
General Conditions – CMT (9/1/13)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

QTB006001

County Road B Trail (SP-062-625-037)

Client: Bolton & Menk, Inc. Tim Lamkin 12224 Nicollet Avenue Burnsville, MN 55337 952-448-8838	Work Site Address: County Road B from Birmingham Street to Van Dyke Street Maplewood, MN 55109	Service Description: Construction Materials Testing
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Project Manager: Chad Seaton

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$1,362.00
1861	CMT Trip Charge	3.00	Each	15.00	\$45.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	1.00	Each	133.00	\$133.00
209	Sample pick-up	3.00	Hour	68.00	\$204.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sam	2.00	Each	115.00	\$230.00
1193	Double-ring Infiltrometer test (ASTM D 3385): Granular soils	1.00	Each	478.00	\$478.00
217	Compaction Testing - Sandcone & DCP	4.00	Hour	68.00	\$272.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	2.00	Trips	2.00	4.00
Activity 1.2	Concrete Testing				\$3,012.00
261	Concrete Testing	24.00	Hour	68.00	\$1,632.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	4.00	Trips	2.00	8.00
	Curb & Gutter	2.00	Trips	2.00	4.00
	Driveways	6.00	Trips	2.00	12.00
1369	Compressive strength of 4 x 8" concrete cylinders (ASTM C 39	36.00	Each	22.00	\$792.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	4.00	Set	3.00	12.00
	Curb & Gutter	2.00	Set	3.00	6.00
	Driveways	6.00	Set	3.00	18.00
1861	CMT Trip Charge	12.00	Each	15.00	\$180.00
278	Concrete Cylinder Pick up	6.00	Hour	68.00	\$408.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	6.00	Trips	1.00	6.00
Activity 1.3	Pavement Testing				\$1,580.00
1861	CMT Trip Charge	2.00	Each	15.00	\$30.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	2.00	Each	133.00	\$266.00
1532	Extracted aggregate gradation (ASTM D 5444), per sample	2.00	Each	92.00	\$184.00
222	Bituminous Observations & Testing	4.00	Hour	90.00	\$360.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Verification Split Sample With Contractor	2.00	Trips	2.00	4.00
1528	Rice specific gravity (ASTM D 2041), per sample	2.00	Each	71.00	\$142.00
1705	Fine Aggregate Angularity (ASTM C1252), per sample	2.00	Each	68.00	\$136.00
1568	Gyratory gravity (AASHTO T312), per sample	2.00	Each	160.00	\$320.00
1688	Percent crushed (ASTM D5821), per sample	2.00	Each	71.00	\$142.00
Activity 1.4	Project Management				\$2,069.00
226	Project Manager	7.00	Hour	145.00	\$1,015.00



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Project Proposal

QTB006001

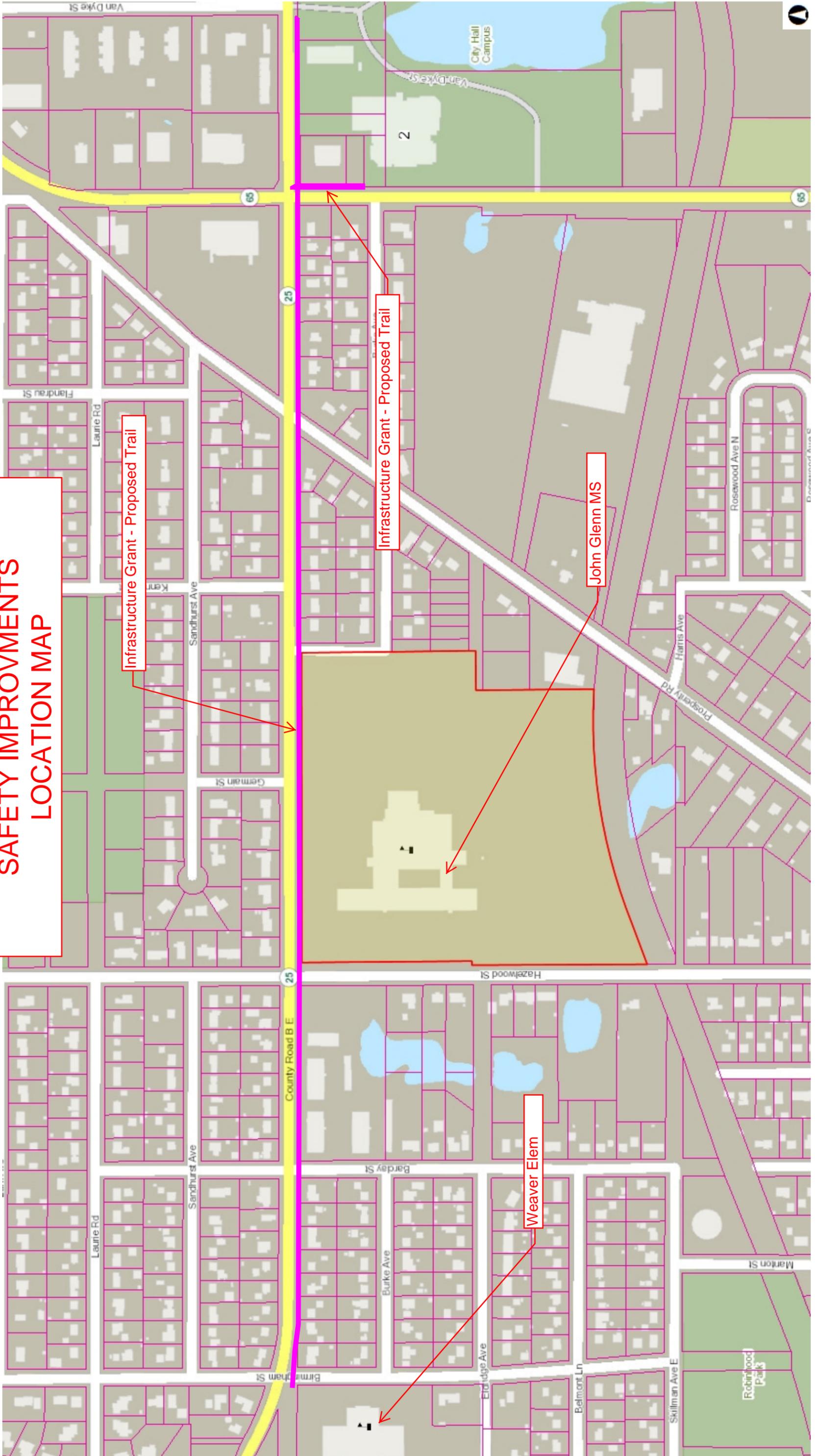
County Road B Trail (SP-062-625-037)

1230	MnDOT Final Report	1.00	Each	750.00	\$750.00
228	Senior Project Manager	1.00	Hour	162.00	\$162.00
238	Project Assistant	2.00	Hour	71.00	\$142.00
				Phase 1 Total:	\$8,023.00

Phase 2		MnDOT Testing			
Activity 2.1	Concrete Testing				\$770.00
261	Concrete Testing	6.00	Hour	68.00	\$408.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Intersections	2.00	Trips	2.00	4.00
	Signal Items	1.00	Trips	2.00	2.00
1369	Compressive strength of 4 x 8" concrete cylinders (ASTM C 39	9.00	Each	26.00	\$234.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Intersections	2.00	Set	3.00	6.00
	Signal Items	1.00	Set	3.00	3.00
1861	CMT Trip Charge	4.00	Each	15.00	\$60.00
278	Concrete Cylinder Pick up	1.00	Hour	68.00	\$68.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	1.00	Trips	1.00	1.00
				Phase 2 Total:	\$770.00

Proposal Total:	\$8,793.00
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COUNTY ROAD B TRAIL AND SAFETY IMPROVEMENTS LOCATION MAP



Infrastructure Grant - Proposed Trail

Infrastructure Grant - Proposed Trail

John Glenn MS

Weaver Elem



Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Enter Map Description

MEMORANDUM

TO: City Council
FROM: Melinda Coleman, City Manager
DATE: May 5, 2015
SUBJECT: Council Calendar Update

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 announcements of the meetings, but a snapshot look at the upcoming meetings for the City Council to plan their calendars. No action is required.

Upcoming Agenda Items & Work Session Schedule

1. May 26th (Meeting date changed from May 25th for Memorial Day Holiday)
Workshop – Review of Parliamentary Procedures / Council Decorum
City Council Meeting – Gas Franchise Fee Ordinance, Villages at Frost and English
2. June 8th
Workshop – Business Outreach Plan
3. June 22nd
Workshop – 2016 – 2020 CIP

Budget Impact

None.

Recommendation

No action required.

Attachments

None.