

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, September 24, 2012
City Hall, Council Chambers
Meeting No. 17-12

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

1. *Acknowledgement of Maplewood Residents Serving the Country*

C. ROLL CALL

Mayor's Address on Protocol:

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

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of September 10, 2012 City Council Workshop Minutes
2. Approval of September 10, 2012 City Council Meeting Minutes
3. Approval of September 10, 2012 Economic Development Authority Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Award Recognition for Maplewood's Participation in the EMS Immediate Trial Study – No Report

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 a Lawful Gambling License for Merrick Inc. at Jake's City Grill, 1745 Beam Ave E
3. Approval of Cleaning Service Agreement with Marsden Cleaning Maintenance LLC, for Campus Buildings
4. Approval to Extend Lease for 170 Ton Air Cooled Chiller for Maplewood Community Center
5. Approval of 2012 Justice Assistance Grant (JAG)
6. Approval of Fall Clean Up Event – October 13, 2012
7. Approval of Resolution Accepting a Donation to the Fire Department from Lorry Houle and Ken and Nancy Schak
8. Approval to Sell a Surplus Old Fire Truck
9. Approval of Amendment of the Educational Facilities Revenue Note, SERIES 2010 (Hill-Murray School Project)

H. PUBLIC HEARINGS

None

I. UNFINISHED BUSINESS

1. Consideration of Petition Requesting 24-Hour Parking Adjacent to Cottages of Legacy Village (Hazelwood Street and Legacy Parkway)

J. NEW BUSINESS

1. Approval of an On-Sale Intoxicating Liquor License for Freddy's Tiki Hut, 1820 Rice Street
2. Approval of Penalties for Alcohol Compliance Failures
3. Approval of Resolution Approving Plans and Specifications and Advertising for Bids, TH 36 / English Street Interchange Improvements, City Project 09-08
4. Approval of Ordinance Amending Xcel Franchise Fees – 1st Reading

K. AWARD OF BIDS

None

L. ADMINISTRATIVE PRESENTATIONS

1. Notice of Cancellation of the October 1st Council-Manager Workshop

M. COUNCIL PRESENTATIONS

None

N. ADJOURNMENT

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

RULES OF CIVILITY FOR OUR COMMUNITY

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

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
5:15 P.M. Monday, September 10, 2012
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:18 p.m. by Mayor Rossbach.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

Councilmember Llanas moved to approve the agenda as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Commissioner Interviews
 - a. Environmental & Natural Resources Commission
 - b. Planning Commission

The following individuals were interviewed for reappointment to the Environmental Commission; Dale Tripler and Randee Edmunson.

The following individual was interviewed for reappointment to the Planning Commission; Dale Tripler.

2. Fire Relief Association Benefit Increase

City Manager Antonen and Finance Manager Bauman presented the staff report and answered questions of the council.

F. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 6:34 p.m.

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, September 10, 2012
Council Chambers, City Hall
Meeting No. 16-12

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:04 p.m. by Mayor Rossbach.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

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

D. APPROVAL OF AGENDA

The following changes were made to the agenda:

- J1. Tabled - Approval of an On-Slae Intoxicating Liquor License for Freddy's Tiki Hut
- J4. Move to J1. Approval on an On-Sale Intoxicating Liquor License for New Owner's of Dive Bar

The following items were added to the agenda:

- M1. Maplewood Mall Rainwater Makeover Celebration
- M2. Fish Creek Event
- M3. Crime Watch
- M4. Recognition of 9/11
- M5. Voter ID Amendment Forum

Councilmember Llanas moved to approve the agenda as amended.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of August 27, 2012 City Council Meeting Minutes

The following corrections were made to the minutes:

- E2. Change the motion to read "at \$85 (a prorated yearly rate)."

ACCOUNTS PAYABLE:

\$ 406,668.76	Checks # 87757 thru # 87806 dated 8/22/12 thru 8/28/12
\$ 359,923.39	Disbursements via debits to checking account dated 8/20/12 thru 8/24/12
\$ 398,420.24	Checks # 87807 thru # 87850 dated 8/27/12 thru 9/4/12
\$ 278,016.06	Disbursements via debits to checking account dated 8/27/12 thru 8/31/12
<hr/>	
\$ 1,443,028.45	Total Accounts Payable

PAYROLL

\$ 524,652.50	Payroll Checks and Direct Deposits dated 8/31/12
\$ 725.00	Payroll Deduction check # 9987418 dated 8/31/12
<hr/>	
\$ 525,377.50	Total Payroll
<hr/>	
\$ 1,968,405.95	GRAND TOTAL

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Approval of Resolution for a Temporary Gambling Permit for Presentation of the Blessed Virgin Mary

Councilmember Koppen moved to approve the resolution for a Temporary Gambling Permit for the Presentation of the Blessed Virgin Mary.

RESOLUTION 12-9-783

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary premises permit for lawful gambling on October 1, 2012 is approved for the Presentation of the Blessed Virgin Mary, 1725 Kennard Street, Maplewood.

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

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

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

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

3. Approval of Resolution for a Temporary Gambling Permit for Good Samaritan Society of Maplewood

Councilmember Koppen moved to approve the resolution for a Temporary Gambling Permit for the Good Samaritan Society-Maplewood.

RESOLUTION 12-9-784

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary premises permit for lawful gambling on November 20, 2012 is approved for the Good Samaritan Society, 550 Roselawn Ave East, Maplewood.

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

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

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

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

4. Approval of Internet Crimes Against Children (ICAC) Agreement

Chief Police Thomalla presented the staff report.

Councilmember Koppen moved to approve the Internet Crimes Against Children Joint Powers Agreement with the Minnesota Bureau of Criminal Apprehensions and to approve the resolution authorizing Chief Thomalla to be the legal authority/authorized representative to sign future Joint Powers Agreements and Amendments.

RESOLUTION 12-9-785

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENT WITH THE CITY OF MAPLEWOOD ON BEHALF OF ITS POLICE DEPARTMENT

WHEREAS, the City of Maplewood, on behalf of its Police Department, desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension, to participate in the Minnesota Internet Crimes Against Children Task Force;

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

1. That the State of Minnesota Joint Powers Agreement, by and between the

State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the City of Maplewood, on behalf of its Police Department, is hereby approved.

2. That Police Chief David Thomalla, or his successor, is designated the Legal Authority/Authorized Representative for the Maplewood Police Department. The Legal Authority/Authorized Representative is also authorized to sign any subsequent Amendments or Agreements that may be required by the State of Minnesota to maintain participation in this Joint Powers Agreement.
3. That Will Rossbach, the Mayor for the City of Maplewood, and Karen Guilfoile, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Adopted this 10th day of September, 2012, by the City Council of Maplewood, Minnesota.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

5. Approval of Financial Assistance Request for the Ramsey County Chaplains

Councilmember Koppen moved to approve the amount of \$300 for the Ramsey County Chaplains to attend the ICPC Regional Conference in October.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

6. Approval to Purchase HP Server Storage System

Councilmember Koppen moved to approve the authorization to purchase the HP storage system.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

7. Conditional Use Permit Review - The Shores at Lake Phalen, 940 Frost Avenue

Assistant City Manager answered questions of the council.

Councilmember Koppen moved to approve the extension of the Conditional Use Permit for The Shores at Lake Phalen and review again in one year.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

8. Conditional Use Permit Review – Maplewood Toyota, 2873 Maplewood Drive

Councilmember Koppen moved to approve the Conditional Use Permit for Maplewood Toyota and review again in one year.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

H. PUBLIC HEARING

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

Approval of an On-Sale Intoxicating Liquor License for Freddy's Tiki Hut

This item was tabled.

1. Approval of an On-Sale Intoxicating Liquor License for New Owner's of Dive Bar.

City Clerk Guilfoile presented the staff report and answered questions of the council. Matthew Phelps and Douglas Henry were present and addressed the council.

Councilmember Llanas moved to approve an On-Sale Intoxicating Liquor License for New Owner's of the Dive Bar located at 3035 White Bear Avenue.

Seconded by Councilmember Koppen

Ayes – Mayor Rossbach, Councilmember Juenemann, Koppen and Llanas
Abstain – Councilmember Cardinal

The motion passed.

2. Approval of a Memorandum of Understanding Between the City of Maplewood and Allied Waste Services Setting Terms of Services to be Provided through the Residential Trash System

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

Councilmember Juenemann moved to approve the Memorandum of Understanding Between the City of Maplewood and Allied Waste Services Setting Terms of Services to be Provided through the Residential Trash System

Seconded by Councilmember Llanas

Ayes – All

The motion passed.

3. Preliminary Approval of Proposed Tax Levy Payable in 2013 and Setting Budget Public Hearing Date

Assistant City Manager Ahl and Finance Manager Bauman presented the staff report and answered questions of the council. The council had concerns about public safety and being able to more quickly pay down the dept.

Councilmember Juenemann moved to approve the resolution setting the maximum City tax levy for payable in 2013 at \$18,567,660 (4%) and setting the date for the Public Hearing on the 2013 Levy and Budget for Monday December 10, 2012 at 7:00 p.m. as part of the regular City Council Meeting . This levy combined with the proposed EDA levy of \$89,750 will result in a total levy of \$18,656,930 which is a 4.5% increase over 2012.

RESOLUTION 12-9-786

RESOLUTION PROVIDING PRELIMINARY APPROVAL
OF A PROPOSED TAX LEVY PAYABLE IN 2013
And
SETTING BUDGET PUBLIC HEARING DATE

WHEREAS, State law requires that the City Council give preliminary approval of a proposed tax levy for 2012 payable in 2013 by September 15, 2012 and

WHEREAS, the City Council has reviewed preliminary information on the Proposed 2013 Budget and has determined the amount of the proposed tax levy payable in 2013 which is the maximum amount that will be levied.

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

1. The proposed tax levy for 2012 payable in 2013 in the amount of \$18,567,660 is hereby given preliminary approval and shall be certified to the Ramsey County Auditor.
2. The date for consideration of the final levy and consideration of the 2013 Budget shall be set as Monday, December 10, 2012 at 7:00 pm in the Maplewood City Council Chambers.

Seconded by Councilmember Llanas

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

The motion passed.

K. AWARD OF BIDS

- 1. East Metro Public Safety Training Center Bid Package 2, City Project 09-09, Resolution Receiving Bids and Awarding Construction Contract**

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

Councilmember Juenemann moved approve the Resolution Receiving Bids and Awarding Construction Contract for the East Metro Safety Training Center Bid Package 2, City Project 09-09, to Frattalone Companies

RESOLUTION 12-9-787
RECEIVING BIDS AND AWARDING CONSTRUCTION CONTRACT

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Frattalone Companies in the amount of \$519,705.94, is the lowest responsible bid for the construction of the East Metro Public Safety Training Center: Bid Package 2 – City Project 09-09, and the mayor and clerk are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

Councilmember Llanas informed residents on the potential cost of the Voter ID Amendment.

N. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 8:54 p.m.

DRAFT

MINUTES
MAPLEWOOD AREA ECONOMIC DEVELOPMENT AUTHORITY
September 10, 2012
Council Chambers, City Hall

A. CALL TO ORDER

A meeting of the City Council serving as the Economic Development Authority, (EDA), was held in the City Hall Council Chambers and was called to order at 8:54 p.m. by EDA Chair Llanas.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

Mayor Rossbach move to approve the agenda as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

D. APPROVAL OF MINUTES

None

E. NEW BUSINESS

1. Preliminary Approval of Proposed Tax Levy Payable in 2013 and Setting Budget Public Hearing Date

Finance Manager Bauman presented the staff report and answered questions of the council.

Councilmember Koppen moved to approve the resolution setting the maximum tax levy for payable in 2013 at \$89,270 and setting the date for the Public Hearing on the 2013 Levy and Budget for Monday, December 10, 2012 after the regular scheduled City Council Meeting.

RESOLUTION 12-9-788
RESOLUTION PROVIDING PRELIMINARY APPROVAL OF A
PROPOSED TAX LEVY PAYABLE IN 2013
And
SETTING BUDGET PUBLIC HEARING DATE

WHEREAS, State law requires that the Maplewood Area Economic Development Authority give preliminary approval of a proposed tax levy for 2012 payable in 2013 by September 15, 2012 and

WHEREAS, the Maplewood Area Economic Development Authority has reviewed preliminary information on the Proposed 2013 Budget and has determined the amount of the proposed tax levy payable in 2013 which is the maximum amount that will be levied.

NOW THEREFORE BE IT RESOLVED BY THE MAPLEWOOD AREA ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF MAPLEWOOD, MINNESOTA THAT:

1. The proposed tax levy for 2012 payable in 2013 in the amount of \$89,270 is hereby given preliminary approval and shall be certified to the Ramsey County Auditor.
2. The date for consideration of the final levy and consideration of the 2013 Budget shall be set as Monday, December 10, 2012 at 7:00 pm in the Maplewood City Council Chambers.

Seconded by Councilmember Cardinal

Ayes – All

The motion passed.

F. ADJOURMENT

EDA Chair Llanas adjourned the meeting at 9:01 p.m.

AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: September 17, 2012

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

ACCOUNTS PAYABLE:

\$ 109,391.45	Checks # 87851 thru # 87892 dated 9/5/12 thru 9/11/12
\$ 380,610.56	Disbursements via debits to checking account dated 9/4/12 thru 9/7/12
\$ 804,540.88	Checks # 87893 thru # 87953 dated 9/13/12 thru 9/18/12
\$ 272,898.53	Disbursements via debits to checking account dated 9/10/12 thru 9/14/12
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\$ 1,567,441.42	Total Accounts Payable

PAYROLL

\$ 526,654.02	Payroll Checks and Direct Deposits dated 9/14/12
\$ 1,475.50	Payroll Deduction check # 9987441 thru # 9987443 dated 9/14/12
<hr/>	
\$ 528,129.52	Total Payroll
<hr/>	
<u>\$ 2,095,570.94</u>	<u>GRAND TOTAL</u>

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

sb
attachments

**Check Register
City of Maplewood**

09/07/2012

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
87851	09/05/2012	02464 US BANK	FUNDS FOR ATMS	10,000.00
87852	09/11/2012	00240 C.S.C. CREDIT SERVICES	APPLICANT BACKGROUND CHECKS	50.00
87853	09/11/2012	03576 EUREKA RECYCLING	RECYCLING BINS	7,534.69
87854	09/11/2012	04220 ISS FACILITY SERVICES-MN	CLEAN & SEAL RESTROOM FLOORS	650.87
87855	09/11/2012	04060 MES - MIDAM	SCBA REPAIR	540.20
87856	09/11/2012	04265 MARIA PIRELA	ZUMBA INSTRUCTION - AUG	157.50
87857	09/11/2012	01337 RAMSEY COUNTY-PROP REC & REV	SP ASSESS FEE 2011	5,117.50
87858	09/11/2012	01337 RAMSEY COUNTY-PROP REC & REV	PLANTS FOR EAGLE SCOUT PLANTING	1,108.29
87859	09/11/2012	01409 S.E.H.	FIRE STATION #1 STUDY	3,185.31
87860	09/11/2012	02274 SPRINT	SPRINT SRVS 07/15 -08/14	7,390.22
87861	09/11/2012	01574 T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	1,442.64
87862	09/11/2012	01190 XCEL ENERGY	ELECTRIC UTILITY	14,252.20
	09/11/2012	01190 XCEL ENERGY	ELECTRIC UTILITY	105.01
	09/11/2012	01190 XCEL ENERGY	ELECTRIC UTILITY	16.59
87863	09/07/2012	04937 RICHARD DUNKIRK	PERFORMANCE MCC SEPT 7	1,000.00
87864	09/11/2012	00111 ANIMAL CONTROL SERVICES	PATROL HOURS & CALL-OUT 8/13-9/2	2,271.00
87865	09/11/2012	00116 APPEARANCE PLUS CAR WASH CORP	CAR WASHES - APRIL - JULY	512.20
87866	09/11/2012	02324 APPLIED ECOLOGICAL SERVICES	MOWING AT BEAVER CREEK	629.49
87867	09/11/2012	04047 ASHLAND PRODUCTIONS	SOUND TECH FOR MCC AUG 7	150.00
87868	09/11/2012	03738 CHARLES E. BETHEL	ATTORNEY SRVS FEES/RENT - OCT	6,775.00
87869	09/11/2012	04544 C. MOGREN INC.	PROJ 11-15 2324 LINWOOD LANSCAPING	595.00
87870	09/11/2012	00309 COMMISSIONER OF TRANSPORTATION	PROJ 11-15 MATERIAL TESTING/INSPECT	835.30
87871	09/11/2012	04035 ENVIRE. HEALTH CONSULTANTS INC	TEST FOR AIRBORNE FUNGAI AT NC	1,093.30
87872	09/11/2012	01401 FIRST STUDENT INC	DAY CAMP BUS FEES - VALLEYFAIR	309.50
	09/11/2012	01401 FIRST STUDENT INC	DAY CAMP BUS FEES - MN ZOO	286.00
87873	09/11/2012	00550 GAMETIME	REPLACE PLAYGROUND EQUIP	53.78
87874	09/11/2012	00857 LEAGUE OF MINNESOTA CITIES	ANNUAL DUES	21,812.00
87875	09/11/2012	00857 LEAGUE OF MINNESOTA CITIES	MN MAYORS ASSOC MEMBERSHIP DUES	30.00
87876	09/11/2012	01085 MN LIFE INSURANCE	MONTHLY PREMIUM - SEPT	2,845.55
87877	09/11/2012	05059 ARTHUR MOLLIKA	ELECTION JUDGE PRIMARY ELECTION	161.88
87878	09/11/2012	00001 ONE TIME VENDOR	CHARITABLE GAMBLING-BOY SCOUT 461	1,250.00
87879	09/11/2012	00001 ONE TIME VENDOR	REFUND R PLATZER - TREE REBATE	200.00
87880	09/11/2012	00001 ONE TIME VENDOR	REFUND J JOHANEK - TREE REBATE	100.00
87881	09/11/2012	00001 ONE TIME VENDOR	REFUND J MAGEE - TREE REBATE	100.00
87882	09/11/2012	00001 ONE TIME VENDOR	REFUND M ERICSON HP BENEFIT	80.00
87883	09/11/2012	03446 RICK JOHNSON DEER & BEAVER INC	DEER REMOVAL - AUGUST	230.00
87884	09/11/2012	01426 SCOTT SCHULTZ	REIMB FOR D GERMAIN RETIREMENT	100.00
87885	09/11/2012	02905 MARK A. SEVILLA	SANDING THEATER STAGE AT MCC	2,080.00
87886	09/11/2012	05057 SHENEHON COMPANY	PROJ 09-08 APPRAISAL SERVICES	4,800.00
87887	09/11/2012	05038 SIMON YOUTH FOUNDATION	CHARITABLE GAMBLING	58.92
87888	09/11/2012	00198 ST. PAUL REGIONAL WATER SRVS	WATER UTILITY	4,332.98
87889	09/11/2012	01550 SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - AUG	2,804.40
87890	09/11/2012	04528 SARA M. R. THOMPSON	ZUMBA INSTRUCTION - AUGUST	179.13
87891	09/11/2012	02464 US BANK	PAYING AGENT FEES	431.25
	09/11/2012	02464 US BANK	PAYING AGENT FEES	431.25
	09/11/2012	02464 US BANK	PAYING AGENT FEES	431.25
	09/11/2012	02464 US BANK	PAYING AGENT FEES	431.25
87892	09/11/2012	02359 WALLY'S UPHOLSTERY	SHORTEN BLOCK WALL PROTECTORS	440.00

109,391.45

42 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
9/4/2012	MN State Treasurer	Drivers License/Deputy Registrar	33,478.02
9/4/2012	US Bank Merchant Services	Credit Card Billing fee	2,919.30
9/4/2012	U.S. Treasurer	Federal Payroll Tax	101,418.55
9/4/2012	P.E.R.A.	P.E.R.A.	90,045.96
9/4/2012	MidAmerica - ING	HRA Flex plan	20,006.22
9/4/2012	Labor Unions	Union Dues	5,335.20
9/5/2012	MN State Treasurer	Drivers License/Deputy Registrar	44,373.23
9/6/2012	MN State Treasurer	Drivers License/Deputy Registrar	31,395.86
9/7/2012	MN State Treasurer	Drivers License/Deputy Registrar	46,647.95
9/7/2012	Optum Health	DCRP & Flex plan payments	4,990.27
	TOTAL		<u><u>380,610.56</u></u>

**Check Register
City of Maplewood**

09/14/2012

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
87893	09/13/2012	03818	MEDICA	MONTHLY PREMIUM - SEPT	156,335.83
87894	09/14/2012	05029	MIDWEST ENTERTAINERS, INC.	BAL DUE FOR ENTERTAINERS MCC	1,500.00
87895	09/14/2012	02464	US BANK	FUNDS FOR ATMS	10,000.00
87896	09/18/2012	04842	MARY JOSEPHINE ANDERSON	ZUMBA INSTRUCTION NSP AUGUST	120.00
87897	09/18/2012	04374	EMS TECHNOLOGY SOLUTIONS, LLC	AMBUTRAK LICENSE FEE	399.00
87898	09/18/2012	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES - AUGUST	80.00
87899	09/18/2012	02407	H & B SPECIALIZED PRODUCTS	REPAIR OPERABLE COURT CURTAINS	675.00
87900	09/18/2012	00393	DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - AUG 14961123035	4,176.43
87901	09/18/2012	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD MONTHLY - SEPT	7,036.31
87902	09/18/2012	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - AUG	27,409.41
	09/18/2012	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - AUG	455.52
	09/18/2012	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - AUG	414.96
87903	09/18/2012	01337	RAMSEY COUNTY-PROP REC & REV	SA BILLING BY RAMSEY CTY 2012	5,020.00
87904	09/18/2012	01337	RAMSEY COUNTY-PROP REC & REV	TIF ADMIN EXPENSES 2011	4,765.50
87905	09/18/2012	01574	T.A. SCHIFSKY & SONS, INC	PROJ 11-14 BARTELMY-MEYER PMT#5	430,718.15
	09/18/2012	01574	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS NOT TO EXCEED	621.95
87906	09/18/2012	04845	TENNIS SANITATION LLC	RECYCLING FEE - AUGUST	27,499.50
87907	09/18/2012	04192	TRANS-MEDIC	EMS BILLING - AUGUST	3,427.22
87908	09/18/2012	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	1,024.00
87909	09/18/2012	01798	YOCUM OIL CO.	CONTRACT GASOLINE - AUGUST	17,506.49
87910	09/18/2012	00064	MARK ALDRIDGE	SECURITY OFFICER FOR MCC SEPT 08	245.00
87911	09/18/2012	01996	ALLINA HEALTH SYSTEMS	TRAINING	150.00
87912	09/18/2012	05061	APWA-MN CHAPTER	REGISTRATION FEES	990.00
87913	09/18/2012	04047	ASHLAND PRODUCTIONS	SOUND SETUP & EQUIP MCC AUG 21	50.00
87914	09/18/2012	05062	BENCHWARMERS	T-SHIRTS	680.00
87915	09/18/2012	02361	JOHN BOHL	REIMB FOR PARKING 8/27	7.00
87916	09/18/2012	04549	JAN ALICE CAMPBELL	ZUMBA INSTRUCTION - AUGUST	107.50
87917	09/18/2012	04066	CONNECT ELECTRIC	ELECTRICAL FOR NEW EQUIP MCC	3,132.00
	09/18/2012	04066	CONNECT ELECTRIC	INSTALL LIGHT FIXTURES MCC	312.00
87918	09/18/2012	02921	MICHAEL J DUGAS	DEDUCTION FROM 08/10 VISA IN ERROR	96.38
87919	09/18/2012	04937	RICHARD DUNKIRK	PERFORMANCE MCC SEPT 7	2,270.00
87920	09/18/2012	00471	VIRGINIA ERICKSON	REIMB FOR PURCHASE OF GUN 8/28	400.00
87921	09/18/2012	00003	ESCROW REFUND	ESCROW REL KETTLER 1746 EDGEMONT	1,500.00
	09/18/2012	00003	ESCROW REFUND	ESCROW REL KETTLER 1747 EDGEMONT	1,500.00
87922	09/18/2012	04930	GPRS	REGISTRATION FEES	50.00
87923	09/18/2012	00644	HEALTHPARTNERS	REFUNDS FOR TRANS MEDIC ID#131680	6,691.05
87924	09/18/2012	03968	HIGHWAY TECHNOLOGIES, INC	REPLACEMENT BARRICADES	865.05
87925	09/18/2012	00671	HIRSHFIELDS	ATHLETIC FIELDMARK WHITE TOTE	1,469.53
87926	09/18/2012	03115	ICPC - REGION 3-RTS2012	ASSISTANCE TO ATTEND TRAINING	300.00
87927	09/18/2012	02237	IMPERIAL IMPRESSIONS	CITATION ENVELOPES	396.35
87928	09/18/2012	04152	ISD 622 COMMUNITY EDUCATION	1/3 SHARE OF TARTAN ARENA	37,330.09
87929	09/18/2012	00809	TOMMY KONG	SECURITY OFFICER FOR MCC SEPT 1	280.00
87930	09/18/2012	04098	NICHOLAS KREKELER	REIMB FOR NEW UNIFORM SHIRT	50.00
87931	09/18/2012	04900	LASTING IMPRESSIONS BY AMY LLC	BANQUET ROOM DRAPING SEPT 1	600.00
87932	09/18/2012	04114	MEDICARE PART B	REFUND FOR TRANS MEDIC 1376755348	351.04
87933	09/18/2012	00986	METROPOLITAN COUNCIL	MONTHLY SAC - AUGUST	35,120.25
87934	09/18/2012	02175	AMY NIVEN	REIMB FOR MILEAGE 8/1 - 8/31	34.41
87935	09/18/2012	00001	ONE TIME VENDOR	REIMB R THOMALLA SOD REPLACEMENT	1,421.00
87936	09/18/2012	00001	ONE TIME VENDOR	REFUND R VOLK FOR TRANS MEDIC	1,171.00
87937	09/18/2012	00001	ONE TIME VENDOR	REFUND MAHTOMEDI HIGH - LOCK-IN	1,000.00
87938	09/18/2012	00001	ONE TIME VENDOR	REFUND J LINDQUIST MEMBERSHIP	173.54
87939	09/18/2012	00001	ONE TIME VENDOR	REFUND N VO SWIM LESSONS	146.00
87940	09/18/2012	00001	ONE TIME VENDOR	REIMB B FYKSEN OVERDRAFT CHARGES	70.00
87941	09/18/2012	00001	ONE TIME VENDOR	REFUND R COOLEY BCBS BENEFIT	40.00
87942	09/18/2012	00001	ONE TIME VENDOR	REFUND N COOMBS BIRTHDAY PARTY	35.00
87943	09/18/2012	00001	ONE TIME VENDOR	REIMB T GYSBERS PHOTOS FOR PD	26.10
87944	09/18/2012	00001	ONE TIME VENDOR	REFUND K KRIEG MEDICA BENEFIT	20.00
87945	09/18/2012	00001	ONE TIME VENDOR	REFUND J MARDONES-CLARO MEDICA	20.00
87946	09/18/2012	01289	PRAIRIE RESTORATIONS INC	MOWING PRAIRIE SEEDING LION PARK	300.25
87947	09/18/2012	00396	MN DEPT OF PUBLIC SAFETY	TRAINING REF 22028	225.00

87948	09/18/2012	01345	RAMSEY COUNTY	COPY FEES	13.00
87949	09/18/2012	01359	REGAL AUTO WASH BILLING	CAR WASHES - JULY	98.98
87950	09/18/2012	01836	CITY OF ST PAUL	SRVS (RMS) PROVIDED TO PD - SEPT	5,196.09
87951	09/18/2012	00198	ST. PAUL REGIONAL WATER SRVS	KENNARD IRRIGATION	84.36
87952	09/18/2012	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - AUG	250.00
87953	09/18/2012	03247	WINNICK SUPPLY INC	FITTINGS FOR PUMP OPERATIONS	87.64

804,540.88

61 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement <u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
9/10/2012	MN State Treasurer	Drivers License/Deputy Registrar	37,989.94
9/10/2012	MN Dept of Natural Resources	DNR electronic licenses	661.50
9/11/2012	MN State Treasurer	Drivers License/Deputy Registrar	25,073.49
9/12/2012	MN State Treasurer	Drivers License/Deputy Registrar	49,646.73
9/13/2012	MN State Treasurer	Drivers License/Deputy Registrar	41,027.13
9/14/2012	MN State Treasurer	Drivers License/Deputy Registrar	38,251.60
9/14/2012	MN Dept of Natural Resources	DNR electronic licenses	487.00
9/14/2012	US Bank VISA One Card*	Purchasing card items	46,806.99
9/14/2012	Optum Health	DCRP & Flex plan payments	740.00
9/14/2012	ICMA (Vantagepointe)	Deferred Compensation	4,469.15
9/14/2012	ING - State Plan	Deferred Compensation	27,745.00
TOTAL			<u><u>272,898.53</u></u>

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
08/29/2012	08/31/2012	VERIZON WRLS MYACCT VN	\$317.55	CHAD BERGO
08/30/2012	09/03/2012	MIKES LP GAS INC	\$34.00	BRENT BUCKLEY
08/24/2012	08/27/2012	FIRST SHRED	\$199.50	SARAH BURLINGAME
08/28/2012	08/30/2012	OFFICE DEPOT #1090	\$62.73	SARAH BURLINGAME
08/28/2012	08/30/2012	OFFICE DEPOT #1079	\$7.07	SARAH BURLINGAME
08/30/2012	08/31/2012	BACHMAN'S INC #0004	\$172.46	SARAH BURLINGAME
08/31/2012	09/03/2012	CURTIS 1000 INC.	\$473.46	SARAH BURLINGAME
09/01/2012	09/03/2012	PAYMENT SERVICES	\$43.92	SARAH BURLINGAME
09/04/2012	09/05/2012	LA POLICE GEAR INC	\$99.98	DANIEL BUSACK
09/06/2012	09/07/2012	UNIFORMS UNLIMITED INC.	\$254.60	DANIEL BUSACK
09/01/2012	09/03/2012	CARQUEST 01021229	\$12.20	JOHN CAPISTRANT
09/01/2012	09/03/2012	NAPA STORE 3279016	\$7.47	JOHN CAPISTRANT
08/27/2012	08/28/2012	VIKING ELECTRIC - CREDIT	\$599.33	SCOTT CHRISTENSON
08/28/2012	08/29/2012	VIKING ELECTRIC - CREDIT	(\$581.09)	SCOTT CHRISTENSON
08/28/2012	08/29/2012	KNOWLAN'S MARKET #2	\$13.35	SCOTT CHRISTENSON
08/28/2012	08/29/2012	VIKING ELECTRIC - CREDIT	\$392.53	SCOTT CHRISTENSON
08/29/2012	08/30/2012	VIKING ELECTRIC - CREDIT	\$294.38	SCOTT CHRISTENSON
08/29/2012	08/31/2012	THE HOME DEPOT 2801	\$243.14	SCOTT CHRISTENSON
08/30/2012	08/31/2012	VIKING ELECTRIC - CREDIT	\$224.44	SCOTT CHRISTENSON
09/01/2012	09/03/2012	THE HOME DEPOT 2801	\$63.64	SCOTT CHRISTENSON
09/04/2012	09/05/2012	VIKING ELECTRIC - CREDIT	\$101.11	SCOTT CHRISTENSON
08/24/2012	08/27/2012	HTC CUSTOM TRAINING	\$280.00	KERRY CROTTY
08/24/2012	08/27/2012	HTC CUSTOM TRAINING	\$140.00	KERRY CROTTY
08/23/2012	08/27/2012	RYCO SUPPLY COMPANY	\$11.78	CHARLES DEAVER
08/24/2012	08/27/2012	THE HOME DEPOT 2810	\$37.47	CHARLES DEAVER
08/25/2012	08/27/2012	WALGREENS #3122	\$9.13	CHARLES DEAVER
08/29/2012	08/30/2012	FRATTALLONES WOODBURY AC	\$9.73	CHARLES DEAVER
08/29/2012	08/31/2012	ADAM'S PEST CONTROL INC	\$73.81	CHARLES DEAVER
08/31/2012	09/03/2012	FRATTALLONES WOODBURY AC	\$7.49	CHARLES DEAVER
08/27/2012	08/29/2012	SKD TACTICAL	\$50.00	JOSEPH DEMULLING
09/04/2012	09/05/2012	OAKLEY PAYMETRIC	\$111.99	JOSEPH DEMULLING
08/23/2012	08/27/2012	THE HOME DEPOT 2801	\$37.38	TOM DOUGLASS
08/23/2012	08/27/2012	THE HOME DEPOT 2801	\$338.53	TOM DOUGLASS
08/24/2012	08/27/2012	THE HOME DEPOT 2801	\$3.50	TOM DOUGLASS
08/28/2012	08/30/2012	THE HOME DEPOT 2801	\$85.52	TOM DOUGLASS
09/04/2012	09/05/2012	LA POLICE GEAR INC	\$87.98	MICHAEL DUGAS
08/28/2012	08/29/2012	JOHN DEERE LANDSCAPES530	\$19.46	DAVE EDSON
08/28/2012	08/29/2012	ALS VACUUM JANITORIAL SUP	\$1,126.23	LARRY FARR
08/29/2012	08/30/2012	MENARDS 3059	\$179.45	LARRY FARR
08/29/2012	08/30/2012	WW GRAINGER	\$693.04	LARRY FARR
08/29/2012	08/30/2012	WW GRAINGER	\$2,046.48	LARRY FARR
08/30/2012	08/31/2012	TWIN CITY HARDWARE HADLEY	\$466.20	LARRY FARR
08/30/2012	09/05/2012	D F COUNTRYMAN	\$125.35	LARRY FARR
08/31/2012	09/03/2012	CINTAS #470	\$104.98	LARRY FARR
08/31/2012	09/03/2012	CINTAS #470	\$59.86	LARRY FARR
08/31/2012	09/03/2012	CINTAS #470	\$84.96	LARRY FARR
09/01/2012	09/03/2012	WM EZPAY	\$481.61	LARRY FARR
09/01/2012	09/03/2012	MENARDS 3022	\$128.88	LARRY FARR
09/03/2012	09/05/2012	THE HOME DEPOT 2801	\$19.56	LARRY FARR
09/04/2012	09/05/2012	D F COUNTRYMAN	\$1,130.00	LARRY FARR
09/05/2012	09/06/2012	OVERHEAD DOOR COMP	\$1,105.50	LARRY FARR
09/05/2012	09/06/2012	MUSKA ELECTRIC CO.	\$374.10	LARRY FARR
09/05/2012	09/06/2012	WM EZPAY	\$454.24	LARRY FARR
09/05/2012	09/06/2012	WM EZPAY	\$1,022.57	LARRY FARR
08/24/2012	08/27/2012	RECYCLING ASSOCIATION OF M	\$150.00	SHANN FINWALL
09/06/2012	09/07/2012	BUSCH SYSTEMS INT'L	\$959.97	SHANN FINWALL
08/31/2012	09/03/2012	MN HISTORICAL SOCIETY 2	\$400.00	DAVID FISHER
08/27/2012	08/28/2012	TOSHIBA BUSINESS SOLUTION	\$686.51	MYCHAL FOWLDS

08/27/2012	08/28/2012	TOSHIBA BUSINESS SOLUTION	\$4.03	MYCHAL FOWLDS
08/27/2012	08/29/2012	XP SOLUTIONS	\$629.25	MYCHAL FOWLDS
08/31/2012	09/03/2012	IDU*PUBLIC SECTOR	\$1,151.89	MYCHAL FOWLDS
09/01/2012	09/03/2012	IDU*PUBLIC SECTOR	\$12.77	MYCHAL FOWLDS
08/25/2012	08/27/2012	HP DIRECT-PUBLICSECTOR	\$138.19	NICK FRANZEN
08/27/2012	08/28/2012	CDW GOVERNMENT	\$131.98	NICK FRANZEN
08/29/2012	08/30/2012	MICROSOFT TECH SUPPORT	\$259.00	NICK FRANZEN
08/29/2012	08/31/2012	MONOPRICE INC	\$251.90	NICK FRANZEN
08/30/2012	08/31/2012	UPS*1Z13T4254293556599	\$20.66	NICK FRANZEN
08/31/2012	09/03/2012	IDU*PUBLIC SECTOR	\$337.30	NICK FRANZEN
08/31/2012	09/03/2012	MAPLEWOOD PARKS AND RECRE	\$0.01	NICK FRANZEN
09/01/2012	09/03/2012	IDU*PUBLIC SECTOR	\$400.95	NICK FRANZEN
09/04/2012	09/04/2012	HP DIRECT-PUBLICSECTOR	\$1,277.46	NICK FRANZEN
09/05/2012	09/06/2012	LA POLICE GEAR INC	\$87.98	DEREK FRITZE
08/24/2012	08/27/2012	THE HOME DEPOT 2801	\$498.70	VIRGINIA GAYNOR
09/04/2012	09/05/2012	U OF M ARBORETUM OL	\$60.00	VIRGINIA GAYNOR
09/05/2012	09/06/2012	MENARDS 3022	\$22.17	CAROLE GERNES
08/23/2012	08/27/2012	THE HOME DEPOT 2801	\$6.40	CLARENCE GERVAIS
09/04/2012	09/05/2012	METRO FIRE	\$200.79	CLARENCE GERVAIS
08/27/2012	08/29/2012	OFFICE DEPOT #1090	\$59.42	JEAN GLASS
08/28/2012	08/29/2012	GANDER MOUNTAIN	\$96.36	MARK HAAG
08/30/2012	08/31/2012	UNIFORMS UNLIMITED INC.	\$11.50	TIMOTHY HAWKINSON JR.
08/29/2012	08/31/2012	ED ROEHR SAFETY PRODUCTS	\$43.16	PHENG HER
09/05/2012	09/06/2012	UNIFORMS UNLIMITED INC.	\$111.91	STEVEN HIEBERT
08/31/2012	09/03/2012	THE HOME DEPOT 2801	\$173.11	RON HORWATH
08/31/2012	09/03/2012	THE HOME DEPOT 2801	\$2.94	RON HORWATH
09/04/2012	09/05/2012	TARGET 00011858	\$2.45	RON HORWATH
09/04/2012	09/06/2012	THE HOME DEPOT 2801	(\$58.88)	RON HORWATH
09/04/2012	09/06/2012	OFFICE MAX	\$35.31	RON HORWATH
09/04/2012	09/06/2012	THE HOME DEPOT 2801	\$6.41	RON HORWATH
09/02/2012	09/04/2012	THE HOME DEPOT 2801	\$7.37	DAVID JAHN
08/24/2012	08/27/2012	MENARDS 3059	\$8.55	JASON KREGER
09/04/2012	09/05/2012	NW LASERS AND INSTRUMENT	\$116.02	JASON KREGER
08/28/2012	08/29/2012	MENARDS 3059	\$4.11	NICHOLAS KREKELER
09/04/2012	09/05/2012	THE UPS STORE 2171	\$13.69	NICHOLAS KREKELER
09/02/2012	09/03/2012	COMCAST CABLE COMM	\$67.45	DAVID KVAM
09/04/2012	09/05/2012	UNIFORMS UNLIMITED INC.	\$16.55	JOHNNIE LU
08/23/2012	08/27/2012	VALLEY TROPHY	\$394.22	STEVE LUKIN
09/04/2012	09/05/2012	RAINBOW FOODS 00088617	\$17.45	STEVE LUKIN
09/05/2012	09/06/2012	WM EZPAY	\$168.71	STEVE LUKIN
08/30/2012	08/31/2012	APA - MEMBERSHIP ONLINE	\$420.00	MIKE MARTIN
09/03/2012	09/04/2012	THE SALVATION ARMY 11	\$40.06	ALESIA METRY
09/05/2012	09/06/2012	LA POLICE GEAR INC	\$87.98	ALESIA METRY
08/24/2012	08/27/2012	BOUND TREE MEDICAL LLC	\$535.21	MICHAEL MONDOR
08/28/2012	08/29/2012	N AMERICA RESCUE PRODUCT	\$951.65	MICHAEL MONDOR
09/05/2012	09/07/2012	CHANNING BETE CO AHA	\$2,834.28	MICHAEL MONDOR
08/27/2012	08/29/2012	CERTIFIED LABORATORIES	\$827.84	BRYAN NAGEL
08/30/2012	08/31/2012	CENTURY COLLEGE-CE	\$1,008.00	BRYAN NAGEL
08/29/2012	08/30/2012	MENARDS 3022	\$102.48	JOHN NAUGHTON
08/29/2012	08/29/2012	DBC*BLICK ART MATERIAL	\$62.88	AMY NIVEN
09/05/2012	09/07/2012	MICHAELS #2744	\$11.55	AMY NIVEN
09/04/2012	09/05/2012	LA POLICE GEAR INC	\$100.29	MICHAEL NYE
08/27/2012	08/29/2012	OFFICE DEPOT #1090	\$60.83	MARY KAY PALANK
08/27/2012	08/29/2012	OFFICE DEPOT #1090	\$108.62	MARY KAY PALANK
08/31/2012	09/03/2012	MICHAELS #5721	\$13.81	MARY KAY PALANK
08/29/2012	08/30/2012	UNIFORMS UNLIMITED INC.	\$305.42	JAMES PARKER
08/24/2012	08/27/2012	ONCE UPON A CHILD - MAPLE	\$21.43	CHRISTINE PENN
08/24/2012	08/27/2012	HEJNY RENTAL INC	\$563.34	CHRISTINE PENN
08/28/2012	08/30/2012	NORCOSTCO	\$467.17	CHRISTINE PENN

08/30/2012	08/31/2012	KLBB RADIO	\$558.00	CHRISTINE PENN
09/01/2012	09/03/2012	WEDDINGPAGES INC	\$300.00	CHRISTINE PENN
09/04/2012	09/05/2012	KARE	\$1,666.00	CHRISTINE PENN
08/28/2012	08/29/2012	MEDTECH FOR	\$60.00	PHILIP F POWELL
08/23/2012	08/27/2012	ZIEGLER INC COLUMBUS	\$734.75	STEVEN PRIEM
08/24/2012	08/27/2012	DAVIS EQUIPMENT	\$234.89	STEVEN PRIEM
08/24/2012	08/27/2012	GOODYEAR AUTO SRV CT 6920	\$59.05	STEVEN PRIEM
08/24/2012	08/27/2012	BAUER BUILT TIRE 18	\$339.48	STEVEN PRIEM
08/27/2012	08/28/2012	AUTO PLUS NO ST PAUL	\$99.93	STEVEN PRIEM
08/27/2012	08/28/2012	BAUER BUILT TIRE 18	\$609.28	STEVEN PRIEM
08/27/2012	08/30/2012	COMO LUBE & SUPPLIES	\$63.57	STEVEN PRIEM
08/28/2012	08/29/2012	FACTORY MTR PTS #1	\$338.60	STEVEN PRIEM
08/28/2012	08/29/2012	FACTORY MTR PTS #1	\$219.97	STEVEN PRIEM
08/28/2012	08/29/2012	AUTO PLUS NO ST PAUL	\$5.32	STEVEN PRIEM
08/28/2012	08/29/2012	SAFELITE AUTOGLASS	\$39.95	STEVEN PRIEM
08/29/2012	08/30/2012	AUTO PLUS NO ST PAUL	\$78.84	STEVEN PRIEM
08/29/2012	08/30/2012	BOYER TRUCK PARTS	\$514.28	STEVEN PRIEM
08/29/2012	08/30/2012	EMERGENCY AUTOMOTIVE	\$26.18	STEVEN PRIEM
08/29/2012	08/31/2012	TOUSLEY FORD I27228006	\$842.35	STEVEN PRIEM
08/29/2012	08/31/2012	CERTIFIED LABORATORIES	\$536.19	STEVEN PRIEM
08/29/2012	08/31/2012	ZIEGLER INC COLUMBUS	\$88.88	STEVEN PRIEM
08/29/2012	08/31/2012	FLEETPRIDE 570	\$12.75	STEVEN PRIEM
08/30/2012	08/30/2012	121 KEYSTONE AUTOMOTIVE	\$348.10	STEVEN PRIEM
08/30/2012	09/03/2012	TOUSLEY FORD I27228006	(\$58.48)	STEVEN PRIEM
08/30/2012	09/03/2012	TRI-STATE BOBCAT	\$13.68	STEVEN PRIEM
08/30/2012	09/03/2012	KREMER SERVICES	\$280.00	STEVEN PRIEM
08/31/2012	09/03/2012	MERIT CHEVROLET	\$54.82	STEVEN PRIEM
08/31/2012	09/03/2012	NORTHERN POWER PRODUCTS	\$89.97	STEVEN PRIEM
08/31/2012	09/03/2012	GOODYEAR AUTO SRV CT 6920	\$52.00	STEVEN PRIEM
08/31/2012	09/03/2012	BAUER BUILT TIRE 18	\$481.98	STEVEN PRIEM
09/04/2012	09/05/2012	AUTO PLUS NO ST PAUL	\$86.72	STEVEN PRIEM
09/05/2012	09/06/2012	AUTO PLUS NO ST PAUL	\$3.14	STEVEN PRIEM
09/06/2012	09/07/2012	AUTO PLUS NO ST PAUL	(\$39.93)	STEVEN PRIEM
09/06/2012	09/07/2012	FACTORY MTR PTS #1	\$56.19	STEVEN PRIEM
09/06/2012	09/07/2012	HENRIKSEN ACE HARDWARE	\$1.24	STEVEN PRIEM
08/30/2012	08/31/2012	EXTRACTOR CORPORATION	\$1,379.00	KELLY PRINS
09/02/2012	09/04/2012	THE HOME DEPOT 2801	\$5.91	KELLY PRINS
08/28/2012	08/30/2012	SCW FITNESS EDUCATION	\$39.45	LORI RESENDIZ
09/01/2012	09/03/2012	MICHAELS #2744	\$31.86	LORI RESENDIZ
09/05/2012	09/07/2012	SCW FITNESS EDUCATION	\$372.84	LORI RESENDIZ
09/06/2012	09/07/2012	SCAN SOUND, INC.	\$63.70	LORI RESENDIZ
08/23/2012	08/27/2012	SUBWAY 00052159	\$13.93	AUDRA ROBBINS
08/27/2012	08/29/2012	OFFICE DEPOT #1090	\$124.77	AUDRA ROBBINS
08/29/2012	08/31/2012	LITTLE CAESARS 1456 0006	\$74.99	AUDRA ROBBINS
08/29/2012	08/31/2012	CARMIKE 408432	\$250.00	AUDRA ROBBINS
08/29/2012	08/31/2012	CARMIKE 408432	\$103.50	AUDRA ROBBINS
08/31/2012	09/03/2012	RAINBOW FOODS 00088617	\$48.35	AUDRA ROBBINS
08/30/2012	08/31/2012	WINNICK SUPPLY	\$94.16	ROBERT RUNNING
08/30/2012	09/03/2012	THE HOME DEPOT 2801	\$26.04	ROBERT RUNNING
09/05/2012	09/06/2012	WINNICK SUPPLY	\$249.03	ROBERT RUNNING
08/31/2012	09/03/2012	T-MOBILE.COM*PAYMENT	\$31.14	DEB SCHMIDT
08/28/2012	08/30/2012	USA MOBILITY WIRELE	\$16.09	SCOTT SCHULTZ
09/04/2012	09/06/2012	WM EZPAY	\$1,035.79	SCOTT SCHULTZ
08/23/2012	08/28/2012	ECC*DSS-DISC SCH SUPPL	\$104.65	CAITLIN SHERRILL
09/04/2012	09/05/2012	UNIFORMS UNLIMITED INC.	\$99.98	MICHAEL SHORTREED
08/27/2012	08/28/2012	ATOM	\$125.00	JOANNE SVENDSEN
08/27/2012	08/28/2012	BCA TRAINING EDUCATION	\$95.00	JOANNE SVENDSEN
08/27/2012	08/28/2012	BCA TRAINING EDUCATION	\$95.00	JOANNE SVENDSEN
08/27/2012	08/28/2012	BCA TRAINING EDUCATION	\$125.00	JOANNE SVENDSEN

08/28/2012	08/30/2012	LIFELINE TRAINING INC	\$258.00	JOANNE SVENDSEN
09/06/2012	09/07/2012	ATOM	\$125.00	JOANNE SVENDSEN
08/24/2012	08/27/2012	GRUBERS POWER EQUIPMENT	\$54.13	RONALD SVENDSEN
09/04/2012	09/05/2012	CAMPBELL GRAPHICS INC	\$1,072.98	JAMES TAYLOR
08/27/2012	08/29/2012	DALCO ENTERPRISES, INC	\$80.89	SUSAN ZWIEG
08/28/2012	09/03/2012	DALCO ENTERPRISES, INC	\$303.18	SUSAN ZWIEG
08/29/2012	08/30/2012	CUB FOODS	\$19.34	SUSAN ZWIEG
09/04/2012	09/05/2012	AE SIGN SYSTEMS	\$39.49	SUSAN ZWIEG
			\$46,806.99	

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	09/14/12	CARDINAL, ROBERT	435.16
	09/14/12	JUENEMANN, KATHLEEN	435.16
	09/14/12	KOPPEN, MARVIN	435.16
	09/14/12	LLANAS, JAMES	435.16
	09/14/12	ROSSBACH, WILLIAM	494.44
	09/14/12	STRAUTMANIS, MARIS	76.00
	09/14/12	AHL, R. CHARLES	5,408.64
	09/14/12	ANTONEN, JAMES	5,852.58
	09/14/12	BURLINGAME, SARAH	2,074.90
	09/14/12	KANTRUD, HUGH	184.62
	09/14/12	CHRISTENSON, SCOTT	2,689.35
	09/14/12	FARR, LARRY	3,215.25
	09/14/12	JAHN, DAVID	2,481.59
	09/14/12	RAMEAUX, THERESE	3,061.19
	09/14/12	BAUMAN, GAYLE	4,386.17
	09/14/12	ANDERSON, CAROLE	1,175.89
	09/14/12	DEBILZAN, JUDY	1,327.92
	09/14/12	JACKSON, MARY	2,126.06
	09/14/12	KELSEY, CONNIE	2,594.78
	09/14/12	RUEB, JOSEPH	2,642.60
	09/14/12	SINDT, ANDREA	2,113.80
	09/14/12	ARNOLD, AJLA	1,635.19
	09/14/12	BEGGS, REGAN	1,497.37
	09/14/12	GUILFOILE, KAREN	4,407.64
	09/14/12	SCHMIDT, DEBORAH	2,884.82
	09/14/12	SPANGLER, EDNA	1,027.81
	09/14/12	CORTESI, LUANNE	1,109.02
	09/14/12	LARSON, MICHELLE	1,827.75
	09/14/12	MECHELKE, SHERRIE	1,140.33
	09/14/12	MOY, PAMELA	1,520.44
	09/14/12	OSTER, ANDREA	1,907.48
	09/14/12	RICHTER, CHARLENE	1,170.09
	09/14/12	SCHOENECKER, LEIGH	1,623.11
	09/14/12	WEAVER, KRISTINE	2,356.55
	09/14/12	CORCORAN, THERESA	1,908.55
	09/14/12	KVAM, DAVID	4,209.55
	09/14/12	PALANK, MARY	1,905.17
	09/14/12	POWELL, PHILIP	2,932.46
	09/14/12	SVENDSEN, JOANNE	2,101.79
	09/14/12	THOMALLA, DAVID	4,961.38
	09/14/12	THOMFORDE, FAITH	1,505.35
	09/14/12	ABEL, CLINT	3,055.21
	09/14/12	ALDRIDGE, MARK	3,230.11
	09/14/12	BAKKE, LONN	3,018.38

09/14/12	BARTZ, PAUL	5,566.97
09/14/12	BELDE, STANLEY	3,244.09
09/14/12	BENJAMIN, MARKESE	2,845.55
09/14/12	BIERDEMAN, BRIAN	3,758.62
09/14/12	BOHL, JOHN	3,151.33
09/14/12	BUSACK, DANIEL	3,461.21
09/14/12	CARNES, JOHN	1,918.52
09/14/12	COFFEY, KEVIN	3,108.31
09/14/12	CROTTY, KERRY	3,611.20
09/14/12	DEMULLING, JOSEPH	3,001.57
09/14/12	DOBLAR, RICHARD	4,005.46
09/14/12	DUGAS, MICHAEL	5,413.56
09/14/12	ERICKSON, VIRGINIA	3,151.33
09/14/12	FLOR, TIMOTHY	3,725.17
09/14/12	FORSYTHE, MARCUS	2,370.04
09/14/12	FRASER, JOHN	3,158.68
09/14/12	FRITZE, DEREK	3,898.83
09/14/12	GABRIEL, ANTHONY	3,249.91
09/14/12	HAWKINSON JR, TIMOTHY	2,871.56
09/14/12	HER, PHENG	3,110.09
09/14/12	HIEBERT, STEVEN	3,984.71
09/14/12	JOHNSON, KEVIN	3,966.70
09/14/12	KALKA, THOMAS	940.28
09/14/12	KONG, TOMMY	2,937.06
09/14/12	KREKELER, NICHOLAS	876.00
09/14/12	KROLL, BRETT	3,241.06
09/14/12	LANGNER, SCOTT	2,752.20
09/14/12	LANGNER, TODD	2,980.04
09/14/12	LU, JOHNNIE	4,440.77
09/14/12	LYNCH, KATHERINE	2,588.89
09/14/12	MARINO, JASON	3,692.41
09/14/12	MARTIN, JERROLD	3,472.24
09/14/12	MCCARTY, GLEN	3,282.60
09/14/12	METRY, ALESIA	3,150.93
09/14/12	NYE, MICHAEL	3,446.67
09/14/12	OLSON, JULIE	2,937.06
09/14/12	PARKER, JAMES	2,258.33
09/14/12	REZNY, BRADLEY	3,189.50
09/14/12	RHUDE, MATTHEW	2,832.73
09/14/12	SHORTREED, MICHAEL	4,091.18
09/14/12	STEINER, JOSEPH	3,417.61
09/14/12	SYPNIEWSKI, WILLIAM	2,992.90
09/14/12	SZCZEPANSKI, THOMAS	3,520.17
09/14/12	TAUZELL, BRIAN	2,833.99
09/14/12	THEISEN, PAUL	3,487.62
09/14/12	THIENES, PAUL	3,990.98
09/14/12	TRAN, JOSEPH	3,038.70
09/14/12	WENZEL, JAY	3,117.76
09/14/12	XIONG, KAO	2,878.21
09/14/12	ANDERSON, BRIAN	84.84
09/14/12	BAHL, DAVID	774.84
09/14/12	BAUMAN, ANDREW	2,871.81

09/14/12	BOURQUIN, RON	787.68
09/14/12	BRESIN, ROBERT	327.24
09/14/12	CAPISTRANT, JACOB	551.46
09/14/12	CAPISTRANT, JOHN	608.06
09/14/12	CRAWFORD - JR, RAYMOND	972.63
09/14/12	CRUMMY, CHARLES	36.36
09/14/12	DAWSON, RICHARD	3,287.77
09/14/12	EATON, PAUL	363.60
09/14/12	EVERSON, PAUL	3,298.59
09/14/12	FOSSUM, ANDREW	3,249.86
09/14/12	HAGEN, MICHAEL	884.76
09/14/12	HALE, JOSEPH	155.56
09/14/12	HALWEG, JODI	2,953.29
09/14/12	HAWTHORNE, ROCHELLE	2,391.52
09/14/12	HUTCHINSON, JAMES	683.66
09/14/12	IMM, TRACY	284.96
09/14/12	JANSEN, CHAD	242.40
09/14/12	JONES, JONATHAN	157.44
09/14/12	KANE, ROBERT	742.39
09/14/12	KARRAS, JAMIE	218.16
09/14/12	KERSKA, JOSEPH	312.09
09/14/12	KONDER, RONALD	669.51
09/14/12	KUBAT, ERIC	2,644.74
09/14/12	LINDER, TIMOTHY	4,770.21
09/14/12	LOCHEN, MICHAEL	856.44
09/14/12	MILLER, LADD	292.67
09/14/12	MILLER, NICHOLAS	324.21
09/14/12	MONDOR, MICHAEL	3,259.74
09/14/12	MONSON, PETER	96.96
09/14/12	MORGAN, JEFFERY	327.14
09/14/12	NIELSEN, KENNETH	533.28
09/14/12	NOVAK, JEROME	2,953.29
09/14/12	NOWICKI, PAUL	221.19
09/14/12	OLSON, JAMES	2,953.29
09/14/12	OPHEIM, JOHN	367.66
09/14/12	PACHECO, ALPHONSE	242.40
09/14/12	PETERSON, MARK	728.23
09/14/12	PETERSON, ROBERT	3,178.66
09/14/12	POWERS, KENNETH	459.23
09/14/12	RAINEY, JAMES	793.86
09/14/12	RANK, NATHAN	436.32
09/14/12	RANK, PAUL	799.92
09/14/12	RAVENWALD, CORINNE	513.04
09/14/12	REYNOSO, ANGEL	145.44
09/14/12	RICE, CHRISTOPHER	809.56
09/14/12	RODRIGUEZ, ROBERTO	145.44
09/14/12	SCHULTZ, JEROME	84.84
09/14/12	SEDLACEK, JEFFREY	2,953.29
09/14/12	STREFF, MICHAEL	2,965.04
09/14/12	SVENDSEN, RONALD	3,452.97
09/14/12	WESSELS, TIMOTHY	399.96
09/14/12	GERVAIS-JR, CLARENCE	3,985.69

09/14/12	LUKIN, STEVEN	4,616.93
09/14/12	ZWIEG, SUSAN	1,706.92
09/14/12	KNUTSON, LOIS	2,054.95
09/14/12	NIVEN, AMY	1,425.42
09/14/12	BRINK, TROY	2,461.55
09/14/12	BUCKLEY, BRENT	2,065.35
09/14/12	DEBILZAN, THOMAS	2,146.15
09/14/12	EDGE, DOUGLAS	2,650.63
09/14/12	JONES, DONALD	2,146.15
09/14/12	MEISSNER, BRENT	2,006.15
09/14/12	NAGEL, BRYAN	3,560.40
09/14/12	OSWALD, ERICK	2,550.28
09/14/12	RUIZ, RICARDO	1,539.75
09/14/12	RUNNING, ROBERT	2,356.55
09/14/12	TEVLIN, TODD	2,146.15
09/14/12	BURLINGAME, NATHAN	2,087.20
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09/14/12	ENGSTROM, ANDREW	2,631.75
09/14/12	JAROSCH, JONATHAN	2,907.07
09/14/12	KREGER, JASON	2,153.83
09/14/12	LINDBLOM, RANDAL	2,740.37
09/14/12	LOVE, STEVEN	3,446.86
09/14/12	THOMPSON, MICHAEL	4,461.34
09/14/12	ZIEMAN, SCOTT	177.50
09/14/12	JANASZAK, MEGHAN	1,497.35
09/14/12	KONEWKO, DUWAYNE	4,613.24
09/14/12	EDSON, DAVID	2,191.39
09/14/12	HAMRE, MILES	1,513.60
09/14/12	HAYS, TAMARA	1,539.75
09/14/12	HINNENKAMP, GARY	2,268.46
09/14/12	NAUGHTON, JOHN	2,189.35
09/14/12	NORDQUIST, RICHARD	2,148.46
09/14/12	BIESANZ, OAKLEY	1,719.16
09/14/12	DEAVER, CHARLES	572.74
09/14/12	GERNES, CAROLE	279.59
09/14/12	HAYMAN, JANET	1,280.64
09/14/12	HUTCHINSON, ANN	2,649.17
09/14/12	SOUTTER, CHRISTINE	208.70
09/14/12	WACHAL, KAREN	1,002.97
09/14/12	GAYNOR, VIRGINIA	3,244.09
09/14/12	KROLL, LISA	1,908.55
09/14/12	SWANSON, CHRIS	492.00
09/14/12	THOMPSON, DEBRA	829.76
09/14/12	YOUNG, TAMELA	2,015.75
09/14/12	EKSTRAND, THOMAS	3,829.34
09/14/12	FINWALL, SHANN	3,233.35
09/14/12	MARTIN, MICHAEL	2,709.35
09/14/12	BRASH, JASON	2,393.35
09/14/12	CARVER, NICHOLAS	3,244.09
09/14/12	FISHER, DAVID	3,807.86
09/14/12	SWAN, DAVID	2,766.15
09/14/12	WELLENS, MOLLY	1,844.25

09/14/12	BERGER, STEPHANIE	486.88
09/14/12	BJORK, BRANDON	489.50
09/14/12	BRENEMAN, NEIL	2,267.65
09/14/12	LARSON, KATELYN	182.00
09/14/12	MALLET, AMANDA	229.50
09/14/12	ROBBINS, AUDRA	3,019.96
09/14/12	ROBBINS, CAMDEN	212.50
09/14/12	SCHALLER, SCOTT	301.00
09/14/12	SHERWOOD, CHRISTIAN	462.00
09/14/12	TAYLOR, JAMES	2,738.98
09/14/12	VUKICH, CANDACE	172.50
09/14/12	ADAMS, DAVID	1,693.54
09/14/12	GERMAIN, DAVID	12,000.22
09/14/12	HAAG, MARK	2,356.55
09/14/12	ORE, JORDAN	1,539.75
09/14/12	SCHULTZ, SCOTT	3,090.82
09/14/12	ANZALDI, MANDY	1,467.38
09/14/12	CRAWFORD - JR, RAYMOND	228.06
09/14/12	EVANS, CHRISTINE	1,417.65
09/14/12	GLASS, JEAN	2,125.10
09/14/12	HER, PETER	194.20
09/14/12	HOFMEISTER, MARY	1,075.08
09/14/12	HOFMEISTER, TIMOTHY	396.43
09/14/12	KULHANEK-DIONNE, ANN	591.00
09/14/12	PELOQUIN, PENNYE	477.36
09/14/12	PENN, CHRISTINE	2,332.74
09/14/12	SHERRILL, CAITLIN	768.64
09/14/12	VUE, LOR PAO	382.50
09/14/12	AICHELE, MEGAN	178.20
09/14/12	ANDERSON, ALYSSA	54.25
09/14/12	ANDERSON, JOSHUA	471.90
09/14/12	BAETZOLD, CLAIRE	55.13
09/14/12	BAETZOLD, SETH	14.50
09/14/12	BAUDE, SARAH	54.75
09/14/12	BUCKLEY, BRITTANY	256.80
09/14/12	BUTLER, ANGELA	59.50
09/14/12	COSTA, JOSEPH	275.00
09/14/12	CRANDALL, KRISTA	237.83
09/14/12	DEMPSEY, BETH	214.63
09/14/12	DIONNE, DANIELLE	224.48
09/14/12	DUNN, RYAN	1,066.93
09/14/12	EHLE, DANIEL	58.80
09/14/12	ERICKSON-CLARK, CAROL	24.50
09/14/12	FONTAINE, KIM	544.51
09/14/12	FOX, KELLY	30.00
09/14/12	FRAMPTON, SAMANTHA	138.00
09/14/12	GADOW, ANNA	35.40
09/14/12	GIEL, NICOLE	57.00
09/14/12	GIPPLE, TRISHA	237.41
09/14/12	GRUENHAGEN, LINDA	322.65
09/14/12	HANSEN, HANNAH	215.40
09/14/12	HEINRICH, SHEILA	242.00

09/14/12	HOLMBERG, LADONNA	340.00
09/14/12	HORWATH, RONALD	2,738.98
09/14/12	JANSON, ANGELA	17.00
09/14/12	JOHNSON, BARBARA	268.15
09/14/12	JOYER, ANTHONY	40.70
09/14/12	JOYER, JENNA	16.90
09/14/12	KOHLER, ROCHELLE	36.00
09/14/12	KOZDROJ, GABRIELLA	50.00
09/14/12	LAMEYER, BRENT	116.00
09/14/12	LAMSON, ELIANA	36.00
09/14/12	MCCANN, NATALIE	38.00
09/14/12	NADEAU, TAYLOR	76.65
09/14/12	NELSON, ELEONOR	100.00
09/14/12	NORTHOUSE, KATHERINE	105.13
09/14/12	POVLITZKI, MARINA	38.00
09/14/12	PROESCH, ANDY	525.68
09/14/12	RANEY, COURTNEY	546.00
09/14/12	RESENDIZ, LORI	2,257.76
09/14/12	RICHTER, DANIEL	94.50
09/14/12	RONNING, ISAIAH	77.00
09/14/12	SCHREIER, ROSEMARIE	290.50
09/14/12	SCHREINER, MARK	158.78
09/14/12	SCHREINER, MICHELLE	118.25
09/14/12	SMITH, ANN	180.40
09/14/12	SMITH, CASEY	113.93
09/14/12	SMITLEY, SHARON	310.80
09/14/12	STEAD, KIMBERLY	60.00
09/14/12	TAYLOR, MYLES	99.23
09/14/12	TREPANIER, TODD	264.00
09/14/12	TUPY, HEIDE	91.60
09/14/12	TUPY, MARCUS	261.25
09/14/12	WARNER, CAROLYN	264.00
09/14/12	BOSLEY, CAROL	128.00
09/14/12	DANIEL, BREANNA	327.50
09/14/12	HITE, ANDREA	10.00
09/14/12	LANGER, CHELSEA	53.13
09/14/12	LANGER, KAYLYN	44.63
09/14/12	BORCHERT, JONATHAN	94.25
09/14/12	DOUGLASS, TOM	2,013.11
09/14/12	KRECH, ELAINE	311.75
09/14/12	MALONEY, SHAUNA	52.50
09/14/12	PRINS, KELLY	2,036.99
09/14/12	REILLY, MICHAEL	1,987.25
09/14/12	THOMPSON, BENJAMIN	389.25
09/14/12	VANG, GEORGE	174.00
09/14/12	COUNTRYMAN, BRENDA	1,095.00
09/14/12	AICHELE, CRAIG	2,217.83
09/14/12	PRIEM, STEVEN	2,415.66
09/14/12	WOEHRLE, MATTHEW	2,200.56
09/14/12	BERGO, CHAD	2,628.80
09/14/12	FOWLDS, MYCHAL	3,991.22
09/14/12	FRANZEN, NICHOLAS	2,623.62

	09/14/12	KRATTENMAKER, MATTHEW	1,080.00
9987431	09/14/12	VANG, TIM	412.00
9987432	09/14/12	MILLER, MELISSA	408.00
9987433	09/14/12	SCHREIER, ABIGAIL	51.45
9987434	09/14/12	SCOTT, HALEY	143.33
9987435	09/14/12	WALES, ABIGAIL	161.44
9987436	09/14/12	WEINHAGEN, SHELBY	110.90
9987437	09/14/12	RANGEL, SAMANTHA	116.00
9987438	09/14/12	CRAWFORD, SHAWN	714.00
9987439	09/14/12	CUSICK, JESSICA	175.81
9987440	09/14/12	STEFFEN, MICHAEL	65.25
			526,654.02

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, Citizen Services Director
DATE: September 14, 2012
SUBJECT: Lawful Gambling License—Merrick Inc at Jake’s Grill

Introduction

Merrick Inc. is requesting approval of an annual premise license for lawful gambling at Jake’s Grill located at 1745 Beam Avenue. Approval is requested of the following resolution.

RESOLUTION

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premise license for lawful gambling is approved for Merrick Inc. to operate at Jake’s Grill located at 1745 Beam Avenue, Maplewood, Minnesota.

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

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

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

Recommendation

It is recommended that council approve the lawful gambling resolution application for Merrick Inc to operate at Jake’s Grill.

MEMORANDUM

TO: Jim Antonen, City Manager
Chuck Ahl, Assistant City Manager
FROM: Larry Farr, Chief Building Engineer
SUBJECT: Approval of Cleaning Service Agreement with Marsden Cleaning
Maintenance LLC for Campus Buildings
DATE: September 24, 2012 City Council Meeting

INTRODUCTION

City employees are used for cleaning in many of the cities buildings which is beneficial and allows for flexibility to do other tasks as required. We also use cleaning services/companies and specialty services to complement the cleaning and do a thorough yearly cleaning

BACKGROUND

Over the years with budget cuts and staff reductions we are now minimally staffed and there is no back-up if long term coverage is required. In June of this year we encountered a situation where we needed to hire a cleaning service due to the unexpected long term absence of the main cleaning person. We have received proposals in the past to use as a comparison to in-house cost. One of these companies Marsden Cleaning Maintenance LLC (Marsden) has continually approached the city to assist with window cleaning, thorough cleaning of areas, and other services.

DISCUSSION

With the unfortunate situation we faced staff made the determination that we could not cover for the expected long term coverage for cleaning of the city campus buildings not including the Maplewood Community Center. Marsden was contacted and a "Service Agreement" was established and signed to cover for the anticipated time. Marsden has done a very good job of cleaning and was able to improve on the number of tasks being done and do a more a thorough cleaning once they were familiar with the buildings. The employee was able to return to work doing light duty tasks until fully released by the Dr. for normal duties. When this was possible staff determined to continue using Marsden freeing up the time for the employee to do facility maintenance work which has increased dramatically. This also frees up the Chief Building Engineer's time from doing some of these tasks and to concentrate on the Police Department Expansion Project where he is on lead and Maplewood Community Center projects. There is funding available to cover for Marsden doing the cleaning for the long term in the Building Maintenance budget 101-115. Marsden is also part of MN. Services Cooperative, Metro MN Service Cooperative, CPV Group, NCPA which the city participates in so the formal bidding process is not required.

RECOMMENDATION

Staff is requesting city council approval to continue using Marsden to do the cleaning and approve the monthly "Service Agreement" expenditures of \$6,386.85. The funds will come out of 101-115-4590 Miscellaneous Contractual Services.

My documents/council items/ approval of cleaning services with marsden cleaning maintenance llc for campus buildings
Attachment: Marsden Service Agreement

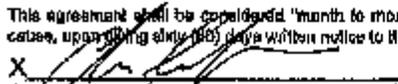
Service Agreement

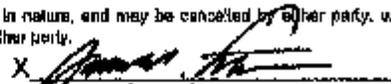
This agreement is effective on this 25 day of June, 2012, by and between Marden Bldg Maintenance, L.L.C. (hereinafter referred to as "MBM"), and City of Maplewood (hereinafter referred to as "Customer")

- 1) Customer engages and hereby employs MBM as an independent contractor to provide janitorial maintenance services for the building(s) known as:
Maplewood City Hall at 1830 County Road B East Maplewood MN 55108-2702
- 2) MBM agrees to maintain and keep in force all required insurance, including a minimum of \$2,000,000 in liability coverage. Certificate naming Customer as additional insured is available upon request.
- 3) MBM agrees to maintain a safe work environment and to follow all safety regulations relating to the services being provided. Customer agrees to provide MBM with a safe environment and to provide information on anything within the building that could pose a hazard to MBM employees such as asbestos, hazardous chemicals, etc.
- 4) Both parties agree that they will not directly or indirectly hire personnel from the other party's employment during and for up to one year after the termination of this agreement, unless agreed upon in writing by both parties. In the event that such mutual consent is not obtained, the hiring party hereby agrees to compensate the other party in the amount of thirty-three percent (33%) of the annualized wages of the person hired payable before start date.
- 5) MBM invoice terms call for payment net ten (10) days upon receipt. MBM does not accept payment by credit card. Late payments beyond 30 days may be assessed a credit fee of 1 1/2% per month. Failure to pay invoices within ten (10) days will be considered a breach of this contract and could result in discontinuance of our services without prior notice. Should expenses be incurred as a result of our attempt to collect invoice payments, reasonable fees may be assessed. Any deviations from these terms must have written approval.
- 6) MBM does not advertise service on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Our pricing has already been adjusted accordingly. Should Customer desire service on these days, an additional fee will be required.
- 7) Any and all intellectual property created by MBM or Customer shall remain the property of the creator, unless agreed upon in writing by both parties. This includes but is not limited to: Training, Schedules, Historical Data, etc.
- 8) In the unlikely event a dispute, claim or controversy arises from or relating to this agreement, it shall be resolved by binding arbitration with EquiLux's National Arbitration Forum located in Minneapolis, Minnesota. Judgment upon the award rendered may be entered into any court having jurisdiction.
- 9) MBM shall provide services as described in the attached cleaning specifications for the above named building(s) for the following service fee(s)...

City of Maplewood: \$5,976 per month before any applicable tax.

- 10) This price shall be guaranteed through December 31st of 2012. Should any additional adjustment be necessary, MBM will provide Customer with a minimum of thirty (30) day advance written notice.
- 11) This agreement shall be considered "month to month" in nature, and may be cancelled by either party, with or without cause, upon giving sixty (60) days written notice to the other party.

X 
 Date: 6/16/12
 Name: Chris Berger
 Title: President & CEO
 Company: Marden Bldg Maintenance, L.L.C.
 Address: 1717 University Avenue West
St. Paul, MN 55104-3688

X 
 Date: 6/29/12
 Name: James W. ANTONIEN
 Title: CITY MANAGER
 Company: City of Maplewood
 Address: 1830 County Road B East
Maplewood, MN 55108

CONFIDENTIAL

This material contains confidential information and trade secrets and the release or duplication of this material is not permitted unless authorized, in writing, by Marden Bldg Maintenance, L.L.C. Thank you for your respect.

MEMORANDUM

TO: Jim Antonen, City Manager
 Chuck Ahl, Assistant City Manager
FROM: Larry Farr, Chief Building Engineer
SUBJECT: Extend Lease: 170 Ton Air Cooled Chiller for Maplewood Community Center
DATE: September 24, 2012 City Council Meeting

INTRODUCTION

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

BACKGROUND

The York Air Cooled Chillers that provide the cooling for the Maplewood Community Center currently were installed in 1994 and not tied into the Energy Management System correctly for operational control. There are two (2) units with two (2) compressors and eight (8) fans on each unit. The original intent was to have the compressors cycle on one by one along with the cooling fans as there was an increase in cooling needs in the building depending on the outside temperature. This did not occur correctly and continued until 2006 when the problem was isolated and additional controls were added to prevent the compressors and all the fans from coming on all at once, causing what is called short cycling. Because of the short cycling over the years it wore out the compressors and fans prematurely causing many failures and replacements leading to our current situation. Staff had repairs done to keep the units operating but one by one the compressor failed and due to budgetary constraints the determination was made to try to get by on what was working. Last fall one of the two remaining two compressors failed so we are down to one out of four (4) creating our current situation. **Council approved a three (3) month lease at the April 14, 2012 council meeting.**

DISCUSSION

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

RECOMMENDATION

Staff is requesting city council approval to extend lease until October 15, 2012 which will be five (5) months, with the original lease being a three (3) month lease (rental) agreement with Trane for the temporary installation of a 170 ton Air Cooled Chiller at the Maplewood Community Center.

The monthly rental amount of \$8,585.88 will be rolled into the project plan if we proceed or will come from the Building Maintenance Budget 602-614.

My documents/council items/ approval to Lease 170 ton air cooled chiller for the Maplewood Community Center
 Attachment: Trane Maplewood Community Center Rental signed on April 15 2012



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

5/7/2012

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

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

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

Equipment Rented

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

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

Description	Quantity

Rental Rate: Monthly = \$ 8,585.88

Notes:

Rate is based on 3-month minimum term.

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

Freight

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

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

Installation/Decommissioning (Labor) - Optional

Will be provided on a T&M basis.

Start-up (Labor) - Optional

Will be provided on a T&M basis.

Additional Services Provided

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

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

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

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

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

Sincerely,

Jake Quinn
Trane Commercial Systems

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

Rented to (Customer Name mandatory): City of Maplewood 1830 County Road B East Address Continued Maplewood, MN 55109 Customer Contact: Larry Farr Customer e-mail: larry.farr@ci.maplewood.mn.us Phone: +1 (651) 755-3098 Indicate if 24hr number: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ship to (mandatory): Armstrong Crane and Rigging 717 1st Street SW New Brighton, MN 55112 Customer PO Number: Site Contact: Mike Schneider Site Phone: (651) 801-2353 Indicate if 24hr number: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--

Trane hereby rents to Customer, and Customer hereby rents from Trane, the equipment listed on page 1 pursuant to the terms and conditions contained in this Agreement, including the Trane Rental Terms and Conditions attached and incorporated into this Agreement.

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

Water Connections:
NA

Air Connections:
NA

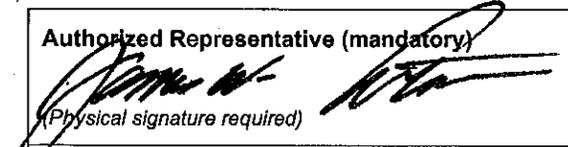
Rental Period. The rental period commences when the equipment ships from a Trane facility and ends when the equipment returns to the Trane facility. The Minimum Rental Period is set forth above. If at the end of any rental period Customer has not returned the equipment or contacted the Trane contact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

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

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

See Trane Rental Terms and Conditions attached

CUSTOMER ACCEPTANCE

Authorized Representative (mandatory)  <small>(Physical signature required)</small>
Printed Name (mandatory): JAMES W. ANTONEN
Title (mandatory): CITY MANAGER
Company Name (mandatory): CITY of Maplewood
Acceptance Date (mandatory): 5-15-12

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

Trane Rental Terms and Conditions

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

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

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

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

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

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

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

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

Unloading, rigging, installation, piping, disconnection and

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

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

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

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

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

All repairs to rental equipment must be performed by Trane.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

160.01 (1111)Supersedes 160.01 (0711)

AGENDA REPORT

To: City Manager James Antonen
From: Chief of Police David J. Thomalla
Subject: Approval of 2012 Justice Assistance Grant (JAG)
Date: September 14, 2012

Introduction

The St. Paul Police Department has been awarded a 2012 Justice Assistance Grant, a portion of which will be given to the Maplewood Police Department. City Council approval is required to accept the funds and authorize the signing of the agreement.

Background

The Maplewood Police Department, as part of a 2012 Justice Assistance Grant received by the St. Paul Police Department, will be receiving \$9,028 to assist in the funding of license plate recognition supplies and the annual fee for the Lexipol policy manual.

The St. Paul Police Department has taken on the administrative responsibilities for this grant, so there will be no administrative expense to the City. The grant started on September 1, 2012, and will be completed on September 30, 2015.

City Council approval is required to receive these funds, and the agreement must be signed by the appropriate City officials.

Recommendation

It is recommended that the City Council approve the acceptance of \$9,028 in 2012 Justice Assistance Grant money and the signing of the agreement with the St. Paul Police Department.

Action Required

Submit to the City Council for review and approval.

DJT:js

Attachment

Agreement # _____

Between the City of Saint Paul and the City of Maplewood

THIS AGREEMENT, made and entered into this 1st day of September 2012, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City" and the City of Maplewood whose address is 1830 County Road B East, Maplewood, Minnesota, 55109, hereinafter referred to as "Provider."

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: Scope of Services.

A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached federal grant award and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Attachment A.

SECTION 2: Time for Completion.

A. The services described in Section 1 shall be commenced on September 1, 2012, and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2015.

B. Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager designated by the City.

C. There will be no extension of this contract beyond the date outlined above.

SECTION 3: Billings, Payment and Reporting.

A. That for the Provider's faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to Attachment A.

B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by the City. Total costs of the project shall not exceed \$9028.

C. Provider shall submit programmatic reporting and an itemized invoice as well as detailed backup documents to the City on a quarterly basis. The Provider will be provided by the City electronically following the end of the calendar quarter the deadline instructions for program reporting and invoicing for that quarter. When deadline instructions have not been provided by the City, the Provider must submit program report and invoice with back up by the 20th of the month following the end of the quarter. Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the City to Provider within thirty (30) days.

D. No payments shall be made to Provider without programmatic and fiscal requirements being submitted by the deadline given each quarter. Provider will not be

reimbursed for any retroactive invoicing or invoicing without the accompanying required program reports.

E. In the event the Provider fails to comply with any terms or conditions of the Agreement or grant award or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in other sections of this Agreement.

SECTION 4: Project Management.

A. The City requires the Provider to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the City is grounds for termination of the Agreement by the City. Provider's principal project members are:

Chief David Thomalla
Phone: 651-249-2602
Fax: 651-249-2699
e-mail: david.thomalla@ci.maplewood.mn.us

B. The City has designated Amy Brown, Research and Grants Manager, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be released. The Project Manager shall have the authority to transmit instructions, receive information, authorize amendments or changes to the Agreement, and interpret and define the City's policies and decisions pertinent to the work covered by this Agreement.

SECTION 5: City Responsibilities.

A. City agrees to provide Provider with access to any information from City documents, staff, and other sources needed by Provider to complete the work described herein.

SECTION 6: Work Products, Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Provider's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other form, belonging to Provider and pertaining to work performed under this Agreement.

"Business records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other form, belonging to Provider and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that result from the Provider's services under this Agreement shall be delivered to the City and shall become the property of the City after final payment is made to the Provider with no right, title, or interest in said work products or supporting documentation vesting in Provider.

C. The Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, shall be delivered to the City by Provider by the termination date and there shall be no further obligation of the City to Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement.

SECTION 7: Equal Opportunity Employment.

A. The Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race color, religion, sex, age or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 8: Compliance with Applicable Law.

Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Providers performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 9: Independent Contractor.

A. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to the City is that of Independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Provider an employee of the City, and Provider shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

SECTION 10: Subcontracting.

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement (unless specifically outlined in the federal grant) without obtaining prior written approval of the City.

SECTION 11: Hold Harmless.

That each party will responsible for their own acts or omissions for their employees, agents and officials. Nothing in this agreement shall constitute a waiver by either party of any statutory limits or exception on liability.

SECTION 12: Assignment.

A. The City and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 13: Termination.

A. This Agreement will continue in full force and effect until completion of the project as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. The City reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to withhold payment or terminate under this Section, it shall submit written notice to the Provider, specifying the extent of such withholding or termination under this Section, the reasons therefore, and the date upon which such withholding or termination becomes effective. Upon receipt of such notice, the Provider shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

C. In the event of termination, the City will pay Provider for all service actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the City rendering final payment for services.

SECTION 14: Default by Provider.

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including

termination, available to the City in law or equity. The City shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

SECTION 15: Amendment or Changes to Agreement.

A. City or Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 16: Notices.

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:
Amy Brown
Saint Paul Police Department
367 Grove Street
Saint Paul, MN 55101

To Provider:
David Thomalla _____
Maplewood Police Department
1830 County Road B East _____
Maplewood, MN 55109 _____

SECTION 17: Waiver.

A. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provision.

SECTION 18: Survival of Obligations.

A. The respective obligations of the City and Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 19: Interpretation of Agreement, Venue.

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 20: Force Majeure.

A. Neither the City nor the Provider shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 21: Entire Agreement.

It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

For the City:

Approved as to form:

Assistant City Attorney

Chief of Police

Director, Financial Services

For the Provider:

By _____

Its _____

By _____

Its _____

By _____

Its _____

Approved:

By _____

Its _____



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

July 17, 2012

Chief Thomas E. Smith
City of Saint Paul
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

Dear Chief Smith:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$288,811 for City of Saint Paul.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Cory D. Randolph, Program Manager at (202) 307-0940; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

July 17, 2012

Chief Thomas E. Smith
City of Saint Paul
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

Dear Chief Smith:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/oct/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

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Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Plan Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO Plan and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEO Plan, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO Plan specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO Plan, but it does not have to submit the EEO Plan to OCR for review. Instead, your organization has to maintain the EEO Plan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO Plan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

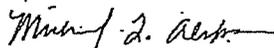
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO Plan, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Saint Paul 310 City Hall 15 W. Kellogg Blvd. Saint Paul, MN 55102		4. AWARD NUMBER: 2012-DJ-BX-1209	
		5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2015 BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2015	
		6. AWARD DATE 07/17/2012	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 416005521		8. SUPPLEMENT NUMBER 00	Initial
		9. PREVIOUS AWARD AMOUNT	\$ 0
3. PROJECT TITLE Fiscal Year 2012 JAG		10. AMOUNT OF THIS AWARD	\$ 288,811
		11. TOTAL AWARD	\$ 288,811
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY12(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Thomas E. Smith Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Thomas E. Smith</i>	19A. DATE 7/30/12
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 288811		21. LDJUGT0808	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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PROJECT NUMBER 2012-DJ-BX-1209

AWARD DATE 07/17/2012

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
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PROJECT NUMBER 2012-DJ-BX-1209

AWARD DATE 07/17/2012

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
13. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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PROJECT NUMBER 2012-DJ-EX-1209

AWARD DATE 07/17/2012

SPECIAL CONDITIONS

14. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nea.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

15. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
16. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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PROJECT NUMBER 2012-DJ-BX-1209

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SPECIAL CONDITIONS

17. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
18. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
19. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for bulletproof vest purchases. This policy must be in place for at least all uniformed officers before any FY 2012 JAG funding can be used by the agency for bulletproof vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
20. Bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
21. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
22. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
23. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
24. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

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Department of Justice
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25. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
26. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
27. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
28. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
29. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
30. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
31. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

TS



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 7 OF 7

PROJECT NUMBER 2012-DJ-BX-1209

AWARD DATE 07/17/2012

SPECIAL CONDITIONS

32. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

33. Recipient may not expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Saint Paul

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER
2012-DJ-BX-1209

PAGE 1 OF 1

This project is supported under FY12(BIA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Cory D. Randolph
(202) 307-0940

2. PROJECT DIRECTOR (Name, address & telephone number)

Amy Brown
Research And Grants Manager
367 Grove Street
Saint Paul, MN 55101-2416
(651) 266-5507

3a. TITLE OF THE PROGRAM

BJA FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Fiscal Year 2012 JAG

5. NAME & ADDRESS OF GRANTEE

City of Saint Paul
310 City Hall 15 W. Kellogg Blvd.
Saint Paul, MN 55102

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2011 TO: 09/30/2015

8. BUDGET PERIOD

FROM: 10/01/2011 TO: 09/30/2015

9. AMOUNT OF AWARD

\$ 288,811

10. DATE OF AWARD

07/17/2012

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).
This project will include activities that focus on prosecution, corrections, violence - violent crime, community policing, and gangs. NCA/NCF

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Program Narrative – GMS Application Number – 2012-HI-365-MN-DJ

Amount awarded:	\$288,811
<u>Distribution of Funds</u>	<u>Grant Award</u>
Ramsey County Sheriff	\$27,878
Ramsey County Corrections	\$27,878
Ramsey County Attorney	\$27,878
City of Maplewood	\$9,028
Saint Paul Police Department	\$196,149
Total expenditures	\$288,811

Ramsey County Attorney's Office

The Ramsey County Attorney's Office is the chief prosecuting agency for all of Ramsey County, including the cities of Maplewood, Roseville and Saint Paul. The mission of the Ramsey County Attorney's Office is to serve the residents of Ramsey County by pursuing justice and public safety, protecting the vulnerable, delivering quality legal services and providing leadership to achieve positive outcomes for our community.

In 2006, the Ramsey County Attorney's Office (RCAO) in cooperation with the Ramsey County Courts initiated ongoing interactions with law enforcement and criminal justice representatives to deal with the issues surrounding cases involving guns, gangs and violent criminals. One of the key issues identified was the need for the court to have more complete information on defendants prior to decisions on bail and sentencing. Law enforcement officers are in possession of necessary and useful information, but are not usually present at court hearings.

Priorities and Outcomes

In order to meet the mission of pursuing justice and public safety, the RCAO hired an investigator to provide background information on defendants to be presented in order to assist the court in making bail decisions. The investigator works closely with federal, state and local law enforcement agencies to ensure full access to essential information to special gang prosecutors as well as all other adult and juvenile prosecutors. He also acts as a go-between with courts and agencies from other states to provide necessary and timely information to our prosecutors and our courts.

Additionally, the investigator executes the following duties:

- Manages and maintains the career criminal list (CCL) as directed by RCAO staff. The CCL is distributed monthly to RCAO, the law enforcement community.
- Interfaces with corrections officials as well as probation to determine the whereabouts of suspects or witnesses in cases involving guns, gangs or violent crime.
- Reviews criminal history on dangerous and repeat offenders as well as gang offenders with law enforcement to prepare the assistant county attorneys assigned to these cases.
- Occasionally assists charging attorneys at the law enforcement center to obtain and verify criminal histories prior to formal complaints.
- Acts as investigative conduit on firearms and gang cases for law enforcement, corrections and Ramsey County Attorney's Office.
- Uses MNCIS and the BCA's Statewide Supervision System to conduct criminal background checks on numerous juror candidates.

Proposed Grant Expenditure - 0.4 FTE Investigator – Salary: \$27,878

Ramsey County Sheriff's Office

2012 JAG Funding Request – Mobile Crime Scene Processing

In January 2011, the Ramsey County Sheriff's Office (RCSO) established the goal of becoming a regional leader in public safety. Since that time, significant progress has been made. The work of a sheriff's office is prescribed by state statutes, but in Ramsey County, our core values guide how we carry out our duties. The six core values of the Ramsey County Sheriff's Office are: providing safety through community policing; restoring trust through fiscal responsibility; collaborating with local law enforcement; encouraging diversity to reflect the community; improving service through technology; and, connecting with youth to build for the future.

As a professional law enforcement agency that is a regional leader, the sheriff's office is expected to serve as a resource for public safety and community partners. Recently, the Ramsey County Chiefs of Police Association, which represents all police departments in the county, asked the RCSO to take a leadership role in building a county-wide capacity for mobile crime scene processing. The sheriff's office is uniquely positioned to lead this initiative due to our regional influence and partnerships. Establishing a mobile crime scene processing unit mirrors our goal and values.

The RCSO respectfully proposes to utilize a portion of the JAG allotment to provide funding to support the development of Ramsey County's first mobile crime scene processing unit. In partnership with the cities of Maplewood, Mounds View, New Brighton, North Saint Paul, Roseville, Saint Anthony, Spring Lake Park, and White Bear Lake, the mobile crime scene processing unit will serve as regional resource for all cities and law enforcement agencies in Ramsey County. It should be noted the RCSO provides contract police services to the cities ("contract cities") of Arden Hills, Gem Lake, Little Canada, North Oaks, Shoreview, and White Bear Township.

At present, there are two crime labs in Ramsey County. The Ramsey County Sheriff's Office operates a crime lab, which is staffed by one deputy sheriff. The sheriff's office crime lab provides limited services (drug testing, fingerprinting, etc.). The Saint Paul Police Department operates a mobile crime lab, which is used for crime scene processing. The remaining cities in the county do not have their own crime lab resources. The RCSO or Saint Paul (SPPD) crime labs may provide assistance to the remaining cities in the county upon their request.

Many times, due to limited staffing and resources, neither the current Ramsey County crime lab personnel nor the SPPD crime lab are able to respond to and process every crime scene. It should be noted the Minnesota Bureau of Criminal Apprehension (BCA) has a mobile crime lab, but typically will only respond to crime scenes involving a serious assault or death. The present structure of the delivery of crime scene processing services is a significant problem for Ramsey County and creates disparities in services. As a result, many cities are struggling to adequately recover and preserve evidence.

The RCSO in partnership with the police departments in the county, is working to establish a new mobile crime scene processing model for Ramsey County. Guided by best practices, this model is a joint and collaborative effort that will establish two types of crime scene processing services:

1. **Crime Scene Processing Squads ("Camera Cars").** Crime scene processing squads are existing fleet patrol cars with specially trained deputies/officers who have equipment and training for basic crime scene processing. In other jurisdictions, crime scene processing squads are commonly used to process scenes at residential and commercial burglaries, assist in the recovery and identification of stolen property, and assist in cases involving crimes against persons.
2. **Mobile Crime Scene Processing Unit.** For significant or major crime scenes in Ramsey County, a mobile crime scene processing unit would be called upon. A mobile crime scene processing unit is a specially equipped vehicle operated by deputies/officers with enhanced training for processing more involved crime scenes. These types of crime scenes have greater processing needs and requirements above the equipment of a crime scene processing squad.

By building Ramsey County's mobile crime scene processing capacity at a county-wide level, agencies across the county are able to support and assist each other in unprecedented ways. Crime scene processing squads can process crime scenes within their city, and, if needed, support neighboring cities. A mobile crime scene processing unit, comprised of both deputies and officers, will serve as a regional resource for processing the most serious crime scenes. Ramsey County communities, for the first time in history, will be able to allow upon to great resources for a number of highly specialized services. This proposed model will provide an improved response time to crime scenes and ensure the collection and processing of evidence at the highest standards possible.

The proposed portion of the JAG allotment would be used to:

1. Retrofit a mobile crime lab vehicle with the necessary equipment, workspaces, lighting, shelving, emergency lights, power supply, and technology.
2. Purchase eight crime lab kits for crime scene processing squads. Kits include a camera with a detachable flash, camera battery, fingerprint brushes, fingerprint dust, gloves, etc.

Budget

Item	Units	Cost	Total
Mobile crime lab equipment	1	\$11,878.00	\$11,878.00
Crime scene processing kits for squads	8	2,000.00	\$16,000.00
Total			\$27,878.00

Ramsey County Community Corrections

The Ramsey County Community Corrections Intake Unit (RCCIU) is the central receiving location for all offenders who are ordered to adult probation. The unit completes transfer investigations to other jurisdictions, both in-state and out-of-state; monitors offenders while transfer of supervision is pending; provides court coverage at probation violation hearings for other units; processes incoming transfer, pre-parole, and pre-sentence investigation requests for the Ramsey County Adult Services Division; processes new referrals for supervision from the Ramsey County District Court; conducts criminal history checks and risk assessments; and orients offenders to probation.

Ramsey County Community Corrections will use the JAG funds to support a portion of the salary of a Community Corrections Aid in the Intake Unit of the Adult Courts Division. The aid position supports the overall work of the intake unit by performing a variety of duties: 1) performing criminal record checks; 2) determining the custodial status and length of stay in the local jail; 3) entering new case information into the automated data base; 4) conducting data integrity operations; 5) gathering information for the probation officer assigned to a particular case.

Goals/Outcomes

One of the Ramsey County Community Corrections' goals for 2012-2013 is to reduce criminogenic risk factors by increasing swift, certain, and proportional responses to criminal behavior and misconduct. The funds received from the JAG grant will assist community corrections with this goal by improving the speed and accuracy of post-court case assignments and providing timely and accurate information to the court regarding in-custody probation violation matters. Both are critical to public safety: the first relates to supervision of those offenders released to the community; the second relates to appropriate court response to in-custody supervision violators.

Proposed Use of Funds – Salaries - \$27,878

City of Saint Paul Minnesota Police Department

The Saint Paul Police Department is a nearly 160-year-old professional law enforcement institution steeped in a tradition of excellence. We take particular pride in our community policing practices, for which we have earned the support of our community.

In 2011, we began to develop our department's three-year strategic plan. After many months of meetings and surveys to gather feedback and insight from internal and external sources, we have concluded the process and presented the plan in early 2012.

Like any guide, our plan is flexible and the department's leadership will modify and improve it based on the changing needs of our city. A summary of our strategic plan is below:

MISSION STATEMENT

The Saint Paul Police Department promotes safe and healthy neighborhoods through strong, professional partnerships with those we serve in our diverse community.

VISION STATEMENT

The Saint Paul Police Department strives to contribute to Saint Paul's vitality and prosperity by promoting safety and security with technical excellence, leadership and comprehensive professionalism. We seek to become an outstanding employer and partner engaged with our employees and the diverse communities that we serve. We are committed to quality training, high professional standards, accountability and achievement. We are focused on strengthening partnerships to address the causes and outcomes of crime in order to continue to be a strong asset to the city and a national leader among law enforcement agencies.

VALUES

Pride, Professionalism & Partnerships

GOALS

- Improve the safety and security of the capital city.
- Partner with our community to enhance Saint Paul's vitality and prosperity.
- Invest in our employees.
- Manage resources for maximum results.
- Strengthen a culture that values service and accountability.

With the JAG funds, we will be working specifically on our first goal -- Improve the safety and security of the capital city -- strategies 1, 2, 3, and 6 (a full copy of our entire strategic plan is available upon request). Community members need to not only be safe in the areas where they live, work, visit and gather, they also need to feel safe. With this as our goal, we will work to ensure that we are serving our community through crime prevention and intervention while enforcing the laws to protect the capital city. Strategies and outcomes may include:

Strategy #1: Build upon initiatives to target specific Part I crimes

➤ Outcome: Decrease in the identified Part I crimes

Strategy #2: Improve responses to quality-of-life and traffic safety issues

➤ Outcome: Stronger, healthier and safer neighborhoods

Strategy #3: Enhance intervention and prevention programs directed toward youth and their families

➤ Outcome: Positive impact on youth crime and attendance at school

Strategy #6: Focus efforts on reducing repeat problem property complaints

➤ Outcome: Stronger neighborhoods where all citizens feel safe

We will incorporate best-practices into our projects including hot spot policing, "Operation Ceasefire" type projects for gun and gang intervention, community oriented activities to increase awareness and crime prevention, as well as others. Specific activities undertaken will include the following:

Focusing Our Resources On Community Empowerment (F.O.R.C.E.) Unit:

The Saint Paul Police Department recognizes the negative and pervasive influence that drugs and narcotics have on the quality of life in our community. The department also recognizes that drug use and related activities are a social phenomenon that requires a coordinated response between police officers, residents, and the combined resources of the City of Saint Paul. The FORCE Unit is designed to combine resources in an effort to attack the scourge of drug use through a variety of strategies. F.O.R.C.E. Unit has found through unit investigations that suspects in street level narcotics investigations are very mobile, involved in other criminal activity and often create problem properties where they conduct their illegal activities. There is a strong need to address problem properties and behavior through the use of jump-out details, agent buy operations, knock and talk details, and search warrants. Additional emphasis needs to be directed toward block club meetings, administrative follow-up, cooperating agency meetings and educational presentations. High crime areas will be defined by F.O.R.C.E. based on numbers of resident complaints, concentration of problem property cases, computerized mapping and intelligence information generated by patrol officers and informants.

Anticipated Goals/Outcome: Address crime hot spots citywide, to reduce street level narcotics activity, associated crimes, and problem properties in the target areas. Overtime funding will strengthen the F.O.R.C.E. Unit's specialized approach to intervening hot spots by permitting more time for coordination with neighborhood service area supervisors, district council neighborhood crime prevention coordinator and relevant city services such as code enforcement, fire inspections, and licensing. An increase in arrests, drug seizures, and prosecutions will be seen as well as an increase in the quality of life for residents of the city.

Gun Issues - Possession and Discharge of Firearms:

Trained officers retrieve illegal guns as well as document guns that have been confiscated by utilizing gun suppression techniques.

Anticipated Goals/Outcome: Reduce the level of intentional discharge of firearms by intervening with violent offenders with a documented history of gun violence. Gathering and sharing of intelligence data, training on gun interdiction techniques and use of technology to improve communications between department resources, and law enforcement agencies to accomplish outcome.

Narcotics/Special Investigation Unit (S.I.U)/Gang Unit:

Saint Paul and its adjoining suburban communities contained within Ramsey and Dakota Counties has experienced a large impact from the burgeoning methamphetamine problem. Prior to 1998, St. Paul drug seizures were comprised largely of cocaine and marijuana with a representation of other illegal drugs including methamphetamine. Beginning in 1998, methamphetamine seizures quickly outpaced other drug seizures by a margin of almost 2 to 1. Saint Paul's west side community is becoming known as source city for methamphetamine. Highly financed criminal organizations importing from Mexico, using mostly methamphetamine distributors locally, blend into the illegal activities and avoid prosecution. The majority of the methamphetamine coming into Saint Paul and the Saint Paul suburban community originates from labs in California and Mexico.

In addition, the City of Saint Paul will use these grant funds to supplement the work of the department's gang unit.

Anticipated Goals/Outcome: Overtime availability will allow officers to more thoroughly pursue investigations related to the west side methamphetamine market resulting in an increase in drug seizures and arrest.

Use of the funds for the gang unit will result in more arrests, seizures, and prosecutions.

Neighborhood Service Area (NSA)/Beat Officers:

Neighborhood policing identifies with geographic areas within each district, which are referred to as Neighborhood Service Areas (NSA) and beat assignments. NSAs and beat areas incorporate well-defined neighborhoods within Saint Paul into police service areas. Neighborhood policing brings residents, business owners, and the police officers closer together to work on common issues that affect the quality of life and the public safety in that neighborhood. Officers identify crime problems and take proactive measures to solve public safety related issues with community support and assistance.

Anticipated Goals/Outcome: The program will focus overtime hours on a proactive approach to solving problems identified by officers working in collaboration with district councils, and both the business and community groups. Issues to address include drug dealing, disorderly people, drunks, pickpockets and problem properties that impact quality of life issues. In addition, those problems identified will be assigned to an officer who will be responsible for the action and outcome. Further attention will be focused on

multi-housing areas. A decrease in crime in these areas is expected as well as an increase in quality of life.

Park and Recreation Center Details:

Saint Paul recreation centers provide residents with a place in their neighborhood to learn and have fun, and also serve as the community's gathering spot - the focus of Saint Paul's famously strong neighborhoods. The over 1.5 million annual visits attest to their effectiveness in meeting those needs. Both Saint Paul police officers and police security rangers are involved in maintaining a safe environment for the parks.

Anticipated Goals/Outcome: To provide a safe environment in the City of Saint Paul's parks to allow children to play and learn. Police officers can work in the parks as mentors and youth workers allowing children to have the opportunity to enjoy activities and to see police officers in roles outside that of the traditional police officer. Officers will also develop longer standing relationships with youth and park staff preventing problems from occurring or reoccurring at the recreation centers.

Vice and Prostitution Details:

Street Prostitution in the city continues to be a problem in certain areas. The department is committed to address the issue.

Anticipated Goals/Outcome: The Vice Unit will strategically schedule police officers from within the department to participate in enhanced prostitution suppression activities without deleting their ability to contribute to meeting the goals of their own organizational units as well as keeping the neighborhoods of Saint Paul free from street level criminal activity.

Truancy/Curfew:

To find solutions for increased truancy and curfew violations in Saint Paul and its surrounding suburbs, the Ramsey County Truancy and Curfew Center (RCTCC) was established in 1994. A representative from the Saint Paul Police Department is on the executive committee that oversees and coordinates the collaborative work of the RCTCC. School Resource Officers perform these duties after school hours.

Anticipated Goals/Outcome: Truancy officers will be assigned during peak school hours. Curfew sweeps will be performed several times per month. Curfew/Truancy violators will be stopped and tagged so there is a decrease in school age youth present during school times and times after curfew.

Proposed use of funds - Overtime \$129,965

Update Technology:

The department uses many types of best-practices technology to assist in crime prevention, intervention, and response. Examples include data analysis and mapping tools, CCTV, a records management system, and a license plate recognition system. As part of our department's strategic plan one of our five goals is to "Manage our Resources for Maximum Results." One of our strategies to achieve that goal involves employing effective technology. The intended outcome of that strategy is improved customer service through the efficient use of technology.

Funding Objective: We are proposing the purchase and implementation of an evidence and property tracking system to include bar coding. Currently, the department is using a paper report form along with Excel spreadsheets to accomplish this, and it is inefficient, unreliable, and very resource intensive. Property can be easily lost, misplaced, or disposed of improperly without a dependable means of tracking it.

Advancements in property and evidence management systems have produced quality systems that would allow us to better serve our customers. We would be able to track evidence from intake to disposal in a more effective and efficient manner. Property would be returned to the rightful owner more effectively and evidence would be track through the court process more accurately.

Benefits and Impacts:

Such a system would greatly reduce the time it takes to enter and track a piece of property through its life-cycle at the police department. It can also flag when an item can be disposed of, reducing the amount of property being stored. A bar coding system will greatly reduce the employee time spent monitoring the movement of an item as it comes and goes from the

Proposed use of funds – Equipment \$40,000

Administrative Funds: - also included in Budget Narrative Section Attachment 2

The Saint Paul Police Department will use between 9 and 10% of the JAG funds to offset costs associated with administering JAG funds.

The City of Saint Paul Police Department will utilize the administrative portion of the JAG funds to assist in distributing the funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance for any sub-recipients of the funds.

The Saint Paul Police Department is a full-service police department with the infrastructure, experience, technical expertise and commitment to implement this collaborative project. This infrastructure includes financial management and reporting by the accounting unit which provides planning and budget support to the divisions as well as fiscal management of department functions. This unit is also responsible for the coordination of the annual operating budget, grant accounting, supervision of internal expenditures and internal controls including fund audits. Submitting financial reports and providing on-going financial assistance during the grant period are handled by the Accounting Technician and the costs total \$6,288 for the salary and fringe benefits (\$1,572 each year x 4 years = \$6,288). Providing ongoing assistance during

the grant are the responsibility of a Clerk Typist IV and this amounts to \$6,448 for the salary and fringe benefits (\$1,612 x 4 years = \$6,448).

Monitoring the award, and providing on-going assistance during the grant period is handled by the Research and Grants Manager and has a total cost for the salary and fringe benefits of \$13,448 (\$3,362 x 4 years = \$13,448).

The department is committed to serving the community and is organized in such a manner as to be more responsive to the community we serve.

Proposed use of funds for administrative costs - \$26,184

The above programs would not be available with the assistance of the JAG funds. We believe that these funds play a significant role in fighting crime in our jurisdiction. Specifically, our application of "hot spot" enforcement, which has been proven effective, with these funds has been instrumental in keeping our crime rate low.

City of Maplewood Minnesota Police Department

MISSION

The Maplewood Police Department, in partnership with its citizens, will work to solve problems relating to crime and the fear of crime, with an emphasis on community needs.

Anticipated Goal/Outcome

To provide professional law enforcement technology while utilizing state of the art technology and practices.

Activity -- Utilizing the JAG funds will assist us in meeting our goal by allowing our officers to operate more effectively and efficiently. It will allow us to purchase the equipment necessary like license plate recognition or vehicle tracking equipment to meet our goal which is not normally included in our operating budget. It will also allow us to pay the annual subscription for our Lexipol Policy System which provides defendable, up-to-date policies coupled with a daily training system related to those policies.

Proposed use of funds – Contract Services - \$5000, Supplies - \$4028

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
St. Paul - Police Officer	Overtime at approximately \$45.65 x 2457 hours	\$112,184.00
Ramsey County Attorney's Office Investigator	Hourly salary \$32.96 .4 FTE	\$27,878.00
Ramsey County Correction's Intake Worker	Hourly salary \$37.07 .4 FTE	\$27,878.00
SUB-TOTAL		\$167,940.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
St. Paul - Fringe Benefit for overtime on police officer	15.85 percent on \$112,184	\$17,781.00
SUB-TOTAL		\$17,781.00
Total Personnel & Fringe Benefits		\$185,721.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost

TOTAL \$0.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Mobile Crime Lab Vehicle		\$11,878.00
Evidence and Property Storage System		\$40,000.00

TOTAL \$51,878.00

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Crime Scene Processing Kits	8 x 2000	\$16,000.00
License Plan Recognition Supplies	Various items	\$4,028.00
TOTAL		\$20,028.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
N/A		
TOTAL		\$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Lexipol	Provides defensible and up-to-date policies	Annual Fee	\$5,000.00
			<i>Subtotal</i> <u>\$5,000.00</u>

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
N/A			
			<i>Subtotal</i> <u>\$0.00</u>

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
<i>Subtotal</i> <u>\$0.00</u>	
TOTAL <u>\$5,000.00</u>	

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Administrative Costs	Accounting Technician \$228, Clerk Typist 4 \$288, Research and Grants Manager \$13,440 over four years	\$26,184.00
TOTAL		\$26,184.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
N/A		
TOTAL		\$0.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	<u>\$167,940.00</u>
B. Fringe Benefits	<u>\$17,781.00</u>
C. Travel	<u>\$0.00</u>
D. Equipment	<u>\$51,878.00</u>
E. Supplies	<u>\$20,028.00</u>
F. Construction	<u>\$0.00</u>
G. Consultants/Contracts	<u>\$5,000.00</u>
H. Other	<u>\$26,184.00</u>
Total Direct Costs	<u>\$288,811.00</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$288,811.00</u>
Federal Request	<u>\$288,811.00</u>
Non-Federal Amount	<u>\$0.00</u>

2012 JAG Grant

Budget Narrative

A. Personnel

Personnel costs will be split between two of the jurisdictions: The City of Saint Paul and Ramsey County.

The Ramsey County Attorney's Office will use JAG funds to hire an investigator to work closely with federal, state, and local law enforcement agencies to insure full access to essential information from these agencies to special gang prosecutors and all other adult and juvenile prosecutors. This will meet one of the greatest needs of the Ramsey County Court System by having more complete information on defendants prior to decisions on bail and sentencing. The investigator will be paid \$32.96 per hour. The total funding used will be \$27,878.

The Ramsey County Corrections Department will partially fund one community corrections aide in the Intake Unit of the Adult Courts Division. This position is tasked with improving the speed and accuracy of post-court case assignment and providing timely and accurate information to the court regarding in-custody probation violation matters. The hourly rate is \$37.07 and the total funding for this position is \$27,878.

The Saint Paul Police Department will use a portion of the JAG funding to support overtime activities. These activities include F.O.R.C.E. (Focusing Our Resources on Community Empowerment) Unit, gun issues including possession and discharge of firearms, our narcotics/special investigations unit, neighborhood service areas/beat officers, park and recreation center details, vice and prostitution details, and also truancy/curfew details. The officers will be paid approximately (depends on years of service) \$45.65 per hour for the 2457 overtime hours and the total allocated is \$112,184.

B. Fringe Benefits

Fringe benefits will be made available to the Saint Paul Police Department officers that are working overtime on the above outlined details. The Saint Paul Police Department officers will be provided overtime benefits at 15.85% (PERA and Medicare). With \$112,184 in overtime the benefit total will be \$17,781 ($\$112,184 * 15.85\%$).

C. Travel

None.

D. Equipment

The Ramsey County Sheriff's Office will retrofit a mobile crime lab vehicle with the necessary equipment to serve on a county-wide level. Anticipated cost \$11,878. The City of Saint Paul will purchase equipment to update our technology in the evidence and property storage area. Cost of the updated system \$40,000.

E. Supplies

The Ramsey County Sheriff's Office will be purchasing eight crime scene processing kits for squads for \$2000 each for a total of \$16,000. The Maplewood Police Department will purchase supplies to support their license plate recognition system. Cost \$4028.

F. Construction

None.

G. Consultants / Contracts

The Maplewood Police Department will use funds to pay a contract fee for continued defensible and up-to-date policies. Cost \$5000.

H. Other Costs

The Saint Paul Police Department will also use administrative funds from the grant to assist in the administration and oversight of the grant:

- The administrative funds will pay \$1,572 each year for four years for the salary and benefits for an Accounting Technician for at total of \$6,288.
- The grant will pay \$1,612 each year for 4 years of the salary and benefits of a Clerk Typist IV and totaling \$6,448.
- The administrative costs will include the salary and benefits for the Research and Grants Manager ($\$3,362 \times 4 \text{ years} = \$13,448$).

In total, the positions amount to $\$6,288 + \$6,448 + \$13,448 = \$26,184$.

I. Indirect Costs

None.

Abstract

2012-HI-365-MN-DJ

Applicants Name: City of Saint Paul Police Department

Program Name: JAG Recovery Act- City of Saint Paul, County of Ramsey, and City of Maplewood

Goals: This year's JAG funding is investing in individuals and strategies that have been proven to be effective. The goals are less violent crime through more comprehensive investigations, a more efficient corrections system, the use of more accurate and timely information to courts, providing faster and more complete information to prosecutors and courts, increasing crime scene processing, improved customer service by updating technology in processing of property and evidence, a reduction of criminogenic risk factors, improve the safety and security of the capital city, and manage resources for maximum results,

Strategies: Strategies include the development of a county-mobile crime scene processing unit, enforcement of crime hot spots, focusing on repeat offenders, targeting emerging and chronic crime problems in neighborhoods, and increasing opportunities for police-community relations through providing a safe place for families in local parks and neighborhoods.

Top Five Project Identifiers

Prosecution

Corrections

Violence – Violent Crime

Community Policing

Gangs

Review Narrative
2012-HI-365-MN-DJ

On April 9, 2012, the announcement of application was published and an opportunity for comment outlined in the publication. The application and program narrative was submitted to our city council on April 12, 2012 for review.

GMS APPLICATION NUMBER – 2012-HI-365-MN-DJ

THE STATE OF MINNESOTA

KNOW ALL BY THESE PRESENT

COUNTY OF RAMSEY

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAINT PAUL, MAPLEWOOD, AND
THE COUNTY OF RAMSEY, MINNESOTA

2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 9th day of April, 2012, by and between the CITY of SAINT PAUL and CITY OF MAPLEWOOD, acting by and through their governing bodies, their City Councils, hereinafter referred to respectively as Saint Paul and Maplewood and the COUNTY OF RAMSEY, acting by and through its governing body, the Commissioners of the County, hereinafter referred to as Ramsey, all of Ramsey County, State of Minnesota, witnesseth:

WHEREAS, this Agreement is made under the authority of the provision of Minnesota Statutes Section 471.59, the Joint Powers Act; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City of Saint Paul agrees to provide the City of Maplewood \$9,028 and Ramsey County \$83,634 from the JAG award for the Collaborative JAG Program; and

WHEREAS, all parties believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the City of Saint Paul, the City of Maplewood, and Ramsey County agree as follows:

GMS APPLICATION NUMBER – 2012-HI-365-MN-DJ

Section 1.

Saint Paul agrees to pay Maplewood and Ramsey a total of \$92,662 of JAG funds as outlined above.

Section 2.

Maplewood and Ramsey agrees to use \$92,662 for the Collaborative JAG Program until September 30, 2016.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against Maplewood and Ramsey other than claims for which liability may be imposed by the Minnesota Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against Saint Paul other than claims for which liability may be imposed by the Minnesota Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any party not a signatory to the Agreement to obtain a right by virtue of this Agreement.

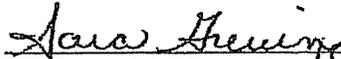
Section 7.

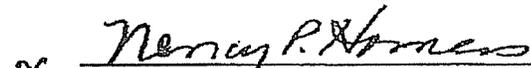
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

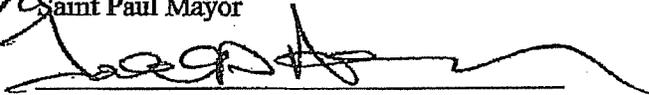
GMS APPLICATION NUMBER – 2012-HI-365-MN-DJ

CITY OF SAINT PAUL, RAMSEY COUNTY, MINNESOTA

APPROVED AS TO FORM:

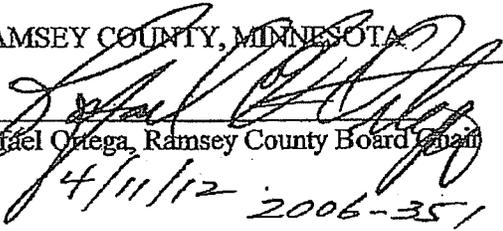

Assistant Saint Paul City Attorney


Saint Paul Mayor

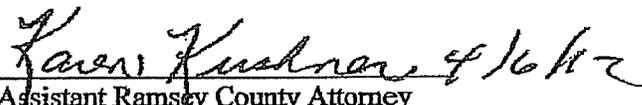

Finance Director

GMS APPLICATION NUMBER – 2012-HI-365-MN-DJ

RAMSEY COUNTY, MINNESOTA

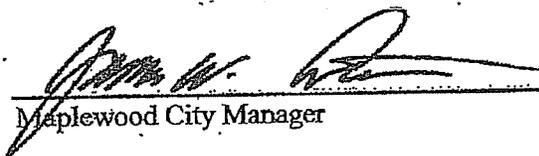

Rafael Omega, Ramsey County Board Chair

APPROVED AS TO FORM:


Assistant Ramsey County Attorney

GMS APPLICATION NUMBER – 2012-HI-365-MN-DJ

GMS APPLICATION NUMBER
City of Maplewood, Ramsey County, Minnesota



Maplewood City Manager

ATTACHMENT B

BUDGET CATEGORY	GRANT BUDGET	REPORTED		REPORTED					REPORTED		BALANCE 9/30/2015									
		10/1-12/31/12	BALANCE 12/31/12	1/1-3/31/13	4/1-6/30/13	7/1-9/30/13	10/1-12/31/13	BALANCE 12/31/13	1/1-3/31/14	4/1-6/30/14		7/1-9/30/14	10/1-12/31/14	BALANCE 12/31/14	1/1-3/31/15	4/1-6/30/15	7/1-9/30/15			
Supplies																				
License Plate Recognition Supplies	4,028.00		4,028.00																4,028.00	
		0.00	0.00																0.00	
	4,028.00		4,028.00																4,028.00	
Consultants/Contracts																				
Lexipol - Annual Fee	5,000.00	0.00	5,000.00																5,000.00	
		0.00	0.00																0.00	
	5,000.00		5,000.00																5,000.00	
TOTAL	9,028.00	0.00	9,028.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,028.00	
ACCUMULATED EXPENDITURES FOR YEAR		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
REMAINING GRANT FUNDS		9,028.00		9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	9,028.00	

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: **Approval of Fall Clean-Up Event – October 13, 2012**
DATE: September 19, 2012 for the September 24 City Council Meeting

INTRODUCTION

The Maplewood Fall 2012 Clean-Up event is scheduled for Saturday, October 13, from 8 a.m. to 1 p.m. at Aldrich Arena, 1850 White Bear Avenue. Staff will be working with a new trash hauling vendor during the event this year, Keith Krupenny and Son Disposal Service. The City will subsidize portions of the clean up, with residents paying reduced costs for the collection of some items and no cost for materials that can be reused or recycled.

DISCUSSION

Maplewood residents, with proof of residency, will be able to dispose of or recycle miscellaneous junk, construction debris, bulky metals, tires, appliances, electronics, furniture (including mattresses), carpet, bicycles and household hazardous waste. New this year the City will also be collecting car seats and concrete, landscape rock, and clean dirt.

Reuse and recycling of materials is a big component of the Fall Clean Up with several nonprofit and recycling companies accepting materials at no or minimal cost to the City including Bridging (furniture), Re-Cycle (bicycles), Bro-Tex (carpet), and Re-Seat (car seats).

Ramsey County's Household Hazardous Waste collection program will take place during the Fall Clean Up. Ramsey County will accept oil, paint, antifreeze, fluorescent and compact fluorescent bulbs, and household chemicals free of charge.

Maplewood will be sponsoring a food drive for the Second Harvest Heartland Food Bank. Residents can drop off nonperishable food and cash donations at the Fall Clean Up gate.

RECOMMENDATION

Staff recommends approval of the Fall 2012 Clean-Up event and fee schedule. The event is scheduled for October 13, 2012, from 8 a.m. to 1 p.m. at Aldrich Arena.

Attachment:

1. Fall 2012 Clean-Up Event Flyer



Maplewood Fall Clean-Up Event

Saturday, October 13, 2012

8 a.m. to 1 p.m.

Aldrich Arena, 1850 White Bear Avenue

Maplewood residents - unload your unwanted items at the City's annual Fall Clean-Up event. Items accepted include miscellaneous junk, construction debris, bulky metals, tires, appliances, electronics, furniture (including mattresses), carpet, bicycles and household hazardous waste. New this year the City will also be collecting car seats and concrete, landscape rock, and clean dirt. There is a fee for some items collected. Payment can be made via cash or check.

Type of Load and Fee

- | | | | |
|------------------------|---------|--|---------|
| • Vehicle Load | | • Bulky Items | |
| ○ Level Pick-Up Load | \$10.00 | ○ Non Freon Appliance | \$15.00 |
| ○ 4' x 8' Trailer Load | \$20.00 | ○ Freon Appliance | \$20.00 |
| ○ Car Load | \$10.00 | ○ Electronics | \$5.00 |
| ○ Mini Van Load | \$15.00 | ○ Car Tires | \$5.00 |
| | | ○ Furniture Which Cannot
Be Reused (couches,
mattresses, chairs) | \$5.00 |

Additional Materials Collected at No Charge

- Furniture Which Can Be Reused (lightly used) - Bridging (www.bridging.org)
- Children's Car Seats (any condition) - Re-Seat (recycleminnesota.org).
- Bicycles (any condition) - Re-Cycle (www.re-cycle.com)
- Carpet (dry carpet and foam padding, max. 6-foot wide roll) – Bro-Tex (www.brotex.com/carpetrecycling)
- Household Hazardous Waste – Ramsey County (www.co.ramsey.mn.us/ph/hw/household_hazardous_waste_accepted_items.htm)

Food Drive for Second Harvest Heartland Food Bank (www.2harvest.org)

In conjunction with this event, Maplewood will be sponsoring a food drive for the Second Harvest Heartland Food Bank. You can drop off nonperishable food and cash donations for Second Harvest Heartland Food Bank at the Fall Clean-Up entry gate.

Yard Waste – Ramsey County Compost Sites (www.ramseyatoz.com) (651.633.EASY 24/7)

No yard waste (except landscape rock and clean dirt) will be accepted. These items can be brought to a Ramsey County compost site.

Information – Maplewood Recycling Webpage (www.ci.maplewood.mn.us/recycling) or contact Shann Finwall, Environmental Planner, at 651.249.2304 or shann.finwall@ci.maplewood.mn.us.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Resolution Accepting Donations to the Fire Department
From Lorry Houle and Ken and Nancy Schak
DATE: September 12, 2012

INTRODUCTION

The fire department has received a donation from Lorry Houle and Ken and Nancy Schak and city council approval is required before this donation can be accepted.

BACKGROUND

Lorry Houle and Ken and Nancy Schak sent the fire department a \$40 check in memory of retired firefighter Earl Motz who passed away in August of this year.

RECOMMENDATION

I recommend that the city council approve to accept this \$40 donation and that the necessary budget adjustments be made so the funds can be expended by the fire department as needed.

RESOLUTION AUTHORIZING GIFT TO CITY

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

WHEREAS, Lorry Houle and Ken and Nancy Schak wishes to grant the city of Maplewood the following: \$40.00, and;

WHEREAS, Lorry Houle and Ken and Nancy Schak has instructed that the City will be required to use the aforementioned for: use by the fire department to directly improve the community, and;

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

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

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

The Maplewood City Council passed this resolution by four-fifths or more majority vote of its membership on _____, 20_____.

Signed:

Signed:

Witnessed:

(Signature)

(Signature)

(Signature)

Mayor
(Title)

Chief of Fire
(Title)

City Clerk
(Title)

(Date)

(Date)

(Date)

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Approval to Declare Surplus Fire Trucks and Sell One
DATE: September 18, 2012

INTRODUCTION

With the restructuring of the Maplewood Fire Department, we have three old fire engines that are no longer needed by the Department and are asking the council to declare them as surplus and allow us to sell them. They are a 1983 Ford LN8000 fire engine, a 1984 Ford LN9000 fire engine and a 1991 Ford LN9000 fire engine.

The 1983 Ford LN8000 fire engine has a resale value of \$5,000 or less; and we currently have an offer from Michael Waltzing, owner of Whitetail Wilderness Resort in Webster, WI, in the amount of \$5,000.

RECOMMENDATION

I recommend that the city council declare these three fire engines as surplus equipment and allow the Department to sell them. I also recommend that the city council approve the sale of the 1983 Ford LN9000 fire engine to Michael Waltzing in as is condition.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Gayle Bauman, Finance Manager
SUBJECT: **Approval of Resolution Authorizing Amendment of the \$5,900,000 Educational Facilities Revenue Note, Series 2010 (Hill-Murray)**
DATE: September 17, 2012 for September 24, 2012 council meeting

INTRODUCTION

In 2010, the City approved a \$5,900,000 revenue note for the Hill-Murray Foundation. Approval is needed in order to decrease the interest rate on the \$5,900,000 Educational Facilities Revenue Note, Series 2010 (Hill-Murray School Project) note.

DISCUSSION

The borrower (Hill-Murray) and the lender (Premier Bank) have agreed to modify certain provisions in the Note and related documents in order to lower the interest rate from 4.0% to 3.75% and have asked the City to enter into an amendment of the Note to effect such changes. The maturity and amounts remain the same so this amendment will have no effect on the City's borrowings this year.

FINANCIAL IMPACT

None.

RECOMMENDATION

Staff recommends approval of the Resolution Authorizing Amendment of the \$5,900,000 Educational Facilities Revenue Note, Series 2010 (Hill-Murray School Project) and Authorizing the Execution of Documents Relating Thereto.

Attachment(s):

1. Resolution

RESOLUTION AUTHORIZING AMENDMENT OF THE
\$5,900,000 EDUCATIONAL FACILITIES REVENUE NOTE, SERIES 2010
(HILL-MURRAY SCHOOL PROJECT)
AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATING THERETO

WHEREAS, on December 23, 2010, the City of Maplewood, Minnesota (the "City") issued its \$5,900,000 Educational Facilities Revenue Note, Series 2010 (Hill-Murray School Project) (the "Note") made payable to Premier Bank (the "Lender") and loaned the proceeds of the Note to The Hill-Murray Foundation, a Minnesota nonprofit corporation, (the "Borrower"), pursuant to a Loan Agreement dated as of December 23, 2010, between the City and the Borrower (the "Loan Agreement") to refinance certain tax exempt and conventional debt used to acquire land and construct improvements to the Hill-Murray School; and

WHEREAS, pursuant to a Pledge Agreement dated as of December 23, 2010 between the City and the Lender, the City assigned its rights and interests under the Loan Agreement (except for certain rights of payment and indemnification) to the Lender; and

WHEREAS, the Borrower has secured payment of its obligations under the Loan Agreement, including repayment of the Note, by delivery to the Lender of the Mortgage, two Security Agreements and a Pledge and security Agreement (all as defined in the Loan Agreement); and

WHEREAS, in order to lower the interest rate on the Note, the Borrower and the Lender have agreed to modify certain provisions in the Note and related documents and have asked the City to enter into an amendment of the Note to effect such changes.

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

The forms of the Loan and Note Modification Agreement (the "Agreement") on file with the City is hereby approved and the Mayor and Manager are authorized to execute the Agreement together with such other documents as Bond Counsel considers appropriate in connection with the amendment of the Note. In the event of the absence or disability of the Mayor or Manager such officers of the City as, in the opinion of the City Attorney, may act in their behalf, shall without further act or authorization of the Council do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

Adopted by the City Council of the City of Maplewood, Minnesota, this 24th day of September, 2012.

Mayor

Attest:

Manager

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss
CITY OF MAPLEWOOD)

I, the undersigned, being the duly qualified and acting Manager of the City of Maplewood, Minnesota, hereby certify that I have carefully compared the attached and foregoing Resolution with the original thereof on file in my office and the same is a full, true and complete transcript therefrom, insofar as the same relates to a Resolution Authorizing Amendment of the \$5,900,000 Educational Facilities Revenue Note, Series 2010 (Hill-Murray School Project) and Authorizing the Execution of Documents Relating Thereto.

WITNESS my hand officially as such Manager this ____ day of September, 2012.

Manager

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AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Public Works Director/City Engineer
 David Thomalla, Police Chief
 Steve Lukin, Fire Chief
 Tom Ekstrand, City Planner
SUBJECT: **Consideration of Petition Requesting 24-Hour Parking Adjacent to Cottages of Legacy Village (Hazelwood Street and Legacy Parkway)**
DATE: August 16, 2012

INTRODUCTION

The council will consider a petition submitted to the City on July 9, 2012 requesting 24-hour parking along sections of Hazelwood Street and Legacy Parkway adjacent to the Cottages of Legacy Village development. The council tabled this item at the August 13, 2012 meeting and ordered it reconsidered upon a date set by the petitioner and staff. Petitioner requested this item be placed for reconsideration on September 24, 2012.

BACKGROUND

Suzanne Fry and the Board of Directors from the Cottages at Legacy Village are requesting approval for their residents to be allowed to park overnight on the street-side “cutouts” for parallel parking along Hazelwood Street and Legacy Parkway (refer to attachment).

These cutouts were intended as guest-parking areas since the double garages serve the parking needs for residents according to code.

There is no CUP/PUD requirement prohibiting overnight parking along the streets in these cutouts. This is regulated by city ordinance which states:

Sec. 36-39. - Parking prohibited in certain locations.

- (a) Parking on bridge approaches or upon any boulevard median strip, lawn or grass plot is prohibited in the city.
- (b) No person shall park or leave his motor vehicle standing upon the private property in the city of any person without first receiving consent of the owner of such property.
- (c) Parking of any vehicle upon any street or road in the city for more than 30 minutes during the time intervening between a snowfall of two inches or more and the plowing or removal of snow is hereby prohibited.
- (d) Parking of any vehicle upon any street or road in the city between the hours of 2:00 a.m. and 6:00 a.m. is hereby prohibited. Any owner, tenant, occupant or resident of property abutting a city street in an emergency or a temporary hardship may apply to the chief of police for a

temporary exception permitting on-street vehicular parking between the hours of 2:00 a.m. and 6:00 a.m., which permitted exception shall not extend beyond 14 calendar days.

- (e) Special parking areas in the city may be designated by the council from time to time, by resolution, for truck parking or for taxicab parking. When so designated, no other vehicles may stand, stop or park in such areas.

This ordinance prohibits overnight on-street parking between 2:00 a.m. and 6:00 a.m. to facilitate snow removal and to prevent possible crimes involving parked cars. Paragraph (d) allows the Chief of Police to allow temporary exceptions to the no-overnight-parking rule.

DISCUSSION

The following is staff feedback regarding the petitioned request.

Public Works:

Adjusting the overall ordinance would be problematic especially related to snow removal. Our snow plow crews start at 4 am to ensure we can make a pass throughout the City without vehicles parked along public streets. Currently it is well known that there is No Parking in the City from 2-6am, and to get away from that, winter parking problems are envisioned. This could affect the level of service for snow plowing and street sweeping for example.

Police Department:

A big reason for the ordinance is to keep vehicles off the street at night. This prevents vehicles on the street from becoming targets for thefts and vandalism. It also creates a situation where if no vehicles are on the street, persons up to "no good" can't blend in as easily with other cars on the street. A car parked on the street should attract the attention of an officer on patrol. Although we don't get on every street, every night, if we get a call in an area, less suspicion arises if there are NO vehicles to look at as potential suspect vehicles.

We get numerous requests for exceptions either for driveway work or just extra people at the house. If you are proposing the language change in the ordinance, you might as well do away with it. Leaving it open-ended as far as a time limit will result in creating an enforcement nightmare as far as who does and does not have permission and for how long.

I am very much against creating little pockets of neighborhoods where overnight parking is allowed. As this number increases, the ordinance gets more watered down and we might as well do away with it at that point. It makes enforcement more difficult also. Officers aren't always aware of where it is allowed and not allowed. Creating exceptions will create confusion and end up in vehicles being tagged in the areas where parking is allowed. What one person is granted, another will want. Other people or areas become aware of exceptions and then will ask for their own exception. If we have an ordinance that says it is illegal to park on the street at night, let's do that and not say it is illegal unless you live on this block or this development.

Why should the City make an exception for what their own Association prohibits? I have told homeowners that ask for permission all summer to make arrangements with a neighbor or a private business to use their lot overnight. If they need to park on the street, why not change their rules rather than ask the City to change ours? Perhaps they could purchase a strip of land to the south of their

development from St. John's and create a visitor/overflow lot. I know of other townhome developments that have overflow lots.

Fire Department:

Parking on the streets can cause a big problem for our emergency vehicles when we respond, the Code requires a 20 foot wide access at all times. With or without parking the 20 foot clearance will continue to be met.

DISCUSSION WITH PETITIONER

Staff spoke with the petitioner about its position of recommending denial of the 24 hour on-street parking to the City Council. She provided background that the Association also did not want parking within the internal site because of similar concerns that the City had. Staff suggested that the Association work with its neighbors to explore partnerships that would allow for overnight parking (overflow parking) that would not violate City Code.

Staff mailed out notices to all petitioners conveying the staff recommendation in addition to the date and time in which the City Council would consider this petition.

The petitioner stated that Cardinal Pointe was not agreeable to a shared overnight parking agreement. The on street overnight parking request is now one of the only options remaining for the petitioner and they want council to consider action on this request.

RECOMMENDATION

It is recommended that the city council deny the petition request for 24 hour parking on the two identified sections of Hazelwood Street and Legacy Parkway, which are public roadways.

It is recommended that the Cottages of Legacy Village Association explore other means in which to find overnight parking for its members which does not conflict with City Code.

Attachments:

1. Petition
2. Letter from Cardinal Pointe
3. Staff Letter to Petitioners
4. Map

To: Michael Thompson
City Engineer/Deputy Dir PW
1902 E County Rd B
Maplewood, MN 55109

Cc: Jim Antonen City Planner
David Thomalla Police Chief
Will Rossbach Mayor

Fr: Board of Directors
Cottage of Legacy Village

Re: Petition to allow 24-hr Parking
Date: July 9, 2012

Michael,

At the June 11th City Council Listening Forum, we opened a discussion on the possibility of our Town Home Association being granted a request for 24-hour parking on three cutouts adjacent to our property. These cutouts are indicated on the attached map: two on Hazelwood Street and one on Legacy Parkway.

Our Association rules prohibit overnight parking on our internal streets, and we have no off-street parking. We are the only ones who routinely use these cutouts, since Cardinal Pointe, across Hazelwood from us, has plenty of underground and off-street parking.

We're submitting here, a petition signed by our residents, asking that our request be reviewed by all appropriate City Departments and submitted to the City Council for their consideration, as soon as possible.

I'm the Board's Vice-President and the contact person on this issue.
I welcome any questions or updates on our request's progress.

Many thanks,



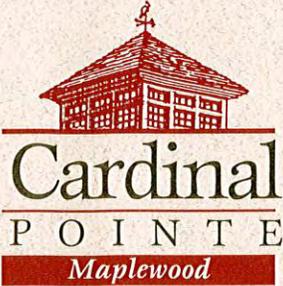
Suzanne Fry
3060 Cottage Lane

We, the undersigned, request that 24 hour parking be allowed on the two sections of Hazelwood St and one of Legacy Pkwy designated on the attached map of our neighborhood.

NAME	ADDRESS	CONTACT (phone or email)
1 Suzanne Juy	3060 Cottage Lane	
2 Tammi Veale	3050 Hazelwood St	
3 Gene Maloney	3016 Cottage Ln	
4 Jonell Parryga	1551 Legacy Pkwy E.	
5 Matt Paersa	1551 Legacy Pkwy E	
6 T. P.	1553 Legacy Pkwy E	
7 Kelly Beaudoin	1548 Legacy Pkwy E	
8 Shelly Supan	3036 Cottage Ln N.	
9 Cindy Cooper	3054 Hazelwood St	
10 Michael Conroy	3054 Hazelwood St	
11 Walter	3018 Hazelwood St	
12 Chellette Watts	3004 Hazelwood St	
13 Sarah Chandhoy	3012 Cottage Ln. N	
14 Walter	3016 Cottage Ln. N	
15 Justin Gagnolius	3024 Cottage Ln N	
16 Ryan Frantzen	3028 Cottage Ln N.	
17 Stephanie P. P. P.	3132 Cottage Ln N.	
18 Chris McBride	3032 Cottage Ln N	
19 Ben Rowe	1552 Legacy Pkwy E	
20 Jessica Rowe	1552 Legacy Pkwy E	
21 Matt Everson	1553 Legacy Parkway E.	
22 RAYMOND WATTS	3004 Cottage Lane N	
23 Rob Knapp	3012 Hazelwood St	
24 Carol Bell	3012 Hazelwood St.	

We, the undersigned, request that 24 hour parking be allowed on the two sections of Hazelwood St and one of Legacy Pkwy designated on the attached map of our neighborhood.

NAME	ADDRESS	CONTACT (phone or email)
25 Kim Shea	3018 Hazelwood St N	
26 Jane Shea	3018 Hazelwood St	
27 Megan Price	1556 Legacy Pkwy E	
28 MUSTAFA ARAJIN	3012 COTTAGE LN N	
29 RILEY SOLZ	3000 cottage LN N	
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RECEIVED

JUL 11 2012

Maplewood Public Works

July 10, 2012

Mr. Michael Thompson
City Planner and Deputy Director of Public Works
1902 East County Road B
Maplewood, MN 55109

Dear Mr. Thompson:

This letter is to inform you that as near neighbors of the Cottages of Legacy, Cardinal Pointe of Maplewood Cooperative supports the petition asking the City of Maplewood to consider 24-hour parking in the cut-out areas along Hazelwood Avenue between Beam Avenue and County Road D. We hope that the City officials will give this matter careful consideration.

Sincerely,

A handwritten signature in blue ink that reads "F. Raymond Belting". The signature is written in a cursive style.

F. Raymond Belting, President of the Board

Representing the full Board and the members of Cardinal Pointe of
Maplewood

Cc: Suzanne Fry, Vice President, Cottages of Legacy Village Board of
Directors



August 17, 2012

RE: Petition Requesting 24-Hr. Parking on Hazelwood Street and Legacy Parkway

NOTICE OF CITY COUNCIL CONSIDERATION

Dear Maplewood Property Owner,

This letter is being mailed to all property owners that signed the attached petition. This letter is being mailed to you to provide notice of the date and time that the Maplewood City Council will consider this petition request.

The City Council will consider this item on **Monday, Sept. 24, 2012 at 7:00 p.m.** in the Council Chambers at City Hall (1830 County Road B East).

After review of the petition by city departments, the staff is recommending that the request for 24-hr parking not be approved for public safety and maintenance related reasons. However, this is a recommendation and the City Council will take final action.

I encourage you to attend the council meeting if you would like to address the City Council and speak to this issue.

If you have any questions or concerns, please contact me at 651-249-2400.

Sincerely,

Michael Thompson, P.E.
Public Works Director and City Engineer

C: Dave Thomalla, Police Chief
Butch Gervais, Fire Marshal
James Antonen, City Manager

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MEMORANDUM

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: September 5, 2012
SUBJECT: On-Sale Intoxicating Liquor License for Freddy's Tiki Hut

Introduction

John Robert Klein owner doing business as Freddy's Tiki Hut (formerly Rookies Sports Bar) located at 1820 Rice Street has submitted an application for an on-sale intoxicating liquor license.

Background

A background check has been conducted on Mr. Klein and nothing was identified in the background check that would prohibit him from holding this license.

The property is owned by Kielas Partnership Chalet, LLC and leased to Fred J. Macalus, Sr. (Freddy's Tiki Hut, LLC). Finally there is a Sub-Lease Agreement between Freddy's Tiki Hut, LLC and John Klein Enterprises, LLC who will be the owner of the business.

Chief Thomalla has met with Mr. Klein to discuss measures to eliminate the sale of alcoholic beverages to underage persons, general security and retail crime issues, and the Maplewood Liquor Ordinances.

Consideration

It is recommended that the City Council approve an on-sale intoxicating liquor license for Freddy's Tiki Hut located at 1820 Rice Street.

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
RE: Consideration of Penalties for Alcohol Compliance Failures
DATE: September 17, 2012

Introduction

The City of Maplewood conducts compliance checks on all alcohol license holders at least twice a year. In April, May and June of 2012, the attached businesses failed the compliance check by selling alcohol to an underage buyer and were issued a criminal complaint for that offense which has been prosecuted.

Background

When the city council began performing tobacco and alcohol compliance checks in 2000, they opted not to have a strict guideline for penalties because some compliance failures are more egregious and warrant stricter penalties.

While the city does not have specified fines for cigarette and tobacco compliance failures, past practice has been to adhere to the following guidelines for imposing penalties for tobacco: first offense \$250, second offense \$500 and the third offense \$750. For a third violation at the same location within 24 months after the initial violation, the licensee's authority to sell tobacco at that location must be suspended for not less than seven days per Minn. Stat. § 461.12, subd. 2.

For alcohol compliance failures, past practice has been to follow State guidelines of imposing a penalty of \$500 for the first offense, \$1,000 for the second offense, \$2,000 if there is a third offense and then suspension or possible revocation of the license.

In January of 2005 the city council implemented an incentive program that includes a one-time 5% discount on the annual intoxicating liquor license fee after remaining violation free for five consecutive years. If after receiving a penalty and remaining violation free for five consecutive years the violation would be removed from their compliance failure record.

Attached is a statistical history of compliance failures for those establishments that have failed tobacco and alcohol compliance checks that have yet to come before council for an administrative penalty. Following past practice in imposing fines, I have listed what staff is proposing for fines for the current failures.

All establishments have been notified of the proposed civil penalty against them and were requested to attend the September 24, 2012 council meeting.

Consideration

Council consideration for the attached penalties is requested.

BUSINESS NAME - OWNER - ADDRESS - CHANGE OF MANAGER OR OWNER DATE

COMPLIANCE FAILURE	COMPLIANCE DATE	STATUS	COURT DATE	STAFF RECOMMENDATION	COUNCIL ACTION
<u>AMF MAPLEWOOD LANES - MAPLEWOOD BOWL - 1955 ENGLISH</u>					
ALCOHOL	05/23/2012	PENDING - COUNCIL ACTION	08/06/2012	PROPOSED \$1,000 FINE	
ALCOHOL	11/29/2008	COMPLETED	04/30/2009	PROPOSED \$500 FINE	04/26/2010 - APPROVED \$500 FINE
<u>CHAMPPS OF MAPLEWOOD - 1734 ADOLPHUS</u>					
ALCOHOL	05/23/2012	PENDING COUNCIL ACTION	07/09/2012	PROPOSED \$2,000 FINE	
ALCOHOL	05/27/2010	COMPLETED	07/19/2010	PROPOSED \$1,000 FINE	01/10/2011 - APPROVED \$1,000 FINE
ALCOHOL	11/29/2008	COMPLETED	02/23/2009	PROPOSED \$500 FINE	03/09/2009 - APPROVED \$400 FINE
TOBACCO	12/06/2007	COMPLETED	07/10/2008	PROPOSED \$500 FINE	10/27/2008 - APPROVED \$500 FINE
TOBACCO	08/02/2006	COMPLETED		PROPOSE \$250 FINE	8/28/2006 - APPROVED \$250 FINE
<u>CHILI'S BAR & GRILL - 1800 BEAM AVE</u>					
ALCOHOL	05/23/2012	PENDING COUNCIL ACTION	08/20/2012	PROPOSED \$1,000 FINE	
ALCOHOL	06/01/2010	COMPLETED	07/12/2010	PROPOSED \$500 FINE	01/10/2011 - APPROVED \$500 FINE
<u>CHIPOTLE - 2095 WHITE BEAR AVE</u>					
ALCOHOL	05/23/2012	PENDING COUNCIL ACTION	08/20/2012	PROPOSED \$500 FINE	
<u>MERWIN LIQUORS - 1700 RICE STREET</u>					
ALCOHOL	04/28/2012	PENDING COUNCIL ACTION	07/09/2012	PROPOSED \$1,000 FINE	
ALCOHOL	11/29/2008	COMPLETED	05/20/2009	PROPOSED \$500 FINE	04/12/2010 - APPROVED \$500 FINE
<u>RICHARD'S MARKET - 1344 FROST AVENUE</u>					
ALCOHOL	05/23/2012	PENDING - COUNCIL ACTION	08/06/2012	PROPOSED \$1,000 FINE	
ALCOHOL	11/13/2009	COMPLETED	01/25/2010	PROPOSED \$500 FINE	03/22/2010 - APPROVED \$500 FINE
TOBACCO	12/07/2007	COMPLETED	NOT IN SYSTEM	PROPOSED \$250 FINE	10/27/2008 - APPROVED \$250 FINE
<u>ROOKIES SPORTS BAR & GRILL - 1820 RICE STREET - CLOSED 06/30/12</u>					
ALCOHOL	06/02/2012	PENDING - COUNCIL ACTION	08/06/2012	PROPOSED \$500 FINE	
<u>SLUGGERS BAR & GRILL - 2220 WHITE BEAR AVE N</u>					
ALCOHOL	05/23/2012	PENDING - COUNCIL ACTION	08/06/2012	PROPOSED \$500 FINE	

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, City Engineer / Public Works Director
SUBJECT: **Approval of Resolution Approving Plans and Specifications and Advertising for Bids, TH 36 / English Street Interchange Improvements, City Project 09-08**
DATE: September 18, 2012

INTRODUCTION

Final plans and specifications for the above referenced project have been completed and are ready to be advertised for bids. The council will consider adopting the resolution.

Also, the bid opening for this project is proposed to be scheduled later this year on a date and time to be agreed upon by the City and MnDOT. The award of bid would be considered by the city council in late 2012 or early 2013 upon review of bids and coordination with MnDOT.

BACKGROUND

The public hearing for this project was held Monday, April 9, 2012. The feasibility study was accepted by the council on March 26, 2012.

On August 23, 2010 the council authorized staff to proceed with tasks generally described as preparation of a feasibility study, pursuing additional project funding, public involvement, design surveys, preliminary layouts and approvals, environmental assessment documentation, and other associated tasks to move this project forward in coordination with project stakeholders.

A Public Hearing for the environmental assessment portion of the project was held on February 27, 2012.

A right-of-way acquisition firm was selected and approved at the January 23, 2012 council meeting. The firm is currently working with parcel owners on both temporary and permanent acquisitions. A handful of parcel easements have been settled while negotiations continue on others.

DISCUSSION

The TH 36 / English Street Interchange Improvements project will remove the last at-grade intersection along TH 36 between the eastern Ramsey County line and I-35W in Roseville. The proposed interchange will be a full access diamond interchange generally constructed at the existing English Street location. Access ramps to and from English Street will be provided for both eastbound and westbound traffic along TH 36. English Street will be bridged over TH 36 and modifications will be made to TH 36 between TH 61 and Hazelwood Street to accommodate the proposed English Street bridge and interchange.

In addition to the construction of the interchange and improvements to TH 36, this project includes numerous other local roadway improvements as summarized below:

- The County Road B and TH 61 intersection will be reconstructed to provide greater separation from the existing frontage road/County Road B intersection.
- Viking Drive will be reconstructed between Gervais Avenue and English Street.
- English Street will be reconstructed from Gervais Avenue to Cope Avenue to accommodate the new interchange.
- Gervais Avenue will be reconstructed from Viking Drive to Hazelwood Street. This roadway reconstruction will provide a connection from Gervais Avenue to Barclay Street allowing residents in the Gervais/Viking neighborhood to access the new TH 36 and English Street interchange.

Other project improvements include:

- A new Bruce Vento Trail bridge over TH 36 will be constructed to accommodate the new interchange and the improvements to TH 36.
- A noise wall will be constructed along the south side of TH 36 between the Bruce Vento Trail and Hazelwood Street.
- An earthen berm with landscaping will be constructed on the north side of TH 36 between Barclay Street and Germain Street.
- Storm drainage improvements will include new storm sewer within the reconstructed roadways, four new storm sewer ponds, and Ramsey-Washington Metro Watershed District (RWMWD) water quality improvements within the TH 36 / TH 61 interchange.
- Approximately 8,000 feet of water main will be reconstructed with the project.
- Sanitary sewer improvements will be limited to repairs identified by city staff and the design team.

Construction is slated to start in 2013. A two month closure of TH 36 is likely during the months of July and August 2013. Construction should be substantially completed by the end of 2013. Additional open houses are planned as construction nears in order to continue to inform and update the public.

PUBLIC OUTREACH

The following have been the larger neighborhood and open-house meetings to date to help shape this project into the current proposal for improvements. It should be noted that staff has met on several occasions, individually, with residents and business owners throughout the corridor outside of these listed meetings.

General Open House Meetings:

- November 16, 2010
- May 18, 2011
- November 15, 2011
- March 20, 2012 (Meeting specific to Commercial property owners proposed for Assessments)
- April 3, 2012 (Final open house before public hearing from 5-7pm at the Community Center)
- August 23, 2012 (Discuss final plans and project staging and TH 36 closure)

Local Neighborhood Open House Meetings:

- Dec. 8, 2010 (Neighborhood Road Connection)
- July 27, 2011 (Meeting w/ concerned Viking Dr. residents in front yard at 1531 Viking Dr.)
- August 17, 2011 (Viking Drive and Sherren Avenue residents) Noise Wall Meeting
- October 19, 2011 (Neighborhood Road Connection)
- February 8, 2012 (Neighborhood Road Connection)

Citizen Design Committees:

- Local Road Connection (5 meetings)
- Landscaped Berm along Viking Dr. (2 meetings)

Also, the staff has met again recently with the residential homeowners just to the east of the gas station. A new frontage road is proposed to be realigned between these two properties and a number of mitigation items have been made. The latest which include: a privacy fence with overlapping boards (design selected by the homeowners), additional tree plantings for visual buffering, and arborvitae plantings identified by the homeowners.

The City has led a very open and collaborative process in which Maplewood's businesses and residents have influenced design changes to better suit local interests. It is important to remember that the City led this improvement that now provides an interchange that provides proper access both for safety purposes and for the area traffic needs.

BUDGET

The improvements are proposed to be financed through a combination of Federal STP grant funds, MnDOT funds, Ramsey County funds, RWMWD funds, SPRWS funds, City of Maplewood funds, and special assessments to benefiting properties. The council previously approved an overall budget of \$22.9 million of which a majority is from Federal and State sources. With a City share estimated at \$4.5 million.

The project is now fully funded and the project partners are finalizing cooperative funding agreements to be approved by the council at a future meeting. The City will have separate cooperative funding agreements with Ramsey County, Ramsey-Washington Metro Watershed District, and MnDOT.

RECOMMENDATION

It is recommended that the city council approve the attached resolution for the TH 36 / English Street Interchange Improvements, City Project 09-08: Resolution Approving Plans and Specifications and Authorizing Advertising for Bids.

Attachments:

1. Resolution
2. Location Map
3. Layout of Interchange Area

RESOLUTION
APPROVING PLANS AND SPECIFICATIONS
AUTHORIZING ADVERTISING FOR BIDS

WHEREAS, pursuant to resolution passed by the city council on April 9, 2012 plans and specifications for the TH 36 / English Street Interchange Improvements, City Project 09-08, have been prepared by (or under the direction of) the city engineer, who has presented such plans and specifications to the council for approval on September 24, 2012;

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

1. Such plans and specifications, a copy of which are attached hereto and made a part hereof, are hereby approved and ordered placed on file in the office of the city clerk.
2. The city clerk shall prepare and cause to be inserted in the official paper and in the Construction Bulletin an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published at least twice, and at least thirty-one days before the date set for bid opening, shall specify the work to be done, shall state that bids will be publicly opened and read aloud at city hall on the date and time agreed to by the City and MnDOT, and that no bids shall be considered unless sealed and filed with the clerk and accompanied by a certified check or bid bond, payable to the City of Maplewood, Minnesota for five percent of the amount of such bid.
3. The city clerk and city engineer are hereby authorized and instructed to receive, open, and read aloud bids received at the time and place agreed to by the City and MnDOT, and to tabulate the bids received. The council will consider the bids, and the award of a contract, at a regular city council meeting date to be determined by the City and MnDOT.

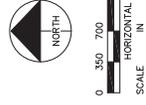
Approved this 24th day of September 2012.



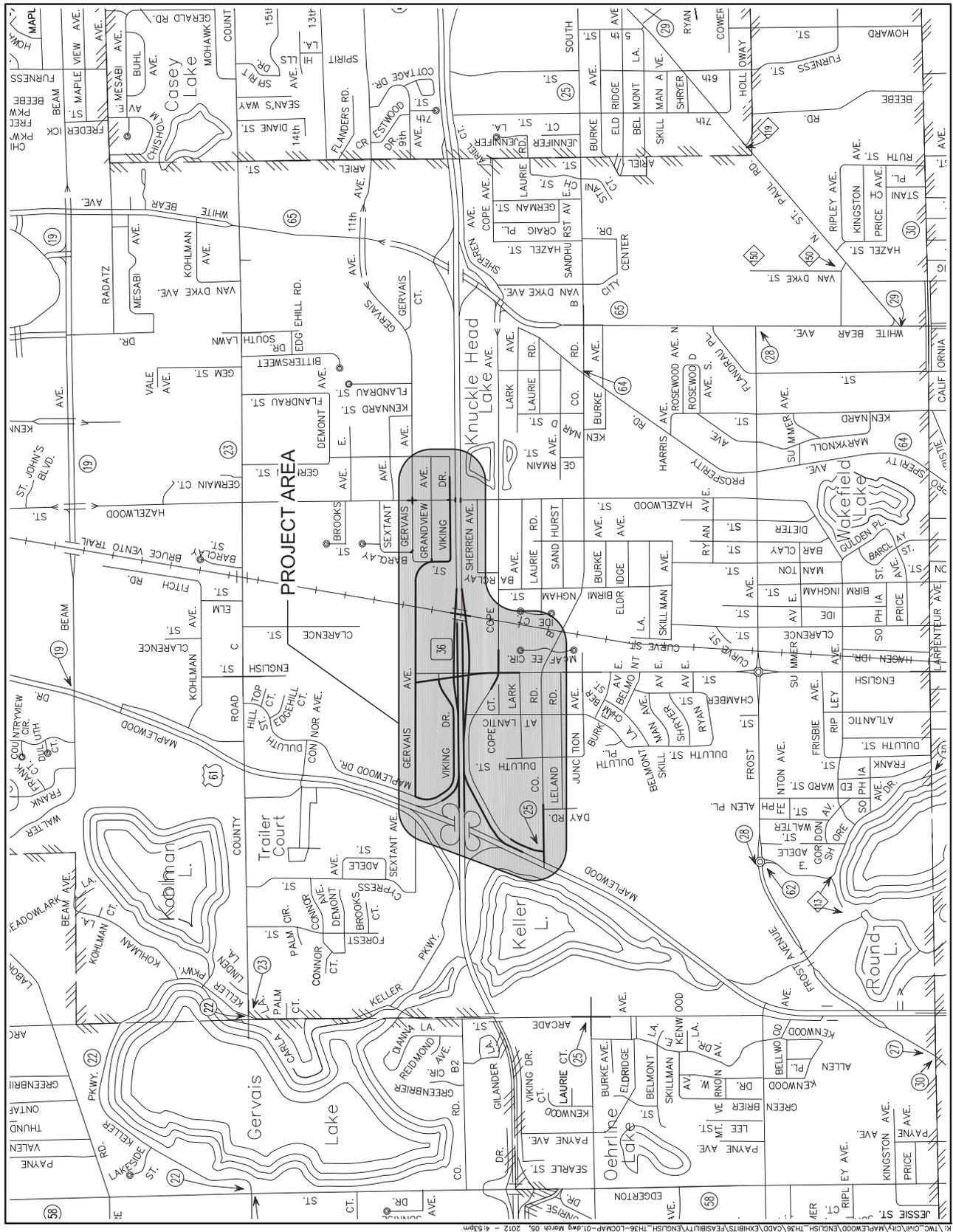
City of Maplewood, Minnesota
 Department of Public Works
 Engineering Division



2800 UNIVERSITY AVE. SUITE 200N
 ST. PAUL, MINNESOTA 55114
 TEL. NO. (651) 445-4100
 FAX. NO. (651) 445-5116



PROJECT LOCATION MAP
 HIGHWAY 36/ENGLISH STREET
 INTERCHANGE IMPROVEMENTS
 CITY PROJECT 09-08
 EXHIBIT 1
 Agenda Item J3
 Attachment 2



AGENDAREPORT

To: James W. Antonen, City Manager
 From: H. Alan Kantrud, City Attorney
 Gayle Bauman, Finance Director
 Subject: **Resolution Approving Extension of Electric Franchise Fee and Declaration of Intent to Raise Fees by Ordinance**
 Date: September 10, 2012

INTRODUCTION

The City has had a franchise agreement with Xcel Energy since at least 2004. An increase in the rates to cover capital costs is necessary to account for improvements already under contract. An ordinance revision is needed due to the agreement with Xcel Energy.

Proposed Fee Increase

As part of the City’s budgeting process for 2013 the staff requested an increase in the electric franchise fee.

Current and proposed monthly charges are as follows:

	<u>Current Rates</u>	<u>Proposed Rates</u>
Residential, Street Lighting & Muni Pumping	\$0.75	\$1.25
Small Commercial & Industrial - Non-Demand	\$1.50	\$2.50
Small Commercial & Industrial – Demand	\$9.00	\$15.00
Large Commercial & Industrial	\$67.50	\$112.50
Public Street Lighting	\$0.75	\$1.25
MuniPumping-N/D	\$0.75	\$1.25
MuniPumping-Demand	\$0.75	\$1.25

The rate increase will generate annual revenues of approximately \$475,000.00. This additional revenue is required as additional revenue for the Street Light Utility Fund and was called for in the City’s CIP on page 141. The City Council approved a bond sale in May 2012 for the burial of the overhead power lines adjacent to Frost Avenue as part of the Gladstone Area Improvement projects. These increased revenues will assist in paying the bond’s annual payments.

Upon Council approval of the rate increases, staff will notify Xcel Energy of the passage of the proposed increase. Incidentally, Excel has pre-approved the increases and shall begin its adjustment process once this Proposed Ordinance is passed. The Proposed Ordinance calls for the new rates to take effect on January 1, 2013 and is attached as Attachment 1.

Existing Franchise Fee Agreement

The City has an existing Ordinance for collection of the franchise fee. Ordinance 898 authorizes the imposition of the fee and collection of the same from Xcel. This

agreement will expire on February 28, 2015 unless extended through City Council resolution. A new Franchise Agreement is not required for this current extension and as you will note in the proposed Ordinance, there is no natural sun-setting of the new Ordinance; it will continue until either the City or Excel would like it reviewed. Our existing Ordinance (898) is attached for your review as Attachment 2.

RECOMMENDATION

Staff recommends the Council approve the 1st reading of the ordinance setting franchise fees.

Attachments:

- 1. Proposed Ordinance setting franchise fees*
- 2. Ordinance 898*

ORDINANCE NO. _____

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF MAPLEWOOD.

THE CITY COUNCIL OF THE CITY OF MAPLEWOOD DOES ORDAIN:

SECTION 1. The City of Maplewood Municipal Code is hereby amended to include reference to the following Special Ordinance.

Subdivision 1. Purpose. The Maplewood City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide electric services within the City of Maplewood.

- (a) Pursuant to City Ordinance a Franchise Agreement between the City of Maplewood and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

Subdivision 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, its successors and assigns, under its electric franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the Xcel Energy January, 2013 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Subdivision 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9.4 of the Franchise.

Subdivision 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission allows the utility company to add a surcharge to customer rates to reimburse such utility company for the cost of the fee and that Xcel Energy will surcharge its customers in the City the amount of the fee.

Subdivision 5. Record Support for Payment. Xcel Energy shall make each payment when due and, if required by the City, shall provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

Subdivision 6. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Subdivision 7. Effective Date of Franchise Fee. The effective date of this Ordinance shall be after its publication and sixty (60) days after the sending of written notice enclosing a copy of this adopted Ordinance to Xcel Energy by certified mail. Collection of the fee shall commence as provided above.

Subdivision 8. Repeal of Prior Franchise Ordinance. Upon the effective beginning of collection date of this Ordinance any existing, prior, Ordinance shall expire or be repealed so as not to have two such Ordinances co-existing. Passage of this Ordinance shall constitute the intent to have this one control.

Passed and approved: _____, 2012.

Mayor

Attest:

City Clerk

SEAL

SCHEDULE A

Franchise Fee Rates:

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

Rate Classification	Electric Franchise Fee Amount Per Premise
Residential	\$ 1.25
Small C&I Non-Demand	\$ 2.50
Small C&I Demand	\$ 15.00
Large C&I	\$ 112.50
Public Street Lighting	\$ 1.25
Municipal Pumping Non-Demand	\$ 1.25
Municipal Pumping Demand	\$ 1.25

Franchise fees are to be collected by the Utility at the rate listed below, and submitted to the City on a quarterly basis as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

ORDINANCE NO. 898

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF MAPLEWOOD.

THE CITY COUNCIL OF THE CITY OF MAPLEWOOD DOES ORDAIN:

SECTION 1. The City of Maplewood Municipal Code is hereby amended to include reference to the following Special Ordinance.

Subdivision 1. Purpose. The Maplewood City Council has determined that it is in the best interest of the City to continue to impose a franchise fee on those public utility companies that provide electric services within the City of Maplewood.

- (a) Pursuant to City Ordinance 852, memorializing a Franchise Agreement between the City of Maplewood and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise Agreement and in the fee schedule attached hereto as Schedule A.

Subdivision 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, its successors and assigns, under its electric franchise in accordance with the schedule attached hereto and made a part of this Ordinance, commencing with the Xcel Energy March, 2010 billing month. Sixty days written notice to Xcel Energy of the increase and resolution of intent to modify rates having been accomplished in December, 2009.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Subdivision 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9.4 of the Franchise.

Subdivision 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission allows the utility company to add a surcharge to customer rates to reimburse such utility company for the cost of the fee and that Xcel Energy will surcharge its customers in the City the amount of the fee.

Subdivision 5. Record Support for Payment. Xcel Energy shall make each payment when due and, if required by the City, shall provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

Subdivision 6. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Subdivision 7. Effective Date of Franchise Fee. The effective date of this Ordinance shall be after its publication. A resolution, passed and certified, of intent to modify rates and proposed Ordinance was sent sixty (60) days prior to the proposed date of rate modification. Collection of the fee shall commence as provided in Subdivision 2.

Subdivision 8. Sunset Clause. This ordinance shall automatically sunset on February 28, 2015, unless the City Council acts to renew or extend the fee at least six (6) months prior to the sunset date. The City Council may unilaterally renew or extend the fee on the same terms and conditions. Without waiver of any rights under Minnesota law, the City Council shall seek agreement from Company if the City intends to change the fee rate or fee design.

Subdivision 9. Repeal of prior Implementing Ordinance. By adoption of this Ordinance, the previous implementation Ordinance, numbered 854, passed September 27, 2004, is hereby repealed.

Passed and approved: February 8, 2010.

SCHEDULE A

Franchise Fee Rates:

Electric Utility

The franchise fee, for the purposes of recovering the cost of street lighting, undergrounding, capital investment and promotion of energy-efficiency programs, shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to customers within the City:

<u>Customer Class</u>	<u>Fee Per Premise Per Month</u>
Residential	\$0.75
Small C & I – Non-Demand	\$1.50
Small C & I – Demand	\$9.00
Large C & I	\$67.50
Public Street Lighting	\$0.75
Muni Pumping –N/D	\$0.75
MuniPumping – Demand	\$0.75

Franchise fees are to be collected by the Utility at the rate listed below, and submitted to the City on a quarterly basis as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

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AGENDA REPORT

TO: James Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
SUBJECT: **Notice of Cancel Council Workshop on Monday, October 1st, 2012**
DATE: September 18, 2012

SUMMARY

Currently, staff does not have any time sensitive matters that would call for the need of a Council Manager Workshop. Because of this, staff recommends canceling the October 1st, 2012 Council Manager Workshop. The next workshop and regular meeting is scheduled for Monday, October 8, 2012.

RECOMMENDATION

Staff recommends the cancellation of the Council Manager Workshop on Monday, October 1st, 2012.