

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, June 24, 2013
City Hall, Council Chambers
Meeting No. 11-13

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

1. *Acknowledgement of Maplewood Residents Serving the Country.*

C. ROLL CALL

Mayor's Address on Protocol:

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

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of June 10, 2013 City Council Workshop Minutes
2. Approval of June 10, 2013 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

- 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 Resolution Accepting a Donation to the Fire Department from Alerus Mortgage
 3. Approval of Resolution Endorsing a Bonding Request for the East Metro Public Safety Training Facility
 4. Conditional Use Permit Review – East Metro Public Safety Training Center, Located at Century Avenue South of Holloway Avenue
 5. Approval of Joint Powers Agreement – Ramsey County Violent Crime Enforcement Team
 6. Approval of Vehicle Storage and Auction Agreement with MidAmerica Auctions, Inc
 7. Resolution Approving Final Payment and Acceptance of Project, Western Hills Area Street Improvements, City Project 10-14
 8. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 2, TH 36/English Street Interchange Improvements, City Project 09-08
 9. Approval of Resolution Adopting Support for Municipal Agreement Funding Application, County Road D Court Improvements, City Project 10-20
 10. Gladstone Area Phase I Bid Package I Improvements, City Project 04-21
 - a. Resolution Directing Modification of Existing Construction Contract, Change Order No. 4
 - b. Resolution Approving Final Payment and Acceptance of Project
 11. Resolution Approving Endorsing a Bonding Request for the Acquisition of Fish Creek

H. PUBLIC HEARINGS

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Resolution Approving Endorsing a Line of Duty Death for Former Fire Marshall Robert Klaenhammer on December 24, 1967
2. Approval of a Resolution Identifying the Need for LCDA Funding and Authorizing an Application for Grant Funds – Maplewood Bowl Redevelopment Project

K. AWARD OF BIDS

1. Gladstone Area Phase I Improvements, City Project 04-21, Approval of Purchase for Savanna Restoration Work

L. VISITOR PRESENTATIONS

None

M. ADMINISTRATIVE PRESENTATIONS

1. Cancellation of the July 1, 2013 Council Manager Workshop

N. COUNCIL PRESENTATIONS

None

O. ADJOURNMENT

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

RULES OF CIVILITY FOR OUR COMMUNITY

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

**MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP**

5:00 P.M. Monday, June 10, 2013
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 5:02 p.m. by Mayor Rossbach.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

Mayor Rossbach moved to approve the agenda as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

1. Commission Candidate Interviews
a. Heritage Preservation Commission

The candidate was not available to attend the meeting at the scheduled time; therefore this item was moved to the end of the regular meeting agenda.

E. NEW BUSINESS

1. Review of Proposed Maplewood Bowl Redevelopment and Gladstone Master Plan

Planner Martin gave the staff report and answered questions of the council. Andrew Hughes, Project Manager from Sherman Associates addressed the council to give additional information and answer questions of the council.

Beth Ulrich, Chairperson for the Housing and Economic Development Commission was present and addressed the council to give additional input from the commission and answered questions of the council. Assistant City Manager Ahl answered additional questions of the council.

2. Review of Draft 2014-2018 Capital Improvement Plan and Debt Analysis

Finance Director Bauman gave the staff report and answered questions of the council. Assistant City Manager Ahl answered additional questions of the council.

F. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 6:21 p.m.

DRAFT

MINUTES
MAPLEWOOD CITY COUNCIL
7:00 p.m., Monday, June 10, 2013
Council Chambers, City Hall
Meeting No. 10-13

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Will Rossbach, Mayor	Present
Robert Cardinal, Councilmember	Present
Rebecca Cave, Councilmember	Present – arrived at 7:20 p.m.
Kathleen Juenemann, Councilmember	Present
Marvin Koppen, Councilmember	Present

D. APPROVAL OF AGENDA

- N1. Living Streets Program
- N2. Park System Task Force Meetings
- N2. Business Breakfast
- N3. Free Stuff at the Curb

Councilmember Koppen moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of May 13, 2013 City Council Workshop Minutes.

Councilmember Juenemann moved to approve the May 13, 2013 City Council Workshop Minutes as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of May 13, 2013 City Council Meeting Minutes

Councilmember Juenemann noted one change to the minutes; item J4, change contact to contract in the third motion.

Councilmember Juenemann moved to approve the May 13, 2013 City Council Meeting Minutes as amended.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Resolution in Remembrance of Gary Pearson

Mayor Rossbach read the Resolution in Remembrance for Gary Pearson.

Councilmember Juenemann moved to approve the Resolution in Remembrance of Gary Pearson.

RESOLUTION 13-6-915
IN REMEMBRANCE OF COLLEAGUE AND FRIEND
GARY PEARSON

Gary Pearson served the City of Maplewood as a member of the Maplewood Housing and Redevelopment Authority since November 13, 1989, and the Maplewood Planning Commission since December 10, 1990. In his 23 years of service, Gary regularly gave of his time, expertise and good judgment as a planning commissioner and HRA member to improve the quality of our community, the City of Maplewood.

Gary will always have our complete appreciation for the many years he contributed to the improvement of the city.

Gary will be missed by us all.

This Is In Remembrance of
Gary Pearson by the Maplewood
City Council on June 10, 2013

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. Resolution of Appreciation for Stephen Wensman – Planning Commission

Mayor Rossbach read the Resolution of Appreciation for Stephen Wensman, Planning Commissioner.

Councilmember Cardinal moved to approve the Resolution of Appreciation for Stephen Wensman, Planning Commissioner.

RESOLUTION 13-6-916
JOINT RESOLUTION OF APPRECIATION

WHEREAS, Stephen Wensman has been a member of the Maplewood Planning Commission since October 24, 2012 and has served faithfully in that capacity; and

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

WHEREAS, the membership of the planning commission has appreciated the experience, insights and good judgment Stephen has provided; and

WHEREAS, Stephen has shown sincere dedication to his duties and has consistently contributed his leadership, time and effort for the benefit of the City.

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

Passed by the Maplewood
City Council on June 10, 2013

Seconded by Councilmember Koppen Ayes – All

The motion passed.

3. **Resolution Approving Commission Appointments**
 - a. **Heritage Preservation Commission**
 - b. **Human Rights Commission**

Assistant City Manager Ahl gave the staff report.

Councilmember Cardinal moved to approve the Resolution to Appoint Sarah Deeny to the Human Rights Commission.

RESOLUTION 13-6-917

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

Hereby appoints the following individuals, who have interviewed with the Maplewood City Council, to serve on the following commissions:

Human Rights Commission

- Sarah Deeny, term expires May 1, 2014

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Mayor Rossbach moved to table reappointment of Richard Currie to the Heritage Preservation Commission until such time that he can be interviewed.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Councilmember Cave arrived at 7:20 p.m.

G. CONSENT AGENDA

Councilmember Juenemann requested agenda items G9-G10 be highlighted.

Councilmember Juenemann moved to approve agenda items G1-G13.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

\$ 1,454,508.88	Checks # 89880 thru # 89932 dated 05/07/13 thru 05/14/13
\$ 261,510.44	Disbursements via debits to checking account dated 05/06/13 thru 05/10/13
\$ 316,150.55	Checks # 89933 thru # 89974 dated 05/21/13
\$ 412,342.86	Disbursements via debits to checking account dated 05/13/31 thru 05/17/13
\$ 327,004.85	Checks # 89975 thru # 90018 dated 05/17/13 thru 05/28/13
\$ 254,735.97	Disbursements via debits to checking account dated 05/20/13 thru 05/24/13
\$ 172,388.46	Checks # 90022 thru # 90053 dated 06/04/13
\$ 362,969.00	Disbursements via debits to checking account dated 05/28/13 thru 05/31/13
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\$ 3,561,611.01	Total Accounts Payable

PAYROLL

\$ 548,036.30	Payroll Checks and Direct Deposits dated 05/10/13
\$ 868.78	Payroll Deduction check # 9989330 thru # 9989332 dates 05/10/13
\$ 505,697.53	Payroll Checks and Direct Deposits dated 05/24/13
\$ 1,092.09	Payroll Deduction check # 9989350 thru # 9989352 dated 05/24/13
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\$ 1,055,694.70	Total Payroll

\$ 4,617,305.71 GRAND TOTAL

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval to Maintain Statutory Tort Liability Limits

Councilmember Juenemann moved to keep the election in place not to waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

3. Approval of Resolution Authorizing Purchase of Insurance Agent Services

Councilmember Juenemann moved to approve the Resolution to retain Arthur J. Gallagher and Company as insurance agent for the City of Maplewood at a cost of \$12,000.

RESOLUTION 13-6-918

BE IT RESOLVED THAT Arthur J. Gallagher and Company be re-appointed as the broker of record and insurance agent at a cost of \$12,000 for the insurance year starting July 1, 2013 and continuing through June 30, 2014.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

4. Approval of Resolution for a Temporary Gambling Permit for the White Bear Avenue Business Association

Councilmember Juenemann moved to approve the Resolution for a temporary gambling permit for White Bear Avenue Business Association for the Ramsey County Fair, 2020 White Bear Avenue.

RESOLUTION 13-6-919

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the temporary gambling permit is approved for White Bear Avenue Business Association to be used at the Ramsey County Fair, 2020 White Bear Avenue, Maplewood, MN from July 10 through July 14, 2013.

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

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

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

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

5. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 3, Bartelmy-Meyer Area Street Improvements, City Project 11-14

Councilmember Juenemann moved to approve the Resolution Directing Modification of Existing Construction Contract, Change Order No. 3 for the Bartelmy-Meyer Area Street Improvements, City Project 11-14.

RESOLUTION 13-6-920
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 11-14, CHANGE ORDER NO. 3

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

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 11-14, Change Order No. 3.

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

1. The mayor and city clerk are hereby authorized and directed to modify the existing contract by executing said Change Order No. 3 which is an increase of \$18,000.00.

The revised contract amount is \$3,048,723.35.

Adopted by the Maplewood City Council on this 10th day of June 2013.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

6. Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 2, Gladstone Area Phase I Bid Package 2 Improvements, City Project 04-21

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

RESOLUTION 13-6-921
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 04-21, CHANGE ORDER NO. 2

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

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

10. Approval of Resolution Accepting Donation for a Park Bench for Hillside Park

Parks and Recreation Director Konewko gave the staff report.

Councilmember Juenemann moved to approve the Resolution accepting the donation from the family of Anna Hurd in the amount of \$1,200 for a park bench at Hillside Park.

RESOLUTION 13-6-923

WHEREAS the City of Maplewood and the Parks and Recreation Department has received a donation of \$1200.00 for a park bench at Hillside Park;

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council authorizes the City of Maplewood, Parks and Recreation Department to accept this donation.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

11. Authorize Waiver to Maplewood Purchasing Procedures to Allow for Contract Negotiation for Geranium Park Improvements

Councilmember Juenemann moved to approve a one-time waiver to the City of Maplewood Purchasing Procedure to allow the City to follow Minnesota Statutes for contracts exceeding \$25,000 but not \$100,000 for the Geranium Park improvements. City staff will then negotiate final park improvements pricing and contract specifics and present that information to the City Council for final approval.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

12. Approval of a Lawful Gambling Premise License for Oakdale Athletic Association at Gulden's Restaurant

Councilmember Juenemann moved to approve the Resolution for a Lawful Gambling Premise License for Oakdale Athletic Association to operate at Gulden's Restaurant, 2999 Highway 61 N.

RESOLUTION 13-6-924

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premise license for lawful gambling is approved for Oakdale Athletic Association to operate at Gulden's Restaurant, located at 2999 Highway 61 N, Maplewood, MN.

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

RESOLUTION 13-6-926
RESOLUTION AUTHORIZING TERMINATION OF THE JOINT POWERS AGREEMENT (JPA)
WITH THE CITY OF NORTH ST. PAUL FOR RECREATION SERVICES

WHEREAS, on November 16, 2010 the City Council approved a Joint Powers Agreement with the City of North St. Paul for recreational services that went into effect on December 13, 2010; and

WHEREAS, this agreement covered recreation programs and services in City Parks, the North St. Paul Community Center and also included representation at Park and Recreation Commission meetings, warming house attendants and beach staff; and

WHEREAS, effective April 1, 2013 the City of North St. Paul entered into a lease with the School District for the Community Center. Consequently, the Community Center was no longer available to the City of Maplewood to program; and

WHEREAS, subsequent discussion between the cities led to a decision to terminate the JPA; and

NOW, THEREFORE, BE IT RESOLVED by the City Council, it hereby supports terminating the joint powers agreement between the North St. Paul and Maplewood for recreation programming effective upon North St. Paul Council taking similar action.

ADOPTED this 10th day of June, 2013.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Approval of Joint Powers Agreement Between the City of Maplewood and the City of North St. Paul for the Operation of Silver Lake Beach

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

Councilmember Juenemann moved to approve the Joint Powers Agreement between the City of Maplewood and the City of North St. Paul for the Operation of Silver Lake Beach for a three year period beginning June 2013 and expiring August 2015.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

3. Resolution Accepting Legislation Authorizing Tax Increment Financing District Provision on 3M Campus

Assistant City Manager Ahl introduced Tom Denaway, Financial Analyst from Springsted and Mary Ippel, Bond Counsel from Briggs and Morgan. Mary Ippel addressed the council and gave the report and answered questions of the council.

Councilmember Juenemann moved to approve the Resolution accepting the legislation, Minnesota Laws, 2013, Chapter 143, Article 9, Section 21, which authorizes a Tax Increment Financing District and Provision for a Research and Development Facility on the 3M Campus.

1. Public Hearing. This Council shall meet on Monday, July 22, 2013, at approximately 7:00 p.m., to hold a public hearing on the following matters: (a) the proposed adoption of a Modification to the Development Program for Development District No. 1, (b) the proposed establishment of Tax Increment Financing District No. 1-12 therein, and (c) the proposed adoption of a Tax Increment Financing Plan therefor, all pursuant to and in accordance with Minnesota Laws, 2013, Chapter 143, Article 9, Section 21, and Minnesota Statutes, Sections 469.124 through 469.134, both inclusive, as amended and Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive, as amended (collectively, the "Act").

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

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

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

5. Approve Resolution Awarding Bond Sale – General Obligation Bonds 2013A

Finance Director Bauman gave the staff report. Terrie Heaton, Vice President from Springsted addressed the council to give additional information and answered questions of the council.

Councilmember Cave moved to approve the Resolution Accepting Proposal on the Competitive Negotiated Sale of \$6,180,000 General Obligation Bonds, Series 2013A, Pledging for the Security thereof Special Assessments and Levying a Tax for the Payment thereof and Providing for their issuance.

RESOLUTION 13-6-929

RESOLUTION ACCEPTING PROPOSAL ON THE COMPETITIVE NEGOTIATED SALE OF \$6,180,000 GENERAL OBLIGATION BONDS, SERIES 2013A, PLEDGING FOR THE SECURITY THEREOF SPECIAL ASSESSMENTS AND LEVYING A TAX FOR THE PAYMENT THEREOF AND PROVIDING FOR THEIR ISSUANCE

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City") has heretofore determined and declared that it is necessary and expedient to issue \$6,180,000 General Obligation Bonds, Series 2013A (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475 to (i) provide funds sufficient for a crossover refunding of the City's \$700,000 original principal amount of General Obligation Capital Improvement Plan Bonds, Series 2004D, dated August 1, 2004 (the "Prior Bonds"), which mature on and after August 1, 2016, and (ii) pursuant to Minnesota Statutes, Chapter 429 to finance the construction of various improvement projects within the City (the "Improvements"), and (iii) pursuant to Minnesota Statutes, Chapter 472.521 to finance improvements outlined in the City's Capital Improvement Plan (the "CIP Improvements"); and

B. WHEREAS, \$385,000 aggregate principal amount of the Prior Bonds which mature or is subject to mandatory redemption on and after August 1, 2016, is callable on August 1, 2015 (the "Refunded Bonds"), at a price of par plus accrued interest, as provided in the resolution adopted on August 5, 2004, authorizing the issuance of the Prior Bonds (the "Prior Resolution"); and the crossover refunding of the Refunded Bonds on August 1, 2015 (the "Crossover Date") is consistent with covenants made with the holders thereof, and is necessary and desirable for the reduction of debt service cost to the City; and

C. WHEREAS, the Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all their components by general nature, estimated cost, and area to be assessed; and

D. WHEREAS, on November 26, 2012, the City held a public hearing on the proposed issuance of general obligation capital improvement plan bonds and, pursuant to resolution approved and adopted the 2013 through 2017 Five-Year Capital Improvement Plan (the "Plan"), and approved the issuance of general obligation capital improvement plan bonds to finance capital improvements described in the Plan (the "CIP Project"); and

E. WHEREAS, no petition signed by voters equal to five percent of the votes cast in the City in the last general election requesting a vote on the issuance of the general obligation capital improvement plan bonds has been filed with the Clerk within thirty days after the public hearing on the Plan and on the issuance of the general obligation capital improvement plan bonds; and the City has heretofore determined, in accordance with Minnesota Statutes, Section 475.521, Subd. 4, that the principal and interest to become due in any year on the Bonds, will be less than 0.16 percent of the taxable market value of property in the City; and other than the Bonds and the Prior Bonds, there are no other bonds issued by the City under Minnesota Statutes, Section 475.521; and

F. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

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

1. Acceptance of Proposal. The proposal of Piper Jaffray & Co. in Minneapolis, Minnesota (the "Purchaser"), to purchase the Bonds, in accordance with the Terms of Proposal established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$6,327,431.10, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The City Clerk is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders any good faith checks or drafts.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated as of the date of delivery, as the date of original issue and shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
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2015	\$355,000	2023	\$340,000
2016	410,000	2024	345,000
2017	415,000	2025	310,000
2018	425,000	2026	315,000
2019	430,000	2027	325,000
2020	440,000	2029	690,000
2021	445,000	2031	485,000
2022	450,000		

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Allocation. The Improvement Portion of the Bonds, being the aggregate principal amount of \$2,390,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the Improvements. The Refunding Portion of the Bonds, being the aggregate principal amount of \$405,000, maturing in each of the years and amounts hereinafter set forth, is issued to finance the refunding of the Refunded Bonds. The CIP Portion of the Bonds, being the aggregate principal amount of \$3,385,000, maturing in each of the years and amounts herein set forth, is issued to finance the CIP Project.

<u>Year</u>	<u>Improvement Portion (Amount)</u>	<u>Refunding Portion (Amount)</u>	<u>CIP Portion (Amount)</u>	<u>Total Amount</u>
2015	\$190,000		\$165,000	\$355,000
2016	195,000	\$45,000	170,000	410,000
2017	200,000	45,000	170,000	415,000
2018	205,000	45,000	175,000	425,000
2019	205,000	45,000	180,000	430,000
2020	210,000	45,000	185,000	440,000
2021	215,000	45,000	185,000	445,000
2022	215,000	45,000	190,000	450,000
2023	100,000	45,000	195,000	340,000
2024	100,000	45,000	200,000	345,000
2025	105,000		205,000	310,000
2026	105,000		210,000	315,000
2027	110,000		215,000	325,000
2028	115,000		225,000	340,000
2029	120,000		230,000	350,000
2030			240,000	240,000
2031			245,000	245,000

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment moneys is the general fund of the City, or other generally available source, the prepayment may be allocated to any of the portions of debt service in such amounts as the City shall determine. If the source of a prepayment is special assessments pledged to the Improvements, the prepayment shall be allocated to the Improvement Portion of debt service. If the source of prepayments is taxes pledged to the CIP Project, the prepayment shall be allocated to the CIP Portion.

(c) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

- (i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.
- (ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").
- (iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.
- (iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.
- (v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place

of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

- (vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").
- (vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.
- (viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.
- (ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.
- (x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 5, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.
- (d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:
 - (i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.
 - (ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary

terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

(e) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Improvement Portion of the Bonds shall provide funds to finance the Improvements. The Refunding Portion of the Bonds shall provide funds to finance the crossover refunding of the Refunded Bonds (the "Refunding"). The CIP Portion of the Bonds shall provide funds to finance the CIP Project. The Improvements and the CIP Project are herein referred to together as the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained. It is hereby found, determined and declared that the Refunding is pursuant to Minnesota Statutes, Section 475.67, Subdivision 13, and as of the crossover date of the Bonds, shall result in a reduction of the present value of the dollar amount of the debt service to the City from a total dollar amount of \$628,443.76 for the Prior Bonds to a total dollar amount of \$596,625.00 for the Refunding Portion of the Bonds, computed in accordance with the provisions of Minnesota Statutes, Section 475.67, Subdivision 12, and accordingly the dollar amount of such present value of the debt service for the Refunding Portion of the Bonds is lower by at least three percent than the dollar amount of such present value of the debt service for the Prior Bonds as required in Minnesota Statutes, Section 475.67, Subdivision 12.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2014, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2015	2.00%	2023	2.50%
2016	2.00	2024	2.75
2017	2.00	2025	2.75
2018	2.00	2026	3.0
2019	2.00	2027	3.0
2020	2.00	2029	3.25
2021	2.00	2031	3.50
2022	2.25		

5. Redemption. All Bonds maturing on February 1, 2023 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2022, and on any

date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

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

R-_____ \$_____

GENERAL OBLIGATION BOND, SERIES 2013A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
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February 1,	_____ 1, 2013	
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Maplewood, Ramsey County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2014, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer, acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2023, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2022, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty days prior to the date fixed for redemption.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected;

provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$6,180,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on June 10, 2013 (the "Resolution"), for the purpose of providing money to finance various projects within the jurisdiction of the Issuer and to finance a crossover refunding on February 1, 2015, of the Issuer's General Obligation Capital Improvement Plan Bonds, Series 2004D, dated August 1, 2004, which mature on and after February 1, 2016. This Bond is payable out of the Escrow Account and the Debt Service Account established by the Issuer pursuant to the Resolution. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Maplewood, Ramsey County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Clerk, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: U.S. BANK NATIONAL ASSOCIATION

Payable at: U.S. BANK NATIONAL ASSOCIATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

CITY OF MAPLEWOOD,
RAMSEY COUNTY, MINNESOTA

/s/ Facsimile

This Bond is one of the Bonds described in the Resolution mentioned within.

Mayor

/s/ Facsimile

City Clerk

U.S. Bank National Association
St. Paul, Minnesota,
Bond Registrar

By: _____
Authorized Signature

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA - _____ as custodian for _____
(Cust) (Minor)

under the _____ Uniform
(State)

Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice:

The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

PREPAYMENT SCHEDULE

This Bond has been prepaid in part on the date(s) and in the amount(s) as follows:

<u>Date</u>	<u>Amount</u>	<u>Authorized signature of Holder</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The City Clerk is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of

the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Manager to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Bonds, Series 2013A Fund" (the "Fund") to be administered and maintained by the Finance Manager as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. In such records there shall be established accounts or accounts shall continue to be maintained as the case may be, of the Fund for the purposes and in the amounts as follows:

(a) Escrow Account. The Escrow Account shall be maintained as an escrow account with U.S. Bank National Association (the "Escrow Agent"), in Minneapolis, Minnesota, which is a suitable financial institution within or without the State. \$401,092.39 in proceeds of the Refunding Portion of the Bonds shall be received by the Escrow Agent and applied to fund the Escrow Account. Proceeds of the Bonds and any proceeds returned to the City are hereby irrevocably pledged and appropriated to the Escrow Account, together with all investment earnings thereon. The Escrow Account shall be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as shall be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Account, (i) to pay when due the interest to accrue on the Refunding Portion of the Bonds to and including the Crossover Date; and (ii) to pay when called for redemption on the Crossover Date, the principal amount of the Refunded Bonds. The Escrow Account shall be irrevocably appropriated to the payment of (i) all interest on the Refunding Portion of the Bonds to and including the Crossover Date, and (ii) the principal of the Refunded Bonds due by reason of their call for redemption on the Crossover Date. The moneys in the Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the City, all in accordance with an agreement (the "Escrow Agreement") by and between the City and Escrow Agent, a form of which agreement is on file in the office of the Finance Manager. Any moneys remitted to the City pursuant to the Escrow Agreement shall be deposited in the Debt Service Account.

(b) Construction Account. To the Construction Account there shall be credited \$5,923,264.29 of the Refunding Portion of the Bonds and the proceeds of the sale of the Improvement Portion and CIP Portion of the Bonds, less any accrued interest and less capitalized interest. From the Construction Account there shall be paid all costs and expenses of the issuance of the Bonds and the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Improvement Portion and CIP Portion of the Bonds may also be used to the extent necessary to pay interest on the Improvement Portion and CIP Portion of the Bonds due prior to the anticipated date of commencement of the collection of taxes or special assessments herein levied or covenanted to

be levied; and provided further that if upon completion of the Improvement Project there shall remain any unexpended balance (other than any special assessments) in the Construction Account, the balance shall be transferred to the Debt Service Account or the fund of any other improvement instituted pursuant to Minnesota Statutes Chapter 429, and provided further that any special assessments credited to the Construction Account shall only be applied toward payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.1, Subdivision 1.

(c) Debt Service Account. There shall be maintained two separate subaccounts in the Debt Service Account to be designated the "Improvements Debt Service Subaccount", and the "CIP Debt Service Subaccount". There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) Improvements Debt Service Subaccount. To the Improvements Debt Service Subaccount there shall be credited: (A) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Construction Account and not already spent as permitted above and required to pay any principal and interest due on the Improvement Portion of the Bonds or collected subsequent to the completion of the Improvements and payment of the costs thereof; (B) a pro rata share of all accrued interest received upon delivery of the Bonds; (C) capitalized interest in the amount of \$-0-; (D) any collections of all taxes herein or hereafter be levied for the payment of the Improvement Portion of the Bonds and interest thereon; (E) a pro rata share of all funds remaining in the Construction Account after completion of the Improvement Project and payment of the costs thereof; (F) all investment earnings on funds held in the Improvements Debt Service Subaccount; and (G) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvements Debt Service Subaccount. The Improvements Debt Service Subaccount shall be used solely to pay the principal and interest and any premium for redemption of the Improvement Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law

(ii) CIP Debt Service Subaccount. To the CIP Debt Service Subaccount there shall be credited: (A) all taxes herein and hereafter levied for the payment of the CIP Portion of the Bonds; (B) any collections of all taxes heretofore levied for the payment of the Prior Bonds and interest therein which are not used to pay the Prior Bonds as a result of the Refunding; (C) a pro rata share of all accrued interest received upon delivery of the Bonds; (D) a pro rata share of all funds remaining in the Construction Account after completion of the CIP Project and payment of the costs thereof; (E) any sums remitted to the City upon the termination of the Escrow Agreement; (F) all investment earnings on funds held in the CIP Debt Service Subaccount; and (G) any and all other moneys which are properly available and are appropriated by the governing body of the City to the CIP Debt Service Subaccount. The CIP Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the CIP Portion and the Refunding Portion of the Bonds.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to

yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Covenants Relating to the Improvement Portion of the Bonds.

(a) Special Assessments. It is hereby determined that no less than twenty percent of the cost to the City of each Improvement financed by the Improvement Portion of the Bonds within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefited by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement by the Improvement Portion of the Bonds unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of the special assessments, and in the event that any special assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City, either in the making of the special assessments or in the performance of any condition precedent thereto, the City will forthwith do all further acts and take all further proceedings as may be required by law to make the special assessments valid and binding liens upon the properties. The special assessments have heretofore been authorized. Subject to such adjustments as are required by the conditions in existence at the time the special assessments are levied, it is hereby determined that the special assessments shall be payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all special assessments at a rate of 3.569% per annum, as set forth opposite the years specified below:

<u>Improvement Designation</u>	<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
TH 36 / English Street Interchange Improvements	2013-2020	2014-2021	\$919,990

At the time the special assessments are in fact levied the City Council shall, based on the then current estimated collections of the special assessments, make any adjustments in any ad valorem taxes required to be levied in order to assure that the City continues to be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Improvement Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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See attached schedule

The tax levies are such that if collected in full they, together with estimated collections of special assessments and other revenues herein pledged for the payment of the Improvement

Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrepealable so long as any of the Improvement Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the tax levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

(c) Covenants Relating to the CIP Portion of the Bonds. To provide moneys for payment of the principal and interest on the CIP Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amount</u>
		See attached levy schedule (CIP Portion)

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the CIP Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the CIP Portion of the Bonds. The tax levies shall be irrepealable so long as any of the CIP Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. Covenants Relating to the Refunding Portion of the Bonds.

(a) Tax Levy; Coverage Test; Cancellation of Certain Tax Levies. To provide moneys for payment of the principal and interest on the Refunding Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
		See attached schedule

The tax levies are such that if collected in full they, together with estimated collections of any other revenues herein pledged for the payment of the Refunding Portion of the Bonds and sums held in the Escrow Account, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Refunding Portion of the Bonds. The tax levies shall be irrepealable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

Upon payment of the Prior Bonds, the uncollected taxes levied in the Prior Resolution authorizing the issuance of the Prior Bonds which are not needed to pay the Prior Bonds as a result of the Refunding shall be canceled.

18. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds

of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

19. Securities; Escrow Agent. Securities purchased from moneys in the Escrow Account shall be limited to securities set forth in Minnesota Statutes, Section 475.67, Subdivision 8, and any amendments or supplements thereto. Securities purchased from the Escrow Account shall be purchased simultaneously with the delivery of the Refunding Portion of the Bonds. The City Council has investigated the facts and hereby finds and determines that the Escrow Agent is a suitable financial institution to act as escrow agent.

20. Escrow Agreement. On or prior to the delivery of the Bonds the Mayor and Finance Manager shall, and are hereby authorized and directed to, execute on behalf of the City an Escrow Agreement. The Escrow Agreement is hereby approved and adopted and made a part of this resolution, and the City covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

21. Purchase of SLGS or Open Market Securities. The Purchaser, as agent for the City, is hereby authorized and directed to purchase on behalf of the Council and in its name the appropriate United States Treasury Securities, State and Local Government Series and/or open market securities as provided in paragraph 19, from the proceeds of the Bonds and, to the extent necessary, other available funds, all in accordance with the provisions of this resolution and the Escrow Agreement and to execute all such documents (including the appropriate subscription form) required to effect such purchase in accordance with the applicable U.S. Treasury Regulations.

22. Redemption of Prior Bonds. The Prior Bonds shall be redeemed and prepaid in accordance with the terms and conditions set forth in the Notice of Call for Redemption, in the form attached to the Escrow Agreement, which terms and conditions are hereby approved and incorporated herein by reference. The Notice of Call for Redemption shall be given pursuant to the Escrow Agreement.

23. Prior Bonds; Security. Until retirement of the Prior Bonds, all provisions theretofore made for the security thereof shall be observed by the City and all of its officers and agents.

24. Supplemental Resolution. The Prior Resolution is hereby supplemented to the extent necessary to give effect to the provisions of this resolution.

25. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be

required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

26. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

27. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such amendment.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Clerk of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

28. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed in the office of the County Auditor of Ramsey County, together with such other information as the County Auditor shall require, and to obtain the County Auditor's Certificate that the Bonds have been entered in the Bond Register and the tax levies required by law have been made.

29. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

30. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

31. Tax-Exempt Status of the Bonds; Rebate; Elections. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the 24-month expenditure exemption

for gross proceeds of the Improvement Portion of the Bonds and CIP Portion of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations. The Mayor, the Clerk or either one of them, are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

32. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

1. the Bonds are issued after August 7, 1986;
2. the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
3. the City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;
4. the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2013 will not exceed \$10,000,000;
5. more than \$10,000,000 of obligations issued by the City during this calendar year 2013 have been designated for purposes of Section 265(b)(3) of the Code; and
6. the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

33. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

34. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof

Seconded by Councilmember Cardinal

Ayes – All

The motion passed.

J. NEW BUSINESS

1. **Approve Intoxicating Liquor License Manager Khushuinder Singh for A1 Liquor, 19 Century Avenue North**

City Clerk Guilfoile gave the staff report and answered questions of the council.

Councilmember Koppen moved to approve Khushuinder Singh as the on-sale intoxicating liquor license manager for A1 Liquor, located at 19 Century Avenue N.

Seconded by Councilmember Cardinal

Ayes – All

The motion passed.

2. Approval for Design Review and a Parking Waiver Request – Concordia Arms, 2030 Lydia Avenue East

Senior Planner Ekstrand gave the staff report and answered questions of the council. Cynthia Lee, Associate Vice President of Housing Development from Common Bond Communities and Kim Breithheim, Housing Focus Leader from LHB Architects addressed and answered questions of the council.

Councilmember Juenemann moved to approve:

1. The design and landscape plans date-stamped May 15, 2013 for Concordia Arms to revise its exterior facades and courtyard area for its location at 2030 Lydia Avenue East. Approval is subject to the following conditions:

- a. Repeat this review in two years if the city has not issued a building permit for the approved work.
- b. If any existing trees are removed the applicant must comply with the city's tree replacement ordinance.
- c. Any rooftop equipment must be screened from residential properties, as required by city ordinance.
- d. Submit color samples of any new exterior siding for staff approval.
- e. Consider the use of a rain garden within the courtyard area for the purposes of stormwater management.
- f. Comply with Jon Jarosch's engineering report, dated May 17, 2013.
- g. Submit a cash escrow or an irrevocable letter of credit prior to receiving a building permit for all required landscape improvements. The amount shall be 125 percent of the cost of the work.
- h. All work shall follow the approved plans. The city council may approve major changes to the plans. The Director of Community Development may approve minor changes to the plans.

2. A parking waiver to allow for 98 surface parking spaces. The parking spaces shall be at least 9.5 feet in width. This is a parking reduction of 152 parking spaces (250 parking spaces are required per city code).

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

Bill Kempe, Community Design Review Board (CDRB), was present and addressed the council to give the report for the CDRB.

3. Approve Resolution for Conditional Use Permit Revision and Design Review for a Planned Unit Development for First Evangelical Free Church, 2696 Hazelwood Street

Senior Planner Ekstrand gave the staff report and answered questions of the council. Bill Kempe from the Planning Commission and Community Design Review Board addressed and answered questions of the council. John Wickerson, Facility Improvement Team Leader from First Evangelical Free Church addressed and answered questions of the council.

Councilmember Juenemann moved to approve:

A. the Resolution amending the conditional use permit for the First Evangelical Free Church, located at 2696 Hazelwood Street, to allow the expansion of the gymnasium (Deletions are crossed out and additions are underlined.)

1. All construction shall follow the plans that the city stamped July 24, 1995 with the building addition shown on plans date-stamped ~~subject to the following conditions:~~ April 18, 2013. City staff may approve minor changes.
 - a. ~~All construction shall follow the site plan approved by the city and the school shall follow the building and floor plans submitted to the city. The interim director of community development may approve minor changes. The city council may approve major changes.~~
 - b. ~~Dropping the two parking spaces along the south property line at the east end of the parking lot.~~
 2. The proposed gymnasium expansion shall begin in one year or this approval shall end, ~~school use on the property parking lot expansion construction must be started within one year after the council approves this permit or the permit shall end.~~ The council may extend this deadline for one year.
 3. The council shall review this permit revision in one year.
 4. The school shall have no more than 500 students.
 5. ~~The property owner or manager shall sweep and restripe the parking lot before the school occupies their space. This includes having the required handicapped parking spaces in the parking area near the building entrance.~~ The applicant shall comply with all requirements of the engineer's report dated May 9, 2013.
 6. The applicant shall comply with all conditions of the assistant fire chief and building official. ~~The school, the church, the fire marshal and the city building official shall agree on a plan for the school and church to make any necessary or required life safety and building improvements to the building. This plan shall include the installation and maintenance of:~~
 - a. ~~The required fire protection (sprinkler) systems.~~
 - b. ~~An early warning fire protection system (smoke detection and monitoring).~~
 - c. ~~Additional emergency lights and exit signs (if necessary).~~
 - d. ~~Updated doors and hardware (if necessary).~~
 - e. ~~A proper address on the building.~~
 - f. ~~Any other changes the fire marshal or the building official deem necessary.~~
- B. The design plans date-stamped April 18, 2013 for the gymnasium addition to First Evangelical Free Church, located at 2696 Hazelwood Street, subject to the following conditions:
1. The materials and color of the proposed gymnasium addition shall match the existing building.
 2. The applicant shall comply with all requirements of the assistant fire chief and building official.
 3. The applicant shall comply with all requirements of the engineer's report dated May 9, 2013.

4. The applicant shall provide maintained lawn around the proposed addition as shown on the plans.

RESOLUTION 13-6-930
PLANNED UNIT DEVELOPMENT
REVISION RESOLUTION

WHEREAS, First Evangelical Free Church has applied for a conditional use permit revision to their planned unit development to construct a gymnasium addition at their church campus.

WHEREAS, Section 44-1092(3) of the city ordinances requires a conditional use permit for churches and schools.

WHEREAS, this permit applies to the property located at 2696 and 2730 Hazelwood Street. The property identification numbers for these properties are:

032922430008 and 032922430007

WHEREAS, the history of this conditional use permit is as follows:

1. On May 21, 2013, the planning commission held a public hearing. The city staff published a notice in the paper and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission also considered the reports and recommendation of city staff. The planning commission recommended that the city council approve this permit.
2. On June 10, 2013, the city council considered reports and recommendations of the city staff and planning commission.

NOW, THEREFORE, BE IT RESOLVED that the city council approve the above-described conditional use permit, because:

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would generate only minimal vehicular traffic on local streets and would not create traffic congestion or unsafe access on existing or proposed streets.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

K. AWARD OF BIDS

None

L. VISITOR PRESENTATION

The following people spoke:

1. Mark Bradley, Maplewood Resident
2. Bob Zick, North St. Paul Resident

M. ADMINISTRATIVE PRESENTATIONS

None

N. COUNCIL PRESENTATIONS

1. Living Streets

Mayor Rossbach informed residents that a letter was received from the National Complete Streets Coalition congratulating the City for passing a Complete Street Policy requesting the City to consider forwarding a letter of support to the United States Congress which is supportive of complete streets.

2. Park System Task Force Meetings

Councilmember Cardinal informed residents that the Park System Task Force will be holding meeting on the plans for the next 20 years. The meeting will be held Wednesdays at 7:00 p.m. on June 12th at the Maplewood Community Center, July 10th at Carver Community Gym, July 21st at Gladstone Fire Station and August 7th at Gladstone Fire Station. A postcard did go out to all residents.

3. Business Breakfast

Councilmember Cardinal announced that the annual Business Breakfast will be held at the MCC on Thursday, July 11th. Additional information will be announced at the next meeting.

4. Free Stuff on Curb

Councilmember Juenemann relayed to residents that leaving items on the curb marked free should only do so for a day and not to leave the items on the curb for days.

O. ADJOURNMENT

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

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AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: June 24, 2013

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:

\$ 1,456,667.53	Checks # 90054 thru # 90104 dated 06/03/13 thru 06/15/13
\$ 312,968.28	Disbursements via debits to checking account dated 06/03/13 thru 06/07/13
\$ 115,087.15	Checks # 90105 thru # 90150 dated 06/10/13 thru 06/18/13
\$ 496,265.84	Disbursements via debits to checking account dated 06/10/13 thru 06/14/13
<u>\$ 2,380,988.80</u>	Total Accounts Payable

PAYROLL

\$ 560,893.61	Payroll Checks and Direct Deposits dated 06/07/13
\$ 763.00	Payroll Deduction check # 9989375 thru # 9989376 dated 06/07/13
<u>\$ 561,656.61</u>	Total Payroll
<u><u>\$ 2,942,645.41</u></u>	GRAND TOTAL

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

as
attachments

**Check Register
City of Maplewood**

06/07/2013

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
90054	06/03/2013	02464	US BANK	FUNDS FOR ATMS	10,000.00
90055	06/11/2013	00111	ANIMAL CONTROL SERVICES	PATROL HOURS 5/20 - 5/31	1,400.00
90056	06/11/2013	05114	BOLTON & MENK, INC.	CONSULTANT FEES	9,191.23
	06/11/2013	05114	BOLTON & MENK, INC.	CONSULTANT FEES	1,500.00
90057	06/11/2013	00526	FOREST LAKE CONTRACTING INC	PROJ 09-08 HWY 36/ENGLISH PMT#3	1,250,987.55
90058	06/11/2013	02407	H & B SPECIALIZED PRODUCTS	LABOR ROLL-UP DRAPE B-BALL COURT	650.00
90059	06/11/2013	00393	MN DEPT OF LABOR & INDUSTRY	PRESSURE VESSEL FEE STATION 2	10.00
	06/11/2013	00393	MN DEPT OF LABOR & INDUSTRY	PRESSURE VESSEL FEE STATION 3	10.00
90060	06/11/2013	04265	MARIA PIRELA	ZUMBA INSTRUCTION TUE EVE MAY	187.50
90061	06/11/2013	01337	RAMSEY COUNTY-PROP REC & REV	MULCH FOR COMMUNITY GARDEN	293.91
90062	06/11/2013	01409	S E H	PROJ 09-09 CONSULTANT SERVICES	29,890.86
	06/11/2013	01409	S E H	PROJ 09-08 CONSULTANT SERVICES	7,635.60
	06/11/2013	01409	S E H	PROJ 04-21 CONSULTANT SERVICES	5,274.54
	06/11/2013	01409	S E H	CONSULTANT SERVICES	212.19
90063	06/11/2013	01546	SUBURBAN SPORTSWEAR	ADD'L DAY CAMP SHIRTS	198.00
90064	06/11/2013	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS PURCHASES--	3,937.84
90065	06/11/2013	04845	TENNIS SANITATION LLC	RECYCLING FEE - MAY	27,151.25
90066	06/11/2013	04528	SARA M. R. THOMPSON	ZUMBA INSTRUCTION	223.00
90067	06/11/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	15,609.44
	06/11/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	97.27
	06/11/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	64.72
90068	06/11/2013	01798	YOCUM OIL CO.	CONTRACT DIESEL FUEL - JUNE	9,641.10
90069	06/11/2013	03833	ADVANCED PUBLIC SAFETY, INC.	SQUAD LAPTOP CITATION SOFTWARE	5,453.82
90070	06/11/2013	04549	JAN ALICE CAMPBELL	ZUMBA INSTURCTION SAT MORNINGS	113.50
90071	06/11/2013	03874	COMMERCIAL FURNITURE SERVICES	FURNITURE & LABOR PD PHASE 1-1A	11,716.17
	06/11/2013	03874	COMMERCIAL FURNITURE SERVICES	FURNITURE & LABOR PD PHASE 1-1A	5,866.11
	06/11/2013	03874	COMMERCIAL FURNITURE SERVICES	FURNITURE & LABOR PD PHASE 1-1A	1,385.80
90072	06/11/2013	00323	CONTINENTAL RESEARCH CORP.	LIFT STATION DEGREASER	468.11
90073	06/11/2013	03939	LUANNE CORTESI	REIMB FOR TREE INSPECTOR TRAINING	85.00
90074	06/11/2013	02921	MICHAEL J DUGAS	SECURITY OFFICER MCC MAY 4	140.00
90075	06/11/2013	05221	JULIA A EARL	SPEAKER AT NR COMMISSION MEETING	100.00
90076	06/11/2013	05207	EQUIFAX INFORMATION SERVICES	APPLICANT BACKGROUND CHECKS	50.00
90077	06/11/2013	00472	MICHAEL A ERICSON	CONSULTING FEES 5/20 - 5/31	1,250.00
90078	06/11/2013	05218	EVERETT & VANDERWIEL, P.L.L.P.	CONSULTATION OF HR ARBITRATION	806.09
90079	06/11/2013	05219	CHRISTOPHER A GARGARO	BASKETBALL CLINIC INSTRUCTION	472.00
90080	06/11/2013	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#11	4,344.07
90081	06/11/2013	03875	JASON KREGER	REIMB FOR WORK PANTS	50.97
90082	06/11/2013	04900	LASTING IMPRESSIONS BY AMY LLC	DRAPING MCC JUNE1	600.00
90083	06/11/2013	00953	MCCARTHY WELL COMPANY	WELL INSPECTION HAZELWOOD PARK	225.00
90084	06/11/2013	01088	MN POLLUTION CONTROL AGENCY	PROJ 09-09 INVESTIGATION CLEANUP	312.50
90085	06/11/2013	03886	MN SECRETARY OF STATE	NOTARY COMMISSION APPLICATION	120.00
90086	06/11/2013	05208	ANN NELSON	EMS TRAINING	300.00
90087	06/11/2013	05217	ODYSSEY COURT REPORTING, INC.	COURT REPORTER HR ARBITRATION	4,370.00
90088	06/11/2013	00001	ONE TIME VENDOR	REFUND N ALOMAR TRANS MEDIC	445.29
90089	06/11/2013	00001	ONE TIME VENDOR	REFUND A CHAFFEE COACH PITCH	55.00
90090	06/11/2013	00001	ONE TIME VENDOR	REFUND L BERNSTROM SOFTBALL	53.00
90091	06/11/2013	00001	ONE TIME VENDOR	REFUND D HARDEN BCBS BENEFIT	40.00
90092	06/11/2013	01283	POST BOARD	POST LICENSE RENEWALS	1,350.00
90093	06/11/2013	00396	MN DEPT OF PUBLIC SAFETY	TRAINING - CARNES	150.00
	06/11/2013	00396	MN DEPT OF PUBLIC SAFETY	TRAINING - REZNY	30.00
	06/11/2013	00396	MN DEPT OF PUBLIC SAFETY	TRAINING - METRY	30.00
90094	06/11/2013	01359	REGAL AUTO WASH BILLING	VEHICLE WASHES - APRIL	80.00
90095	06/11/2013	03446	RICK JOHNSON DEER & BEAVER INC	DEER REMOVAL - MAY	230.00

90096	06/11/2013	01418	SAM'S CLUB DIRECT	MEMBERSHIP FEES	215.00
	06/11/2013	01418	SAM'S CLUB DIRECT	ADMIN FEE	50.00
	06/11/2013	01418	SAM'S CLUB DIRECT	HUMAN RIGHTS COMMISSION- ART/CAKE	17.63
90097	06/11/2013	04074	ELAINE SCHRADE	TAI CHI INSTRUCTION MAY 22 - JULY 24	467.40
90098	06/11/2013	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	1,570.18
	06/11/2013	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY & METER INSTALLATION	84.11
90099	06/11/2013	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - MAY	2,637.80
90100	06/11/2013	01573	TOM SZCZEPANSKI	SECURITY OFFICER FOR MCC JUNE 1	245.00
90101	06/11/2013	01578	T R F SUPPLY CO.	SUPPLIES	584.39
90102	06/11/2013	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - JUNE	3,155.90
	06/11/2013	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - JUNE	2,399.94
90103	06/11/2013	05220	WEBER, INC.	PD EXPANSION PROJ PHASE 1A	23,756.75
90104	06/15/2013	03738	CHARLES E. BETHEL	ATTORNEY SRVS FEES/RENT - JULY	6,625.00

1,456,667.53

51 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>
6/3/2013	MN State Treasurer	Drivers License/Deputy Registrar	43,052.15
6/3/2013	MN Dept of Natural Resources	DNR electronic licenses	2,899.25
6/3/2013	US Bank Merchant Services	Credit Card Billing fee	2,136.35
6/4/2013	MN State Treasurer	Drivers License/Deputy Registrar	35,016.70
6/5/2013	MN State Treasurer	Drivers License/Deputy Registrar	70,953.49
6/6/2013	MN State Treasurer	Drivers License/Deputy Registrar	26,015.25
6/7/2013	MN State Treasurer	Drivers License/Deputy Registrar	51,285.57
6/7/2013	MN Dept of Natural Resources	DNR electronic licenses	1,467.50
6/7/2013	US Bank VISA One Card*	Purchasing card items	45,147.56
6/7/2013	Optum Health	DCRP & Flex plan payments	814.31
6/7/2013	ICMA (Vantagepointe)	Deferred Compensation	3,980.65
6/7/2013	ING - State Plan	Deferred Compensation	30,199.50
			312,968.28

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
05/17/2013	05/20/2013	REI 42 ROSEVILLE	\$100.93	PAUL BARTZ
05/23/2013	05/27/2013	STREICHER'S MPLS	\$345.48	MARKESE BENJAMIN
05/23/2013	05/27/2013	MARSHALLS #416	\$9.99	MARKESE BENJAMIN
05/17/2013	05/20/2013	MELISSADATA	\$354.10	CHAD BERGO
05/23/2013	05/23/2013	FACEBOOK.COM*GB84522LN	\$0.30	CHRISTINE BERNARDY
05/29/2013	05/29/2013	FACEBOOK.COM*THX4522LN	\$1.00	CHRISTINE BERNARDY
05/31/2013	05/31/2013	FACEBOOK.COM*N865522LN	\$1.00	CHRISTINE BERNARDY
05/19/2013	05/21/2013	LITTLE FALLS PIZZA RANCH	\$17.81	BRIAN BIERDEMAN
05/18/2013	05/20/2013	DEGE GARDEN CENTER	\$2.13	OAKLEY BIESANZ
05/24/2013	05/27/2013	DOLRTREE 3150 00031500	\$12.86	NEIL BRENEMAN
05/22/2013	05/23/2013	SABIC POLYMERSHAPES	\$76.69	TROY BRINK
05/29/2013	05/31/2013	ADVANCE SHORING COMPANY	\$378.60	TROY BRINK
05/29/2013	05/31/2013	THE HOME DEPOT 2801	\$83.10	TROY BRINK
05/20/2013	05/22/2013	RED WING SHOE STORE	\$199.74	NATHAN BURLINGAME
05/28/2013	05/29/2013	EVEREST EMERGENCY VEHICL	\$49.84	JOHN CAPISTRANT
05/22/2013	05/23/2013	VIKING ELECTRIC-CREDIT DE	\$28.28	SCOTT CHRISTENSON
05/22/2013	05/24/2013	THE HOME DEPOT 2801	\$41.68	SCOTT CHRISTENSON
05/24/2013	05/27/2013	HENRIKSEN ACE HARDWARE	\$17.09	SCOTT CHRISTENSON
05/24/2013	05/27/2013	THE HOME DEPOT 2801	\$64.21	SCOTT CHRISTENSON
05/24/2013	05/27/2013	THE HOME DEPOT 2801	\$87.53	SCOTT CHRISTENSON
05/28/2013	05/29/2013	HEJNY RENTAL INC	\$28.97	SCOTT CHRISTENSON
05/28/2013	05/30/2013	THE HOME DEPOT 2801	(\$32.11)	SCOTT CHRISTENSON
05/28/2013	05/30/2013	THE HOME DEPOT 2801	\$49.61	SCOTT CHRISTENSON
05/24/2013	05/27/2013	FORMS AND SYSTEMS OF M	\$1,367.07	KERRY CROTTY
05/17/2013	05/20/2013	THE HOME DEPOT 2810	\$83.94	CHARLES DEAVER
05/18/2013	05/20/2013	MENARDS 3022	\$3.18	CHARLES DEAVER
05/24/2013	05/27/2013	MENARDS 3022	\$30.92	CHARLES DEAVER
05/30/2013	05/31/2013	JOHN DEERE LANDSCAPES530	\$93.65	THOMAS DEBILZAN
05/17/2013	05/20/2013	BEST BUY MHT 00000109	\$107.09	RICHARD DOBLAR
05/21/2013	05/22/2013	CUB FOODS #1599	\$26.76	RICHARD DOBLAR
05/28/2013	05/29/2013	BATTERIES PLUS #31	\$105.38	RICHARD DOBLAR
05/29/2013	05/31/2013	UNIFORMS UNLIMITED INC.	\$136.35	RICHARD DOBLAR
05/17/2013	05/20/2013	THE HOME DEPOT 2801	\$12.76	TOM DOUGLASS
05/20/2013	05/21/2013	JT ARCHITECTURAL SALES	\$455.00	TOM DOUGLASS
05/20/2013	05/21/2013	HENRIKSEN ACE HARDWARE	\$7.81	TOM DOUGLASS
05/22/2013	05/23/2013	STATE SUPPLY	\$74.35	TOM DOUGLASS
05/22/2013	05/23/2013	LIFE FITNESS	\$38.41	TOM DOUGLASS
05/22/2013	05/23/2013	WW GRAINGER	\$59.33	TOM DOUGLASS
05/24/2013	05/27/2013	MED FIT SYSTEMS INC	\$27.63	TOM DOUGLASS
05/28/2013	05/29/2013	WW GRAINGER	\$128.04	TOM DOUGLASS
05/28/2013	05/29/2013	WW GRAINGER	\$8.68	TOM DOUGLASS
05/29/2013	05/30/2013	WW GRAINGER	\$168.83	TOM DOUGLASS
05/29/2013	05/31/2013	COMMERCIAL POOL & SPA SUP	\$106.06	TOM DOUGLASS
05/30/2013	05/31/2013	TRI DIM FILTER CORP	\$133.38	TOM DOUGLASS
05/19/2013	05/21/2013	LITTLE FALLS PIZZA RANCH	\$15.75	MICHAEL DUGAS
05/20/2013	05/22/2013	THE FORT STEAKHOUSE	\$64.58	MICHAEL DUGAS
05/16/2013	05/20/2013	THE HOME DEPOT 2801	\$27.11	PAUL E EVERSON
05/29/2013	05/31/2013	BOUND TREE MEDICAL LLC	\$4.18	PAUL E EVERSON
05/16/2013	05/20/2013	THE HOME DEPOT 2810	(\$227.66)	LARRY FARR
05/16/2013	05/20/2013	COMMERCIAL FURNIT00 OF 00	\$196.04	LARRY FARR
05/17/2013	05/20/2013	THE TRANE COMPANY	\$2,596.00	LARRY FARR
05/17/2013	05/20/2013	CINTAS 470	\$89.20	LARRY FARR
05/22/2013	05/23/2013	A & K EQUIPMENT CO	\$427.54	LARRY FARR
05/22/2013	05/23/2013	CINTAS 470	\$287.10	LARRY FARR
05/24/2013	05/27/2013	UPBEAT	\$2,860.23	LARRY FARR

05/30/2013	05/31/2013	ILC- INTGTD LOSS CTRL	\$370.00	LARRY FARR
05/30/2013	05/31/2013	CINTAS 470	\$287.10	LARRY FARR
05/17/2013	05/20/2013	BACHMAN'S INC #0004	\$55.50	SHANN FINWALL
05/19/2013	05/20/2013	BEST BUY MHT 00000158	\$42.84	SHANN FINWALL
05/24/2013	05/27/2013	BRO-TEX, INC.	\$250.00	SHANN FINWALL
05/29/2013	05/30/2013	TARGET 00022293	\$16.34	SHANN FINWALL
05/29/2013	05/30/2013	SEED SAVERS EXCHANGE INC.	\$29.12	SHANN FINWALL
05/20/2013	05/21/2013	TWIN CITIES TRANS & REC	\$107.13	DAVID FISHER
05/17/2013	05/20/2013	BEST BUY MHT 00000109	\$85.68	MYCHAL FOWLDS
05/18/2013	05/20/2013	GOPRO *WWW.GOPRO.COM	\$503.44	MYCHAL FOWLDS
05/22/2013	05/22/2013	COMCAST CABLE COMM	\$54.00	MYCHAL FOWLDS
05/23/2013	05/24/2013	UPS*2944O0KL1JK	\$5.91	MYCHAL FOWLDS
05/24/2013	05/27/2013	ASSET RECOVERY	\$156.57	MYCHAL FOWLDS
05/24/2013	05/27/2013	FULCRUM BIOMETRICS LLC	\$437.70	MYCHAL FOWLDS
05/24/2013	05/27/2013	PARALLEL TECHNOLOGIES INC	\$3,000.00	MYCHAL FOWLDS
05/26/2013	05/27/2013	IDU*INSIGHT PUBLIC SEC	\$86.32	MYCHAL FOWLDS
05/28/2013	05/29/2013	CABLING SERVICES	\$441.95	MYCHAL FOWLDS
05/28/2013	05/29/2013	CABLING SERVICES	\$1,551.95	MYCHAL FOWLDS
05/28/2013	05/29/2013	CABLING SERVICES	\$1,574.80	MYCHAL FOWLDS
05/28/2013	05/29/2013	CABLING SERVICES	\$1,580.75	MYCHAL FOWLDS
05/29/2013	05/30/2013	WWW.NEWEGG.COM	\$348.96	MYCHAL FOWLDS
05/30/2013	05/31/2013	IDU*INSIGHT PUBLIC SEC	\$227.49	MYCHAL FOWLDS
05/30/2013	05/31/2013	TOSHIBA BUSINESS SOLUTION	\$625.08	MYCHAL FOWLDS
05/30/2013	05/31/2013	TOSHIBA BUSINESS SOLUTION	\$307.98	MYCHAL FOWLDS
05/30/2013	05/31/2013	TOSHIBA BUSINESS SOLUTION	\$507.08	MYCHAL FOWLDS
05/30/2013	05/31/2013	TOSHIBA BUSINESS SOLUTION	\$918.92	MYCHAL FOWLDS
05/30/2013	05/31/2013	TOSHIBA BUSINESS SOLUTION	\$976.92	MYCHAL FOWLDS
05/30/2013	05/31/2013	TOSHIBA BUSINESS SOLUTION	\$133.30	MYCHAL FOWLDS
05/30/2013	05/31/2013	TOSHIBA BUSINESS SOLUTION	\$73.59	MYCHAL FOWLDS
05/18/2013	05/20/2013	IDU*INSIGHT PUBLIC SEC	\$1.34	NICK FRANZEN
05/18/2013	05/20/2013	IDU*INSIGHT PUBLIC SEC	\$152.06	NICK FRANZEN
05/18/2013	05/20/2013	IDU*INSIGHT PUBLIC SEC	\$121.96	NICK FRANZEN
05/23/2013	05/24/2013	MENARDS 3022	\$11.19	CAROLE GERNES
05/21/2013	05/22/2013	FEDEXOFFICE 00006171	\$8.56	CLARENCE GERVAIS
05/22/2013	05/23/2013	NFPA NATL FIRE PROTECT	\$165.00	CLARENCE GERVAIS
05/28/2013	05/29/2013	BEST BUY MHT 00000158	\$42.84	JAN GREW HAYMAN
05/30/2013	05/31/2013	BEST BUY MHT 00000158	\$42.85	JAN GREW HAYMAN
05/22/2013	05/23/2013	VIKING INDUSTRIAL CENTER	\$1,119.80	MARK HAAG
05/23/2013	05/24/2013	HENRIKSEN ACE HARDWARE	\$25.69	GARY HINNENKAMP
05/18/2013	05/20/2013	AMERICAN RED CROSS	\$51.00	RON HORWATH
05/29/2013	05/30/2013	KNOWLAN'S MARKET #2	\$29.46	ANN HUTCHINSON
05/16/2013	05/20/2013	THE HOME DEPOT 2801	\$12.90	DAVID JAHN
05/20/2013	05/21/2013	DALCO ENTERPRISES, INC	\$228.75	DAVID JAHN
05/20/2013	05/21/2013	DALCO ENTERPRISES, INC	\$183.11	DAVID JAHN
05/22/2013	05/23/2013	HENRIKSEN ACE HARDWARE	\$14.54	DAVID JAHN
05/28/2013	05/29/2013	DALCO ENTERPRISES, INC	\$207.19	DAVID JAHN
05/30/2013	05/31/2013	LA POLICE GEAR INC	\$103.99	KEVIN JOHNSON
05/18/2013	05/20/2013	OFFICE DEPOT #1090	\$47.07	LOIS KNUTSON
05/20/2013	05/22/2013	OFFICE DEPOT #1079	\$60.72	LOIS KNUTSON
05/20/2013	05/22/2013	OFFICE DEPOT #1080	\$11.55	LOIS KNUTSON
05/20/2013	05/22/2013	OFFICE DEPOT #1127	\$10.69	LOIS KNUTSON
05/20/2013	05/22/2013	OFFICE DEPOT #1090	\$14.12	LOIS KNUTSON
05/21/2013	05/21/2013	COMCAST CABLE COMM	\$166.53	DUWAYNE KONEWKO
05/20/2013	05/22/2013	STREICHER'S MO	\$398.44	NICHOLAS KREKELER
05/22/2013	05/24/2013	STREICHER'S MPLS	(\$398.44)	NICHOLAS KREKELER
05/28/2013	05/29/2013	CUB FOODS #1599	\$29.97	NICHOLAS KREKELER

05/28/2013	05/30/2013 UNIFORMS UNLIMITED INC.	\$142.36	NICHOLAS KREKELER
05/20/2013	05/21/2013 MENARDS 3059	\$6.41	RANDY LINDBLOM
05/23/2013	05/27/2013 ASPEN MILLS INC.	\$133.85	STEVE LUKIN
05/23/2013	05/27/2013 ASPEN MILLS INC.	\$127.85	STEVE LUKIN
05/23/2013	05/27/2013 ASPEN MILLS INC.	\$48.95	STEVE LUKIN
05/23/2013	05/27/2013 ASPEN MILLS INC.	\$48.95	STEVE LUKIN
05/23/2013	05/27/2013 ASPEN MILLS INC.	\$154.80	STEVE LUKIN
05/23/2013	05/27/2013 ASPEN MILLS INC.	\$142.85	STEVE LUKIN
05/29/2013	05/30/2013 EMERGENCY APPARATUS MAINT	\$2,809.09	STEVE LUKIN
05/20/2013	05/22/2013 KEEPRS INC 2	\$29.05	KATHERINE LYNCH
05/28/2013	05/29/2013 TARGET 00011858	\$22.80	MIKE MARTIN
05/20/2013	05/22/2013 THE HOME DEPOT 2801	\$18.04	BRENT MEISSNER
05/27/2013	05/29/2013 THE SALVATION ARMY 11	\$125.96	ALESIA METRY
05/16/2013	05/20/2013 BOUND TREE MEDICAL LLC	\$29.44	MICHAEL MONDOR
05/17/2013	05/20/2013 BOUND TREE MEDICAL LLC	\$586.30	MICHAEL MONDOR
05/17/2013	05/20/2013 CVS PHARMACY #1751 Q03	\$83.01	MICHAEL MONDOR
05/20/2013	05/22/2013 BOUND TREE MEDICAL LLC	\$150.60	MICHAEL MONDOR
05/21/2013	05/23/2013 BOUND TREE MEDICAL LLC	\$4.00	MICHAEL MONDOR
05/22/2013	05/24/2013 BOUND TREE MEDICAL LLC	\$6.68	MICHAEL MONDOR
05/29/2013	05/30/2013 HEJNY RENTAL INC	\$144.83	JOHN NAUGHTON
05/22/2013	05/24/2013 THE HOME DEPOT 2801	\$44.40	RICHARD NORDQUIST
05/22/2013	05/24/2013 OFFICE DEPOT #1079	\$23.12	MARY KAY PALANK
05/22/2013	05/24/2013 OFFICE DEPOT #1090	\$49.75	MARY KAY PALANK
05/19/2013	05/20/2013 AMAZON.COM	\$49.99	PHILIP F POWELL
05/19/2013	05/20/2013 AMAZON.COM	\$49.99	PHILIP F POWELL
05/24/2013	05/27/2013 AMAZON.COM	\$56.56	PHILIP F POWELL
05/17/2013	05/20/2013 AUTO PLUS NO ST PAUL 392	\$33.35	STEVEN PRIEM
05/21/2013	05/22/2013 AUTO PLUS NO ST PAUL 392	(\$22.42)	STEVEN PRIEM
05/21/2013	05/22/2013 TOWMASTER	\$5.25	STEVEN PRIEM
05/21/2013	05/22/2013 AUTO PLUS NO ST PAUL 392	\$62.46	STEVEN PRIEM
05/21/2013	05/22/2013 AN FORD WHITE BEAR LAK	\$278.53	STEVEN PRIEM
05/21/2013	05/22/2013 AN FORD WHITE BEAR LAK	\$104.35	STEVEN PRIEM
05/22/2013	05/23/2013 GOODYEAR AUTO SRV CT 6920	\$100.98	STEVEN PRIEM
05/22/2013	05/23/2013 MACQUEEN EQUIPMENT INC	\$59.00	STEVEN PRIEM
05/22/2013	05/23/2013 AMERICAN FASTENER AND SUP	\$117.83	STEVEN PRIEM
05/22/2013	05/23/2013 AMERICAN FASTENER AND SUP	\$130.14	STEVEN PRIEM
05/22/2013	05/29/2013 AMERICAN FASTENER AND SUP	(\$117.83)	STEVEN PRIEM
05/23/2013	05/24/2013 KATH FUEL OFFICE	\$412.49	STEVEN PRIEM
05/23/2013	05/24/2013 FACTORY MTR PTS #1	\$281.45	STEVEN PRIEM
05/24/2013	05/27/2013 SOI*SNAP-ONEQUIPMENT	(\$433.43)	STEVEN PRIEM
05/28/2013	05/29/2013 POMPS TIRE SERVICE, INC	\$246.28	STEVEN PRIEM
05/28/2013	05/29/2013 ZARNOTH BRUSH WORKS INC	\$1,287.42	STEVEN PRIEM
05/28/2013	05/29/2013 AUTO PLUS NO ST PAUL 392	\$22.68	STEVEN PRIEM
05/28/2013	05/29/2013 AN FORD WHITE BEAR LAK	\$181.31	STEVEN PRIEM
05/29/2013	05/30/2013 AUTO PLUS NO ST PAUL 392	\$53.39	STEVEN PRIEM
05/29/2013	05/31/2013 ACDELCO	\$175.00	STEVEN PRIEM
05/30/2013	05/31/2013 INTERSTATE PWR SYS 1P	\$57.74	STEVEN PRIEM
05/20/2013	05/22/2013 THE HOME DEPOT 2801	\$25.01	KELLY PRINS
05/23/2013	05/24/2013 VIKING ELECTRIC-CREDIT DE	\$875.31	KELLY PRINS
05/23/2013	05/27/2013 PARK SUPPLY OF AMERICA IN	\$586.56	KELLY PRINS
05/24/2013	05/27/2013 CONTINENTAL RESEARCH COR	\$891.72	KELLY PRINS
05/17/2013	05/20/2013 NOVACARE REHB/HEALT	\$500.00	TERRIE RAMEAUX
05/22/2013	05/23/2013 HILLYARD INC MINNEAPOLIS	\$1,289.17	MICHAEL REILLY
05/18/2013	05/20/2013 AMERICAN COUNCIL ON EX	\$129.00	LORI RESENDIZ
05/29/2013	05/31/2013 PIVOTAL 5, INC.	\$270.81	LORI RESENDIZ
05/28/2013	05/29/2013 LILLIE SUBURBAN NEWSPAPE	\$450.00	AUDRA ROBBINS

05/29/2013	05/31/2013 PIONEER PRESS ADVERTISING	\$34.06	AUDRA ROBBINS
05/22/2013	05/23/2013 ABLE HOSE RUBBER LLC	\$39.28	ROBERT RUNNING
05/28/2013	05/29/2013 MENARDS 3059	\$112.16	ROBERT RUNNING
05/21/2013	05/22/2013 HALF PRICE BANNERS	\$108.25	DEB SCHMIDT
05/23/2013	05/27/2013 THE HOME DEPOT 2801	\$44.89	SCOTT SCHULTZ
05/28/2013	05/30/2013 USA MOBILITY WIRELE	\$16.07	SCOTT SCHULTZ
05/17/2013	05/20/2013 UNIFORMS UNLIMITED INC.	\$166.09	MICHAEL SHORTREED
05/21/2013	05/22/2013 PAYPAL *ONLINECLASS	\$89.00	JOANNE SVENDSEN
05/21/2013	05/22/2013 PAYPAL *ONLINECLASS	\$89.00	JOANNE SVENDSEN
05/21/2013	05/23/2013 STREET CRIMES	\$399.00	JOANNE SVENDSEN
05/28/2013	05/30/2013 STREET CRIMES	\$996.99	JOANNE SVENDSEN
05/28/2013	05/29/2013 GRAB A GUN	\$400.00	THOMAS SZCZEPANSKI
05/29/2013	05/31/2013 UNIFORMS UNLIMITED INC.	\$118.07	BRIAN TAUZELL
05/21/2013	05/23/2013 OFFICE MAX	\$75.11	JAMES TAYLOR
05/21/2013	05/23/2013 MICHAELS #2744	\$8.56	JAMES TAYLOR
05/17/2013	05/20/2013 UNIFORMS UNLIMITED INC.	\$20.88	PAUL THIENES
05/28/2013	05/29/2013 NAT ASSN TOWN WATCH	\$35.00	PAUL THIENES
05/25/2013	05/27/2013 TARGET 00021808	\$16.00	JOSEPH TRAN
05/22/2013	05/23/2013 USPS 26833800033400730	\$46.00	KAREN WACHAL
05/30/2013	05/31/2013 ERIKS BIKE SHOP	\$74.97	JAY WENZEL
05/20/2013	05/21/2013 TARGET 00011858	\$8.29	TAMMY YOUNG
05/22/2013	05/23/2013 FRANKLINCOVEYPRODUCTS	\$38.51	TAMMY YOUNG
05/21/2013	05/22/2013 KOHL'S #0052	\$15.38	SUSAN ZWIEG

\$45,147.56

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>
	06/07/13	CARDINAL, ROBERT	435.16
	06/07/13	CAVE, REBECCA	435.16
	06/07/13	JUENEMANN, KATHLEEN	435.16
	06/07/13	KOPPEN, MARVIN	435.16
	06/07/13	ROSSBACH, WILLIAM	494.44
	06/07/13	STRAUTMANIS, MARIS	64.00
	06/07/13	VALLE, EDWARD	100.00
	06/07/13	AHL, R. CHARLES	5,495.72
	06/07/13	ANTONEN, JAMES	5,906.00
	06/07/13	BURLINGAME, SARAH	2,178.90
	06/07/13	KANTRUD, HUGH	184.62
	06/07/13	CHRISTENSON, SCOTT	2,439.39
	06/07/13	FARR, LARRY	3,255.27
	06/07/13	JAHN, DAVID	1,887.91
	06/07/13	METRY, THOMAS	840.00
	06/07/13	RAMEAUX, THERESE	3,099.15
	06/07/13	BAUMAN, GAYLE	4,756.49
	06/07/13	ANDERSON, CAROLE	1,416.46
	06/07/13	DEBILZAN, JUDY	1,359.66
	06/07/13	JACKSON, MARY	2,156.11
	06/07/13	KELSEY, CONNIE	2,626.68
	06/07/13	RUEB, JOSEPH	2,801.00
	06/07/13	SINDT, ANDREA	2,218.60
	06/07/13	BEGGS, REGAN	1,520.99
	06/07/13	GUILFOILE, KAREN	4,609.10
	06/07/13	SCHMIDT, DEBORAH	3,066.11
	06/07/13	SPANGLER, EDNA	1,227.14
	06/07/13	LARSON, MICHELLE	1,628.15
	06/07/13	MECHELKE, SHERRIE	1,156.92
	06/07/13	MOY, PAMELA	1,706.42
	06/07/13	OSTER, ANDREA	1,935.11
	06/07/13	RICHTER, CHARLENE	841.23
	06/07/13	SCHOENECKER, LEIGH	1,671.39
	06/07/13	VITT, SANDRA	1,033.19
	06/07/13	WEAVER, KRISTINE	2,389.00
	06/07/13	CORCORAN, THERESA	1,928.19
	06/07/13	KVAM, DAVID	4,687.84
	06/07/13	PALANK, MARY	1,932.80
	06/07/13	POWELL, PHILIP	2,970.49
	06/07/13	SVENDSEN, JOANNE	2,131.82
	06/07/13	THOMFORDE, FAITH	1,586.51
	06/07/13	ABEL, CLINT	2,999.12
	06/07/13	ALDRIDGE, MARK	3,568.43

06/07/13	BAKKE, LONN	3,366.98
06/07/13	BARTZ, PAUL	4,208.69
06/07/13	BELDE, STANLEY	3,218.84
06/07/13	BENJAMIN, MARKESE	3,139.87
06/07/13	BIERDEMAN, BRIAN	3,686.47
06/07/13	BOHL, JOHN	47,284.44
06/07/13	BUSACK, DANIEL	3,974.30
06/07/13	CARNES, JOHN	2,373.33
06/07/13	CROTTY, KERRY	3,647.20
06/07/13	DEMULLING, JOSEPH	2,872.41
06/07/13	DOBLAR, RICHARD	4,054.83
06/07/13	DUGAS, MICHAEL	5,369.11
06/07/13	ERICKSON, VIRGINIA	3,222.23
06/07/13	FORSYTHE, MARCUS	2,865.63
06/07/13	FRITZE, DEREK	3,244.42
06/07/13	GABRIEL, ANTHONY	3,509.99
06/07/13	HAWKINSON JR, TIMOTHY	3,034.57
06/07/13	HER, PHENG	2,911.72
06/07/13	HIEBERT, STEVEN	3,661.61
06/07/13	JOHNSON, KEVIN	4,113.38
06/07/13	KALKA, THOMAS	954.09
06/07/13	KONG, TOMMY	3,115.24
06/07/13	KREKELER, NICHOLAS	910.80
06/07/13	KROLL, BRETT	3,043.25
06/07/13	LANGNER, SCOTT	3,135.14
06/07/13	LANGNER, TODD	3,021.58
06/07/13	LU, JOHNNIE	3,682.39
06/07/13	LYNCH, KATHERINE	2,522.84
06/07/13	MARINO, JASON	3,456.21
06/07/13	MARTIN, JERROLD	3,309.65
06/07/13	MCCARTY, GLEN	3,135.14
06/07/13	METRY, ALESIA	3,080.97
06/07/13	NYE, MICHAEL	3,383.34
06/07/13	OLSON, JULIE	2,978.03
06/07/13	PARKER, JAMES	2,488.41
06/07/13	REZNY, BRADLEY	3,822.50
06/07/13	RHUDE, MATTHEW	2,918.46
06/07/13	SHORTREED, MICHAEL	4,141.66
06/07/13	STEINER, JOSEPH	2,859.07
06/07/13	SYPNIEWSKI, WILLIAM	4,003.28
06/07/13	SZCZEPANSKI, THOMAS	3,360.60
06/07/13	TAUZELL, BRIAN	2,859.07
06/07/13	THEISEN, PAUL	3,080.97
06/07/13	THIENES, PAUL	4,684.71
06/07/13	TRAN, JOSEPH	3,080.97
06/07/13	WENZEL, JAY	3,435.41
06/07/13	XIONG, KAO	2,958.97
06/07/13	ANDERSON, BRIAN	171.36
06/07/13	BASSETT, BRENT	640.48
06/07/13	BAUMAN, ANDREW	3,111.92
06/07/13	BOURQUIN, RON	897.60
06/07/13	CAPISTRANT, JACOB	293.76

06/07/13	CAPISTRANT, JOHN	697.44
06/07/13	CONCHA, DANIEL	48.96
06/07/13	CRAWFORD - JR, RAYMOND	612.00
06/07/13	CRUMMY, CHARLES	367.20
06/07/13	DABRUZZI, THOMAS	2,488.65
06/07/13	DAWSON, RICHARD	3,902.94
06/07/13	EATON, PAUL	587.52
06/07/13	EVERSON, PAUL	5,000.68
06/07/13	FASULO, WALTER	464.12
06/07/13	HAGEN, MICHAEL	703.56
06/07/13	HALE, JOSEPH	504.66
06/07/13	HALWEG, JODI	2,779.82
06/07/13	HAWTHORNE, ROCHELLE	2,885.80
06/07/13	HUTCHINSON, JAMES	640.32
06/07/13	IMM, TRACY	170.88
06/07/13	JANSEN, CHAD	317.76
06/07/13	JONES, JONATHAN	446.76
06/07/13	JUREK, GREGORY	3,011.24
06/07/13	KANE, ROBERT	714.00
06/07/13	KARRAS, JAMIE	299.88
06/07/13	KELLOGG, JOHNATHAN	24.48
06/07/13	KERSKA, JOSEPH	605.88
06/07/13	KONDER, RONALD	195.84
06/07/13	KUBAT, ERIC	2,992.20
06/07/13	LINDER, TIMOTHY	3,268.44
06/07/13	LOCHEN, MICHAEL	526.32
06/07/13	MILLER, LADD	750.00
06/07/13	MILLER, NICHOLAS	458.76
06/07/13	MONDOR, MICHAEL	3,465.90
06/07/13	MONSON, PETER	24.48
06/07/13	MORGAN, JEFFERY	159.13
06/07/13	NEILY, STEVEN	24.48
06/07/13	NIELSEN, KENNETH	314.16
06/07/13	NOVAK, JEROME	3,525.57
06/07/13	NOWICKI, PAUL	171.36
06/07/13	OLSON, JAMES	3,005.36
06/07/13	OPHEIM, JOHN	371.28
06/07/13	PACHECO, ALPHONSE	664.96
06/07/13	PARROW, JOSHUA	24.48
06/07/13	PETERSON, MARK	73.26
06/07/13	PETERSON, ROBERT	3,290.36
06/07/13	POWERS, KENNETH	171.36
06/07/13	RAINEY, JAMES	885.16
06/07/13	RANK, NATHAN	587.52
06/07/13	RANK, PAUL	612.00
06/07/13	REYNOSO, ANGEL	48.96
06/07/13	RICE, CHRISTOPHER	885.36
06/07/13	RIEKEN, NICHOLAS	24.48
06/07/13	RODRIGUEZ, ROBERTO	244.80
06/07/13	SEDLACEK, JEFFREY	4,419.35
06/07/13	STREFF, MICHAEL	3,465.24
06/07/13	SVENDSEN, RONALD	3,690.89

06/07/13	WHITE, JOEL	171.36
06/07/13	GERVAIS-JR, CLARENCE	4,035.01
06/07/13	LUKIN, STEVEN	4,674.56
06/07/13	ZWIEG, SUSAN	1,756.32
06/07/13	CORTESI, LUANNE	1,392.60
06/07/13	KNUTSON, LOIS	2,084.19
06/07/13	BRINK, TROY	3,197.62
06/07/13	BUCKLEY, BRENT	2,357.60
06/07/13	DEBILZAN, THOMAS	2,186.19
06/07/13	EDGE, DOUGLAS	2,145.80
06/07/13	JONES, DONALD	2,176.19
06/07/13	MEISSNER, BRENT	2,035.39
06/07/13	NAGEL, BRYAN	3,595.60
06/07/13	OSWALD, ERICK	2,653.12
06/07/13	RUIZ, RICARDO	1,636.19
06/07/13	RUNNING, ROBERT	2,388.99
06/07/13	TEVLIN, TODD	2,176.19
06/07/13	BURLINGAME, NATHAN	2,150.40
06/07/13	DUCHARME, JOHN	2,776.80
06/07/13	ENGSTROM, ANDREW	3,131.71
06/07/13	HANSON, TODD	959.07
06/07/13	JAROSCH, JONATHAN	2,966.59
06/07/13	KREGER, JASON	4,172.61
06/07/13	LINDBLOM, RANDAL	3,415.86
06/07/13	LOVE, STEVEN	3,629.51
06/07/13	THOMPSON, MICHAEL	4,514.72
06/07/13	ZIEMAN, SCOTT	585.00
06/07/13	JANASZAK, MEGHAN	1,593.79
06/07/13	KONEWKO, DUWAYNE	4,667.89
06/07/13	BUTTWEILER, TYLER	792.00
06/07/13	GUNDERSON, THOMAS	828.00
06/07/13	HAMRE, MILES	1,600.80
06/07/13	HAYS, TAMARA	1,636.19
06/07/13	HINNENKAMP, GARY	2,344.89
06/07/13	NAUGHTON, JOHN	2,176.19
06/07/13	NORDQUIST, RICHARD	2,297.80
06/07/13	BIESANZ, OAKLEY	1,699.34
06/07/13	DEAVER, CHARLES	820.05
06/07/13	GERNES, CAROLE	841.50
06/07/13	HAYMAN, JANET	1,327.13
06/07/13	HUTCHINSON, ANN	2,682.02
06/07/13	SOUTTER, CHRISTINE	204.00
06/07/13	WACHAL, KAREN	1,197.17
06/07/13	GAYNOR, VIRGINIA	3,284.18
06/07/13	KROLL, LISA	1,928.19
06/07/13	SWANSON, CHRIS	708.00
06/07/13	THOMPSON, DEBRA	842.43
06/07/13	YOUNG, TAMELA	2,080.27
06/07/13	EKSTRAND, THOMAS	3,867.33
06/07/13	FINWALL, SHANN	3,455.67
06/07/13	MARTIN, MICHAEL	2,799.39
06/07/13	BRASH, JASON	2,544.99

06/07/13	CARVER, NICHOLAS	3,284.18
06/07/13	FISHER, DAVID	3,845.86
06/07/13	SWAN, DAVID	2,802.59
06/07/13	WELLENS, MOLLY	1,731.57
06/07/13	ACEITUNO, FELIPE	59.50
06/07/13	BERGER, STEPHANIE	287.38
06/07/13	BJORK, BRANDON	167.75
06/07/13	BRENEMAN, NEIL	2,296.28
06/07/13	ROBBINS, AUDRA	3,209.84
06/07/13	ROBBINS, CAMDEN	351.00
06/07/13	SCHALLER, SCOTT	64.50
06/07/13	SHERWOOD, CHRISTIAN	440.00
06/07/13	TAYLOR, JAMES	2,912.48
06/07/13	VUKICH, CANDACE	92.00
06/07/13	ADAMS, DAVID	1,947.40
06/07/13	HAAG, MARK	2,388.99
06/07/13	ORE, JORDAN	1,636.19
06/07/13	SCHULTZ, SCOTT	3,384.95
06/07/13	WILBER, JEFFREY	1,564.19
06/07/13	AKEY, SHELLEY	219.75
06/07/13	BERNARDY, CHRISTINE	2,479.65
06/07/13	CRAWFORD - JR, RAYMOND	382.87
06/07/13	EVANS, CHRISTINE	1,672.06
06/07/13	GLASS, JEAN	2,151.73
06/07/13	HER, PETER	128.45
06/07/13	HOFMEISTER, MARY	1,102.06
06/07/13	HOFMEISTER, TIMOTHY	401.49
06/07/13	KELLEY, CAITLIN	878.98
06/07/13	KULHANEK-DIONNE, ANN	598.00
06/07/13	MUSKAT, JULIE	220.00
06/07/13	PELOQUIN, PENNYE	509.45
06/07/13	VANG, TIM	577.00
06/07/13	VUE, LOR PAO	367.52
06/07/13	AICHELE, MEGAN	124.88
06/07/13	ANDERSON, ALYSSA	16.19
06/07/13	ANDERSON, JOSHUA	456.00
06/07/13	BAETZOLD, CLAIRE	36.75
06/07/13	BAETZOLD, SETH	29.00
06/07/13	BAUDE, SARAH	46.26
06/07/13	BESTER, MICHAEL	138.00
06/07/13	BRUSOE, AMY	17.10
06/07/13	BRUSOE, CRISTINA	46.80
06/07/13	BUCKLEY, BRITTANY	202.50
06/07/13	BUTLER, ANGELA	81.00
06/07/13	CLARK, PAMELA	19.55
06/07/13	CRANDALL, KRISTA	330.50
06/07/13	DEMPSEY, BETH	82.06
06/07/13	DIONNE, DANIELLE	13.95
06/07/13	DRECHSEL, SARAH	29.38
06/07/13	DUNN, RYAN	1,134.52
06/07/13	EHLE, DANIEL	35.06
06/07/13	ERICKSON-CLARK, CAROL	55.68

06/07/13	ERICSON, RACHEL	27.90
06/07/13	FLORES, LUIS	88.00
06/07/13	FONTAINE, KIM	506.94
06/07/13	FOX, KELLY	30.00
06/07/13	FRAMPTON, SAMANTHA	202.00
06/07/13	GADOW, VERONIKA	14.70
06/07/13	GIEL, NICOLE	67.38
06/07/13	GRAY, MEGAN	122.50
06/07/13	GRUENHAGEN, LINDA	266.70
06/07/13	HASSAN, KIANA	135.05
06/07/13	HEINRICH, SHEILA	205.57
06/07/13	HOLMBERG, LADONNA	303.76
06/07/13	HORWATH, RONALD	2,772.88
06/07/13	JOHNSON, BARBARA	339.20
06/07/13	JOHNSON, KAITLYN	23.55
06/07/13	JOYER, ANTHONY	66.60
06/07/13	KOHLER, ROCHELLE	74.00
06/07/13	KOZDROJ, GABRIELLA	106.25
06/07/13	LAMEYER, BRENT	72.50
06/07/13	LAMEYER, ZACHARY	75.69
06/07/13	LAMSON, ELIANA	27.00
06/07/13	LEKO, LINDSAY	23.63
06/07/13	MCCOMAS, LEAH	206.50
06/07/13	MCCORMACK, MELISSA	117.60
06/07/13	NADEAU, KELLY	17.00
06/07/13	NADEAU, TAYLOR	87.13
06/07/13	NITZ, CARA	175.50
06/07/13	NORTHOUSE, KATHERINE	123.75
06/07/13	PROESCH, ANDY	780.68
06/07/13	RANEY, COURTNEY	791.00
06/07/13	RESENDIZ, LORI	2,285.54
06/07/13	RICHTER, DANIEL	94.50
06/07/13	ROLLERSON, TERRANCE	30.00
06/07/13	SCHMIDT, EMILY	44.20
06/07/13	SCHREIER, ROSEMARIE	298.00
06/07/13	SMITH, ANN	195.22
06/07/13	SMITH, CASEY	153.67
06/07/13	SMITLEY, SHARON	246.06
06/07/13	SYME, ABBEY	32.88
06/07/13	TREPANIER, TODD	230.00
06/07/13	TRUE, ANDREW	84.93
06/07/13	TUPY, HEIDE	45.80
06/07/13	TUPY, MARCUS	71.25
06/07/13	VANG, XANG	123.00
06/07/13	WARNER, CAROLYN	59.40
06/07/13	WEINHAGEN, SHELBY	189.75
06/07/13	YUNKER, JOSEPH	164.00
06/07/13	BOSLEY, CAROL	105.75
06/07/13	HITE, ANDREA	269.50
06/07/13	LANGER, CHELSEA	176.38
06/07/13	LANGER, KAYLYN	89.25
06/07/13	BORCHERT, JONATHAN	161.50

	06/07/13	CRAWFORD, SHAWN	420.00
	06/07/13	DOUGLASS, TOM	1,835.39
	06/07/13	DYER, KATELYN	170.00
	06/07/13	MAIDMENT, COLIN	178.50
	06/07/13	MALONEY, SHAUNA	290.50
	06/07/13	PRINS, KELLY	1,716.19
	06/07/13	REILLY, MICHAEL	1,962.59
	06/07/13	SINDT, DARIEN	161.50
	06/07/13	SPEARS, SHYTIANA	327.26
	06/07/13	THOMPSON, BENJAMIN	425.00
	06/07/13	COUNTRYMAN, BRENDA	1,152.00
	06/07/13	AICHELE, CRAIG	2,231.39
	06/07/13	PRIEM, STEVEN	2,448.89
	06/07/13	WOEHRLE, MATTHEW	2,257.31
	06/07/13	BERGO, CHAD	2,741.49
	06/07/13	FOWLDS, MYCHAL	4,072.29
	06/07/13	FRANZEN, NICHOLAS	2,789.40
9989366	06/07/13	SCHREIER, ABIGAIL	67.14
9989367	06/07/13	SCHREIER, ZACHARY	117.50
9989368	06/07/13	SCOTT, HALEY	73.50
9989369	06/07/13	SKUNES, KELLY	16.20
9989370	06/07/13	SMITH, JEROME	132.50
9989371	06/07/13	WALES, ABIGAIL	147.64
9989372	06/07/13	RANGEL, SAMANTHA	28.00
9989373	06/07/13	CUSICK, JESSICA	293.26
9989374	06/07/13	STEFFEN, MICHAEL	76.50
			560,893.61

**Check Register
City of Maplewood**

06/14/2013

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
90105	06/10/2013	02464	US BANK	FUNDS FOR ATMS	10,000.00
90106	06/18/2013	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES - MAY	40.00
90107	06/18/2013	00393	MN DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - MAY 17010123035	1,904.20
90108	06/18/2013	01337	RAMSEY COUNTY-PROP REC & REV	911 DISPATCH SERVICES - MAY	28,851.06
	06/18/2013	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - MAY	458.64
90109	06/18/2013	01546	SUBURBAN SPORTSWEAR	DAY CAMP & STAFF T-SHIRTS	1,671.75
90110	06/18/2013	04192	TRANS-MEDIC	EMS BILLING - MAY	3,558.04
90111	06/18/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	1,093.76
90112	06/18/2013	01803	ZARNOTH BRUSH WORKS, INC.	GUTTER BROOMS-STREET SWEEPERS	2,292.47
90113	06/18/2013	03727	ADVANCED WATERJET TECH INC	REMOVAL OF REFLECTIVE SHEETING	1,518.33
	06/18/2013	03727	ADVANCED WATERJET TECH INC	REMOVAL OF REFLECTIVE SHEETING	1,035.09
90114	06/18/2013	05026	ADVANTAGE SPORTS LLC	TENNIS INSTRUCTION	269.50
90115	06/18/2013	00058	CRAIG AICHELE	REIMB FOR MILEAGE 05/14 - 06/04	25.99
90116	06/18/2013	04419	LOUISE A. BEAMAN	REFS 2ND HALF SPRING VOLLEYBALL	300.00
90117	06/18/2013	04886	KAREN MARIE BOWMAN	REFS 2ND HALF SPRING VOLLEYBALL	164.00
90118	06/18/2013	00230	BRYAN ROCK PRODUCTS, INC.	CLASS 5 BASE	241.42
90119	06/18/2013	00279	CEMSTONE PRODUCTS CO.	CONCRETE FOR 3003 MEYER CT	654.08
90120	06/18/2013	02921	MICHAEL J DUGAS	REIMB FOR MEALS 5/6 - 5/10	66.29
90121	06/18/2013	00479	EULL'S MANUFACTURING CO., INC.	MANHOLE ADJUSTING RINGS	1,521.05
90122	06/18/2013	00531	FRA-DOR INC.	BLACK DIRT FOR RESTORATION WORK	208.41
90123	06/18/2013	05226	GM CONTRACTING, INC.	PROJ 11-28 WATER SRVS INSTALLATION	37,092.36
90124	06/18/2013	03988	JODI HALWEG	REIMB FOR GYM SHOES	75.00
90125	06/18/2013	04846	HEALTHHEAST	MEDICAL SUPPLIES	1,184.26
90126	06/18/2013	02263	HILLCREST ANIMAL HOSPITAL PA	BOARDING & DESTRUCTION FEE - MAY	187.56
90127	06/18/2013	03538	PATRICK JAMES HUBBARD	REFS 2ND HALF SPRING VOLLEYBALL	350.00
90128	06/18/2013	00809	TOMMY KONG	REIMB FOR MEAL 06/04	8.54
90129	06/18/2013	04900	LASTING IMPRESSIONS BY AMY LLC	CEILING DRAPING MCC JUNE 8	600.00
90130	06/18/2013	00857	LEAGUE OF MINNESOTA CITIES	5 COPIES OF 2013 DIRECTORY	261.31
90131	06/18/2013	04286	LORIE LINE MUSIC, INC.	PERFORMANCE MCC JUNE 27	5,385.00
90132	06/18/2013	05222	MARTIN-MCALLISTER	PUBLIC SAFETY ASSESSMENT	450.00
90133	06/18/2013	00986	METROPOLITAN COUNCIL	MONTHLY SAC - MAY	2,410.65
90134	06/18/2013	01199	JEROME NOVAK	REIMB FOR VINYL DECALS	95.00
90135	06/18/2013	00001	ONE TIME VENDOR	REIMB E ARMISTEAD TURF RESTORATION	100.00
90136	06/18/2013	00001	ONE TIME VENDOR	REIMB M MULLIGAN TURF RESTORATION	50.00
90137	06/18/2013	01863	ROGER PACKER	REFS 2ND HALF SPRING VOLLEYBALL	225.00
90138	06/18/2013	01270	PITNEY BOWES INC	POSTAGE METER RENTAL 6/13 - 6/14	887.00
90139	06/18/2013	05223	RAVE SPORTS	SPLASH TRAX EQUIPMENT	3,885.00
90140	06/18/2013	02663	CARL SAARION	REFS 2ND HALF SPRING VOLLEYBALL	75.00
90141	06/18/2013	03178	SCIENCE EXPLORERS, INC.	CLASS INSTRUCTION	90.00
90142	06/18/2013	00006	SILVER SNEAKERS	REFUND F IVORY MEMBERSHIP	66.96
90143	06/18/2013	00006	SILVER SNEAKERS	REFUND F IVORY MEDICA BENEFIT	40.00
90144	06/18/2013	01915	NANCY STEFFEN	REFS 2ND HALF SPRING VOLLEYBALL	75.00
90145	06/18/2013	01616	PAUL THIENES	SECURITY OFFICER FOR MCC JUNE 8	210.00
90146	06/18/2013	01649	TRI-STATE BOBCAT, INC.	T650 BOBCAT COMPACT TRACK LOADER	4,275.00
90147	06/18/2013	04357	UNIVERSAL HOSPITAL SRVS, INC.	BIOMEDICAL SERVICE EQUIP	373.50
90148	06/18/2013	02464	US BANK	PAYING AGENT FEES	425.00
90149	06/18/2013	04179	VISUAL IMAGE PROMOTIONS	PROGRAM DISPLAY SIGN MCC - MAY	325.00
90150	06/18/2013	02057	JAY WENZEL	REIMB FOR MEALS 05/31	10.93
					115,087.15
46 Checks in this report.					115,087.15

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/10/2013	MN State Treasurer	Drivers License/Deputy Registrar	73,351.66
6/10/2013	U.S. Treasurer	Federal Payroll Tax	100,460.71
6/10/2013	P.E.R.A.	P.E.R.A.	90,332.32
6/11/2013	MN State Treasurer	Drivers License/Deputy Registrar	56,772.16
6/11/2013	MidAmerica - ING	HRA Flex plan	17,995.02
6/11/2013	Labor Unions	Union Dues	1,924.25
6/11/2013	MN State Treasurer	State Payroll Tax	20,742.22
6/12/2013	MN State Treasurer	Drivers License/Deputy Registrar	57,139.01
6/13/2013	MN State Treasurer	Drivers License/Deputy Registrar	38,554.12
6/14/2013	MN State Treasurer	Drivers License/Deputy Registrar	34,031.22
6/14/2013	MN Dept of Natural Resources	DNR electronic licenses	1,363.00
6/14/2013	Optum Health	DCRP & Flex plan payments	3,600.15
			496,265.84

MEMORANDUM

TO: James Antonen, City Manager

FROM: Steve Lukin, Fire Chief

DATE: June 17, 2013

RE: Resolution Accepting Donation of \$100.00

Introduction

A donation of \$100.00 from Dave and Wendy Karras, provided by Alerus Mortgage, was donated to the Maplewood Fire Department as part of their charitable donation program called "*Refer a friend*". *Build your community*".

Minnesota State Statute 465.03 states that gifts to municipalities shall be accepted by the governing body in the form of a resolution by a two-thirds vote.

Consideration

Approve the following resolution accepting the donation of \$100.00 from Dave and Wendy Karras, provided by Alerus Mortgage as part of their charitable donation program called "*Refer a friend*". *Build your community*".

**RESOLUTION
ACCEPTANCE OF DONATION**

WHEREAS the city of Maplewood and Maplewood Fire Department has received a donation of \$100.00 from Dave and Wendy Karras, provided by Alerus Mortgage, as part of their charitable donation program called "*Refer a friend*". *Build your community*".

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council authorizes the city of Maplewood and Maplewood Fire Department to accept this donation.

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Approval of a Resolution Authorizing Submission of Request for State Bonding Funds for the Regional East Metro Public Safety Training Facility
DATE: June 18, 2013

BACKGROUND

Back in 2009 when we started putting cost estimates together for the construction of the Regional East Metro Public Safety Training Facility, they were prepared with the best information we had at the time and it was determined that we needed approximately \$3.5 to 4 million dollars. Once construction started, additional costs have risen in the areas of the utilities, soil correction and the need to upgrade the intersection; as well as overall inflation costs over the past 4-1/2 years.

In order to complete phase 1 of the project, which will include the simulation building, burn tower and the residential burn building, we will be requesting \$1.8 million from the state of Minnesota in the 2014 bonding bill. These dollars will assist us in completing phase 1 by allowing us to put the necessary props in each of the buildings to provide live fire training.

We are required by the State to match dollar for dollar for the \$1.8 million in bonding money we are requesting. At this time, we have approximately \$2.4 million available to be used as part of our match which will come from the value of the land and other grants we have received. This request for bonding money will have no impact and will require no financial assistance from the city of Maplewood.

We had submitted a request for bonding money in the 2013 session, but as you are aware, no bonding bill was approved in 2013. Therefore, our request for bonding is being submitted for consideration in the 2014 session.

RECOMMENDATION

I am requesting the city council support the resolution authorizing submission of request for State bonding funds in the amount of \$1.8 million dollars for the completion of construction for phase 1 of the Regional East Metro Public Safety Training Facility

RESOLUTION # 1
A RESOLUTION OF SUPPORT FOR STATE BONDING REQUEST
FOR THE COMPLETION OF PHASE 1 OF THE
EAST METRO PUBLIC SAFETY TRAINING CENTER

WHEREAS, the Minnesota State Legislature is accepting allocations for Capital Bonding Bill requests for the 2014 Legislative Session; and

WHEREAS, the City of Maplewood has deemed the completion of the East Metro Public Safety Training Center a high priority project; and

WHEREAS, the current funding available for the project is not sufficient to complete construction of the one of the three critical training buildings, site paving in the training yard, installation of two gas-fired burn training props and installation of burn room lining systems.

WHEREAS, the City of Maplewood is in need of Capital Bond funding to provide gap financing to supplement previous state grant funds, local funding and other funding for the completion of the East Metro Public Safety Training Center;

NOW, THEREFORE BE IT RESOLVED that the Maplewood City Council does hereby authorize the request for state bonding proceeds to assist in financing the completion of construction of Phase 1 of the East Metro Public Safety Training Center.

Adopted by the Maplewood City Council on this 24th day of June, 2013.

Maplewood City Council

Will Rossbach, Mayor

ATTEST:

Karen Guilfoile, City Clerk

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
SUBJECT: **Conditional Use Permit Review – East Metro Public Safety Training Center**
LOCATION: Century Avenue south of Holloway Avenue
DATE: June 18, 2013

INTRODUCTION

The conditional use permit (CUP) for a planned unit development (PUD) for the East Metro Public Safety Training Center located at Century Avenue, south of Holloway Avenue is due for review.

BACKGROUND

On June 25, 2012, the council approved the following for this site:

1. A comprehensive land use plan amendment from unguided right-of-way to G (government facility).
2. A conditional use permit for a planned unit development.
3. Design review for the building, site and landscape plans
4. A wetland map amendment to remove incidental wetlands.

DISCUSSION

The site grading and preparation of the site is nearly complete. The utilities to serve the buildings have been extended into the site. The project architect is finalizing the details of the design of the burn building and burn tower. Construction of the buildings is expected to commence later this summer.

RECOMMENDATION

Review the conditional use permit for the East Metro Public Safety Training Center located at Century Avenue, south of Holloway Avenue again in one year to check on the project's progress.

P:\SEC13-29\East Metro Regional Fire Training\East Metro Regional Public Safety CUP Review_062413

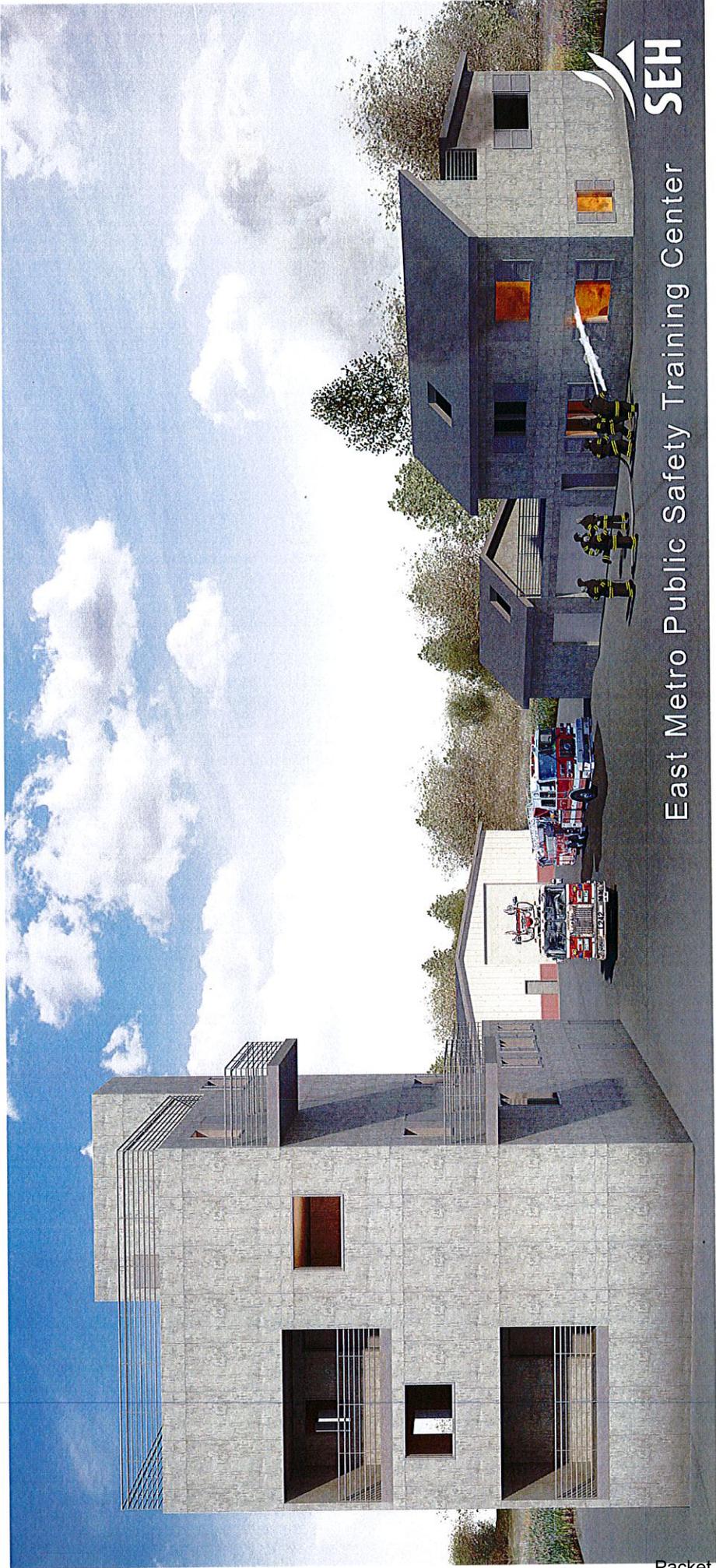
Attachments:

1. Location map and aerial photo
2. Burn buildings renderings
3. June 25, 2012 city council minutes



East Metro Public Safety Training Center

Location Map and Aerial Photo



East Metro Public Safety Training Center

SEH

Wetlands 3 through 6 from the City's Wetland Map Based on the Opinion by the Watershed District that the Wetlands are Non-Historical and as such Incidental.

RESOLUTION 12-6-758
CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT

WHEREAS, Fire Chief Steve Lukin of City of Maplewood has applied for a conditional use permit for a planned unit development to build a public safety training center.

WHEREAS, Section 44-6 of the city ordinance provides that a PUD can be a development characterized by a unified site design with two or more principal uses or structures.

WHEREAS, the site will also include MnDOT's continued operations and the marshlands rehabilitation project.

WHEREAS, Section 44-1093(b) of the city ordinance provides that the city council may consider flexibility from strict code compliance in the internal and external design requirements of the project dependent upon the following findings:

1. The proposed development and the surrounding neighborhood can be better served by relaxing the code requirements that regulate the physical development or layout of the project because of its unique nature.
2. The PUD would be consistent with the spirit, intent and purposes of this chapter.
3. The planned unit development would produce a development of equal or superior quality to that which would result from strict adherence to this chapter.
4. The deviations would not constitute a significant threat to the property values, safety, health or general welfare of the owners or occupants of nearby land or to the environment.
5. The deviations are required for the reasonable and practical physical development of the project.

WHEREAS, the applicant is requesting that the city allow a building to be constructed with architectural siding.

WHEREAS, this permit applies to the property located west of Highway 120 and Highway 5. The legal description is:

All that part of the following described tract:

The Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 13, Township 29 North, Range 22 West;

which lies northeasterly of a line run parallel with and distant 100 feet southwesterly of the following described line:

Beginning at a point on the east line of said Section 13, distant 1324.13 feet North of the southeast corner thereof; thence run westerly at an angle of 90 degrees with said east section line for 186.63 feet; thence deflect to right on a 10 degree 00 minute curve (delta angle 29 degrees 20 minutes) for 293.33 feet; thence on tangent to said curve for 100 feet and there terminating.

WHEREAS, the history of this conditional use permit is as follows:

1. On June 5, 2012, the planning commission held a public hearing. The city staff published a hearing notice in the Maplewood Review and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council approve the conditional use permit request.
2. On June 25, 2012 the city council discussed conditional use permit. They considered reports and recommendations from the planning commission and city staff.

NOW, THEREFORE, BE IT RESOLVED that the city council _____ the above-described conditional use permit and architectural metal siding building, because:

1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and this Code.
2. The use would not change the existing or planned character of the surrounding area.
3. The use would not depreciate property values.
4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
5. The use would not exceed the design standards of any affected street.
6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
7. The use would not create excessive additional costs for public facilities or services.
8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
9. The use would cause no more than minimal adverse environmental effects.
10. The proposed development and the surrounding neighborhood can be better served by relaxing the code requirements that regulate the physical development or layout of the project because of its unique nature.
11. The PUD would be consistent with the spirit, intent and purposes of this chapter.
12. The PUD would produce a development of equal or superior quality to that which would result from strict adherence to this chapter.
13. The deviations would not constitute a significant threat to the property values, safety, health or general welfare of the owners or occupants of nearby land or to the environment.
14. The deviations are required for the reasonable and practical physical development of the project.

Approval is subject to the following conditions:

1. All construction shall follow the site plan date-stamped May 14, 2012. Staff may approve minor changes.
2. The city council shall review this permit in one year.
3. The proposed construction must be substantially started within one year of council approval or the permit shall become null and void. The council may extend this deadline for one year.
4. Comply with the requirements of the city's engineering department.
5. The applicant shall work with the building official and fire marshal to ensure compliance with applicable codes.
6. This approval does not include landscaping plans or building elevations for the classroom training building which shall be submitted for community design review board approval.
7. Hours of operation shall be limited to 9 a.m. to 10 p.m. and the site must be in compliance with the city's noise ordinance at all times.
8. City council must approve a joint powers agreement with partnering jurisdictions that will limit the use of the burn buildings when weather conditions may cause smoke and other irritants to affect nearby residential neighborhoods.

The Maplewood City Council approved this resolution on June 25, 2012.

RESOLUTION 12-6-759
Changes to the Maplewood Wetland Map

WHEREAS, on December 14, 2009, the Maplewood City Council adopted a wetland ordinance (Ordinance No. 895) dealing with wetland regulations.

WHEREAS, as part of the ordinance the City Council adopted a wetland classification map. The map is based on wetland classifications from Minnesota Routine Assessment Method (MnRAM) wetland studies and assigned by the applicable watershed districts.

WHEREAS, the ordinance states that the City Council will adopt changes to the wetland map which are based on MnRAM and other studies conducted and approved by watershed districts.

WHEREAS, in 2005 and 2011 the City of Maplewood had wetlands delineated on a 20.5-acre vacant lot located west of the intersection of Century Avenue and Highway 5 (refer to wetland delineation map attached).

WHEREAS, the wetland delineation found that Wetlands 3 through 6 were developed incidentally as a result of the activities associated with the grading and fill material completed by the Minnesota Department of Transportation (MnDOT) in the 1970s.

WHEREAS, in November 2011 the Local Governmental Unit (MnDOT) and Technical Evaluation Panel (Ramsey Washington Metro Watershed District) reviewed the delineation report and agreed with the assessment that Wetlands 3 through 6 are non-historical wetlands and thus

AGENDA REPORT

To: City Manager James Antonen
From: Acting Chief of Police David Kvam
Subject: Approval of Joint Powers Agreement—Ramsey County Violent Crime Enforcement Team (RCVCET)
Date: June 17, 2013

Introduction

The Police Department would like to enter into a Joint Powers Agreement for the Ramsey County Violent Crime Enforcement Team (RCVCET), and City Council approval is requested to enter into this Agreement.

Background

The law enforcement agencies for Ramsey County, the City of New Brighton, the City of Roseville, the City of St. Paul, the City of White Bear Lake, and the City of Maplewood have informally formed the Ramsey County Violent Crime Enforcement Team for the purpose of enforcing controlled substance laws and investigating and prosecuting gang and violent crimes, especially felonies that have the likelihood of being related to the distribution of narcotics and/or other cases that have an impact on all parties; and these entities would like to formalize the creation and terms of operation of the Ramsey County Violent Crime Enforcement Team.

This team will coordinate efforts to investigate, apprehend, and prosecute drug offenders, violent offenders, gang members, and career criminals; and the Joint Powers Agreement will define the rights and obligations of the participating agencies with respect to the duties and activities performed by the RCVCET.

The initial term of this Agreement will be one year, from January 1, 2013, through December 31, 2013. It shall automatically renew for additional one-year periods up to a maximum of four renewal terms, and there are options to withdraw from the Agreement should any or all of the agencies wish to terminate the Agreement.

Budget Impact

Ramsey County, on behalf of the RCVCET, shall be the grant applicant for funding from all sources for this Agreement and make any necessary expenditures relating to the RCVCET.

Recommended

It is recommended that approval be given to enter into the Joint Powers Agreement of the Ramsey County Violent Crime Enforcement Team.

Action Required

Submit to the City Council for review and approval.

DK:js

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

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

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

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

WHEREAS, The Office of the Ramsey County Attorney (the “RCAO”) is responsible for the prosecution of controlled substance laws in Ramsey County; and

WHEREAS, The Parties, through their Agencies, informally formed the Ramsey County Violent Crime Enforcement Team for the purpose of enforcing controlled substance laws and investigating and prosecuting gang and violent crimes, especially felonies that have the likelihood of being related to the distribution of narcotics and/or other cases that have an impact on all Parties; and

WHEREAS, The Parties wish to formalize the creation and terms of operation of the Ramsey County Violent Crime Enforcement Team;

THEREFORE, The Parties agree as follows:

1. General Purpose

The purpose of this Agreement is to formally create and establish the Ramsey County Violent Crime Enforcement Team (hereinafter “RCVCET”) as an organization to coordinate efforts to investigate, apprehend, and prosecute drug offenders, violent offenders, gang members and career criminals and to define the rights and obligations of the Parties with respect to the duties and activities performed by the RCVCET throughout the term of the Agreement.

2. Members

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

3. Good Faith

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

4. Term of Agreement/Termination

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

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

4.3 A Party may withdraw from this Agreement at any time during the Initial Term or Renewal Term with a 30 days written notice to the other Parties.

4.4 Upon expiration of this Agreement, all property owned by the RCV CET shall be distributed to the Agencies in equal parts or sold with the proceeds distributed to the Agencies in equal parts. Property of the Agencies or the Parties that had been loaned for use by the RCV CET shall be returned to the loaning Agency or Party.

5. State Assistance for Narcotics Control

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

6. RCV CET Board

6.1 The governing body of the RCV CET shall be a Board of Directors ("RCV CET Board"), to be made up of one representative from each of the Agencies; one representative from the RCAO; the Commander for the RCV CET (who shall be selected by the Fiscal Agent and approved by the RCV CET Board); and a fiscal representative who shall be selected by the Ramsey County Sheriff. All Directors shall serve at the pleasure of their appointing authorities. The Fiscal Agent shall select the Chair of the Board.

6.2 Directors shall not be deemed employees of the RCV CET and shall receive no compensation from the RCV CET for serving as directors.

6.3 The RCV CET Board has final administration and policy decision-making authority for the RCV CET. Decisions shall be made by a majority of the RCV CET Board.

- 6.4 The RCV CET Board shall meet quarterly to evaluate the progress of the RCV CET. The RCV CET Board shall maintain records of RCV CET activities. A special meeting may be called by any Director, or by the RCV CET Commander.
- 6.5 The RCV CET Board may apply for grants, approve contracts, including agreements for the rental of real property, incur expenses and make expenditures necessary and incidental to the effectuation of the purpose for which the RCV CET is organized as described in Section 1 of this Agreement and consistent with the powers of the RCV CET Board.
- 6.6 The RCV CET Board will develop and approve RCV CET priorities, a RCV CET budget, and RCV CET operational policies and procedures.
- 6.7 The RCV CET Board shall cooperate with other federal, state, and local law enforcement agencies when appropriate and necessary to accomplish the purpose for which the RCV CET is organized.
- 6.8 The RCV CET Board may not incur debts.
- 6.9 The RCV CET Board shall make the RCV CET books, reports, and records open to inspection by the Agencies at all reasonable times.
- 6.10 The RCV CET Board has sole authority to incur obligations and approve contracts and take final action on behalf of the RCV CET.
- 6.11 The RCV CET Board may not incur obligations or approve contracts that extend beyond the Initial Term or any Renewal Term of this Agreement or which will require the expenditure of funds in excess of RCV CET Funds available.
- 6.12 Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties hereto or as constituting one of the Agencies or Parties as the agent, representative or employee of any of the other Agencies or Parties for any purpose or in any manner whatsoever.
- 6.13 The RCV CET Board shall make a quarterly statistical report and a financial report to the Parties on all activities conducted by the RCV CET.

7. RCV CET Operations

- 7.1 Daily operation and responsibility for carrying out the purpose of the RCV CET shall be under the direction of the RCV CET Commander, selected by the Fiscal Agent.

7.2 The RCV CET Commander will plan and coordinate case activities and direct investigative activities based on intelligence provided by the Agencies, with priorities as determined by the RCV CET Board.

8. Finances

8.1 RCV CET operations will be financed from the RCV CET Byrne grant funding; is subject to the Terms and Conditions and Grant Program Guidelines, incorporated herein by reference; and may be additionally funded by supplemental funding from participating Agencies and/or from RCV CET drug forfeiture funds as necessary to meet the Parties' matching fund obligations under the terms of the grant agreement ("RCV CET Funds").

8.2 Ramsey County shall serve as the Fiscal Agent for the RCV CET.

8.3 Ramsey County, as Fiscal Agent, is authorized to receive all RCV CET Funds for deposit and make disbursements therefrom in accordance with generally accepted accounting practices and procedures. In conjunction therewith, the Ramsey County Sheriff's Office Accounting Division shall maintain current and accurate records of all obligations and expenditures of RCV CET Funds.

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

8.5 The Ramsey County Sheriff's Office shall make and submit to the RCV CET Board a quarterly report of the budget status of the RCV CET Funds.

9. RCV CET Personnel

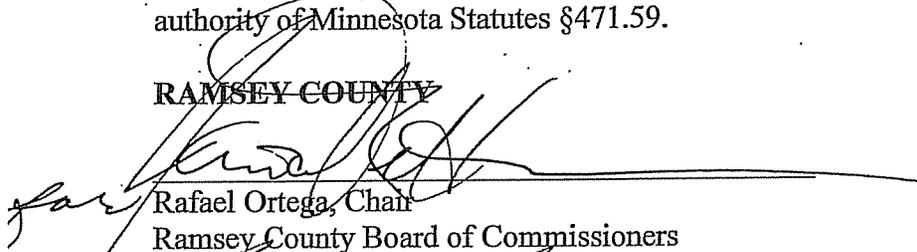
9.1 The Agencies shall assign licensed peace officers and/or civilian personnel to the RCV CET as needed to carry out its purpose and to perform their responsibilities under this Agreement.

9.2 All personnel assigned to the RCV CET ("RCV CET Personnel") shall remain employees of the Party whose Agency assigned the personnel and shall not be considered temporary or permanent employees of any of the other Parties or Agencies or the RCV CET for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another of the Parties. The Parties acknowledge their individual responsibility to provide all salary compensation and fringe benefits to their employees while performing services on behalf of the RCV CET. Benefits may include, but are not limited to, health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, PERA, vacation, sick leave, and unpaid leave of absence.

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

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

RAMSEY COUNTY


Rafael Ortega, Chair
Ramsey County Board of Commissioners

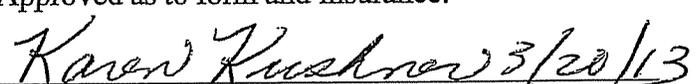

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: 3/26/13
2013-090

Approval recommended:


Matt Bostrom, Ramsey County Sheriff

Approved as to form and insurance:


Assistant County Attorney

CITY OF MAPLEWOOD

By: _____
Will Rossbach, Mayor

Date: _____

Approval recommended:

Dave Kvam, Police Chief
Maplewood Police Department

Approved as to form and legality:

City Attorney

Financial Services Director

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner McGuire Date: March 26, 2013 No. 2013-090

Attention: Sheriff

=====

WHEREAS, The State of Minnesota Department of Public Safety provides funding for a multi-agency Violent Crime Enforcement Team ("VCET") in Ramsey County; and

WHEREAS, The VCET must be established by a Joint Powers Agreement and governed by an advisory board with representatives from each participating law enforcement agency and a representative of the County Attorney's Office; and

WHEREAS, In 2010, by County Board Resolution 2010-187, the County Board approved the VCET Joint Powers Agreement; and

WHEREAS, Both the cities of Lino Lakes and North St. Paul have withdrawn from the VCET since 2010, and the city of New Brighton has joined; and

WHEREAS, Participating agencies of the VCET now include: the Ramsey County Sheriff's Office, the Ramsey County Attorney's Office, the St. Paul Police Department, and the Maplewood, New Brighton, Roseville and White Bear Lake Police Departments; and

WHEREAS, There are no other significant changes to the Joint Powers Agreement; and

WHEREAS, The Ramsey County Sheriff's Office recommends approval of the VCET Joint Powers Agreement; Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners approves the Joint Powers Agreement of the Ramsey County Violent Crime Enforcement Team; and Be It Further

RESOLVED, The Board authorizes the Chair and Chief Clerk to execute the Joint Powers Agreement.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Toni Carter	X		
Blake Huffman	X		
Jim McDonough	X		
Mary Jo McGuire	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Rafael Ortega			Absent

Rafael Ortega, Chair

By: 
Bonnie C. Jackelen
Chief Clerk - County Board

AGENDA REPORT

To: City Manager James Antonen
From: Acting Chief of Police David Kvam
Subject: Approval of Vehicle Storage and Auction Agreement With MidAmerica Auctions, Inc.
Date: June 17, 2013

Introduction

The Police Department would like to enter into a Vehicle Storage and Auction Agreement with MidAmerica Auctions, Inc., and City Council approval is required to enter into this Agreement.

Background

The Police Department needs to have a secure off-site location to store confiscated vehicles, and MidAmerica Auctions has indoor secure storage and outside storage at their facility in Roseville. They are also able to hold a public auction for any vehicles the Police Department wishes to have sold via auction.

This Agreement will be for one year, starting in July of 2013 until July of 2014, and will automatically be renewed unless either party notifies the other, in writing, of its intention not to renew the Agreement at least 60 days prior to the end of the initial or renewal term or if either party is default in any of the material terms of the Agreement.

Budget Impact

The storage fee will be \$100 per month for indoor storage or \$50 per month for outdoor storage. MidAmerica will recommend whether a vehicle should be stored indoors or outdoors based on its condition or monetary value.

For vehicles sold at auction, MidAmerica will withhold a sale fee, based on the auction sales price, for each vehicle. They may also withhold a cleaning and detail service fee, if performed, and any vehicle repair fees, if performed, from the proceeds of the vehicle sale.

Recommendation

It is recommended that the City Council approve this Agreement with MidAmerica Auctions for the storage of and/or auction of confiscated vehicles.

Action Required

Submit to the City Council for review and approval.

DAK:js

VEHICLE STORAGE AND AUCTION AGREEMENT

This vehicle storage and auction agreement ("agreement") is entered into this _____ day of _____, 2013 by and between City of Maplewood Police Department ("MWPDP", "Police Dept") and MidAmerica Auctions, Inc. ("MidAmerica") a corporation located at 2755 Long Lake Road, Roseville, Minnesota.

The City of Maplewood (MWPDP) desires to store vehicles for the MWPDP in a secure off-site location. MidAmerica has indoor secure storage and outside storage within the City of Roseville and is willing to store these vehicles and, if appropriate, hold a public auction of these vehicles and any MWPDP vehicles that they wish to be auction.

All vehicles will be towed or driven to the MidAmerica Auctions storage facility, 2755 Long Lake Road, Roseville, MN 55113 by an employee of the City of Maplewood or by the towing firm contracted by the City of Maplewood. The MWPDP and the contracted towing firm will have 24 hour access to the outdoor storage facility. The MWPDP and contracted towing firm will be given an access card for the outdoor facility. All access codes are to be used by MWPDP employees and the contracted towing firm only. MidAmerica will enter into inventory any vehicles left by the MWPDP or contracted towing firm overnight and notify MWPDP the next day. The MWPDP will have a designated area within the outdoor storage area.

In consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **Vehicles Stored.** MidAmerica agrees to store vehicles, indoor or outdoor, at the request of the MWPDP. The MWPDP will remove any contraband from the vehicle, and remove the license plates, if necessary, prior to transporting the vehicle to MidAmerica. Within 72 hours of the MWPDP delivery of the vehicle to MidAmerica, MidAmerica will complete an "Incoming Vehicle Inspection Report" to determine if the vehicle should be stored indoor or outdoor. This report will be forwarded to the MWPDP for decision of storage location.
2. **Duration of Storage.** MidAmerica agrees to store these vehicles until either:
 - a. The MWPDP picks up the vehicle; or
 - b. The MWPDP notifies MidAmerica that the vehicle is eligible for public auction, and presents the title; or
 - c. Within 30 days of MWPDP taking ownership of these vehicles, MidAmerica may determine that the vehicle's condition prevents it from being suitable for auction, notifies the MWPDP, and the MWPDP authorizes an alternate disposition of the vehicle.
3. **Storage Fees**
 - a. The storage fee will be \$100 per month for indoor storage or \$50 per month for outdoor storage at 2755 Long Lake Road, Roseville, Minnesota. MidAmerica will recommend to MWPDP either indoor or outdoor storage based upon the vehicle's condition or its monetary value. MidAmerica will conduct a vehicle inventory on the 15th of each month. That inventory will be included with a statement showing which vehicle is stored indoors or outdoors. This inventory and statement showing the appropriate charges will be mailed to the City of Maplewood for payment.

4. Vehicle Auction

- a. The MWPD will notify MidAmerica when a vehicle is eligible for auction. Vehicles eligible for auction will be sold at a public auction conducted by MidAmerica at a designated site or as an online internet auction.
- b. At least fifteen calendar days prior to the public auction, MidAmerica will notify the MWPD, in writing, of the date, time and location of the auction and a complete listing of all vehicles that will be offered for auction on that date.
- c. MidAmerica will advertise the public auction through local newspaper ads and on its website. MidAmerica may advertise the vehicles as forfeited vehicles, vehicles seized by the MWPD, or, if appropriate, retired City of Maplewood vehicles. MidAmerica will not advertise the auction as a "City of Maplewood" or "Maplewood Police Department Auction", or take other action that attributes the auction to the City of Maplewood.
- d. Within 45 days of the vehicle being eligible, MidAmerica Auctions will offer the vehicle at Public Auction. The MWPD may pick up any eligible vehicle that is not offered at public auction without incurring additional storage fees, and dispose of the vehicle at its discretion.

5. Sell Fees and Auction Proceeds

- a. For any and all vehicles sold at public auction under this Agreement, MidAmerica will be entitled to withhold a sale fee, based on the auction sale price, for each vehicle as set forth in the Consignment Fee Schedule, here after referred to as Exhibit A.
- b. MidAmerica may withhold a cleaning and detail service fee, up to \$150, from the auction sale price if these services were performed.
- c. MidAmerica may withhold repair fees from the auction sale price, as authorized by the MWPD.
- d. MidAmerica will pay to the MWPD the auction sale price, less the sell fee, cleaning and detail service fee, and any authorized repair fees ("auction proceeds.")
- e. The payment for the auction proceeds, and a Consignment Agreement/Public Auction document will be available to be picked up by the MWPD at MidAmerica's office within 7 business days of the auction. It will be mailed to the MWPD upon request.

6. Vehicles Not Sold at Auction. In the event that a vehicle, eligible for auction, is not or cannot be sold at public auction, MidAmerica may sell the vehicle for scrap or otherwise offer the vehicle for sale, provided that the MWPD gives prior approval for such a disposition. A vehicle sold for scrap or for parts sale will not be subject to the sell fee. Internet sale of parts must be specified and approved by MWPD. MidAmerica will be entitled to retain a portion of the sale price up to \$100 as a processing fee. Any amount over \$100 will be paid to the MWPD. The payment, and/or the sales record will be available to be picked up by the MWPD at MidAmerica's office within five business days of the sale.

7. Storage Premises. MidAmerica agrees to store vehicles transported to MidAmerica in a secure facility owned or leased by MidAmerica. The facility will be suitable for the storage of motor vehicles, and will comply with all city, county, state, and federal regulations regarding motor vehicle storage, including but not limited to regulations regarding zoning, fire, pollution, and hazardous materials.

8. **No Tampering.** MidAmerica Auctions agrees not to remove, relocate or otherwise tamper with the stored vehicles without the MWPD prior written authorization or consent.
9. **Keys.**
The keys and electronic access devices for the stored vehicles will be retained by MidAmerica. MidAmerica agrees not to make copies of the key or device, and to take reasonable steps to secure the key or device in a lock box while in its possession and control.
10. **Department Access.** The MWPD, or the MWPD designee, will have access to the storage facility at any time, and without notice, during MidAmerica's regular business hours. MidAmerica will cooperate with MWPD requests for access to the storage facility that may occur outside MidAmerica's regular business hours (Monday-Friday 9am-5pm).
11. **No Access by Owner.** MidAmerica will not allow anyone, other than the MWPD, to have access to the storage facility for the purpose of inspecting or retrieving a seized vehicle or retrieving the contents of the vehicle. The MWPD will be responsible for all communications with the owner or entity authorized to have access to the vehicle, and the MWPD designee will be responsible for the removal of the contents of the vehicle, if necessary.
12. **No Authority to Release.** MidAmerica will have no authority to take out or release a MWPD vehicle to anyone other than the MWPD designee, or upon presentation of an agreement to release settlement signed by MWPD and the party to whom it is to be released in original ink.
13. **Maintenance of Property.** MidAmerica will, at its own expense, maintain the storage facility and parking and loading areas in a safe and suitable condition. MidAmerica will be responsible for detecting, storing and disposing of any hazardous or polluting substances, including but not limited to oil, gas, anti-freeze, and coolant, from the stored vehicles.
14. **Term/Renewals.**
 - a. The initial term of this lease will be one year, commencing on July____, 2013 and ending on July _____, 2014;
 - b. The Department will have the right to extend this agreement for additional and successive terms subject to © below;
 - c. This Agreement will automatically be renewed for each successive renewal term unless (1) either party notifies the other, in writing, of its intention not to renew the Agreement at least sixty (60) days prior to the end of any initial or renewal term; or (2) either party is in default of any of the material terms of the Agreement.
15. **Insurance.**
The obligation to provide automobile insurance will be, at all times, the responsibility of the vehicle's owner. MidAmerica Auctions will have general liability insurance while a vehicle is stored inside the building.
16. **Damage or Destruction.** If the storage facility or any portion thereof is destroyed or damaged so as to hinder its effective use for vehicle storage, the MWPD may elect to terminate this Agreement upon thirty (30) days' written notice to MidAmerica. In such event, all rights and obligations of the parties will cease as of the date of the damage or destruction.

17. **Employees.** The owner/operator and employees of MidAmerica will not be employees of the MWPD.
18. **Indemnification.** MidAmerica will indemnify, defend, and hold harmless the MWPD and the City of Maplewood and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by, which arise from the negligence, willful misconduct or breach of this Agreement.
19. **Termination.** Except as otherwise provided herein, this Agreement may be terminated as follows: (a) by either party upon a default, which default is not cured within sixty (60) days of receipt of written notice of default to the other party; (b) by MWPD upon 60 days written notice, (c) by MidAmerica upon 60 days written notice, if it is unable to obtain or maintain any license, permit, or to get governmental approval necessary for the vehicle storage or for MidAmerica's business operation; (d) by mutual agreement of the parties. Within 60 days written notice of termination of this Agreement, the MWPD will remove all stored vehicles from the Property. If the termination is due to MidAmerica's fault, MidAmerica will reimburse the MWPD for the expense of removing the vehicles and transporting them to a site selected by the MWPD. Such reimbursement will be due and payable within 30 days of written notice to MidAmerica.
20. **Notices.** All notices, requests, demands, and other communications hereunder will be in writing and will be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by a nationally recognized overnight courier service to the following addresses:
- If to the Department: City of Maplewood
1830 East County Road B
Maplewood, MN 55109
- If to MidAmerica Auctions: 2755 Long Lake Road
St Paul, MN 55113
Attn: Sandy Doll
21. **No Liability on the City of Maplewood.** The City of Maplewood will not be liable for damage to MidAmerica's property or facilities caused by third parties, known or unknown.
22. **No Assignment.** MidAmerica may not assign or sublet this Agreement without the prior written consent of the MWPD.
23. **Entire Agreement.** This Agreement, with it Exhibit A, constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. Any modification of or amendment to this Agreement must be in writing and executed by both parties.
24. **Terms Construed.** This Agreement will be construed in accordance with the laws of the State of Minnesota.

25. **Separability.** If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

This Agreement was executed as of the date set above.

Dated: _____, 2013

_____ by: _____

Its:

And: _____

Its: City Manager

MIDAMERICA AUCTIONS, INC

Dated: _____, 2013

_____ by: _____

Its: Director of Operations

AGENDA REPORT-

TO: James Antonen, City Manager
FROM: Michael Thompson, Director of Public Works/City Engineer
 Steven Love, Assistant City Engineer
 Jon Jarosch, Civil Engineer I
SUBJECT: Resolution Approving Final Payment and Acceptance of Project, Western Hills Area Street Improvements, City Project 10-14
DATE: June 13, 2013

INTRODUCTION

The contractor, T.A. Schifsky and Sons, has completed the project improvements for the Western Hills Area Street Improvements; City Project 10-14. The council will consider approving the attached resolution approving final payment to the contractor and for acceptance of project.

BACKGROUND

On May 9, 2011, the council awarded T.A. Schifsky and Sons, Inc. a construction contract for utility and roadway improvements in the amount of \$5,406,359.31. The following change orders were approved by the city council:

Change Order #1:	\$29,307.90	Approved 7/11/2011
Change Order #2:	<u>-\$54,634.80</u>	<u>Approved 8/22/2011</u>
Total Change Order:	<u>-\$25,326.90</u>	

The revised construction contract total as approved is \$5,381,032.41. The final construction cost is \$5,315,622.70 which is \$65,409.71 below the approved contract amount. T.A. Schifsky and Sons, Inc. provided the Consent of Surety to Final Payment, Contractor’s Withholding Affidavits (IC 134s), and Affidavits of Release of Liens.

BUDGET IMPACT

The current approved budget for the project is \$7,152,700. The current expenses incurred to date fall within the allocated budget. Once all financial transactions have been completed staff will bring back the final financial plan and recommend closure of the project fund in coordination with the Finance Director.

RECOMMENDATION

It is recommended that the city council approve the attached resolution Approving Final Payment and Acceptance of Project for the Western Hills Area Street Improvements, City Project 10-14.

Attachments:

1. Resolution Approving Final Payment and Acceptance of Project
2. Final Payment Application
3. Location Map

RESOLUTION
APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT
CITY PROJECT 10-14

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered Improvement Project 10-14, the Western Hills Area Street Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the City Engineer for the City of Maplewood has determined that the Western Hills Area Street Improvements, City Project 10-14, is complete and recommends acceptance of the project.

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

1. City Project 10-14 is complete and maintenance of these improvements is accepted by the city; and the final construction cost is \$5,315,622.70. Final payment to T.A. Schifsky and Sons, Inc., Incorporated, and the release of any retainage or escrow is hereby authorized.

Approved this 24th day of June 2013.

APPLICATION FOR FINAL PAYMENT PAYMENT NO. 13

Contract: City Project 10-14
Owner: City of Maplewood, Minnesota
Contractor: T.A. Schifsky and Sons
Project: Western Hills Area Street Improvement

Application Date: 6/14/2013
For Period Ending: 6/14/2013

Original Contract Amount:	\$ 5,406,359.31
Contract Amendments:	\$ (25,326.90)
Contract Amount to Date:	\$ 5,381,032.41
Total Amount of Work Completed to Date:	\$ 5,315,622.70
Material Stored On-Site but not in Work:	\$ -
Gross Amount Due to Date:	\$ 5,315,622.70
Less 0.00% Retainage	\$ -
Amount Due to Date:	\$ 5,315,622.70
Less Previous Payments:	\$ 5,298,509.81
Total Due This Application:	\$ 17,112.89

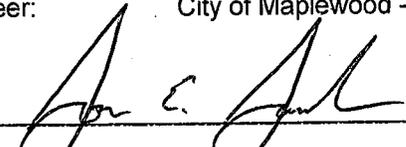
I hereby certify that all items and amounts shown are correct for the work completed to date.

Contractor: T.A. Schifsky and Sons

By:  Date: 6-14-2013

The Work on this project and application for payment have been reviewed and the amount shown is recommended for payment.

Engineer: City of Maplewood - Public Works Department

By:  Date: 6/14/2013

Approved for Payment

Owner: City of Maplewood

By: _____ Date: _____

PAYMENT HISTORY

Contract: City Project 10-14
Owner: City of Maplewood, Minnesota
Contractor: T.A. Shifsky and Sons
Project: Western Hills Area Street Improvements

Payment Number	Payment Cutoff Date	Payment App Date	Amount
1	6/13/2011	6/15/2011	\$ 630,279.20
2	6/24/2011	6/29/2011	\$ 342,853.77
3	7/15/2011	7/20/2011	\$ 565,057.28
4	8/5/2011	8/10/2011	\$ 793,062.90
5	8/26/2011	9/1/2011	\$ 706,695.25
6	9/23/2011	9/28/2011	\$ 791,574.03
7	10/21/2011	10/26/2011	\$ 736,024.67
8	12/9/2011	12/14/2011	\$ 459,743.87
9	4/10/2012	4/11/2012	\$ 66,029.49
10	8/28/2012	8/28/2012	\$ 50,601.76
11	11/7/2012	11/7/2012	\$ 88,539.50
12	4/30/2013	4/30/2013	\$ 68,048.09
			\$ 5,298,509.81

Contract: City Project 10-14
 Owner: City of Maplewood, Minnesota
 Project: Western Hills Area Street Improvements
 Contractor: T.A. Schifsky and Sons, Inc.
 Pay Est#: 13

Item No.	Description	Unit	Contract Quantity	Unit Price	Extended	To-date Quantity	To-date Extended
2021.501	MOBILIZATION	LS	1	\$ 150,000.00	\$ 150,000.00	1.00	\$ 150,000.00
2101.506	CLEARING AND GRUBBING	EACH	114	\$ 254.80	\$ 29,047.20	164.50	\$ 41,914.94
2101.507	CLEARING AND GRUBBING	ACRE	1	\$ 7,280.00	\$ 7,280.00	1.36	\$ 9,901.96
2104.501	REMOVE RETAINING WALL (WOOD, BLOCK, CMU, POURED)	LF	10	\$ 31.20	\$ 312.00	10.00	\$ 312.00
2104.501	REMOVE WOOD FENCE	LF	445	\$ 2.08	\$ 925.60	417.00	\$ 867.36
2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	943	\$ 1.55	\$ 1,461.65	1119.00	\$ 1,734.45
2104.501	REMOVE STORM SEWER PIPE (ANY SIZE & TYPE)	LF	1286	\$ 11.33	\$ 14,570.38	1184.00	\$ 13,414.72
2104.501	REMOVE SANITARY SEWER PIPE	LF	285	\$ 2.06	\$ 587.10	233.00	\$ 479.98
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT / TRAIL	SY	7019	\$ 1.34	\$ 9,405.46	6648.60	\$ 8,909.12
2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT (INCLUDES ANY BIT CURB)	SY	29396	\$ 1.34	\$ 39,390.64	58792.00	\$ 78,781.28
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT/APRON	SY	2771	\$ 1.65	\$ 4,572.15	2828.20	\$ 4,666.53
2104.505	REMOVE CONCRETE WALK / STEPS	SF	1882	\$ 1.03	\$ 1,938.46	1564.73	\$ 1,611.67
2104.505	SALVAGE BRICK PAVERS	SY	46	\$ 10.30	\$ 473.80	22.30	\$ 229.69
2104.505	SALVAGE AND RE-SHAPE EXISTING IN-PLACE AGGREGATE BASE	SY	6907	\$ 2.00	\$ 13,814.00	6544.00	\$ 13,088.00
2104.506	BITUMINOUS ROADWAY RECLAMATION	SY	29396	\$ 0.01	\$ 293.96	0.00	\$ -
2104.509	REMOVE DRAINAGE STRUCTURE (CB, MH, CB-MH, OR FES)	EACH	28	\$ 391.40	\$ 10,959.20	27.00	\$ 10,567.80
2104.513	SAW ROADWAY BITUMINOUS PAVEMENT (FULL-DEPTH)	LF	2078	\$ 2.08	\$ 4,322.24	1567.00	\$ 3,259.36
2104.521	SALVAGE RETAINING WALL (ALL TYPES)	LF	229	\$ 8.32	\$ 1,905.28	139.00	\$ 1,158.48
2104.521	SALVAGE DECORATIVE BLOCK LANDSCAPE EDGER OR SHORT WALL	LF	364	\$ 4.16	\$ 1,514.24	717.11	\$ 2,983.18
2104.521	SALVAGE WOOD FENCE, SPLIT RAIL AND/OR PLANK	LF	31	\$ 15.60	\$ 483.60	120.00	\$ 1,872.00
2104.521	SALVAGE CHAIN LINK FENCE -ALL TYPES	LF	718	\$ 5.20	\$ 3,733.60	683.96	\$ 3,558.60
2104.523	SALVAGE STORM SEWER CASTING	EACH	20	\$ 36.05	\$ 721.00	37.00	\$ 1,333.85
2104.523	SALVAGE SANITARY SEWER CASTING	EACH	74	\$ 66.95	\$ 4,954.30	73.00	\$ 4,887.35
2104.525	PLUG, FILL, AND ABANDON STORM SEWER PIPE	LS	1	\$ 2,266.00	\$ 2,266.00	1.15	\$ 2,605.90
2104.602	SALVAGE MAILBOX ASSEMBLY (ANY NUMBER OF BOXES AND POSTS)	EACH	197	\$ 20.00	\$ 3,940.00	197.00	\$ 3,940.00
2104.602	SALVAGE COMBINED MAILBOX UNIT AND APPURTENANCES	EACH	1	\$ 100.00	\$ 100.00	1.00	\$ 100.00
2104.602	SALVAGE FLARED END SECTION	EACH	1	\$ 690.10	\$ 690.10	0.00	\$ -
2105.501	COMMON EXCAVATION, CY (EV) (P)	CY	23734	\$ 8.53	\$ 202,451.02	23734.00	\$ 202,451.02
2105.507	SUBGRADE EXCAVATION, CY (EV)	CY	13972	\$ 7.59	\$ 106,047.48	6663.00	\$ 50,572.17
2105.507	ADDITIONAL SUBGRADE EXCAVATION, CY (EV)	CY	5000	\$ 7.59	\$ 37,950.00	2424.50	\$ 18,401.96
2105.507	POND SUBGRADE EXCAVATION, CY (EV)	CY	940	\$ 8.79	\$ 8,262.60	940.00	\$ 8,262.60
2105.515	UNCLASSIFIED EXCAVATION (EV) (SEE EARTHWORK SCHEDULES)	CY	4155	\$ 9.46	\$ 39,306.30	2899.00	\$ 27,424.54
2105.521	GRANULAR BORROW (CV)	CY	968	\$ 9.31	\$ 9,012.08	968.00	\$ 9,012.08
2105.522	SELECT GRANULAR BORROW, CY (CV)	CY	13972	\$ 9.31	\$ 130,079.32	7652.29	\$ 71,242.80
2105.522	ADDITIONAL SELECT GRANULAR BORROW, CY (CV)	CY	5000	\$ 9.31	\$ 46,550.00	0.00	\$ -
2105.526	SELECT TOPSOIL BORROW, CY	CY	6561	\$ 12.48	\$ 81,881.28	8363.44	\$ 104,375.73
2105.543	TEMPORARY STABILIZING AGGREGATE, CLASS 6	TON	961	\$ 9.90	\$ 9,513.90	70.60	\$ 698.94
2105.543	TEMPORARY STABILIZING AGGREGATE, 1.5-INCH MINUS	TON	192	\$ 29.00	\$ 5,568.00	557.37	\$ 16,163.73
2105.601	CONSTRUCT ACCESS ROAD (JACKSON HOLE)	LS	1	\$ 2,600.00	\$ 2,600.00	2.50	\$ 6,500.00
2105.604	GEOTEXTILE FABRIC TYPE V (SUBCUT)	SY	21830	\$ 1.92	\$ 41,913.60	3740.00	\$ 7,180.80
2105.609	HAUL & DISPOSE CONTAMINATED MATERIAL AND/OR DEBRIS IMPACTED SOIL	TON	300	\$ 24.95	\$ 7,488.00	397.00	\$ 9,909.12
2123.601	EQUIPMENT RENTAL (REMOVE/SALVAGE MISC. LANDSCAPE ITEMS)	LS	1	\$ 25,000.00	\$ 25,000.00	0.998	\$ 24,938.25
2123.610	STREET SWEEPER WITH PICKUP BROOM	hour	171	\$ 90.00	\$ 15,390.00	249.00	\$ 22,410.00
2123.610	POTHOLING FOR INFILTRATION TESTS	EACH	8	\$ 200.00	\$ 1,600.00	1.00	\$ 200.00
2130.501	WATER FOR DUST CONTROL	M GAL	538	\$ 30.00	\$ 16,140.00	527.00	\$ 15,810.00
2211.501	AGGREGATE BASE CLASS 6 FOR BITUMINOUS DRIVEWAYS, 6-INCH THICKNESS	SY	6524	\$ 3.50	\$ 22,834.00	5995.70	\$ 20,984.95
2211.501	AGGREGATE BASE CLASS 6 FOR CONCRETE DRIVEWAYS, 4-INCH THICKNESS	SY	3115	\$ 3.30	\$ 10,279.50	2829.00	\$ 9,335.70
2211.501	AGGREGATE BASE CLASS 6 FOR WALKS, 4-INCH THICKNESS	SY	704	\$ 3.30	\$ 2,323.20	195.50	\$ 645.15
2211.501	AGGREGATE BASE CLASS 6 FOR STREETS	TON	32994	\$ 9.90	\$ 326,640.60	34916.00	\$ 345,668.40
2211.501	ADDITIONAL AGGREGATE BASE CLASS 6 FOR STREETS FOR SUBGRADE SUPPORT	TON	400	\$ 9.75	\$ 3,900.00	0.00	\$ -
2211.501	AGG. SURFACING, CL. 5 (100% CR. LIMESTONE) FOR GRAVEL DWYS, 6" THICKNESS	SY	272	\$ 6.00	\$ 1,632.00	283.67	\$ 1,702.00
2232.603	MILL BITUMINOUS PAVEMENT, 1.5" DEPTH @ MINIMUM 18" WIDE	LF	2148	\$ 6.00	\$ 12,888.00	1818.00	\$ 10,908.00
2331.603	BITUMINOUS ROAD PAVEMENT CONTROL JOINT SAW AND SEAL	LF	12301	\$ 1.94	\$ 23,863.94	13306.00	\$ 25,813.64
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	2542	\$ 2.00	\$ 5,084.00	3241.80	\$ 6,483.60
2360.501	TYPE SP-12.5 WEARING COURSE MIXTURE (2,B)	TON	4434	\$ 60.00	\$ 266,040.00	4852.00	\$ 291,120.00
2360.502	TYPE SP-12.5 NON-WEARING COURSE MIXTURE (2,B)	TON	5848	\$ 59.00	\$ 345,032.00	6307.45	\$ 372,139.42
2360.503	TYPE SP-9.5 WEARING COURSE MIXTURE (2,L) 3" THICK DRIVEWAY OR TRAIL	SY	6106	\$ 12.50	\$ 76,325.00	6331.70	\$ 79,146.25
2360.503	TYPE SP-12.5 WEARING COURSE MIXTURE (3,B), 1.5-INCH COMM DWY LIFT	SY	853	\$ 8.00	\$ 6,824.00	1161.10	\$ 9,288.80
2360.503	TYPE SP-12.5 NON-WEARING COURSE MIXTURE (3,B), 1.5-INCH COMM DWY LIFT	SY	853	\$ 8.00	\$ 6,824.00	1161.10	\$ 9,288.80
2411.604	DRY-STACK IRREGULAR STONE RETAINING WALLS	SF	950	\$ 26.00	\$ 24,700.00	1314.50	\$ 34,177.00
2411.618	ENGINEERED MODULAR BLOCK RETAINING WALL	SF	4414	\$ 19.57	\$ 86,381.98	5951.60	\$ 116,472.81
2451.503	GRANULAR BACKFILL (WATER, SANITARY, STORM)	CY	900	\$ 15.60	\$ 14,040.00	335.50	\$ 5,233.80
2451.603	AGGREGATE PIPE FOUNDATION PER STANDARD PLATE NO. 440	LF	293	\$ 12.36	\$ 3,621.48	233.00	\$ 2,879.88
2501.525	12-INCH HDPE PIPE APRON	EACH	2	\$ 432.60	\$ 865.20	2.00	\$ 865.20
2501.525	15-INCH HDPE PIPE APRON	EACH	1	\$ 442.90	\$ 442.90	1.00	\$ 442.90
2501.525	18-INCH HDPE PIPE APRON	EACH	1	\$ 473.80	\$ 473.80	0.00	\$ -
2501.525	18-INCH RC PIPE APRON	EACH	1	\$ 751.90	\$ 751.90	2.00	\$ 1,503.80
2501.525	24-INCH RC PIPE APRON	EACH	5	\$ 1,133.00	\$ 5,665.00	6.00	\$ 6,798.00
2501.525	27-INCH RC PIPE APRON	EACH	1	\$ 1,771.60	\$ 1,771.60	2.08	\$ 3,684.93
2501.525	36-INCH RC PIPE APRON	EACH	2	\$ 2,142.40	\$ 4,284.80	1.00	\$ 2,142.40
2501.602	REINSTALL SALVAGED FLARED END SECTION	EACH	1	\$ 566.50	\$ 566.50	0.00	\$ -
2502.541	4" PERFORATED DRAIN TUBING WITH SOCK (STREET SUBCUT)	LF	1990	\$ 3.33	\$ 6,626.70	1202.07	\$ 4,002.90
2503.511	18-INCH CORRUGATED SMOOTH WALL PERFORATED HDPE PIPE	LF	521	\$ 31.93	\$ 16,635.53	401.00	\$ 12,803.93

Item No.	Description	Unit	Contract Quantity	Unit Price	Extended	To-date Quantity	To-date Extended
2503.511	12-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	2872	\$ 15.45	\$ 44,372.40	2834.00	\$ 43,785.30
2503.511	15-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	298	\$ 17.00	\$ 5,066.00	269.00	\$ 4,573.00
2503.511	18-INCH CORRUGATED SMOOTH WALL HDPE PIPE SEWER	LF	1226	\$ 19.36	\$ 23,735.36	1544.00	\$ 29,891.84
2503.511	12-INCH RC PIPE SEWER CL V	LF	5	\$ 21.63	\$ 108.15	0.00	\$ -
2503.511	18-INCH RC PIPE SEWER CL V	LF	936	\$ 24.72	\$ 23,137.92	1011.00	\$ 24,991.92
2503.511	21-INCH RC PIPE SEWER CL V	LF	620	\$ 27.81	\$ 17,242.20	539.00	\$ 14,989.59
2503.511	24-INCH RC PIPE SEWER CL IV	LF	1117	\$ 30.90	\$ 34,515.30	1139.00	\$ 35,195.10
2503.511	27-INCH RC PIPE SEWER CL IV	LF	104	\$ 46.35	\$ 4,820.40	89.00	\$ 4,125.15
2503.511	30-INCH RC PIPE SEWER CL V	LF	732	\$ 56.65	\$ 41,467.80	417.35	\$ 23,642.85
2503.511	36-INCH RC PIPE SEWER CL V	LF	47	\$ 78.28	\$ 3,679.16	122.00	\$ 9,550.16
2503.602	CONNECT TO EXISTING STORM SEWER PIPE	EACH	9	\$ 1,081.50	\$ 9,733.50	10.00	\$ 10,815.00
2503.602	CONNECT TO EXISTING STORM SEWER / CORE DRILL	EACH	1	\$ 1,596.50	\$ 1,596.50	2.00	\$ 3,193.00
2503.602	CONNECT TO EXISTING SANITARY STRUCTURE PER PLATE 400 W/KOR-N-SEAL BOOT	EACH	2	\$ 1,339.00	\$ 2,678.00	2.00	\$ 2,678.00
2503.602	8" x 4" OR 8" x 6" SCHEDULE 40 SERVICE WYE	EACH	4	\$ 238.90	\$ 947.60	3.00	\$ 710.70
2503.603	8"PVC, SDR 35 SANITARY SEWER PIPE	LF	285	\$ 29.87	\$ 8,512.95	233.00	\$ 6,959.71
2503.603	PIPE BEDDING FOR PVC SANITARY SEWER PIPE PER STD PLATE 440	LF	235	\$ 4.12	\$ 968.20	0.00	\$ -
2503.603	PIPE BEDDING FOR HDPE STORM SEWER, PER STD PLT 440	LF	2400	\$ 3.09	\$ 7,416.00	0.00	\$ -
2503.603	4" OR 6" PVC, SCH. 40 SANITARY SEWER SERVICE PER PLATE 410 OR 410A	LF	3002	\$ 44.29	\$ 132,958.58	2047.87	\$ 90,700.27
2503.602	REPAIR 8-INCH VCP SANITARY SEWER MAIN AND CONNECT TO MANHOLE	EACH	1	\$ 1,596.50	\$ 1,596.50	1.00	\$ 1,596.50
2503.603	REPAIR 8-INCH VCP SANITARY SEWER MAIN PER STANDARD PLATE 409A	EACH	2	\$ 2,214.50	\$ 4,429.00	9.00	\$ 19,930.50
2503.603	REPAIR 8-INCH SEWER MAIN AND 6-INCH SERVICES WITH SHORT-LINING, TEE-LINING AND GROUT FILL	EACH	2	\$ 7,210.00	\$ 14,420.00	2.00	\$ 14,420.00
2503.603	REPAIR OUTSIDE DROP PER STANDARD PLATE 421	EACH	1	\$ 2,472.00	\$ 2,472.00	1.00	\$ 2,472.00
2503.610	SANITARY SEWER BYPASS PUMPING	hour	14	\$ 103.00	\$ 1,442.00	33.75	\$ 3,476.25
2504.602	ADJUST CURB STOP HOUSING	EACH	264	\$ 103.00	\$ 27,192.00	34.60	\$ 3,563.80
2504.602	ADJUST GATE VALVE BOX	EACH	44	\$ 216.30	\$ 9,517.20	71.08	\$ 15,373.75
2504.602	WATER UTILITY HOLE (EXCAVATE & BACKFILL)	EACH	12	\$ 1,390.50	\$ 16,686.00	8.00	\$ 11,124.00
2504.602	WATER UTILITY OFFSET/REPLACEMENT TRENCH (EXCAVATE & BACKFILL)	EACH	3	\$ 1,648.00	\$ 4,944.00	3.00	\$ 4,944.00
2504.603	REPAIR CURB STOP HOUSING / GATE VALVE BOX	EACH	30	\$ 252.35	\$ 7,570.50	5.00	\$ 1,261.75
2504.603	WATER MAIN TRENCH	LF	10256	\$ 22.66	\$ 232,400.96	10755.00	\$ 243,708.30
2504.603	WATER SERVICE TRENCH	LF	240	\$ 31.93	\$ 7,663.20	658.00	\$ 21,009.94
2504.603	HORIZONTAL DIRECTIONAL DRILL 2-INCH COPPER WATER MAIN	LF	452	\$ 39.14	\$ 17,691.28	0.00	\$ -
2504.604	2" INSULATION	SY	235	\$ 17.51	\$ 4,114.85	209.60	\$ 3,670.10
2506.502	CONSTRUCT 12" NYLOPLAST DRAIN & BASIN	EACH	1	\$ 978.50	\$ 978.50	1.00	\$ 978.50
2506.502	CONSTRUCT 24" NYLOPLAST DRAIN & BASIN	EACH	24	\$ 1,266.90	\$ 30,405.60	23.00	\$ 29,138.70
2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 2x3 BOX	EACH	17	\$ 844.60	\$ 14,358.20	17.00	\$ 14,358.20
2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 27-INCH CB/MH	EACH	1	\$ 700.40	\$ 700.40	0.00	\$ -
2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 48-INCH CB/MH	EACH	57	\$ 1,102.10	\$ 62,819.70	57.00	\$ 62,819.70
2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 60-INCH CB/MH	EACH	24	\$ 2,080.60	\$ 49,934.40	22.00	\$ 45,773.20
2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 72-INCH CB/MH	EACH	2	\$ 2,327.80	\$ 4,655.60	1.00	\$ 2,327.80
2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 84-INCH CB/MH	EACH	3	\$ 3,924.30	\$ 11,772.90	2.00	\$ 7,848.60
2506.521	FURNISH & INSTALL R-1678-A FRAME & SOLID LID OR EQUIV FOR STORM SEWER	EACH	32	\$ 705.55	\$ 22,577.60	25.00	\$ 17,638.75
2506.521	FURNISH & INSTALL R-4342 CASTING OR EQUIV	EACH	1	\$ 448.05	\$ 448.05	2.00	\$ 896.10
2506.521	FURNISH & INSTALL R-3067-V FRAME & GRATE OR EQUIV	EACH	76	\$ 621.09	\$ 47,202.84	97.00	\$ 60,245.73
2506.521	FURNISH & INSTALL NYLOPLAST 1299CGS GRATE OR EQUIV	EACH	1	\$ 133.90	\$ 133.90	1.00	\$ 133.90
2506.521	FURNISH & INSTALL NYLOPLAST 2x3 HIGH FLOW VANE GRATE	EACH	25	\$ 1,138.15	\$ 28,453.75	8.20	\$ 9,332.93
2506.521	FURNISH & INSTALL R-1678-A FRAME & R-1422-0015 LID FOR SANITARY SEWER	EACH	74	\$ 705.55	\$ 52,210.70	70.00	\$ 49,388.50
2506.521	FURNISH & INSTALL CASTING ASSEMBLY, TYPE FORD COVER A-1	EACH	9	\$ 252.35	\$ 2,271.15	6.00	\$ 1,514.10
2506.602	CONSTRUCT WOODEN WIER	EACH	1	\$ 2,451.40	\$ 2,451.40	1.00	\$ 2,451.40
2506.602	RECONSTRUCT CATCH BASIN RING RISER	EACH	2	\$ 154.50	\$ 309.00	2.00	\$ 309.00
2506.602	REINSTALL SALVAGED STORM SEWER CASTING	EACH	21	\$ 51.50	\$ 1,081.50	67.80	\$ 3,491.70
2506.602	REINSTALL SALVAGED SANITARY SEWER CASTING	EACH	1	\$ 442.90	\$ 442.90	0.00	\$ -
2506.602	REPLACE TOPSLAB	EACH	2	\$ 690.10	\$ 1,380.20	0.00	\$ -
2506.602	SEAL SANITARY MANHOLE	EACH	1	\$ 1,751.00	\$ 1,751.00	1.00	\$ 1,751.00
2506.602	CONSTRUCT STORM WATER QUALITY STRUCTURE DESIGN SPECIAL	EACH	7	\$ 34,711.00	\$ 242,977.00	7.00	\$ 242,977.00
2506.603	RECONSTRUCT STORM SEWER MANHOLE	VF	4	\$ 442.90	\$ 1,771.60	4.00	\$ 1,771.60
2506.603	RECONSTRUCT SANITARY SEWER MANHOLE	VF	195	\$ 203.94	\$ 39,768.30	189.00	\$ 38,544.66
2506.607	ROCK INFILTRATION TRENCH W/TYPE V NON-WOVEN GEOTEXTILE FABRIC	CY	125	\$ 45.32	\$ 5,665.00	499.80	\$ 22,650.94
2511.502	RANDOM RIPRAP, CLASS IV	CY	110	\$ 95.79	\$ 10,536.90	119.90	\$ 11,485.22
2511.515	GEOTEXTILE FABRIC, TYPE IV FOR RIP RAP	SY	316	\$ 3.09	\$ 976.44	301.00	\$ 930.09
2511.618	F & I SCOUR STOP W/TURF REINFORCEMENT MAT	SF	64	\$ 24.72	\$ 1,582.08	64.00	\$ 1,582.08
2521.501	4" CONCRETE CARRIAGE WALK	SF	1097	\$ 3.09	\$ 3,389.73	1018.99	\$ 3,148.67
2521.501	4" CONCRETE SIDEWALK	SF	6864	\$ 2.52	\$ 17,297.28	1601.86	\$ 4,036.68
2521.501	4" CONCRETE WALK RISER-STEPS	EACH	1	\$ 144.20	\$ 144.20	1.00	\$ 144.20
2531.501	CONCRETE C&G, DESIGN B612, B618, D412, D312 RIBBON OR TRANSITION	LF	34552	\$ 8.51	\$ 294,037.52	36336.00	\$ 309,219.36
2531.501	CONCRETE VALLEY GUTTER FOR COMMERCIAL DRIVEWAY ENTRANCE (REINFORCED)	LF	426	\$ 20.60	\$ 8,775.60	175.00	\$ 3,605.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT, RESIDENTIAL	SY	2916	\$ 32.45	\$ 94,624.20	2828.70	\$ 91,791.32
2531.507	6" CONCRETE DRIVEWAY PAVEMENT, COMMERCIAL	SY	199	\$ 38.11	\$ 7,583.89	184.96	\$ 7,048.80
2531.507	PAVER DRIVEWAY, RESIDENTIAL	SY	46	\$ 77.25	\$ 3,553.50	5.00	\$ 386.25
2531.532	PEDESTRIAN CURB RAMP	EACH	29	\$ 360.50	\$ 10,454.50	29.00	\$ 10,454.50
2535.501	BITUMINOUS CURB	LF	858	\$ 5.50	\$ 4,719.00	905.00	\$ 4,977.50
2540.602	INSTALL SALVAGED POST WITH SINGLE MAIL AND/OR NEWS BOX	EACH	80	\$ 80.00	\$ 6,400.00	106.00	\$ 8,480.00
2540.602	INSTALL SALVAGED POST WITH MULTIPLE MAIL AND/OR NEWS BOXES	EACH	49	\$ 85.00	\$ 4,165.00	45.00	\$ 3,825.00
2540.602	FURNISH AND INSTALL POST WITH SINGLE MAIL AND/OR NEWS BOX	EACH	44	\$ 105.00	\$ 4,620.00	66.52	\$ 6,985.00
2540.602	FURNISH AND INSTALL POST WITH MULTIPLE MAIL AND/OR NEWS BOXES	EACH	24	\$ 125.00	\$ 3,000.00	25.00	\$ 3,125.00
2540.602	INSTALL SALVAGED NEWSPAPER BOX SUPPORT POST AND BOX(ES)	EACH	10	\$ 10.00	\$ 100.00	17.00	\$ 170.00
2540.602	SALVAGE & REINSTALL LARGE LANDSCAPE ROCK (BOULDER)	EACH	42	\$ 5.00	\$ 210.00	20.00	\$ 100.00
2540.604	INSTALL LANDSCAPE ROCK, ALL TYPES, 3-INCH THICKNESS W/WEED BARRIER	SY	71	\$ 5.00	\$ 355.00	30.00	\$ 150.00
2540.618	INSTALL SALVAGED LANDSCAPE RETAINING WALL (ALL TYPES)	SF	229	\$ 20.00	\$ 4,580.00	263.00	\$ 5,260.00
2557.603	INSTALL SALVAGED DECORATIVE LANDSCAPE FENCE (SPLIT RAIL, PLANK, ETC.)	LF	31	\$ 18.00	\$ 558.00	100.00	\$ 1,800.00
2557.603	INSTALL SALVAGED CHAIN LINK FENCE	LF	718	\$ 9.79	\$ 7,029.22	259.00	\$ 2,535.61

Item No.	Description	Unit	Contract Quantity	Unit Price	Extended	To-date Quantity	To-date Extended
2557.603	FURNISH AND INSTALL SPLIT RAIL FENCE	LF	445	\$ 13.39	\$ 5,958.55	492.00	\$ 6,587.88
2563.602	TYPE III BARRICADE WITH ROAD CLOSURE SIGN	EACH	13	\$ 221.45	\$ 2,878.85	19.00	\$ 4,207.55
2563.602	TEMPORARY STREET NAME SIGNAGE	EACH	31	\$ 87.55	\$ 2,714.05	30.00	\$ 2,626.50
2563.610	POLICE OFFICER - CITY OF MAPLEWOOD	HOUR	16	\$ 82.40	\$ 1,318.40	2.67	\$ 220.00
2563.610	NEIGHBORHOOD TRAFFIC CONTROL	LS	1	\$ 30,900.00	\$ 30,900.00	1.00	\$ 30,900.00
2563.610	TRAFFIC CONTROL AND DETOUR - ROSELAWN AVENUE	LS	1	\$ 12,360.00	\$ 12,360.00	1.00	\$ 12,360.00
2563.610	TRAFFIC CONTROL AND DETOUR - JACKSON STREET	LS	1	\$ 15,450.00	\$ 15,450.00	1.00	\$ 15,450.00
2571.502	DECIDUOUS TREE 2-INCH BALLED & BURLAPPED	EACH	114	\$ 278.10	\$ 31,703.40	93.00	\$ 25,863.30
2571.504	DECIDUOUS SHRUB, # 2 CONTAINER	EACH	100	\$ 37.08	\$ 3,708.00	95.00	\$ 3,522.60
2571.504	DECIDUOUS SHRUB, 4-INCH CONTAINER	EACH	100	\$ 25.75	\$ 2,575.00	0.00	\$ -
2571.507	PERENNIAL PLUG 2-INCH CONTAINER	EACH	2400	\$ 3.91	\$ 9,384.00	2350.00	\$ 9,188.50
2571.504	DECIDUOUS SHRUB, 4-INCH CONTAINER	EACH	100	\$ 25.75	\$ 2,575.00	0.00	\$ -
2571.602	RESIDENTIAL RAINWATER GARDEN PREPARATION	SY	1900	\$ 10.92	\$ 20,748.00	1092.20	\$ 11,926.82
2571.602	NEIGHBORHOOD RAINWATER GARDEN PREPARATION	SY	276	\$ 10.92	\$ 3,013.92	80.00	\$ 873.60
2571.601	LARGE BASIN PREPARATION -- WESTERN HILLS NW POND	LS	1	\$ 2,704.00	\$ 2,704.00	1.00	\$ 2,704.00
2571.601	LARGE BASIN PREPARATION -- WESTERN HILLS SW POND	LS	1	\$ 2,704.00	\$ 2,704.00	7.03	\$ 19,011.50
2571.601	LARGE BASIN PREPARATION -- LARPENITEUR - ADOLPHUS POND	LS	1	\$ 2,704.00	\$ 2,704.00	1.00	\$ 2,704.00
2571.601	LARGE BASIN PREPARATION -- JACKSON HOLE WETLAND	LS	1	\$ 2,704.00	\$ 2,704.00	1.00	\$ 2,704.00
2573.502	SILT FENCE, TYPE HEAVY DUTY	LF	2110	\$ 1.65	\$ 3,481.50	1128.00	\$ 1,861.20
2573.530	INLET PROTECTION, ALL TYPES	EACH	62	\$ 92.70	\$ 5,747.40	186.00	\$ 15,388.20
2573.540	FILTER LOG, TYPE COMPOST LOG	LF	2305	\$ 2.73	\$ 6,292.65	5793.00	\$ 15,814.89
2573.601	EROSION CONTROL, CONTRACTOR'S PLAN	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00
2573.602	FURNISH AND MAINTAIN ROCK ENTRANCE PAD AS PER PLATE 350	EACH	17	\$ 442.00	\$ 7,514.00	18.03	\$ 7,970.28
2575.523	EROSION CONTROL BLANKET, CATEGORY 1	SY	3513	\$ 0.93	\$ 3,267.09	5895.00	\$ 5,482.35
2575.523	EROSION CONTROL BLANKET, CATEGORY 2	SY	354	\$ 0.93	\$ 329.22	200.00	\$ 186.00
2575.523	EROSION CONTROL BLANKET, CATEGORY 3	SY	420	\$ 0.93	\$ 390.60	400.00	\$ 372.00
2575.523	EROSION CONTROL BLANKET, CATEGORY 4	SY	40	\$ 5.15	\$ 206.00	0.00	\$ -
2575.532	COMM. FERT., ANALYSIS 20-0-10/10-0-20 FOR SODDED/SEEDED AREAS W/ MIX 270	LB	1947	\$ 0.57	\$ 1,109.79	3170.00	\$ 1,806.90
2575.550	COMPOST, GRADE 2, BLOWN	CY	90	\$ 38.11	\$ 3,429.90	140.00	\$ 5,335.40
2575.561	HYDRAULIC SOIL STABILIZER, TYPE 8 - BONDED FIBER MATRIX	SY	1241	\$ 1.03	\$ 1,278.23	4875.00	\$ 5,021.25
2575.603	WATER FOR TURF ESTABLISHMENT (ADDITIONAL)	M GAL	336	\$ 1.03	\$ 346.08	0.00	\$ -
2575.604	TURF ESTABLISHMENT w/SEED MIXTURE BWSR 33-361	SY	746	\$ 0.52	\$ 387.92	4321.00	\$ 2,246.92
2575.604	TURF ESTABLISHMENT w/SEED MIXTURE BWSR 35-241	SY	357	\$ 0.52	\$ 185.64	357.00	\$ 185.64
2575.604	TURF ESTABLISHMENT w/SEED MIXTURE BWSR 36-211	SY	1091	\$ 0.52	\$ 567.32	3720.00	\$ 1,934.40
2575.604	TURF ESTABLISHMENT w/SEED MIXTURE BWSR 34-262	SY	240	\$ 0.72	\$ 172.80	240.00	\$ 172.80
2575.604	TURF ESTABLISHMENT w/SEED MIXTURE MN/DOT 350	SY	1255	\$ 0.72	\$ 903.60	3405.00	\$ 2,451.60
2575.604	MINERAL SOD	SY	58684	\$ 2.01	\$ 117,954.84	78056.00	\$ 156,892.56
2104.503	REMOVE CONCRETE SIDEWALK PAVEMENT (PRIVATE)	SF	44	\$ 5.00	\$ 220.00	0.00	\$ -
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT (PRIVATE)	SY	178	\$ 7.00	\$ 1,246.00	172.30	\$ 1,206.10
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT (PRIVATE)	SY	233	\$ 8.00	\$ 1,864.00	0.00	\$ -
2105.507	COMMON EXCAVATION, CY (EV) FOR EXPANSION OF DRIVES AND WALKS (PRIVATE)	CY	21	\$ 31.00	\$ 651.00	14.69	\$ 455.39
2105.507	SUBGRADE EXCAVATION, CY (EV) FOR DRIVEWAYS (PRIVATE)	CY	9	\$ 31.00	\$ 279.00	0.00	\$ -
2105.526	SELECT TOPSOIL BORROW, CY (CV) FOR TURF ESTABLISHMENT (PRIVATE)	CY	54	\$ 31.00	\$ 1,674.00	17.45	\$ 540.95
2211.501	AGGREGATE BASE CLASS 6 FOR DRIVEWAYS (PRIVATE)	TON	141	\$ 21.00	\$ 2,961.00	69.00	\$ 1,449.00
2356.604	BITUMINOUS SEALCOAT (PRIVATE)	SY	9	\$ 4.00	\$ 36.00	127.67	\$ 510.68
2360.501	TYPE LV4 WEARING COURSE MIXTURE (L) 3" THICK DRIVEWAY (PRIVATE)	TON	83	\$ 135.00	\$ 11,205.00	33.76	\$ 4,557.60
2521.501	4" CONCRETE WALK (PRIVATE)	SF	21	\$ 12.00	\$ 252.00	0.00	\$ -
2531.507	6" CONCRETE DRIVEWAY PAVEMENT, RESIDENTIAL (PRIVATE)	SY	59	\$ 55.00	\$ 3,245.00	50.80	\$ 2,794.00
2575.505	SODDING, TYPE LAWN (PRIVATE)	SY	167	\$ 8.00	\$ 1,336.00	124.40	\$ 995.20
BASE BID TOTAL:						\$ 4,568,678.68	\$ 4,487,676.55

BID ALTERNATE 1 - LARPENITEUR AVENUE SIDEWALK

2021.501	MOBILIZATION	LS	1	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00
2101.501	CLEARING AND GRUBBING	ACRE	0	\$ 7,280.00	\$ 728.00	0.10	\$ 728.00
2101.502	CLEARING AND GRUBBING	TREE	21	\$ 182.00	\$ 3,822.00	21.00	\$ 3,822.00
2104.501	REMOVE CONCRETE CURB	LF	25	\$ 3.12	\$ 78.00	0.00	\$ -
2104.501	REMOVE CONCRETE STEPS	EACH	1	\$ 208.00	\$ 208.00	7.00	\$ 1,456.00
2104.501	REMOVE CHAIN LINK FENCE	LF	140	\$ 3.12	\$ 436.80	74.00	\$ 230.88
2104.503	REMOVE SIDEWALK	SF	346	\$ 1.04	\$ 359.84	287.80	\$ 299.31
2104.505	REMOVE CONCRETE DRIVEWAY	SY	133	\$ 2.08	\$ 276.64	16.40	\$ 34.11
2104.505	REMOVE BITUMINOUS DRIVEWAY AND TRAIL	SY	508	\$ 1.56	\$ 792.48	458.40	\$ 715.10
2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT	SY	83	\$ 4.16	\$ 345.28	94.00	\$ 391.04
2104.511	SAWING CONCRETE CURB, STEPS, WALKS	LF	35	\$ 4.16	\$ 145.60	0.00	\$ -
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH) STREET AND DRIVEWAYS	LF	677	\$ 2.08	\$ 1,408.16	201.00	\$ 418.08
2104.523	SALVAGE CASTING (SANITARY, WATER, STORM, ELECTRIC)	EACH	3	\$ 130.00	\$ 390.00	0.00	\$ -
2104.523	SALVAGE SIGN AND SUPPORT	EACH	9	\$ 25.75	\$ 231.75	0.00	\$ -
2105.501	COMMON EXCAVATION (P)	CY	889	\$ 8.76	\$ 7,812.44	889.00	\$ 7,612.44
2105.526	TOPSOIL BORROW, L/V	CY	312	\$ 12.36	\$ 3,856.32	530.00	\$ 6,550.80
2106.607	SUBGRADE EXCAVATION	CY	25	\$ 15.60	\$ 390.00	1.90	\$ 29.64
2123.501	COMMON LABORERS	HR	6	\$ 68.00	\$ 408.00	0.00	\$ -
2123.610	SKID LOADER/BACKHOE	HR	4	\$ 100.00	\$ 400.00	0.00	\$ -
2211.501	AGGREGATE BASE CLASS 6 FOR STREETS	TON	36	\$ 21.00	\$ 756.00	0.00	\$ -
2211.604	AGGREGATE BASE CLASS 6 FOR BIT DWYS/TRAILS -- 6-INCH DEPTH	SY	508	\$ 4.00	\$ 2,032.00	351.40	\$ 1,405.60
2211.604	AGGREGATE BASE CLASS 6 FOR CONCRETE DWYS -- 4-INCH DEPTH	SY	25	\$ 4.00	\$ 100.00	26.80	\$ 107.20
2211.604	AGGREGATE BASE CLASS 6 FOR CONC WALKS -- 4 INCH DEPTH	SY	1349	\$ 3.00	\$ 4,047.00	1405.00	\$ 4,215.00
2211.604	AGGREGATE SURFACING, CLASS 5 (100% CR. LIMESTONE) FOR GRAVEL DWYS	SY	46	\$ 4.50	\$ 207.00	0.00	\$ -
2232.603	MILL BITUMINOUS PAVEMENT, 2 INCH DEPTH AT 36 INCHES WIDE	LF	162	\$ 6.00	\$ 972.00	0.00	\$ -
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	4	\$ 2.00	\$ 8.00	0.00	\$ -
2360.501	TYPE SP-12.5 WEARING COURSE MIXTURE (2,B)	TON	10	\$ 100.00	\$ 1,000.00	6.24	\$ 624.00
2360.502	TYPE SP-12.5 NON-WEARING COURSE MIXTURE (2,B)	TON	10	\$ 100.00	\$ 1,000.00	20.60	\$ 2,060.00

Item No.	Description	Unit	Contract Quantity	Unit Price	Extended	To-date Quantity	To-date Extended
2360.603	TYPE SP-9.5 WEARING COURSE MIXTURE (2,L) 3" THICK DRIVEWAY	SY	375	\$ 13.00	\$ 4,875.00	351.40	\$ 4,568.20
2411.618	ENGINEERED MODULAR BLOCK RETAINING WALL	SF	432	\$ 25.75	\$ 11,124.00	0.00	\$ -
2411.618	MODULAR BLOCK LANDSCAPE WALL (LESS THAN 2.5-FT IN HEIGHT)	SF	1188	\$ 22.66	\$ 26,920.08	1015.50	\$ 23,011.23
2504.602	ADJUST CURB STOP HOUSING	EACH	4	\$ 154.50	\$ 618.00	4.00	\$ 618.00
2504.602	ADJUST GATE VALVE AND BOX (WATER OR GAS)	EACH	2	\$ 314.15	\$ 628.30	3.00	\$ 942.45
2504.602	WATER SERVICE UTILITY HOLE (EXCAVATE AND BACKFILL)	EACH	1	\$ 1,854.00	\$ 1,854.00	0.00	\$ -
2506.521	INSTALL AND ADJUST SALVAGED CASTING (STORM, SANITARY, WATER, ELECTRIC)	EACH	2	\$ 401.70	\$ 803.40	0.00	\$ -
2506.521	FURNISH & INSTALL R-1678-A FRAME & R-1422-0015 LID FOR SANITARY SEWER	EACH	1	\$ 782.80	\$ 782.80	0.00	\$ -
2506.521	FURNISH AND INSTALL CASTING ASSEMBLY, TYPE FORD COVER A-1	EACH	5	\$ 118.45	\$ 592.25	5.00	\$ 592.25
2521.501	CONCRETE WALK -- 4-INCH DEPTH	SF	12395	\$ 2.58	\$ 31,979.10	11595.00	\$ 29,915.10
2521.501	CONCRETE STEPS/RISERS	EACH	7	\$ 154.50	\$ 1,081.50	7.00	\$ 1,081.50
2521.601	CONCRETE WALK -- 6-INCH DEPTH THROUGH BIT DRIVEWAY	SF	1206	\$ 3.35	\$ 4,040.10	1046.00	\$ 3,504.10
2521.601	CONSTRUCT RAILROAD SIDEWALK CROSSING	LS	1	\$ 15,450.00	\$ 15,450.00	1.00	\$ 15,450.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF	127	\$ 18.54	\$ 2,354.58	127.00	\$ 2,354.58
2531.507	RESIDENTIAL CONCRETE DRIVEWAY -- 6 INCH DEPTH (INCL SIDEWALK)	SY	32	\$ 39.14	\$ 1,252.48	26.80	\$ 1,048.95
2531.602	F & I NEENAH (OR EQUIV) CAST IRON TRUNCATED DOMES FOR HC RAMPS(2x2)	EACH	47	\$ 123.60	\$ 5,809.20	44.00	\$ 5,438.40
2535.501	BITUMINOUS CURB	LF	64	\$ 8.24	\$ 527.36	18.00	\$ 148.32
2540.602	F&I MAILBOX SUPPORT	EACH	3	\$ 108.15	\$ 324.45	0.00	\$ -
2540.602	F&I MULTIPLE MAILBOX SUPPORT	EACH	2	\$ 128.75	\$ 257.50	0.00	\$ -
2540.602	REINSTALL SALVAGED MAILBOX SUPPORT	EACH	2	\$ 82.40	\$ 164.80	0.00	\$ -
2540.602	REINSTALL SALVAGED MULTIPLE MAILBOX SUPPORT	EACH	8	\$ 87.55	\$ 700.40	0.00	\$ -
2540.602	REINSTALL SALVAGED NEWSPAPER BOX SUPPORT	EACH	5	\$ 10.30	\$ 51.50	0.00	\$ -
2540.602	SALVAGE AND REINSTALL LARGE LANDSCAPE ROCK	EACH	6	\$ 30.90	\$ 185.40	0.00	\$ -
2540.604	INSTALL LANDSCAPE ROCK, ALL TYPES, 3-INCH THICKNESS W/ WEED BARRIER	SY	11	\$ 20.60	\$ 226.60	0.00	\$ -
2557.501	INSTALL 4-FOOT WIRE FENCE DESIGN VINYL COATED (GREEN, BROWN OR BLACK)	LF	160	\$ 23.69	\$ 3,790.40	294.00	\$ 6,964.86
2563.601	CONTRACTOR'S TRAFFIC CONTROL PLAN - LARPENITEUR AVENUE	LS	1	\$ 3,090.00	\$ 3,090.00	2.285042	\$ 7,060.78
2563.610	POLICE OFFICER - CITY OF MAPLEWOOD	HR	4	\$ 82.40	\$ 329.60	0.00	\$ -
2565.616	REVISE SIGNAL SYSTEM A (SYLVAN/LARPENITEUR)	SYS	1	\$ 13,390.00	\$ 13,390.00	1.00	\$ 13,390.00
2565.616	REVISE SIGNAL SYSTEM B (JACKSON/LARPENITEUR)	SYS	1	\$ 21,630.00	\$ 21,630.00	1.00	\$ 21,630.00
2571.502	DECIDUOUS TREE 2-INCH B&B	EACH	5	\$ 278.10	\$ 1,390.50	0.00	\$ -
2571.504	DECIDUOUS SHRUB, 4-INCH CONTAINER	EACH	150	\$ 25.75	\$ 3,862.50	0.00	\$ -
2573.502	SILT FENCE, TYPE HEAVY DUTY	LF	150	\$ 2.58	\$ 387.00	0.00	\$ -
2573.530	INLET PROTECTION, ALL TYPES	EACH	3	\$ 103.00	\$ 309.00	3.00	\$ 309.00
2573.540	FILTER LOG, TYPE COMPOST	LF	130	\$ 2.73	\$ 354.90	295.00	\$ 805.35
2575.501	TURF ESTABLISHMENT W/ SEED MIX 270	SY	1836	\$ 1.03	\$ 1,891.08	2790.00	\$ 2,873.70
2575.513	MULCH MATERIAL TYPE 6 -- 3-INCH DEPTH	CY	5	\$ 41.20	\$ 206.00	0.00	\$ -
2575.523	EROSION CONTROL BLANKET, CAT 1	SY	497	\$ 0.93	\$ 462.21	0.00	\$ -
2575.532	FERTILIZER, ANALYSIS 20-0-10/10-0-20 FOR SODDED/SEEDED AREAS	LB	2	\$ 3.09	\$ 6.18	250.00	\$ 772.50
2575.561	HYDRAULIC SOIL STABILIZER, TYPE 1	SY	1339	\$ 0.52	\$ 696.28	3950.00	\$ 2,054.00
2575.604	MINERAL SOD	SY	1430	\$ 2.01	\$ 2,874.30	6022.00	\$ 12,104.22
BID ALTERNATE 1 TOTAL:					\$ 205,284.06		\$ 193,336.69

BID ALTERNATE 2 - JACKSON STREET SIDEWALK AND SEALCOATING

2021.501	MOBILIZATION	LS	1	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00
2101.502	CLEARING AND GRUBBING	TREE	20	\$ 182.00	\$ 3,640.00	16.00	\$ 2,912.00
2104.505	REMOVE CONCRETE DRIVEWAY	SY	110	\$ 2.08	\$ 228.80	139.00	\$ 289.12
2104.505	REMOVE BITUMINOUS DRIVEWAY AND TRAIL	SY	885	\$ 1.56	\$ 1,380.60	945.00	\$ 1,475.76
2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT	SY	36	\$ 10.40	\$ 374.40	15.00	\$ 156.00
2104.511	SAWING CONCRETE CURB, STEPS, WALKS	LF	93	\$ 4.16	\$ 386.88	0.00	\$ -
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH) STREET AND DRIVEWAYS	LF	844	\$ 2.08	\$ 1,755.52	873.00	\$ 1,815.84
2104.523	SALVAGE CASTING (SANITARY, WATER, STORM, ELECTRIC)	EACH	1	\$ 156.00	\$ 156.00	0.00	\$ -
2105.501	COMMON EXCAVATION (P)	CY	969	\$ 8.84	\$ 8,565.96	969.00	\$ 8,565.96
2105.526	TOPSOIL BORROW, LV	CY	366	\$ 12.38	\$ 4,523.76	220.00	\$ 2,719.20
2106.607	SUBGRADE EXCAVATION	CY	25	\$ 15.60	\$ 390.00	0.00	\$ -
2123.501	COMMON LABORERS	HR	6	\$ 68.00	\$ 408.00	0.00	\$ -
2123.610	SKID LOADER/BACKHOE	HR	4	\$ 100.00	\$ 400.00	0.00	\$ -
2211.501	AGGREGATE BASE CLASS 6 FOR STREETS	TON	17	\$ 21.00	\$ 357.00	0.00	\$ -
2211.604	AGGREGATE BASE CLASS 6 FOR BIT DWYS/TRAILS -- 6-INCH DEPTH	SY	885	\$ 3.50	\$ 3,097.50	740.00	\$ 2,590.00
2211.604	AGGREGATE BASE CLASS 6 FOR CONCRETE DWYS -- 4-INCH DEPTH	SY	110	\$ 3.50	\$ 385.00	129.00	\$ 451.50
2211.604	AGGREGATE BASE CLASS 6 FOR CONC WALKS -- 4 INCH DEPTH	SY	1229	\$ 3.50	\$ 4,301.50	1229.00	\$ 4,301.50
2232.603	MILL BITUMINOUS PAVEMENT, 2 INCH DEPTH AT 36 INCHES WIDE	LF	65	\$ 7.00	\$ 455.00	65.00	\$ 455.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	2	\$ 2.00	\$ 4.00	2.00	\$ 4.00
2360.501	TYPE SP-12.5 WEARING COURSE MIXTURE (2,B)	TON	4	\$ 100.00	\$ 400.00	9.00	\$ 900.00
2360.502	TYPE SP-12.5 NON-WEARING COURSE MIXTURE (2,B)	TON	4	\$ 100.00	\$ 400.00	0.00	\$ -
2360.503	TYPE SP-9.5 WEARING COURSE MIXTURE (2,L) 3" THICK DRIVEWAY	SY	628	\$ 12.60	\$ 7,912.80	740.00	\$ 9,324.00
2504.602	ADJUST CURB STOP HOUSING	EACH	17	\$ 70.00	\$ 1,190.00	3.00	\$ 210.00
2506.521	INSTALL AND ADJUST SALVAGED CASTING (STORM, SANITARY, WATER, ELECTRIC)	EACH	1	\$ 150.00	\$ 150.00	0.00	\$ -
2506.521	FURNISH AND INSTALL CASTING ASSEMBLY, TYPE FORD COVER A-1	EACH	2	\$ 115.00	\$ 230.00	10.00	\$ 1,150.00
2521.501	CONCRETE WALK -- 4-INCH DEPTH	SF	10536	\$ 2.52	\$ 26,550.72	10294.00	\$ 25,940.88
2521.601	CONCRETE WALK -- 6-INCH DEPTH THROUGH BIT DRIVEWAY	SF	1602	\$ 3.40	\$ 5,446.80	1935.00	\$ 6,579.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF	51	\$ 19.57	\$ 998.07	45.00	\$ 880.65
2531.507	RESIDENTIAL CONCRETE DRIVEWAY -- 6 INCH DEPTH (INCL SIDEWALK)	SY	132	\$ 40.17	\$ 5,302.44	100.00	\$ 4,017.00
2531.602	F & I NEENAH (OR EQUIV) CAST IRON TRUNCATED DOMES FOR HC RAMPS(2x2)	EACH	17	\$ 149.35	\$ 2,538.95	17.00	\$ 2,538.95
2535.501	BITUMINOUS CURB	LF	20	\$ 15.45	\$ 309.00	10.00	\$ 154.50
2540.604	INSTALL LANDSCAPE ROCK, ALL TYPES, 3-INCH THICKNESS W/ WEED BARRIER	SY	13	\$ 20.60	\$ 267.80	0.00	\$ -
2563.601	CONTRACTOR'S TRAFFIC CONTROL PLAN - LARPENITEUR AVENUE	LS	1	\$ 4,120.00	\$ 4,120.00	1.00	\$ 4,120.00
2571.502	DECIDUOUS TREE 2-INCH B&B	EACH	15	\$ 278.10	\$ 4,171.50	0.00	\$ -
2571.504	DECIDUOUS SHRUB, 4-INCH CONTAINER	EACH	20	\$ 25.75	\$ 515.00	0.00	\$ -
2573.530	INLET PROTECTION, ALL TYPES	EACH	3	\$ 97.85	\$ 293.55	3.00	\$ 293.55
2573.540	FILTER LOG, TYPE COMPOST	LF	130	\$ 2.73	\$ 354.90	0.00	\$ -

Item No.	Description	Unit	Contract Quantity	Unit Price	Extended	To-date Quantity	To-date Extended
2575.501	TURF ESTABLISHMENT W/ SEED MIX 270	SY	1118	\$ 1.03	\$ 1,151.54	2278.00	\$ 2,346.34
2575.532	FERTILIZER, ANALYSIS 20-0-10/10-0-20 FOR SODDED/SEEDED AREAS	LB	2	\$ 1.03	\$ 2.06	300.00	\$ 309.00
2575.561	HYDRAULIC SOIL STABILIZER, TYPE 1	SY	1118	\$ 0.52	\$ 581.36	1118.00	\$ 581.36
2575.604	MINERAL SOD	SY	2202	\$ 2.01	\$ 4,426.02	3570.00	\$ 7,175.70
					BID ALTERNATE 2 TOTAL:		\$ 102,622.43
							\$ 96,756.81

BID ALTERNATE 3 - SAINT PAUL WATER DRAINAGE SITES

2101.506	CLEARING AND GRUBBING	EACH	12	\$ 182.00	\$ 2,184.00	21.13	\$ 3,845.84
2104.501	REMOVE CONCRETE BARRIER	LF	10	\$ 10.40	\$ 104.00	10.00	\$ 104.00
2104.501	REMOVE STORM SEWER PIPE (ANY SIZE & TYPE)	LF	118	\$ 12.48	\$ 1,472.64	0.00	\$ -
2104.509	REMOVE BOLLARDS	EACH	7	\$ 57.20	\$ 400.40	2.00	\$ 114.40
2104.521	SALVAGE COMBINATION CHAIN LINK / BARBED WIRE FENCE	LF	35	\$ 10.40	\$ 364.00	275.00	\$ 2,860.00
2104.601	SALVAGE PEDESTRIAN TURNSTILE	LS	1	\$ 130.00	\$ 130.00	0.00	\$ -
2105.507	POND SUBGRADE EXCAVATION, CY (EV)	CY	542	\$ 8.79	\$ 4,764.18	542.00	\$ 4,764.18
2105.515	UNCLASSIFIED EXCAVATION (EV) (SEE EARTHWORK SCHEDULES)	CY	2557	\$ 9.46	\$ 24,189.22	2557.00	\$ 24,189.22
2105.604	MINOR GRADING - SWALE CREATION	SY	500	\$ 5.20	\$ 2,600.00	400.00	\$ 2,080.00
2105.607	POND BACKFILL MIXTURE: 70% SAND, 30% SALVAGED TOPSOIL	CY	542	\$ 14.56	\$ 7,891.52	602.00	\$ 8,765.12
2451.603	AGGREGATE PIPE FOUNDATION - FENTON UNDERGROUND STORM SEWER SYSTEM	CY	350	\$ 45.76	\$ 16,016.00	420.00	\$ 19,219.20
2503.501	UNDERGROUND CMP PIPE STORAGE SYSTEM -- 72 INCH PIPE	LF	1050	\$ 132.08	\$ 138,684.00	1074.66	\$ 141,940.48
2503.602	CONNECT TO EXISTING STORM SEWER PIPE	EACH	1	\$ 1,612.00	\$ 1,612.00	1.00	\$ 1,612.00
2506.607	ROCK INFILTRATION TRENCH W/TYPE V NON-WOVEN GEOTEXTILE FABRIC	CY	335	\$ 45.76	\$ 15,329.60	379.25	\$ 17,354.48
2511.502	RANDOM RIPRAP, CLASS IV	CY	22	\$ 101.92	\$ 2,242.24	22.00	\$ 2,242.24
2511.515	GEOTEXTILE FABRIC, TYPE IV FOR RIP RAP	SY	67	\$ 4.16	\$ 278.72	67.00	\$ 278.72
2533.507	PORTABLE PRECAST CONCRETE BARRIER - MN/DOT DES 8337	LF	70	\$ 14.04	\$ 982.80	70.00	\$ 982.80
2557.602	INSTALL SALVAGED PEDESTRIAN TURNSTILE	EACH	1	\$ 1,040.00	\$ 1,040.00	0.50	\$ 520.00
2557.603	INSTALL SALVAGED CHAIN LINK / BARBED WIRE FENCE	LF	35	\$ 29.12	\$ 1,019.20	275.00	\$ 8,008.00
2563.601	SPRWS SITE SECURITY, FENCE AND BARRICADE CONFIGURATION PLAN	LS	1	\$ 2,704.00	\$ 2,704.00	1.00	\$ 2,704.00
2571.601	LARGE BASIN PREPARATION - SYLVAN STREET	LS	1	\$ 2,704.00	\$ 2,704.00	1.00	\$ 2,704.00
2571.601	LARGE BASIN PREPARATION - SITES WEST OF FENTON	LS	1	\$ 2,704.00	\$ 2,704.00	1.00	\$ 2,704.00
2575.604	TURF ESTABLISHMENT w/SEED MIXTURE BWSR 33-261	SY	905	\$ 0.52	\$ 470.60	1950.00	\$ 1,014.00
2575.604	TURF ESTABLISHMENT w/SEED MIXTURE BWSR 33-361	SY	905	\$ 0.52	\$ 470.60	0.00	\$ -
2575.604	TURF ESTABLISHMENT w/SEED MIXTURE BWSR 34-262	SY	1338	\$ 0.73	\$ 978.74	1420.00	\$ 1,036.60
2575.604	TURF ESTABLISHMENT w/LOW GROWING PRAIRIE FOR CLAY SOILS SEED MIXTURE	SY	1625	\$ 0.94	\$ 1,527.50	0.00	\$ -
2575.523	EROSION CONTROL BLANKET, CATEGORY 2	SY	123	\$ 0.94	\$ 115.62	0.00	\$ -
2575.523	EROSION CONTROL BLANKET, CATEGORY 3	SY	500	\$ 0.94	\$ 470.00	0.00	\$ -
2575.523	EROSION CONTROL BLANKET, CATEGORY 4	SY	182	\$ 2.08	\$ 378.56	0.00	\$ -
2575.532	COMM. FERT., ANALYSIS 20-0-10/10-0-20 FOR SODDED/SEEDED AREAS W/ MIX 270	LB	442	\$ 0.94	\$ 415.48	350.00	\$ 329.00
2575.561	HYDRAULIC SOIL STABILIZER, TYPE 8 - BONDED FIBER MATRIX	SY	2522	\$ 1.04	\$ 2,622.88	3370.00	\$ 3,504.80
					BID ALTERNATE 3 TOTAL:		\$ 252,877.08

BID ALTERNATE 4 - PERVIOUS PAVEMENTS

2105.501	1-1/2 INCH CRUSHED ROCK	CY	658	\$ 31.20	\$ 20,529.60	718.50	\$ 22,417.20
2105.501	ADDITIONAL COMMON EXCAVATION	CY	398	\$ 7.44	\$ 2,961.12	398.00	\$ 2,961.12
2105.604	GEOTEXTILE FABRIC TYPE V NON-WOVEN	SY	1970	\$ 1.92	\$ 3,782.40	1970.00	\$ 3,782.40
2301.604	PERVIOUS CONCRETE PAVEMENT, 6-INCH THICKNESS (STREET)	SY	797	\$ 52.00	\$ 41,444.00	797.00	\$ 41,444.00
2301.604	PERVIOUS CONCRETE PAVEMENT, 4-INCH THICKNESS (WALK)	SY	620	\$ 46.80	\$ 29,016.00	393.90	\$ 18,434.52
2502.541	4" PERFORATED DRAIN TUBING WITH SOCK	LF	286	\$ 3.33	\$ 952.38	1201.00	\$ 3,999.33
2211.501	DEDUCT AGGREGATE BASE CLASS 6 FOR WALKS, 4-INCH THICKNESS	SY	-620	\$ 3.50	\$ (2,170.00)	0.00	\$ -
2211.501	DEDUCT AGGREGATE BASE CLASS 6 FOR STREETS	TON	-334	\$ 9.90	\$ (3,306.60)	0.00	\$ -
2360.501	DEDUCT TYPE SP-12.5 WEARING COURSE MIXTURE (2,B)	TON	-68	\$ 59.00	\$ (4,012.00)	0.00	\$ -
2360.502	DEDUCT TYPE SP-12.5 NON-WEARING COURSE MIXTURE (2,B)	TON	-88	\$ 59.00	\$ (5,192.00)	0.00	\$ -
2521.501	DEDUCT 4" CONCRETE SIDEWALK	SF	-5584	\$ 2.45	\$ (13,680.80)	0.00	\$ -
					BID ALTERNATE 4 TOTAL:		\$ 93,038.57

BID ALTERNATE 5 - SKILLMAN AVENUE STORM SEWER BYPASS

2101.506	CLEARING AND GRUBBING	EACH	1	\$ 182.00	\$ 182.00	0.00	\$ -
2104.501	REMOVE STORM SEWER PIPE (ANY SIZE & TYPE)	LF	40	\$ 14.42	\$ 576.80	61.00	\$ 879.62
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT / TRAIL	SY	265	\$ 1.55	\$ 410.75	185.00	\$ 286.75
2104.505	REMOVE BITUMINOUS ROADWAY PAVEMENT (INCLUDES ANY BIT CURB)	SY	659	\$ 2.06	\$ 1,357.54	659.00	\$ 1,357.54
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT/APRON	SY	9	\$ 10.30	\$ 92.70	9.00	\$ 92.70
2104.506	BITUMINOUS ROADWAY RECLAMATION	SY	659	\$ 0.01	\$ 6.59	0.00	\$ -
2104.509	REMOVE DRAINAGE STRUCTURE (CB, MH, CB-MH, OR FES)	EACH	2	\$ 618.00	\$ 1,236.00	3.00	\$ 1,854.00
2104.509	SALVAGE STORM SEWER CASTING	EACH	2	\$ 51.50	\$ 103.00	4.00	\$ 206.00
2104.509	SALVAGE SANITARY SEWER CASTING	EACH	3	\$ 72.10	\$ 216.30	0.00	\$ -
2104.513	SAW ROADWAY BITUMINOUS PAVEMENT (FULL-DEPTH)	LF	783	\$ 2.06	\$ 1,612.98	800.00	\$ 1,648.00
2104.521	SALVAGE DECORATIVE BLOCK LANDSCAPE EDGER OR SHORT WALL	LF	37	\$ 11.33	\$ 419.21	0.00	\$ -
2105.501	COMMON EXCAVATION, CY (EV) (P)	CY	561	\$ 8.76	\$ 4,914.36	561.00	\$ 4,914.36
2105.526	SELECT TOPSOIL BORROW, CY	CY	157	\$ 12.36	\$ 1,940.52	120.00	\$ 1,483.20
2211.501	AGGREGATE BASE CLASS 6 FOR BITUMINOUS DRIVEWAYS, 6-INCH THICKNESS	SY	286	\$ 3.50	\$ 1,001.00	191.00	\$ 668.50
2211.501	AGGREGATE BASE CLASS 6 FOR CONCRETE DRIVEWAYS, 4-INCH THICKNESS	SY	18	\$ 5.00	\$ 90.00	0.00	\$ -
2211.501	AGGREGATE BASE CLASS 6 FOR STREETS	TON	759	\$ 9.75	\$ 7,400.25	759.00	\$ 7,400.25
2232.603	MILL BITUMINOUS PAVEMENT, 1.5" DEPTH @ MINIMUM 18" WIDE	LF	783	\$ 6.00	\$ 4,698.00	800.00	\$ 4,800.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	65	\$ 2.00	\$ 130.00	130.00	\$ 260.00
2360.501	TYPE SP-12.5 WEARING COURSE MIXTURE (2,B)	TON	135	\$ 60.00	\$ 8,100.00	150.90	\$ 9,054.00
2360.502	TYPE SP-12.5 NON-WEARING COURSE MIXTURE (2,B)	TON	149	\$ 60.00	\$ 8,940.00	200.20	\$ 12,012.00
2360.503	TYPE SP-9.5 WEARING COURSE MIXTURE (2,L) 3" THICK DRIVEWAY	SY	286	\$ 13.00	\$ 3,718.00	427.23	\$ 5,554.00
2503.511	18-INCH RC PIPE SEWER CL V	LF	769	\$ 26.78	\$ 20,593.82	370.00	\$ 9,908.60
2503.602	CONNECT TO EXISTING STORM SEWER / CORE DRILL	EACH	1	\$ 1,493.50	\$ 1,493.50	1.00	\$ 1,493.50
2504.602	ADJUST CURB STOP HOUSING	EACH	5	\$ 206.00	\$ 1,030.00	0.00	\$ -
2504.603	WATER SERVICE TRENCH	LF	160	\$ 33.99	\$ 5,438.40	0.00	\$ -

Item No.	Description	Unit	Contract Quantity	Unit Price	Extended	To-date Quantity	To-date Extended
2504.604	2" INSULATION	SY	57	\$ 20.60	\$ 1,174.20	28.10	\$ 578.86
2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 2x3 BOX	EACH	1	\$ 854.90	\$ 854.90	1.00	\$ 854.90
2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 48-INCH CB/MH	EACH	3	\$ 1,163.90	\$ 3,491.70	3.00	\$ 3,491.70
2506.521	FURNISH & INSTALL R-3067-V FRAME & GRATE	EACH	4	\$ 628.30	\$ 2,513.20	4.00	\$ 2,513.20
2506.521	FURNISH & INSTALL R-1678-A FRAME & R-1422-0015 LID FOR SANITARY SEWER	EACH	3	\$ 782.80	\$ 2,348.40	0.00	\$ -
2506.602	REINSTALL SALVAGED STORM SEWER CASTING	EACH	1	\$ 412.00	\$ 412.00	1.00	\$ 412.00
2531.501	CONCRETE C&G, DESIGN B612, B618, D412 RIBBON OR TRANSITION	LF	55	\$ 19.57	\$ 1,076.35	55.00	\$ 1,076.35
2531.507	6" CONCRETE DRIVEWAY PAVEMENT, RESIDENTIAL	SY	18	\$ 44.29	\$ 797.22	0.00	\$ -
2535.501	BITUMINOUS CURB	LF	732	\$ 4.50	\$ 3,294.00	732.00	\$ 3,294.00
2540.602	SALVAGE & REINSTALL LARGE LANDSCAPE ROCK (BOULDER)	EACH	2	\$ 31.93	\$ 63.86	0.00	\$ -
2563.602	TEMPORARY STREET NAME SIGNAGE	EACH	1	\$ 87.55	\$ 87.55	1.00	\$ 87.55
2573.530	INLET PROTECTION, ALL TYPES	EACH	5	\$ 97.85	\$ 489.25	6.00	\$ 587.10
2575.532	COMM. FERT., ANALYSIS 20-0-10/10-0-20 FOR SODDED/SEEDED AREAS W/ MIX 270	LB	57	\$ 1.03	\$ 58.71	100.00	\$ 103.00
2575.603	WATER FOR TURF ESTABLISHMENT (ADDITIONAL)	M GAL	14	\$ 1.03	\$ 14.42	0.00	\$ -
2575.604	MINERAL SOD	SY	1383	\$ 2.01	\$ 2,779.83	1400.00	\$ 2,814.00
					BID ALTERNATE 5 TOTAL:	\$ 95,167.31	\$ 79,686.68

BID ALTERNATE 6 - SANITARY SEWER CIPP LINING

2503.603	8" SANITARY SEWER LINING	LF	3864	\$ 27.77	\$ 107,303.28	3830.00	\$ 106,359.10
					BID ALTERNATE 6 TOTAL:	\$ 107,303.28	\$ 106,359.10

BID ALTERNATE 7 - BEAUMONT STREET SANITARY SEWER EXTENSION

2503.602	CONNECT TO EXISTING SANITARY STRUCTURE PER PLATE 400	EACH	1	\$ 2,241.75	\$ 2,241.75	1	\$ 2,241.75
2503.602	8" x 4" OR 8" x 6" SCHEDULE 40 SERVICE WYE	EACH	2	\$ 189.00	\$ 378.00	2	\$ 378.00
2503.602	FURNISH & INSTALL INSIDE DROP FOR SANITARY SEWER MANHOLE	EACH	1	\$ 2,940.00	\$ 2,940.00	1	\$ 2,940.00
2503.603	8"PVC, SDR 35 SANITARY SEWER PIPE	LF	58	\$ 28.35	\$ 1,644.30	60	\$ 1,701.00
2503.603	PIPE BEDDING FOR PVC SANITARY SEWER PIPE PER STD PLATE 440	LF	58	\$ 6.30	\$ 365.40	171	\$ 1,075.27
2503.603	4" OR 6" PVC, SCH. 40 SANITARY SEWER SERVICE PER PLATE 410 OR 410A	LF	80	\$ 40.95	\$ 3,276.00	88	\$ 3,603.60
2506.521	FURNISH & INSTALL R-1678-A FRAME & R-1422-0015 LID FOR SANITARY SEWER	EACH	1	\$ 577.50	\$ 577.50	1	\$ 577.50
2506.602	FURNISH & INSTALL SANITARY SEWER MANHOLE PER PLATE 400	EACH	1	\$ 1,533.00	\$ 1,533.00	1	\$ 1,533.00
					BID ALTERNATE 7 TOTAL:	\$ 12,955.95	\$ 14,050.12

BID ALTERNATE 8 - JACKSON STREET CHIP SEAL

2356.603	BITUMINOUS SEAL COAT WITH CHIPPED AGGREGATE	SY	9700	\$ 1.77	\$ 17,169.00	9700.00	\$ 17,169.00
					BID ALTERNATE 8 TOTAL:	\$ 17,169.00	\$ 17,169.00

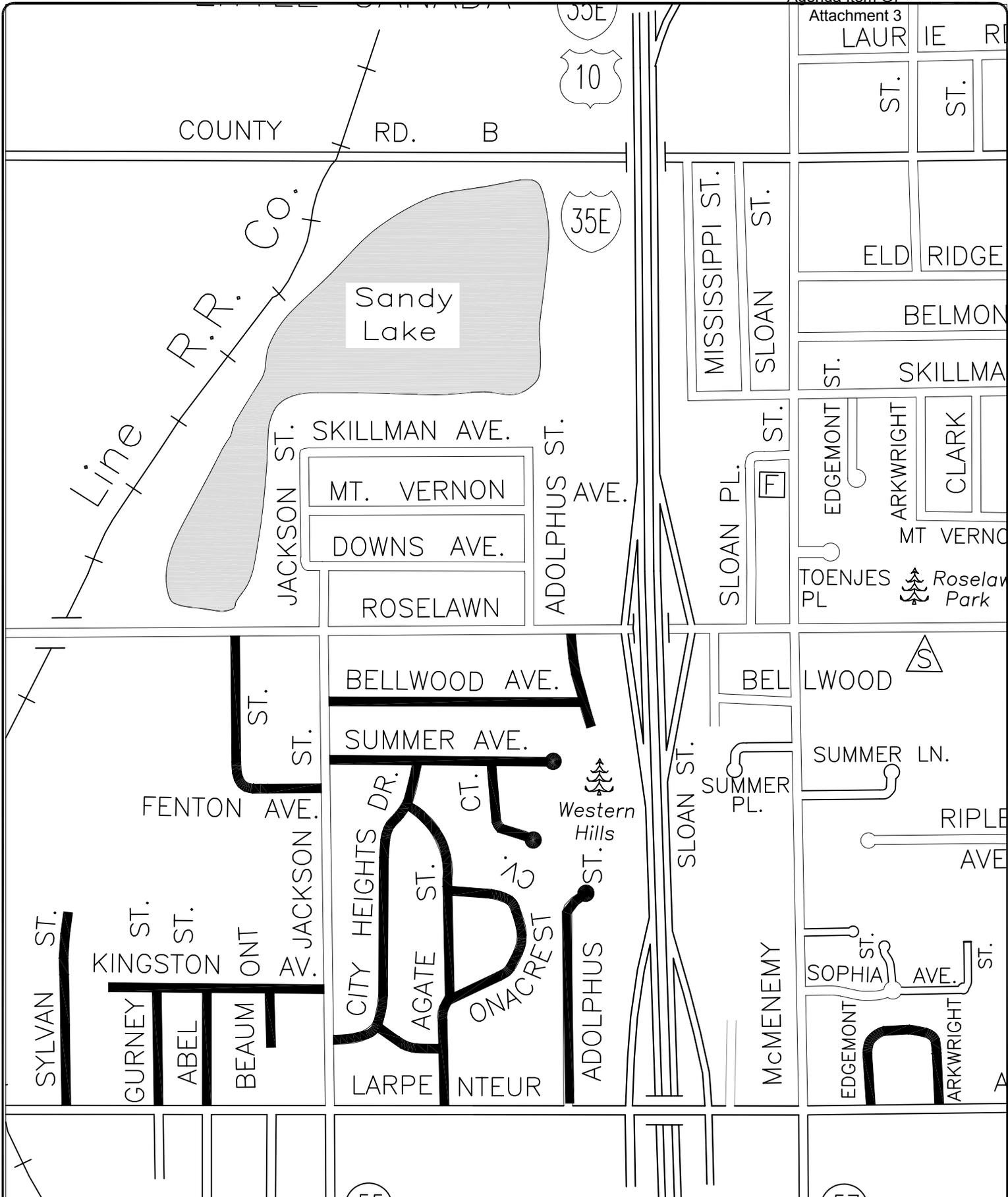
CHANGE ORDER #1 - TREE REMOVALS/RISERS

2101.506	CLEARING AND GRUBBING	EACH	40.5	\$ 254.80	\$ 10,319.40	40.5	\$ 10,319.40
2101.506	CLEARING AND GRUBBING	EACH	35.0	\$ 182.00	\$ 6,370.00	35.0	\$ 6,370.00
2101.507	CLEARING AND GRUBBING	ACRE	0.68	\$ 7,280.00	\$ 4,950.40	0.68	\$ 4,950.40
	WORK ORDER REQUEST #3 - RISERS FOR FENTON 72" UNDERGROUND STORMWATER SYSTEM	LS	1.0	\$ 7,668.10	\$ 7,668.10	1.00	\$ 7,668.10
					EXTRA WORK TOTAL	\$ 29,307.90	\$ 29,307.90

CHANGE ORDER #2 - STORMWATER QUALITY STRUCTURE REMOVALS/SAFL BAFFLES

2506.502	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 60-INCH CB/MH	EACH	2.0	\$ 2,080.60	\$ 4,161.20	2.0	\$ 4,161.20
	WORK ORDER # 8 - SAFL BAFFLES	EACH	2.0	\$ 5,313.00	\$ 10,626.00	2.0	\$ 10,626.00
2506.602	CONSTRUCT STORM WATER QUALITY STRUCTURE DESIGN SPECIAL	EACH	-2.00	\$ 34,711.00	\$ (69,422.00)	-2.00	\$ (69,422.00)
					EXTRA WORK TOTAL	\$ (54,634.80)	\$ (54,634.80)

BASE BID	\$ 4,558,678.68	\$ 4,487,676.55
BID ALTERNATE NO. 1	\$ 205,284.06	\$ 193,336.69
BID ALTERNATE NO. 2	\$ 102,622.43	\$ 96,756.81
BID ALTERNATE NO. 3	\$ 236,864.50	\$ 252,877.08
BID ALTERNATE NO. 4	\$ 70,324.10	\$ 93,038.57
BID ALTERNATE NO. 5	\$ 95,157.31	\$ 79,685.68
BID ALTERNATE NO. 6	\$ 107,303.28	\$ 106,359.10
BID ALTERNATE NO. 7	\$ 12,955.95	\$ 14,050.12
BID ALTERNATE NO. 8	\$ 17,169.00	\$ 17,169.00
CHANGE ORDERS	\$ (25,326.90)	\$ (25,326.90)
GRAND TOTAL	\$ 5,381,032.41	\$ 5,315,622.70



Capital Improvement Project for 2011
Western Hills/Larpenteur Area Street Improvement
City Project 10-14



AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Public Works Director/City Engineer
SUBJECT: **Approval of Resolution Directing Modification of Existing Construction Contract, Change Order No. 2, TH 36/English Street Interchange Improvements, City Project 09-08**
DATE: June 12, 2013

INTRODUCTION

The council will consider approving the attached resolution directing the modification of the existing construction contract for the TH 36/English Street Interchange Improvements, Change Order No. 2, City Project 09-08.

BACKGROUND

The council awarded a construction contract to Forest Lake Contracting, Inc. for the Trunk Highway 36/English Street Interchange Improvements, City Project 09-08 on January 28, 2013 in the amount of \$16,577,185.42. There has been one change order to date in the amount of \$47,338.37 with a revised approved contract total of \$16,624,523.79.

DISCUSSION

Minor Extra Work Order #5 – New Sanitary Sewer Castings

The contract includes the salvaging and installing of the existing sanitary sewer casting assemblies on the project. City staff determined that the existing sanitary sewer castings were in poor condition and needed to be upgraded.

The Contractor submitted material costs to furnish new sanitary sewer casting assemblies and also provided labor and equipment costs to adjust these casting assemblies.

Minor Extra Work Order #5 will be funded by City funds.

Minor Extra Work Order #6 – Water Main Trench Bedding

The contract includes water main and storm sewer construction throughout the project. St. Paul Regional Water Services (SPRWS) and City staff requested that the Contractor provide rock bedding to support the water main and storm sewer in unsuitable and unstable soils.

The Contractor provided a cost to provide rock bedding for utility trench support.

Minor Extra Work Order #6 will be funded by City funds and a portion of those funds will then be reimbursed by SPRWS.

Minor Extra Work Order #7 – Water Utility Gate Valve Box Repairs

The contract includes water main construction on various roadways throughout the project area. SPRWS and the Contractor performed an inventory and condition assessment of the existing gate valve boxes within the project area. SPRWS requested the Contractor provide a cost to perform existing gate valve box repair and replacement for the gate valve boxes that were damaged prior to the start of construction.

The Contractor provided a cost to repair and replace these existing gate valve boxes.

Minor Extra Work Order #7 will be funded by City funds that will then be reimbursed by St. Paul Regional Water Services (SPRWS).

Minor Extra Work Order #8 – Additional Storm Sewer Improvements

The contract includes modifications to the existing storm sewer system that is located adjacent to the residential property at 1071 East County Road B. During construction of this storm sewer system, it was determined that two additional HDPE flared end sections were required to properly construct the proposed storm sewer system and collect drainage from the backyard of this residential property.

The Contractor provided a cost to furnish and install these HDPE flared end sections.

Minor Extra Work Order #8 will be funded by County, Federal, and/or Local MSAS Funds.

Minor Extra Work Order #9 – Sawing Concrete Pavement

The contract includes the construction of concrete pavement adjacent to existing concrete pavement. The Contractor must perform a clean saw cut of the existing pavement prior to matching in with the new pavement. The contract did not include a unit price to perform saw cutting of concrete pavement.

The Contractor provided a cost to perform concrete saw cuts as required for the project construction.

Minor Extra Work Order #9 will be funded by Federal, Local MSAS, and/or State funds.

Minor Extra Work Order #10 – Additional Storm Sewer Improvements

The contract includes modifications to the existing storm sewer system that is located adjacent to the residential property at 1071 East County Road B. During construction of this storm sewer system, heavy rains caused significant flooding of the backyard of this property. MnDOT, City staff, and the design engineer reviewed this drainage issue and determined that changes to the existing storm sewer design should be made to prevent further flooding either during construction or after the project construction was complete. It was determined that backflow prevention devices should be installed in both of the storm sewer pipes that were designed to drain this residential backyard. These devices would prevent storm water from backing up and flooding their property.

The Contractor provided a cost to furnish and install these backflow prevention devices in the storm sewer system.

Minor Extra Work Order #10 will be funded by County, Federal, and/or Local MSAS funds.

Minor Extra Work Order #11 – Temporary Stair Case Construction

The contract includes the reconstruction of Gervais Avenue from Viking Drive to the existing cul de sac

near the MnDOT materials laboratory. During the reconstruction of Gervais Avenue, employees of Second Harvest Heartland located at 1140 Gervais Avenue were required to park in an alternative parking lot that was located on top of a large hill. It was determined that construction of a temporary staircase was needed to allow these employees to safely navigate this large hill located between this parking lot and the Second Harvest Heartland building.

The Contractor provided a cost to construct a temporary staircase at Second Harvest Heartland located at 1140 Gervais Avenue.

Minor Extra Work Order #11 will be funded by Federal and/or Local MSAS funds.

A summary of the costs included in Change Order No. 2 are as follows:

Minor Extra Work Order #5	\$17,135.00
Minor Extra Work Order #6	\$ 4,674.00
Minor Extra Work Order #7	\$12,290.00
Minor Extra Work Order #8	\$ 588.00
Minor Extra Work Order #9	\$ 1,756.00
Minor Extra Work Order #10	\$ 6,220.00
<u>Minor Extra Work Order #11</u>	<u>\$ 5,764.46</u>
Net Contract Increase	\$48,427.46

BUDGET

Approval of Change Order No. 2 will increase the project construction contract amount by \$48,427.46 from \$16,624,523.79 to \$16,672,951.25. No adjustment to the approved \$23 million budget is needed.

RECOMMENDATION

Staff recommends that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 2, for the Highway 36/English Street Interchange Improvements, City Project 09-08.

Attachments:

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

RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 09-08, CHANGE ORDER NO. 2

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Improvements Project 09-08, Highway 36/English Street Interchange Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 09-08, Change Order No. 2.

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

1. The mayor and city engineer are hereby authorized and directed to modify the existing contract by executing said Change Order No. 2 which is an increase of \$48,427.46.

The revised contract amount is \$16,672,951.25.

Adopted by the Maplewood City Council on this 24th day of June 2013.

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

PROJECT NAME: Highway 36/English Street Interchange Improvements
PROJECT NO.: City Project 09-08, S.P. 138-010-018, S.P. 138-010-012,
 S.P. 138-104-008, S.P. 138-110-004, S.P. 138-153-001,
 S.P. 138-153-001, S.P. 138-154-001, S.A.P. 062-625-036
CONTRACTOR: Forest Lake Contracting, Inc.
CHANGE ORDER NO.: Two (2)
DATE: June 12, 2013

The following changes shall be made in the contract documents:

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

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	Minor Extra Work Order #5	LS	1	\$17,135.00	\$17,135.00
2	Minor Extra Work Order #6	LS	1	\$4,674.00	\$4,674.00
3	Minor Extra Work Order #7	LS	1	\$12,290.00	\$12,290.00
4	Minor Extra Work Order #8	LS	1	\$588.00	\$588.00
5	Minor Extra Work Order #9	LS	1	\$1,756.00	\$1,756.00
6	Minor Extra Work Order #10	LS	1	\$6,220.00	\$6,220.00
7	Minor Extra Work Order #11	LS	1	\$5,764.46	\$5,764.46
TOTAL SCHEDULE CO #2					\$48,427.46

TOTAL NET CHANGE ORDER NO. 2 **\$48,427.46**

CONTRACT STATUS:

Original Contract: \$16,577,185.42
Net Change of Prior Change: \$47,338.37
Change this Change Order: **\$48,427.46**
Revised Contract: \$16,672,951.25

Recommended By: Minnesota Department of Transportation

By: _____ Date: _____

Agreed to By: Forest Lake Contracting, Inc.

By: _____ Date: _____

Approved By: City of Maplewood

By: _____
Mayor

Date: _____

By: _____
City Engineer

Date: _____

State of Minnesota - Department of Transportation
WORK ORDER - MINOR EXTRA WORK # 5

Contractor: Forest Lake Contracting Inc. State Project No.: SP 6211-90
 Address: 14777 Lake Drive Federal Project No.: STP-TEAX 6212 (278)
 Forest Lake, Minnesota 55025
 Job Location: TH 36 from TH 61 to 350' East of Hazelwood Street Contract No. 09-08
 English Street from 850' South of TH 36 to Gervais Ave

In accordance with Standard Specifications 1103 and 1403, you are hereby authorized and instructed to do the work described herein.

On TH 36, City of Maplewood has requested the Contractor to provide and install new sanitary castings for the project. The Engineer has determined that this is extra work in accordance with Mn/DOT Spec. 1403.

The Contractor will provide all materials, equipment and labor necessary to provide and install new sanitary castings.

All work will be done in accordance with the pertinent portions of the Special Provisions, MN/DOT Standard Specifications, Mn/DOT Standard Plates, Mn/DOT Standard Plan Sheets, and the Plan and as directed by the Engineer.

Payment for this work will be made at the negotiated unit prices shown in Estimate of Cost.

ESTIMATE OF COST

Item No.	Item	Unit	Unit Price	Quantity	Amount	Group
	New Sanitary Castings	EA	\$745.00	23	\$17,135.00	11

Number of attached sheets: None

Contract Amount is increased by: **\$17,135.00**

Contract time is: Increased by Working Days Calendar Days Not changed

Signature	Date
Project Engineer/Supervisor	
Contractor Authorized Representative	
*Assistant District Engineer	
**Local Agency	
***Consultant Contract Administrator	

- * Required for Work Orders that exceed \$25,000.00
- ** Required if work funded wholly or in part by a Local Agency
- *** Recommendation for Approval

Original to Project File
 Copy to Contractor, Construction and Innovative Contracting (submit with Final);
 Copy to Local Agency and MN/DOT Municipal Agreement Unit if funded wholly or in part by Local Agency Funds

Rustad, Eric (DOT)

From: Dave Hoehn <dave@forestlakecontracting.com>
Sent: Thursday, May 23, 2013 4:31 PM
To: Rustad, Eric (DOT)
Cc: dan@forestlakecontracting.com; al@forestlakecontracting.com
Subject: RE: New Sanitary Castings - 36/English (C.P. 09-08)
Attachments: doc01681120130523152954.pdf; doc01681120130523152954.pdf

<<...>>

Eric,

I have attached an invoice for the sanitary castings.

Price breakdown:	Material (Ess Bros. invoice)	\$297.00
	Sales tax	<u>\$21.16</u>
		\$318.16
	15% on material	<u>\$47.72</u>
	Total material	\$365.88
	Contract price to adjust (Bid item 223)	<u>\$375.00</u>
	Total:	\$740.88
	Price Quoted:	\$745.00

If you need more info please contact me.

Thanks,

David G. Hoehn

Forest Lake Contracting, Inc.

Project Manager / Estimator

Cell: 651-248-4253

Office Phone: 651 464-4500

Fax: 651 464-4722

dave@forestlakecontracting.com

-----Original Message-----

From: Rustad, Eric (DOT) [<mailto:eric.rustad@state.mn.us>]
Sent: Thursday, May 23, 2013 12:12 PM
To: Dave Hoehn
Subject: RE: New Sanitary Castings - 36/English (C.P. 09-08)

Dave,

Could you send me an invoice on the sanitary sewer casting? Estimating is asking.

Thank You,

Eric

Eric L. Rustad

Project Engineer

Mn/DOT Metro Division Construction

3485 Hadley Ave N

Oakdale, MN 55128

651-366-4303

eric.rustad@state.mn.us

-----Original Message-----

From: Dave Hoehn [<mailto:dave@forestlakecontracting.com>]

Sent: Wednesday, March 20, 2013 8:12 AM

To: Rustad, Eric (DOT)

Cc: dan@forestlakecontracting.com; al@forestlakecontracting.com; rlindblom@ci.maplewood.mn.us

Subject: RE: New Sanitary Castings - 36/English (C.P. 09-08)

Eric,

We have reviewed the plan sheets and plate No. 301 provided by the City of Maplewood for the proposed new sanitary castings.

All of these castings will be in the street and as such will require a new casting, sawing, bit removal, excavation, raise and adjust and repaving.

The price for Bid Line No. 221, Casting Assemblies, reflects furnishing over 90% of the quantity as curb catch basins that are provided to and installed by the curb & gutter contractor.

A new bid item, Furnish and Install Added Sanitary Castings (23 ea.) needs to be added to the contract.

Our price for this item is \$745.00 per each.

Sincerely,

David G. Hoehn

Forest Lake Contracting, Inc.

Project Manager / Estimator

Cell: 651-248-4253

Office Phone: 651 464-4500

Fax: 651 464-4722

dave@forestlakecontracting.com

-----Original Message-----

From: Allen Johnson [<mailto:al@forestlakecontracting.com>]

Sent: Tuesday, March 19, 2013 7:05 AM

To: dan@forestlakeco

Cc: dave@forestlakec

Subject: [Fwd: FW: Send data from MFP-07167672 03/18/2013 10:32]

----- Original Message -----

Subject: FW: Send data from MFP-07167672 03/18/2013 10:32

From: "Randy Lindblom" <rlindblom@ci.maplewood.mn.us>

Date: Mon, March 18, 2013 9:09 am

To: "Allen Johnson" <al@forestlakecontracting.com>

Cc: "Shogren, Daniel (DOT)" <dan.shogren@state.mn.us>

"Rustad, Eric (DOT)" <eric.rustad@state.mn.us>

"Jason Kreger" <jason.kreger@ci.maplewood.mn.us>

These maps did not scan very well and did not scan in color but I gave Jason

2 colored copies of the sanitary castings that will need replacement. There are 23 total. Jason will get a hard copy to Tom P. and can leave an extra in the field office if needed. The hard copies are much easier to read.

-----Original Message-----

From: Toshiba Scan [<mailto:ToshibaScan@ci.maplewood.mn.us>]

Sent: Monday, March 18, 2013 10:33 AM

To: Randy Lindblom

Subject: Send data from MFP-07167672 03/18/2013 10:32

Scanned from MFP-07167672.

Date: 03/18/2013 10:32

Pages:2

Resolution:200x200 DPI

Al Johnson

General Superintendent

Forest Lake Contracting

office 651-464-4500

Cell 651-248-4254

al@forestlakecontracting.com

Quotation

ALL BIDDERS



Ess Brothers and Sons, Inc.

9350 County Road 19
Loretto, MN 55357
763-478-2027 or Outstate 800-478-2027
Fax 763-478-8868

CITY: MAPLEWOOD
PROJECT NAME/NUMBER: TH 36 & ENGLISH ST
DATE OF BID OPENING:
ENGINEER/PHONE #: FOREST LAKE

QUANTITY	DESCRIPTION	UNIT WEIGHT	SURCHARGE	UNIT PRICE	UNIT PRICE + SURCHARGE	TOTAL
23	R-1678 SELF SEALING SANITARY MH			\$297.00	318 ¹⁶ w 71	\$6,831.00
23	36OD X 12 External Infi-Shield Seal			\$130.00		\$2,990.00
	FREIGHT					\$0.00
	TOTAL WEIGHT OF SHIPMENT			0		
	PREPARED BY: ANDY JORGES					
Surcharge rate per Lbs: \$0.000				Subtotal		\$9,821.00
Tax rate: 7.125 %				Tax		\$699.75
				Total		\$10,520.75

Quantities are approximate, changes could alter price.
Freight is estimated on one single shipment.

Quotes Valid for 60 days

***SPECIAL ORDER ITEMS ARE NON-RETURNABLE

Ess Brothers and Sons, Inc.

Contractor is responsible for correct sales tax

Accepted By: _____

Job Number: _____

Date: _____

Quotation

ALL BIDDERS



Ess Brothers and Sons, Inc.

9350 County Road 19
Loretto, MN 55357
763-478-2027 or Outstate 800-478-2027
Fax 763-478-8868

CITY: MAPLEWOOD
PROJECT NAME/NUMBER: TH 36 & ENGLISH ST
DATE OF BID OPENING:
ENGINEER/PHONE #: FOREST LAKE

QUANTITY	DESCRIPTION	UNIT WEIGHT	SURCHARGE	UNIT PRICE	UNIT PRICE + SURCHARGE	TOTAL
23	R-1678 SELF SEALING SANITARY MH			\$297.00	318 ¹⁶ ₄₇	\$6,831.00
23	360D X 12 External Infi-Shield Seal			\$130.00		\$2,990.00
	FREIGHT					\$0.00
	TOTAL WEIGHT OF SHIPMENT			0		
PREPARED BY: ANDY JORGES						
Surcharge rate per Lbs: \$0.000				Subtotal		\$9,821.00
Tax rate: 7.125 %				Tax		\$699.75
				Total		\$10,520.75

Quantities are approximate, changes could alter price.
Freight is estimated on one single shipment.
Quotes Valid for 60 days

***SPECIAL ORDER ITEMS ARE NON-RETURNABLE

Ess Brothers and Sons, Inc.

Contractor is responsible for correct sales tax

Accepted By: _____

Job Number: _____

Date: _____

Rustad, Eric (DOT)

From: *DOT_EstimatingContractManagement
Sent: Wednesday, May 29, 2013 2:29 PM
To: Rustad, Eric (DOT)
Subject: RE: SP 6211-90 FW: New Sanitary Castings - 36/English (C.P. 09-08)

Price seems fine.
Thanks

Eric (Rick) Fyten
MN-DOT Estimating
Central Office-ST. PAUL
Phone: 651-366-4685
E-Mail: eric.fyten@state.mn.us

From: Rustad, Eric (DOT)
Sent: Tuesday, May 28, 2013 11:26 AM
To: Fyten, Eric (DOT)
Subject: SP 6211-90 FW: New Sanitary Castings - 36/English (C.P. 09-08)

Rick,

Attached are the invoices for the sanitary castings.

Thank You,

Eric

Eric L. Rustad
Project Engineer
Mn/DOT Metro Division Construction
3485 Hadley Ave N
Oakdale, MN 55128
651-366-4303
eric.rustad@state.mn.us

From: Dave Hoehn [<mailto:dave@forestlakecontracting.com>]
Sent: Thursday, May 23, 2013 4:31 PM
To: Rustad, Eric (DOT)
Cc: dan@forestlakecontracting.com; al@forestlakecontracting.com
Subject: RE: New Sanitary Castings - 36/English (C.P. 09-08)

<<...>>

Eric,

I have attached an invoice for the sanitary castings.

State of Minnesota - Department of Transportation
WORK ORDER - MINOR EXTRA WORK # 6

Contractor: Forest Lake Contracting Inc. State Project No.: SP 6211-90
 Address: 14777 Lake Drive Federal Project No.: STP-TEAX 6212 (278)
 Forest Lake, Minnesota 55025
 Job Location: TH 36 from TH 61 to 350' East of Hazelwood Street Contract No. 09-08
 English Street from 850' South of TH 36 to Gervais Ave

In accordance with Standard Specifications 1103 and 1403, you are hereby authorized and instructed to do the work described herein.

On TH 36, St. Paul Regional Water Services and City of Maplewood requested the Contractor to provide rock bedding for unsuitable and unstable materials for watermains and storm sewers. The Engineer has determined that this is extra work in accordance with Mn/DOT Spec. 1403.

The Contractor will provide all materials, equipment and labor necessary to provide rock bedding and dispose of the unsuitable materials.

All work will be done in accordance with the pertinent portions of the Special Provisions, MN/DOT Standard Specifications, Mn/DOT Standard Plates, Mn/DOT Standard Plan Sheets, and the Plan and as directed by the Engineer.

Payment for this work will be made at the negotiated unit prices shown in Estimate of Cost.

ESTIMATE OF COST

Item No.	Item	Unit	Unit Price	Quantity	Amount	Group
	Rock Bedding	TON	\$31.16	150.00	\$4,674.00	11

Number of attached sheets: None

Contract Amount is increased by: **\$4,674.00**

Contract time is: Increased by Working Days Calendar Days Not changed

Signature	Date
Project Engineer/Supervisor	
Contractor Authorized Representative	
*Assistant District Engineer	
**Local Agency	
***Consultant Contract Administrator	

- * Required for Work Orders that exceed \$25,000.00
- ** Required if work funded wholly or in part by a Local Agency
- *** Recommendation for Approval

Original to Project File
 Copy to Contractor, Construction and Innovative Contracting (submit with Final);
 Copy to Local Agency and MN/DOT Municipal Agreement Unit if funded wholly or in part by Local Agency Funds

..... Unit Price Breakdown

- Materials: (Mat. Loaded, including taxes) =	\$15.70 / TN plus 15%	\$18.05 / Ton
Material Handling Cost (See previous summary for Unit Price No. 1):		
- Dump Fee	\$1.27 / CY(LV)	
- Load Excess Trench Dirt	\$1.00 / CY(LV)	
- Truck Excess Trench Dirt 1 Way Haul	\$8.04 / CY(LV)	
- Truck Rock	\$8.04 / CY(LV)	
	\$18.35 / CY(LV)	

Convert to Compacted Volume \$18.35 / CY(LV) / 1.4 \$13.11 / Ton

Unit Price to Provide Rock Bedding: \$31.16 / Ton

TES 4/30/1

Rustad, Eric (DOT)

From: Dave Hoehn <dave@forestlakecontracting.com>
Sent: Thursday, May 09, 2013 2:52 PM
To: Rustad, Eric (DOT)
Cc: dan@forestlakecontracting.com
Subject: RE: Granular Trench Backfill

Eric,

FLC will agree to the Unit Price of \$31.16 /TON for the 3/4" Rock.

Chris Brown will be responding to the Shaw sublet question.

Thanks,

David G. Hoehn
Forest Lake Contracting, Inc.
Project Manager / Estimator
Cell: 651-248-4253
Office Phone: 651 464-4500
Fax: 651 464-4722
dave@forestlakecontracting.com

From: Rustad, Eric (DOT) [<mailto:eric.rustad@state.mn.us>]
Sent: Thursday, May 09, 2013 2:17 PM
To: Dave Hoehn
Cc: rlindblom@ci.maplewood.mn.us; Jason Kreger; Michael Thompson; dan@forestlakecontracting.com
Subject: RE: Granular Trench Backfill

Dave,

Attached to this e-mail is a copy for the accepted prices. MnDOT Grading & Base Manual uses a conversion factor of 1.4 to convert CY to TONS. If FLC agrees to \$31.16/TON for ¾" Rock. I will finish up the work order that will cover this costs.

The Granular Backfill at \$22.58/CY is accepted.

Also, does FLC has a sublet form for Shaw Trucking? I don't have one in the Request to Sublet that was given to me.

Eric

Eric L. Rustad
Project Engineer
Mn/DOT Metro Division Construction
3485 Hadley Ave N
Oakdale, MN 55128
651-366-4303
eric.rustad@state.mn.us

From: Dave Hoehn [<mailto:dave@forestlakecontracting.com>]
Sent: Wednesday, May 08, 2013 8:59 AM

Rustad, Eric (DOT)

From: *DOT_EstimatingContractManagement
Sent: Tuesday, April 30, 2013 8:47 AM
To: Rustad, Eric (DOT)
Subject: RE: Unit Prices - Granular Backfill & Rock Bedding - Watermain Trench
Attachments: Copy of Unit Price Submittal -Granular Backfill - Trench TH36-English Street.xlsx

 Ted Snyder
Mn/DOT O.C.I.C.
Central Office
(651)366-4693
E-Mail: ted.snyder@state.mn.us

From: Rustad, Eric (DOT)
Sent: Monday, April 29, 2013 2:23 PM
To: *DOT_EstimatingContractManagement
Subject: FW: Unit Prices - Granular Backfill & Rock Bedding - Watermain Trench

Please review.

Thank You,

Eric

Eric L. Rustad
Project Engineer
Mn/DOT Metro Division Construction
3485 Hadley Ave N
Oakdale, MN 55128
651-366-4303
eric.rustad@state.mn.us

From: Dave Hoehn [<mailto:dave@forestlakecontracting.com>]
Sent: Monday, April 29, 2013 12:33 PM
To: Rustad, Eric (DOT)
Cc: dan@forestlakecontracting.com; al@forestlakecontracting.com
Subject: Unit Prices - Granular Backfill & Rock Bedding - Watermain Trench

Eric,

Please refer to Specifications Section SU, page 2, top paragraph.

We were directed by SPRWS to use granular backfill in a watermain trench. Per the referenced specs the material is to be furnished at the "contract price for Item 2451.609 Granular Backfill". The bid item Granular Backfill was missed in the contract bid items.

We also used ¾" rock for bedding in an unstable area when installing a 16" watermain on English Street. SPRWS advised us to also submit a unit price for this material.

We are submitting a unit price for these items. The attached documents are the breakdown of the unit prices.

Please process a WO adding this to the contract.

Thanks,

David G. Hoehn

Forest Lake Contracting, Inc.

Project Manager / Estimator

Cell: 651-248-4253

Office Phone: 651 464-4500

Fax: 651 464-4722

dave@forestlakecontracting.com

Mn/DOT TP-2460-0112-10

SHEET OF SHEETS

State of Minnesota - Department of Transportation
WORK ORDER - MINOR EXTRA WORK # 7

Contractor: Forest Lake Contracting Inc. State Project No.: SP 6211-90
 Address: 14777 Lake Drive Federal Project No.: STP-TEAX 6212 (278)
 Forest Lake, Minnesota 55025
 Job Location: TH 36 from TH 61 to 350' East of Hazelwood Street Contract No. 09-08
 English Street from 850' South of TH 36 to Gervais Ave

In accordance with Standard Specifications 1103 and 1403, you are hereby authorized and instructed to do the work described herein.

On TH 36, the plan omitted two pay items for gate valve box replacement and gate valve box repair. The Contractor was requested to submit a unit price for each item. The Engineer has determined that this is extra work in accordance with Mn/DOT Spec. 1403.

The Contractor will provide all materials, equipment and labor necessary to provide gate valve replacement or gate valve repair.

All work will be done in accordance with the pertinent portions of the Special Provisions, MN/DOT Standard Specifications, Mn/DOT Standard Plates, Mn/DOT Standard Plan Sheets, and the Plan and as directed by the Engineer.

Payment for this work will be made at the negotiated unit prices shown in Estimate of Cost.

ESTIMATE OF COST

Item No.	Item	Unit	Unit Price	Quantity	Amount	Group
	Gate Valve Box Replacement	EA	\$945.00	2	\$1,890.00	11
	Gate Valve Box Repair	EA	\$520.00	20	\$10,400.00	11

Number of attached sheets: None

Contract Amount is increased by: **\$12,290.00**

Contract time is: Increased by Working Days Calendar Days Not changed

Signature	Date
Project Engineer/Supervisor	
Contractor Authorized Representative	
*Assistant District Engineer	
**Local Agency	
***Consultant Contract Administrator	

- * Required for Work Orders that exceed \$25,000.00
- ** Required if work funded wholly or in part by a Local Agency
- *** Recommendation for Approval

Original to Project File
 Copy to Contractor, Construction and Innovative Contracting (submit with Final);
 Copy to Local Agency and MN/DOT Municipal Agreement Unit if funded wholly or in part by Local Agency Funds

Cost Breakdown for WO Request - Valve Box Replacement

Complete Replacement

Materials: See HD Waterworks quote

Valve Box Cover	1 ea	\$14.73	\$14.73
26" Top Section	1 ea	\$85.80	\$85.80
24" Valve Box Extension	1 ea	\$64.13	\$64.13
36" Valve Box Bottom Section	1 ea	\$78.00	\$78.00
6" Base	1 ea	\$71.93	\$71.93
			\$314.59
		Tax (7.125 %)	\$22.41
		15% MU	\$50.55
		Mat'ls sub total:	\$387.56

Labor/Equipment (Estimate 2 hour excavation)

Cat 420 Tractor Backhoe	2 hr	\$104.00	\$208.00
Foreman & Pickup	1.0 hr	\$103.00	\$103.00
Pipelayer	2 hr	\$60.65	\$121.30
Common Labor	2 hr	\$57.41	\$114.82
Tampers - 2 ea 1/2 hr	2 hr	\$5.00	\$10.00
		Labor / Equipment sub total:	\$557.12

Grand Total: \$944.68

Bid Price / Each: \$945.00

Cost Breakdown for WO Request - Valve Box Repair

Typical materials for repair of valve box

Materials:	Adapter (7" - 5 1/4") (Ess Bros.)	1 ea	\$95.00	\$95.00
	Top Section (26")	1 ea	\$85.80	\$85.80
	Valve Box Cover	1 ea	\$14.73	\$14.73
			<u>\$195.53</u>	<u>\$195.53</u>
			Tax (7.125 %)	\$13.93
			15% MU	\$31.42
			Mat'ls sub total:	<u>\$240.88</u>

Labor/Equipment (Estimate 1 hour excavation)

	Cat 420 Tractor Backhoe	1 hr	\$104.00	\$104.00
	Foreman & Pickup	0.5 hr	\$103.00	\$51.50
	Pipelayer	1 hr	\$60.65	\$60.65
	Common Labor	1 hr	\$57.41	\$57.41
	Tampers - 2 ea 1/2 hr	1 hr	\$5.00	\$5.00
	Labor / Equipment sub total:		<u>\$278.56</u>	

Grand Total: \$519.44

Bid Price / Each: \$520.00

Rustad, Eric (DOT)

From: Dave Hoehn <dave@forestlakecontracting.com>
Sent: Thursday, May 09, 2013 3:35 PM
To: Rustad, Eric (DOT)
Cc: dan@forestlakecontracting.com; al@forestlakecontracting.com
Subject: Water Valve Housing Repair and/or Replacement
Attachments: Special Provision DIVISION SU, S-1, WATER SYSTEM Pages 1 - 4.pdf; TH 36 - Cost Breakdown - Valve Box Replacement.xlsx; TH 36 - Cost Breakdown - Valve Box Repair.xlsx

Eric,

A walk-through and inspection of the valve boxes on Gervais Ave was made by St Paul Regional Water (Jeff Martin) and FLC (Kelly Dunn) previous to any construction activities. A log was made noting any valve boxes that were damaged or moved off vertical such that a valve wrench could not be used. As a result FLC will need to (1) Repair valve boxes or (2) Replace valve boxes. This work is discussed in Division SU (See attached Special Provision, Division SU) and was to be paid for by a bid item on the Bid Schedule, however no bid item was included.

We are requesting a WO which adds 2 separate pay items to the Bid Schedule: (1) Valve Box Repair and (2) Valve Box Replacement. See the "Cost Breakdowns" for the respective items.

Your quick response to this request is appreciated.

Thanks,

David G. Hoehn
Forest Lake Contracting, Inc.
Project Manager / Estimator
Cell: 651-248-4253
Office Phone: 651 464-4500
Fax: 651 464-4722
dave@forestlakecontracting.com

Rustad, Eric (DOT)

From: *DOT_EstimatingContractManagement
Sent: Friday, May 10, 2013 10:27 AM
To: Rustad, Eric (DOT)
Subject: RE: Water Valve Housing Repair and/or Replacement

Prices seem fine. Send w.o. when written.
Also send me the S.P. #
Thanks

Eric (Rick) Fyten
MN-DOT Estimating
Central Office-ST. PAUL
Phone: 651-366-4685
E-Mail: eric.fyten@state.mn.us

From: Rustad, Eric (DOT)
Sent: Friday, May 10, 2013 9:57 AM
To: *DOT_EstimatingContractManagement
Subject: FW: Water Valve Housing Repair and/or Replacement

Please review.

Thank You,

Eric

Eric L. Rustad
Project Engineer
Mn/DOT Metro Division Construction
3485 Hadley Ave N
Oakdale, MN 55128
651-366-4303
eric.rustad@state.mn.us

From: Dave Hoehn [<mailto:dave@forestlakecontracting.com>]
Sent: Thursday, May 09, 2013 3:35 PM
To: Rustad, Eric (DOT)
Cc: dan@forestlakecontracting.com; al@forestlakecontracting.com
Subject: Water Valve Housing Repair and/or Replacement

Eric,

A walk-through and inspection of the valve boxes on Gervais Ave was made by St Paul Regional Water (Jeff Martin) and FLC (Kelly Dunn) previous to any construction activities. A log was made noting any valve boxes that were damaged or moved off vertical such that a valve wrench could not be used. As a result FLC will need to (1) Repair valve boxes or (2) Replace valve boxes. This work is discussed in Division SU (See attached Special Provision, Division SU) and was to be paid for by a bid item on the Bid Schedule, however no bid item was included.

DIVISION SU

S-1 **WATER SYSTEM**

All work affecting Water facilities shall comply with the latest edition of the Saint Paul Regional Water Services' (Hereafter may be referred to as SPRWS) "Standards for the Installation of Water Mains." All work related to SPRWS bid items must be approved in advance by a SPRWS representative.

General Excavation

The Contractor shall follow OSHA Standards for excavations, trenching and shoring (Federal Register Part 1926, Subpart P).

Employees shall be protected against cave-ins of excavations by adequate protective systems using trench boxes and shoring. The use of sloping or benching to achieve a protective system is not intended under this contract. The Contractor shall be responsible for the excavation throughout the life of the trench. The Contractor shall have a duly authorized "competent person" on-site. The competent person shall be capable of identifying hazards and taking prompt corrective measures to eliminate them. Inspections shall be in accordance with OSHA Standard Section 1926.651 (K)(1). All soils shall be classified as Type C. See **Trench Box/Excavation Safety** for specifics.

Damage to any private irrigation system during excavation will be the responsibility of the excavator to repair. Repairs will need to be coordinated with the property owner.

Pumping and Bailing

The Contractor shall, at their own expense, pump, or otherwise remove any water which may exist in the trenches and shall form all dams to other work necessary for keeping the excavation clear of water during progress of the work. In case of running sand or other bad ground, the work shall proceed continuously if the SPRWS representative so directs.

Backfilling and Compaction

All excavations must meet MNDOT Standard Specification for Construction Section 2451 for acceptable bedding and compaction. Contractor is responsible for backfilling, which shall include placement and compaction of suitable material in the trench from the top of the bedding to the bottom of the street surfacing. Backfill shall be placed and compacted so that a uniform density of 95% of the maximum density, as determined by the Standard Proctor Method is obtained, except for the upper three feet of the trench backfill, which shall be compacted to a density of 100%, as determined by the Standard Proctor Density (ASTM D-698). The methods and equipment used by the contractor for backfilling and compacting shall be such as to cause no damage to any of the sewers, water mains, utility installations, structures, etc., in the street or to any building or structure along the street. Special attention shall be given to work around utility installations, water mains, manholes, etc., to ensure adequate compaction of the fill under and adjacent to these installations in order to maintain their stability and that of the street surface. The SPRWS may require the Contractor to change his method or equipment used for compaction if, in their opinion, there is a possibility of damage to any installation in the street or to nearby structures.

Upon request of the SPRWS or City Engineer, the Contractor can be required to furnish evidence that density requirements have been met, at locations as directed by the SPRWS. Such evidence shall be in the form of reports made by an approved independent testing laboratory. The Contractor will be required to correct any deficiencies indicated by failing tests at their expense. Any excavation required to facilitate soil sampling or testing shall be done by and at the expense of the Contractor, as directed by SPRWS. The Contractor will be paid for actual invoiced costs, as received from the approved independent testing laboratory, for all density tests which pass the specified requirements. The Contractor will not be paid for costs of density tests which do not pass the specified requirements.

Suitable backfill material shall be defined as a mineral soil free of foreign materials (rubbish, debris, etc.) frozen clumps, oversized stone, rock, concrete or bituminous chunks and other unsuitable materials whose presence in the backfill, in the opinion of the SPRWS, may damage the pipe installation, prevent thorough compaction, or increase the risks of future settlement unnecessarily.

SPECIAL PROVISIONS

Page 2
S.P. 6211-90

Where suitable backfill material is not available from trench excavation contractor shall furnish granular backfill as directed by the SPRWS at contract price for Item 2451.609 Granular Backfill. In addition, Contractor shall dispose of all excess spoil to a location off the job site at no additional cost to SPRWS.

Valve Housing Inspection

Prior to construction, the SPRWS will locate the gate boxes in the existing street and the stop boxes in the boulevard or other areas. The Contractor will be furnished a list of these gate boxes and stop boxes at the Pre-Construction meeting.

The Contractor, with a minimum 48 hour notice will schedule with a representative of SPRWS and a Municipal Representative, an inspection all of the boxes on the site. Any that are found to be damaged, incomplete or buried shall be noted. The Contractor shall maintain all facilities in like repair and accessible throughout construction. If the Contractor fails to schedule and complete an inspection prior to construction, any facilities found to be damaged or broken within the construction area shall be assumed to have been damaged by the Contractor and the Contractor shall provide, at their expense, all labor and material needed for repair.

If broken top sections are noted on the valve housing in the roadway during the initial inspection, the SPRWS representative will authorize the Contractor to obtain replacement parts at the SPRWS Store Yard. Labor to replace the top sections, time and transportation to obtain replacements, will be considered incidental to the Adjust Gate Valve bid price, for which no compensation will be made

The SPRWS will provide the Contractor with measurements or drawings indicating the location of gate valves, air vents, and other water system items. It is the Contractor's responsibility to take ties or make markings so that these items can be located during all phases of construction, including grading and placement of non-wear and wear courses.

The Contractor will make specified gate valves, air vents, and other water system items accessible to SPRWS representative for operation and all testing is completed.

The Contractor shall notify the SPRWS three (3) days prior to placing the wearing course. Failure to do so does not relieve the Contractor of their responsibilities to raise all gate valve housings to final grade.

When the project is completed, the Contractor will supply personnel to work with SPRWS representative and a Municipal Representative to re-inspect all of the water facilities within the project. A deficiency list will be generated from this inspection and supplied to the Contractor for repair. The Contractor shall schedule the walk-through and complete the deficiency list items in such timely manner as the construction season allows, which may necessitate completing some of the items during the following season.

Service Curb Stop Box & Valve Housing - Adjustment /Repair

1. Service Curb Stop Box

(a) Adjustment

Item 2504.602 Adjust Curb Box shall be paid for at the contract price as shown on the Bid Schedule and shall be compensation in full for all labor, equipment and materials necessary to adjust EXISTING Service Curb Stop Boxes to finished grade. This item shall be used when an existing curb stop box is within a project area, yet it can be determined with certainty that the stop box itself has not been disturbed as part of the project. Generally this would be because the depth of the existing curb stop places it below the area disturbed by minor shaping and top soil placement, and would typically involve using an extension sleeve, coupler, adjustable repair top, or combination of these to correctly adjust to grade. If full depth excavation is needed instead, the appropriate pay item is **2504.602 Curb Box**.

Water Service work done under a separate excavation contract

When water service work is performed prior to the other work in the right-of-way all contractors coming onto the project must maintain the new standpipe at finished grade, including adjustment

SPECIAL PROVISIONS

Page 3
S.P. 6211-90

to proper ground elevation, proper alignment and access to the oriseal valve This proper alignment and condition must be maintained until final inspection.

Water Service work done under reconstruct contract

In those cases where the Contractor installs a new standpipe as part of the project, it is the Contractor's responsibility for the new standpipe. This includes adjustment to proper ground elevation, proper alignment and access to the oriseal valve. This must be maintained throughout operations. Adjusting to proper ground elevation may necessitate the Contractor returning to perform such work after final grade has been established and sod has been placed. This work shall be considered incidental, and no compensation shall be made therein.

Proper depth installation will not require cutting of the standpipe. However, work in rock areas may require cutting the standpipe, at the direction of the SPRWS before backfilling. This work of adjusting standpipes to proper finished grade , no compensation shall be made for the adjustment.

If the water stop box is in a new driveway or sidewalk, the Contractor is required to use an adjustable top for the standpipe to insure proper finishing of the concrete. Contractor will provide the appropriate "inset lid covers for sloped pavement" for use in concrete or bituminous (See Standard Plate D14).

Item 2506.516 Casting Assembly shall be paid as an each as shown on the Bid Schedule and shall be compensation in full for all labor and equipment required for furnishing and installing casting assemblies for driveways.

The Contractor must also protect the bolt assembly, top and bottom, from becoming locked into the concrete.

(b) Repair

Broken or damaged stop boxes requiring full depth excavation, as noted at the Pre-Construction Meeting, or during the initial inspection, will be repaired by the Contractor only as authorized by the Saint Paul Regional Water Services representative.

Item 2504.602 Curb Box shall be paid at the contract price per box as shown on the Bid Schedule and shall be compensation in full for all labor, equipment and materials required to completely excavate, replace the service box and the boot (if necessary) backfill, and adequately compact the excavation.

2. Water Valve Housing In Full Depth Asphalt Roadway Areas

(a) Adjustments

All valve housings shall be adjusted to grade, regardless of the existing elevation of the housing in relation to the pavement. Adjust Valve Box will be paid only for valve boxes adjusted in the roadbed.

Item 2504.602 Adjust Valve Box shall be paid at the contract price per box as shown on the Bid Schedule and shall be compensation in full for all equipment and materials necessary to adjust valve housing to finished street grade. Large (7" diameter) size top sections and/or inserts with adjustments from 3" to 12" may be purchased from Saint Paul Regional Water Services Warehouse; however small (5 1/4" diameter) size materials must be purchased from an independent supplier.

(b) Repair

If an existing large (7" diameter) valve housing has a previously damaged middle or bottom section it will require full excavation, and the housing will be replaced with a small (5 1/4" diameter) valve housing by the Contractor, as authorized by the SPRWS representative. An existing small (5 1/4" diameter) valve housing may not need full excavation for repair, but will also need to be replaced by the Contractor, as authorized by the SPRWS representative. An adapter to reduce the large gate box at the mid section to a small gate box is also available for purchase from ESS Brothers & Sons, Inc., Loretto, MN (part name - St Paul Water Conversion Extension) or approved equal.

SPECIAL PROVISIONS

Page 4
S.P. 6211-90

SPRWS does not require the removal of a top section of a valve box of any size. If they are removed as part of the construction process, it is the responsibility of the contractor to replace the top section to initial condition. If negligence occurs, i.e. broken during removal, damaged during construction, stolen or misplaced, it is the responsibility of the contractor to repair or replace the valve box and is considered to be incidental to the project costs. If it cannot be repaired, the contractor, only as authorized by the Saint Paul Regional Water Services' representative, will be required to excavate full depth and replace with a full valve box assembly using a (5 1/4" diameter) valve box assembly. This is the responsibility of the contractor and is to be considered incidental to **2504.602 Adjust Valve Box**.

Item 2504.602 Valve Box shall be paid at the contract price per box as shown on the Bid Schedule and shall be compensation in full for all labor, equipment and materials required to completely excavate, replace the valve housing and pot, if necessary, backfill and adequately compact the excavation.

3. Water Valve Housing Adjustment in Bituminous Overlay Areas

All valve housings in the roadbed shall be adjusted to grade, regardless of the existing elevation of the housing in relation to the pavement. Should the adjustment require, or if the Contractor chooses to remove the pavement around the valve, the pavement shall be replaced in kind. The cut around the valve shall be neat and the edges tacked prior to replacing the asphalt.

(a) Adjustments

Item 2504.602 Adjust Valve Box shall be paid at the contract price per box as shown on the Bid Schedule and shall be compensation in full for all equipment and materials necessary to adjust valve housing to finished street grade. The housing shall be adjusted to finished grade prior to placement of the wearing course. The Contractor may use adjustable inserts or rings & risers. Large (7" diameter) size inserts with adjustment from 3" to 12" can be purchased from the SPRWS Warehouse; however small (5 1/4" diameter) materials must be purchased from an independent supplier. If proper adjustment cannot be obtained, partial or full depth excavation will be necessary.

(b) Repair - partial depth excavation

Item 2504.602 Valve Box shall be paid at the contract price per box as shown on the Bid Schedule and shall be compensation in full for all labor, equipment and materials required to excavate, replace the valve box section(s), backfill, and adequately compact the excavation. An adapter to convert the large gate box at the mid section to a small is also available for purchase from ESS Brothers & Sons, Inc., Loretto, MN (part name - St Paul Water Conversion Extension) or approved equal, which shall be incidental to **2504.602 Valve Box**.

(c) Replace - full depth excavation

Item 2504.602 Valve Box shall be paid at the contract price per box as shown on the Bid Schedule and shall be compensation in full for all labor, equipment and materials required to excavate, replace the valve box section(s), backfill, and adequately compact the excavation. Valve Boxes to be replaced will be identified and paid only as authorized by the SPRWS representative, for a full valve box assembly.

4. Water Valve Housings in Grass Areas

If the boulevard grade is changed as part of this contract work, the Contractor shall adjust the valve boxes to finished boulevard grade and expose the top after turf establishment. That adjustment shall be classified as Incidental work. If the grade remains essentially unchanged, the Contractor will not be required to adjust water valve boxes to the final turf elevation

State of Minnesota - Department of Transportation
WORK ORDER - MINOR EXTRA WORK # 8

Contractor: Forest Lake Contracting Inc. State Project No.: SP 6211-90
 Address: 14777 Lake Drive Federal Project No.: STP-TEAX 6212 (278)
 Forest Lake, Minnesota 55025
 Job Location: TH 36 from TH 61 to 350' East of Hazelwood Street Contract No. 09-08
 English Street from 850' South of TH 36 to Gervais Ave

In accordance with Standard Specifications 1103 and 1403, you are hereby authorized and instructed to do the work described herein.

On TH 36, the Contractor was requested to provide two (2) 12" HDPE FES on the project to prevent flooding for a residence yard. The Engineer has determined that this is extra work in accordance with Mn/DOT Spec. 1403.

The Contractor will provide all materials, equipment and labor necessary to provide and install 12" HDPE FES.

All work will be done in accordance with the pertinent portions of the Special Provisions, MN/DOT Standard Specifications, Mn/DOT Standard Plates, Mn/DOT Standard Plan Sheets, and the Plan and as directed by the Engineer.

Payment for this work will be made at the negotiated unit prices shown in Estimate of Cost.

ESTIMATE OF COST

Item No.	Item	Unit	Unit Price	Quantity	Amount	Group
	12" HDPE FES	EA	\$294.00	2	\$588.00	13

Number of attached sheets: None

Contract Amount is increased by: **\$588.00**

Contract time is: Increased by Working Days Calendar Days Not changed

Signature	Date
Project Engineer/Supervisor	
Contractor Authorized Representative	
*Assistant District Engineer	
**Local Agency	
***Consultant Contract Administrator	

- * Required for Work Orders that exceed \$25,000.00
- ** Required if work funded wholly or in part by a Local Agency
- *** Recommendation for Approval

Original to Project File
 Copy to Contractor, Construction and Innovative Contracting (submit with Final);
 Copy to Local Agency and MN/DOT Municipal Agreement Unit if funded wholly or in part by Local Agency Funds

Rustad, Eric (DOT)

From: Dave Hoehn <dave@forestlakecontracting.com>
Sent: Monday, May 20, 2013 8:54 AM
To: Rustad, Eric (DOT)
Cc: Jason Kreger; dan@forestlakecontracting.com; al@forestlakecontracting.com
Subject: Added 12" HDPE FES
Attachments: doc01659120130520083223.pdf

Eric,

FLC installed 2 new 12" HDPE FES on culverts that drain the lawn east of the convenience store on the new Hwy 61 Frontage Road.

There is currently no contract bid item for 12" HDPE FES.

Our quote to furnish and install a 12" HDPE FES is \$294.00 /each. (Attached is a Cost Breakdown and material quote)

Contact me if you have any questions.

David G. Hoehn
Forest Lake Contracting, Inc.
Project Manager / Estimator
Cell: 651-248-4253
Office Phone: 651 464-4500
Fax: 651 464-4722
dave@forestlakecontracting.com

Cost Breakdown for WO Request - 12" HDPE FES

Install 2ea, 12" FES, Hwy 61 Frontage Road

Materials: See HD Waterworks quote
12" HDPE FES

2 ea	\$136.09	\$272.18
	Tax (7.125 %)	\$19.39
		<u>\$291.57</u>
	15% MU	\$43.74
	Mat'ls sub total:	<u>\$335.31</u>

Labor/Equipment

Cat 420 Tractor Backhoe	1 hr	\$104.00	\$104.00
Foreman & Pickup	0.25 hr	\$103.00	\$25.75
Pipelayer	1 hr	\$60.65	\$60.65
Common Labor	1 hr	\$57.41	\$57.41
Tamper	1 hr	\$5.00	\$5.00

Labor / Equipment sub total: \$252.81

Grand Total: \$588.12

Unit Price \$294.06

Bid Unit Price / Each: \$294.00

Job Name: 2013 ESTIMATING PRICES

EDEN PRAIRIE, MN

Seq#	Qty	Description	Units	Price	Ext. Price
7570	1	6" Corr Poly 90 Bend	EA	8.91	8.91
7580	1	6" Corr Poly Tee	EA	12.19	12.19
7590	1	6" Corr Poly Wye	EA	15.56	15.56
7600	1	6" Corr Poly End Plug	EA	3.32	3.32
7620	20	8" Corrugated HDPE Pipe-F477	FT	3.32	66.40
7630	20	10" Corrugated HDPE Pipe-F477	FT	4.41	88.20
7640	20	12" Corrugated HDPE Pipe-F477	FT	4.62	92.40
7650	20	15" Corrugated HDPE Pipe-F477	FT	6.42	128.40
7660	20	18" Corrugated HDPE Pipe-F477	FT	9.11	182.20
7670	20	24" Corrugated HDPE Pipe-F477	FT	17.35	347.00
7680	20	36" Corrugated HDPE Pipe-F477	FT	29.33	586.60
7700	1	12"-15" ADS Flared End Section	EA	136.09	136.09
7710	1	12" Trash Guard	EA	148.47	148.47
7720	1	12" Steel Apron	EA	87.07	87.07
7730	1	12" Galv Trash Guard	EA	148.27	148.27
7750	1	15" Trash Guard	EA	153.41	153.41
7760	1	15" Steel Apron	EA	102.00	102.00
7770	1	15" Galv Trash Guard	EA	185.43	185.43
7790	1	18" Flared End Section	EA	182.82	182.82
7800	1	18" Trash Guard	EA	183.36	183.36
7810	1	18" Steel Apron	EA	164.93	164.93
7820	1	18" Galv Trash Guard	EA	206.75	206.75
7840	1	24" Flared End Section	EA	234.64	234.64
7850	1	24" Trash Guard	EA	309.55	309.55
7860	1	24" Steel Apron	EA	198.00	198.00
7870	1	24" Galv Trash Guard	EA	276.22	276.22
7890	1	36" HDPE Flared End Section	EA	511.94	511.94
7900	1	36" Trash Guard	EA	595.02	595.02
STORMTECH					
7930	1	SC-310 Stormtech Chamber	EA	140.07	140.07
7940	1	SC-310 Chamber End Cap	EA	42.69	42.69
7960	1	SC-740 Stormtech Chamber	EA	333.50	333.50
7970	1	SC-740 Chamber End Cap	EA	60.03	60.03
7990	1	SC-3500 STORMTECH CHAMBER	EA	465.00	465.00
8000	1	SC-3500 CHAMBER END CAP	EA	315.00	315.00

NYLOPLAST STRUCTURES

Rustad, Eric (DOT)

From: *DOT_EstimatingContractManagement
Sent: Tuesday, May 28, 2013 7:24 AM
To: Rustad, Eric (DOT)
Subject: RE: Added 12" HDPE FES
Attachments: S.P. 6211-90 Water valve repair.pdf

Here you go.

Eric (Rick) Fyten
MN-DOT Estimating
Central Office-ST. PAUL
Phone: 651-366-4685
E-Mail: eric.fyten@state.mn.us

From: Rustad, Eric (DOT)
Sent: Tuesday, May 21, 2013 10:46 AM
To: *DOT_EstimatingContractManagement
Subject: FW: Added 12" HDPE FES

Please review price. Breakdown is attached.

Thank You,

Eric

Eric L. Rustad
Project Engineer
Mn/DOT Metro Division Construction
3485 Hadley Ave N
Oakdale, MN 55128
651-366-4303
eric.rustad@state.mn.us

From: Dave Hoehn [<mailto:dave@forestlakecontracting.com>]
Sent: Monday, May 20, 2013 8:54 AM
To: Rustad, Eric (DOT)
Cc: Jason Kreger; dan@forestlakecontracting.com; al@forestlakecontracting.com
Subject: Added 12" HDPE FES

Eric,

FLC installed 2 new 12" HDPE FES on culverts that drain the lawn east of the convenience store on the new Hwy 61 Frontage Road.

There is currently no contract bid item for 12" HDPE FES.
Our quote to furnish and install a 12" HDPE FES is \$294.00 /each. (Attached is a Cost Breakdown and material quote)

Contact me if you have any questions.

David G. Hoehn
Forest Lake Contracting, Inc.
Project Manager / Estimator
Cell: 651-248-4253
Office Phone: 651 464-4500
Fax: 651 464-4722
dave@forestlakecontracting.com

Cost Breakdown for WO Request - 12" HDPE FES

Install 2ea, 12" FES, Hwy 61 Frontage Road

Materials: See HD Waterworks quote
12" HDPE FES

2 ea	\$136.09	\$272.18
Tax (7.125 %)		\$19.39
		<u>\$291.57</u>
15% MU		\$43.74
Mat'ls sub total:		\$335.31

Labor/Equipment

Cat 420 Tractor Backhoe	1 hr	\$104.00	\$104.00
Foreman & Pickup	0.25 hr	\$103.00	\$25.75
Pipelayer	1 hr	\$60.65	\$60.65
Common Labor	1 hr	\$57.41	\$57.41
Tamper	1 hr	\$5.00	\$5.00

Labor / Equipment sub total: \$252.81

Grand Total: \$588.12
Unit Price \$294.06
Bid Unit Price / Each: \$294.00

Prices OK EDF 5-28-13

Job Name: 2013 ESTIMATING PRICES

EDEN PRAIRIE, MN

Seq#	Qty	Description	Units	Price	Ext. Price
7570	1	6" Corr Poly 90 Bend	EA	8.91	8.91
7580	1	6" Corr Poly Tee	EA	12.19	12.19
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7900	1	36" Trash Guard	EA	595.02	595.02
STORMTECH					
7930	1	SC-310 Stormtech Chamber	EA	140.07	140.07
7940	1	SC-310 Chamber End Cap	EA	42.69	42.69
7960	1	SC-740 Stormtech Chamber	EA	333.50	333.50
7970	1	SC-740 Chamber End Cap	EA	60.03	60.03
7990	1	SC-3500 STORMTECH CHAMBER	EA	465.00	465.00
8000	1	SC-3500 CHAMBER END CAP	EA	315.00	315.00

NYLOPLAST STRUCTURES

Mn/DOT TP-2460-0112-10

SHEET OF SHEETS

State of Minnesota - Department of Transportation
WORK ORDER - MINOR EXTRA WORK # 9

Contractor: Forest Lake Contracting Inc. State Project No.: SP 6211-90
 Address: 14777 Lake Drive Federal Project No.: STP-TEAX 6212 (278)
 Forest Lake, Minnesota 55025
 Job Location: TH 36 from TH 61 to 350' East of Hazelwood Street Contract No. 09-08
 English Street from 850' South of TH 36 to Gervais Ave

In accordance with Standard Specifications 1103 and 1403, you are hereby authorized and instructed to do the work described herein.

On TH 36, the Contractor was requested to provide an estimate for concrete sawing. The plan did not provide for concrete sawing. The Engineer has determined that this is extra work in accordance with Mn/DOT Spec. 1403.

The Contractor will provide all materials, equipment and labor necessary to provide concrete sawing.

All work will be done in accordance with the pertinent portions of the Special Provisions, MN/DOT Standard Specifications, Mn/DOT Standard Plates, Mn/DOT Standard Plan Sheets, and the Plan and as directed by the Engineer.

Payment for this work will be made at the negotiated unit prices shown in Estimate of Cost.

ESTIMATE OF COST

Item No.	Item	Unit	Unit Price	Quantity	Amount	Group
	Concrete Sawing Full Depth	LF	\$3.99	400	\$1,596.00	07, 08
	Prime Contractor 10%	LF	\$0.40	400	\$160.00	07, 08

Number of attached sheets: None

Contract Amount is increased by: **\$1,756.00**

Contract time is: Increased by Working Days Calendar Days Not changed

Signature	Date
Project Engineer/Supervisor	
Contractor Authorized Representative	
*Assistant District Engineer	
**Local Agency	
***Consultant Contract Administrator	

- * Required for Work Orders that exceed \$25,000.00
- ** Required if work funded wholly or in part by a Local Agency
- *** Recommendation for Approval

Original to Project File
 Copy to Contractor, Construction and Innovative Contracting (submit with Final);
 Copy to Local Agency and MN/DOT Municipal Agreement Unit if funded wholly or in part by Local Agency Funds

Rustad, Eric (DOT)

From: Dave Hoehn <dave@forestlakecontracting.com>
Sent: Monday, June 03, 2013 2:55 PM
To: Rustad, Eric (DOT)
Cc: dan@forestlakecontracting.com; Jason Kreger
Subject: RE: Concrete Sawing
Attachments: doc01731520130603144817.pdf

Eric,

We request a WO adding a line item for "Concrete Sawing Full Depth".
The following is a breakdown of the unit Price:

Subcontractor quote (See attached quote from Central Minnesota Sawing)	\$3.50 per LF
Mobilization \$195.00 / 400 lf =	<u>\$0.49</u>
	\$3.99 per LF
10 % Contractor MU	<u>\$0.40</u>
Bid Unit Price	\$4.39 per LF

David G. Hoehn
Forest Lake Contracting, Inc.
Project Manager / Estimator
Cell: 651-248-4253
Office Phone: 651 464-4500
Fax: 651 464-4722
dave@forestlakecontracting.com

From: Rustad, Eric (DOT) [<mailto:eric.rustad@state.mn.us>]
Sent: Saturday, June 01, 2013 5:24 PM
To: Jason Kreger; Dave Hoehn
Cc: Weaver, Luverne (DOT); Shogren, Daniel (DOT); Randy Lindblom
Subject: Re: Concrete Sawing

Need to write a work order. I will need an estimated amount and unit price.

Eric

Eric Rustad
Project Engineer
MnDOT Metro Division Oakdale Construction
651-366-4303
eric.rustad@state.m.us

Sent from my Motorola Smartphone on the Now Network from Sprint!

-----Original message-----

From: Jason Kreger <jason.kreger@ci.maplewood.mn.us>
To: "Rustad, Eric (DOT)" <eric.rustad@state.mn.us>, Dave Hoehn <dave@forestlakecontracting.com>
Cc: "Weaver, Luverne (DOT)" <luverne.weaver@state.mn.us>, "Shogren, Daniel (DOT)" <dan.shogren@state.mn.us>, Randy Lindblom <rlindblom@ci.maplewood.mn.us>

Sent: Sat, Jun 1, 2013 11:22:19 CDT
Subject: Concrete Sawing

Eric and Dave,

Central Minnesota Sawing has performed some concrete sawing on SP6211-90. I briefly discussed this issue with Butch, and it turns out that we currently do not have a line item for concrete sawing. Would you like to do a work order or SA to get a payment mechanism in place? If not, how would you like me to notate this quantity for payment?

Thank you for your time.

Jason Kreger
Senior Engineering Technician
City of Maplewood
1902 East County Road B
Maplewood, MN 55109
Desk: (651) 249-2412
Fax: (651) 249-2409

Rustad, Eric (DOT)

From: Jason Kreger <jason.kreger@ci.maplewood.mn.us>
Sent: Monday, June 03, 2013 6:12 AM
To: Rustad, Eric (DOT); Dave Hoehn
Cc: Weaver, Luverne (DOT); Shogren, Daniel (DOT); Randy Lindblom
Subject: RE: Concrete Sawing

400 linear feet should suffice.

Thank you.

Jason

From: Rustad, Eric (DOT) [<mailto:eric.rustad@state.mn.us>]
Sent: Saturday, June 01, 2013 5:24 PM
To: Jason Kreger; Dave Hoehn
Cc: Weaver, Luverne (DOT); Shogren, Daniel (DOT); Randy Lindblom
Subject: Re: Concrete Sawing

Need to write a work order. I will need an estimated amount and unit price.

Eric

Eric Rustad
Project Engineer
MnDOT Metro Division Oakdale Construction
651-366-4303
eric.rustad@state.m.us

Sent from my Motorola Smartphone on the Now Network from Sprint!

-----Original message-----

From: Jason Kreger <jason.kreger@ci.maplewood.mn.us>
To: "Rustad, Eric (DOT)" <eric.rustad@state.mn.us>, Dave Hoehn <dave@forestlakecontracting.com>
Cc: "Weaver, Luverne (DOT)" <luverne.weaver@state.mn.us>, "Shogren, Daniel (DOT)" <dan.shogren@state.mn.us>, Randy Lindblom <rindblom@ci.maplewood.mn.us>
Sent: Sat, Jun 1, 2013 11:22:19 CDT
Subject: Concrete Sawing

Eric and Dave,

Central Minnesota Sawing has performed some concrete sawing on SP6211-90. I briefly discussed this issue with Butch, and it turns out that we currently do not have a line item for concrete sawing. Would you like to do a work order or SA to get a payment mechanism in place? If not, how would you like me to notate this quantity for payment?

Thank you for your time.

Jason Kreger
Senior Engineering Technician
City of Maplewood
1902 East County Road B

Rustad, Eric (DOT)

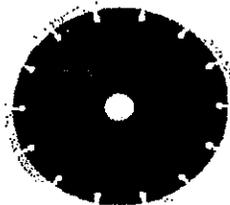
From: Jason Kreger <jason.kreger@ci.maplewood.mn.us>
Sent: Saturday, June 01, 2013 11:23 AM
To: Rustad, Eric (DOT); Dave Hoehn
Cc: Weaver, Luverne (DOT); Shogren, Daniel (DOT); Randy Lindblom
Subject: Concrete Sawing

Eric and Dave,

Central Minnesota Sawing has performed some concrete sawing on SP6211-90. I briefly discussed this issue with Butch, and it turns out that we currently do not have a line item for concrete sawing. Would you like to do a work order or SA to get a payment mechanism in place? If not, how would you like me to notate this quantity for payment?

Thank you for your time.

Jason Kreger
Senior Engineering Technician
City of Maplewood
1902 East County Road B
Maplewood, MN 55109
Desk: (651) 249-2412
Fax: (651) 249-2409



Central Minnesota Sawing LLC
For all your concrete and Bituminous Sawing Needs
SBE and DBE Certified Female Owned Company

10975 37th St
Clear Lake, MN 55319
Phone (320) 743-2001
Fax (320) 743-2002

Revised Quote for:

County: Ramsey
Project: HWY 36 English Street Interchange Improvements C.P.09-08
Location: Maplewood, MN
Letting Date: 12/07/2012

Sawing Bituminous Pavement (Full Depth)
5553. Linear Feet
Price per LF: \$1.52

Mobilizations
Price per Mob: \$195.00

RECEIVED 6-3-2013

Sawing Concrete Pavement (Full Depth)
400. Linear Feet
Price per LF: \$3.50

All labor and materials are included in price above. There will be a mobilization charge of \$195.00 per each call to this project to perform the work.

Brandon Doering, Estimator

Rustad, Eric (DOT)

From: *DOT_EstimatingContractManagement
Sent: Friday, June 07, 2013 10:05 AM
To: Rustad, Eric (DOT)
Subject: RE: Concrete Sawing

Price seems fine. Please send when written.

Eric (Rick) Fyten
MN-DOT Estimating
Central Office-ST. PAUL
Phone: 651-366-4685
E-Mail: eric.fyten@state.mn.us

From: Rustad, Eric (DOT)
Sent: Thursday, June 06, 2013 12:42 PM
To: *DOT_EstimatingContractManagement
Subject: FW: Concrete Sawing

Please review.

Thank You,

Eric

Eric L. Rustad
Project Engineer
Mn/DOT Metro Division Construction
3485 Hadley Ave N
Oakdale, MN 55128
651-366-4303
eric.rustad@state.mn.us

From: Dave Hoehn [<mailto:dave@forestlakecontracting.com>]
Sent: Monday, June 03, 2013 2:55 PM
To: Rustad, Eric (DOT)
Cc: dan@forestlakecontracting.com; Jason Kreger
Subject: RE: Concrete Sawing

Eric,

We request a WO adding a line item for "Concrete Sawing Full Depth".
The following is a breakdown of the unit Price:

Subcontractor quote (See attached quote from Central Minnesota Sawing)	\$3.50 per LF
Mobilization \$195.00 / 400 lf =	<u>\$0.49</u>
	\$3.99 per LF
10 % Contractor MU	<u>\$0.40</u>
Bid Unit Price	\$4.39 per LF

David G. Hoehn

Forest Lake Contracting, Inc.
Project Manager / Estimator
Cell: 651-248-4253
Office Phone: 651 464-4500
Fax: 651 464-4722
dave@forestlakecontracting.com

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Sent: Saturday, June 01, 2013 5:24 PM
To: Jason Kreger; Dave Hoehn
Cc: Weaver, Luverne (DOT); Shogren, Daniel (DOT); Randy Lindblom
Subject: Re: Concrete Sawing

Need to write a work order. I will need an estimated amount and unit price.

Eric

Eric Rustad
Project Engineer
MnDOT Metro Division Oakdale Construction
651-366-4303
eric.rustad@state.m.us

Sent from my Motorola Smartphone on the Now Network from Sprint!

-----Original message-----

From: Jason Kreger <jason.kreger@ci.maplewood.mn.us>
To: "Rustad, Eric (DOT)" <eric.rustad@state.mn.us>, Dave Hoehn <dave@forestlakecontracting.com>
Cc: "Weaver, Luverne (DOT)" <luverne.weaver@state.mn.us>, "Shogren, Daniel (DOT)" <dan.shogren@state.mn.us>, Randy Lindblom <rlindblom@ci.maplewood.mn.us>
Sent: Sat, Jun 1, 2013 11:22:19 CDT
Subject: Concrete Sawing

Eric and Dave,

Central Minnesota Sawing has performed some concrete sawing on SP6211-90. I briefly discussed this issue with Butch, and it turns out that we currently do not have a line item for concrete sawing. Would you like to do a work order or SA to get a payment mechanism in place? If not, how would you like me to notate this quantity for payment?

Thank you for your time.

Jason Kreger
Senior Engineering Technician
City of Maplewood
1902 East County Road B
Maplewood, MN 55109
Desk: (651) 249-2412
Fax: (651) 249-2409

State of Minnesota - Department of Transportation
WORK ORDER - MINOR EXTRA WORK # 10

Contractor: Forest Lake Contracting Inc. State Project No.: SP 6211-90
 Address: 14777 Lake Drive Federal Project No.: STP-TEAX 6212 (278)
 Forest Lake, Minnesota 55025
 Job Location: TH 36 from TH 61 to 350' East of Hazelwood Street Contract No. 09-08
 English Street from 850' South of TH 36 to Gervais Ave

In accordance with Standard Specifications 1103 and 1403, you are hereby authorized and instructed to do the work described herein.

On TH 36, the Contractor was requested to provide backflow preventers for a residence yard. The Engineer has determined that this is extra work in accordance with Mn/DOT Spec. 1403.

The Contractor will provide all materials, equipment and labor necessary to provide and install backflow preventers.

All work will be done in accordance with the pertinent portions of the Special Provisions, MN/DOT Standard Specifications, Mn/DOT Standard Plates, Mn/DOT Standard Plan Sheets, and the Plan and as directed by the Engineer.

Payment for this work will be made at the negotiated unit prices shown in Estimate of Cost.

ESTIMATE OF COST

Item No.	Item	Unit	Unit Price	Quantity	Amount	Group
	14" Duck Bill Backflow Preventers	EA	\$3,110.00	2	\$6,220.00	13

Number of attached sheets: None

Contract Amount is increased by: **\$6,220.00**

Contract time is: Increased by Working Days Calendar Days Not changed

Signature	Date
Project Engineer/Supervisor	
Contractor Authorized Representative	
*Assistant District Engineer	
**Local Agency	
***Consultant Contract Administrator	

- * Required for Work Orders that exceed \$25,000.00
- ** Required if work funded wholly or in part by a Local Agency
- *** Recommendation for Approval

Original to Project File
 Copy to Contractor, Construction and Innovative Contracting (submit with Final);
 Copy to Local Agency and MN/DOT Municipal Agreement Unit if funded wholly or in part by Local Agency Funds

Cost Breakdown for WO Request - 14" "Duck Bill Backflow Preventers

Install 2ea, 12" FES, Hwy 61 Frontage Road

Materials:	See HD Waterworks quote		
	14" "Duck Bill" BF Preventers	2 ea	\$2,418.41 \$4,836.82
			Tax (7.125 %) \$344.62
			<u>\$5,181.44</u>
			15% MU \$777.22
			Mat's sub total: <u>\$5,958.66</u>

Labor/Equipment (1 hr on each)			
	Foreman & Pickup	0.25 hr	\$103.00 \$25.75
	Pipelayer	2 hr	\$60.65 \$121.30
	Common Labor	2 hr	\$57.41 \$114.82
			Labor / Equipment sub total: <u>\$261.87</u>

Grand Total: \$6,220.53
 Unit Price \$3,110.26
Bid Unit Price / Each: \$3,110.00



PS Bid #: JMH2305318
 Job Name: HWY 36 & ENGLISH ST-CHECK VLVS
 Location: MAPLEWOOD, MN
 Customer: FOREST LAKE CONTRACTING IN
 Engineer:
 Bid date: 5/24/13

Salesman: MARK HINES
 Branch: EDEN PRAIRIE, MN
 Phone: (952) 974-8114
 Fax: (952) 937-8065
 Mobile: (612) 597-8509

Seq#	Qty	Description	Units	Price	Ext. Price
TIDEFLEX CHECK VALVES					
30	2	14" TIDEFLEX TF-1 DUCK BILL STYLE CHECK VALVE TO FIT ON 12" CORRUGATED HDPE PIPE W/ ON OD OF 14.05"	EA	2,814.81	5,629.62
PRICES DO NOT INCLUDE TAX					
DELIVERY IS 3-4 WEEKS AFTER RECEIPT OF APPROVED SHOP DRAWINGS					
				Sub Total	\$5,629.62
<i>Bid Totals</i>				Bid Total	\$5,629.62

Rustad, Eric (DOT)

From: Dave Hoehn <dave@forestlakecontracting.com>
Sent: Friday, May 24, 2013 5:19 PM
To: Rustad, Eric (DOT)
Cc: dan@forestlakecontracting.com; al@forestlakecontracting.com
Subject: Quote for 14" Duck Bill backflow preventers to fit a 12" HDPE pipe
Attachments: TH 36 - Cost Breakdown - Added 12 inch DUCK BILL backflow preventors.xlsx;
doc01693820130524170720.pdf

Erick,

We are submitting a unit price quote of \$3110.00 per each to provide a backflow preventer on the 12" HDPE pipes in MHs 735B and 731.

Attached is a cost breakdown and a copy of the material quote.

Please note that delivery is 3-4 weeks after receipt of approved shop drawings.

Contact me if you have any questions.

David G. Hoehn
Forest Lake Contracting, Inc.
Project Manager / Estimator
Cell: 651-248-4253
Office Phone: 651 464-4500
Fax: 651 464-4722
dave@forestlakecontracting.com

Rustad, Eric (DOT)

From: *DOT_EstimatingContractManagement
Sent: Monday, June 10, 2013 2:12 PM
To: Rustad, Eric (DOT)
Subject: RE: Quote for 14" Duck Bill backflow preventers to fit a 12" HDPE pipe

Price looks good, need S.P. #

 Ted Snyder
Mn/DOT O.C.I.C.
Central Office
Office (651) 366-4693
Cell (651) 263-0795
E-Mail: ted.snyder@state.mn.us

From: Rustad, Eric (DOT)
Sent: Monday, June 10, 2013 9:03 AM
To: *DOT_EstimatingContractManagement
Subject: FW: Quote for 14" Duck Bill backflow preventers to fit a 12" HDPE pipe

Please review.

Thank You,

Eric

Eric L. Rustad
Project Engineer
Mn/DOT Metro Division Construction
3485 Hadley Ave N
Oakdale, MN 55128
651-366-4303
eric.rustad@state.mn.us

From: Dave Hoehn [<mailto:dave@forestlakecontracting.com>]
Sent: Friday, May 24, 2013 5:19 PM
To: Rustad, Eric (DOT)
Cc: dan@forestlakecontracting.com; al@forestlakecontracting.com
Subject: Quote for 14" Duck Bill backflow preventers to fit a 12" HDPE pipe

Erick,

We are submitting a unit price quote of \$3110.00 per each to provide a backflow preventer on the 12" HDPE pipes in MHs 735B and 731.

Attached is a cost breakdown and a copy of the material quote.

Please note that delivery is 3-4 weeks after receipt of approved shop drawings.

Contact me if you have any questions.

David G. Hoehn
Forest Lake Contracting, Inc.

Mn/DOT TP-2460-0112-10

SHEET OF SHEETS

State of Minnesota - Department of Transportation
WORK ORDER - MINOR EXTRA WORK # 11

Contractor: Forest Lake Contracting Inc. State Project No.: SP 6211-90
Address: 14777 Lake Drive Federal Project No.: STP-TEAX 6212 (278)
Forest Lake, Minnesota 55025
Job Location: TH 36 from TH 61 to 350' East of Hazelwood Street Contract No. 09-08
English Street from 850' South of TH 36 to Gervais Ave

In accordance with Standard Specifications 1103 and 1403, you are hereby authorized and instructed to do the work described herein.

On TH 36, the Contractor was requested by the City of Maplewood to provide a staircase for employees of a local business to allow them to go down the steep slope from the parking lot to the business during the construction of Gervais Avenue. The Engineer has determined that this is extra work in accordance with Mn/DOT Spec. 1403.

The Contractor will provide all materials, equipment and labor necessary to provide and install a staircase.

All work will be done in accordance with the pertinent portions of the Special Provisions, MN/DOT Standard Specifications, Mn/DOT Standard Plates, Mn/DOT Standard Plan Sheets, and the Plan and as directed by the Engineer.

Payment for this work will be made at the negotiated unit prices shown in Estimate of Cost.

ESTIMATE OF COST

Item No.	Item	Unit	Unit Price	Quantity	Amount	Group
	Staircase	LS	\$5,240.42	1	\$5,240.42	08
	Prime Contractor 10%	LS	\$524.04	1	\$524.04	08

Number of attached sheets: None

Contract Amount is increased by: \$5,764.46

Contract time is: Increased by Working Days Calendar Days Not changed

Signature	Date
Project Engineer/Supervisor	
Contractor Authorized Representative	
*Assistant District Engineer	
**Local Agency	
***Consultant Contract Administrator	

* Required for Work Orders that exceed \$25,000.00
** Required if work funded wholly or in part by a Local Agency
*** Recommendation for Approval

Original to Project File
Copy to Contractor, Construction and Innovative Contracting (submit with Final);
Copy to Local Agency and MN/DOT Municipal Agreement Unit if funded wholly or in part by Local Agency Funds



14777 Lake Drive
Forest Lake, MN 55025

PH: (651) 464-4500
FAX: (651) 464-4722

Eric L. Rustad
Project Engineer
Mn/DOT Metro Division Construction
3485 Hadley Ave N
Oakdale, MN 55128

RE: S. P. 6211 – 90
TH36 / English Street Interchange

Eric,

Enclosed here with is a breakdown of the cost to build a safety stairway as requested by the City of Maplewood.

We are requesting a WO as follows:

Lunda's Cost	\$5,240.42
Prime Contractor MU (10%)	<u>\$524.04</u>
Total Amount	\$5,764.46

Please process a WO adding \$5,764.46 to the contract.

Thanks,

A handwritten signature in cursive script, appearing to read 'David G. Hoehn', written in black ink.

David G. Hoehn
Project Manager / Estimator
Forest Lake Contracting, Inc.
14777 Lake Drive,
Forest Lake, MN 55025



LUNDA CONSTRUCTION COMPANY
620 GEBHARDT ROAD • P.O. BOX 669
BLACK RIVER FALLS, WI 54615

PH: (715) 284-9491 FAX: (715) 284-9146

BRIDGES • PILE DRIVING • DAMS

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May 14, 2013

Forrest Lake Contracting
14777 Lake Drive
Forrest Lake, MN 55025

Attn: Dave Hoehn

RE: S.P. 6211-90
Forrest Lake Contracting
TH36 / English Street Interchange
Lunda Job No. 6282

Gentlemen:

Attached is a breakdown of costs to build a safety stairway as requested by the City of Maplewood in the amount of \$5,240.42. This amount does not include prime contractor mark up. Please forward to the City of Maplewood at your earliest convenience.

If you have any questions, please feel free to contact me at our Twin Cities Office or by e-mail at bbartelt@lundaconstruction.com.

Very truly yours,

Lunda Construction Company

Bruce Bartelt

Bruce Bartelt
Project Manager

BB/rt

CC: MSP
BRF

6282 - Build safety stairway

<u>Labor Costs</u>	Unit	Rate	Total
<u>Wages</u>			
Carp. Foreman	13.00	\$35.34	\$459.42
Overtime	0.00	\$53.01	\$0.00
Carpenter	16.00	\$33.34	\$533.44
Overtime	1.00	\$50.01	\$50.01
Operator	16.00	\$32.47	\$519.52
Overtime	0.00	\$48.71	\$0.00
62% Allowance			\$968.68
<u>Benefits</u>			
Carpenters	30.00	\$16.73	\$501.90
Operators	16.00	\$16.74	\$267.84
<u>Equipment</u>			
Foreman pickup (hr)	13.00	\$12.00	\$156.00
Miller gen/welders (hr)	17.00	\$7.11	\$120.87
Volvo loader (hr)	2.00	\$45.57	\$91.14
<u>Material</u>			
Lunda lumber materials			
4x4x12' (pcs)	32.00	\$10.80	\$345.60
2x4x16' (pcs)	24.00	\$4.91	\$117.84
4x8x3/4" plywood (pcs)	10.00	\$35.20	\$352.00
Menards lumber (LS)	1.00	\$551.17	\$551.17
Sales tax (included above)			
15% material allowance			\$204.99
<u>Subcontractor</u>			
	0.00	\$0.00	\$0.00
10% Allowance			\$0.00
<u>Other Expenses</u>			
5% allowance	0.00	\$0.00	\$0.00
TOTAL			\$5,240.42

Bruce Bartelt

From: Joel Grenzer
Sent: Wednesday, April 17, 2013 7:27 AM
To: Bruce Bartelt
Subject: RE: Job 6282

Good morning Bruce,

See pricing below. This is Lunda's cost with no tax added.

Thanks

Joel Grenzer
Lunda Construction Company
Phone:920.853.3522
Fax:920.853-7170
Mobile:920.450.0881

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From: Bruce Bartelt
Sent: Wednesday, April 17, 2013 7:02 AM
To: Joel Grenzer
Subject: Job 6282

Joel,

Lunda did some Force Account work for the City of Maplewood and in addition to material we purchased, we used the following materials from the Coates yard:

32 pcs.....4x4x12' (\$675mbf or \$10.80ea)
24 pcs.....2x4x16' (\$460mbf or \$4.91ea)
10pcs.....4x8x3/4" plywood (\$1,100MSF or \$35.20ea)

Can you tell me what I should charge? I told them an invoice for this material would be tough to get. Thanks

Bruce Bartelt
Lunda Construction Co.
Rosemount, MN 55068
bbartelt@lundaconstruction.com
ph 651-437-9666 cell 651-248-0190
fax 651-437-1035

The information in this email is confidential and may be privileged. It is intended solely for those to who it is addressed; access to anyone else is unauthorized. If this message has been sent to you in error, do not review, disseminate, distribute or copy it. Please reply to the sender that you have received the message in error, then delete it. Thank you for your cooperation.



www.equipmentwatch.com

May 10, 2013

Rental Rate Blue Book®

Portable Welders Miscellaneous Models

Size Class:
201 - 300 amps 201 - 300 amps

Configuration for Portable Welders

Power Mode	Gasoline	Current	AC/DC-CC/CV
Mounting	Skid	Horsepower	20:0

Equipment Notes: CC-constant current; CV-constant voltage. Includes ground cable and lead cable only. Tire costs are not included for trailer mounted welders.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$110.00	\$31.00	\$8.00	\$1.00	\$6.45	\$7.07
Adjustments						
Region (Minnesota: 109.6%)	\$10.56	\$2.98	\$0.77	\$0.10		
Model Year (2010: 96.2%)	(\$4.58)	(\$1.29)	(\$0.33)	(\$0.04)		
Ownership (100%)	-	-	-	-		
Operating (100%)					\$6.45	\$7.11
Total:	\$115.98	\$32.69	\$8.44	\$1.06		

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	\$55.00 / mo
Overhaul (ownership)	27%	\$29.70 / mo
CFC (ownership)	7%	\$7.70 / mo
Indirect (ownership)	16%	\$17.60 / mo
Fuel (operating) @ \$3.45	80%	\$5.13 / hr

Revised Date: 1st Half 2013



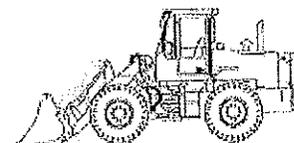
www.equipmentwatch.com

May 10, 2013

Rental Rate Blue Book®

Volvo L70C (disc. 1999)
4-Wd Articulated Wheel Loaders

Size Class:
120 - 134 HP 120 - 134 HP
Weight:
23,910 lbs.



Configuration for L70C

Power Mode	Diesel	Bucket Capacity - Heaped	2.4 cy
Net Horsepower	122.0	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$2,805.00	\$785.00	\$195.00	\$29.00	\$27.85	\$43.79
Adjustments						
Region (Minnesota: 111.2%)	\$314.16	\$87.92	\$21.84	\$3.25		
Model Year (1999: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$3,119.16	\$872.92	\$216.84	\$32.25	\$27.85	\$45.57

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$1,262.25 / mo
Overhaul (ownership)	36%	\$1,009.80 / mo
CFC (ownership)	8%	\$224.40 / mo
Indirect (ownership)	11%	\$308.55 / mo
Fuel (operating) @ \$4.13	58%	\$16.22 / hr

Revised Date: 2nd Half 2012

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2280 MAPLEWOOD DRIVE
MAPLEWOOD, MN

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RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 07/11/13



Sale Transaction

3" PREM DECK GLOBE	
2303515	26.79
TOTAL	26.79
RAMSEY Co-MN TAX 7.125%	1.91
TOTAL SALE	28.70
VISA 5037	28.70
012792	
Swiped	

TOTAL NUMBER OF ITEMS = 1

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Brittany

91789 06 4001 04/12/13 12:06PM 3059

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2280 MAPLEWOOD DRIVE
MAPLEWOOD, MN



Merchandise Return

Original Store : 3059
Original Register: 8
Original Trans # : 6323
Original Date : 04/10/13

2X10-16' #2&BTR FIR	
1022058	3 @16.52
ORDER	28763
	49.56-

2X12-16' #2&BTR FIR	-PICK
1022184	3 @20.12
END OF ORDER	
	60.36

TOTAL	10.80
RAMSEY Co-MN TAX 7.125%	4.30
RAMSEY Co-MN TAX 7.125%	3.53-
TOTAL SALE	11.57
VISA 5037	11.57
010003	
Swiped	

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

THANK YOU, YOUR CASHIER, JERI

61880 60 1460 04/10/13 09:39AM 3059



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2280 MAPLEWOOD DRIVE
MAPLEWOOD, MN

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 07/09/13



Sale Transaction

Cust name: lang	
ORDER	28845
2X12-16' #2&BTR FIR	-PICK
1022184	2 @20.12
END OF ORDER	40.24
TOTAL	40.24
RAMSEY Co-MN TAX 7.125%	2.87
TOTAL SALE	43.11
VISA 5037	43.11
010466	
Swiped	

TOTAL NUMBER OF ITEMS = 2

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

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

THANK YOU, YOUR CASHIER, Andrea

12967 05 7837 04/10/13 03:26PM 3059



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2280 MAPLEWOOD DRIVE
MAPLEWOOD, MN

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RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 07/11/13



Sale Transaction

GONADO 6FT - BLUE MARINA*	SB
7673016 480.00 @0.39	187.20
FLOOR ROOF KNIFE FATMAX	
2375280	5.99
TOTAL	193.19
RAMSEY Co-MN TAX 7.125%	13.76
TOTAL SALE	206.95
VISA 5037	206.95
012913	
Swiped	

TOTAL SAVINGS 48.00

TOTAL NUMBER OF ITEMS = 481

GUEST COPY

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

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

SB = Special order items may be refunded at Menards sole discretion with a 25% restocking fee.

THANK YOU, YOUR CASHIER, April

77201 04 7010 04/12/13 11:05AM 3059



MENARDS - MAPLEWOOD
2280 MAPLEWOOD DRIVE
MAPLEWOOD, MN

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 07/09/13



Sale Transaction

3" PREM DECK GLOBE	
2303515	26.79
TOTAL	26.79
RAMSEY Co-MN TAX 7.125%	1.91
TOTAL SALE	28.70
VISA 5037	28.70
010681	
Swiped	

TOTAL NUMBER OF ITEMS = 1

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Stacy

90289 06 3326 04/10/13 02:55PM 3059



MENARDS - MAPLEWOOD
2280 MAPLEWOOD DRIVE
MAPLEWOOD, MN

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 07/09/13



Sale Transaction

Cust name: lang	
2" PREM DECK GLOBE	
2303492	26.79
T25 SECURITY 1" 1PK	
2520609 2 @1.28	2.56
3" PREM DECK GLOBE	
2303515	26.79
ORDER	28759
2X10-16' #2&BTR FIR -PICK	
1022058 3 @16.52	49.56
END OF ORDER	
TOTAL	105.70
RAMSEY Co-MN TAX 7.125%	7.53
TOTAL SALE	113.23
VISA 5037	113.23
010432	
Swiped	

TOTAL NUMBER OF ITEMS = 7

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, JULIE

43806 08 6323 04/10/13 09:27AM 3059

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KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 07/11/13



Sale Transaction

Cust name: lang		
ORDER	29036	
2X4-16' #2&BTR SPF	-PICK*	
1021143 20 @5.55		111.00
END OF ORDER		
TOTAL		111.00
RAMSEY Co-MN TAX 7.125%		7.91
TOTAL SALE		118.91
VISA 5037		118.91
012999		
Swiped		
TOTAL SAVINGS	17.60	
TOTAL NUMBER OF ITEMS =	20	

GUEST COPY

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

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

THANK YOU, YOUR CASHIER, Allie

77204 12 3872 04/12/13 09:53AM 3059

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Public Works Director/City Engineer
SUBJECT: **Approval of Resolution Adopting Support for Municipal Agreement Funding Application, County Road D Court Improvements, City Project 10-20**
DATE: June 17, 2013

INTRODUCTION

City staff is planning to pursue Mn/DOT Municipal Agreement funding for County Rd D Court Improvements. The Municipal Agreement program is administered by Mn/DOT and it provides local agencies funding to make improvements that benefit the trunk highway system. A resolution of support from the City Council is necessary for the submittal of the Municipal Agreement funding application.

BACKGROUND

Mn/DOT is currently soliciting applications for the Municipal Agreement program for Fiscal Year (FY) 2015. The Municipal Agreement program provides funding for construction projects that are administered by local agencies and provide a benefit to both the local community and the trunk highway system. The deadline for the submittal of funding application is July 17, 2013, and the application needs to include a resolution of support from the City Council.

The County Road D Court Improvement project, City Project 10-20, is proposed to be submitted for grant funding. Mn/DOT and the City have participated in numerous discussions over the past several years on the County Road D Court access at TH 61. Mn/DOT's desire is to close this access point; however access needs to be maintained to the properties and businesses along County Road D Court. The County Road D Court Improvements project would close the access at TH 61 and provide an alternative access from the County Road D/Hazelwood Street intersection to the east. This TH 61 access closure is eligible for Municipal Agreement funding. The attached exhibit identifies the proposed improvements that would be included in the application.

RECOMMENDATION

It is recommended that the city council approve the attached Resolution in support of the County Road D Court Improvements, C.P. 10-20 – Municipal Agreement Funding application.

Attachments:

1. Resolution: County Road D Court Improvements, C.P. 10-20 - Municipal Agreement Funding
2. County Road D Court Improvements Draft Plan

**CITY OF MAPLEWOOD
RAMSEY COUNTY, MINNESOTA**

**A RESOLUTION SUPPORTING MNDOT MUNICIPAL AGREEMENT APPLICATION
SUBMITTAL FOR THE COUNTY ROAD D COURT IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Maplewood is the official governing body; and

WHEREAS, the City of Maplewood is planning for improvements to County Road D Court east of Trunk Highway (TH) 61 which include the closure of the County Road D Court access to TH 61; and

WHEREAS, the City of Maplewood is requesting financial participation for the TH 61 access closure at County Road D Court and associated improvements from the Minnesota Department of Transportation through the Municipal Agreement program; and

WHEREAS, the City of Maplewood would be responsible for paying a portion of the project costs, including any costs ineligible for funding through this program; and

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

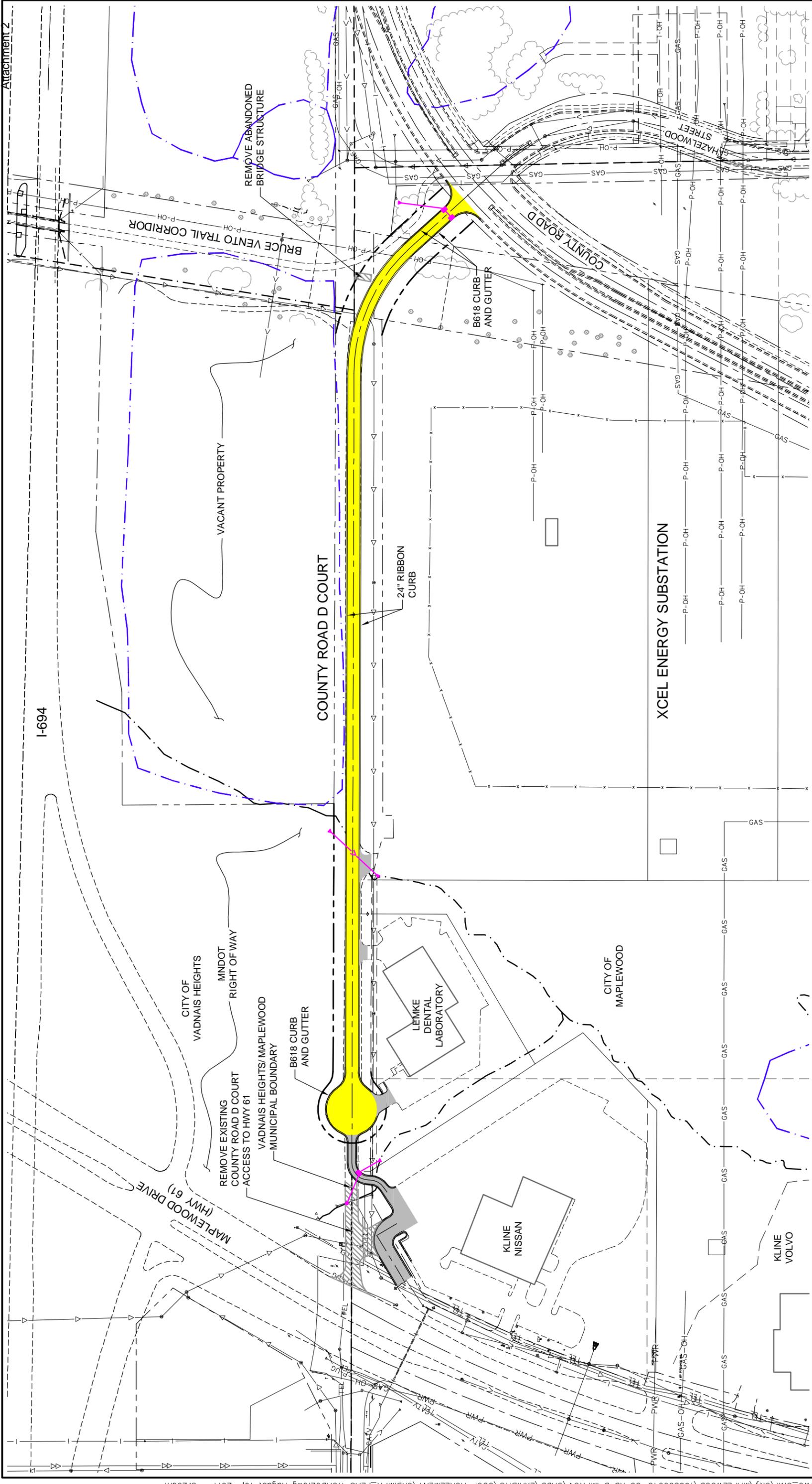
1. The City of Maplewood is hereby authorized to apply for Municipal Agreement funding for City Project 10-20, County Road D Court Improvements.
2. The City of Maplewood is committed to complete this project if Municipal Agreement Funding is provided.

Approved this 24th day of June 2013.

ATTEST:

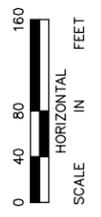
Karen Guilfoile, City Clerk

Will Rossbach, Mayor



LEGEND

-  PROPOSED PRIVATE ROADWAY IMPROVEMENTS
-  PROPOSED ROADWAY IMPROVEMENTS
-  PROPOSED STORM SEWER
-  PROPOSED DRAINAGE STRUCTURE
-  WETLAND BOUNDARY (NWI MAPPING)




City of Maplewood, Minnesota
Department of Public Works
Engineering Division



Kimley-Horn
and Associates, Inc.

TH 61 ACCESS CLOSURE AT COUNTY ROAD D COURT
MnDOT MUNICIPAL AGREEMENT APPLICATION
MnDOT FISCAL YEAR 2013
COUNTRY ROAD D COURT IMPROVEMENTS

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Michael Thompson, Dep. Public Works Director/City Engineer
SUBJECT: **Gladstone Area Phase 1 Bid Package 1 Improvements, City Project 04-21**
 a) **Resolution Directing Modification of Existing Construction Contract, Change Order No. 4**
 b) **Resolution Approving Final Payment and Acceptance of Project**
DATE: June 14, 2013

INTRODUCTION

The city council will consider approving the attached resolutions directing the modification of the existing construction contract and approving final payment and acceptance of project for the Gladstone Area Phase I Improvements, City Project 04-21. The change order reflects an increase in the construction contract due to additional erosion control work, trail improvements, and electrical work.

BACKGROUND

The council awarded a construction contract to Lunda Construction Company for the Gladstone Area Phase I Improvements, Bid Package 1, City Project 04-21 on June 27, 2011 in the amount of \$3,529,950.25.

There have been three change orders to the contract to date with a revised approved contract total of \$3,784,017.25.

DISCUSSION

Below is a summary of the items included in Change Order No. 4.

Schedule A – Street Improvements

The contract included various pay items to address erosion control during construction and conform to the requirements of the NPDES permit. The plans included details on the erosion control necessary for the project construction; however as a result of erosion control site inspections during construction, additional erosion control measures were needed to ensure the project conformed to the watershed and NPDES permit requirements. As a result, additional Temporary Ditch Check, Type 2 Biorolls were required on the project.

Schedule E – Rest Area Improvements

The contract included the reconstruction of a portion of the existing bituminous trail that travels along the east side of Phalen Creek under Frost Avenue. During construction it was determined that the trail traveling under the Frost Avenue bridge was also in poor condition and needed to be replaced. The Contractor agreed to reconstruct this additional trail utilizing the contract unit prices for this work.

Change Order No. 4 Schedule

The Gladstone Phase I Improvements project included work performed by Xcel Energy to bury their overhead utilities along the south side of Frost Avenue from Phalen Creek to East Shore Drive. City staff considered two options on the location to terminate the underground utility burial near Phalen Creek.

The first option extended the underground burial across the new Frost Avenue Bridge and terminated the burial on the west side of Phalen Creek. The city received a quote from the contractor to provide additional conduits through the bridge to facilitate this crossing. The electrical subcontractor stated that this work required specialty materials which needed to be ordered immediately to keep the project on schedule. After review of the additional cost for this option, city staff elected to not proceed with this option. The electrical subcontractor incurred restocking fees from the specialty parts that were ordered and subsequently returned. The subcontractor ordered these materials in good faith that the work would be approved and in the interest of not delaying the project. The contractor submitted a work order for the restocking fees associated with ordering these specialty materials.

The second option terminated the underground utility burial on the east side of Phalen Creek. City staff proceeded with this option due to the significant cost savings. This option required the installation of multiple conduits across Frost Avenue east of the bridge to allow for the underground roadway crossing of the private utilities prior to connecting the utilities to the existing power pole located on the north side of the roadway. The contractor was authorized to install these conduits as a part of the roadway construction.

Lastly, a contractor claim suggested that they did not receive payment for construction work or release of retainage on the project in a timely manner and submitted documentation to demonstrate that interest was owed in the amount of \$30,467.77. Staff disagreed with the contractor's request for payment of interest on this work. Staff exchanged multiple letters and phone calls with the contractor regarding this claim. Through conversations with the contractor, staff determined that it was unlikely that the contractor would dismiss this entire claim without legal action. Therefore, the city engineer and the contractor agreed to settle this dispute for less than half the contractor claim as a part of the final closeout of the project conditional upon the contractor submitting all necessary final paperwork; which they have now provided.

A summary of the costs included in Change Order No. 4 are as follows:

Revise Schedule A – Street Improvements	\$ 4,400.00
Revised Schedule E – Rest Area Improvements	\$ 4,813.60
<u>Add Change Order No. 4 Schedule</u>	<u>\$18,248.86</u>
Net Contract Increase	\$27,502.46

CONTRACT CLOSURE AND ACCEPTANCE

The contractor, Lunda Construction Company, has completed the project improvements. On June 27, 2011, the council awarded a contract to Lunda Construction Company in the amount of \$3,529,950.25. The four change orders to date will increase the contract amount by \$281,569.46 to a final contract amount of \$3,811,519.71.

The final construction cost of the project is \$3,811,518.50.

BUDGET

Approval of Change Order No. 4 will increase the project construction contract amount by \$27,502.46

from \$3,784,017.25 to \$3,811,519.71. No adjustments to the approved budget are needed.

RECOMMENDATION

Staff recommends that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 4, for the Gladstone Area Phase I Bid Package 1 Improvements, City Project 04-21. It is also recommended that the council approve the attached resolution for the Gladstone Area Phase I Improvements, City Project 04-21, Approving Final Payment and Acceptance of Project.

Attachments:

1. Resolution Directing Modification of Existing Construction Contract, Change Order No. 4
2. Resolution Approving Final Payment and Acceptance of Project
3. Change Order No. 4
4. Final Payment Application
5. IC-134 Documents

**RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
PROJECT 04-21, CHANGE ORDER NO. 4**

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

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 04-21, Change Order No. 4.

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

1. The mayor and city clerk are hereby authorized and directed to modify the existing contract by executing said Change Order No. 4 which is an increase of \$27,502.46.

The revised contract amount is \$3,811,519.71.

Adopted by the Maplewood City Council on this 24th day of June 2013.

**RESOLUTION
APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT
PROJECT 04-21**

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

WHEREAS, the City Engineer for the City of Maplewood has determined that the Gladstone Area Phase I Bid Package 1 Improvements, City Project 04-21 is complete and recommends acceptance of the project.

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

- 1 City Project 04-21 is complete and maintenance of these improvements is accepted by the city; and the final construction cost is \$3,811,518.50. Final payment to Lunda Construction Company and the release of any retainage or escrow is hereby authorized.

Adopted by the Maplewood City Council on this 24th day of June 2013.

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

PROJECT NAME: Gladstone Area Phase I Improvements
PROJECT NO: City Project 04-21, S.P. 6230-28/138-010-17
CONTRACTOR: Lunda Construction Company
CHANGE ORDER NO.: Four (4)
DATE: June 3, 2013

The following changes shall be made in the contract documents:

REVISE BID SCHEDULE A – STREET IMPROVEMENTS

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
63	Temp Ditch Check, Type 2 Biorolls	LIN FT	1,110	\$4.00	\$4,440.00

TOTAL SCHEDULE A **\$4,440.00**

REVISE BID SCHEDULE E – REST AREA IMPROVEMENTS

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
11	Bituminous Trail (2.5")	SQ FT	880	\$5.47	\$4,813.60

TOTAL SCHEDULE E **\$4,813.60**

ADD BID SCHEDULE CO #4 – CHANGE ORDER NO. 4

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	Electrical Conduits	LS	1	\$1,419.44	\$1,419.44
2	Electrical Material Restocking	LS	1	\$1,829.42	\$1,829.42
3	Interest Payment	LS	1	\$15,000.00	\$15,000.00

TOTAL SCHEDULE CO #4 **\$18,248.86**

TOTAL NET CHANGE ORDER NO. 4 **\$27,502.46**

CONTRACT STATUS:

Original Contract: **\$3,529,950.25**
Net Change of Prior Change: **\$254,067.00**
Change this Change Order: **\$27,502.46**
Revised Contract: **\$3,811,519.71**

Recommended By: Kimley-Horn and Associates, Inc.

By: Chad B. Linn

Date: 6/5/13

Agreed to By: Lunda Construction Company

By: Dan L. Blk

Date: 6-3-13

Approved By: City of Maplewood

By: _____
Mayor

Date: _____

By: _____
City Engineer

Date: _____

APPLICATION FOR PAYMENT PAYMENT NO. 10 - FINAL

Contract: 04-21
 Owner: City of Maplewood
 Contractor: Lunda Construction Company
 Project: Gladstone Area Phase 1 Improvements
 KHA Job No. 160500012

Application Date: 6/3/2013
 For Period Ending: 5/31/2013

Original Contract Amount:	\$	3,529,950.25
Contract Amendments:	\$	281,569.46
Contract Amount to Date:	\$	3,811,519.71
Total Amount of Work Completed to Date:	\$	3,811,518.50
Material Stored On-Site but not in Work:	\$	-
Gross Amount Due to Date:	\$	3,811,518.50
Less 0.00% Retainage:	\$	-
Amount Due to Date:	\$	3,811,518.50
Less Previous Payments:	\$	3,743,115.57
<u>Total Due This Application:</u>	<u>\$</u>	<u>68,402.93</u>

I hereby certify that all items and amounts shown are correct for the work completed to-date.

Contractor: LUNDA CONSTRUCTION COMPANY

By: *D. L. Blh*

Date: *6-3-13*

The Work on this project and application for payment have been reviewed and the amount shown is recommended for payment.

Engineer: KIMLEY-HORN AND ASSOCIATES, INC.

By: *Chad B. Lam*

Date: *6/5/13*

APPROVED FOR PAYMENT

Owner: CITY OF MAPLEWOOD

By:

Date:

PAYMENT HISTORY

Payment No.	Payment End-Date	Payment Application Date	Amount
1	7/31/2011	8/5/2011	\$ 196,812.78
2	8/31/2011	9/9/2011	\$ 939,887.06
3	9/30/2011	10/11/2011	\$ 627,298.87
4	10/31/2011	11/14/2011	\$ 667,566.55
5	11/30/2011	12/12/2011	\$ 525,055.46
6	12/31/2011	3/30/2012	\$ 35,374.19
7	4/30/2012	5/29/2012	\$ 144,800.56
8	5/31/2012	6/29/2012	\$ 237,934.92
9	1/31/2013	2/5/2013	\$ 368,385.18
10	5/31/2013	6/3/2013	\$ 68,402.93
Total Payments:			\$ 3,811,518.50

PAYMENT NO. 10 - FINAL

Contract: 04-21
 Owner: City of Maplewood
 Contractor: Lunda Construction Company
 Project: Gladstone Area Phase 1 improvements
 KHA Job No. 160500012

Schedule: A
 Description: STREET IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
1	2021.501	MOBILIZATION	LUMP SUM	1.00	\$ 159,000.00	\$ 159,000.00	1.00	\$ 159,000.00
2	2101.502	CLEARING	TREE	48	\$ 500.00	\$ 24,000.00	85.00	\$ 42,500.00
3	2101.507	GRUBBING	TREE	48	\$ 100.00	\$ 4,800.00	85.00	\$ 8,500.00
4	2102.502	PAVEMENT MARKING REMOVAL	LIN FT	5000	\$ 0.60	\$ 3,000.00	10,200.00	\$ 6,120.00
5	2104.501	REMOVE EXISTING CURB AND GUTTER	LIN FT	1850	\$ 2.35	\$ 4,347.50	2,194.00	\$ 5,155.90
6	2104.501	REMOVE GUARD RAIL	LIN FT	425	\$ 6.50	\$ 2,762.50	1,050.00	\$ 6,825.00
7	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	8200	\$ 2.95	\$ 24,190.00	8,003.00	\$ 23,608.85
8	2104.505	REMOVE BITUMINOUS TRAIL	SQ YD	875	\$ 2.80	\$ 2,450.00	972.00	\$ 2,721.60
9	2104.513	SAWING BITUMINOUS PAVEMENT	LIN FT	4000	\$ 1.65	\$ 6,600.00	3,777.00	\$ 6,232.05
10	2104.523	SALVAGE MARKER	EACH	5	\$ 20.00	\$ 100.00	2.00	\$ 40.00
11	2104.523	SALVAGE SIGN TYPE C	EACH	27	\$ 20.00	\$ 540.00	27.00	\$ 540.00
12	2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	1	\$ 20.00	\$ 20.00	1.00	\$ 20.00
13	2105.501	COMMON EXCAVATION (P)	CU YD	5079	\$ 7.45	\$ 37,838.55	5,079.00	\$ 37,838.55
14	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	400	\$ 12.30	\$ 4,920.00	880.67	\$ 10,832.24
15	2105.522	SELECT GRANULAR BORROW (CV)(P)	CU YD	2995	\$ 10.15	\$ 30,399.25	2,995.00	\$ 30,399.25
16	2105.522	SELECT GRANULAR BORROW (LV)	CU YD	500	\$ 11.15	\$ 5,575.00	650.00	\$ 7,247.50
17	2105.522	SELECT GRANULAR BORROW MOD 10% (CV)	CU YD	850	\$ 11.15	\$ 9,477.50	1,000.00	\$ 11,150.00
18	2105.523	COMMON BORROW (LV)	CU YD	1000	\$ 10.35	\$ 10,350.00	1,000.00	\$ 10,350.00
19	2105.526	SELECT TOPSOIL BORROW (LV)	CU YD	2500	\$ 21.20	\$ 53,000.00	2,735.00	\$ 57,982.00
20	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	400	\$ 1.75	\$ 700.00		\$ -
21	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	hour	50	\$ 95.00	\$ 4,750.00	56.50	\$ 5,367.50
22	2130.501	WATER	MGAL	100	\$ 27.50	\$ 2,750.00		\$ -
23	2211.501	AGGREGATE BASE, CLASS 6	TON	3500	\$ 12.65	\$ 44,275.00	3,508.50	\$ 44,382.53
24	2231.603	BITUMINOUS JOINT SAW AND SEAL	LIN FT	6500	\$ 1.25	\$ 8,125.00	4,266.00	\$ 5,332.50
25	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	8800	\$ 1.78	\$ 15,664.00	14,015.00	\$ 24,946.70
26	2301.502	CONCRETE PAVEMENT (8")	SQ YD	1250	\$ 19.50	\$ 24,375.00	1,363.20	\$ 26,582.40
27	2301.511	STRUCTURAL CONCRETE	CU YD	275	\$ 130.00	\$ 35,750.00	328.40	\$ 42,692.00
28	2301.529	REINFORCEMENT BARS (EPOXY COATED)	POUND	1500	\$ 2.10	\$ 3,150.00	1,019.90	\$ 2,141.79
29	2301.538	DOWEL BAR	EACH	1300	\$ 10.50	\$ 13,650.00	972.00	\$ 10,206.00
30	2301.553	BRIDGE APPROACH PANELS (P)	SQ YD	606	\$ 65.00	\$ 39,390.00	606.00	\$ 39,390.00
31	2301.561	PERMANENT TERMINAL HEADER	LIN FT	100	\$ 75.00	\$ 7,500.00	84.00	\$ 6,300.00
32	2301.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	330	\$ 20.50	\$ 6,765.00	60.00	\$ 1,230.00
33	2301.604	CONCRETE PAVEMENT (8") - INTEGRAL COLOR	SQ YD	1250	\$ 5.65	\$ 7,062.50	1,261.30	\$ 7,126.35
34	2301.607	STRUCTURAL CONCRETE - INTEGRAL COLOR	CU YD	275	\$ 84.60	\$ 23,265.00	310.00	\$ 26,226.00
35	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	800	\$ 2.13	\$ 1,704.00	1,400.00	\$ 2,982.00
36	2360.501	TYPE SP 12.5 WEARING COURSE MIX (4,B)	TON	1900	\$ 60.31	\$ 114,589.00	1,891.69	\$ 114,087.82
37	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	600	\$ 66.78	\$ 40,068.00	591.51	\$ 39,501.04
38	2360.609	BITUMINOUS PATCHING	TON	125	\$ 82.54	\$ 10,317.50	128.45	\$ 10,602.26
39	2411.618	MODULAR BLOCK RETAINING WALL - WET CAST	SQ FT	2705	\$ 44.65	\$ 120,778.25	2,705.00	\$ 120,778.25
40	2452.601	TEMPORARY SHEET PILING	LUMP SUM	1.00	\$ 418,500.00	\$ 418,500.00	1.00	\$ 418,500.00
41	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	120	\$ 19.50	\$ 2,340.00	80.00	\$ 1,560.00
42	2521.511	BITUMINOUS TRAIL (2.5")	SQ FT	15000	\$ 1.21	\$ 18,150.00	15,029.50	\$ 18,185.70
43	2521.618	4" CONCRETE MAINTENANCE EDGE	SQ FT	5000	\$ 3.20	\$ 16,000.00	6,177.70	\$ 19,768.64
44	2521.618	4" CONCRETE MAINTENANCE EDGE - INTEGRAL COLOR	SQ FT	5000	\$ 1.50	\$ 7,500.00	5,532.70	\$ 8,299.05
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	525	\$ 10.90	\$ 5,722.50	1,446.00	\$ 15,761.40

46	2531.501	CONCRETE CURB AND GUTTER DESIGN B824 (MODIFIED)	LIN FT	4800	\$	11.66	\$	55,968.00	3,399.00	\$	39,632.34
47	2531.501	CONCRETE CURB AND GUTTER DESIGN D412	LIN FT	325	\$	10.75	\$	3,493.75	327.00	\$	3,515.25
48	2531.602	CONCRETE MEDIAN NOSE DESIGN 7113	EACH	3	\$	190.00	\$	570.00	7.00	\$	1,330.00
49	2531.602	PEDESTRIAN CURB RAMP	EACH	9	\$	400.00	\$	3,600.00	8.00	\$	3,200.00
50	2531.603	SPOT CURB REPLACEMENT	LIN FT	1000	\$	16.35	\$	16,350.00	961.00	\$	15,712.35
51	2540.618	LIMESTONE RETAINING WALL	SQ FT	850	\$	27.00	\$	22,950.00	1,207.20	\$	32,594.40
52	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	350	\$	25.00	\$	8,750.00	350.00	\$	8,750.00
53	2557.501	WIRE FENCE DESIGN 60-9322	LIN FT	50	\$	20.00	\$	1,000.00	60.00	\$	1,200.00
54	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	\$	5,500.00	\$	5,500.00	1.00	\$	5,500.00
55	2564.531	SIGN PANELS TYPE C	SQ FT	149	\$	31.50	\$	4,693.50	164.00	\$	5,166.00
56	2564.531	SIGN PANELS TYPE D	SQ FT	30	\$	35.00	\$	1,050.00	39.00	\$	1,365.00
57	2564.537	INSTALL SIGN TYPE C	EACH	1	\$	95.00	\$	95.00		\$	-
58	2564.552	HAZARD MARKER X4-2	EACH	6	\$	39.00	\$	234.00	6.00	\$	234.00
59	2565.553	CLEARANCE MARKER X4-4	EACH	2	\$	105.00	\$	210.00	3.00	\$	315.00
60	2572.501	TEMPORARY FENCE	LIN FT	650	\$	1.90	\$	1,235.00	328.00	\$	623.20
61	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	3200	\$	1.70	\$	5,440.00	2,705.00	\$	4,598.50
62	2573.505	FLOATATION SILT CURTAIN	LIN FT	75	\$	12.00	\$	900.00	100.00	\$	1,200.00
63	2573.512	TEMPORARY DITCH CHECK, TYPE 2 (BIOROLLS)	LIN FT	1210	\$	4.00	\$	4,840.00	1,210.00	\$	4,840.00
64	2573.530	STORM DRAIN INLET PROTECTION	EACH	22	\$	75.00	\$	1,650.00	55.00	\$	4,125.00
65	2573.540	FILTER LOG TYPE ROCK LOG	LIN FT	125	\$	2.95	\$	368.75	36.00	\$	106.20
66	2573.601	EROSION CONTROL, CONTRACTOR'S PLAN	LUMP SUM	1.00	\$	10,000.00	\$	10,000.00		\$	-
67	2573.602	DEWATERING (EXCAVATION)	LUMP SUM	1.00	\$	25,000.00	\$	25,000.00	1.00	\$	25,000.00
68	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	2	\$	995.00	\$	1,990.00	1.00	\$	995.00
69	2575.505	SODDING, TYPE LAWN	SQ YD	125	\$	9.00	\$	1,125.00		\$	-
70	2575.511	MULCH MATERIAL TYPE 1	TON	6	\$	250.00	\$	1,500.00		\$	-
71	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ YD	20000	\$	0.79	\$	15,800.00	7,475.00	\$	5,905.25
72	2575.605	SEEDING, MNDOT MIX NO. 270 RT	ACRE	3	\$	1,400.00	\$	4,200.00	2.58	\$	3,612.00
73	2582.501	PAVG MSSG (LT ARROW) PAINT	EACH	19	\$	50.00	\$	950.00	20.00	\$	1,000.00
74	2582.502	12" SOLID LINE YELLOW - PAINT	LIN FT	140	\$	2.50	\$	350.00	148.00	\$	370.00
75	2582.502	4" BROKEN LINE WHITE - PAINT	LIN FT	250	\$	0.30	\$	75.00	250.00	\$	75.00
76	2582.502	4" BROKEN LINE YELLOW - PAINT	LIN FT	520	\$	0.05	\$	26.00	530.00	\$	26.50
77	2582.502	4" DOUBLE SOLID LINE YELLOW - PAINT	LIN FT	2500	\$	0.10	\$	250.00	2,538.00	\$	253.80
78	2582.502	4" SOLID LINE WHITE - PAINT	LIN FT	9557	\$	0.05	\$	477.85	15,268.00	\$	763.40
79	2582.502	4" SOLID LINE YELLOW - PAINT	LIN FT	7100	\$	0.05	\$	355.00	10,545.00	\$	527.25
80	2582.502	6" SOLID LINE WHITE - PAINT	LIN FT	100	\$	2.00	\$	200.00	112.00	\$	224.00
81	2582.502	8" BROKEN LINE WHITE - PAINT	LIN FT	30	\$	3.00	\$	90.00	42.00	\$	126.00
82	2582.502	8" SOLID LINE WHITE - PAINT	LIN FT	120	\$	0.80	\$	96.00		\$	-
Schedule A Subtotal:							\$	1,577,593.90		\$	1,611,898.30

Schedule: B

Description: STORM SEWER IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount			
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	200	\$	9.00	\$	1,800.00	270.00	\$	2,430.00
2	2104.509	REMOVE MANHOLE OR CATCHBASIN	EACH	9	\$	200.00	\$	1,800.00	11.00	\$	2,200.00
3	2501.602	12" RC PIPE APRON AND TRASH GUARD	EACH	4	\$	800.00	\$	3,200.00	3.00	\$	2,400.00
4	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	1	\$	1,500.00	\$	1,500.00	3.00	\$	4,500.00
5	2501.602	27" RC PIPE APRON AND TRASH GUARD	EACH	1	\$	1,500.00	\$	1,500.00		\$	-
6	2502.521	8" PVC PIPE DRAIN	LIN FT	275	\$	20.00	\$	5,500.00	275.00	\$	5,500.00
7	2502.541	8" PERF PVC PIPE DRAIN	LIN FT	267	\$	20.00	\$	5,340.00	275.00	\$	5,500.00
8	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	348	\$	27.50	\$	9,570.00	285.00	\$	7,837.50
9	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	407	\$	29.00	\$	11,803.00	447.00	\$	12,963.00
10	2503.541	27" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	44	\$	42.45	\$	1,867.80		\$	-
11	2503.602	TRENCH DRAIN	LIN FT	37	\$	210.00	\$	7,770.00		\$	-
12	2506.502	CONSTRUCT DRAINAGE STRUCTURE - DIVERSION	EACH	3	\$	3,620.00	\$	10,860.00	3.00	\$	10,860.00
13	2506.502	CONSTRUCT DRAINAGE STRUCTURE - OCS	EACH	1	\$	3,575.00	\$	3,575.00	0.00	\$	-
14	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' x 3' CB	EACH	8	\$	1,575.00	\$	12,600.00	8.00	\$	12,600.00
15	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	7	\$	1,835.00	\$	12,845.00	7.00	\$	12,845.00

16	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	EACH	1	\$ 2,830.00	\$ 2,830.00	1.00	\$ 2,830.00
17	2506.522	ADJUST FRAME AND RING CASTING (STORM)	EACH	4	\$ 435.00	\$ 1,740.00	4.00	\$ 1,740.00
18	2506.602	CONNECT TO EXISTING STORM SEWER	EACH	19	\$ 485.00	\$ 9,215.00	19.00	\$ 9,215.00
19	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	1	\$ 1,695.00	\$ 1,695.00	1.00	\$ 1,695.00
20	2511.501	RANDOM RIPRAP, CLASS II	CU YD	60	\$ 80.00	\$ 4,800.00	12.20	\$ 976.00
21	2511.515	GEOTEXTILE FILTER TYPE II	SQ YD	355	\$ 2.00	\$ 710.00		\$ -
Schedule B Subtotal:						\$ 112,520.80		\$ 96,081.50

Schedule: C
Description: SANITARY SEWER IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
1	2104.523	SALVAGE CASTING (SANITARY)	EACH	3	\$ 95.00	\$ 285.00	3.00	\$ 285.00
2	2104.603	ABANDON PIPE SEWER	LIN FT	675	\$ 9.00	\$ 6,075.00	167.00	\$ 1,503.00
3	2502.602	6" PVC PIPE CLEANOUT	EACH	5	\$ 225.00	\$ 1,125.00		\$ -
4	2503.511	6" PVC PIPE SEWER SCH 40	LIN FT	106	\$ 33.65	\$ 3,566.90	110.00	\$ 3,701.50
5	2503.511	8" PVC PIPE SEWER SDR 35	LIN FT	645	\$ 34.05	\$ 21,962.25	648.00	\$ 22,064.40
6	2503.602	6" PVC PLUG	EACH	1	\$ 165.00	\$ 165.00		\$ -
7	2503.602	8" PVC PLUG	EACH	2	\$ 165.00	\$ 330.00	2.00	\$ 330.00
8	2503.602	6"x6" PVC WYE	EACH	5	\$ 195.00	\$ 975.00	1.00	\$ 195.00
9	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 1,750.00	\$ 1,750.00	1.00	\$ 1,750.00
10	2506.516	CASTING ASSEMBLY - SANITARY	EACH	3	\$ 620.00	\$ 1,860.00	6.00	\$ 3,720.00
11	2506.522	ADJUST FRAME AND RING CASTING (SEWER)	EACH	3	\$ 435.00	\$ 1,305.00	1.00	\$ 435.00
12	2506.602	SANITARY SEWER MANHOLE 48"	EACH	4	\$ 1,740.00	\$ 6,960.00	5.00	\$ 8,700.00
Schedule C Subtotal:						\$ 46,359.15		\$ 42,683.90

Schedule: D
Description: WATERMAIN IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
1	2104.501	REMOVE WATERMAIN	LIN FT	40	\$ 11.00	\$ 440.00	44.00	\$ 484.00
2	2104.509	REMOVE HYDRANT	EACH	2	\$ 660.00	\$ 1,320.00	2.00	\$ 1,320.00
3	2451.507	GRANULAR BEDDING (CV)	CU YD	150	\$ 16.20	\$ 2,430.00	375.69	\$ 6,086.18
4	2504.602	WATER UTILITY HOLE	EACH	1	\$ 1,760.00	\$ 1,760.00	2.00	\$ 3,520.00
5	2504.603	WATERMAIN TRENCH	LIN FT	100	\$ 26.00	\$ 2,600.00	125.00	\$ 3,250.00
Schedule D Subtotal:						\$ 8,550.00		\$ 14,660.18

Schedule: E
Description: REST AREA IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
1	2105.501	COMMON EXCAVATION (P)	CU YD	8	\$ 30.00	\$ 240.00	8.00	\$ 240.00
2	2105.526	SELECT TOPSOIL BORROW (LV)	CU YD	4	\$ 75.00	\$ 300.00	4.00	\$ 300.00
3	2211.501	AGGREGATE BASE, CLASS 6	TON	8.5	\$ 50.00	\$ 425.00		\$ -
4	2411.602	LIMESTONE PYLON TYPE A	EACH	1	\$ 8,750.00	\$ 8,750.00	1.00	\$ 8,750.00
5	2411.602	LIMESTONE PYLON TYPE B	EACH	1	\$ 8,150.00	\$ 8,150.00	1.00	\$ 8,150.00
6	2411.602	LIMESTONE PYLON TYPE C (BENCH)	EACH	1	\$ 12,750.00	\$ 12,750.00	1.00	\$ 12,750.00
7	2511.602	BOULDER TYPE A	EACH	3	\$ 400.00	\$ 1,200.00	3.00	\$ 1,200.00
8	2511.602	BOULDER TYPE B	EACH	8	\$ 400.00	\$ 3,200.00	8.00	\$ 3,200.00
9	2521.501	INTEGRALLY COLORED 4" CONCRETE WALK (SPECIAL TYPE A)	SQ FT	211	\$ 11.50	\$ 2,426.50	251.70	\$ 2,894.55

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
10	2521.501	INTEGRALLY COLORED 4" CONCRETE WALK (SPECIAL TYPE B)	SQ FT	45	\$ 57.25	\$ 2,576.25	45.75	\$ 2,619.19
11	2521.511	BITUMINOUS TRAIL (2.5")	SQ FT	1055	\$ 5.47	\$ 5,770.85	1,782.00	\$ 9,747.54
12	2571.501	CONIFEROUS TREE 10' HT B&B	TREE	3	\$ 900.00	\$ 2,700.00		\$ -
13	2571.501	CONIFEROUS TREE 6' HT B&B	TREE	4	\$ 350.00	\$ 1,400.00		\$ -
14	2571.503	ORNAMENTAL TREE 10' HT B&B	TREE	3	\$ 290.00	\$ 870.00	3.00	\$ 870.00
15	2571.507	DECIDUOUS SHRUB #5 CONT	SHRUB	34	\$ 31.00	\$ 1,054.00		\$ -
16	2571.507	PERENNIAL #1 CONT	PLANT	101	\$ 14.00	\$ 1,414.00	101.00	\$ 1,414.00
17	2575.505	SODDING TYPE BLUEGRASS	SQ YD	12	\$ 30.00	\$ 360.00		\$ -
Schedule E Subtotal:						\$ 53,586.60		\$ 52,135.28

Schedule: F

Description: WETLAND RESTORATION AND RAINGARDEN IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
1	2101.511	BUCKTHORN / HONEYSUCKLE SPECIES REMOVAL	LUMP SUM	1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00
2	2105.501	COMMON EXCAVATION (P)	CU YD	645	\$ 12.95	\$ 8,352.75	644.70	\$ 8,348.87
3	2105.505	MUCK EXCAVATION (EV)	CU YD	330	\$ 15.00	\$ 4,950.00	330.00	\$ 4,950.00
4	2105.535	SALVAGED TOPSOIL (EV)	CU YD	275	\$ 6.70	\$ 1,842.50	275.00	\$ 1,842.50
5	2451.513	FINE FILTER AGGREGATE (CV)	CU YD	475	\$ 52.50	\$ 24,937.50	475.00	\$ 24,937.50
6	2571.502	DECIDUOUS TREE TAMARACK 6' HT B&B	TREE	5	\$ 275.00	\$ 1,375.00	5.00	\$ 1,375.00
7	2571.505	DECIDUOUS SHRUB BLACK CHOKEBERRY (#2 CONT.)	SHRUB	81	\$ 23.00	\$ 1,863.00	81.00	\$ 1,863.00
8	2571.505	DECIDUOUS SHRUB CORAL BERRY (#2 CONT.)	SHRUB	40	\$ 23.00	\$ 920.00	40.00	\$ 920.00
9	2571.505	DECIDUOUS SHRUB HIGBUSH AMERICAN CRANBERRY (#2 CONT.)	SHRUB	95	\$ 23.00	\$ 2,185.00	95.00	\$ 2,185.00
10	2571.505	DECIDUOUS SHRUB NEON FLASH SPIREA (#2 CONT.)	SHRUB	85	\$ 23.00	\$ 1,955.00	85.00	\$ 1,955.00
11	2571.505	DECIDUOUS SHRUB NEW JERSEY TEA (#2 CONT.)	SHRUB	87	\$ 23.00	\$ 2,001.00	87.00	\$ 2,001.00
12	2571.505	DECIDUOUS SHRUB RED TWIG DOGWOOD (#2 CONT.)	SHRUB	62	\$ 23.00	\$ 1,426.00	62.00	\$ 1,426.00
13	2571.505	DECIDUOUS SHRUB WINTERBERRY FEMALE (#2 CONT.)	SHRUB	67	\$ 23.00	\$ 1,541.00	67.00	\$ 1,541.00
14	2571.505	DECIDUOUS SHRUB WINTERBERRY MALE (#2 CONT.)	SHRUB	66	\$ 23.00	\$ 1,518.00	66.00	\$ 1,518.00
15	2571.507	PERENNIAL AUTUM JOY SALVIA (4-INCH CONT.)	PLANT	81	\$ 6.50	\$ 526.50	81.00	\$ 526.50
16	2571.507	PERENNIAL BLACK-EYED SUSAN (4-INCH CONT.)	PLANT	81	\$ 6.50	\$ 526.50	81.00	\$ 526.50
17	2571.507	PERENNIAL DAYLILY CULTIVARS (4-INCH CONT.)	PLANT	81	\$ 6.50	\$ 526.50	81.00	\$ 526.50
18	2571.507	PERENNIAL FORB SPECIES RAINGARDEN G (PLUG)	PLANT	1076	\$ 4.00	\$ 4,304.00	578.00	\$ 2,312.00
19	2571.507	PERENNIAL FORB SPECIES, WETLAND 4 (PLUGS)	PLANT	1000	\$ 4.00	\$ 4,000.00	1,000.00	\$ 4,000.00
20	2571.507	PERENNIAL MAY NIGHT SALVIA (4-INCH CONT.)	PLANT	81	\$ 6.50	\$ 526.50	81.00	\$ 526.50
21	2571.507	PERENNIAL SEDGE SPECIES RAINGARDEN G (PLUG)	PLANT	719	\$ 6.50	\$ 4,673.50	384.00	\$ 2,496.00
22	2571.507	PERENNIAL WALKER'S LOW CATMINT (4-INCH CONT.)	PLANT	81	\$ 6.50	\$ 526.50	81.00	\$ 526.50
23	2571.601	ANNUAL WETLAND AND UPLAND VEGETATION MAINTENANCE AND MANAGEMENT (2012)	LUMP SUM	1.00	\$ 5,200.00	\$ 5,200.00		\$ -
24	2571.601	ANNUAL WETLAND AND UPLAND VEGETATION MAINTENANCE AND MANAGEMENT (2013)	LUMP SUM	1.00	\$ 5,200.00	\$ 5,200.00		\$ -
25	2571.601	ANNUAL WETLAND AND UPLAND VEGETATION MAINTENANCE AND MANAGEMENT (2014)	LUMP SUM	1.00	\$ 5,200.00	\$ 5,200.00		\$ -
26	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	700	\$ 1.75	\$ 1,225.00	110.00	\$ 192.50
27	2575.501	SEEDING	ACRE	0.52	\$ 1,500.00	\$ 780.00	0.52	\$ 780.00
28	2575.502	SEED, MIXTURE BWSR U-1	LBS	5	\$ 29.00	\$ 145.00	5.00	\$ 145.00
29	2575.502	SEED, MIXTURE BWSR W-1	LBS	1	\$ 300.00	\$ 300.00	1.00	\$ 300.00
30	2575.513	MULCH MATERIAL TYPE 3 (STRAW)	TON	2	\$ 350.00	\$ 700.00	1.00	\$ 350.00
31	2575.513	MULCH MATERIAL TYPE 6	CU YD	160	\$ 55.00	\$ 8,800.00	60.00	\$ 3,300.00
32	2575.525	EROSION STABILIZATION MAT CLASS 2	SQ YD	230	\$ 5.50	\$ 1,265.00	300.00	\$ 1,650.00
33	2575.541	MOWING (WETLAND VEGETATION)	ACRE	0.52	\$ 700.00	\$ 364.00	0.52	\$ 364.00
34	2575.541	PRESCRIBED BURN (WETLAND VEGETATION)	ACRE	0.52	\$ 7,000.00	\$ 3,640.00		\$ -
35	2575.545	WEED SPRAYING, RODEO	ACRE	0.21	\$ 1,500.00	\$ 315.00	0.21	\$ 315.00
36	2575.545	WEED SPRAYING, ROUNDUP	ACRE	0.31	\$ 1,500.00	\$ 465.00	0.31	\$ 465.00
37	2575.550	COMPOST, GRADE 2	CU YD	165	\$ 29.55	\$ 4,875.75	165.00	\$ 4,875.75
38	2575.571	RAPID STABILIZATION METHOD 3	MGAL	0.26	\$ 900.00	\$ 234.00		\$ -
Schedule F Subtotal:						\$ 114,185.50		\$ 84,040.62

Schedule: G

Description: FROST AVENUE BRIDGE REPLACEMENT

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
1	2104.601	REMOVE REGULATED WASTE MATERIAL (BRIDGE)	LUMP SUM	1.00	\$ 10,000.00	\$ 10,000.00	0.56	\$ 5,600.00
2	2401.501	STRUCTURAL CONCRETE (1A43) (P)	CU YD	369	\$ 625.00	\$ 230,625.00	369.00	\$ 230,625.00
3	2401.501	STRUCTURAL CONCRETE (3Y43) (P)	CU YD	661	\$ 650.00	\$ 429,650.00	661.00	\$ 429,650.00
4	2401.512	BRIDGE SLAB CONCRETE (3Y36) (P)	SQ FT	5563	\$ 12.00	\$ 66,756.00	5,563.00	\$ 66,756.00
5	2401.513	TYPE MOD P-1 RAILING CONCRETE (3Y46) (P)	LIN FT	185	\$ 85.00	\$ 15,725.00	185.00	\$ 15,725.00
6	2401.513	TYPE MOD P-4 RAILING CONCRETE (3Y36) (P)	LIN FT	182	\$ 85.00	\$ 15,470.00	182.00	\$ 15,470.00
7	2401.515	SIDEWALK CONCRETE (3Y46) (P)	SQ FT	1482	\$ 7.50	\$ 11,115.00	2,833.00	\$ 21,247.50
8	2401.541	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	109770	\$ 1.00	\$ 109,770.00	114,209.00	\$ 114,209.00
9	2401.541	REINFORCEMENT BARS (P)	POUND	44360	\$ 0.90	\$ 39,924.00	46,173.00	\$ 41,555.70
10	2401.601	STRUCTURE EXCAVATION	LUMP SUM	1.00	\$ 35,000.00	\$ 35,000.00	1.00	\$ 35,000.00
11	2401.618	BLASTING (SPECIAL) (P)	SQ FT	6581	\$ 0.65	\$ 4,277.65	6,581.00	\$ 4,277.65
12	2402.583	ORNAMENTAL METAL RAILING (P)	LIN FT	148	\$ 80.00	\$ 11,840.00	148.00	\$ 11,840.00
13	2402.595	BEARING ASSEMBLY	EACH	12	\$ 850.00	\$ 10,200.00	12.00	\$ 10,200.00
14	2404.501	CONCRETE WEARING COURSE (3U17A) (P)	SQ FT	6581	\$ 2.00	\$ 13,162.00	6,581.00	\$ 13,162.00
15	2405.502	PRESTRESSED CONCRETE BEAMS MN45 (P)	LIN FT	645	\$ 160.00	\$ 103,200.00	645.00	\$ 103,200.00
16	2405.511	DIAPHRAGMS FOR TYPE MN45 PREST BEAMS (P)	LIN FT	96	\$ 75.00	\$ 7,200.00	96.00	\$ 7,200.00
17	2411.601	PRECAST CONCRETE PANELS	LUMP SUM	1.00	\$ 127,100.00	\$ 127,100.00	1.00	\$ 127,100.00
18	2411.618	ARCH CONC. TEXTURE (RANDOM ASHLAR) (P)	SQ FT	3350	\$ 8.00	\$ 26,800.00	3,350.00	\$ 26,800.00
19	2411.618	ARCH SURFACE FINISH (MULTI COLOR) (P)	SQ FT	3350	\$ 3.75	\$ 12,562.50	3,350.00	\$ 12,562.50
20	2442.501	REMOVE EXISTING BRIDGE	LUMP SUM	1.00	\$ 56,000.00	\$ 56,000.00	1.00	\$ 56,000.00
21	2452.507	C-I-P CONCRETE PILING DRIVEN 12"	LIN FT	7860	\$ 1.00	\$ 7,860.00	7,860.00	\$ 7,860.00
22	2452.508	C-I-P CONCRETE PILING DELIVERED 12"	LIN FT	7860	\$ 32.00	\$ 251,520.00	7,860.00	\$ 251,520.00
23	2452.519	C-I-P CONC TEST PILE 70 FT LONG 12"	EACH	2	\$ 5,500.00	\$ 11,000.00	2.00	\$ 11,000.00
24	2452.519	C-I-P CONC TEST PILE 80 FT LONG 12"	EACH	2	\$ 6,000.00	\$ 12,000.00	2.00	\$ 12,000.00
25	2452.602	PILE ANALYSIS	EACH	4	\$ 1,200.00	\$ 4,800.00	4.00	\$ 4,800.00
26	2502.601	DRAINAGE SYSTEM TYPE (B910)	LUMP SUM	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00
27	2511.501	RANDOM RIP RAP CLASS III (P)	CU YD	185	\$ 70.00	\$ 12,950.00	185.00	\$ 12,950.00
28	2545.501	ELECTRIC LIGHT SYSTEM	LUMP SUM	1.00	\$ 30,845.00	\$ 30,845.00	1.00	\$ 30,845.00
Schedule G Subtotal:						\$ 1,669,852.15		\$ 1,681,655.35

Schedule: H

Description: LIGHTING IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
1	2545.511	LIGHTING UNIT TYPE 1	EACH	5	\$ 5,254.00	\$ 26,270.00	5.00	\$ 26,270.00
2	2545.511	LIGHTING UNIT TYPE 2	EACH	1	\$ 735.00	\$ 735.00	1.00	\$ 735.00
3	2545.515	CONCRETE LIGHT BASE	EACH	1	\$ 1,174.00	\$ 1,174.00	1.00	\$ 1,174.00
4	2545.523	2" NON-METALLIC CONDUIT	LIN FT	375	\$ 7.75	\$ 2,906.25	423.00	\$ 3,278.25
5	2545.531	UNDERGROUND WIRE 1 COND NO 1/0	LIN FT	275	\$ 4.80	\$ 1,320.00	198.00	\$ 950.40
6	2545.531	UNDERGROUND WIRE 1 COND NO 10	LIN FT	300	\$ 1.16	\$ 348.00	290.00	\$ 336.40
7	2545.531	UNDERGROUND WIRE 1 COND NO 12	LIN FT	525	\$ 0.94	\$ 493.50	450.00	\$ 423.00
8	2545.531	UNDERGROUND WIRE 1 COND NO 6	LIN FT	2175	\$ 1.61	\$ 3,501.75	1,952.00	\$ 3,142.72
9	2545.531	UNDERGROUND WIRE 1 COND NO 8	LIN FT	725	\$ 1.06	\$ 768.50	650.00	\$ 689.00
10	2545.541	SERVICE CABINET	EACH	1	\$ 5,889.00	\$ 5,889.00	1.00	\$ 5,889.00
11	2545.545	EQUIPMENT PAD	EACH	1	\$ 1,010.00	\$ 1,010.00	1.00	\$ 1,010.00
12	2545.553	HANDHOLE	EACH	4	\$ 852.00	\$ 3,408.00	4.00	\$ 3,408.00
Schedule H Subtotal:						\$ 47,824.00		\$ 47,305.77

Schedule: CO #2
Description: CHANGE ORDER NO. 2

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
1		RAPID STABILIZATION METHOD 3	MGAL	48	\$ 622.60	\$ 29,884.80	48.00	\$ 29,884.80
2		ADDITIONAL TREE TRIMMING	LUMP SUM	1	\$ 1,650.00	\$ 1,650.00	1.00	\$ 1,650.00
3		ADDITIONAL TRAFFIC CONTROL	LUMP SUM	1	\$ 4,681.19	\$ 4,681.19	1.00	\$ 4,681.19
4		ADDITIONAL REINFORCEMENT STEEL	LUMP SUM	1	\$ 3,579.15	\$ 3,579.15	1.00	\$ 3,579.15
5		DEDUCT ABUTMENT SURCHARGES	LUMP SUM	1	\$ (4,005.00)	\$ (4,005.00)	1.00	\$ (4,005.00)
6		DEDUCT HIGH EARLY CONCRETE	LUMP SUM	1	\$ (4,287.50)	\$ (4,287.50)	1.00	\$ (4,287.50)
7		DEDUCT AGGREGATE BASE (GRADATION FAILURE)	TON	-119.68	\$ 12.65	\$ (1,513.95)	-119.68	\$ (1,513.95)
Schedule CO #2 Subtotal:						\$ 29,988.69		\$ 29,988.69

Schedule: CO #3
Description: CHANGE ORDER NO. 3

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
1		BRIDGE DECK HEATING AND HOUSING	LUMP SUM	1	\$ 16,950.64	\$ 16,950.64	1.00	\$ 16,950.64
2		ADDITIONAL 1" OF CONCRETE ON DECK	LUMP SUM	1	\$ 2,599.06	\$ 2,599.06	1.00	\$ 2,599.06
3		ADDITIONAL BRIDGE DECK AND ENDS	LUMP SUM	1	\$ 3,109.85	\$ 3,109.85	1.00	\$ 3,109.85
4		2012 TRAFFIC CONTROL	LUMP SUM	1	\$ 2,750.00	\$ 2,750.00	1.00	\$ 2,750.00
5		WINTER ROADWAY STRIPING	LUMP SUM	1	\$ 1,843.60	\$ 1,843.60	1.00	\$ 1,843.60
6		ADDITIONAL TRAFFIC SIGNAGE	LUMP SUM	1	\$ 653.40	\$ 653.40	1.00	\$ 653.40
7		BRIDGE DECK MILLING	LUMP SUM	1	\$ 12,696.51	\$ 12,696.51	1.00	\$ 12,696.51
8		EXISTING PIER CAP REPAIR	LUMP SUM	1	\$ 8,567.40	\$ 8,567.40	1.00	\$ 8,567.40
9		NORTH BRIDGE RAILING SAWCUT	LUMP SUM	1	\$ 3,256.00	\$ 3,256.00	1.00	\$ 3,256.00
10		TRASH RECEPTACLE AT REST AREA	LUMP SUM	1	\$ 2,484.65	\$ 2,484.65	1.00	\$ 2,484.65
11		ADDITIONAL PROJECT SUPERVISION	LUMP SUM	1	\$ 11,622.80	\$ 11,622.80	1.00	\$ 11,622.80
12		PROJECT ACCELERATION COSTS	LUMP SUM	1	\$ 35,309.97	\$ 35,309.97	1.00	\$ 35,309.97
13		EXTENDED HOME OFFICE OVERHEAD	LUMP SUM	1	\$ 30,966.18	\$ 30,966.18	1.00	\$ 30,966.18
Schedule CO #3 Subtotal:						\$ 132,810.06		\$ 132,810.06

Schedule: CO #4
Description: CHANGE ORDER NO. 4

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	To-Date Quantity	To-Date Amount
1		CONDUITS FOR PRIVATE UTILITY ROADWAY CROSSING	LUMP SUM	1	\$ 1,419.44	\$ 1,419.44	1.00	\$ 1,419.44
2		ELECTRICAL MATERIALS RESTOCKING FEE	LUMP SUM	1	\$ 1,829.42	\$ 1,829.42	1.00	\$ 1,829.42
3		INTEREST PAYMENT	LUMP SUM	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00
Schedule CO #4 Subtotal:						\$ 18,248.86		\$ 18,248.86

MINNESOTA · REVENUE**Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-206-121-216
 Submitted Date and Time: 3-Jun-2013 2:03:16 PM
 Legal Name: LUNDA CONSTRUCTION CO
 Federal Employer ID: 39-0648769
 User Who Submitted: LCCSubs
 Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 911081472
 Account Number: 9394103
 Project Owner: CITY OF MAPLEWOOD
 Project Number: SAP 138-51-03
 Project Begin Date: 01-Jul-2011
 Project End Date: 01-Jun-2012
 Project Location: CITY OF MAPLEWOOD
 Project Amount: \$3,529,950.25

Subcontractor Summary

Name	ID	Affidavit Number
AAA STRIPING SERVICE	6290097	431685632
ACTION FENCE INC	8771387	1830191104
AMERICAN ENGINEERING TESTINT	7736088	1908080640
BLACKSTONE CONTRACTORS LLC	9381216	645726208
CASTLE CONTRACTING & TREE SERVICE	9925969	1287651328
CURB MASTERS INC	2207114	1445986304
HARDRIVES INC	9245382	792657920
HIGHWAY TECHNOLOGIES	5194523	1467285504
IMHOLTE CONCRETE CONSTRUCTION	6141909	879165440
KILLMER ELECTRIC CO	6718331	1687027712
MILLER EXCAVATING INC	9363164	406323200
RAINBOW INC	9305593	803274752
SOWLES CO	9135688	623378432
TERRA SERVICES/HARDRIVES INC	9245382	239239168

MINNESOTA - REVENUE

Your Contractor Affidavit request is Approved. A copy of this page **MUST** be provided to the contractor or government agency that hired you.

Submitted Date and Time: 18-Jan-2013 9:55:06 AM
 Confirmation Number: 1-147-045-120
 Name: AAA STRIPING SERVICE CO
 ID: 6290097
Affidavit Number: 431685632
 Project Owner: RAMSEY COUNTY
 Project Number: SAP 138-51-03
 Project Begin Date: 11/28/2011
 Project End Date: 5/22/2012
 Project Location: GLADSTONE AREA PHASE 1
 Project Amount: \$5,165.95
 Subcontractors: No Subcontractors

You can always see copies of your transactions by going to your Requests tab your Home page. For a paper copy of this confirmation, click on the "Printer Friendly View" button.
 Please print this confirmation page for your records using the print or save functionality built into your browser.

MINNESOTA • REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 16-Jan-2013 1:57:41 PM
Confirmation Number: 0-680-264-960
Name: ACTION FENCE INC
ID: 8771387
Affidavit Number: 1830191104
Project Owner: CITY OF MAPLEWOOD
Project Number: 138-151-003
Project Begin Date: 5/3/2012
Project End Date: 6/29/2012
Project Location: MAPLEWOOD - FROST AVE & PHALEN CREEK
Project Amount: \$9,950.00
Subcontractors: No Subcontractors

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Bednartz, Stacey

From: eservices.mdor@state.mn.us
Sent: Thursday, January 17, 2013 1:04 PM
To: Bednartz, Stacey
Subject: Your Recent Request

This email is an automated notification and is unable to receive replies. Please [contact us](#) with questions.

Your Contractor Affidavit request is Approved. A copy of this page **MUST** be provided to the contractor or government agency that hired you.

Submitted Date and Time: 17-Jan-2013 1:04:00 PM
Confirmation Number: 0-491-128-064
Name: AMERICAN ENGINEERING TESTING INC
ID: 7736088
Affidavit Number: 1908080640
Project Owner: RAMSEY COUNTY
Project Number: SAP 138-151-003
Project Begin Date: 8/5/2011
Project End Date: 10/31/2011
Project Location: MAPLEWOOD/FROST AVWE/PHALEN CREEK
Project Amount: \$6,400.00
Subcontractors: No Subcontractors

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If you are unable to open the contact us link, cut and paste this URL address into your browser window:
http://www.revenue.state.mn.us/Pages/contact_us_page.aspx

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MINNESOTA • REVENUE

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Submitted Date and Time: 29-Jan-2013 10:55:55 AM
Confirmation Number: 0-791-340-288
Name: BLACKSTONE CONTRACTORS LLC
ID: 9381216
Affidavit Number: 645726208
Project Owner: CITY OF MAPLEWOOD, MN
Project Number: 138-151-003
Project Begin Date: 4/1/2012
Project End Date: 6/30/2012
Project Location: MAPLEWOOD/FROST AVE/PHALEN CREEK
Project Amount: \$197,422.65
Subcontractors: No Subcontractors

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MINNESOTA - REVENUE

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Submitted Date and Time: 17-Jan-2013 11:01:30 AM
 Confirmation Number: 1-697-383-680
 Name: CASTLE CONTRACTING & TREE SRVC LLC
 ID: 9925969
Affidavit Number: 1287651328
 Project Owner: CITY OF MAPLEWOOD
 Project Number: SAP138151003
 Project Begin Date: 7/12/2011
 Project End Date: 10/25/2011
 Project Location: RAMSEYCOUNTY
 Project Amount: \$40,500.00
 Subcontractors: No Subcontractors

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-490-001-152
Submitted Date and Time: 21-May-2013 11:51:04 AM
Legal Name: CURB MASTERS INC
Federal Employer ID: 41-1606037
User Who Submitted: curblynn
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1445986304
Account Number: 2207114
Project Owner: CITY OF MAPLEWOOD
Project Number: SAP 138-151-003
Project Begin Date: 10-Oct-2011
Project End Date: 04-Jun-2012
Project Location: MAPLEWOOD/FROST AVE/PHALEN CRK
Project Amount: \$233,019.94
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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MINNESOTA - REVENUE

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Submitted Date and Time: 23-Jan-2013 11:45:29 AM
Confirmation Number: 0-625-517-824
Name: HARDRIVES INC
ID: 9245382
Affidavit Number: 792657920
Project Owner: CITY OF MAPLEWOOD
Project Number: 138-151-003
Project Begin Date: 11/14/2011
Project End Date: 5/17/2012
Project Location: CITY OF MAPLEWOOD
Project Amount: \$215,451.65
Subcontractors: No Subcontractors

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MINNESOTA · REVENUE

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Submitted Date and Time: 11-Jan-2013 1:04:08 PM
Confirmation Number: 0-150-157-568
Name: HIGHWAY TECHNOLOGIES INC
ID: 5194523
Affidavit Number: 1467285504
Project Owner: CITY OF MAPLEWOOD
Project Number: SAP 138-151-003
Project Begin Date: 7/8/2011
Project End Date: 5/31/2012
Project Location: MAPLEWOOD/FROST AVE/PHALEN CREEK
Project Amount: \$23,555.63
Subcontractors: No Subcontractors

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6263

MINNESOTA REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-617-575-168
Submitted Date and Time: 29-May-2013 1:15:22 PM
Legal Name: IMHOLTE CONCRETE CONSTRUCTION INC
Federal Employer ID: 35-2182762
User Who Submitted: ImCo6141909
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 879165440
Account Number: 6141909
Project Owner: RAMSEY COUNTY
Project Number: SAP 138-151-003
Project Begin Date: 01-Jun-2012
Project End Date: 31-Jul-2012
Project Location: MAPLEWOOD/FROST AVE/PHALEN CREEK
Project Amount: \$8,325.00
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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MINNESOTA-REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 16-Jan-2013 10:38:57 AM

Confirmation Number: 1-634-826-496

Name: KILLMER ELECTRIC CO INC

ID: 6718331

Affidavit Number: 1687027712

Project Owner: CITY OF MAPLEWOOD

Project Number: SAP 138-151-003

Project Begin Date: 6/10/2011

Project End Date: 8/31/2012

Project Location: FROST AVE OVER PHALEN CREEK

Project Amount: \$81,270.59

Subcontractors: No Subcontractors

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MINNESOTA - REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-349-991-680
Submitted Date and Time: 23-May-2013 3:54:31 PM
Legal Name: MILLER EXCAVATING INC
Federal Employer ID: 41-0951547
User Who Submitted: pmillerexc
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 406323200
Account Number: 9363164
Project Owner: CITY OF MAPLEWOOD
Project Number: SAP 138-151-003
Project Begin Date: 01-Jul-2011
Project End Date: 31-Dec-2012
Project Location: MAPLEWOOD, MN
Project Amount: \$518,463.00
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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MINNESOTA · REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 25-Jan-2013 12:36:04 PM
Confirmation Number: 0-149-923-072
Name: RAINBOW INC
ID: 9305593
Affidavit Number: 803274752
Project Owner: CITY OF MAPLEWOOD
Project Number: 138-151-003
Project Begin Date: 10/10/2011
Project End Date: 5/18/2012
Project Location: MAPLEWOOD/FROST AVE/PHALEN CREEK
Project Amount: \$18,019.50
Subcontractors: No Subcontractors

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Confirmation Summary

Confirmation Number: 0-653-112-064
Submitted Date and Time: 21-May-2013 8:02:28 AM
Legal Name: SOWLES CO
Federal Employer ID: 41-0859908
User Who Submitted: StureBerg
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 623378432
Account Number: 9135688
Project Owner: CITY OF MAPLEWOOD
Project Number: SAP 138-151-003
Project Begin Date: 08-Aug-2011
Project End Date: 11-May-2012
Project Location: MAPLEWOOD ON FROST AVENUE OVER PHALEN CREEK, MAPLEWOOD, MN
Project Amount: \$67,621.28
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-645-702-400
Submitted Date and Time: 16-Apr-2013 4:30:13 PM
Legal Name: HARDRIVES INC
Federal Employer ID: 41-0859608
User Who Submitted: Hardrives
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 239239168
Account Number: 9245382
Project Owner: CITY OF MAPLEWOOD
Project Number: SAP 138-151-003
Project Begin Date: 18-Jul-2011
Project End Date: 19-Oct-2012
Project Location: MAPLEWOOD FROST AVE
Project Amount: \$88,096.02
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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MEMORANDUM

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
SUBJECT: **Approval of Resolution Endorsing a Bonding Request for the Acquisition of Fish Creek**
DATE: June 19, 2013 for Council Meeting on June 24, 2013

INTRODUCTION

Staff continues to explore additional funding streams for the Fish Creek Acquisition Project. The total project cost is estimated to be in the range of \$2,225,000 - \$2,250,000. To date, we have secured monies in the amount of approximately \$1,910,000 leaving a balance of approximately \$325,000 - \$340,000. Staff will be discussing this in more detail at an upcoming workshop with council in July. In an effort to continue to secure additional funding for this project, staff is requesting approval of a resolution from council endorsing a bonding request for the Acquisition of Fish Creek. The bonding request will be for \$350,000 which will cover the gap in funding for this project.

Requests will be submitted to the Minnesota Management and Budget Office for consideration in the 2014 legislative session. The information included in the bonding request will be part of the capital budget documents that will be used by the Governor and the Legislature in the capital budget decision-making process. Attached is a copy of the resolution for your consideration.

RECOMMENDATION

Staff is requesting approval from council of a resolution endorsing a bonding request for the Acquisition of Fish Creek.

ATTACHMENT: Resolution Endorsing a Bonding Request for the Acquisition of Fish Creek

RESOLUTION #
A RESOLUTION OF SUPPORT FOR STATE BONDING REQUEST FOR THE
ACQUISITION OF FISH CREEK

WHEREAS, the Minnesota State Legislature is accepting allocations for Capital Bonding Bill requests for the 2014 Legislative Session; and

WHEREAS, the City of Maplewood has deemed the acquisition of Fish Creek a high priority project; and

WHEREAS, the current funding available for the project is not sufficient to complete acquisition; and

WHEREAS, the City of Maplewood is in need of Capital Bond funding to provide gap financing to supplement previous state grant funds, local funding and other funding for the completion of the acquisition;

NOW, THEREFORE BE IT RESOLVED, that the Maplewood City Council does hereby authorize the request for state bonding proceeds to assist in financing the acquisition of Fish Creek.

Adopted by the Maplewood City Council on this 24th day of June, 2013

Maplewood City Council

Will Rossbach, Mayor

ATTEST:

Karen Guilfoile, City Clerk

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AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Approval of a Resolution Supporting the Application of Mr. Robert W. Klaenhammer to be Added to the Minnesota Fallen Firefighters Memorial
DATE: June 17, 2013

BACKGROUND

The Maplewood Fire Department is submitting an application for the Line of Duty Death of Mr. Robert W. Klaenhammer who was killed when responding to a fire call in the village of Maplewood on December 24, 1967 to be added to the Minnesota Fallen Firefighters Memorial.

Mr. Klaenhammer joined the Gladstone Fire Department in 1942 as a chartered member. His duties and responsibilities with the Gladstone Fire Department ranged from fire suppression, extrication, investigation and training; along with other miscellaneous duties.

In 1967, there were three independent fire departments that provided its fire suppression and other services to the village of Maplewood. To the east, it was the East County Line Fire Department, to the west it was the Parkside Fire Department; and within the center of the city, it was the Gladstone Fire Department. The fire marshal's position was a full-time job working for the village of Maplewood.

On May 1, 1966, Mr. Klaenhammer was hired as the first fire marshal for Maplewood where his duties required him to respond to all fire calls and coordinate the three fire departments within the village of Maplewood. For the period of time, Mr. Klaenhammer was the fire marshal and he was still a member of the Gladstone Fire Department.

At about 00:51 a.m. on the morning of December 24, 1967, a call was received by the East County Line Fire Department for a possible garage fire. Fire Marshal Klaenhammer was called to this call at 00:57 a.m. and he responded. While responding in his emergency vehicles with red lights and siren activated, he was unfortunately t-boned and killed while responding to the garage fire at the intersection of McKnight and Lower Afton Road. At the time, he was responding as the Fire Marshal but had the full capabilities of this training and equipment within his vehicle to step in as a suppression firefighter if needed which had happened in the past. Retired chiefs that I have talked to stated that during that era, manpower was short at times and the Fire Marshal would be used to help supplement personnel.

RECOMMENDATION

I am asking the Maplewood City Council to support the application by way of resolution to have Mr. Robert W. Klaenhammer be considered for a Line of Duty Death and his name be added to the Minnesota Fallen Firefighters Memorial.

**RESOLUTION SUPPORTING THE APPLICATION OF
ROBERT W. KLAENHAMMER TO THE MINNESOTA
FALLEN FIREFIGHTERS MEMORIAL**

WHEREAS, on the morning of December 24, 1967, Robert W. Klaenhammer was responding to a garage fire as the fire marshal; and

WHEREAS, his vehicle was struck at the intersection of McKnight Road and Lower Afton Road; and

WHEREAS, Mr. Klaenhammer was killed responding to this call; and

WHEREAS, the Maplewood City Council supports the application of Mr. Robert W. Klaenhammer to be added to the Minnesota Fallen Firefighters Memorial.

Date Adopted: June 24, 2013

Maplewood City Council

Will Rossbach, Mayor

ATTEST:

Karen Guilfoile, City Clerk

MEMORANDUM

TO: Jim Antonen, City Manager
FROM: Michael Martin, AICP, Planner
SUBJECT: **Approval of a Resolution Identifying the Need for LCDA Funding and Authorizing an Application for Grant Funds – Maplewood Bowl Redevelopment Project**
LOCATION: Gladstone Neighborhood - Frost Avenue and English Street
DATE: June 18, 2013

INTRODUCTION

City staff is requesting the city council adopt the attached resolution (Attachment 1). This resolution is required by the Metropolitan Council as part of the city's application for a development demonstration grant through the Livable Communities Demonstration Account (LCDA) Program. This program was established by the Livable Communities Act (MN Statutes Chapter 473.25(b)) and provides funds for development or redevelopment projects that connect development with transit, intensify land uses, connect housing and employment, provide a mix of housing affordability, and provide infrastructure to connect communities and attract investment.

The city is requesting a grant in the amount of \$2,000,000. Half of the requested grant amount would go towards paying for site acquisition, demolition of the existing vacant building and grading of the site. The other half of the requested grant amount would be directed to pay for public improvements which include upgrades to the street, utilities and sidewalk networks, and placemaking features. The grant would fund activities that reflect the council's priorities and goals established by the Gladstone Neighborhood Redevelopment Master Plan.

DISCUSSION

LCDA Grant Funds

The Metropolitan Council has available LCDA grant funds for 2013 for communities seeking funding for development or redevelopment projects that meet the goals of the 2030 Regional Development Framework as follows:

- Develop land uses in centers linked to the local and regional transportation systems;
- Efficiently connect housing, jobs, retail centers and civic uses;
- Develop a range of housing densities, types and costs; and
- Conserve, protect and enhance natural resources by means of development that is sensitive to the environment.

Local Resolution

As part of the LCDA grant process, the Metropolitan Council requires that a resolution be adopted by the city council in support of the grant application. This resolution must be submitted to the Metropolitan Council no later than July 1, 2013. This resolution must authorize the grant application and identify the need for LCDA funding, such that the project could not occur in the foreseeable future "but-for" LCDA funds.

BUDGET IMPACT

Adopting the attached resolution will have no impact on the city's budget. The grant application has the potential of providing the city with funds to use to assist the redevelopment of the Maplewood Bowl site and for the city to further implement its vision as stated in the Gladstone Neighborhood Plan.

RECOMMENDATION

Adopt the attached resolution (Attachment 1) showing the city's intent to comply with the Livable Communities Demonstration Account Program contract requirements for the requested \$2,000,000 development grant for the redevelopment of the Maplewood Bowl site and to implement the public improvements outlined within the master plan for the Gladstone Neighborhood.

p:\com_dvpt\Gladstone\2013 Livable Communities\Resolution Memorandum

Attachments:

1. Livable Communities Demonstration Resolution

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

**RESOLUTION IDENTIFYING THE NEED FOR
LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
FUNDING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDS**

WHEREAS the City of Maplewood is a participant in the Livable Communities Act's Housing Incentives Program for 2013 as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

WHEREAS the City has identified a proposed project within the City that meets the Demonstration Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

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

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

WHEREAS the City agrees to act as legal sponsor for the project contained in the grant application submitted on July 1, 2013; and

WHEREAS the City acknowledges Livable Communities Demonstration Account grants are intended to fund projects or project components that can serve as models, examples or prototypes for development or redevelopment projects elsewhere in the region, and therefore represents that the proposed project or key components of the proposed project can be replicated in other metropolitan-area communities; and

WHEREAS only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding.

NOW THEREFORE BE IT RESOLVED that, after appropriate examination and due consideration, the governing body of the City:

1. Finds that it is in the best interests of the City's development goals and priorities for the proposed project to occur at this particular site and at this particular time.
2. Finds that the project component(s) for which Livable Communities Demonstration Account funding is sought:
 - (a) will not occur solely through private or other public investment within the reasonably foreseeable future; and

AGENDA REPORT

TO: James Antonen, City Manager
FROM: DuWayne Konewko, Parks and Recreation Director
 Virginia Gaynor, Natural Resources Coordinator
RE: Gladstone Area Phase I Improvements, City Project 04-21, Approval of
 Purchase for Savanna Restoration Work
DATE: June 19, 2013

INTRODUCTION

The council will consider awarding a contract for native seeding and restoration work at Gladstone Savanna as part of the Phase I Gladstone Improvements.

BACKGROUND

Gladstone Area Redevelopment Improvements – Phase I included two bid packets previously:

Bid Package #1 (2011 Construction)

- Street Improvements
- Frost Avenue Bridge Replacements
- Historic Marker Rest Stop Improvements
- Grading for Trail and Sidewalk Improvements
- Public Utility Improvements
- Storm Water and Wetland Improvements

Bid Package #2 (2012 Construction)

- Overhead Utility Burial
- Paving for Trails and Sidewalks
- Street Lighting
- Landscape and urban Design Improvements
- Additional Trail Segments in Flicek Park
- Savanna Improvements (Grading/Infiltration Basin/Trails)

Improvements covered by Bid Package #1 and #2 have been substantially completed. The Savanna site was seeded in fall 2012 with a temporary cover crop. Restoration of native plant communities at the Savanna was not included in Bid Packet #2 because this specialized work is better suited for a specialty landscape contractor. Staff wanted the ability to work directly with a specialized restoration contractor and set aside \$100,000 for design work and restoration as part of Gladstone Redevelopment Improvements - Phase I.

The Savanna Restoration activities to complete Phase I improvements will include: Seed 16.5 acres with native prairie and remove invasive brush and trees on 5.26 acres. Additional restoration, landscaping, and playground installation is scheduled for future phases of the Gladstone Savanna Master Plan Implementation.

Estimates indicated that the restoration work should be under \$100,000. The City Manager approved seeking of quotes, rather than going through the formal bidding process. This process is consistent with State Statutes and the City's Purchasing Policy.

AWARD OF CONTRACT

Quotes from three specialized restoration contractors were received. Base quotes ranged from \$41,193 to \$47,485.75. Quotes are summarized in the chart below. In addition to the base cost, contractors were asked to address four additional items:

1. Per unit cost for planting plugs, with minimum 1,000 plugs.
2. Per unit cost for maintenance mowing if city were to enter into management agreement.
3. Guarantee of successful restoration if city enters into maintenance agreement.
4. Any recommended adjustments in seeding rates or methods. Due to the nature of natural resources restoration and differences in seed mixes, contractors will have diverse opinions on the best methods and rates to ensure successful establishment.

Contractor	Base Quote	Additional services	Total
Minnesota Native Landscapes	\$41,192.55	+ \$8,800 for 4000 plugs + \$4,740 for mowing 15.8 acres 4x + \$3703.31 to increase seeding rate + \$4017.47 sales tax	\$62,453.33
Applied Ecological Services	\$44,519.92	Costs for additional services not provided	Costs for additional services not provided.
Prairie Restorations, Inc.	\$47,485.75	+ \$8,400 for 4000 plugs + \$6,004.00 for mowing 15.8 acres 4x + \$4254.92 sales tax	\$66,144.67

Based on the base bid and costs for additional items, staff recommends contracting with the low bidder, Minnesota Native Landscapes for up to \$58,435.86 for the following services:

Base bid - site preparation, seeding, brush removal	\$41,192.55
Planting 4000 plugs	\$8,800.00
Increase seeding rate	\$3,703.31
Maintenance mowing (4x 15.8 acres)	\$4,740.00
Sales tax on above:	\$4,017.47
Total	\$62,453.33

BUDGET

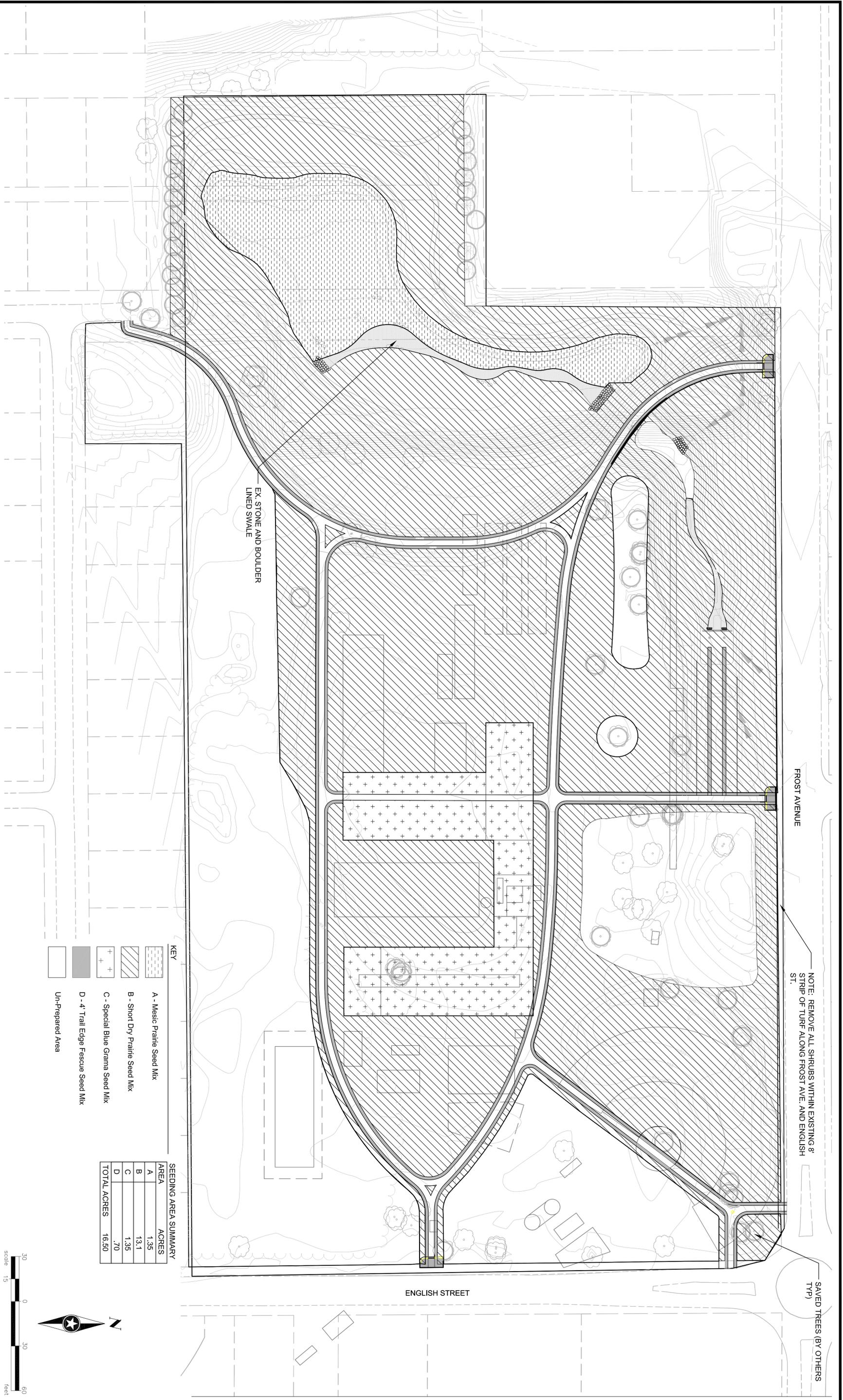
This maximum for this work was \$100,000 to remain within budget allocations as part of the approved financing plan for the Gladstone Phase I Improvements. With the quotes coming in well below expectations no adjustments to the budget are required. The Finance Director has also reviewed this report and has no additional comments.

RECOMMENDATION

It is recommended that the council authorize the Mayor and City Manager to enter into a contract for services with Minnesota Native Landscapes in an amount of \$62,453.33 for the Savanna Restoration Work as part of Gladstone Phase I Improvements. Minor revisions as approved by the City Attorney are authorized as needed for the contract.

Attachments:

- 1) Seeding and Brush Area Work Maps
- 2) Minnesota Native Landscape Quote



FROST AVENUE

NOTE: REMOVE ALL SHRUBS WITHIN EXISTING 8' STRIP OF TURF ALONG FROST AVE. AND ENGLISH ST.

SAVED TREES (BY OTHERS TYP)

ENGLISH STREET

EX STONE AND BOULDER LINED SWALE

KEY

- A - Mesic Prairie Seed Mix
- B - Short Dry Prairie Seed Mix
- C - Special Blue Grama Seed Mix
- D - 4' Trail Edge Fescue Seed Mix
- Un-Prepared Area

AREA	ACRES
A	1.35
B	13.1
C	1.35
D	.70
TOTAL ACRES	16.50



No	Date	Revisions	App.
NO	DATE	REVISION	XX
NO	DATE	REVISION	XX
NO	DATE	REVISION	XX
NO	DATE	REVISION	XX
NO	DATE	REVISION	XX

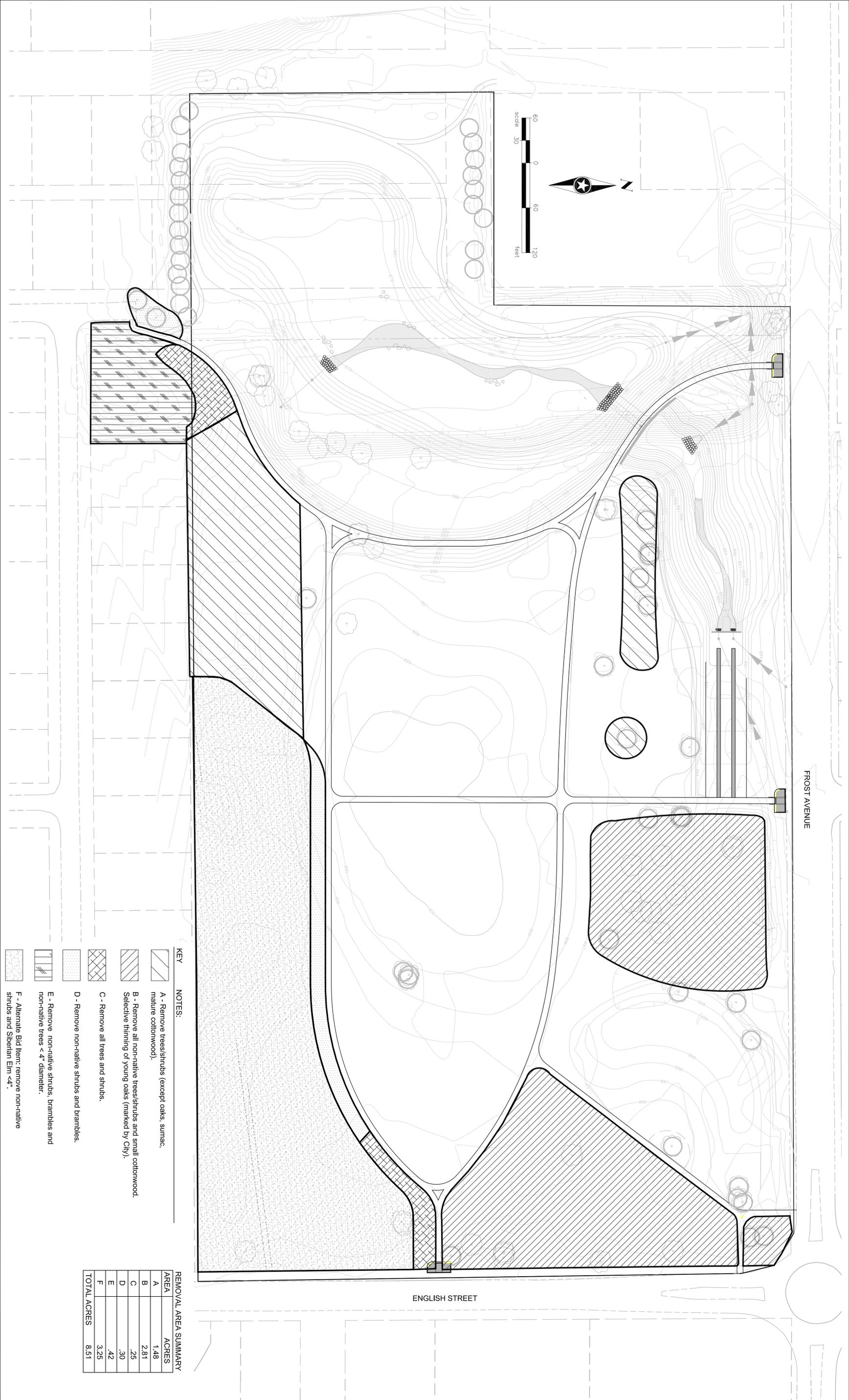
SEH
 PHONE: 651.490.2000
 3535 VADNAIS CENTER DR.
 ST. PAUL, MN 55110-5196
 www.sehinc.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: _____ NAME _____ MN LIC. NO. _____ LIC. NO. _____



CITY OF MAPLEWOOD
 GLADSTONE AREA PHASE 1
 IMPROVEMENTS
 CITY PROJECT 04-21
 SEEDING PLAN FOR
 GRADED AND AND PREPARED AREAS

CITY PROJECT	04-21	SHEET NO.	1
		SHEET NO.	2



No.	Date	Revisions	App.

DRAWING NAME
 DESIGNED BY: VG,VA,JA
 DRAWN BY: VAA
 CHECKED BY:
 DATE: 5-22-13
 PROJECT NO. 116459

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: _____ NAME _____ MN LIC. NO. _____ LIC. NO. _____



CITY OF MAPLEWOOD
 GLADSTONE AREA PHASE 1
 IMPROVEMENTS
 CITY PROJECT 04-21
 VEGETATION REMOVAL PLAN
 FOR EXISTING GRASS AND WOODLAND AREAS

CITY PROJECT	04-21	SHEET NO.	2
			2

- KEY**
- A - Remove trees/shrubs (except oaks, sumac, mature cottonwood).
 - B - Remove all non-native trees/shrubs and small cottonwood. Selective thinning of young oaks (marked by City).
 - C - Remove all trees and shrubs.
 - D - Remove non-native shrubs and brambles.
 - E - Remove non-native shrubs, brambles and non-native trees < 4" diameter.
 - F - Alternate Bid Item: remove non-native shrubs and Siberian Elm < 4".

REMOVAL AREA SUMMARY

AREA	ACRES
A	1.48
B	2.81
C	.25
D	.30
E	.42
F	3.25
TOTAL ACRES	8.51

Gladstone Savanna
2013 Restoration Bid Tab

Activities and Tasks	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Activity 1: Prepare disturbed areas for seeding .				
1A. Mow area	acre	16.5	60 ⁰⁰	\$ 990 ⁰⁰
1B. Herbicide area	acre	16.5	70 ⁰⁰	\$ 1,155 ⁰⁰
1C. Remove blanket	lump SY	2165	0.55	\$ 1,190 ⁷⁵
1D. Other prep (if any) 2 nd Herbicide	lump	1	1,155 ⁰⁰	\$ 1,155 ⁰⁰
SUBTOTAL				\$ 4,490 ⁷⁵
Activity 2: Seed disturbed areas.				
2A. Seed - Area A	acre	1.35	1,025 ⁰⁰	\$ 1,383 ⁷⁵
2B. Seed - Area B	acre	13.1	1,093 ⁰⁰	\$ 14,318 ³⁰
2C. Seed - Area C	acre	1.35	1,725 ⁰⁰	\$ 2,328 ⁷⁵
2D. Seed - Area D	acre	0.7	1,210 ⁰⁰	\$ 847 ⁰⁰
2B. Mulch and crimp all seeded areas	acre	16.5	400 ⁰⁰	\$ 6,600 ⁰⁰
2C. Replace erosion blanket	lump SY	2165	1 ²⁰	\$ 2,598 ⁰⁰
SUBTOTAL				\$ 28,075 ⁰⁰
Activity 3: Remove invasive brush and trees and treat stumps. (May be itemized by area if preferred)				
	acre	5.26		\$ -
Area A	AC	1.48	1,100 ⁰⁰	1,628 ⁰⁰
Area B	AC	2.81	1,800 ⁰⁰	5,058 ⁰⁰
Area C	AC	0.25	2,000 ⁰⁰	500 ⁰⁰
Area D	AC	0.30	2,000 ⁰⁰	600 ⁰⁰
Area E	AC	0.42	2,000 ⁰⁰	840 ⁰⁰
		TOTAL		
If alternative seeding rates proposed, please provide cost for areas A, B, C, and D here) Seed Mixes only (No seeding)				
Area A	acre	1.35	150 ⁰⁰	\$ 202 ⁵⁰ -
Area B	acre	13.1	192 ⁵⁰	\$ 2,521 ⁷⁵ -
Area C	acre	1.35	587 ⁵⁰	\$ 793 ¹² -
Area D	acre	0.7	265 ⁶³	\$ 185 ⁹⁴ -

Gladstone Savanna
2013 Restoration Bid Tab

Additional possible services - indicate unit price				
Plug planting (per plug, plants and installation, based on minimum 1000 plugs)	ea	1	2 ⁰⁰	N/A.
Maintenance mowing after seeding (based on 15.8 acres prairie)	acre	1	75 ⁰⁰	N/A.
Deduct: No-till seeding and the removal of straw mulch from Areas A and B	acre	14.45	-480 ⁰⁰	-6,936 ⁰⁰

MEMORANDUM

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: June 19, 2013
SUBJECT: Cancellation of the July 1, 2013 Council Manager Workshop

Summary

Currently, staff does not have any time sensitive matters that would call for the need of a Council Manager Workshop on Monday, July 1st, 2013.

Recommendation

Staff recommends the cancellation of the Council Manager Workshop on July 1, 2013.