

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, November 25, 2013
City Hall, Council Chambers
Meeting No. 21-13

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 November 14, 2013 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Approval of Resolution of Appreciation for Larry Durand - Planning Commission
2. Acceptance of 2013 Innovation in Government Award from Ramsey-Washington Metro Watershed District - Living Streets

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 Insurance Labor-Management Committee's (LMC) Recommendations for Employee Insurance Benefits for 2014
3. Approval of Council Request for Ramsey County Support for the City's Three 2014 Bonding Projects
 - a. East Metro Regional Public Safety Training Center
 - b. Tubman Facility
 - c. Fish Creek Acquisition
4. Approval of Vendors for Maplewood Community Center Intoxicating Liquor License and Beverage Provider Services
5. Approval of Vendors for Maplewood Community Center Catering Services
6. Approval of Resolution for Final Payment and Acceptance of Project, Maplewood Dump Site Improvements, City Project 11-22
7. Approval for Fire Department to Purchase a Used Chevrolet Tahoe
8. Approval of Agreement for Computer-Aided Dispatch and Mobile Data Among and Between Ramsey County, the City of Maplewood and Other County-Based Governmental Units

H. PUBLIC HEARINGS

1. Highway 36/English Street Interchange Improvements, Project 09-08
 - a. Assessment Hearing, 7:00 p.m.
 - b. Resolution Adopting Assessment Roll

I. UNFINISHED BUSINESS

1. Approval to Purchase Recycling Carts for the City's Residential Recycling Program

J. NEW BUSINESS

1. Approval of Resolution for 2014 Annual Liquor License Renewals
2. Approval of Agreement for Suburban Representation Selection Process to the Board of Water Commissioners
3. Approval of the 2014 SCORE Funding Grant Application
4. Approval of Resolution Adopting 2014 Assessment Rates, Public Works Permit Fees and Park Availability Charges

K. AWARD OF BIDS

None

L. VISITOR PRESENTATIONS

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update
2. Pension Funding Report

N. COUNCIL PRESENTATIONS

O. ADJOURNMENT

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

RULES OF CIVILITY FOR OUR COMMUNITY

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

**MINUTES
MAPLEWOOD CITY COUNCIL**

7:00 p.m., Thursday, November 14, 2013
Council Chambers, City Hall
Meeting No. 20-13

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 7:00 p.m. by Mayor Rossbach.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

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

D. APPROVAL OF AGENDA

- N1 Video on Demand for Cities
- N2 Disability Forum
- N3 Election Comment
- N4 Parks System Plan Task Force
- N5 Pension Costs

Councilmember Juenemann moved to approve the agenda as amended.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. Approval of October 28, 2013 City Council Workshop Minutes

Councilmember Juenemann moved to approve the October 28, 2013 City Council Workshop Minutes as submitted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of October 28, 2013 City Council Meeting Minutes

Councilmember Juenemann noted that item N1 need to be changed to indicate the School District 623 and 624 both had a school board election and referendum question on the ballot.

Councilmember Koppen moved to approve the October 28, 2013 City Council Meeting Minutes as amended.

Seconded by Mayor Rossbach

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Approval of a Proclamation Establishing November 15, 2013, as America Recycles Day in Maplewood

Mayor Rossbach read the proclamation establishing November 15, 2013 as America Recycles Day.

Councilmember Juenemann moved to approve the Proclamation Establishing November 15, 2013 as America Recycles Day.

Proclamation by the Mayor of Maplewood Establishing November 15, 2013 as America Recycles Day

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

Whereas, although Maplewood residents have a high participation rate in the City's recycling program, we must also continue to focus on other initiatives such as waste reduction, composting, the reuse of products and materials, and purchasing recycled products; and

Whereas, by encouraging businesses, state agencies, nonprofit organizations, schools and individuals to celebrate America Recycles Day 2013, we can further promote recycling as an environmentally efficient and economically smart habit; and

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

Whereas, it is important that all Maplewood citizens become involved in recycling activities and learn more about the many recycled and recyclable products available to them as consumers; it is also fitting for Maplewood to celebrate America Recycles Day 2013 and take action by educating citizens about the recycling options available in our community;

Now, therefore, I Mayor Rossbach, do hereby recognize November 15, 2013 as America Recycles Day.

Seconded by Councilmember Koppen

Ayes – All

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

\$ 323,403.52	Checks # 90935 thru # 90975 dated 10/15/13 thru 10/22/13
\$ 277,349.68	Disbursements via debits to checking account dated 10/21/13 thru 10/25/13
\$ 1,086,482.21	Checks # 90976 thru # 91025 dated 10/23/13 thru 10/29/13
\$ 381,987.44	Disbursements via debits to checking account dated 10/28/13 thru 11/01/13
<hr/>	
\$ 2,069,222.85	Total Accounts Payable

PAYROLL

\$ 512,649.08	Payroll Checks and Direct Deposits dated 10/25/13
\$ 821.50	Payroll Deduction check # 9989622 thru # 9989623 dated 10/25/13
<hr/>	
\$ 513,470.58	Total Payroll
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<u>\$ 2,582,693.43</u>	<u>GRAND TOTAL</u>

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

2. Approval of Resolution Certifying Special Assessments for Unpaid Ambulance Bills

Councilmember Juenemann moved to approve the resolution to certify \$17,674.53 of unpaid ambulance bills for collection with 2014 property taxes which includes interest at the rate of ten percent on the total amount for one year.

Resolution 13-11-998

RESOLVED, that the City Clerk is hereby authorized and directed to certify to the Auditor of Ramsey County the following ambulance bills totaling \$17,674.53 for collection with the taxes of said property owner for the year 2013, collectible in 2014, which included interest at the rate of ten percent (10%) on the total amount for one year.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

3. Approval of Resolution Certifying Special Assessments for Unpaid Miscellaneous Charges

Councilmember Juenemann moved to approve the resolution to certify \$23,622.34 of unpaid miscellaneous charges for collection with 2014 property taxes which includes interest at the rate of ten percent on the total amount for one year.

Resolution 13-11-999

Resolved, that the City Clerk is hereby authorized and directed to certify to the Auditor of Ramsey County the following miscellaneous charges totaling \$23,622.34 for collection with the taxes of said property owner for the year 2013, collectible in 2014, which included interest at the rate of ten percent (10%) on the total amount for one year.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

4. Approval of Resolution Certifying Special Assessments for Unpaid Trash Bills

Councilmember Juenemann moved to approve the resolution to certify \$45,672.18 of unpaid trash bills for collection with 2014 property taxes which includes interest at the rate of ten percent on the total amount for one year.

Resolution 13-11-1000

Resolved, that the City Clerk is hereby authorized and directed to certify to the Auditor of Ramsey County the following trash bills totaling \$45,672.18 for collection with the taxes of said property owner for the year 2013, collectible in 2014, which included interest at the rate of ten percent (10%) on the total amount for one year.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

5. Approval of 2013 Budget Adjustments and Transfers to Close TIF Funds

Councilmember Juenemann moved to approve a transfer of \$1,008.44 from fund 426 (TIF 1-5) to fund 438 (TIF 1-9) and a transfer of \$10,448.98 from fund 426 (TIF 1-5) to fund 414 (TIF 1-2); and direct the Finance Director to make the appropriate budget adjustments.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

9. Approval of Summary of the City of Maplewood's First Annual Fall Clean Up Campaign

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

Councilmember Juenemann moved to approve the summary of the first annual fall clean-up campaign.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

10. Approval of Planned Unit Development Review for the Metro Transit Park and Ride Parking Ramp, 1793 Beam Avenue

Councilmember Juenemann moved to approve to review the conditional use permit for Metro Transit Park and Ride facility only if the applicant proposes a change or if a problem arises.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

11. Approval of Conditional Use Permit Review for Walser Automotive Used Car Sales and Vehicle Repair, 2590 Maplewood Drive

Councilmember Juenemann moved to approve to review the conditional use permit for used car sales and auto repair at 2590 Maplewood Drive only if the property owner proposes a change or expansion of these businesses or if a problem arises.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

12. Approval of Conditional Use Permit Review for the Ramsey County Family Service Center, 2001 Van Dyke Street

Councilmember Juenemann moved to approve to review the conditional use permit for the Ramsey County Family Services Center again only if the property owner proposes a change or if a problem arises.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

A. WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City"), hereby determines and declares that it is necessary and expedient to provide moneys for:

1. a current refunding of the City's \$2,940,000 original principal amount of General Obligation Refunding Bonds, Series 2004A, dated April 1, 2004 (the "Prior 2004A Bonds"); and
2. a crossover advance refunding of the City's \$13,010,000 General Obligation Improvement Bonds, Series 2004B, dated August 1, 2004 (the "Prior 2004B Improvement Bonds" and together with the Prior 2004A Bonds, the "Prior Bonds"); and

B. WHEREAS, the Prior 2004A Bonds are callable on February 1, 2014 and on any date thereafter, at a price of par plus accrued interest, as provided in the Resolution adopted by the City Council on March 18, 2004 (the "Prior 2004A Bonds Resolution"), authorizing the issuance of the Prior 2004A Bonds; and

C. WHEREAS, \$1,905,000 of the principal amount of the Prior 2004B Improvement Bonds which matures or are subject to mandatory redemption on and after August 1, 2016, is callable on August 1, 2015 and any date thereafter, at a price of par plus accrued interest, as provided in the resolution, adopted by the City Council on July 22, 2004, authorizing the issuance of the Prior 2004B Improvement Bonds (the "Prior 2004B Improvement Bonds Resolution" and together with the Prior 2004A Bonds Resolution, the "Prior Resolutions"); and

D. WHEREAS, the current refunding on February 1, 2014 (the "Call Date") of \$1,755,000 aggregate prior amount of the Prior 2004A Bonds maturing on and after February 1, 2015 (the "Refunded 2004A Bonds"); and the partial crossover advance refunding on August 1, 2015 (the "Crossover Date") of the Prior 2004B Improvement Bonds maturing on and after August 1, 2018 (the "Refunded 2004B Improvement Bonds" and, together with the Refunded 2004A Bonds, the "Refunded Bonds"), 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

E. WHEREAS, the City Council hereby determines and declares that it is necessary and expedient to issue \$3,700,000 General Obligation Refunding Bonds, Series 2013B (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475, to provide moneys for i. a current refunding of the Refunded 2004A Bonds; and ii. a partial crossover advance refunding of the Refunded 2004B Improvement Bonds; 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 City Council of the City of Maplewood, Minnesota, as follows:

(a) Acceptance of Proposal. The proposal of Raymond James & Associates, Inc., Memphis, Tennessee (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 \$3,772,735.94, 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. The Bonds shall dated as of the date of delivery, as the date of original issue, 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, without option of prepayment, on August 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>
2015	\$250,000
2016	270,000
2017	260,000
2018	530,000
2019	935,000
2020	430,000
2021	440,000
2022	190,000
2023	195,000
2024	200,000

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) 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 6 and 11 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 11, 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 15 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 6 hereof, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.

(c) 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 11. To the extent that the Beneficial

Owners are designated as the transferee by the Holders, in accordance with paragraph 11, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 11.

(d) 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. Allocation of Bonds to Prior 2004A Bonds and Prior 2004B Improvement Bonds; Allocation of Prepayments to Portions of Debt Service. The aggregate principal amount of \$1,735,000 maturing in each of the years and amounts hereinafter set forth are issued to refund the Prior 2004A Bonds (the "Prior 2004A Bonds Refunding Portion"). The aggregate principal amount of \$1,965,000 maturing in each of the years and amounts hereinafter set forth are issued to refund the Prior 2004B Improvement Bonds (the "Prior 2004B Improvement Bonds Refunding Portion"):

<u>Year</u>	<u>Prior 2004A Bonds Refunding Portion</u>	<u>Prior 2004B Improvement Bonds Refunding Portion</u>
2015	\$250,000	
2016	250,000	\$ 20,000
2017	240,000	20,000
2018	245,000	285,000
2019	250,000	685,000
2020	245,000	185,000
2021	255,000	185,000
2022		190,000
2023		195,000
2024		200,000

The Prior 2004A Bonds Refunding Portion is further allocated as follows:

<u>Year</u>	<u>Special Assessment and Tax Levy Refunding Portion</u>	<u>Tax Levy Refunding Portion</u>
2015	\$20,000	\$230,000
2016	20,000	230,000
2017		240,000
2018		245,000

2019	250,000
2020	245,000
2021	255,000
2022	
2023	
2024	

4. Purpose; Refunding Findings. The Bonds shall provide funds for (i) current refunding of the Refunded 2004A Bonds (the "Current Refunding") and (ii) a partial crossover advance refunding of the Refunded 2004B Improvement Bonds (the "Crossover Refunding" and, together with the Current Refunding, the "Refundings"). It is hereby found, determined and declared that the Refundings are pursuant to Minnesota Statutes, Section 475.67.

With respect to the Refunded 2004B Improvement Bonds, as of the Crossover Date there shall result a reduction in the present value of the dollar amount of the debt service to the City from a total dollar amount of \$6,652,200.00 for the Prior 2004B Improvement Bonds to a total dollar amount of \$6,481,812.50 for the Prior 2004B Improvement Bonds Refunding Portion of the Bonds computed in accordance with the provisions of Minnesota Statutes, Section 475.67, Subdivision 12. The dollar amount of such present value of the debt service for the Prior 2004B Improvement Bonds 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 2004B Improvement Bonds as required by Minnesota Statutes, Section 475.67, Subdivision 12.

5. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 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>
2015	2.000%
2016	2.000
2017	2.000
2018	2.000
2019	2.000
2020	2.000
2021	2.500
2022	2.500
2023	2.500
2024	2.500

6. No Redemption. The Bonds shall not be subject to redemption and prepayment prior to their stated maturity date.

7. 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 13.

8. 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 REFUNDING BOND, SERIES 2013B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	August 1,	_____, 2013	

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, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, without option of prior payment, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 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. 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.

No Optional Redemption. The Bonds of this issue (the "Bonds") are not subject to redemption and prepayment prior to their stated maturity dates.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$3,700,000 (the "Bonds"), all of like date of original issue and tenor, except as to number, maturity, interest rate, and denomination, 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 November 14, 2013 (the "Resolution"), for the purpose of providing funds sufficient for current and crossover advance refunding of certain outstanding general obligation bonds of the Issuer. This Bond is payable out of the General Obligation Refunding Bonds, Series 2013B Fund 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 by 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 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 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

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

/s/ Facsimile
Mayor

U.S. BANK NATIONAL ASSOCIATION
St. Paul, Minnesota
Bond Registrar

/s/ Facsimile
Clerk

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:

entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of the date of delivery. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

11. 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 10) 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 his, her or its 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 Clerk is hereby authorized to negotiate and execute the terms of said agreement.

12. 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.

13. 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.

14. 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 13) 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.

15. 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.

16. Funds and Accounts. There is hereby created a special fund to be designated the "General Obligation Refunding Bonds, Series 2013B 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. 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) Payment Account. Proceeds of the sale of the Prior 2004A Bonds Refunding Portion in the amount of \$1,755,000.00 shall be deposited in the Payment Account. On or prior to the Call Date, the Finance Manager shall transfer \$1,755,000.00 of the Prior 2004A Bonds Refunding Portion of the Bonds from the Payment Account to the paying agent for the Prior 2004A Bonds, which sum is sufficient, together with other funds on deposit in the debt service fund for the Refunded 2004A Bonds, to pay the principal and any accrued interest due on the Prior 2004A Bonds on the Call Date. Any monies remaining in the Payment Account after payment of the Refunded 2004A Bonds shall be transferred to the Debt Service Subaccount.

(b) Escrow Account. The Escrow Account is established for the Refunded 2004B Improvement Bonds and shall be maintained as an escrow account with U.S. Bank National Association (the "Escrow Agent"), in St. Paul, Minnesota, which is a suitable financial institution within or without the State. \$1,968,279.01 in proceeds of the sale of the Prior 2004B Improvement Bonds Refunding Portion of the Bonds shall be received by the Escrow Agent and applied to fund the Escrow Account or to pay costs of issuing the Bonds. \$46,629.04 in proceeds of the sale of the Prior 2004A Bonds Refunding Portion shall be received by the Escrow Agent to pay costs of issuing the Bonds. Proceeds of the Prior 2004B Improvement Bonds Refunding Portion and the Prior 2004A Bonds Refunding Portion of the Bonds not used to pay costs of issuance or any Bond 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 Prior 2004B Improvement 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 2004B Improvement Bonds. The Escrow Account shall be irrevocably appropriated to the payment of (i) all interest on the Prior 2004B Improvement Bonds Refunding Portion of the Bonds to and including the Crossover Date, and (ii) the principal of the Refunded 2004B Improvement 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 the Escrow Agreement, by and between the City and Escrow Agent (the "Escrow Agreement"), a form of which is on file in the office of the Finance Manager. Any moneys remitted to the City upon termination of the Escrow Agreement shall be deposited in the Debt Service Account.

(c) Debt Service Account. There shall be maintained the following separate subaccounts in the Debt Service Account to be designated the "Improvement Debt Service Subaccount" and the "Tax Levy 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) Improvement Debt Service Subaccount. To the Improvement Debt Service Subaccount there is hereby pledged and irrevocably appropriated and there shall be credited: (1) after the Crossover Date, all uncollected special assessments pledged to the payment of the Prior 2004B Improvement Bonds; (2) After the Call Date, all uncollected special assessments pledged to the payment of the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds; (3) a proportionate share of any accrued interest received upon delivery of the Bonds; (4) any collections of all taxes heretofore or hereafter levied for the payment of the Prior 2004B Improvement Bonds and interest thereon and for the payment of the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds and interest thereon which are not needed to pay the Prior 2004B Improvement Bonds as a result of the Crossover Refunding and not needed to pay the Prior 2004A Bonds as a result of the current refunding; (5) all investment earnings on funds in the Improvement Debt Service Subaccount; and (6) any balance remitted to the City upon the termination of the Escrow Agreement; (7) any and all other moneys which are properly available and are appropriated by

the governing body of the City to the Improvement Debt Service Subaccount. The amount of any surplus remaining in the Improvement Debt Service Subaccount when the Prior 2004B Improvement Bonds Refunding Portion of the Bonds and interest thereon are paid and when the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The moneys in the Improvement Debt Service Subaccount shall be used solely to pay the principal of and interest on the Prior 2004B Improvement Bonds Refunding Portion of the Bonds and the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Refunding Portion of the Bonds or any other bonds hereafter issued and made payable from the Fund.

(ii) Tax Levy Debt Service Subaccount. To the Tax Levy Debt Service Account there is hereby pledged and irrevocably appropriated and there shall be credited: (1) any collections of all taxes heretofore or hereafter levied or collected for the payment of the Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds and interest thereon which are not needed to pay the Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds as a result of the current Refunding; (2) all investment earnings on funds held in the Tax Levy Debt Service Subaccount; and (3) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Tax Levy Debt Service Subaccount. The Tax Levy Debt Service Subaccount shall be used solely to pay the principal and interest and any premiums for redemption of the Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

The moneys in the Debt Service Account shall be used solely to pay the principal of and interest on the Bonds or any other bonds hereafter issued and made payable from the Fund. 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 Fund (or any other City account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and 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 federal Internal Revenue Code of 1986, as amended (the "Code").

17. Covenants Relating to the Prior 2004A Bonds Refunding Portion of the

Bonds and the Prior 2004B Improvement Bonds Refunding Portion.

(a) Special Assessments. The City has heretofore levied special assessments pursuant to the Prior 2004A Bonds Resolution, which were pledged to the payment of the principal and interest on the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds and, after the Call Date, the uncollected special assessments for the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds are now pledged to the payment of principal and interest on the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds. The City has heretofore levied special assessments pursuant to the Prior 2004B Improvement Bonds Resolution, which were pledged to the payment of the principal and interest on the Prior 2004B Improvement Refunding Portion of the Prior 2004B Improvement Bonds and, after the Crossover Date, the uncollected special assessments for the Prior 2004B Improvement Refunding Portion of the Bonds are now pledged to the payment of principal and interest on the Prior 2004B Improvement Bonds Refunding Portion of the Bonds. The special assessments are such that if collected in full they, together with estimated collections of taxes herein pledged for the payment of the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds and Prior 2004B Improvement Bonds Refunding 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 Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds and the Prior 2004B Improvement Bonds Refunding Portion of the Bonds. The special assessments were levied as provided below, payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all such assessments at the rate shown opposite such years:

<u>Improvement Designations</u>	<u>Amounts</u>	<u>Interest Rate</u>	<u>Collection Years</u>
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See attached schedules

(b) Tax Levy; Coverage Test; Cancellation of Certain Tax Levies. To provide moneys for payment of the principal and interest on the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds and the Prior 2004B Improvement Bonds 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>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amounts</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 any other revenues herein pledged for the payment of the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds and Prior 2004B Improvement Bonds Refunding 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 Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds

and the Prior 2004B Improvement Bonds Refunding Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds and Prior 2004B Improvement Bonds Refunding 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.

Upon payment of the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds, the uncollected taxes levied in the Prior 2004A Bonds Resolution authorizing the issuance of the Prior 2004A Bonds which are not needed to pay the Prior 2004A Bonds as a result of the Current Refunding shall be canceled. Upon payment of the Prior 2004B Improvement Bonds, the uncollected taxes levied in the Prior 2004B Improvement Bonds Resolution authorizing the issuance of the Prior 2004B Improvement Bonds which are not needed to pay the Prior 2004B Improvement Bonds as a result of the Crossover Refunding shall be canceled.

(c) General Obligation Pledge. For the prompt and full payment of the principal and interest on the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds and the Prior 2004B Improvement Bonds Refunding Portion of 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 Improvement Debt Service Subaccount is ever insufficient to pay all principal and interest then due on the Special Assessment and Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds and Prior 2004B Improvement Bonds Refunding Portion of 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 Improvement Debt Service Subaccount when a sufficient balance is available therein.

18. Covenants Relating to the Tax Levy Refunding Portion of the Prior 2004A Bonds 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 Tax levy Refunding Portion of the Prior 2004A Bonds 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>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amounts</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 any other revenues herein pledged for the payment of the Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding 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 Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding

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.

Upon payment of the Tax Levy Refunding Portion of the Prior 2004A Bonds, the uncollected taxes levied in the Tax Levy Refunding Portion of the Prior 2004A Bonds Resolution authorizing the issuance of the Prior 2004A Bonds which are not needed to pay the Prior 2004A Bonds as a result of the Current Refunding shall be canceled.

(b) General Obligation Pledge. For the prompt and full payment of the principal and interest on the Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of 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 Tax Levy Debt Service Subaccount is ever insufficient to pay all principal and interest then due on the Tax Levy Refunding Portion of the Prior 2004A Bonds Refunding Portion of 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 Improvement Debt Service Subaccount when a sufficient balance is available therein.

19. 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.

20. 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.

21. 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 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.

22. Redemption of Refunded Bonds. The Clerk is hereby authorized and directed to give a mailed notice of redemption prior to the Call Date, to the paying agent for the Refunded 2004A Bonds in substantially the form attached hereto as Exhibit A, which terms and conditions are hereby approved and incorporated herein by reference. The Refunded 2004B Improvement Bonds shall be redeemed and prepaid on the Crossover Date in accordance with the terms and conditions set forth in the Notice of Call for Redemption, in substantially the form attached to the Escrow Agreement, which terms and conditions are hereby approved and incorporated herein by reference.

23. 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 the Escrow Agreement on behalf of the City. 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.

24. Purchase of SLGS or Open Market Securities. The Escrow Agent, as agent for the City, is hereby authorized and directed to purchase on behalf of the City and in its name the appropriate United States Treasury Securities, State and Local Government Series and/or open market securities as provided in paragraph 21, from the proceeds of the Prior 2004B Improvement Bonds Refunding Portion of the Bonds, 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.

25. Certificate of Registration. The Clerk is hereby directed to file a certified copy of this resolution with the County Auditor of Ramsey County, Minnesota, together with such other information as each County Auditor shall require, and to obtain the County Auditor's Certificate from each County that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

26. 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 re furnished, shall be deemed representations of the City as to the facts recited therein.

27. Negative Covenant as to Use of Proceeds and Projects. The City hereby covenants not to use the proceeds of the Bonds or to use the projects originally financed by the Prior Bonds, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the projects, 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.

28. 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 occurrence.

(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.

(e) 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.

29. Tax-Exempt Status of the Bonds; Rebate. The City is subject to the rebate requirement imposed by Section 148(f) of the Code by reason of issuing (together with all subordinate entities thereof, and all entities treated as one issuer with the Issuer) more than \$5,000,000 of tax-exempt governmental obligations during this calendar year as provided in Section 148(f)(4)(D) of the Code and Section 1.148-8 of the Regulations.

30. 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:

(a) the Bonds are issued after August 7, 1986;

(b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(c) the City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;

(d) 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;

(e) not 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

(f) 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.

31. Official Statement. The Official Statement relating to the Bonds prepared and distributed by the Springsted Incorporated is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

32. Supplemental Resolution. The Prior Resolutions are hereby supplemented to the extent necessary to give effect to the provisions hereof.

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 Koppen

Ayes – All

The motion passed.

J. NEW BUSINESS

1. Approval of Resolution for Community Development Fees for 2014

Building Official Fisher gave the staff report and answered questions of the council.

Councilmember Juenemann moved to approve the resolution setting the 2014 Building Permit Fees and the 2014 Community Development Charges.

Resolution 11-13-1003 COMMUNITY DEVELOPMENT FEES

HEREAS, the Maplewood City Council has performed their annual evaluation of the fees charged by the city for building permits, planning reviews and restaurant inspections;

HEREAS, the Maplewood City Council hereby sets the following fees listed in the table entitled Table A-1 Building Permit Fees;

HEREAS, the Maplewood City Council hereby sets the Community Development Service Charges for planning and health related fees as outlined on the fee chart entitled 2014 Community Development Service Charges;

OW, THEREFORE BE IT RESOLVED, that the City of Maplewood adopt the above mentioned 2014 fee amounts.

Maplewood City council approved this resolution on November 14, 2013.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

2. Approval of a Resolution Calling a Public Hearing on the Proposed Adoption of a Modification to the Development Program for Development District No. 1, the Proposed Establishment of Tax Increment Financing (Housing) District No. 1-13 Therein, and the Proposed Adoption of a Tax Increment Financing Plan

Assistant City Manager Coleman gave a brief introduction and answered questions of the council. Tom Dunaway from Springsted, Inc. gave the presentation on the proposed TIF (Housing) District No. 1-13, Londin Lane Project.

City Attorney Kantrud answered questions of the council City Manager Ahl answered additional questions of the council. Mark Jenkins, HEDC Commissioner was present and addressed the council to give a brief report from the HEDC Commission.

Mayor Rossbach moved to approve the resolution calling for a Public Hearing on December 9, 2013 to consider modification to the development program for Development District No. 1, the proposed establishment of Tax Increment Financing (Housing) District No. 1-13 Therein, and the proposed adoption of a Tax Increment Financing Plan.

Resolution 11-13-1004

RESOLUTION CALLING PUBLIC HEARING ON THE PROPOSED ADOPTION OF A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1 AND THE PROPOSED ESTABLISHMENT OF TAX INCREMENT FINANCING (HOUSING) DISTRICT NO. 1-13 THEREIN AND THE PROPOSED ADOPTION OF A TAX INCREMENT FINANCING PLAN THEREFOR

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

1. Public Hearing. This Council shall meet on December 9, 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 (Housing) District No. 1-13 therein;

A swearing-in and oath of office ceremony will take place on January 6, 2014.

A recording of write-in votes received can be found in the office of the city clerk.

Seconded by Mayor Rossbach Ayes – All

The motion passed.

4. Approval of Settlement for Damages in Condemnation Case – Cramer Parcel
a. Declaration of Intent to Consider Closed Session (§13D.04 subd. 5)

City Attorney Kantrud gave the staff report.

Councilmember Juenemann moved to close the meeting for the purpose of discussing settlement for damages in the Condemnation Case – Cramer Parcel per MN Statute 13D.04 subd.5.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

Mayor Rossbach called the meeting back to order. City Attorney gave an overview of the closed meeting discussion.

City Attorney Kantrud gave the staff report.

Councilmember Koppen moved to approve the settlement with Mr. Cramer in the amount of \$645,000.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

K. AWARD OF BIDS

None

L. VISITOR PRESENTATION

None

M. ADMINISTRATIVE PRESENTATIONS

1. Council Calendar Update

City Manager Ahl gave an update to the council calendar.

2. Update on Progress Toward 2012-2014 City Council Goals

City Manager Ahl gave a presentation on the City Council progress towards 2012-2014

goals.

3. Cancellation of the December 2, 2013 Council Manager Workshop

Mayor Rossbach moved to cancel the Council Manager Workshop scheduled for December 2, 2013.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

N. COUNCIL PRESENTATIONS

1. Video on Demand

Councilmember Cardinal reported on the new free Video on Demand service that the Cable Franchise Commission will be offering.

2. Disability Forum

Councilmember Cardinal noted that Mayor Rossbach had attended the Disability Forum at the Maplewood Library. Mayor Rossbach gave a brief overview of the event.

Councilmember Juenemann made further comments about disability transportation problems indicating that individuals with disabilities have fewer options about where to live because of transportation limitations. She further stated that the City needs to keep individuals with disabilities informed about the availability of transportation options in Maplewood.

3. Election Comments

Councilmember Cardinal congratulated Nora Slawik for being elected Mayor and Diana Longrie for being a candidate. He also congratulated Marylee Abrams and Kathy Juenemann for being elected as councilmembers. He also congratulated Rebecca Cave and Margaret Ann Behrens for being candidates.

Councilmember Juenemann thanked the staff for conducting the election.

4. Parks System Plan Task Force

Councilmember Cardinal informed residents that there will be a parks system survey conducted in early 2014. The three part survey will assist in the current planning of the parks and for future park planning and sustainability. Information gathered from the survey will assist the council in making decision about future projects.

5. Pension Costs

Councilmember Cardinal reported on an article that was in the paper about problems with public employee pension costs and requested that the City review its pension related costs in the near future.

O. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 8:51 p.m.

DRAFT

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Tom Ekstrand, Senior Planner
DATE: November 20, 2013
SUBJECT: Approval of Resolution of Appreciation for Larry Durand - Planning Commission

Introduction

Larry Durand submitted his resignation as a member of the Maplewood Planning Commission. The city council appointed Larry to the planning commission on May 14, 2012.

On November 19, 2013, the planning commission recommended that the city council approve the resolution of appreciation for Commissioner Durand for his service to the city and thanking him for his contribution.

Budget Impact

None

Recommendation

Approve a resolution of appreciation for Planning Commissioner Durand.

Attachment

1. Resolution of Appreciation for Larry Durand

P: Planning Commission\Resolution of Appreciation for Larry Durand CC Memo 11 13 te

JOINT RESOLUTION OF APPRECIATION

WHEREAS, Larry Durand has been a member of the Maplewood Planning Commission since May 14, 2012 and has served faithfully in that capacity; and

WHEREAS, Larry 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 Larry has provided; and

WHEREAS, Larry 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 Larry Durand is hereby extended our gratitude and appreciation for his dedicated service.

***Passed by the Maplewood
City Council on _____, 2013***

Will Rossbach, Mayor

***Passed by the Maplewood
Planning Commission
On November 19, 2013***

Tushar Desai, Chairperson

Attest:

Karen Guilfoile, City Clerk

MEMORANDUM

TO: R. Charles Ahl, City Manager

FROM: Michael Thompson, City Engineer / Public Works Director

DATE: November 19, 2013

SUBJECT: Acceptance of 2013 Innovation in Government Award from Ramsey-Washington Metro Watershed District - Living Streets

Introduction

The council will consider accepting the 2013 Innovation in Government Award presented by Ramsey-Washington Metro Watershed District for Maplewood's Living Streets policy approach for the Bartelmy-Meyer neighborhood implementation of Living Streets concepts.

Discussion

The following verbiage was used by Cliff Aichinger (RWMWD Administrator) in presenting the award to Maplewood, represented by Steve Love, who attended the District's awards ceremony on November 14th:

This project was a demonstration of the implementation of a Living Streets approach. A living street is a design concept that strives to balance functional elements (pavement, vehicles, and utilities) with sustainable/green elements (safe pedestrian movement, bicycles, stormwater management, increasing the urban forest and enhancing the neighborhood aesthetics).

This project resulted in a reduction of pavement by narrowing streets from 32 to 24 feet, the addition of sidewalks on every street, the construction of 32 rain gardens, 1 regional infiltration garden and the installation of 200 drought resistant boulevard trees.

The District applied for and received a \$550,000 Clean Water Fund grant from the State of Minnesota and matched these dollars with District funds. These funds were given to the City of Maplewood to assist in the funding of this \$4 million street and utility improvement project. The City has since adopted a Living Streets Policy Plan that will guide its implementation of this approach on all future City street improvements.

Budget Impact

None

Recommendation

Consider Accepting the 2013 Innovation in Government Award from the Ramsey-Washington Metro Watershed District reflecting Maplewood's Living Streets initiatives.

Attachments

RWMWD Ceremony Event Photos (2)



MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Gayle Bauman, Finance Director
DATE: November 25, 2013
SUBJECT: Approval of Claims

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

ACCOUNTS PAYABLE:

\$ 182,310.52	Checks # 91026 thru # 91077 dated 11/05/13
\$ 265,816.39	Disbursements via debits to checking account dated 11/04/13 thru 11/08/13
\$ 362,645.59	Checks # 91078 thru # 91276 dated 11/12/13 thru 11/15/13
\$ 392,673.63	Disbursements via debits to checking account dated 11/12/13 thru 11/15/13
\$ 1,203,446.13	Total Accounts Payable

PAYROLL

\$ 504,706.62	Payroll Checks and Direct Deposits dated 11/08/13
\$ 880.00	Payroll Deduction check # 9989645 thru # 9989646 dated 11/08/13
\$ 505,586.62	Total Payroll
\$ 1,709,032.75	GRAND TOTAL

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

Attachments

**Check Register
City of Maplewood**

11/01/2013

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
91026	11/05/2013	01936	CHAD BERGO	REIMB FOR MILEAGE & INTERNET	308.94
91027	11/05/2013	05114	BOLTON & MENK, INC.	GENERAL GIS ASSISTANCE	525.00
91028	11/05/2013	02149	HEIDI CAREY	MARKETING & ADVERTISING - OCT	4,000.00
91029	11/05/2013	00363	DLT SOLUTIONS, INC.	AUTODESK SUBSCRIPTION 2013-2014	6,498.28
91030	11/05/2013	01819	PAETEC	LOCAL PHONE SERVICE 09/15 - 10/14	778.44
91031	11/05/2013	01409	S E H	ENGINEERING CONSULTING FEES PDEP	64,108.35
	11/05/2013	01409	S E H	PROJ 09-09 CONSULTANT SERVICES	10,278.14
	11/05/2013	01409	S E H	PROJ 09-08 CONSULTANT SERVICES	6,877.62
	11/05/2013	01409	S E H	PROJ 13-09 CONSULTANT SERVICES	5,085.51
	11/05/2013	01409	S E H	PROJ 11-19 CONSULTANT SERVICES	3,046.37
91032	11/05/2013	01497	SPRINGSTED INC	REGISTRATION FEE (M COLEMAN)	75.00
91033	11/05/2013	02274	SPRINT	SPRINT SRVS 09/15 - 10/14	6,771.56
91034	11/05/2013	01546	SUBURBAN SPORTSWEAR	V-BALL SHIRTS	1,394.25
	11/05/2013	01546	SUBURBAN SPORTSWEAR	SHIRTS FOR FLAG FOOTBALL	142.00
91035	11/05/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	58.89
	11/05/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	50.65
	11/05/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	18.91
91036	11/05/2013	04321	ANOKA COUNTY GOVERNMENT CTR	REGISTRATION FEE FOR NOTARY	20.00
91037	11/05/2013	04047	ASHLAND PRODUCTIONS	CHARITABLE GAMBLING	290.00
91038	11/05/2013	04848	AVESIS	MONTHLY PREMIUM - NOVEMBER	287.19
91039	11/05/2013	01974	BLUE CROSS REFUNDS	REFUND FOR TRANS MEDIC 3236506440010	97.26
91040	11/05/2013	00403	DISPUTE RESOLUTION CENTER	CHARITABLE GAMBLING	280.00
91041	11/05/2013	04371	ELECTRO WATCHMAN INC.	FINAL PMT INSTALL NEW S2 SECURITY	4,869.07
91042	11/05/2013	05283	EMERGENCY RESPONSE SOLUTIONS	CALIBRATION GAS	277.58
91043	11/05/2013	00003	ESCROW REFUND	ESCROW FOR GERVAIS WOODS	1,735.20
91044	11/05/2013	03725	FINANCE AND COMMERCE, INC.	POSTING FOR PDEP BID PHASE 3	243.39
91045	11/05/2013	00531	FRA-DOR INC.	BLACK DIRT RESTORATION MORELAND	138.94
91046	11/05/2013	02929	GLTC PREMIUM PAYMENTS	LTC MONTHLY PREMIUM - NOVEMBER	366.84
91047	11/05/2013	00671	HIRSHFIELD'S	ATHLETIC FIELD MARKING PAINT	1,469.53
91048	11/05/2013	05288	CHELSEA LANGER	REIMB FOR MILEAGE 9/4 - 9/6	25.54
91049	11/05/2013	00392	MN DEPARTMENT OF COMMERCE	UNCLAIMED PROPERTY - PAYROLL	66.50
91050	11/05/2013	01904	MN DEPT OF HUMAN RIGHTS	TRAINING (NYE)	85.00
91051	11/05/2013	01088	MN POLLUTION CONTROL AGENCY	RENEW CERTIFICATION - S SCHULTZ	23.00
	11/05/2013	01088	MN POLLUTION CONTROL AGENCY	RENEW CERTIFICATION - D ADAMS	23.00
tachmen	11/05/2013	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - NOVEMBER	512.00
91053	11/05/2013	00001	ONE TIME VENDOR	REIMB P QUIST SUPPLIES FOR NC PROJ	253.99
91054	11/05/2013	00001	ONE TIME VENDOR	REFUND B FLACH FOR TRANS MEDIC	194.00
91055	11/05/2013	00001	ONE TIME VENDOR	REFUND R JACKSON BASKETBALL	125.00
91056	11/05/2013	00001	ONE TIME VENDOR	REFUND K STUTTGEN SHOW CANCELLED	53.57
91057	11/05/2013	00001	ONE TIME VENDOR	REFUND W SOFIE SHOW CANCELLED	53.57
91058	11/05/2013	00001	ONE TIME VENDOR	REFUND CITYWIDE PLUMBING PERMIT	50.00
91059	11/05/2013	00001	ONE TIME VENDOR	REFUND L ERICKSON FOR TRANS MEDIC	44.79
91060	11/05/2013	00001	ONE TIME VENDOR	REFUND R HAMPER HP BENEFIT	20.00
91061	11/05/2013	05270	PARALLEL TECHNOLOGIES, INC.	INTERNAL FIBER OPTIC RUN	1,902.05
91062	11/05/2013	00396	MN DEPT OF PUBLIC SAFETY	SRVS (CJDN) PROVIDED TO PD-3RD QTR	1,920.00
91063	11/05/2013	00264	TERRIE RAMEAUX	REIMB FOR MILEAGE & SUPPLIES	33.57
91064	11/05/2013	02008	RAMSEY COUNTY PUBLIC WORKS	STREET STRIPING~	13,176.08
91065	11/05/2013	01383	ROSEVILLE AREA SCHOOLS	SHARED FACILITY COST OF EDGERTON	25,390.00
91066	11/05/2013	02001	CITY OF ROSEVILLE	PHONE SERVICE - OCTOBER	1,436.20
91067	11/05/2013	05038	SIMON YOUTH FOUNDATION, INC.	CHARITABLE GAMBLING	104.98
91068	11/05/2013	02073	ANDREA SINDT	REIMB FOR MILEAGE 10/17	25.99
91069	11/05/2013	01480	SNAP-ON INDUSTRIAL	REPLACEMENT SOCKET	10.93
91070	11/05/2013	01511	ST PAUL POLICE DEPT - PDI	TRAINING (FORSYTHE)	245.00

91071	11/05/2013	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	4,807.15
91072	11/05/2013	05289	SUN RAY PLUMBLING & HEATING	PROJ 10-14 SEWER CLEAN/TELEVISION	1,774.00
91073	11/05/2013	05287	TACTICAL SOLUTIONS	CERTIFICATIONS OF DEPT RADAR UNITS	685.09
91074	11/05/2013	03843	TRANS-AUTO TRANSMISSION INC.	OVERHAUL OF TRANNY IN UNIT #613	2,793.45
91075	11/05/2013	01669	TWIN CITIES TRANSPORT &	TOW AMB	133.59
91076	11/05/2013	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - NOVEMBER	3,153.99
	11/05/2013	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - NOVEMBER	2,476.58
91077	11/05/2013	01753	WEATHER WATCH, INC.	WEATHER SERVICE NOV 13-MARCH 14	619.00
					182,310.52

52 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>
11/4/2013	MN State Treasurer	Drivers License/Deputy Registrar	19,326.84
11/5/2013	MN State Treasurer	Drivers License/Deputy Registrar	27,281.04
11/6/2013	MN State Treasurer	Drivers License/Deputy Registrar	66,718.48
11/7/2013	MN State Treasurer	Drivers License/Deputy Registrar	42,209.52
11/8/2013	MN State Treasurer	Drivers License/Deputy Registrar	25,774.19
11/8/2013	MN Dept of Natural Resources	DNR electronic licenses	735.00
11/8/2013	US Bank VISA One Card*	Purchasing card items	44,537.82
11/8/2013	Optum Health	DCRP & Flex plan payments	5,908.50
11/8/2013	ICMA (Vantagepointe)	Deferred Compensation	4,137.50
11/8/2013	ING - State Plan	Deferred Compensation	29,187.50
			265,816.39

*Detailed listing of VISA purchases is attached.

Attachments

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
10/31/2013	11/01/2013	TRUCK UTILITIES INC ST PA	\$194.68	DAVE ADAMS
10/28/2013	10/30/2013	VALLEY TROPHY	\$209.90	LONN BAKKE
10/28/2013	10/29/2013	PITNEYBOWES ONLINEBILL	\$150.00	GAYLE BAUMAN
10/24/2013	10/28/2013	ST PAUL STAMP WORKS INC	\$62.14	REGAN BEGGS
10/28/2013	10/30/2013	ASPEN MILLS INC.	\$52.95	MARKESE BENJAMIN
10/23/2013	10/24/2013	APL*APPLE ONLINE STORE	\$31.07	CHAD BERGO
10/23/2013	10/24/2013	APL*APPLE ONLINE STORE	\$81.42	CHAD BERGO
10/25/2013	10/28/2013	UNIFORMS UNLIMITED INC.	\$167.29	BRIAN BIERDEMAN
10/26/2013	10/28/2013	WAL-MART #2087	\$53.94	BRIAN BIERDEMAN
10/27/2013	10/28/2013	MEL'S DRIVE-IN #4	\$26.27	BRIAN BIERDEMAN
10/27/2013	10/29/2013	THE OLD WAGON SALOON	\$40.59	BRIAN BIERDEMAN
10/27/2013	10/29/2013	SUN COUNTRY 3370612910186	\$120.00	BRIAN BIERDEMAN
10/28/2013	10/30/2013	IN-N-OUT BURGER #198	\$7.18	BRIAN BIERDEMAN
10/29/2013	10/31/2013	SUBWAY 00290601	\$6.27	BRIAN BIERDEMAN
10/30/2013	10/31/2013	OUTBACK 0531	\$45.00	BRIAN BIERDEMAN
10/30/2013	11/01/2013	SUBWAY 00290601	\$15.76	BRIAN BIERDEMAN
10/31/2013	11/01/2013	ENTERPRISE RENT-A-CAR	\$110.06	BRIAN BIERDEMAN
10/31/2013	11/01/2013	CHEVRON 00206855	\$12.38	BRIAN BIERDEMAN
10/17/2013	10/21/2013	DRI*KENSINGTON	\$96.40	OAKLEY BIESANZ
10/18/2013	10/21/2013	MICHAELS SUPPER CLUB INC	\$26.35	RON BOURQUIN
10/19/2013	10/21/2013	STARBUCKS	\$6.12	RON BOURQUIN
10/20/2013	10/21/2013	DOUBLE TREE	\$273.98	RON BOURQUIN
10/23/2013	10/23/2013	AMAZON.COM	\$58.27	JASON BRASH
10/31/2013	11/01/2013	ACT*10KLAKES	\$210.00	JASON BRASH
10/18/2013	10/21/2013	PAYPAL *CCSHOWS COM	\$18.00	NEIL BRENEMAN
10/25/2013	10/25/2013	PHIPPS CENTER FOR THE AR	\$157.00	NEIL BRENEMAN
10/25/2013	10/28/2013	TARGET 00011858	\$6.43	NEIL BRENEMAN
10/30/2013	10/31/2013	FLAGHOUSE INC	\$170.33	NEIL BRENEMAN
10/22/2013	10/23/2013	MOGREN LANDSCAPING	\$187.03	TROY BRINK
10/24/2013	10/25/2013	BATTERIES PLUS #31	\$249.07	TROY BRINK
10/24/2013	10/25/2013	MENARDS 3022	\$24.84	TROY BRINK
10/18/2013	10/21/2013	IDENTISYS INC	\$345.33	SARAH BURLINGAME
10/24/2013	10/24/2013	FRANKLINCOVEYPRODUCTS	\$65.08	SARAH BURLINGAME
10/24/2013	10/25/2013	FIRST SHRED	\$69.00	SARAH BURLINGAME
10/25/2013	10/28/2013	CURTIS 1000 INC.	\$76.21	SARAH BURLINGAME
10/28/2013	10/29/2013	CHILI'S-MAPLEWOOD	\$104.95	SARAH BURLINGAME
10/29/2013	10/30/2013	CUB FOODS #1599	\$28.25	SARAH BURLINGAME
10/29/2013	10/30/2013	CUB FOODS #1599	\$7.13	SARAH BURLINGAME
10/25/2013	10/28/2013	GANDER MOUNTAIN DIRECT	\$267.80	DAN BUSACK
	10/30/2013	AUTOZONE #3082	\$17.34	JOHN CAPISTRANT
Attachments	10/31/2013	ACT*10KLAKES	\$210.00	NICHOLAS CARVER
10/30/2013	10/31/2013	VIKING ELECTRIC-CREDIT DE	\$353.19	SCOTT CHRISTENSON
10/30/2013	11/01/2013	UNIFORMS UNLIMITED INC.	\$123.44	KERRY CROTTY
10/22/2013	10/23/2013	MENARDS 3022	\$43.31	CHARLES DEAVER
10/25/2013	10/28/2013	DAVIS LOCK & SAFE	\$108.17	CHARLES DEAVER
10/26/2013	10/28/2013	MENARDS 3022	\$35.24	CHARLES DEAVER
10/29/2013	10/30/2013	FRATTALLONES WOODBURY AC	\$3.74	CHARLES DEAVER
10/29/2013	10/30/2013	MENARDS 3022	\$23.51	CHARLES DEAVER
10/21/2013	10/23/2013	COMO PARK ANIMAL HOSPITAL	\$398.20	RICHARD DOBLAR
10/22/2013	10/24/2013	UNIFORMS UNLIMITED INC.	\$104.02	RICHARD DOBLAR
10/23/2013	10/25/2013	UNIFORMS UNLIMITED INC.	\$19.24	RICHARD DOBLAR
10/31/2013	11/01/2013	BATTERIES PLUS #31	\$179.71	RICHARD DOBLAR
10/17/2013	10/21/2013	WW GRAINGER	\$30.65	TOM DOUGLASS
10/23/2013	10/25/2013	THE HOME DEPOT 2801	\$33.82	TOM DOUGLASS
10/23/2013	10/25/2013	WW GRAINGER	\$32.08	TOM DOUGLASS

10/25/2013	10/28/2013	THE HOME DEPOT 2801	\$25.82	TOM DOUGLASS
10/28/2013	10/30/2013	THE HOME DEPOT 2801	\$41.78	TOM DOUGLASS
10/30/2013	10/30/2013	ICON CUST SER4357865604	\$92.16	TOM DOUGLASS
10/30/2013	11/01/2013	THE HOME DEPOT 2801	\$70.49	TOM DOUGLASS
10/18/2013	10/21/2013	OAKLEY, INC.	\$26.68	MICHAEL DUGAS
10/27/2013	10/28/2013	MEL'S DRIVE-IN #4	\$26.27	MICHAEL DUGAS
10/28/2013	10/30/2013	IN-N-OUT BURGER #198	\$7.18	MICHAEL DUGAS
10/28/2013	10/30/2013	DOUBE D'S SPORTS GRILL	\$60.10	MICHAEL DUGAS
10/29/2013	10/31/2013	SUBWAY 00290601	\$12.49	MICHAEL DUGAS
10/30/2013	10/31/2013	CHEVRON 00305603	\$50.73	MICHAEL DUGAS
10/30/2013	11/01/2013	SUBWAY 00290601	\$8.91	MICHAEL DUGAS
10/30/2013	11/01/2013	WEST END TAP & KIT	\$39.52	MICHAEL DUGAS
10/22/2013	10/24/2013	THE HOME DEPOT 2801	\$21.39	PAUL E EVERSON
10/18/2013	10/21/2013	GOODIN COMPANY	\$191.28	LARRY FARR
10/18/2013	10/21/2013	ADAM'S PEST CONTROL INC	\$159.49	LARRY FARR
10/19/2013	10/21/2013	OFFICE MAX	\$51.38	LARRY FARR
10/21/2013	10/22/2013	BATTERIES PLUS #31	\$8.56	LARRY FARR
10/21/2013	10/22/2013	SHERWIN WILLIAMS #3127	\$78.82	LARRY FARR
10/21/2013	10/22/2013	MUSKA ELECTRIC CO.	\$279.51	LARRY FARR
10/21/2013	10/23/2013	MARSDEN BLDG MAINTENANCE	\$1,897.03	LARRY FARR
10/22/2013	10/24/2013	OFFICE MAX	\$487.04	LARRY FARR
10/24/2013	10/25/2013	CINTAS 470	\$26.78	LARRY FARR
10/24/2013	10/25/2013	CINTAS 470	\$63.92	LARRY FARR
10/24/2013	10/25/2013	CINTAS 470	\$117.72	LARRY FARR
10/24/2013	10/25/2013	CINTAS 470	\$318.70	LARRY FARR
10/29/2013	10/30/2013	SCOTT MACHINE& E-BADGE	\$547.24	LARRY FARR
10/31/2013	11/01/2013	CINTAS 470	\$86.96	LARRY FARR
10/22/2013	10/22/2013	COMCAST CABLE COMM	\$54.00	MYCHAL FOWLDS
10/18/2013	10/21/2013	OFFICE MAX	\$11.99	NICK FRANZEN
10/21/2013	10/22/2013	IDU*INSIGHT PUBLIC SEC	\$107.42	NICK FRANZEN
10/22/2013	10/23/2013	SHI CORP	\$130.70	NICK FRANZEN
10/24/2013	10/25/2013	IDU*INSIGHT PUBLIC SEC	\$1,201.64	NICK FRANZEN
10/30/2013	10/31/2013	IDU*INSIGHT PUBLIC SEC	\$1,083.00	NICK FRANZEN
10/25/2013	10/28/2013	UNIFORMS UNLIMITED INC.	\$242.24	ANTHONY GABRIEL
10/18/2013	10/21/2013	LANIER PARKING 10460	\$13.00	CLARENCE GERVAIS
10/19/2013	10/21/2013	DOUBLE TREE	\$130.31	CLARENCE GERVAIS
10/17/2013	10/21/2013	NIHCA	\$115.00	JEAN GLASS
10/19/2013	10/21/2013	OFFICE DEPOT #1090	\$5.35	JEAN GLASS
10/21/2013	10/23/2013	OFFICE DEPOT #1090	\$114.13	JEAN GLASS
10/22/2013	10/23/2013	SKILLPATH SEMINARS MAIN	\$199.00	KAREN GUILFOILE
10/22/2013	10/23/2013	SKILLPATH SEMINARS MAIN	\$53.53	KAREN GUILFOILE
10/17/2013	10/21/2013	THE HOME DEPOT 2801	\$22.41	MARK HAAG
10/18/2013	10/21/2013	CONTINENTAL SAFETY EQUI	\$142.79	MARK HAAG
10/21/2013	10/22/2013	VIKING INDUSTRIAL CENTER	\$285.80	MARK HAAG
10/21/2013	10/23/2013	SHARROW LIFTING PRODUCTS	\$559.53	MARK HAAG
10/22/2013	10/23/2013	GARELICK STEEL	\$619.88	MARK HAAG
10/22/2013	10/29/2013	MILLS FLEET FARM #2,700	(\$42.85)	MARK HAAG
10/23/2013	10/25/2013	THE HOME DEPOT 2801	(\$33.15)	MILES HAMRE
10/23/2013	10/25/2013	THE HOME DEPOT 2801	\$109.43	MILES HAMRE
10/25/2013	10/28/2013	HENRIKSEN ACE HARDWARE	\$11.91	MILES HAMRE
10/25/2013	10/28/2013	HENRIKSEN ACE HARDWARE	\$10.70	MILES HAMRE
10/31/2013	11/01/2013	HENRIKSEN ACE HARDWARE	\$22.95	MILES HAMRE
10/17/2013	10/21/2013	GRUBERS POWER EQUIPMENT	\$169.77	TAMARA HAYS
10/17/2013	10/21/2013	MENARDS 3059	\$345.48	TAMARA HAYS
10/23/2013	10/24/2013	TARGET 00024067	\$7.18	TAMARA HAYS
10/24/2013	10/25/2013	FASTENAL COMPANY01	\$24.84	TAMARA HAYS

10/24/2013	10/28/2013	THE HOME DEPOT 2801	(\$106.05)	TAMARA HAYS
10/24/2013	10/28/2013	THE HOME DEPOT 2801	\$106.05	TAMARA HAYS
10/24/2013	10/28/2013	THE HOME DEPOT 2801	\$20.29	TAMARA HAYS
10/24/2013	10/28/2013	MILLS FLEET FARM #2,700	\$228.35	TAMARA HAYS
10/25/2013	10/28/2013	FASTENAL COMPANY01	\$16.25	TAMARA HAYS
10/29/2013	10/31/2013	THE HOME DEPOT 2801	\$66.32	TAMARA HAYS
10/23/2013	10/25/2013	THE HOME DEPOT 2801	\$53.52	GARY HINNENKAMP
10/25/2013	10/28/2013	HENRIKSEN ACE HARDWARE	\$16.02	GARY HINNENKAMP
10/29/2013	10/30/2013	FASTENAL COMPANY01	\$114.07	GARY HINNENKAMP
10/29/2013	10/30/2013	FASTENAL COMPANY01	\$61.01	GARY HINNENKAMP
10/18/2013	10/21/2013	CUB FOODS #1599	\$147.08	RON HORWATH
10/31/2013	11/01/2013	ARC*SERVICES/TRAINING	\$38.00	RON HORWATH
10/24/2013	10/28/2013	DALCO ENTERPRISES, INC	\$441.55	DAVID JAHN
10/25/2013	10/28/2013	GIUSEPPE LLC	\$53.31	KEVIN JOHNSON
10/29/2013	10/31/2013	UNIFORMS UNLIMITED INC.	\$274.40	KEVIN JOHNSON
10/18/2013	10/21/2013	UPS (800) 811-1648	\$237.22	TOM KALKA
10/25/2013	10/28/2013	MERIT CHEVROLET	\$104.35	TOM KALKA
10/30/2013	11/01/2013	UNIFORMS UNLIMITED INC.	\$26.99	TOM KALKA
10/22/2013	10/24/2013	OFFICE DEPOT #1079	\$32.12	LOIS KNUTSON
10/22/2013	10/24/2013	OFFICE DEPOT #1090	\$47.90	LOIS KNUTSON
10/21/2013	10/21/2013	COMCAST CABLE COMM	\$166.53	DUWAYNE KONEWKO
10/19/2013	10/21/2013	STREICHER'S MO	\$64.16	NICHOLAS KREKELER
10/21/2013	10/23/2013	UNIFORMS UNLIMITED INC.	\$92.38	NICHOLAS KREKELER
10/22/2013	10/23/2013	HENRIKSEN ACE HARDWARE	\$16.00	NICHOLAS KREKELER
10/23/2013	10/25/2013	UNIFORMS UNLIMITED INC.	\$164.87	NICHOLAS KREKELER
10/28/2013	10/30/2013	UNIFORMS UNLIMITED INC.	\$175.95	NICHOLAS KREKELER
10/23/2013	10/25/2013	UNIFORMS UNLIMITED INC.	\$231.51	DAVID KVAM
10/24/2013	10/25/2013	G & A COLORTECH INC	\$1,224.02	DAVID KVAM
10/25/2013	10/28/2013	THE GRAFIX SHOPPE	\$85.50	DAVID KVAM
10/18/2013	10/21/2013	MICHAELS SUPPER CLUB INC	\$28.51	MICHAEL LOCHEN
10/18/2013	10/21/2013	STARBUCKS	\$10.47	MICHAEL LOCHEN
10/19/2013	10/21/2013	STARBUCKS	\$6.60	MICHAEL LOCHEN
10/20/2013	10/21/2013	DOUBLE TREE	\$260.62	MICHAEL LOCHEN
10/20/2013	10/21/2013	REPUBLIC SERVICES TRASH	\$138.36	STEVE LUKIN
10/23/2013	10/25/2013	MSP AIRPORT PARKING	\$76.00	STEVE LUKIN
10/23/2013	10/25/2013	HILTON GARDEN INN	\$389.85	STEVE LUKIN
10/25/2013	10/28/2013	FEDEXOFFICE 00006171	\$18.32	STEVE LUKIN
10/29/2013	10/29/2013	AIRGASS NORTH	\$212.28	STEVE LUKIN
10/29/2013	10/29/2013	AIRGASS NORTH	\$114.32	STEVE LUKIN
10/30/2013	11/01/2013	ASPEN MILLS INC.	\$149.50	STEVE LUKIN
10/30/2013	11/01/2013	ASPEN MILLS INC.	\$110.08	STEVE LUKIN
10/21/2013	10/23/2013	SUPERAMERICA 4342	\$46.50	CITY OF MAPLEWOOD
10/25/2013	10/28/2013	ROSEMOUNT BP AMOCO	\$35.48	CITY OF MAPLEWOOD
10/28/2013	10/30/2013	KWIK TRIP 69700006973	\$30.22	CITY OF MAPLEWOOD
10/28/2013	10/30/2013	KWIK TRIP 69700006973	\$33.16	CITY OF MAPLEWOOD
10/24/2013	10/25/2013	ST PAUL PUBLIC WORKS PARK	\$2.90	MIKE MARTIN
10/30/2013	11/01/2013	THE HOME DEPOT 2801	\$252.47	BRENT MEISSNER
10/18/2013	10/21/2013	MOTION COMPUTING INC	\$60.87	MICHAEL MONDOR
10/24/2013	10/28/2013	BOUND TREE MEDICAL LLC	\$469.45	MICHAEL MONDOR
10/24/2013	10/28/2013	BOUND TREE MEDICAL LLC	\$473.95	MICHAEL MONDOR
10/29/2013	10/30/2013	RAINBOW FOODS 00088617	\$18.00	MICHAEL MONDOR
10/17/2013	10/21/2013	TESSMAN COMPANY SAINT PAU	\$846.45	JOHN NAUGHTON
10/21/2013	10/22/2013	MENARDS 3022	\$20.29	JOHN NAUGHTON
10/31/2013	11/01/2013	MENARDS 3022	\$44.78	JOHN NAUGHTON
10/30/2013	10/31/2013	HENRIKSEN ACE HARDWARE	\$28.33	RICHARD NORDQUIST
10/30/2013	11/01/2013	NORTHERN TOOL EQUIP-MN	\$11.76	RICHARD NORDQUIST

10/23/2013	10/25/2013 UNIFORMS UNLIMITED INC.	\$218.03	MICHAEL NYE
10/25/2013	10/28/2013 OFFICE MAX	\$194.35	MICHAEL NYE
10/25/2013	10/28/2013 THE HOME DEPOT 2801	\$20.03	MICHAEL NYE
10/28/2013	10/29/2013 SPARTAN PROMOTIONAL GRP	\$540.57	MICHAEL NYE
10/28/2013	10/30/2013 UNIFORMS UNLIMITED INC.	\$2.67	MICHAEL NYE
10/29/2013	10/30/2013 NOR*NORTHERN TOOL	\$249.94	MICHAEL NYE
10/29/2013	10/31/2013 UNIFORMS UNLIMITED INC.	\$99.06	MICHAEL NYE
10/18/2013	10/21/2013 OFFICE DEPOT #1090	\$8.56	MARY KAY PALANK
10/21/2013	10/23/2013 OFFICE DEPOT #1090	\$40.70	MARY KAY PALANK
10/23/2013	10/25/2013 OFFICE DEPOT #1090	\$61.54	MARY KAY PALANK
10/25/2013	10/28/2013 OFFICE DEPOT #1090	\$40.70	MARY KAY PALANK
10/26/2013	10/28/2013 TARGET 00021352	\$34.26	MARY KAY PALANK
10/21/2013	10/23/2013 PAYPAL *SK IMPORT	\$29.76	PHILIP F POWELL
10/22/2013	10/22/2013 ULINE *SHIP SUPPLIES	\$88.88	PHILIP F POWELL
10/24/2013	10/25/2013 AMAZON MKTPLACE PMTS	\$14.62	PHILIP F POWELL
10/30/2013	10/31/2013 ONLINE LABELS	\$108.10	PHILIP F POWELL
10/30/2013	10/31/2013 AMAZON MKTPLACE PMTS	\$92.05	PHILIP F POWELL
10/30/2013	10/31/2013 AMAZON.COM	\$308.00	PHILIP F POWELL
10/18/2013	10/21/2013 AUTO PLUS LITTLE CANADA	\$72.28	STEVEN PRIEM
10/18/2013	10/21/2013 AUTO PLUS LITTLE CANADA	\$12.95	STEVEN PRIEM
10/18/2013	10/21/2013 POLAR CHEVROLET MAZDA	\$322.43	STEVEN PRIEM
10/21/2013	10/22/2013 FACTORY MTR PTS #1	\$289.47	STEVEN PRIEM
10/21/2013	10/22/2013 EMERGENCY AUTOMOTIVE	\$227.96	STEVEN PRIEM
10/21/2013	10/22/2013 BAUER BUILT TIRE 18	\$372.63	STEVEN PRIEM
10/23/2013	10/24/2013 OXYGEN SERVICE COMPANY,	\$292.63	STEVEN PRIEM
10/23/2013	10/24/2013 AUTO PLUS LITTLE CANADA	\$29.52	STEVEN PRIEM
10/24/2013	10/25/2013 KATH FUEL OFFICE	\$305.62	STEVEN PRIEM
10/24/2013	10/25/2013 AUTO PLUS LITTLE CANADA	\$71.18	STEVEN PRIEM
10/25/2013	10/28/2013 LITTLE FALLS MACHINE INC	\$181.97	STEVEN PRIEM
10/29/2013	10/30/2013 POMPS TIRE SERVICE, INC	\$126.65	STEVEN PRIEM
10/29/2013	10/30/2013 FACTORY MTR PTS #1	\$104.54	STEVEN PRIEM
10/29/2013	10/30/2013 AUTO PLUS LITTLE CANADA	\$231.02	STEVEN PRIEM
10/29/2013	10/30/2013 AUTO PLUS LITTLE CANADA	\$57.76	STEVEN PRIEM
10/30/2013	10/31/2013 FACTORY MTR PTS #1	\$341.53	STEVEN PRIEM
10/30/2013	10/31/2013 FACTORY MTR PTS #1	\$84.16	STEVEN PRIEM
10/30/2013	10/31/2013 AUTO PLUS LITTLE CANADA	\$53.63	STEVEN PRIEM
10/30/2013	10/31/2013 AN FORD WHITE BEAR LAK	\$77.63	STEVEN PRIEM
10/30/2013	10/31/2013 FORCE AMERICA DISTRIB LLC	\$65.82	STEVEN PRIEM
10/21/2013	10/23/2013 THE HOME DEPOT 2801	\$94.45	KELLY PRINS
10/30/2013	11/01/2013 THE HOME DEPOT 2801	\$43.82	KELLY PRINS
10/22/2013	10/24/2013 MILLS FLEET FARM #2,700	\$179.98	JUSTIN PURVES
10/18/2013	10/21/2013 HILLYARD INC MINNEAPOLIS	\$842.13	MICHAEL REILLY
10/22/2013	10/24/2013 DALCO ENTERPRISES, INC	\$852.46	MICHAEL REILLY
10/25/2013	10/28/2013 THE HOME DEPOT 2801	\$61.79	MICHAEL REILLY
10/28/2013	10/29/2013 HWAYSILVERSNEAKERS	\$140.00	LORI RESENDIZ
10/17/2013	10/21/2013 SUN RAY LANES	\$128.19	AUDRA ROBBINS
10/18/2013	10/21/2013 CUB FOODS #1599	\$12.43	AUDRA ROBBINS
10/18/2013	10/21/2013 MICHAELS STORES 2744	\$17.95	AUDRA ROBBINS
10/24/2013	10/25/2013 TARGET 00011858	\$27.30	AUDRA ROBBINS
10/24/2013	10/25/2013 MICHAELS STORES 2744	\$20.94	AUDRA ROBBINS
10/25/2013	10/28/2013 PAYPAL *ASHLANDPROD	\$200.00	AUDRA ROBBINS
10/26/2013	10/28/2013 MICHAELS STORES 3701	\$74.48	AUDRA ROBBINS
10/21/2013	10/23/2013 MILLS FLEET FARM #2,700	\$120.83	ROBERT RUNNING
10/24/2013	10/28/2013 THE HOME DEPOT 2801	\$219.54	ROBERT RUNNING
10/24/2013	10/28/2013 MILLS FLEET FARM #2,700	\$30.72	ROBERT RUNNING
10/28/2013	10/30/2013 THE HOME DEPOT 2801	\$31.98	ROBERT RUNNING

10/17/2013	10/21/2013 OFFICE DEPOT #1090	\$82.86	DEB SCHMIDT
10/18/2013	10/21/2013 WWW.PENSNMORE.COM	\$94.54	DEB SCHMIDT
10/22/2013	10/23/2013 LILLIE SUBURBAN NEWSPAPE	\$354.00	DEB SCHMIDT
10/29/2013	10/30/2013 LILLIE SUBURBAN NEWSPAPE	\$1,023.75	DEB SCHMIDT
10/18/2013	10/21/2013 ON SITE SANITATION INC	\$1,312.52	SCOTT SCHULTZ
10/29/2013	10/30/2013 CINTAS CORP # 060A	\$92.19	SCOTT SCHULTZ
10/29/2013	10/30/2013 CINTAS CORP # 060A	\$143.98	SCOTT SCHULTZ
10/29/2013	10/31/2013 USA MOBILITY WIRELE	\$16.07	SCOTT SCHULTZ
10/30/2013	10/31/2013 NAAB SALES CORPORATION	\$2,773.41	SCOTT SCHULTZ
10/30/2013	11/01/2013 WM EZPAY	\$1,215.48	SCOTT SCHULTZ
10/25/2013	10/28/2013 A-1 LAUNDRY	\$52.49	CAITLIN SHERRILL
10/18/2013	10/21/2013 HENRIKSEN ACE HARDWARE	\$18.15	MICHAEL SHORTREED
10/28/2013	10/29/2013 SPARTAN PROMOTIONAL GRP	\$529.46	MICHAEL SHORTREED
10/28/2013	10/29/2013 SPARTAN PROMOTIONAL GRP	\$530.60	MICHAEL SHORTREED
10/29/2013	10/30/2013 SPARTAN PROMOTIONAL GRP	\$281.76	MICHAEL SHORTREED
10/29/2013	10/30/2013 SPARTAN PROMOTIONAL GRP	\$712.48	MICHAEL SHORTREED
10/17/2013	10/21/2013 SEARS ROEBUCK 1122	\$117.83	RONALD SVENDSEN
10/29/2013	10/31/2013 GRUBERS POWER EQUIPMENT	\$37.77	RONALD SVENDSEN
10/30/2013	10/31/2013 ACT*10KLAKES	\$210.00	DAVID SWAN
10/22/2013	10/23/2013 UNIVERSAL ATHLETIC	\$434.29	JAMES TAYLOR
10/23/2013	10/25/2013 SUBWAY 00052159	\$21.43	PAUL THIENES
10/30/2013	11/01/2013 SUBWAY 00052159	\$10.71	PAUL THIENES
10/30/2013	11/01/2013 CUB FOODS #1599	\$13.90	PAUL THIENES
10/28/2013	10/30/2013 TOM S TAILORS	\$18.00	JAY WENZEL
10/18/2013	10/21/2013 OFFICE DEPOT #1090	\$136.24	TAMMY YOUNG
10/21/2013	10/23/2013 BREVIS CORPORATION	\$1,308.80	TAMMY YOUNG
10/29/2013	10/31/2013 RAPID PACKAGING	\$200.58	TAMMY YOUNG
10/30/2013	11/01/2013 OFFICE DEPOT #1079	\$16.88	TAMMY YOUNG
10/30/2013	11/01/2013 OFFICE DEPOT #1127	\$5.30	TAMMY YOUNG
10/30/2013	11/01/2013 OFFICE DEPOT #1090	\$39.56	TAMMY YOUNG
10/25/2013	10/28/2013 HOME GOODS #392	\$5.35	SUSAN ZWIEG

\$44,537.82

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	11/08/13	CARDINAL, ROBERT	435.16
	11/08/13	CAVE, REBECCA	435.16
	11/08/13	JUENEMANN, KATHLEEN	435.16
	11/08/13	KOPPEN, MARVIN	435.16
	11/08/13	ROSSBACH, WILLIAM	494.44
	11/08/13	STRAUTMANIS, MARIS	146.00
	11/08/13	AHL, R. CHARLES	5,959.42
	11/08/13	BURLINGAME, SARAH	2,200.50
	11/08/13	COLEMAN, MELINDA	5,119.94
	11/08/13	KANTRUD, HUGH	184.62
	11/08/13	CHRISTENSON, SCOTT	1,981.79
	11/08/13	FARR, LARRY	3,287.48
	11/08/13	JAHN, DAVID	2,159.89
	11/08/13	METRY, THOMAS	24.00
	11/08/13	RAMEAUX, THERESE	3,130.54
	11/08/13	BAUMAN, GAYLE	4,802.02
	11/08/13	ANDERSON, CAROLE	1,096.41
	11/08/13	DEBILZAN, JUDY	1,385.92
	11/08/13	JACKSON, MARY	2,176.91
	11/08/13	KELSEY, CONNIE	2,653.11
	11/08/13	RUEB, JOSEPH	2,829.00
	11/08/13	SINDT, ANDREA	2,240.23
	11/08/13	ARNOLD, AJLA	1,746.85
	11/08/13	BEGGS, REGAN	1,609.00
	11/08/13	GUILFOILE, KAREN	4,652.98
	11/08/13	SCHMIDT, DEBORAH	3,096.67
	11/08/13	SPANGLER, EDNA	1,167.95
	11/08/13	LARSON, MICHELLE	1,910.60
	11/08/13	MECHELKE, SHERRIE	1,156.13
	11/08/13	MOY, PAMELA	1,557.27
	11/08/13	OSTER, ANDREA	1,953.51
	11/08/13	RICHTER, CHARLENE	997.13
	11/08/13	SCHOENECKER, LEIGH	1,769.00
Attachments	11/08/13	VITT, SANDRA	1,120.75
	11/08/13	WEAVER, KRISTINE	2,412.22
	11/08/13	CARLE, JEANETTE	102.00
	11/08/13	JAGOE, CAROL	102.00
	11/08/13	THOMALLA, CAROL	78.00
	11/08/13	CORCORAN, THERESA	1,946.59
	11/08/13	KVAM, DAVID	4,304.38
	11/08/13	PALANK, MARY	1,959.20
	11/08/13	POWELL, PHILIP	2,999.30
	11/08/13	SCHNELL, PAUL	4,745.37

11/08/13	SVENDSEN, JOANNE	2,152.62
11/08/13	THOMFORDE, FAITH	1,608.99
11/08/13	ABEL, CLINT	2,960.89
11/08/13	ALDRIDGE, MARK	3,090.54
11/08/13	BAKKE, LONN	3,171.44
11/08/13	BARTZ, PAUL	3,902.20
11/08/13	BELDE, STANLEY	3,203.46
11/08/13	BENJAMIN, MARKESE	2,878.35
11/08/13	BIERDEMAN, BRIAN	4,035.41
11/08/13	BUSACK, DANIEL	3,734.96
11/08/13	CARNES, JOHN	2,239.22
11/08/13	CROTTY, KERRY	3,684.00
11/08/13	DEMULLING, JOSEPH	3,179.71
11/08/13	DOBLAR, RICHARD	4,095.31
11/08/13	DUGAS, MICHAEL	3,803.74
11/08/13	ERICKSON, VIRGINIA	3,253.95
11/08/13	FORSYTHE, MARCUS	2,778.41
11/08/13	FRITZE, DEREK	2,953.83
11/08/13	GABRIEL, ANTHONY	3,327.34
11/08/13	HAWKINSON JR, TIMOTHY	3,086.80
11/08/13	HER, PHENG	2,940.35
11/08/13	HIEBERT, STEVEN	3,697.67
11/08/13	JOHNSON, KEVIN	4,710.21
11/08/13	KALKA, THOMAS	1,524.65
11/08/13	KONG, TOMMY	2,790.38
11/08/13	KREKELER, NICHOLAS	919.61
11/08/13	KROLL, BRETT	3,035.02
11/08/13	LANGNER, SCOTT	206.53
11/08/13	LANGNER, TODD	3,111.27
11/08/13	LU, JOHNNIE	4,019.27
11/08/13	LYNCH, KATHERINE	2,786.34
11/08/13	MARINO, JASON	3,201.34
11/08/13	MARTIN, JERROLD	3,320.23
11/08/13	MCCARTY, GLEN	3,165.98
11/08/13	METRY, ALESIA	3,355.37
11/08/13	MICHELETTI, BRIAN	1,965.67
11/08/13	NYE, MICHAEL	3,416.66
11/08/13	OLSON, JULIE	3,007.30
11/08/13	PARKER, JAMES	2,786.34
11/08/13	REZNY, BRADLEY	3,288.96
11/08/13	RHUDE, MATTHEW	3,069.52
11/08/13	SHORTREED, MICHAEL	4,183.06
11/08/13	STEINER, JOSEPH	3,764.80
11/08/13	STRAND, ZACHARY	4,153.60
11/08/13	SYPNIEWSKI, WILLIAM	3,395.41
11/08/13	TAUZELL, BRIAN	3,099.92
11/08/13	THEISEN, PAUL	3,111.27
11/08/13	THIENES, PAUL	4,701.13
11/08/13	WENZEL, JAY	3,049.07
11/08/13	XIONG, KAO	2,988.05
11/08/13	ANDERSON, BRIAN	306.00
11/08/13	BASSETT, BRENT	477.36

11/08/13	BAUMAN, ANDREW	2,678.49
11/08/13	BOURQUIN, RON	628.32
11/08/13	CAPISTRANT, JACOB	195.84
11/08/13	CAPISTRANT, JOHN	856.80
11/08/13	CONCHA, DANIEL	685.44
11/08/13	COREY, ROBERT	195.84
11/08/13	CRAWFORD - JR, RAYMOND	2,256.09
11/08/13	CRUMMY, CHARLES	391.68
11/08/13	DABRUZZI, THOMAS	2,199.03
11/08/13	DAWSON, RICHARD	2,906.75
11/08/13	EATON, PAUL	12.24
11/08/13	EVERSON, PAUL	3,222.93
11/08/13	FASULO, WALTER	450.85
11/08/13	HAGEN, MICHAEL	146.88
11/08/13	HALE, JOSEPH	357.00
11/08/13	HALWEG, JODI	2,861.38
11/08/13	HAWTHORNE, ROCHELLE	2,407.65
11/08/13	HUTCHINSON, JAMES	799.68
11/08/13	IMM, TRACY	159.12
11/08/13	JANSEN, CHAD	440.64
11/08/13	JONES, JONATHAN	293.76
11/08/13	KANE, ROBERT	614.04
11/08/13	KARRAS, JAMIE	550.80
11/08/13	KELLOGG, JOHNATHAN	318.24
11/08/13	KERSKA, JOSEPH	823.14
11/08/13	KONDER, RONALD	587.52
11/08/13	KUBAT, ERIC	2,960.44
11/08/13	LINDER, TIMOTHY	2,672.68
11/08/13	LOCHEN, MICHAEL	383.52
11/08/13	MILLER, LADD	785.40
11/08/13	MILLER, NICHOLAS	379.44
11/08/13	MONDOR, MICHAEL	3,500.59
11/08/13	MONSON, PETER	159.12
11/08/13	NEILY, STEVEN	220.32
11/08/13	NIELSEN, KENNETH	649.74
11/08/13	NOVAK, JEROME	2,888.61
11/08/13	NOWICKI, PAUL	195.84
11/08/13	OLSON, JAMES	2,747.72
11/08/13	OPHEIM, JOHN	571.20
11/08/13	PACHECO, ALPHONSE	636.48
11/08/13	PARROW, JOSHUA	391.68
11/08/13	PETERSON, MARK	856.80
11/08/13	PETERSON, ROBERT	2,934.89
11/08/13	RAINEY, JAMES	856.80
11/08/13	RANK, NATHAN	881.28
11/08/13	RANK, PAUL	587.52
11/08/13	RICE, CHRISTOPHER	171.36
11/08/13	RIEKEN, NICHOLAS	422.28
11/08/13	RODRIGUEZ, ROBERTO	146.88
11/08/13	SEDLACEK, JEFFREY	2,779.70
11/08/13	STREFF, MICHAEL	2,747.72
11/08/13	SVENDSEN, RONALD	3,067.31

11/08/13	WHITE, JOEL	146.88
11/08/13	GERVAIS-JR, CLARENCE	4,075.48
11/08/13	LUKIN, STEVEN	4,721.04
11/08/13	ZWIEG, SUSAN	1,773.93
11/08/13	CORTESI, LUANNE	1,667.30
11/08/13	KNUTSON, LOIS	2,223.39
11/08/13	BRINK, TROY	2,412.19
11/08/13	BUCKLEY, BRENT	2,168.11
11/08/13	DEBILZAN, THOMAS	2,212.79
11/08/13	EDGE, DOUGLAS	2,700.22
11/08/13	JONES, DONALD	2,213.79
11/08/13	MEISSNER, BRENT	2,144.59
11/08/13	NAGEL, BRYAN	3,630.80
11/08/13	OSWALD, ERICK	2,397.51
11/08/13	RUIZ, RICARDO	1,672.19
11/08/13	RUNNING, ROBERT	2,412.19
11/08/13	TEVLIN, TODD	2,197.79
11/08/13	BURLINGAME, NATHAN	2,172.00
11/08/13	DUCHARME, JOHN	2,804.00
11/08/13	ENGSTROM, ANDREW	2,821.50
11/08/13	JAROSCH, JONATHAN	2,995.41
11/08/13	KREGER, JASON	3,389.00
11/08/13	LINDBLOM, RANDAL	3,398.00
11/08/13	LOVE, STEVEN	3,665.83
11/08/13	THOMPSON, MICHAEL	4,731.68
11/08/13	ZIEMAN, SCOTT	168.00
11/08/13	JANASZAK, MEGHAN	1,608.99
11/08/13	KONEWKO, DUWAYNE	4,712.71
11/08/13	BUTTWEILER, TYLER	440.00
11/08/13	HAMRE, MILES	1,616.80
11/08/13	HAYS, TAMARA	1,652.19
11/08/13	HINNENKAMP, GARY	2,370.40
11/08/13	NAUGHTON, JOHN	2,197.79
11/08/13	NORDQUIST, RICHARD	2,200.09
11/08/13	PURVES, JUSTIN	1,579.39
11/08/13	BIESANZ, OAKLEY	1,614.91
11/08/13	DEAVER, CHARLES	813.48
11/08/13	GERNES, CAROLE	646.00
11/08/13	HAYMAN, JANET	1,195.57
11/08/13	HUTCHINSON, ANN	2,709.28
11/08/13	SOUTTER, CHRISTINE	548.25
11/08/13	WACHAL, KAREN	955.29
11/08/13	GAYNOR, VIRGINIA	3,317.22
11/08/13	KROLL, LISA	1,946.59
11/08/13	YOUNG, TAMELA	2,104.19
11/08/13	EKSTRAND, THOMAS	3,906.15
11/08/13	FINWALL, SHANN	3,306.59
11/08/13	MARTIN, MICHAEL	2,882.59
11/08/13	BRASH, JASON	2,569.79
11/08/13	CARVER, NICHOLAS	3,317.22
11/08/13	FISHER, DAVID	3,884.68
11/08/13	SWAN, DAVID	2,829.79

11/08/13	WELLENS, MOLLY	1,801.25
11/08/13	ACEITUNO, FELIPE	162.00
11/08/13	BARTZ, BAYLEE	39.00
11/08/13	BERGER, STEPHANIE	351.50
11/08/13	BETHEL III, CHARLES	29.75
11/08/13	BIHNER, KARLY	39.00
11/08/13	BJORK, BRANDON	302.50
11/08/13	BRENEMAN, NEIL	2,435.05
11/08/13	EADS, MADELINE	39.00
11/08/13	FRANK, PETER	400.00
11/08/13	LARSON, TRISTA	56.00
11/08/13	PETERSON, MADELINE	39.00
11/08/13	ROBBINS, AUDRA	3,242.05
11/08/13	ROBBINS, CAMDEN	418.00
11/08/13	SHERWOOD, CHRISTIAN	676.50
11/08/13	TAYLOR, JAMES	2,941.39
11/08/13	VUKICH, CANDACE	228.50
11/08/13	HAAG, MARK	2,519.32
11/08/13	ORE, JORDAN	1,652.19
11/08/13	SCHULTZ, SCOTT	3,418.81
11/08/13	WILBER, JEFFREY	1,643.09
11/08/13	AKEY, SHELLEY	161.75
11/08/13	EVANS, CHRISTINE	1,466.61
11/08/13	GLASS, JEAN	2,173.21
11/08/13	HAUBLE, AMANDA	42.50
11/08/13	HOFMEISTER, MARY	1,145.23
11/08/13	HOFMEISTER, TIMOTHY	462.10
11/08/13	KELLEY, CAITLIN	868.93
11/08/13	KULHANEK-DIONNE, ANN	677.50
11/08/13	MEYER, SASHA	1,837.33
11/08/13	PELOQUIN, PENNYE	668.07
11/08/13	ST SAUVER, CRAIG	93.50
11/08/13	STAHLMANN, ELLEN	36.13
11/08/13	VUE, LOR PAO	256.10
11/08/13	AICHELE, MEGAN	116.25
11/08/13	ANDERSON, AARON	49.38
11/08/13	ANDERSON, JOSHUA	415.44
11/08/13	BAUDE, JANE	73.00
11/08/13	BAUDE, SARAH	41.63
11/08/13	BERGLUND, ERIK	90.64
11/08/13	BESTER, MICHAEL	149.50
11/08/13	BUCKLEY, BRITTANY	256.50
11/08/13	BUTLER, ANGELA	108.00
11/08/13	CLARK, PAMELA	39.10
11/08/13	CRANDALL, KRISTA	450.50
11/08/13	DEMPSEY, BETH	113.62
11/08/13	DRECHSEL, HEIDI	23.55
11/08/13	DRECHSEL, SARAH	34.13
11/08/13	DUNN, RYAN	1,178.84
11/08/13	ERICKSON-CLARK, CAROL	37.12
11/08/13	ERICSON, RACHEL	83.71
11/08/13	FARRELL, DANIEL	43.50

11/08/13	FLORES, LUIS	64.00
11/08/13	FONTAINE, KIM	737.78
11/08/13	GRAY, SOPHIE	15.70
11/08/13	GRUENHAGEN, LINDA	88.90
11/08/13	HAGSTROM, EMILY	118.40
11/08/13	HANSEN, HANNAH	351.00
11/08/13	HASSAN, KIANA	163.95
11/08/13	HEINRICH, SHEILA	378.63
11/08/13	HOLMBERG, LADONNA	364.52
11/08/13	HORWATH, RONALD	2,800.97
11/08/13	HUNTLEY, NATALIE	101.25
11/08/13	JOHNSON, BARBARA	389.30
11/08/13	KOHLER, ROCHELLE	74.00
11/08/13	KOZDROJ, GABRIELLA	75.00
11/08/13	LAMEYER, BRENT	65.26
11/08/13	LAMSON, ELIANA	27.00
11/08/13	MCCOMAS, LEAH	180.00
11/08/13	MUSKAT, JULIE	105.00
11/08/13	NADEAU, KELLY	59.50
11/08/13	NADEAU, TAYLOR	97.60
11/08/13	NITZ, CARA	353.00
11/08/13	OHS, CYNTHIA	92.00
11/08/13	POVLITZKI, MARINA	66.50
11/08/13	PROESCH, ANDY	990.23
11/08/13	RANEY, COURTNEY	905.00
11/08/13	RAU, COLE	97.88
11/08/13	RESENDIZ, LORI	2,425.96
11/08/13	RICHTER, DANIEL	113.40
11/08/13	ROLLERSON, TERRANCE	85.00
11/08/13	SCHERER, KATHLENE	50.00
11/08/13	SCHREIER, ABIGAIL	29.40
11/08/13	SCHREIER, ROSEMARIE	428.00
11/08/13	SCHREINER, MARK	98.55
11/08/13	SMITH, ANN	174.67
11/08/13	SMITH, CASEY	98.21
11/08/13	SMITH, JEROME	187.00
11/08/13	SMITLEY, SHARON	310.82
11/08/13	SYME, LAUREN	56.12
11/08/13	TAYLOR, MYLES	29.40
11/08/13	TREPANIER, TODD	264.50
11/08/13	TRUE, ANDREW	47.03
11/08/13	TUPY, HEIDE	45.80
11/08/13	TUPY, MARCUS	95.00
11/08/13	WARNER, CAROLYN	158.40
11/08/13	WHITE, DANICA	55.13
11/08/13	YUNKER, JOSEPH	23.00
11/08/13	BOSLEY, CAROL	108.00
11/08/13	LANGER, CHELSEA	265.65
11/08/13	RANGEL, SAMANTHA	120.00
11/08/13	WISTL, MOLLY	357.89
11/08/13	CRAWFORD, SHAWN	480.00
11/08/13	CUSICK, JESSICA	123.25

	11/08/13	DOUGLASS, TOM	2,055.25
	11/08/13	LOONEY, RAYJEANIA	128.00
	11/08/13	LOONEY, RAYNIA	252.00
	11/08/13	MAIDMENT, COLIN	238.00
	11/08/13	MALONEY, SHAUNA	337.25
	11/08/13	MCCLENNON, MATTHEW	288.00
	11/08/13	NESVACIL, BRENNAN	258.00
	11/08/13	PRINS, KELLY	1,890.18
	11/08/13	REILLY, MICHAEL	1,981.79
	11/08/13	STEFFEN, MICHAEL	102.00
	11/08/13	THOMPSON, BENJAMIN	425.00
	11/08/13	SWANSON, CHRIS	1,564.19
	11/08/13	PRIEM, STEVEN	2,472.89
	11/08/13	WOEHRLE, MATTHEW	2,261.64
	11/08/13	BERGO, CHAD	2,768.75
	11/08/13	FOWLDS, MYCHAL	4,111.11
	11/08/13	FRANZEN, NICHOLAS	2,817.49
9989636	11/08/13	HACKETT, ASHLEY	65.00
9989637	11/08/13	MCMAHON, ALLISON	39.00
9989638	11/08/13	SWIECH, TAYLOR	39.00
9989639	11/08/13	WESTEMEIER, EMILY	39.00
9989640	11/08/13	ADAMS, DAVID	2,160.68
9989641	11/08/13	SMITH, CORTNEY	170.00
9989642	11/08/13	AMUNDSON, DANIKA	135.50
9989643	11/08/13	CORCORAN, JOSHUA	78.51
9989644	11/08/13	WALES, ABIGAIL	242.27
			504,706.62

**Check Register
City of Maplewood**

11/07/2013

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
91078	11/12/2013	00111	ANIMAL CONTROL SERVICES	PATROL HOURS 10/20 - 11/02	1,400.00
91079	11/12/2013	04508	BETWEEN THE LINES	UMPIRE FEE OCT - LATE FALL SOFTBALL	742.00
91080	11/12/2013	00283	CENTURY COLLEGE	TRAINING FIRE APPARATUS OPERATOR	9,225.00
91081	11/12/2013	00451	EGAN COMPANIES INC	INSPECTED HVC UNITS AT STATIONS	288.00
91082	11/12/2013	01973	ERICKSON OIL PRODUCTS INC	CAR WASHES - OCT	28.00
91083	11/12/2013	04944	HILLCREST VENTURES LLC	ADD'L SUBWAY ORDERS AUG	753.47
	11/12/2013	04944	HILLCREST VENTURES LLC	ADD'L SUBWAY ORDERS JULY	479.87
	11/12/2013	04944	HILLCREST VENTURES LLC	ADD'L SUBWAY ORDERS JUNE	360.70
	11/12/2013	04944	HILLCREST VENTURES LLC	ADD'L SUBWAY ORDERS SEPT	296.62
	11/12/2013	04944	HILLCREST VENTURES LLC	ADD'L SUBWAY ORDERS MARCH	25.65
91084	11/12/2013	00687	HUGO'S TREE CARE INC	TREE TRIMMING/REMOVAL	4,234.88
	11/12/2013	00687	HUGO'S TREE CARE INC	STUM GRINDING - 1700 LARK	748.13
91085	11/12/2013	00393	MN DEPT OF LABOR & INDUSTRY	MONTHLY SURTAX - OCT 18225123035	3,886.28
91086	11/12/2013	04265	MARIA PIRELA	ZUMBA INSTRUCTION TUE EVE OCT	177.50
91087	11/12/2013	01337	RAMSEY COUNTY-PROP REC & REV	FERNS FOR NC PLANTINGS	115.43
91088	11/12/2013	01409	S E H	MISC SERVICES 2012	1,672.99
91089	11/12/2013	01574	T A SCHIFSKY & SONS, INC	PROJ 10-14 DRIVEWAY REPLACEMENT	2,500.00
	11/12/2013	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS PURCHASES~	890.87
	11/12/2013	01574	T A SCHIFSKY & SONS, INC	BITUMINOUS PURCHASES~	297.89
91090	11/12/2013	04845	TENNIS SANITATION LLC	RECYCLING FEE - OCTOBER	27,153.00
91091	11/12/2013	04192	TRANS-MEDIC	EMS BILLING - OCT	3,665.64
91092	11/12/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	18,566.04
	11/12/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	11,653.42
	11/12/2013	01190	XCEL ENERGY	GAS UTILITY	4,128.47
	11/12/2013	01190	XCEL ENERGY	ELECTRIC UTILITY	1,072.40
91093	11/12/2013	01798	YOCUM OIL CO.	CONTRACT GASOLINE - OCT	14,765.45
	11/12/2013	01798	YOCUM OIL CO.	CONTRACT DIESEL FUEL - NOV	9,881.10
	11/12/2013	01798	YOCUM OIL CO.	WINTER SUPPLEMENT	34.00
91094	11/12/2013	04199	YOUTH SERVICE BUREAU, INC.	PD JUVENILE REFERRAL SRVS 4TH QTR	6,630.00
91095	11/08/2013	00001	ONE TIME VENDOR	C BETHEL III - DD STOPPED PAYROLL	27.47
91096	11/12/2013	04047	ASHLAND PRODUCTIONS	REIMB FOR GOPHER STAGE LIGHTING	360.51
91097	11/12/2013	01634	AUTONATION FORD	ARROW BOARDS FOR TRAFFIC SAFETY	4,938.94
91098	11/12/2013	04549	JAN ALICE CAMPBELL	ZUMBA INSTRUCTION SAT MORN OCT	90.00
	11/12/2013	02750	RICHARD DAWSON	REIMB FOR WATCH 10/31	30.00
Attachments	11/12/2013	05207	EQUIFAX INFORMATION SERVICES	APPLICANT BACKGROUND CHECKS	60.00
91101	11/12/2013	00003	ESCROW REFUND	ESCROW REL CASM 1742 SOUTHWIND	500.00
91102	11/12/2013	04123	FRIENDS OF MAPLEWOOD NATURE	CHARITABLE GAMBLING	617.32
91103	11/12/2013	04846	HEALTHEAST	MEDICAL SUPPLIES	486.63
91104	11/12/2013	02263	HILLCREST ANIMAL HOSPITAL PA	BOARDING & DESTRUCTION FEES - OCT	1,202.15
91105	11/12/2013	05030	KANSAS STATE BANK OF MANHATTAN	EQUIP LEASE - MCC - PMT#16	4,344.07
91106	11/12/2013	04995	KFD TRAINING & CONSULTATION	TRAINING (MARINO & SYPNIEWSKI)	1,310.00
91107	11/12/2013	00881	STEVE LUKIN	REIMB FOR AIRFARE & MEALS	274.80
91108	11/12/2013	02215	JASON MARINO	REIMB FOR MEALS 10/28 - 11/01	63.75
91109	11/12/2013	03818	MEDICA	REFUND FOR TRANS MEDIC	1,917.14
	11/12/2013	03818	MEDICA	REFUND FOR TRANS MEDIC	1,825.53
	11/12/2013	03818	MEDICA	REFUND FOR TRANS MEDIC	93.58
91110	11/12/2013	00986	METROPOLITAN COUNCIL	MONTHLY SAC - OCTOBER	7,231.95
91111	11/12/2013	05292	MIDWAY PARTY RENTAL INC.	TENT FOR BOUNDING GROUP	663.11
91112	11/12/2013	04847	NORTHLAND IRRIGATION INC.	WINTERIZATION	80.00
91113	11/12/2013	00001	ONE TIME VENDOR	REIMB VENBURG TIRE - SINK HOLE	2,487.50
91114	11/12/2013	00001	ONE TIME VENDOR	REFUND J WOZNIAK HP BENEFIT	120.00
91115	11/12/2013	00001	ONE TIME VENDOR	OVERPMT INDEPENDENT AUTO DEALERS	70.00
91116	11/12/2013	00001	ONE TIME VENDOR	REFUND C GRIESBACH CHILD CARE	35.70
91117	11/12/2013	00001	ONE TIME VENDOR	REFUND K ALLERS BCBS BENEFIT	20.00
91118	11/12/2013	00001	ONE TIME VENDOR	REFUND D TINSLEY HP BENEFIT	20.00
91119	11/12/2013	04054	STEVEN REED	DJ FOR MCC & CARVER DANCE	400.00
91120	11/12/2013	04074	ELAINE SCHRADE	TAI CHI INSTRUCTION 10/9 - 12/18	340.20
91121	11/12/2013	00198	ST PAUL REGIONAL WATER SRVS	WATER USAGE & METER DISCONNECTS	146.63

91122	11/12/2013	01836	ST PAUL, CITY OF	JOINT POWERS AGREE JULY/AUG/SEPT	2,700.00
91123	11/12/2013	01550	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS - OCT	4,326.00
91124	11/12/2013	01565	SWEEPER SERVICES	PARTS FOR STREET SWEEPER	75.61
91125	11/12/2013	01578	T R F SUPPLY CO.	SAFETY VESTS FOR PARKS EMPOLYEEES	215.52
91126	11/12/2013	05287	TACTICAL SOLUTIONS	DRAGONEYE SPEED LIDAR UNIT	2,148.19
91127	11/12/2013	05293	DON TELIN	ESCROW RELEASE 2431 CARVER AVE	1,151.32
91128	11/12/2013	01669	TWIN CITIES TRANSPORT &	TOW M33	133.59
91129	11/12/2013	02464	US BANK	PAYING AGENT FEES	215.63
91130	11/12/2013	05291	VEIT & COMPANY	PROJ 12-13 LIFT STATION #14 PMT#1	135,520.92
91131	11/12/2013	05260	VISUALPRO 360 INC.	VIGILANT VIDEO MOBILITY LPR SYSTEM - 2	15,325.88
91132	11/15/2013	03738	CHARLES E. BETHEL	ATTORNEY SRVS FEES/RENT - DEC	6,625.00
91133	11/12/2013	04589	FRAN AHRENS	ELECTION JUDGE	157.25
91134	11/12/2013	05041	MERIDITH AIKENS	ELECTION JUDGE	136.44
	11/12/2013	05041	MERIDITH AIKENS	REIMB ELECTION JUDGE PHONE	5.00
91135	11/12/2013	05042	JIM ALLEN	ELECTION JUDGE	298.31
91136	11/12/2013	05127	NANCY SULLIVAN ANDERSON	ELECTION JUDGE	300.63
91137	11/12/2013	04594	SUZANNE ANDERSON	ELECTION JUDGE	399.00
91138	11/12/2013	04596	AHSAN ANSARI	ELECTION JUDGE	161.88
91139	11/12/2013	05243	PAUL D BABIN	ELECTION JUDGE	300.63
91140	11/12/2013	04599	JOAN BARTELT	ELECTION JUDGE	161.88
91141	11/12/2013	04600	DAVID BEDOR	ELECTION JUDGE	348.00
91142	11/12/2013	04601	JEANETTE BEHR	ELECTION JUDGE	235.88
91143	11/12/2013	04555	JAIME BELLAND	ELECTION JUDGE	143.38
91144	11/12/2013	04961	DIANE BJORKLUND	ELECTION JUDGE	300.63
91145	11/12/2013	04556	DONITA BOLDEN	ELECTION JUDGE	143.38
91146	11/12/2013	05128	MICHELE BOOHER	ELECTION JUDGE	157.25
91147	11/12/2013	04603	ALBERT BORTZ	ELECTION JUDGE	298.31
91148	11/12/2013	04604	JEANNE BORTZ	ELECTION JUDGE	373.50
91149	11/12/2013	05129	RICHARD A. BRANDON	ELECTION JUDGE	291.38
	11/12/2013	05129	RICHARD A. BRANDON	REIMB ELECTION JUDGE MILEAGE	4.24
91150	11/12/2013	05130	VIRGINIA M. BRANDON	ELECTION JUDGE	166.50
91151	11/12/2013	04605	BERNICE BUNKOWSKE	ELECTION JUDGE	161.88
	11/12/2013	04605	BERNICE BUNKOWSKE	REIMB ELECTION JUDGE MILEAGE	1.13
91152	11/12/2013	05046	HELEN C CARSON	ELECTION JUDGE	304.50
91153	11/12/2013	04607	EDWARD COMBE	ELECTION JUDGE	300.63
91154	11/12/2013	04608	THOMAS CONNELLY	ELECTION JUDGE	300.63
91155	11/12/2013	05244	FLORENCE E CONOVER	ELECTION JUDGE	305.25
91156	11/12/2013	05131	NATHAN DANIELSON	ELECTION JUDGE	161.88
91157	11/12/2013	04610	INDIA D'ARCIO	ELECTION JUDGE	291.38
91158	11/12/2013	05132	NANCY DEBERNARDI	ELECTION JUDGE	159.56
91159	11/12/2013	04922	KALPANA DESAI	ELECTION JUDGE	226.63
91160	11/12/2013	04612	PHIL DEZELAR	ELECTION JUDGE	277.50
91161	11/12/2013	04613	HELEN JEAN DICKSON	ELECTION JUDGE	277.50
91162	11/12/2013	05133	ALBIN S. DITTLI	ELECTION JUDGE	18.50
91163	11/12/2013	04614	DIANE DROEGER	ELECTION JUDGE	408.00
91164	11/12/2013	04616	AUDREY DUELLMAN	ELECTION JUDGE	402.00
91165	11/12/2013	05049	BOB DUNHAM	ELECTION JUDGE	300.63
91166	11/12/2013	04617	CAROLYN EICKHOFF	ELECTION JUDGE	157.50
91167	11/12/2013	05050	JEANNE EWALD	ELECTION JUDGE	300.63
91168	11/12/2013	04627	DELORES FITZGERALD	ELECTION JUDGE	268.25
91169	11/12/2013	04629	CYNTHIA FOWLER	ELECTION JUDGE	346.50
91170	11/12/2013	04632	MARY JO FREER	ELECTION JUDGE	305.25
91171	11/12/2013	04635	MARY KATHERINE FULLER	ELECTION JUDGE	300.63
91172	11/12/2013	05134	SHIRLEY A. GABOURY	ELECTION JUDGE	23.13
91173	11/12/2013	05065	TERRENCE J GARVEY	ELECTION JUDGE	268.25
91174	11/12/2013	04642	VICTOR GEBAUER	ELECTION JUDGE	362.25
91175	11/12/2013	05067	JOHN GERTEN	ELECTION JUDGE	296.00
91176	11/12/2013	04643	SISTER CLARICE GIERZAK	ELECTION JUDGE	305.25
91177	11/12/2013	04644	DIANE GOLASKI	ELECTION JUDGE	462.00
	11/12/2013	04644	DIANE GOLASKI	ELECTION JUDGE PHONE/MILEAGE	26.95
91178	11/12/2013	04645	JAMIE GUDKNECHT	ELECTION JUDGE	390.00
91179	11/12/2013	05245	DIANNE GUSTAFSON	ELECTION JUDGE	296.00
91180	11/12/2013	04647	ROSIE GUTHRIE	ELECTION JUDGE	161.88
91181	11/12/2013	05246	JOYCE HADDAD	ELECTION JUDGE	302.94
91182	11/12/2013	05294	SANDRA HAHN	ELECTION JUDGE	159.56

91183	11/12/2013	05070	VONNA HAHN	ELECTION JUDGE	302.94
91184	11/12/2013	04649	JOAN HANSON	ELECTION JUDGE	296.00
91185	11/12/2013	05247	MARY M HARDER	ELECTION JUDGE	300.63
91186	11/12/2013	04650	BARBARA HART	ELECTION JUDGE	305.25
91187	11/12/2013	04652	DARLENE HERBER	ELECTION JUDGE	252.06
91188	11/12/2013	05071	CINDY HERVIG	ELECTION JUDGE	305.25
91189	11/12/2013	04655	JEANETTE HULET	ELECTION JUDGE	298.31
91190	11/12/2013	04656	ROBERT HULET	ELECTION JUDGE	305.25
91191	11/12/2013	04659	ROBERT JENSEN	ELECTION JUDGE	347.19
91192	11/12/2013	04660	JUDITH JOHANNESSEN	ELECTION JUDGE	353.25
91193	11/12/2013	04661	KATHLEEN JOHANSEN	ELECTION JUDGE	349.13
91194	11/12/2013	04558	WARREN JOHNSON	ELECTION JUDGE	138.75
91195	11/12/2013	04664	SHIRLEY JONES	ELECTION JUDGE	300.63
91196	11/12/2013	05137	DEBRA L. KAPFER	ELECTION JUDGE	300.63
91197	11/12/2013	05248	JUDY M KIPKA	ELECTION JUDGE	291.38
91198	11/12/2013	04667	CAROL KNAUSS	ELECTION JUDGE	157.25
91199	11/12/2013	04669	DENNIS KRAMER	ELECTION JUDGE	298.31
	11/12/2013	04669	DENNIS KRAMER	REIMB ELECTION JUDGE MILEAGE	4.24
91200	11/12/2013	04674	JACKIE KWAPICK	ELECTION JUDGE	298.31
91201	11/12/2013	04676	CHARLOTTE LAMPE	ELECTION JUDGE	235.88
91202	11/12/2013	05138	STEPHANIE G. LAYER	ELECTION JUDGE	296.00
91203	11/12/2013	05076	TOM LAYER	ELECTION JUDGE	302.94
91204	11/12/2013	04680	BARBARA LEITER	ELECTION JUDGE	18.50
91205	11/12/2013	04683	CLAUDETTE LEONARD	ELECTION JUDGE	327.75
91206	11/12/2013	05077	MARIANNE T LIPTAK	ELECTION JUDGE	300.63
	11/12/2013	05077	MARIANNE T LIPTAK	REIMB ELECTION JUDGE MILEAGE	3.96
91207	11/12/2013	04686	JACKIE LOCKWOOD	ELECTION JUDGE	23.13
91208	11/12/2013	04687	DARLENE LOIPERSBECK	ELECTION JUDGE	277.50
91209	11/12/2013	04688	JULES LOIPERSBECK	ELECTION JUDGE	315.00
91210	11/12/2013	04693	VALERIE MAHOWALD	ELECTION JUDGE	296.00
91211	11/12/2013	03496	GERALDINE MAHRE	ELECTION JUDGE	402.00
	11/12/2013	03496	GERALDINE MAHRE	REIMB ELECTION JUDGE PHONE	10.00
91212	11/12/2013	05078	DONALD J MAMMENGA II	ELECTION JUDGE	23.13
91213	11/12/2013	04694	JOHN MANTHEY	ELECTION JUDGE	405.00
91214	11/12/2013	04696	THOMAS MASKREY	ELECTION JUDGE	226.63
91215	11/12/2013	04698	JOHN MCCANN	ELECTION JUDGE	324.63
91216	11/12/2013	04699	PEGGY MCCARTHY	ELECTION JUDGE	423.00
91217	11/12/2013	04700	JUDY MCCAULEY	ELECTION JUDGE	161.88
	11/12/2013	04700	JUDY MCCAULEY	REIMB ELECTION JUDGE MILEAGE	4.52
91218	11/12/2013	05249	JAMES MILLETTE	ELECTION JUDGE	166.50
91219	11/12/2013	05080	MARLENE MORENO	ELECTION JUDGE	259.00
91220	11/12/2013	05139	MICHAEL L. MUENCHOW	ELECTION JUDGE	268.25
91221	11/12/2013	04709	THOMAS MYSTER	ELECTION JUDGE	305.25
91222	11/12/2013	05250	CLARE A NELSON	ELECTION JUDGE	254.38
91223	11/12/2013	05081	PERCY NELSON	ELECTION JUDGE	305.25
91224	11/12/2013	04711	MARY NEWCOMB	ELECTION JUDGE	384.00
91225	11/12/2013	05140	JANE A. NICHOL	ELECTION JUDGE	300.63
91226	11/12/2013	04712	MIRANDA NICHOLS	ELECTION JUDGE	245.13
91227	11/12/2013	04714	HELEN NISSEN	ELECTION JUDGE	23.13
91228	11/12/2013	04715	ANN NORBERG	ELECTION JUDGE	272.89
91229	11/12/2013	04717	D WILLIAM O'BRIEN	ELECTION JUDGE	210.00
91230	11/12/2013	04718	ANITA OLSON	ELECTION JUDGE	346.50
91231	11/12/2013	04719	LOIS OLSON	ELECTION JUDGE	157.25
91232	11/12/2013	04723	DIAN PARENT	ELECTION JUDGE	450.00
91233	11/12/2013	05083	BERNARD A G PEDERSEN	ELECTION JUDGE	152.63
91234	11/12/2013	04725	MARILYN PEPER	ELECTION JUDGE	298.31
91235	11/12/2013	05251	ROGER L POSCH	ELECTION JUDGE	296.00
91236	11/12/2013	05141	SHELLY ANN PUTZ	ELECTION JUDGE	291.38
91237	11/12/2013	05142	STEVEN L. PUTZ	ELECTION JUDGE	309.88
91238	11/12/2013	04728	RITA RENSLOW	ELECTION JUDGE	161.88
91239	11/12/2013	04729	VINCENT RODRIGUEZ	ELECTION JUDGE	396.00
91240	11/12/2013	04731	ELAINE RUDEEN	ELECTION JUDGE	268.25
91241	11/12/2013	05143	CHRIS SAGERT	ELECTION JUDGE	138.75
91242	11/12/2013	04732	JANET SANDBERG	ELECTION JUDGE	175.75
91243	11/12/2013	05144	WARREN H. SANDS	ELECTION JUDGE	302.94

91244	11/12/2013	04735	KATHLEEN SAUER	ELECTION JUDGE	300.63
	11/12/2013	04735	KATHLEEN SAUER	REIMB ELECTION JUDGE MILEAGE	2.26
91245	11/12/2013	05145	SHARON JEAN SAWYER	ELECTION JUDGE	307.57
91246	11/12/2013	05146	THOMAS W. SCHARNOTT	ELECTION JUDGE	18.50
91247	11/12/2013	04738	CYNTHIA SCHLUENER	ELECTION JUDGE	349.13
91248	11/12/2013	05252	WILLIAM SCHMIDT	ELECTION JUDGE	296.00
91249	11/12/2013	04739	MARY ANN SCHNEIDER	ELECTION JUDGE	300.63
91250	11/12/2013	05085	BETTY SCHRAMEL	ELECTION JUDGE	296.00
91251	11/12/2013	05086	JAMES L SCHRAMEL	ELECTION JUDGE	300.63
91252	11/12/2013	04741	LOUISE SCHULTZ	ELECTION JUDGE	305.25
91253	11/12/2013	05253	JAMES SEITZ	ELECTION JUDGE	300.63
91254	11/12/2013	05254	DEBORAH A SEYFER	ELECTION JUDGE	164.19
91255	11/12/2013	04742	TERESA SHORES	ELECTION JUDGE	325.50
91256	11/12/2013	04743	DELANEY SKAAR	ELECTION JUDGE	291.38
91257	11/12/2013	05147	STEVEN SKAAR	ELECTION JUDGE	293.69
91258	11/12/2013	04744	SUSAN SKAAR	ELECTION JUDGE	296.00
91259	11/12/2013	04745	BOB SPANGLER	ELECTION JUDGE	300.63
91260	11/12/2013	04747	TIM STAFKI	ELECTION JUDGE	444.00
	11/12/2013	04747	TIM STAFKI	ELECTION JUDGE PHONE/MILEAGE	24.21
91261	11/12/2013	04748	JUDITH STEENBERG	ELECTION JUDGE	161.88
91262	11/12/2013	04749	RICHARD STEENBERG	ELECTION JUDGE	161.88
91263	11/12/2013	04752	MARY STORM	ELECTION JUDGE	296.00
91264	11/12/2013	04754	LORI TAYLOR	ELECTION JUDGE	207.00
91265	11/12/2013	05087	MICHAEL J TOURVILLE	ELECTION JUDGE	298.31
91266	11/12/2013	04959	DALE TRIPPLER	ELECTION JUDGE	351.75
91267	11/12/2013	04757	MICKI TSCHIDA	ELECTION JUDGE	325.50
91268	11/12/2013	04758	CAROLYN URBANSKI	ELECTION JUDGE	296.00
91269	11/12/2013	04759	HOLLY URBANSKI	ELECTION JUDGE	396.00
	11/12/2013	04759	HOLLY URBANSKI	REIMB ELECTION JUDGE PHONE	10.00
91270	11/12/2013	04761	WILLIAM URBANSKI	ELECTION JUDGE	277.50
91271	11/12/2013	04763	MARY VANEK	ELECTION JUDGE	277.50
91272	11/12/2013	04765	GAYLE WASMUNDT	ELECTION JUDGE	414.00
91273	11/12/2013	05089	DOROTHY M WOLFGRAM	ELECTION JUDGE	268.25
91274	11/12/2013	04771	CINDY YORKOVICH	ELECTION JUDGE	275.19
91275	11/12/2013	04773	HELEN ZIAN	ELECTION JUDGE	166.50
91276	11/12/2013	05091	LEROY ZIPKO	ELECTION JUDGE	341.25

199 Checks in this report

362,645.59

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/12/2013	MN State Treasurer	Drivers License/Deputy Registrar	29,842.65
11/12/2013	U.S. Treasurer	Federal Payroll Tax	97,261.21
11/12/2013	P.E.R.A.	P.E.R.A.	86,035.64
11/12/2013	MidAmerica - ING	HRA Flex plan	12,871.51
11/12/2013	Labor Unions	Union Dues	1,872.15
11/13/2013	MN State Treasurer	Drivers License/Deputy Registrar	34,710.79
11/13/2013	MN State Treasurer	State Payroll Tax	19,979.93
11/14/2013	MN State Treasurer	Drivers License/Deputy Registrar	69,690.98
11/15/2013	MN State Treasurer	Drivers License/Deputy Registrar	39,658.57
11/15/2013	VANCO	Billing fee	125.25
11/15/2013	Optum Health	DCRP & Flex plan payments	624.95
			392,673.63

Attachments

AGENDA REPORT

TO: Charles Ahl, City Manager

FROM: Terrie Rameaux, HR Coordinator

DATE: November 15, 2013

SUBJECT: Approval of Resolution Accepting the Insurance Labor-Management Committee's (LMC) Recommendations for Employee Insurance Benefits for 2014

Introduction/Background

The City recently went through their annual renewal process for employee insurance benefits and received renewal proposals from all our carriers. The Insurance Labor-Management Committee (LMC) met, reviewed and discussed the renewal information from all providers. After some discussion and some negotiations by our insurance agent, Financial Concepts, Inc. (FCI), on our health insurance, the Insurance LMC proposed the following changes effective January 1, 2014. In accordance with MN State Statute 471.6161, the City will be required to go to market next year (for 2015) for health, dental and long-term disability insurance.

Health Insurance:

The Insurance LMC proposes to continue with Medica as the health care provider. Medica's initial renewal came back at 15.7%, 3.8% of which was for Affordable Care Act (ACA) fees which all health insurance plans are subject to. That brought the actual claims renewal to 11.9%. The city did have a base rate cap of 17%, plus 3.8% ACA fees which would bring the final rate cap to 20.8%.

FCI went back to Medica to renegotiate and countered with the notion of going out to market to see if we could receive a better renewal. Medica came back with a 10.5% increase less the 3.8% ACA fees brought the actual claims renewal down to a 6.7% increase. The Committee agreed, at the recommendation of FCI, that this would be a better option versus going out for bid. If the City did go out for bid for 2014, then the 10.5% renewal increase from Medica would no longer be on the table.

This renewal rate also includes the Core+ Program fee—a per member per month fee. This added program has played an integral part of the City's Wellness Program. It has also been a useful tool in negotiations with Medica, showing them that the City is encouraging employee participation in both the Wellness and Core+ Programs.

The Insurance LMC proposes to maintain all three high deductible/HRA plans—Medica Choice Open Access network, and Elect/Essentials networks. Currently 28% of our employees are on either the Elect or Essentials plan and 72% on the open access plan. If employees are able to switch to either the Elect or Essentials plan option, the City would save \$645/year per employee for single coverage and \$1,114/year per employee for those who have family coverage. The employee who has family coverage would save over \$469 per year out of their pocket in premiums.

Dental Insurance:

The Insurance LMC proposes to continue with HealthPartners as the dental provider. HealthPartners came in with a 3.5% increase. Since this was a fairly small increase, the Insurance LMC decided to stay with HealthPartners as our dental provider as we have had a very good rapport with them for the past few years.

Long-Term and Short-Term Disability:

Long-term disability is a City-paid benefit. The City's current carrier is Assurant. For 2014 there was no planned increase in premiums.

The City also has short-term disability with Assurant. This is an optional employee-paid benefit. There is no change in premiums for this coverage. The Insurance LMC proposes to stay with Assurant for short-term disability coverage.

Life Insurance:

LMC is proposing to continue with Minnesota Life. The City will be entering year three of a three-year rate guarantee; therefore, no change in the cost of basic life insurance, which is provided by the City, or in the premiums for optional employee, spouse life, and dependent life insurance. Minnesota Life is through a pool affiliated with the League of MN Cities. The City has had a long-standing great working relationship with Minnesota Life.

Vision Care Plan:

The Insurance LMC proposes to stay with Avesis as its carrier for vision hardware. The City will be entering year two of a two-year rate guarantee with Avesis; therefore, no change in the premium for 2014. This is an employee-paid option.

Long-Term Care Insurance:

The Insurance LMC proposes to continue our long-term care insurance contract with CNA through a pool affiliated with the League of MN Cities. The rates remain unchanged.

Budget Impact

These contracts are for the programs provided to the employees. The amount/contribution by the City towards these programs in comparison to the contribution by the employees is subject to collective bargaining and is not a part of this process.

The 10.5% increase in the health care plan equates to roughly \$153,000 additional cost to the City if the same number of employees maintain coverage as in 2013. However, as noted in this report, those employees who switch to the more cost-effective restricted network Elect/Essential program have the potential to reduce some of that increase. The 3.5% dental program cost increase is also dependent upon participation, but is likely a \$2,750 impact to the City above 2013.

The City ended 2012 with a positive fund balance in the Employee Benefits Fund. We are projected to use a portion of that balance to cover 2013 and 2014 costs, but still anticipate ending 2014 with a positive fund balance despite the increases listed above. The 2014 budget

includes a \$152,000 increase to insurance benefits in the Employee Benefits Fund.

Recommendation

It is recommended that the City Council approve the Insurance Labor-Management Committee's recommendations to be effective January 1, 2014.

Attachments

1. Resolution Affirming Recommendations of the Labor Management Committee

RESOLUTION

Be it resolved that the Maplewood City Council hereby affirms the recommendations of Insurance Labor Management Committee regarding 2014 employee insurance benefits for the City of Maplewood.

Approved this 25th day of November 2013.

MEMORANDUM

TO: Charles Ahl, City Manager

FROM: Melinda Coleman, Assistant City Manager
Steve Lukin, Fire Chief
DuWayne Konewko, Parks and Recreation Director

DATE: November 14, 2013

SUBJECT: Approval of Council Request for Ramsey County Support for the City's Three 2014 Bonding Projects

- a. East Metro Regional Safety Training Center
- b. Tubman Facility
- c. Fish Creek Acquisition

Introduction

Council has previously approved resolutions of support endorsing bonding requests for the following 2014 Maplewood projects:

1. East Metro Regional Public Safety Training Center - \$1,800,000 request
2. Tubman Facility - \$720,000 request
3. Fish Creek Acquisition - \$300,000 request

Staff is seeking Ramsey County's support for these bonding projects. Staff is also asking City Council to approve the request for Ramsey County's support for Maplewood's 2014 bonding projects.

All three bonding requests have been 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 recommending approval of Council Request for Ramsey County Support for the City's Three 2014 Bonding Projects.

Attachment

1. Resolution seeking Approval of Council Request for Ramsey County Support for the City's Three 2014 Bonding Projects.

RESOLUTION #
RESOLUTION APPROVING COUNCIL REQUEST FOR RAMSEY COUNTY
SUPPORT FOR THE CITY'S THREE 2014 BONDING REQUEST

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 East Metro Regional Public Safety Training Center, the Tubman Facility, and the Fish Creek Acquisition all high priority projects; and

WHEREAS, the current funding available for these projects is not sufficient to complete them; 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 these projects; and

WHEREAS, the City would like to have the full support of Ramsey County in these requests since the County and City have historically been partners and the County as a whole shall benefit directly from each of these projects.

NOW, THEREFORE BE IT RESOLVED, that the Maplewood City Council does hereby request a Resolution of Support from the Ramsey County Board of Commissioners for the East Metro Regional Public Safety Training Center, the Tubman Facility, and the Fish Creek Acquisition projects.

Adopted by the Maplewood City Council on this 25th day of November, 2013

Maplewood City Council

Will Rossbach, Mayor

ATTEST:

Karen Guilfoile, City Clerk

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: DuWayne Konewko, Parks & Recreation Director

DATE: November 18, 2013

SUBJECT: Approval of Vendors for Maplewood Community Center Intoxicating Liquor License and Beverage Provider Services

Introduction

The City of Maplewood is proposing to enter into an agreement with two exclusive Auxiliary Cater Intoxicating Liquor License and Beverage Service providers for the Maplewood Community Center (MCC). Selected liquor providers will supply alcohol and/or non-alcoholic beverages for banquets, meetings, special events and other functions conducted at the MCC in the banquet room area. Banquet room rental patrons will hire the provider of their choice who will in turn provide insurance, bartenders and full bar service.

Background

The Auxiliary Cater Intoxicating Liquor License Provider Request for Proposal was approved by Council on August 26, 2013 and Council authorization was given to advertise and bid this contract. Proposals were received and reviewed on September 25, 2013. Both caterers have agreed to compensate the MCC 20% of the revenues generated from MCC events that they cater. The percentage paid to the MCC will be based on the final gross bill, excluding tax and gratuity. The City attorney has reviewed the contract agreements for each of these respective liquor providers.

Staff recommends the following providers:

- **Green Mill Catering:** Green Mill Catering has over 16 years of experience offering beverage catering services. This experienced team prides itself by offering event insight and expertise, as well as, providing customer service that is both enthusiastic and memorable. Green Mill's beverage menus are designed with the event budget and needs in mind. They offer hosted and cash bar services that include: keg beer, bottled beer, wine by the glass or bottle, and more.
- **RP Catering by Roasted Pear:** RP Catering by Roasted Pear is a division of Pear One – an organization that includes the off-site catering division, as well as, restaurant locations in both Burnsville and Brooklyn Park. Offering catering since 2005, RP Catering strives to deliver high-quality products, competitive prices, and the best possible service. Offering hosted and cash bar services, available products include: keg beer, bottled beer, wine by the glass or bottle, and more.

Recommendation

It is recommended that the City Council contract with Green Mill Catering and RP Catering by Roasted Pear for Auxiliary Cater Intoxicating Liquor License and Beverage Service for the Maplewood Community Center Banquet Event Center for a duration of three years beginning

January 1, 2014 and running through December 31, 2016. Furthermore, Council directs the Mayor and City Manager to execute contract agreements with these two liquor providers.

MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: DuWayne Konewko, Parks & Recreation Director
DATE: November 18, 2013
SUBJECT: Approval of Vendors for Maplewood Community Center Catering Services

Introduction

The City of Maplewood is proposing to enter into an agreement with four exclusive food caterers for the Maplewood Community Center. Selected food caterers will supply food service and/or non-alcoholic beverages for banquets, meetings, special events and other functions conducted at the MCC. In addition, per council request, staff will also be working with these providers to explore opportunities for reductions in waste and work towards offering clients the option of additional sustainable (greening) products and services.

Background

The Food Caterer Request for Proposal was approved by Council on August 26, 2013 and Council authorization was given to advertise and bid this contract. Proposals were received and reviewed on September 25, 2013. A total of 22 proposals were received. All four caterers have agreed to compensate the MCC 10% of the revenues generated from MCC events that they cater Monday – Thursday and 15% of the revenues generated from MCC events that they cater Friday – Sunday. The percentage paid to the MCC will be based on the final gross bill, excluding tax and gratuity. The City Attorney has reviewed contract agreements for each of these respective vendors.

Staff recommends the following three providers:

- **Dan Good Catering (DCG) on behalf of the Hospitality Catering Corporation:**
The Hospitality Corporation includes eight facilities throughout the Twin Cities and offers full service catering, party planning, and event management services. With experience catering wedding receptions, funeral luncheons, holiday parties, graduation parties, and many other types of events, DCG is well suited to meet the needs of Maplewood Community Center guests. While offering extensive menus, DCG also enjoys the opportunity to tailor a menu that fits the needs of their client. DCG is competitively priced and prides itself on being a customer oriented organization.
- **Green Mill Catering:** Green Mill Catering takes everything the well-established restaurant company knows about prepping and serving award-winning food on the road and off-site! Green Mill Catering features experienced catering staff and a dedication to providing the highest quality cuisine possible.
- **Kane's Catering, Inc.:**
Kane's Catering, Inc. is a full-service catering company with extensive experience as an off-premise caterer. Family owned and operated since 1972, Kane's Catering has provided service at hundreds of events including weddings, anniversary parties, corporate functions, birthday parties, and funeral luncheons. Kane's menu offerings include a wide range of options including elegant sit down service, full banquet service, cocktail receptions, drop off

meal service, box lunches, and more. In addition, Kane's prides itself on being extremely flexible while providing great and excellent service at reasonable rates.

- **RP Catering by Roasted Pear:**

RP Catering by Roasted Pear is a division of Pear One – an organization that includes the off-site catering division as well as restaurant locations in both Burnsville and Brooklyn Park. Offering catering since 2005, RP Catering strives to deliver high-quality products, competitive prices, and the best possible service.

Recommendation

It is recommended that the City Council contract with Dan Good Catering, Green Mill Catering, Kane's Catering, and RP Catering by Roasted Pear for food catering service for the Maplewood Community Center Banquet Event Center for a duration of three years beginning January 1, 2014 and running through December 31, 2016. Furthermore, council directs the Mayor and City Manager to execute contract agreements with these four providers.

MEMORANDUM

TO: R. Charles Ahl, City Manager

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

DATE: November 6, 2013

SUBJECT: Approval of Resolution for Final Payment and Acceptance of Project, Maplewood Dump Site Improvements, City Project 11-22

Introduction

The City Council will consider approving the attached resolution approving final payment to the contractor and for acceptance of project.

Background

On November 15, 2012, the City Council awarded Arnt Construction, Inc. a construction contract for the Maplewood Dump Site Improvements in the amount of \$95,075.00. There were no change orders on this project.

The contractor, Arnt Construction, Inc., has completed the project improvements for the Maplewood Dump Site Improvements. The final construction cost is \$94,100.50 which is slightly below the approved contract amount. Arnt Construction, 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 \$165,000.00. The current expenses incurred to date total \$156,737.33 which falls 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

Staff recommends that the City Council approve the attached resolution Approving Final Payment and Acceptance of Project for the Maplewood Dump Site Improvements, City Project 11-22.

Attachments

1. Resolution Approving Final Payment and Acceptance of Project
2. Engineer's Recommendation for Final Acceptance
3. Final Payment Application

**RESOLUTION
APPROVING FINAL PAYMENT AND ACCEPTANCE OF PROJECT
CITY PROJECT 11-22**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered Improvement Project 11-22, the Maplewood Dump Site Improvements, and has let a construction contract for completion of the work, and

WHEREAS, the City Engineer for the City of Maplewood has determined that the Maplewood Dump Site Improvements, City Project 11-22, is complete and recommends acceptance of the project.

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

1. City Project 11-22 is complete and maintenance of these improvements is accepted by the City; and the final construction cost is \$94,100.50. Final payment to Arnt Construction, Inc., and the release of any retainage or escrow is hereby authorized.

Approved this 25th day of November 2013.



November 6, 2013

RE: City of Maplewood
Maplewood Dump Site Improvements
City Project No. 11-22
SEH No. MAPLE 116519

Mr. Michael Thompson, PE
Director of Public Works/City Engineer
City of Maplewood
1902 County Road B East
Maplewood, MN 55109

Dear Mr. Thompson:

Please find enclosed Application for Payment No. 2 for the Maplewood Dump Site Improvements project. The quantities for the completed project have been reviewed and we hereby recommend approval for payment to Arnt Construction Company, Inc. in the amount of \$94,100.50. Payment Application 2 represents the final payment for this project in the amount of \$1,882.01 (the amount previously held for retainage).

The work completed to date conforms to the approved plans and specifications. Restoration/seeding areas were reviewed by City and SEH staff in the summer and fall of 2013 and found to meet the conditions of the contract.

If approved, please sign and forward payment, along with a copy of the signed pay application, to Arnt Construction Company, Inc., retaining the original for City records.

Please don't hesitate to contact me with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "R. B. Leaf".

Ronald B Leaf, PE | Principal
Project Manager

Enclosures

r:\admin\standard\letters\afp_cty civil jobs.doc



Application for Payment
(Unit Price Contract)
No. 2

Eng. Project No.: MAPLE 116459

Location: City of Maplewood, MN

Contractor Arnt Construction Contract Date November 15, 2012
PO Box 549
Hugo, MN 55038 Contract Amount \$ 95,075.00

Contract for Maplewood Dump Site ImprovementsApplication Date 11/4/13 For Period Ending 11/4/13

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1	MOBILIZATION (5% MAX.)	LS	1	1	\$1,200.00	\$1,200.00
2	HAUL DEBRIS TO LANDFILL	CY	30	30	\$30.00	\$900.00
3	CLEARING AND GRUBBING	ACRE	1.5	1.45	\$4,000.00	\$5,800.00
4	COMMON EXCAVATION (SV)(P)	CY	7425	7425	\$3.14	\$23,314.50
5	SELECT TOPSOIL BORROW (LV)	CY	1000	1022.1	\$14.00	\$14,310.00
6	42" HDPE PIPE DR 32.5	LIN FT	200	200	\$198.00	\$39,600.00
7	42" CMP FES - WITH TRASH GUARD	EACH	1	1	\$1,680.00	\$1,680.00
8	RANDOM RIP RAP CLASS III	CY	30	30	\$94.00	\$2,820.00
9	MNDOT SEED MIX 350/330	ACRE	3.5	3.8	\$700.00	\$2,660.00
10	MULCH TYPE 1 W/ DISC ANCHORING	TON	7	7.6	\$100.00	\$760.00
11	EROSION CONTROL BLANKET CAT 3 (STRAW)	SQ YD	800	800	\$1.32	\$1,056.00
12	SILT FENCE, TYPE MACHINE SLICED	LIN FT	645	0	\$2.10	
13			0	0	\$0.00	
TOTAL BASE BID AMOUNT						\$94,100.50

Application for Payment (continued)

Total Contract Amount	\$ <u>95,075.00</u>	Total Amount Earned	\$ <u>94,100.50</u>
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete _____	_____
Contract Change Order No. _____		Percent Complete _____	_____
Less Previous Applications:		GROSS AMOUNT DUE	\$ <u>94,100.50</u>
AFP No. 1: <u>92,218.49</u>	AFP No. 6: _____	LESS <u>0</u> % RETAINAGE	\$ <u>0.00</u>
AFP No. 2: _____	AFP No. 7: _____	AMOUNT DUE TO DATE	\$ <u>94,100.50</u>
AFP No. 3: _____	AFP No. 8: _____	LESS PREVIOUS APPLICATIONS	\$ <u>92,218.49</u>
AFP No. 4: _____	AFP No. 9: _____	AMOUNT DUE THIS APPLICATION	\$ <u>1,882.01</u>
AFP No. 5: _____			

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, Maplewood Dump Site Improvements, City of Maplewood, MN, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date November 4, 2013

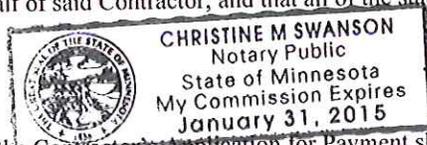
Arnt Construction Company Inc.
(Contractor)

COUNTY OF Chicago)
STATE OF Minnesota) SS

By [Signature] vice president
(Name and Title)

Before me on this 4 day of November, 2013, personally appeared _____ known to be, who being duly sworn did depose and say that he is the Nicholas S Arnt (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires
Jan 31, 2015



Christine M Swanson
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

By [Signature]
Date 11-6-2013

City of Maplewood

By _____

Date _____

MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Steve Lukin, Fire Chief
DATE: November 19, 2013
SUBJECT: Approval for Fire Department to Purchase a Used Chevrolet Tahoe

Introduction

We have the opportunity to purchase a used vehicle in very good condition, with low mileage and all the necessary emergency lighting for \$25,000. This opportunity will allow us to replace a 2004 Dodge Durango; which is in need of repair and with high mileage, with a used 2008 Chevrolet Tahoe with 47,500 miles on it. This purchase will meet our needs as we move forward and the dollars to purchase it will come from the Fire Truck Replacement Fund.

Budget Impact

The Fire Truck Replacement Fund has sufficient funds to cover this purchase.

Recommendation

Recommend the approval of the city council to approve the purchase of a Chevrolet Tahoe in the amount of \$25,000 from Oakdale Fire Department.

Attachments

None.

MEMORANDUM

TO: Charles Ahl, City Manager
FROM: Paul Schnell, Chief of Police
DATE: November 19, 2013
SUBJECT: Approval of Agreement for Computer-Aided Dispatch and Mobile Data Among and Between Ramsey County, the City of Maplewood, and Other County-Based Governmental Units

Introduction

The Maplewood Police Department would like to enter into an Agreement with Ramsey County and other Ramsey County governmental units for an integrated Public Safety CAD/Mobile System, which is anticipated to be implemented in 2015. City Council approval is required to enter into this Agreement.

Background

The City of Maplewood currently uses a CAD System owned by the City of St. Paul and has a Dispatch Joint Powers Agreement with Ramsey County to provide dispatch services that expires on December 31, 2016.

Due to the CAD System nearing the end of its life cycle, the County issued a Request for Proposal for an integrated Public Safety CAD/Mobile System to be owned by the County and used County wide.

The Agreement for which we are requesting approval is to establish parameters for the provision of Computer-Aided Dispatch and Mobile Data Services by the County and delineate the terms and conditions under which the County will provide these CAD services.

Budget Impact

In addition to paying for costs as outlined on Pages 27 and 28 of the Agreement, each agency will be billed based on a three-year rolling average of the agency's share of calls for service.

Recommendation

It is recommended that the City Council approve the City of Maplewood entering into this Agreement.

Attachments

1. Agreement for Computer-Aided Dispatch and Mobile Data

CAD and Mobile Data Agreement Among Ramsey County and Members

This is an agreement between the County of Ramsey, a political subdivision of the State of Minnesota, through the Emergency Communications Department, 388 13th Street, Saint Paul, MN 55101 ("County") and the City of Maplewood, 1830 County Road B E, St Paul, MN 55109 (a "Member").

WHEREAS, All public safety agencies in Ramsey County currently use a Computer Aided Dispatch ("CAD") System owned by the City of Saint Paul; and

WHEREAS, The County operates the Ramsey County Emergency Communications Center ("ECC"); and

WHEREAS, The County has Dispatch Joint Powers Agreements in place with the Members to provide dispatch services that will expire on December 31, 2016; and

WHEREAS, Due to the CAD System nearing the end of its life cycle, the County issued a Request for Proposals ("RFP") for an integrated public safety CAD/Mobile system ("System"), to be owned by the County and used County-wide by the ECC, the White Bear Lake Emergency Communications Center ("WBLECC"), and numerous Law Enforcement and Fire/EMS agencies across the County; and

WHEREAS, The County anticipates that implementation of the System will occur in 2015; and

WHEREAS, The parties to this Agreement hereby agree as follows:

1. **Purpose:** The purpose of this CAD and Mobile Data Agreement ("Agreement") is to establish parameters for the provision of Computer-Aided Dispatch and Mobile Data services ("CAD Services") by the County to the Members, and to delineate the terms and conditions under which the County will provide these CAD Services. All Parties agree to work cooperatively to fulfill the terms and purpose of this Agreement.

2. Definitions

For purposes of this Agreement, the following terms have the indicated meanings:

- 2.1 **Additional Member** means any Governmental Unit that signs this Agreement with the County on or after January 1, 2015.
- 2.2 **Agreement** means this CAD and Mobile Data Agreement among Ramsey County and Members, as may be amended from time to time.
- 2.3 **AVL/Automatic Vehicle Location System** means a combination of hardware and services that can detect the near-real time location of a vehicle and send that information to the CAD System so it can be displayed on a map.
- 2.4 **CAD/Computer-Aided Dispatch or Dispatching** is a computer-based system that allows persons in a dispatch center to create and update records of calls for service and to easily view and understand the status of all units being dispatched. CAD

provides displays and tools so the dispatcher can handle calls-for-service as efficiently as possible.

- 2.5 **CAD System** means the combination of hardware, software and services the County utilizes to provide CAD System functionality to Members as described in the System Purchase Agreement Between TriTech Software Systems and Ramsey County, MN, dated July 12, 2013 (pursuant to Ramsey County Board Resolution 2012-313), incorporated herein in its entirety and made a part of this Agreement by reference. The County owns the CAD System hardware and software.
- 2.6 **CAD System Vendor** means one or more entities from whom the County procures the CAD System.
- 2.7 **County** means Ramsey County.
- 2.8 **Department** means the Ramsey County Department of Emergency Communications.
- 2.9 **Director** means the Director of the Ramsey County Department of Emergency Communications, who reports to and serves at the pleasure of the County Manager.
- 2.10 **Emergency Communications Center/ECC** means the location from which the County provides dispatching services for police, fire, emergency medical services, and other public safety functions.
- 2.11 **Governmental Unit** means, for purposes of this Agreement, the definition set forth in Minnesota Statutes §471.59.
- 2.12 **Initial Member** means any Governmental Unit that signs this Agreement with the County before January 1, 2015.
- 2.13 **Member** means either an Initial Member or an Additional Member.
- 2.14 **Mobile Data System** means the combination of hardware, software, and services used by the County to facilitate Members' use of the System on mobile devices.
- 2.15 **Operational Contact** means a person and an alternate person representing a Member who will receive technical notifications and provide technical coordination between that Member and the County.
- 2.16 **Party** means the County or any Member.
- 2.17 **Qualified Committee/Subcommittee Member** means an individual sitting as a named Committee or Subcommittee member and not legally disqualified. Qualified members may be represented by designees where provided by this Agreement.
- 2.18 **Recovery Time Objective** means the duration of time within which a business process must be restored after a disaster or disruption in order to avoid unacceptable consequences.
- 2.19 **System** means the combined CAD System, Mobile Data System, AVL System and Fire Alerting System.
- 2.20 **System Investment Fund** means a budget fund to pay for equipment replacement and make ongoing investments in the System.

- 2.21 **System Manager** means the Ramsey County employee who is responsible for management of the System and who reports to the Director.
- 2.22 **System Replacement Fund** means a budget fund for eventual replacement of the System.
- 2.23 **System User** means an individual or agency of a Governmental Unit that is authorized to utilize the System.
- 2.24 **Year** means one calendar year.

3. Membership

- 3.1 Only a Governmental Unit ("Entity") that is a party to an agreement with the County for Dispatch Services ("Dispatch Agreement") and is within the boundary of Ramsey County may become a Member under this Agreement.
- 3.2 An Entity that is not an Initial Member may become an Additional Member using the following process:
 - 3.2.1 The Entity submits to the Chair of the CAD Policy Committee a resolution of the Entity's governing body approving the submission of a request to become a Member under the terms and conditions of this Agreement.
 - 3.2.2 The CAD Policy Committee reviews the request in consultation with appropriate County staff (which may include ECC staff, Attorney(s) and/or Administration staff), and takes action on such request within 120 days of receipt of the request.
 - 3.2.3 Upon approval of membership by the CAD Policy Committee, the requesting Entity and the County execute a duplicate of this Agreement, or the version of this Agreement then in effect for all Members.
 - 3.2.4 Within 60 days of Agreement execution, the Additional Member pays an initial one-time fee to cover licensing and other startup costs as described in section 8. Cost/Payment.
- 3.3 Upon final execution of this Agreement and receipt of the initial one-time fee, the Entity shall become an Additional Member and shall have all of the rights and responsibilities of a Member as set forth in this Agreement.

4. Governance

4.1 CAD Policy Committee

- 4.1.1 The CAD Policy Committee is hereby created with the duties, powers, and responsibilities as set forth in this Agreement.
- 4.1.2 The CAD Policy Committee ("Committee") shall be comprised of the members of the Dispatch Policy Committee as identified in section 4.02 of the 2005 Joint Powers Agreement Between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operations ("Dispatch JPA"), an excerpt of which is attached hereto and made part of this agreement as **Exhibit 1**,

and the Officers of the Dispatch Policy Committee shall serve as the Officers of the CAD Policy Committee.

4.1.3 The CAD Policy Committee Officers shall have the duties, powers and responsibilities set forth in this Agreement.

4.1.4 Officers

4.1.4.1 The duties of the Chair shall be as follows:

4.1.4.1.1 approve the agenda for Committee meetings, with the input and assistance of the Director and other Committee members;

4.1.4.1.2 preside at Committee meetings;

4.1.4.1.3 sign all official documents as authorized by the Committee;

4.1.4.1.4 make reports, directly or through a designee, to the Committee and the Ramsey County Board as required or deemed appropriate; and

4.1.4.1.5 perform such other duties as are incident to the office and properly expected by the Committee.

4.1.4.2 The duties of the Vice Chair shall be as follows:

4.1.4.2.1 in the absence of the Chair, to perform the duties of the Chair; and

4.1.4.2.2 to perform such duties as may be requested by the Chair.

4.1.4.3 The Director shall serve as executive secretary to the Committee and shall provide all correspondence, reporting, and recordkeeping functions for the Committee, consistent with Minnesota Statutes Chapter 13 and statutory retention laws.

4.1.5 Powers and Authority of the CAD Policy Committee

4.1.5.1 The Committee shall assist the County in reviewing and evaluating the performance of the System to ensure that the service meets the needs and expectations of the Members and System Users.

4.1.5.2 The Committee shall make recommendations to the County Manager, the Director and the System Manager concerning the facilitation of public safety services through use of the System.

4.1.5.3 The Committee shall periodically review operations and make recommendations to the Director on the operations, standards, and budget for the System.

4.1.5.4 The Committee shall serve as an appeals body as provided in this Agreement.

- 4.1.5.5 The Committee shall review the proposed annual budget prepared by the Director, and after any agreed-upon modifications, make a recommendation to the County Board to approve the budget.
- 4.1.5.6 The Committee will approve fund balance goals for the System Investment Fund every two years.
- 4.1.5.7 The Committee may report issues regarding the performance of the Director to the County Manager. The County Manager will work with the Director in an expeditious manner to resolve any concerns raised by the Committee.

4.1.6 Meetings and Voting

- 4.1.6.1 The Committee shall meet at least quarterly during the first year this Agreement is in effect. Thereafter, the Committee members shall determine the frequency of regular meetings. In addition, a special meeting may be called by the Chair.
 - 4.1.6.2 Each Party and each representative on the Committee shall be responsible for complying with requirements of State statutes relating to open meetings.
 - 4.1.6.3 Each Committee member may cast one vote.
 - 4.1.6.4 Committee members may not appoint proxies or designees.
 - 4.1.6.5 A decision of the Committee requires a quorum and approval by a majority of the Committee members present.
 - 4.1.6.6 A quorum of the Committee means one half of the Qualified Committee Members plus one.
 - 4.1.6.7 At its first meeting, the Committee shall adopt a process for resolving tie votes.
- 4.1.7 Unless earlier dissolved by mutual written agreement of all of the then-current Members, the CAD Policy Committee will continue to operate for the duration of this Agreement.

4.2 CAD Command Subcommittee

- 4.2.1 A CAD Command Subcommittee ("Subcommittee") shall be formed, to be comprised of one Chief or Command level person from each of the following System Users:
 - 4.2.1.1 The Ramsey County Sheriff's Office;
 - 4.2.1.2 If Saint Paul signs this Agreement, Saint Paul Police and Saint Paul Fire;
 - 4.2.1.3 If Maplewood signs this Agreement, Maplewood Police and Maplewood Fire;

- 4.2.1.4 For other System Users, one suburban fire department and one suburban police department.
- 4.2.2 CAD Command Subcommittee Membership, Voting, and Meetings.
 - 4.2.2.1 The System Users identified in this Agreement as members of the Subcommittee shall each select their own representatives except that the suburban fire department representative (other than Maplewood) will be selected annually by the Ramsey County Fire Chiefs Association and the suburban police department representative (other than Maplewood) will be selected annually by the Ramsey County Chiefs of Police.
 - 4.2.2.2 The Subcommittee members shall select a Chair and a Vice Chair at its first meeting.
 - 4.2.2.3 The Subcommittee will meet quarterly or at such other intervals as determined by the Subcommittee members.
 - 4.2.2.4 Voting representation on the CAD Command Subcommittee shall be as follows:
 - 4.2.2.4.1 The City of Saint Paul Fire Chief (or designee) shall have two (2) votes
 - 4.2.2.4.2 The City of Saint Paul Police Chief (or designee) shall have two (2) votes
 - 4.2.2.4.3 The Ramsey County Sheriff's Office (or designee) shall have one (1) vote
 - 4.2.2.4.4 The City of Maplewood Fire Chief (or designee) shall have one (1) vote
 - 4.2.2.4.5 The City of Maplewood Police Chief (or designee) shall have one (1) vote
 - 4.2.2.4.6 The remaining suburban Fire agencies shall be represented by one Fire Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.
 - 4.2.2.4.7 The remaining suburban Police agencies shall be represented by one Police Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.
 - 4.2.2.5 A decision of the Subcommittee requires a quorum and approval by a majority of the Subcommittee members present.
 - 4.2.2.6 A quorum of the Subcommittee means one half of the Qualified Subcommittee Members plus one.
 - 4.2.2.7 Subcommittee members may appoint designees.

4.2.3 CAD Command Subcommittee roles and responsibilities:

- 4.2.3.1 Provide System User input to the System Manager into the process of developing protocols and standards for the System.
- 4.2.3.2 Provide a forum for the exchange of ideas between System staff and System Users for the purpose of improving service, reviewing critical incidents, and resolving complaints.
- 4.2.3.3 Provide input to the CAD Policy Committee as to the overall performance of the System in serving the needs of the System Users.
- 4.2.3.4 Review the Director's proposed CAD budget and make recommendations to the CAD Policy Committee. CAD Command Subcommittee members may invite Member finance staff to budget meetings.
- 4.2.3.5 Review and approve System and security standards as those standards may change over time. See section 10.

4.2.4 Issues that cannot be resolved by the Subcommittee shall be referred to the CAD Policy Committee.

4.3 CAD Operations Groups (Law Enforcement and Fire/EMS)

4.3.1 **Membership:** these groups consist of end user representatives, with technical personnel invited as needed:

- 4.3.1.1 The Law Enforcement Operations Group shall be comprised of one police officer, deputy, or supervisor from each law enforcement agency served by the System.
- 4.3.1.2 The Fire/EMS Operations Group shall be comprised of one firefighter, emergency medical responder, or supervisor from each fire and EMS agency served by the System.

4.3.2 **Roles and responsibilities:** The Operations Groups bring forward, document, discuss and attempt to resolve technical and operational matters. These Groups provide advice and recommendations regarding technical and operational issues to the CAD Command Subcommittee.

4.4 Conducting business (for all committees, subcommittees and operations groups)

- 4.4.1 There will be a Charter for each group.
- 4.4.2 There will be written minutes of each meeting.

5. System Operation: Responsibilities of the Parties

5.1 General/Overview

- 5.1.1 The County will own and operate the System, as defined in this Agreement, for the use and benefit of the Members. This section delineates the responsibilities of the County and the Members for the procurement and operation of hardware, software, and services necessary for the System.
- 5.1.2 The County and the Members will ensure that their equipment used to access and use the System meets standard specifications established by the CAD System Vendor, and that equipment is in good working order, software is up-to-date and services are managed to meet agreed-upon service levels.
- 5.1.3 In order to meet the requirements of 5.1.2, the County and the Members will develop and implement refresh cycles for equipment and budget for needed software upgrades, maintenance and services.
- 5.1.4 The County will ensure that its CAD operations are sufficiently resourced and budgeted to fulfill the terms of this Agreement.
- 5.1.5 All Parties to this Agreement will make internal practices, books, and records available for audit as authorized or required by this Agreement and applicable law.
- 5.1.6 All Parties to this Agreement will work cooperatively to address audit findings.

5.2 CAD System

- 5.2.1 The CAD System provides functionality such as call input, call dispatching, call status maintenance, base map, event notes, field unit status and tracking, and call resolution and disposition.
- 5.2.2 County Responsibilities. The County is responsible for procuring and maintaining the following CAD System hardware, software, and related services:
 - 5.2.2.1 Computing hardware, platform and systems capable of running the CAD server and client software per the CAD System Vendor's standard specifications for the version in use.
 - 5.2.2.2 CAD System firmware updates.
 - 5.2.2.3 Operating system (OS) software that runs on the CAD computing hardware, and appropriate licensing for the OS software.
 - 5.2.2.4 Centralized CAD software applications that run on the computing platform (server software).
 - 5.2.2.5 Applications that are licensed to the County as part of the System.
 - 5.2.2.6 Licenses to use the CAD software at dispatch stations/consoles, and the ongoing maintenance of that software.

- 5.2.2.7 Loading of the CAD software at dispatch stations/consoles.
 - 5.2.2.8 Display and input devices at the ECC and Disaster Recovery ("DR") sites.
 - 5.2.2.9 Printers at the ECC and DR sites.
 - 5.2.2.10 Access to web-based CAD end-user software that allows System Users to view CAD information.
 - 5.2.2.11 Installation of CAD client software on end user computer systems brought to the County's service location, and 24/7 on-call troubleshooting support for Members who load the CAD client software at their own fixed remote locations.
 - 5.2.2.12 Manage System User accounts to ensure System Users are able to access needed services and information, in accordance with approved security standards.
 - 5.2.2.13 Database maintenance to keep up to date incident type codes, priority codes, emergency response area/beats, response plans, and resource assignment tables.
 - 5.2.2.14 Written instructions for self-installation of CAD client software (as applicable) on one version each of up to three (3) operating system platforms (e.g., Windows, iOS, Android).
- 5.2.3 Member Responsibilities. Each Member is responsible for procuring and maintaining the following CAD System hardware, software, and related services:
- 5.2.3.1 Computing systems capable of running the CAD client software per the CAD System Vendor's standard specifications. This may include desktop or laptop computers, tablets or other computing devices.
 - 5.2.3.2 Internal testing of approved System modifications against Member-owned hardware and software.
 - 5.2.3.3 Installation of CAD client software at the Member's fixed locations (if agency chooses not to bring the systems to the County's service location).
 - 5.2.3.4 Printers at the Member's own locations.

5.3 Mobile Data System

- 5.3.1 The Mobile Data System provides an interface between the user of the CAD client software on mobile devices and the ECC, as well as an interface to field reporting software accessed by the mobile device. This system provides two-way data transfer regarding dispatched incidents. Types of data transferred include time at which the responding vehicle arrives and clears calls.

5.3.2 County Responsibilities. The County is responsible for the following Mobile Data System hardware, software, and related services:

- 5.3.2.1 Computing hardware platform (e.g., servers) on which the County-provided Mobile Data System software operates.
- 5.3.2.2 Mobile Data System server firmware updates.
- 5.3.2.3 Server/host-based CAD mobile data application software for the County-provided Mobile Data System, including maintenance of licenses and implementation of patches and updates.
- 5.3.2.4 Applications that are licensed to the County as part of the Mobile Data System.
- 5.3.2.5 Mobile data client software for Members, including maintenance of licenses. Maintenance of System User accounts to ensure System Users are able to access needed services and information.
- 5.3.2.6 Database maintenance to keep up to date incident type codes, priority codes, emergency response areas/beats, response plans and resource assignment tables.

5.3.3 Member Responsibilities. Each Member is responsible for the following Mobile Data System hardware, software, and related services:

- 5.3.3.1 Wireless connectivity service (e.g., commercial cellular data services) over which to transmit CAD and CAD-related data.
- 5.3.3.2 Wireless signal antennas and receivers/transmitters for computing devices, which may be built in or external to the device.
- 5.3.3.3 Client computing devices/hardware on which to run the Mobile Data System software that meet standard specifications established by the CAD System Vendor.
- 5.3.3.4 Security on Member-owned devices according to applicable state and federal security requirements.

5.4 **Wireless Data Security and Persistent Connectivity Service**

5.4.1 The Wireless Data Security and Persistent Connectivity Service encrypts CAD and Mobile Data information that is sent over commercial wireless services. The Wireless Data Security and Persistent Connectivity Service also maintains usability when the wireless service is unavailable and reconnects automatically when that service is again available.

5.4.2 Services by other than County

- 5.4.2.1 After submitting a written plan to the ECC Director and after receiving written approval of that plan from the ECC Director and the CAD Command Subcommittee, a Member may elect to provide wireless data security and persistent connectivity services

on its own, and/or to contract with entities other than the County to provide these services. This is applicable only to wireless data security and persistent connectivity services and will be known as "opting out" or "opt out".

- 5.4.2.2 A Member may choose to opt out of services for a subset of its System Users, for example, for only Law Enforcement personnel.
 - 5.4.2.3 Should a Member opt out, the ECC would remain the "first call for help" for that Member's System Users per section 5.4.3.6.
 - 5.4.2.4 A Member that opts out is responsible for all elements of the provision and maintenance of the wireless data security and persistent connectivity service except 5.4.3.6.
- 5.4.3 County Responsibilities. The County is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services for Members who do not opt out of having the County provide wireless data security and persistent connectivity service:
- 5.4.3.1 Acquisition of the service(s) and management of any necessary contracts.
 - 5.4.3.2 Working with the Members and State of Minnesota to transition from existing licenses and agreements.
 - 5.4.3.3 Distribution of client software (as needed) to subscribing Members, and maintaining licenses and updates for that software.
 - 5.4.3.4 Applications that are licensed to the County as part of the Wireless System.
 - 5.4.3.5 Maintenance of System User accounts to ensure that System Users are able to access needed services and information.
 - 5.4.3.6 "First call" troubleshooting of connectivity issues.
 - 5.4.3.7 Written installation standards/guidelines.
 - 5.4.3.8 Initial installation of client software on end user computing devices at the County's service location.
- 5.4.4 Member Responsibilities. Each Member is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services:
- 5.4.4.1 Allowing the County to push software updates to end user computing devices. This does not apply to Members that opt out.
 - 5.4.4.2 Management of wireless accounts to ensure that System Users are able to access needed services and information.

5.5 AVL System

- 5.5.1 An Automatic Vehicle Location (“AVL”) System, within the context of this Agreement, acquires vehicle location information via GPS signaling using an antenna and receiver in each vehicle. That location information is then transmitted by the Mobile Data System in the vehicle (via commercial wireless) to the ECC.
- 5.5.2 County Responsibilities. The County is responsible for the following AVL System hardware, software, and services:
- 5.5.2.1 Computing hardware platform (e.g., servers) on which the County-provided AVL System software operates.
 - 5.5.2.2 Server/host-based AVL application software for the County-provided AVL System.
 - 5.5.2.3 Applications that are licensed to the County as part of the AVL System.
 - 5.5.2.4 Interfaces between the AVL System and the CAD and Mobile Systems.
 - 5.5.2.5 Licenses for AVL System client software to be used on end user computing devices, and software maintenance, including updates.
 - 5.5.2.6 Written installation standards/guidelines.
- 5.5.3 Member Responsibilities. Each Member is responsible for the following AVL System hardware, software, and services:
- 5.5.3.1 Vehicle antennas and the installation of those antennas including cabling and other required hardware and services.
 - 5.5.3.2 GPS receivers (radios) and the installation of those in vehicles.
 - 5.5.3.3 Physical connections between the GPS receivers and the mobile data system computing devices (laptop, tablet) in the vehicles (if GPS is not built into the devices) and verification that GPS position data is being relayed to the device and mobile application.

5.6 End User Computing Devices

- 5.6.1 End user computing devices such as desktops, laptops and tablets provide a means to access and input CAD and Mobile Data information. End user computing devices may be handheld, connected to building networks or installed in vehicles.
- 5.6.2 County Responsibilities. The County is responsible for the following end user computing device hardware, software, and related services:
- 5.6.2.1 Providing and maintaining end user computing devices and associated operating system software for the end user computing devices at the ECC.

- 5.6.2.2 Informing Members of changes to end user computing devices that are driven by the System, i.e., Operating System compatibility issues.
- 5.6.2.3 First call troubleshooting for System software.
- 5.6.3 Member Responsibilities. Each Member is responsible for the following end user computing device hardware, software, and services:
 - 5.6.3.1 Providing and maintaining end user computing devices and associated software for use of Member personnel.
 - 5.6.3.2 Ensuring that end user computing devices and associated software that will be used to access the System comply with standard specifications established by the CAD System Vendor.
 - 5.6.3.3 Providing and maintaining all non-System related (third-party) software, hardware and peripherals on end user computing devices.
 - 5.6.3.3.1 Should any Member decide to install additional third-party software on, or alter the configuration of, its end user computing devices, it does so at its own risk. Members must provide staff capable of providing support for the preparation, installation, maintenance and upgrades of such additional software. The County will test additional software for compatibility with the System at the request of Members. Such testing will be charged to the requesting Member.
 - 5.6.3.4 Keeping operating systems, applications and web browsers on Member end user computing devices up to date by applying appropriate patches, updates and upgrades in a timely manner, and according to standards to be developed per section 10.

5.7 Fire Department Alerting

5.7.1 Definitions:

- 5.7.1.1 Fire **Department** Alerting means the process and method used by the ECC to notify an agency that a call for service exists. This process begins at the dispatch console when a call is received and continues through the System until the notification is received by any or all of the following means: the Fire Station Controller, a two-tone voice paging device, or a messaging device that receives email, text, SMS, etc.
- 5.7.1.2 Fire **Station** Alerting means the process and method used by the Fire Station Controller to disseminate the alert within the station (using peripheral devices such as speakers, lights, menu boards,

monitors, printers, etc.) that is received through the Fire Department Alerting process.

5.7.2 County Responsibilities. The County is responsible for the following:

- 5.7.2.1 Related to Fire **Department** Alerting services, the County will provide and maintain all necessary software and equipment (servers, routers, radio systems, two-tone paging systems, digital messaging systems, etc.) required at the ECC to operate a communications gateway that interfaces with the CAD System to generate and transmit messages/alerts to remote Fire Station Controllers and/or devices using both primary/secondary means of communications (existing data networks, radio systems, phone lines, etc.).
- 5.7.2.2 Related to Fire **Department** Alerting services at fire station locations, the County is responsible to provide and maintain a device (Fire Station Controller) to receive dispatched calls at each fire station that uses an alerting system.

5.7.3 Members Responsibilities. Each Member is responsible for the following:

- 5.7.3.1 **Fire Station Alerting** – each Member that utilizes Fire Station Alerting is responsible for providing and maintaining all connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert. Peripherals may include such items as speakers, lights, menu boards, monitors, printers, or any device that the Fire Station Controller communicates with in the fire station.
- 5.7.3.2 **Fire Department Paging** – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two-tone voice pages from the ECC.
- 5.7.3.3 **Fire Department Messaging** – each Member that utilizes fire department messaging (email, text, SMS, etc.) is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.

5.8 **Network Infrastructure**

5.8.1 A **Wide Area Network (WAN)** is a telecommunication network that covers a broad area.

- 5.8.1.1 The point of WAN demarcation between the County and a Member is the firewall system designated to support the CAD/Mobile Data/AVL/Fire Alerting System at the Member's location. Note: If a Member uses web-based access, a dedicated WAN connection to the ECC may not be required.

5.8.1.2 County Responsibilities

5.8.1.2.1 The County is responsible for procuring and maintaining secured WAN connections needed to support the System (for example, to the State).

5.8.1.3 Member Responsibilities

5.8.1.3.1 Each Member is responsible for procuring and maintaining any necessary secured WAN connections from their site(s) to the ECC in order to access the System.

5.8.1.3.2 Moves, additions, and changes to WAN connections that are initiated by a Member are the responsibility of that Member.

5.8.2 **Firewall systems** are used to help keep a network secure. The primary objective is to control the incoming and outgoing traffic by determining whether data packets should be allowed through.

5.8.2.1 County Responsibilities. The County will provide and maintain firewall systems for the ECC and backup ECC sites.

5.8.2.2 Member Responsibilities. Members who wish to have a dedicated WAN connection to the System must provide and maintain their own firewall systems at their locations.

5.8.3 **Routing systems** forward data packets between different types of networks, such as from WANs to LANs. For this System, routing services are required at the ECC and at the backup dispatch facility. The County is responsible for these systems.

5.8.4 **Local area network (LAN) infrastructure** consists of network cabling, local wireless (e.g., WiFi), and switching systems within a building.

5.8.4.1 County Responsibilities. The County is responsible for LAN infrastructure at the ECC.

5.8.4.2 Member Responsibilities. Each Member is responsible for LAN systems within the Member's own facilities.

5.8.5 **Antivirus services** protect operating systems and other software from malicious code.

5.8.5.1 The County and all Members are individually responsible to maintain antivirus services on all computing devices that access the System. Those antivirus services must meet all applicable state and federal requirements.

5.8.5.2 The County and all Members have the right to disconnect systems/hardware/devices found to be compromised in a way that poses an immediate threat.

5.8.6 **Authentication** is used to ensure that only authorized users may access the System.

5.8.6.1 Members must use authentication methods that comply with applicable state and federal security requirements.

5.8.6.2 Members are responsible for the costs to implement and maintain authentication.

5.9 Interfaces – these are software programs developed specifically to link other software applications to the System. For cost allocations, refer to section 8.

5.9.1 The entities named below will be responsible to ensure the identified interfaces or their replacements or version changes listed below operate according to applicable specifications.

5.9.2 County Responsibilities.

5.9.2.1 The County is responsible for **both “ends”** of the following interfaces:

5.9.2.1.1 Alphanumeric paging

5.9.2.1.2 ANI/ALI/E9-1-1

5.9.2.1.3 BCA LEMS

5.9.2.1.4 Apparatus move-up management (one-way data export out of System) [DECCAN Live MUM at the time of the original Agreement]

5.9.2.1.5 Fire Department/Station alerting (one-way from System to alerting application)

5.9.2.1.6 Knowledge Center (Emergency Management)

5.9.2.1.7 Pictometry

5.9.2.2 The County is responsible for the **County’s “end”** of the following interfaces:

5.9.2.2.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.

5.9.2.2.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement].

5.9.2.2.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement].

5.9.2.2.4 Law Enforcement Records Management Systems (one-way data export out of System).

5.9.2.2.5 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement].

- 5.9.2.2.6 Field Reporting (one-way data export out of System).
- 5.9.2.3 The County is responsible for ensuring that information from the System is transferred via the provided Interfaces.
- 5.9.2.4 The County will provide "First Call" troubleshooting of identified interfaces.
- 5.9.3 Member Responsibilities. Members are responsible for the **User/Member "end"** of the following interfaces:
 - 5.9.3.1 HazMat, pre-plan, and premise information, by those Members that use it.
 - 5.9.3.2 City of Saint Paul's locally developed Law Enforcement Records Management System, by the City of Saint Paul.
 - 5.9.3.3 Ramsey County Sheriff's Office Law Enforcement Records Management System, by Ramsey County Sheriff's Office.
 - 5.9.3.4 Law Enforcement Records Management System used by the cities of Roseville, Lauderdale, Falcon Heights, and North St. Paul.
 - 5.9.3.5 EMS RMS [Sansio ePCR at the time of the original Agreement], by those Members that use it.
 - 5.9.3.6 Field Reporting, by those Members that use it.
- 5.9.4 Protocol for changes to interfaces: when either the System or the linked application undergoes a modification (e.g., patches, updates and/or upgrades) that could affect the interface between the System and/or the linked applications, the Party that is identified as responsible for that interface under the terms of this Agreement must arrange for the necessary software modifications, and have all changes tested in a non-production environment prior to implementation in the production system. The County shall notify the Members at least 60 days prior to implementing changes to interfaces for which the County is responsible. A Member shall notify the County at least 60 days prior to implementing changes to interfaces for which the Member is responsible, and shall work with the County to coordinate and schedule the change in the production environment.
- 5.9.5 Troubleshooting problems due to interface changes is a joint responsibility of the Member and the County.
- 5.9.6 The County may charge for support services required due to changes to Member interfaces.

5.10 Responsible Use Policy

- 5.10.1 Execution of this Agreement by a Party is deemed to include agreement to comply with the provisions of this Responsible Use Policy ("Policy").

5.10.2 Data Privacy and Security

5.10.2.1 All Parties to this Agreement will:

5.10.2.1.1 comply with applicable federal and state statutes, regulations and agreements regarding data privacy and security;

5.10.2.1.2 not obtain, use, share or disclose Protected Data other than as permitted or required by law. For purposes of this provision, the term Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a;

5.10.2.1.3 implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Protected Data and prevent unauthorized use or disclosure by any Member or User;

5.10.2.1.4 if allowed under Minnesota Statutes chapter 13, report to the other Parties any known unauthorized use or disclosure of a Party's Protected Data or any security incident, as appropriate;

5.10.2.1.5 ensure that any agents or contractors with access to Protected Data agree to the same restrictions and conditions and implement reasonable and appropriate privacy and security safeguards imposed by this Agreement and applicable law;

5.10.2.1.6 make Protected Data available for amendment and incorporate any amendments as required and authorized by law;

5.10.2.1.7 make available the information required to provide an accounting of disclosures of Protected Data; and

5.10.2.2 If this Agreement is terminated as to any Party, all other Parties will either destroy or return the Protected Data of the terminating Party to the terminating Party and retain no copies of such data, if feasible, or if such destruction or return is not feasible, extend the protections of this Agreement to the Protected Data and limit further uses and disclosures of the Protected Data to those purposes that make the return or destruction of the Protected Data infeasible.

5.10.2.3 Each Party shall require all individuals who use the CAD and Mobile Systems to review and sign the System Users Agreement, attached to and made a part of this Agreement as **Exhibit 2**.

5.10.3 Records Retention

- 5.10.3.1 All Parties to this Agreement shall comply with all state and federal laws and regulations regarding the retention of public records, including but not limited to Minnesota Statutes §138.17.

6. Ongoing County Services

- 6.1 The County shall operate, manage, and maintain the System under the direction of the Director of the Ramsey County Department of Emergency Communications.
- 6.2 The County warrants that its initial and ongoing configuration of the System and provision of County services will be compliant with applicable privacy and security regulations, including CJIS and HIPAA requirements and standards.
- 6.3 Operational and Management Services. Under the supervision of the System Manager, the County will:
- 6.3.1 Establish and maintain a secure network.
- 6.3.2 Manage the System network servers, System software, databases, and network connectivity.
- 6.3.3 Manage and maintain test, training, and production environments for the System. The County will provide access to testing and training environments to Members upon request.
- 6.3.4 Test new patches, updates, upgrades and other modifications before they are applied to production systems.
- 6.3.5 Perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades.
- 6.3.6 If at any time configuration changes implemented by the County interfere with operation of the System, the County will correct the problem.
- 6.3.7 If software conflicts develop between System configuration changes required for the successful use of the System and end user software previously installed by a Member, the County shall work with the Member's staff to resolve the problem.
- 6.3.8 Maintain the System network in such a manner as to provide a minimum of 99.9% availability, except during such periods when downtime is due to circumstances beyond the control of the County or during scheduled downtime for maintenance/upgrades.
- 6.3.9 Maintain a system of frequent backups and data files in such a manner as to minimize System recovery time and prevent data corruption. The backup procedure will be in writing and approved by the CAD Command Subcommittee.
- 6.3.10 Monitor, maintain and troubleshoot network connectivity and cyber security issues in the System network.

- 6.3.11 Monitor performance to ensure adequate System resources and storage to handle peak traffic loads.
- 6.3.12 Manage System, Fire Department Alerting, Wireless Data Security and Persistent Connectivity Service vendor contracts with the County, to ensure continuous service.
- 6.3.13 Maintain and manage licenses for software described within this Agreement as part of the County's responsibility.
- 6.3.14 Coordinate maintenance upgrades with the CAD System Vendor and Members.
- 6.3.15 Manage the implementation of patches, updates and upgrades to the CAD System, including appropriate testing in a non-production environment prior to implementation.
- 6.3.16 Provide timely notices to the Members of System status changes, such as server maintenance, that will affect System availability or performance. Any planned System downtime will be scheduled during periods of light call traffic.
- 6.3.17 Install, configure, and maintain CAD client software, along with any other software required to maintain a secure connection to the CAD System. This excludes physical installation in in-vehicle systems, but includes remote maintenance.

6.4 Support Services (Maintenance, Helpdesk, Upgrades). The County will:

- 6.4.1 Provide support services as described herein during the hours identified below.
 - 6.4.1.1 Live technical support will be provided during regular business hours, which are defined as 8:00 AM – 4:00 PM Monday through Friday, excluding County-observed holidays. Refer to section 6.4.2 for response times for each "Priority Level".
 - 6.4.1.2 On-call technical support will be provided at all other times. Refer to 6.4.2, below, for response times for each "Priority Level".
- 6.4.2 Provide response to System issues/problems according to the following Priority Levels:
 - 6.4.2.1 Priority Level 1: Critical Priority, as described in the excerpt from the CAD System Vendor's Support Agreement, attached hereto and made a part of this Agreement as **Exhibit 3**.
 - 6.4.2.1.1 County Response to Priority Level 1: live telephone response within 30 minutes of initial notification.
 - 6.4.2.2 Priority Level 2: Urgent Priority, as described in **Exhibit 3**
 - 6.4.2.2.1 County Response to Priority Level 2: live telephone response within 1 hour of initial notification.

- 6.4.2.3 **Priority Level 3: High Priority, as described in Exhibit 3**
 - 6.4.2.3.1 County Response to Priority Level 3: live (non-automated) email response within 3 hours of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.2.4 **Priority Level 4: Medium Priority, as described in Exhibit 3**
 - 6.4.2.4.1 County Response to Priority Level 4: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.2.5 **Priority Level 5: Low Priority, as described in Exhibit 3**
 - 6.4.2.5.1 County Response to Priority Level 5: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.3 Provide technical support to System Users for System client software.
- 6.4.4 Establish and maintain County-owned CAD interfaces to Members' records systems, mobile data system networks, and local PSAP 911 premise equipment.
- 6.4.5 Load and configure Mobile Data client software at the County's location. If Member agencies choose not to bring the systems in to that location, the County will provide troubleshooting assistance for agencies that load Mobile Data client software at their own locations.
- 6.4.6 Perform troubleshooting, characterization, and documentation of System problems or anomalies and communicate findings to CAD System Vendor(s). Follow up with CAD System Vendor(s) as necessary to resolve problems.
- 6.4.7 Perform troubleshooting to address System User access issues and reports.
- 6.4.8 Provide technical assistance to System Users for local CAD interfaces.
- 6.4.9 Distribute information about changes to System User requirements (hardware and software) as the CAD System Vendor publishes those requirements to the County.
- 6.4.10 Notify Members of planned and unplanned System outages and reported issues via the following process:

6.4.10.1 Planned Outages

6.4.10.1.1 Initial email contact will be made with each Member's Operational Contact as soon as possible, giving the following information:

1. Portion of the System that will be down
2. Date and time of the outage
3. Reason for the outage
4. Estimated duration of the outage
5. Effect outage will have on Members' business operations
6. End User expectations

6.4.10.1.2 Two days prior to the planned outage a reminder email notification containing the same information will be sent to the Member's Operational Contact with details for their use, and to distribute within their agencies.

6.4.10.1.3 Immediately prior to the outage, ECC will make an announcement over the radio identifying the sub-system that will be taken down and instructing System Users to log off.

6.4.10.1.4 When the planned outage/upgrade is complete an announcement will be made over the radio informing System Users the portion of the System that was down is available for use, plus a follow up email will be sent.

6.4.10.2 Unplanned Outage

6.4.10.2.1 As soon as reasonably possible a radio announcement will be made and email contact will be made with each Member's Operational Contact giving the following information:

1. Identifying the portion or portions of the system that is/are down
2. When the outage began
3. Initial cause of outage, if known
4. Estimated duration of the outage.
5. Effect outage will have on Members' business operations

6.4.10.2.2 Periodic notifications will be provided as appropriate and/or when new information is available.

6.4.10.2.3 When the unplanned outage is resolved an announcement will be made over the radio and via

email informing System Users that the System is available for use.

6.4.10.2.4 Within two weeks of the resolution ECC will document the outage and resolution, and distribute this to the Operational Contacts.

6.4.11 Test System software patches, updates and upgrades before installation.

6.4.12 Plan for the installation of software updates and upgrades so as to minimize service disruptions to System Users.

6.4.13 Maintain the software configurations for the network security equipment.

6.4.14 Be responsible for initial troubleshooting of access issues from computers used for System access at Member sites.

6.4.15 Be responsible for initial (first call) troubleshooting of access issues from System Users' authorized mobile devices.

6.4.16 Update the GIS base map (layers, centerlines, street names, etc.) at a minimum quarterly.

6.4.17 Manage user access (adds, changes, etc.), notification data, and administrative information when notified by Members of such changes.

6.5 Disaster Recovery and Continuity of Operations Services

6.5.1 The County will provide and maintain Disaster Recovery (DR) and Continuity of Operations services for functions identified in **Exhibit 4**, attached hereto and made a part of this Agreement, in accordance with procedures established by the Department in consultation with the CAD Command Subcommittee.

6.5.2 In the event of a System failure that is not resolved through built-in redundancy and resiliency, an authorized ECC manager or designee will authorize a change over from the primary System to the DR system.

6.5.3 The County will configure the System so DR services are operational within two (2) hours after authorization to change over from the primary System to the DR system.

6.5.4 The County will provide personnel trained in how to implement a change over from the primary System to the DR system.

6.6 Training

6.6.1 The County will provide and maintain a Training Environment for the System.

6.6.2 The County will provide System User training as follows:

6.6.2.1 Initial training of System Users prior to go-live of the new System will be provided in a Train-the-Trainer mode. The County will provide training and training materials to individuals designated

by the Members. The trained Member personnel will then provide training to other Member System Users.

- 6.6.2.2 Mobile Data System training for System Users will take place at mutually agreed upon locations using Member-provided devices.
- 6.6.2.3 After go-live the County will update training materials as needed and make those available to Members.
- 6.6.2.4 After go-live the County will provide training on the System for Members' new hires.

6.7 Reports

- 6.7.1 The System Manager will provide a set of standard reports available from the CAD System Vendor.
- 6.7.2 Upon request the County will generate one or more export files, using standard fields and parameters and standard data export methods supported by the CAD System Vendor. The export file(s) will contain raw data so a Member may create its own reports using its own resources.
- 6.7.3 If a Member needs reports other than from these sources, the County may charge the Member for creating custom reports. Members may submit a fee refund request for charges for a custom report that becomes a standard report.
- 6.7.4 Open Database Connectivity ("ODBC") connections may be requested through and must be approved by the CAD Command Subcommittee. Members are responsible for software licenses and support of independent reporting tools.

6.8 Public Information Requests

- 6.8.1 The System Manager will assist Members in responding to data requests by providing the requested data that is in the System to the Member within a reasonable time from the request. Member(s) will be provided with a data export file containing the System data along with documentation of the data fields provided. It will be the Member's responsibility to respond to the data request and to filter, format, and redact data as needed to fulfill the public information request in accordance with applicable law.

7. Ongoing Member Responsibilities (see also section 5. System Operation: Responsibilities of the Parties)

7.1 Base Map:

- 7.1.1 Members will submit new information on property key holders (ownership/lease) and common place names for businesses in accordance with County established standards.
- 7.1.2 Members will notify the Department of changes to streets and all addresses at least quarterly.

7.2 Information Security/System Protection:

- 7.2.1 Members remain responsible for the protection of information they place on the System and connecting networks.
- 7.2.2 Members must comply with applicable federal and state statutes, laws, and regulations regarding data security.
- 7.2.3 Members must notify the System Manager as soon as possible of any security breach or known potential threat.
- 7.2.4 Members will ensure that any System User or third-party software does not interfere with System applications, network connections, or security.
- 7.2.5 Members will restrict access to the System to only those individuals who have received CAD training and are authorized to use the System.
- 7.2.6 Members will maintain current operating systems, applications, security software, web-browsers, and networked devices through patches, updates, and upgrades in compliance with section 10 of this Agreement.
- 7.2.7 Members will notify the System Manager as soon as possible but not later than the last day of employment when an employee with System access leaves employment.
- 7.2.8 Members will notify the System Manager as soon as possible but not later than the change of status or rank when an employee with System access has a change of status or rank that affects that individual's access privileges.

7.3 Testing and Training

- 7.3.1 Members shall test Member-owned interfaces, devices and software when planning internal hardware or software changes or changes to business processes that may affect the System, before putting such into use.
- 7.3.2 Members shall utilize the County's test environment for changes to two-way interfaces, firewalls or routers.
- 7.3.3 Members shall perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades of Member-owned interfaces, devices and software.
- 7.3.4 If at any time configurations implemented by a Member interfere with operation of the System or if software conflicts develop between software required for the successful use of the System and additional software installed by a Member, the County will charge the Member to correct the problem. Member staff must work with the County as requested to resolve the problem or remove the software.
- 7.3.5 Members will make their personnel available to attend System training, as appropriate.

7.3.6 When System upgrades or process changes that require training of System Users are to be implemented, the Members will train their own personnel using County-provided training materials.

7.4 Operational Contact

7.4.1 Each Member shall maintain an Operational Contact, and an alternate operational contact, as the primary persons who will receive technical notifications and provide technical coordination.

7.4.2 Within 30 days of the execution of this Agreement, Members shall provide Operational Contact information to the System Manager.

7.4.3 Members shall immediately notify the ECC of changes to Operational Contacts.

7.5 Reporting System Issues

7.5.1 During business hours, System Users must contact the CAD/Mobile/AVL Helpdesk via phone or email, and provide:

- 7.5.1.1 User's name
- 7.5.1.2 Agency name
- 7.5.1.3 Call back number
- 7.5.1.4 Number of users affected, if known
- 7.5.1.5 Brief description of the problem.

7.5.2 After business hours, System Users must contact the on-duty ECC Shift Supervisor and provide the same information listed above.

8. Cost/Payment

8.1 County Payments: The County will pay the following:

8.1.1 All costs for the initial implementation of the System as defined by the CAD budget approved by the County in Resolution #2012-313, including all related debt service, but excluding loading of non-CAD related software onto mobile devices.

8.1.2 Both initial and ongoing costs for both "ends" of the following interfaces

- 8.1.2.1 Alphanumeric paging
- 8.1.2.2 ANI/ALI/E9-1-1
- 8.1.2.3 BCA LEMS
- 8.1.2.4 Apparatus move-up management (one-way data export out of System) [DECCAN LiveMUM at the time of the original Agreement]
- 8.1.2.5 Fire Department/Station alerting (one-way from System to alerting application)

- 8.1.2.6 Knowledge Center (Emergency Management)
- 8.1.2.7 Pictometry
- 8.1.3 Both initial and ongoing costs for the **County's "end"** of the following interfaces:
 - 8.1.3.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.
 - 8.1.3.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement]
 - 8.1.3.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement]
 - 8.1.3.4 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement]
- 8.1.4 Initial costs only for the **County's "end"** of Law Enforcement Records Management Systems (one-way data export out of System)
- 8.1.5 Upgrades of the System software and hardware that are part of the CAD System Vendor's maintenance package and of County-owned interfaces will be paid for out of the System Investment Fund.
- 8.1.6 Upgrades of the System software and hardware that are not part of the CAD System Vendor's maintenance package must go through the Review and Approval Process set forth in section 9. System Modifications. Upon approval, upgrades of the System software and hardware and of County-owned Interfaces will be paid by the County out of the System Investment Fund.
- 8.1.7 Initial and ongoing costs for firewall systems at the ECC and DR sites.
- 8.2 Individual Member Payments.** Each Member will pay the following:
 - 8.2.1 The cost of Member-owned hardware, software, and application installation and maintenance not otherwise addressed by this Agreement.
 - 8.2.2 Costs for the provision of ongoing cellular or other wireless services to connect the Member's mobile devices.
 - 8.2.3 State data access charges for mobile wireless connectivity, which will be billed through by the Department.
 - 8.2.4 Fees for wireless data and persistent connectivity services.
 - 8.2.5 All non-recurring and recurring costs for encrypted WAN connections to the CAD/Mobile Data/AVL/Fire Station Alerting Systems. Costs for moves, additions, and changes to WAN services that are initiated by a Member are the responsibility of that Member.
 - 8.2.6 Initial and ongoing costs for firewall systems at Member locations.

- 8.2.7 Initial and ongoing costs of Fire Station Alerting connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert.
- 8.2.8 Initial and ongoing costs of Fire Department Paging – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two tone voice pages from the ECC.
- 8.2.9 Initial and ongoing costs of Fire Department Messaging (email, text, SMS, etc.) – each Member that utilizes fire department messaging is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.
- 8.2.10 Ongoing costs, including updates, for the **both “ends”** of the following software interfaces in all environments:
 - 8.2.10.1 Mobile Data software other than the County’s Mobile System, to be paid for by those Member(s) that utilize such software.
 - 8.2.10.2 Other interfaces to the System not otherwise provided for in this Agreement and not used by all Members, to be paid for by those Member(s) that utilize those applications, e.g. Law Enforcement Records Management System applications and Amanda.
- 8.2.11 Ongoing costs, including updates, for the **Member “ends”** of the following software interfaces:
 - 8.2.11.1 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.
 - 8.2.11.2 EMS Records Management System [Sansio ePCR at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.
 - 8.2.11.3 Field Reporting, with the costs to be paid for by those Member(s) that utilize the application.

8.3 Payments by All Members as a Group. All Members shall pay the following:

- 8.3.1 Forty percent (40%) of all costs for ongoing System operating, maintenance and technical and administrative support, minus any offsetting revenue that has been applied to the Members’ share in accordance with Section 8.7.
- 8.3.2 Each Individual Member’s share will be billed based on a three-year rolling average of the Member’s share of calls for service. The methodology for calculating the percentage of calls for service shall follow the same methodology described in the Dispatch Joint Powers Agreement article entitled Cost and Funding.
- 8.3.3 The Director shall prepare an annual CAD budget in consultation with the CAD Command Subcommittee. The CAD budget will then be presented to

the CAD Policy Committee for review. The CAD Policy Committee will then make a budget recommendation to the County Board. Members will receive written notification of their share of CAD operating costs as recommended by the CAD Policy Committee by June 1st.

- 8.3.4 If the County Manager recommends a CAD budget to the County Board that is not consistent with the recommendation of the CAD Policy Committee, the Director shall notify the members of the CAD Policy Committee prior to the County Board public budget hearings.
- 8.3.5 The County will notify the CAD Policy Committee of budget changes exceeding 5% of an adopted budget as soon as possible before adoption of the budget change.

8.4 Additional Members

- 8.4.1 Additional Members must “buy-in” to the System. Buy-in costs may include a share of the initial implementation costs, a share of the System Replacement and Investment Funds, any subsequent major investments, and any additional expansion required to support this Additional Member. Buy-in costs will be determined by the CAD Policy Committee at the time of a “buy-in” request.
- 8.4.2 After the initial “buy-in”, Additional Members will pay costs as an Individual Member and as one of the Members as a Group, as indicated within the applicable sections of this Agreement.

8.5 Payment for System Changes, New Interfaces and System Modifications (see also section 9)

- 8.5.1 System Modifications will be paid according to the cost allocation and funding mechanism approved under section 9.4. System Modifications that will be used by fewer than all the Members will be paid for by the Members that use it, including Members that add the System Modification after implementation.
- 8.5.2 Costs for changes to interfaces.
- 8.5.2.1 The County will pay for changes to interfaces necessitated by System Modifications. This includes incremental costs due to upgrades or other modifications up to a limit of 50% of the initial implementation cost for those interfaces, unless otherwise approved by the CAD Policy Committee.
- 8.5.2.2 Individual Members will pay for changes to interfaces necessitated by modifications to that Member’s environment or applications. This includes incremental costs due to upgrades or other modifications. The County may charge Members up to 50% of the initial implementation cost for modified interfaces for work performed or provided by the County, unless otherwise agreed to by the Member.

8.5.3 Unapproved change cost control. Costs for changes that are not approved according to section 9.1, and that are necessitated by changes by the County to the System or environment, or by changes by a Party to associated applications or interfaces, will be paid by the Party making the changes.

8.6 System Replacement and Investment Funds

8.6.1 CAD/Mobile/AVL/Fire Alerting System Replacement Fund ("System Replacement Fund")

8.6.1.1 The Parties will make annual contributions for eventual replacement of the System according to the contribution allocations set out in section 8.6.3 below. This amount will be \$350,000 in 2015 and increase each year thereafter by three percent (3%) or the Consumer Price Index for Urban Consumers, whichever is less. County and Member contributions will be suspended if the fund balance reaches \$10,000,000.

8.6.1.2 When determined appropriate after consideration of input from the CAD Subcommittee and the Director, the CAD Policy Committee shall recommend to the County Board that the Board initiate the replacement of the System, or a portion thereof, using the System Replacement fund.

8.6.2 CAD/Mobile/AVL/Fire Alerting System Investment Fund ("System Investment Fund")

8.6.2.1 The following will be used to determine the amount of the annual contribution to the System Investment Fund:

8.6.2.1.1 Hardware/Equipment replacement: The amount will be \$150,000 for 2015. Thereafter, the annual amount will be as determined by 8.6.2.2.

8.6.2.1.2 Ongoing System investments (investments not covered by software maintenance fees, e.g., upgrades, additional licensing, misc. software, expansion of functionality): the amount will be \$300,000 for 2015. Thereafter the annual amount will be as determined by 8.6.2.2.

8.6.2.2 The Director will develop forecasting models to ensure that the System Investment Fund is sufficient, but not over funded. The Director must present forecasting models and a proposed System Investment Fund funding goal to the CAD Policy Committee every two years for approval of the funding goal. The approved funding goal will be used by the Director when submitting the proposed CAD Operating Budget as required in section 8.3.

8.6.2.3 The CAD Policy Committee may transfer amounts between the hardware/equipment replacement and ongoing System

investment portions of the System Investment Fund, which are defined under sections 8.6.2.1.1 and 8.6.2.1.2

- 8.6.3 Contributions to the System Replacement and Investment Funds will be allocated to the County and the Members as follows: 60% will be paid by the County and 40% will be paid by the Members, divided proportionately according to the provisions of section 8.3.2.
- 8.6.4 The County will track the System Replacement and Investment Funds separately, showing line item balances and adding any interest earned on the fund balance. Interest earned on fund deposits will be credited toward County and Member contributions to the respective Replacement and Investment Funds according to the provisions of section 8.6.3.
- 8.6.5 If this Agreement is terminated or expires, any remaining money in the System Replacement and System Investment Funds will be distributed in proportion to the contributions of the County and the Members. Each Member's share will be determined by applying the percentages calculated under section 8.3.2.

8.7 Provision of System Services outside Ramsey County – “Fee for Services”

- 8.7.1 It is possible that Governmental Units (individually or in groups) [hereafter, “Entity” or “Entities”] outside of Ramsey County may request that the County provide CAD, Mobile Data and/or AVL services within their service areas.
- 8.7.2 In the event such an arrangement is requested, the Director will identify the potential advantages, disadvantages, costs, and fees proposed to be charged to the potential Entity/Entities, and report this information to the CAD Command Subcommittee.
- 8.7.3 The CAD Command Subcommittee will then examine the information and recommend for or against approval of the arrangement.
- 8.7.4 If the CAD Command Subcommittee does not recommend approval, the Director will so inform the requesting Entity/Entities and no further action will be taken.
- 8.7.5 If the CAD Command Subcommittee recommends approval, the Department will submit a proposed written agreement including service terms and fees to the requesting Entity/Entities.
- 8.7.6 If the requesting Entity/Entities agree(s) to the provisions of the proposed written agreement, the Director will take the request to the CAD Policy Committee, which will make a final decision as to whether to approve the agreement.
- 8.7.7 If the CAD Policy Committee approves the agreement, the Department will begin providing services according to the agreement upon final execution by the County and the requesting Entity/Entities.

8.7.8 After a “fee for services” agreement has been approved, the Department will track fees collected compared to actual costs on a semi-annual basis, and make adjustments as needed and as permitted by contract terms. Any necessary adjustments will be made via the County’s budgeting process.

8.7.9 Any revenues collected in excess of costs will be applied to System operating expenses according to the 60/40 contribution formula.

8.8 The County may only charge for services as expressly authorized in this Agreement, and at rates that are set in conjunction with the annual CAD budget process.

9. System Modifications Approval Process

9.1 Following initial System Implementation any Party to this Agreement may submit a request for a System Modification per the Review and Approval Process, below.

9.2 The Members as a group may submit a request for a System Modification that all will use per the Review and Approval process, below.

9.3 Review and Approval Process

9.3.1 The System Modification request will first be reviewed by the CAD System Manager to determine impact and cost implications.

9.3.1.1 Impact means an operational change would be required to implement the System Modification.

9.3.1.2 Cost means there would be an additional non-budgeted cost to implement the System Modification.

9.3.1.3 Upon determination of impact and cost implications, the System Modification request will proceed in accordance with the following System Modification Request Review and Approval Matrix:

System Modification Request Review and Approval Matrix

	BUDGETED COST	NON-BUDGETED COST
OPERATIONAL IMPACT - NO	Review and final approval by System Manager	<ol style="list-style-type: none"> 1. Review and recommendation by CAD Command Subcommittee 2. Final approval by CAD Policy Committee 3. Budget amendment by Director
OPERATIONAL IMPACT - YES	Review and final approval by CAD Command Subcommittee	<ol style="list-style-type: none"> 1. Review and recommendation by CAD Command Subcommittee 2. Final approval by CAD Policy Committee 3. Budget amendment by Director

9.4 No System Modification may be made to the System unless approved by the appropriate person or body as indicated in the matrix. Such approval must be in writing and shall describe the Modification, cost allocation, and the funding mechanism for initial and ongoing costs.

9.5 Upon implementation, the System Modification shall be subject to all of the provisions of this Agreement.

10. Establishment and Maintenance of Standards

10.1 Standards Establishment

10.1.1 The CAD Command Subcommittee is responsible to establish standards for System security, user equipment, and user training.

10.1.1.1 For each area of standardization identified by the Subcommittee to be addressed, ECC personnel, the CAD Operations Groups, and/or other technical resources shall develop draft standards for review and approval by the Subcommittee.

10.1.1.2 Any Party to this Agreement may submit suggested language for any standard under consideration or in revision to the Chair of the CAD Command Subcommittee or his/her designee. The Subcommittee will consider such suggestions in light of all Members' needs and capabilities, as well as the potential impact

on the functioning of the System and/or Members' business processes.

- 10.1.1.3 The CAD Command Subcommittee will review drafts, seek necessary clarifications and have each draft standard document revised until it meets the approval of the majority of a quorum of the Subcommittee.
- 10.1.1.4 Once a draft is approved, it will be circulated to the CAD Operations Groups and Members for review and further comment.
- 10.1.1.5 After review comments have been incorporated the CAD Command Subcommittee shall vote whether to approve the draft standard.
- 10.1.1.6 A standard, once approved by the CAD Command Subcommittee, shall be distributed to all Parties who shall thereafter comply with the approved standard.
- 10.1.1.7 Any Party to this Agreement may appeal a standard adopted by the CAD Command Subcommittee to the CAD Policy Committee.

10.2 Standards Maintenance and Modifications

- 10.2.1 The CAD Command Subcommittee will review each approved standard every two (2) years, after its initial approval, for potential updating or modification as necessitated by changes in technology or the needs or capabilities of the Parties.
- 10.2.2 Standards may also be modified whenever needed due to changes in operating procedures, software or hardware changes, changes in applicable law or other factors that affect System operations or functionality according to the process identified in section 10.1.

11. Dispute Resolution and Remedies

- 11.1 If a Member or the System Manager or the Director of the ECC has a dispute under this Agreement, that Member or the System Manager or the Director may bring that dispute forward for resolution according to the following process:
 - 11.1.1 Technical issues shall first be submitted to the System Manager for resolution. If the System Manager initiated the dispute resolution request or if technical issues submitted by others cannot be resolved by the System Manager, the matter shall be referred by the System Manager to the Director of the ECC. If the Director of the ECC and the disputing System Manager or Party cannot resolve a technical issue, the issue shall be forwarded to the CAD Command Subcommittee.
 - 11.1.2 Financial issues shall first be submitted to the Director for resolution. If the Director first identified the financial issue or if the financial issue cannot be

resolved by the Director, the matter shall be referred to the CAD Command Subcommittee. However, any financial issues that involve changes in the CAD operating budget shall be immediately submitted by the Director to the CAD Policy Committee for resolution.

- 11.1.3 Issues that do not fall into the two previous categories shall first be submitted to the Director for resolution. If the Director first identified the issue or if the issue cannot be resolved by the Director, the matter shall be referred to the CAD Command Subcommittee.
- 11.2 If the issue is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Command Subcommittee, the disputing System Manager, Director or Party may escalate the matter to the CAD Policy Committee.
- 11.3 If the matter is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Policy Committee, the disputing System Manager, Director or Party may appeal the decision of the CAD Policy Committee to the Ramsey County Board.
- 11.4 At any point in the process, the County or a Member may request mediation regarding the dispute. The Party requesting the mediation will be responsible for the costs of mediation. However any parties to the mediation may agree to share costs as part of a negotiated settlement.
- 11.5 Each Party maintains the right to pursue any remedy for material breach of this Agreement or System failure otherwise available at law or equity if the dispute is not resolved to the disputing System Manager, Director or Party's satisfaction using this process.

12. General Terms and Conditions

12.1 Term

12.1.1 This Agreement is effective as of the last date of execution by the County and eight Governmental Units, and thereafter will become effective as to other Governmental Units when each of the Governmental Units executes this Agreement. This Agreement will remain in effect through December 31, 2016 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

12.1.2 Thereafter, the Term shall automatically renew for one (1) year periods ("Renewal Periods"), up to a maximum of ten (10) Renewal Periods, subject to the termination provisions of section 12.2.

12.2 Termination and Withdrawal

12.2.1 This Agreement shall terminate:

12.2.1.1 upon the consent of the County and all Members, as evidenced by written resolutions of their governing bodies'; or

12.2.1.2 when necessitated by operation of law; or

12.2.1.3 as a result of a decision by a court of competent jurisdiction.

12.2.2 The County may terminate this Agreement on twenty-four calendar months' written notice of action of the County Board.

12.2.3 A Member may not withdraw from this Agreement during the Initial Term.

12.2.4 Following the end of the Initial Term, a Member may withdraw from this Agreement only at the same time it withdraws from the Dispatch Agreement. A Member may only terminate this Agreement at the end of a calendar year by action of its governing body and upon a minimum of twelve (12) months prior written notice to the other Parties to this Agreement.

12.2.5 A Member that withdraws forfeits any claim to any outstanding fund balance in the System Replacement and Investment Funds.

12.2.6 Withdrawal from this Agreement by a Member shall not constitute withdrawal by any other Member.

12.3 Indemnification and Insurance

12.3.1 Each Party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of other Parties to this Agreement or their employees, elected officials, and agents, or for any liability resulting therefrom. Each Party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.

12.3.2 The County agrees to maintain property insurance coverage throughout the Term of this Agreement, including the Initial Term and all Renewal Terms, on the ECC facility and all of the County-owned equipment.

12.3.3 The County and each Member waive all rights against the other Parties for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have had a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, or had or did not have an insurable interest in the property damaged.

12.4 Non-Assignability

12.4.1 No Party shall assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment or novation.

12.5 Compliance With Applicable Law

12.5.1 All Parties agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful

discrimination on account of race, color, creed, religion, national origin, gender, marital status, status with regard to public assistance, sexual orientation, disability, or age.

12.5.2 All Parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such Governmental Units, which are now or hereafter promulgated insofar as they relate to the Parties' performance of the provisions of this Agreement.

12.6 Data Practices

12.6.1 All data collected, created, stored, received, maintained or disseminated for any purpose in the course of any Party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

12.7 Management and Access to Data

12.7.1 Each Party shall manage all data the Party collects, creates, stores, receives, maintains, or disseminates. Access to a Member's data by another Member shall be in accordance with the Minnesota Government Data Practices Act and other applicable federal, state, and local laws and rules governing data privacy.

12.8 Audit

12.8.1 Until the expiration of six (6) years after the termination of this Agreement, each Party shall, upon written request of another Party, make available to the requesting Party, the State Auditor or the requesting Party's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices relating to this Agreement.

12.8.2 All parties will comply with and address audit findings.

12.9 Alteration

12.9.1 Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing in the form of an amendment and duly signed by all Parties.

12.10 Notice

12.10.1 Any notice required to be given by this Agreement shall be made by delivery by first class mail, postage applied, to the person holding the title and at the address identified on the Party's signature page.

12.11 Interpretation of Agreement; Venue

12.11.1 This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be

venued in the appropriate state or federal district court in Ramsey County, Minnesota.

12.12 Conditions Outside Control of a Party/Force Majeure

12.12.1 No Party to this Agreement can be held responsible for failure to perform as a direct result of events outside the control of the Party. For purposes of this Agreement, events outside the control of a party or Force Majeure means: acts of public enemies; strikes or lockouts; enforceable governmental or judicial orders; outbreak of war or insurrection, or acts of terrorism; riots; civil disturbances; earthquakes, floods, fires; explosions or other similar catastrophes or events not reasonably within the Party's control.

12.13 Severability

12.13.1 The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

12.14 Entire Agreement

12.14.1 This Agreement shall constitute the entire agreement among the Parties on the subject matter hereof and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date signed by all Parties.

RAMSEY COUNTY

Rafael Ortega, Chair
Board of County Commissioners

Bonnie Jackelen, Chief Clerk
Board of County Commissioners
Date: _____

Approved as to form:

Assistant County Attorney

Designee for receipt of notice:

Title: _____

Address: _____

CITY OF MAPLEWOOD

Authorized Signature

Mayor Will Rossbach

Date: _____

Authorized Signature

Chuck Ahl, City Manager

Date: _____

Designee for receipt of notice:

Name: Paul P. Schnell

Title: Police Chief

Address: 1830 County Road B East
Maplewood, MN 55109

Exhibit 1

Excerpt from the Joint Powers Agreement between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operation re: Policy Committee Membership

4.02 Membership

- a. If the Cities of Maplewood, Saint Paul, and White Bear Lake sign agreements to consolidate their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the Committee is to be made up of the following elected officials:
 1. The Ramsey County Sheriff
 2. Four members of the Saint Paul City Council
 3. The Mayor of the City of Saint Paul
 4. The Mayor or one member of the Maplewood City Council
 5. The Mayor or one member of the White Bear Lake City Council
 6. Two elected representatives of the other cities in Ramsey County that do not operate independent PSAP/Dispatch Centers and that sign agreements with Ramsey County to receive dispatching services from the Dispatch Center, to be selected in a manner to be determined by the involved cities.
- b. If either the City of Maplewood or the City of White Bear Lake does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by one. If both the City of Maplewood and the City of White Bear Lake do not sign agreement to merge their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by two.
- c. If the individual appointed to the Committee leaves the elected office, the public entity's elected officials will be responsible for appointing a replacement representative in a timely fashion.
- d. Committee members shall be appointed by the jurisdiction they represent for such period of time as determined by each jurisdiction.

Exhibit 2

System User Agreement

1. All users of the CAD, Mobile Data and AVL Systems ("System Users") have the responsibility to use these resources in a secure, efficient, effective, ethical and lawful manner.
2. The following policies, rules and conditions apply to all System Users.
 - 2.1 Each System User WILL:
 - 2.1.1 Use passwords and security devices provided at all times.
 - 2.1.2 Safeguard his/her password or passwords from discovery by others. System Users are responsible for all transactions made using their passwords.
 - 2.1.3 Assist in the duty to maintain the privacy and confidentiality of Protected Data. For the purposes of this Agreement, Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a.
 - 2.1.4 Comply with all software licenses, copyrights and all other state and federal laws governing intellectual property.
 - 2.1.5 Report any weaknesses in computer security, any incidents of possible misuse or violation of this System User Agreement to the proper authorities by contacting Chief Paul Schnell, 651-249-2602, paul.schnell@ci.maplewood.mn.us.
 - 2.2 Each System User will NOT:
 - 2.2.1 Install or use software programs or hardware devices that attach to the CAD System, the Mobile Data System and the AVL System that are not authorized by the Party that has permitted use by the System User.
 - 2.2.2 Download, install or run programs or utilities that create weaknesses in the security of the CAD System, the Mobile Data System and/or the AVL System.
 - 2.2.3 Attempt to access any data or programs contained on or accessible through the CAD System, the Mobile Data System and the AVL System for which he/she does not have authorization.
 - 2.2.4 Purposely engage in activity with the intent to: degrade the performance of the CAD System, the Mobile Data System and the AVL System; deprive an authorized System User access to a resource; obtain extra resources beyond those allocated; or circumvent security measures.
 - 2.2.5 Knowingly create, transmit, or store destructive programs (e.g., viruses and self-replicating code).
 - 2.2.6 Forward any communications that specifically prohibit dissemination, without permission of the originator.

2.3 Each System User understands that:

- 2.3.1 The County may monitor any and all aspects of the CAD System, the Mobile Data System and the AVL System to ensure compliance with the terms of this System User Agreement.
- 2.3.2 There is no expectation of privacy in anything the System User creates, sends or receives on the CAD System, the Mobile Data System and the AVL System.
- 2.3.3 The software and accounts are provided by the County only to assist System Users in performance of their legitimate job-related duties.

I, _____ of _____
acknowledge, by my signature below, that I have read and understand and agree to
comply with the provisions of this System User Agreement.

_____ Date: _____

Exhibit 3

TriTech Software Support Agreement

Following is an excerpt from the TriTech Software Support Agreement (pages 24-26). The remainder of the TriTech Software Support is incorporated herein and made a part of this Agreement by reference.

Inform CAD, Mobile, Browser, Interface, IQ, and GIS Link Response Matrix

If the Client wants an acknowledgement, a tracking number to validate Priority 3 and 4 issue submissions outside of business hours, such issues need to be entered via the web portal: Support@TriTech.com. When using the web portal, such acknowledgements are sent via automated e-mail within two (2) hours to the individual within the submitted ticket.

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> • Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of data & data corruption <p>This means one or more critical server components are non-functional disabling Inform CAD or Inform Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Services Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 2 – Urgent Priority	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Services Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>

Priority	Issue Definition	Response Time
Priority 3 - High Priority	<p>Normal Customer Services Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after hours.</p>
Priority 4 – Medium Priority	<p>Normal Customer Services Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units. This includes system administrator functions.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after Hours.</p>
Priority 5 – Low Priority	<p>Normal Customer Services Support: Cosmetic or Documentation errors, including Client technical questions or usability questions.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after hours.</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.</p>	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>
Priority 2 – Urgent Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.</p>	<p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.</p>
Priority 3 - High Priority	<p>TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.</p>	<p>TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech’s User base. Priority 3 issues have priority scheduling in a subsequent release.</p>
Priority 4 – Medium Priority	<p>If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.</p>	<p>TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.</p>

Priority	Resolution Process	Resolution Time
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

- A. Inform CAD:
 - a. The Inform CAD System is down and all workstations will not launch or function.
 - b. The Inform CAD System is inoperable due to data corruption caused by TriTech Software.
 - c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
 - d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
- B. Inform Mobile:
 - a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
 - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
 - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
- C. Inform Browser, Inform IQ and GISLink:
 - a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

- A. Inform CAD:
 - a. Inform CAD users are severely impacted due to one of the following conditions:
 - i. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
 - ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
 - iii. The inability to view/edit premise or caution note information.
 - iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - v. The system does not perform unit recommendations.
 - vi. Inability to assign a unit to an incident (using all available methods).
 - vii. Inability to change a unit's status (using all available methods).
 - viii. Inability to close an incident (using all available methods).
 - ix. Inability to view incident information needed to dispatch an incident (using all available methods).
- B. Inform Mobile:
 - a. Inform Mobile users are severely impacted due to one of the following conditions:
 - i. Inability to receive new requests for service from TriTech CAD (using all available methods).
 - ii. Inability to view incident information needed to dispatch an incident (using all available methods).
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. Inability to enter a traffic stop or on-view incident.
 - v. The inability to view premise or caution note information.
- C. Inform CAD/Mobile Interfaces:
 - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
 - b. An Inform CAD Paging Interface is down.
 - c. An interface used for personnel rostering is down.
 - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
 - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
 - f. An ANI/ALI interface repeatedly fails to process information into an incident.
 - g. An interface to an external rostering system used to logon units is down.

- h. An AVL interface fails to process updates for over 50% of units.
- i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
- j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.

D. Inform IQ, Browser and GISLink:

- a. There are no Urgent Priority (Priority 2) issues for these products.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Services Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover, and it is inoperable for more than one (1) business day, TriTech will work to resolve the problem.
 - A. Modifications to installed TriTech CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

Exhibit 4

Functions Supported by Disaster Recovery and Continuity of Operations Services

The following applications and functions will be maintained by the County in a Disaster Recovery Environment. This list can be amended through the process defined in section 9 "System Modifications Approval Process."

- TriTech Inform CAD
- TriTech Inform Mobile
- Fire Alerting
- Alphanumeric Paging Module
- RMS interfaces owned by the County

MEMORANDUM

TO: R. Charles Ahl, City Manager

FROM: Michael Thompson, City Engineer/Public Works Director

DATE: November 14, 2013

SUBJECT: Highway 36/English Street Interchange Improvements, Project 09-08

- a. Assessment Hearing, 7:00 p.m.
- b. Resolution Adopting Assessment Roll

Introduction

All property owners have been mailed a notice of the exact amount of their assessment, as well as notice that they must submit a written objection either at, or prior to, the hearing if they disagree with the assessment amount.

The city council should conduct the assessment hearing, receive any objections, refer those objections to the staff for action at the December 9, 2013 council meeting and consider approving the attached resolution adopting the assessment roll less those property owners who have submitted objections.

Background

This project is substantially complete and a portion of the funding comes from special assessments as authorized by Minnesota State Statute Chapter 429. Assessment rates for this project were set for each individual property based on a market value benefit appraisal as identified in the adopted feasibility study back in March of 2012.

At the October 28, 2013 meeting the council then ordered the assessment hearing to be held on November 25, 2013 for consideration of adoption of the roll.

Discussion

There are 25 assessable commercial parcels within the project area that total \$919,990.60. A copy of the proposed final roll is provided as a supplement to this report. All those properties being assessed are receiving street improvements and related betterments adjacent to their respective properties. The new bridges, ramps, and Highway work is paid mainly by Federal, State, County, City, and Watershed District dollars.

Assessment Objections Filed

As of November 15, 2013 staff has received the following objections to the proposed assessments:

- a. Parcel 10-29-22-32-0006 – Camada Limited Partnership (Vomela); 2354 English Street North: The property owner is objecting to the assessment for the following reasons:

“there is no benefit to the property from the project and the assessment is therefore a taking that violates the state and federal constitutions; the assessment is not uniform and therefore disproportionately burdens the subject property; the assessment exceeds any increase in the market value of the property resulting from the project; and that the assessment is for general, not special benefits, if any.”

- b. Parcel 09-29-22-41-0019 – Cramer Maplewood, LLC, 2385 English Street North
The property owner is “appealing this proposed special assessment as arbitrary and very unfair, as it does not take into account the now very small usable portion of land left after the land taken.”

Budget Impact

The proposed assessments supplement a portion of the city’s share of the project improvements. No budget impact results from this action.

Recommendation

It is recommended that the council hold the Assessment Hearing and then consider approval of the attached Resolution for Adopting Assessment Roll for the Highway 36/English Street Interchange Improvements, City Project 09-08.

Attachments

1. Resolution Adopting Assessment Roll
2. Objections
3. Assessment Roll
4. Assessment Map

**RESOLUTION
ADOPTING ASSESSMENT ROLL**

WHEREAS, pursuant to a resolution adopted by the City Council on October 28, 2013, calling for an Assessment Public Hearing, the assessment roll for the Highway 36/English Street Interchange Improvements, City Project 09-08 was presented in a Public Hearing format, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, the following property owners have filed objections to their assessments according to the requirements of Minnesota Statutes, Chapter 429, summarized as follows:

- a. Parcel 10-29-22-32-0006 – Camada Limited Partnership; 2354 English Street North
The property owner is objecting to the assessment for the following reasons: “there is no benefit to the property from the project and the assessment is therefore a taking that violates the state and federal constitutions; the assessment is not uniform and therefore disproportionately burdens the subject property; the assessment exceeds any increase in the market value of the property resulting from the project; and that the assessment is for general, not special benefits, if any.”
- b. Parcel 09-29-22-41-0019 – Cramer Maplewood, LLC, 2385 English Street North
The property owner is “appealing this proposed special assessment as arbitrary and very unfair, as it does not take into account the now very small usable portion of land left after the land taken.”

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. That the City Engineer and City Clerk are hereby instructed to review the objections received and report to the City Council at the regular meeting on December 9, 2013, as to their recommendations for adjustments.
3. The assessment roll for the Highway 36/English Street Interchange Improvements (Project 09-08) as amended, without those property owners’ assessments that have filed objections, a copy of which is attached hereto and made a part hereof, is hereby adopted. Said assessment roll shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
4. Such assessments shall be payable in equal annual installments extending over a period of 8 years, the first installments to be payable on or before the first Monday in January 2014 and shall bear interest at the rate of 4.5 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2013. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

5. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, but no later than December 25, 2013, pay the whole of the assessment on such property, with interest accrued to the date of the payment, to the city clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and they may, at any time after December 25, 2013, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
6. The city engineer and city clerk shall forthwith after December 25, 2013, but no later than December 26, 2013, transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the council on this 25th day of November 2013.

RECEIVED

NOV 14 13

CITY OF MAPLEWOOD

**CAMADA LIMITED PARTNERSHIP
274 Fillmore Avenue East
St. Paul, MN 55107**

November 11, 2013

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Karen Guilfoile
City Clerk
City of Maplewood
1830 County Road B East
Maplewood, MN 55109

Re: Notice of Objection by Camada Limited Partnership to Special Assessment on PIN
102922320006 in the Amount of \$29,600.00

Dear Ms. Guilfoile:

I am writing to inform you that Camada Limited Partnership objects to the City's proposed special assessment of the above-referenced property for costs associated with the Highway 36 and English Street project. The bases for our objection are the following: there is no benefit to the property from the project and the assessment is therefore a taking that violates the state and federal constitutions; the assessment is not uniform and therefore disproportionately burdens the subject property; the assessment exceeds any increase in the market value of the property resulting from the project; and that the assessment is for general, not special benefits, if any.

Sincerely,



Tom Auth

Larry R. and Kathleen M. Cramer
1928 Warbler Lane
St. Paul, MN 55119

November 15, 2013

City of Maplewood
Attn: City Clerk
1902 County Road B East
Maplewood, MN 55109

Re: Objection to pending assessment of \$29,568.00 for parcel
#092922410019, 2385 English St. N

Dear City Clerk and Council Members:

We own the subject property at 2385 English St. N. The proposed assessment couldn't possibly be correct. The property value of subject parcel has been devastated because the State and City of Maplewood CONDEMNED and took over 1/3 of our property last December. This action resulted in rendering most of the remaining part useless, except for the portion where we have a cell tower.

We are appealing this proposed special assessment as arbitrary and very unfair, as it does not take into account the now very small usable portion of land left after the land taken.

The portion of the remainder that is left of the land between the cell tower and the road right of way is a "small odd sized portion" left (City appraiser's own wording) that the City's own appraiser determined of little value by. Please refer to the condemnation documents and the City's own appraisal. If you do not have access to these documents, I can readily provide.

We no longer have the access to our property that we used to have from English Street before the condemnation. Only about a 30-foot road frontage on Gervais is of any value to provide access to the cell tower.

We do not agree that a special assessment of any kind is warranted for our parcel, as our property value has been decimated. Yet, the proposed special assessment is \$29,568 for “enhanced property value” as a result of the English Street improvements.

We ask that this special property improvement assessment be deleted on our property, as there certainly was no property value enhancement. Quite the contrary, our property value was severely reduced by this “English Street improvement” project. So, there is no logical basis for a special assessment based on this huge reduction to our property value.

Thank you for your thoughtful and considerate evaluation of our appeal, as a result of this project’s impact on our land.

Sincerely,



Larry R. Cramer

**City of Maplewood
Department of Public Works / Office of the City Engineer
1902 County Road B East, Maplewood, Minnesota 55109
Phone: 651-249-2400 Fax: 651-249-2409**

STATEMENT OF ASSESSMENT

**CITY PROJECT # 09-08: T.H.36 and English Street Interchange Improvements
Assessment Public Hearing Date – November 25, 2013 at 7:00 p.m.**

Note... This is the only statement of assessment that you will receive.

It is important that you read and fully understand your rights and obligations concerning this assessment as stated on the attached NOTICE OF ASSESSMENT.

The final assessment for **Parcel Identification Number (PIN) 092922410019** is as follows:
(Please refer to the PIN if calling or corresponding concerning this assessment statement.)

TOTAL ASSESSMENT for this parcel is \$29,568.00

Written objections to this assessment will be accepted by the City Clerk until the close of the assessment hearing. Absolutely no objections (oral or in writing) to any part of this assessment statement will be accepted by the City Clerk or the Maplewood City Council after the close of the assessment hearing.

ASSESSMENT HEARING DATE: November 25, 2013

PAYMENT AT THIS TIME IS OPTIONAL.

If you wish to make a payment, please detach the bottom portion and return it to the Office of the City Engineer with your payment. You may choose to make a full or partial (25% minimum) payment. No interest will be applied to payments received on or before December 25, 2013. The city will accept no more than two (2) payments up until the December 25th certification deadline date.

No payments will be accepted by the city after December 25, 2013, at which time all unpaid balances will be certified to Ramsey County for collection with property taxes.
(Payment options and financing requirements are established by MN State Statute 429)

NOTICE OF ASSESSMENT HEARING

H1, Attachment 2

NOTICE IS HEREBY GIVEN that the City Council of Maplewood, Minnesota, will meet in the council chambers of the Maplewood Municipal Building, 1830 County Road B East, Maplewood, Minnesota at 7:00 p.m. on Monday, **November 25, 2013** to hear all persons concerning the adoption of the assessment roll for **Public Improvement 09-08, T.H. 36 and English Street Interchange Improvements** and to adopt the assessment roll as presented or amended. This hearing is scheduled pursuant to Minnesota Statutes Chapter 429. The assessment roll as herein described is on file in the office of the city clerk. Questions regarding the assessment roll may be addressed to the office of the city engineer. The total amount to be assessed is \$ 919,990.60.

The general nature of the proposed improvement includes an English Street bridge over Highway 36, entrance/exit ramps, a new Bruce Vento Regional Trail bridge over Highway 36, and improvements to the local street system including the reconstruction of the Highway 61/County Road B intersection and local roads. **The properties to be assessed for improvements are:**

PIN #	Address	PIN #	Address	PIN #	Address
092922130014	2416 Maplewood Dr N	092922410019	2385 English St N	102922320003	0 Gervais Ave E
092922140010	1259 Gervais Ave E	092922410025	1255 Viking Dr E	102922320004	2390 English St N
092922140011	0 Gervais Ave E	092922410026	1261 Viking Dr E	102922320006	2354 English St N
092922340002	2228 Maplewood Dr N	092922410029	1285 Cope Ave E	102922320017	0 Viking Dr E
092922410002	0 Gervais Ave E	092922420001	1140 Gervais Ave E	102922320018	0 Cope Ave E
092922410003	1195 Viking Dr E	092922420004	1167 Viking Dr E	102922320020	2370 English St N
092922410004	1175 Viking Dr E	092922420005	1175 Viking Dr E	102922320022	0 Gervais Ave E
092922410005	1211 Viking Dr E	092922420010	1145 Viking Dr E		
092922410007	0 Highway 36 E	092922430049	2280 Maplewood Dr N		

Persons who wish to be heard or to object with reference to this matter may present their cases at this hearing, either orally or in writing. **No appeal may be taken as to the amount of any assessment adopted unless a written objection signed by the property owner is filed with the city clerk prior to the assessment hearing or presented to the presiding officer at the hearing.**

An owner may appeal an assessment to district court pursuant to M.A. Section 429.081 by serving notice of the appeal upon the mayor or city clerk of the City of Maplewood within thirty (30) days after the adoption of the assessment and by filing such notice with the district court within ten (10) days after service upon the mayor and city clerk.

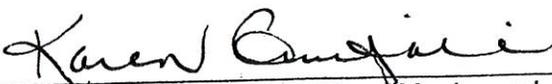
Under provisions of Minnesota Statutes Section 435.193 to 435.195 the city may, at its discretion, defer the payment of assessments for homestead property owned by a person not less than 65 years of age or homestead properties for persons retired by virtue of a certified permanent and total disability for whom it would be a hardship to make the payments. The council may also defer any homestead underdeveloped or undeveloped properties for which it would be a financial hardship to pay the assessment. The procedures for applying for such deferment are available from the office of the city engineer.

The following information shall also apply:

1. The property owner shall have the right to prepay the entire assessment. Your assessment may be paid without interest from November 26, 2013 through December 25, 2013 to the **City of Maplewood** at the Department of Public Works, 1902 County Road B East, Maplewood, Minnesota.
2. Partial prepayment of the assessment has been authorized by ordinance. Partial payment, if made, should be a minimum of 25% of the levied assessment amount.
3. The rate of interest to be accrued, if the assessment is not prepaid within the required time period, is proposed to be 4.5 % commencing on the date of adoption by the city council and running for 8 calendar years for commercial properties.
4. The amount to be specially assessed against your property is shown on the attached public improvement *Statement of Assessment*.

This is an important hearing because this is your last opportunity to be heard on the matter of this assessment, which affects your property. If you have any questions regarding this assessment, please call the Engineering Department at 651-249-2400.

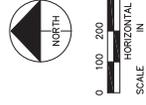
Sign language interpreters are available. You must request this service at least 96 hours in advance. Call 651-249-2001 to make arrangements.


Karen Guilfoile, City Clerk, City of Maplewood, Minnesota

Publish: Maplewood Review November 6 and 13, of 2013

**Highway 36/English Street Interchange Improvements
City Project 09-08
Final Assessment Roll**

ParcelID	Building Number	Street	Property Owner	TOTAL ASSESSMENT	code
092922130014	2416	Maplewood Dr N	Genuine Parts Company	\$89,991.00	
092922140010	1259	Gervais Ave E	Land Of Lakes Properties Llc	\$37,917.00	
092922140011	0	Gervais Ave E	Goff Homes Inc	\$29,403.00	
092922340002	2228	Maplewood Dr N	Rogers And Naomi Inc	\$11,800.00	*
092922410002	0	Gervais Ave E	Scott K Smith	\$14,850.00	
092922410003	1195	Viking Dr E	Three D Sac Self Storage Lp	\$57,048.00	
092922410004	1175	Viking Dr E	Chad B Sauer	\$6,152.00	
092922410005	1211	Viking Dr E	Scott K Smith	\$21,600.00	*
092922410007	0	Highway 36 E	Bbd Investments Inc	\$12,936.00	
092922410019	2385	English St N	Cramer Maplewood Llc	\$29,568.00	
092922410025	1255	Viking Dr E	Aa Metcaif Moving Storage Inc	\$31,200.00	*
092922410026	1261	Viking Dr E	Maplewood Business Center Inc	\$65,637.00	
092922410029	1285	Cope Ave E	Bbd Investments Inc	\$112,900.00	*
092922420001	1140	Gervais Ave E	Second Harvest Heartland	\$91,500.00	*
092922420004	1167	Viking Dr E	Soukup Realty Ip	\$27,684.00	
092922420005	1175	Viking Dr E	Chad B Sauer	\$13,842.00	
092922420010	1145	Viking Dr E	University Auto Prop Llip	\$33,374.60	
092922430049	2280	Maplewood Dr N	Menard Inc	\$42,900.00	
102922320003	0	Gervais Ave E	Jay T Langer	\$38,400.00	*
102922320004	2390	English St N	Jay T Langer	\$14,900.00	*
102922320006	2354	English St N	Camada Limited Partnership	\$29,600.00	*
102922320017	0	Viking Dr E	Summit Community Bank	\$25,608.00	
102922320018	0	Cope Ave E	Summit Community Bank	\$20,196.00	
102922320020	2370	English St N	Truck Utilities And Mfg Co	\$34,584.00	
102922320022	0	Gervais Ave E	Jay T Langer	\$26,400.00	
				\$ 919,990.60	
* ASSESSMENT AMOUNT HAS BEEN ADJUSTED BASED ON SPECIAL BENEFITS APPRAISAL (3/01/2012)					



2605 UNIVERSITY AVE. SUITE 208B
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 444-1197
FAX NO. (651) 444-5116

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MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Shann Finwall, AICP, Environmental Planner

DATE: November 19, 2013

SUBJECT: Approval to Purchase Recycling Carts for the City's Residential Recycling Program

Introduction

On September 9, 2013, the City Council approved a contract with Tennis Sanitation, LLC, for City-wide residential recycling. The Contract extends recycling collection with Tennis for two more years (2014 and 2015). The contract specifies that recyclables will continue to be collected curbside in the City's existing recycling bins, with language in the contract that will allow the City to convert to recycling carts (either contractor or City-supplied carts) at any time during the term of the contract. This memorandum describes the next steps to the conversion of the City's recycling program to the collection of recyclables in carts.

Background

Ramsey County Recycling Grant Award

Since the approval of the recycling contract in September, the City has been awarded a \$100,000 grant for the purchase of recycling carts through the Ramsey County Public Entity Reduction and Recycling Program. The program provides funding for innovative programs that increase source reduction and residential recycling efforts. The grant agreement is based on the City's grant submittal which requested the funding in order to offset the cost of recycling carts and decrease the fee charged to residents. All grant-funded work must be complete within two years of the grant award.

Ramsey County awarded Maplewood the maximum amount of grant funding allowed in the program, \$100,000. Priority was given to Maplewood's grant application to purchase recycling carts due to the fact that it demonstrated a strong plan to sustain the activities after grant funds were exhausted and was shown to be an innovative approach to increasing recycling participation and rates while keeping recycling rates low. The benefits of the City purchasing recycling carts over the lease of carts were outlined in the grant submittal and attached to this report for the City Council's review (Attachment 1).

Contract Scenarios

The recycling contract includes language which will allow the City to convert to recycling carts during the term of the contract. The two recycling cart scenarios negotiated with Tennis include:

1. **City-Supplied Recycling Carts** - If the City purchases recycling carts, Tennis proposes no increase to recycling rates, remaining at \$1.75 per household per month for a two-year extension (2014 and 2015) with the possibility of two additional one-year extensions. The cost estimate for the cart purchase is \$553,000 (including taxes and distribution). To cover the cost of the carts the City would need to charge a fee to residents estimated at \$.75 per household per month. Additionally, the City will capture 70 percent of the

revenue earned for any increases in tonnage of materials collected with the use of recycling carts over tonnage collected that month in 2012 with the use of recycling bins. Revenue share for 2014 was conservatively estimated at \$31,372.

With the \$100,000 Ramsey County grant award, the City's cost for carts is reduced to \$453,000. The reduction in cart cost would decrease the recycling rate fee of \$.75 per household per month to approximately \$.61 per household per month to cover the cost of the carts.

No contract language or amendments would be needed with City-purchased carts. The contract would continue for two years as described above.

2. Contractor-Supplied Recycling Carts - Tennis proposed to supply recycling carts for Maplewood residential properties with at least a four-year contract. Cost of the contract would be \$2.50 per household per month for the first two years of the contract (2014 and 2015) and \$2.75 per household per month for two additional years (2016 and 2017).

The contract would need to be amended with contractor-supplied carts. The amendment would extend the contract for an additional two years, ending in 2017.

Resident Feedback

City staff published a recycling article in the June edition of the City Newsletter. The article recommended that residents contact staff to offer comment and feedback on the conversion of the City's recycling program to recycling carts. Since that time staff has received 42 e-mails and telephone calls from residents (Attachment 2). A majority of the residents commenting are supportive of the conversion to recycling carts, even if it means a slight increase in recycling rates.

Cart Purchase

Staff negotiated pricing with two cart manufacturers through the HGAC BuyBoard Cooperative Purchasing. The negotiations reflected that Otto Environmental Services could supply the City with the best pricing for recycling carts; with Tennis distributing and managing the carts for the term of the contract. The estimate is based on the purchase of 12,775 carts (595 – 95 gallon, 9,452 – 65 gallon, 2,728 – 32 gallon). Cost for carts is \$466,092.80 (including freight and RFID installation, not including taxes). Cost of distribution is \$53,016.25 (\$4.15 per cart). Total cost of carts and distribution is estimated to cost \$553,000 (including taxes). The \$100,000 Ramsey County grant award will reduce the City's initial cart cost to \$453,000. The reduction in cart cost would decrease the recycling rate fee of \$.75 per household per month to approximately \$.61 per household per month to cover the cost of the carts.

Environmental and Natural Resources Commission Review

Staff updated the Environmental and Natural Resources (ENR) Commission on the recycling contract and cart scenarios during their November 18, 2013, meeting. The last time the Commission reviewed the issue was in January during Tennis' annual review. The ENR Commission recommended that the City convert its recycling program to City-purchased recycling carts. The Commission indicated that the financial aspect of City purchased carts makes the most sense economically. They also stated several environmental reasons for City-purchased carts including: 1) The City will be able to collect more recyclables with the increased recycling storage space in the carts; 2) The City can choose its own cart, which will be manufactured with 50 percent post consumer waste product; 3) The City's ownership of the

carts will ensure that the carts will continue to be used in the City's recycling program throughout the life the cart.

Budget Impact

The conversion of the City's recycling program to the collection of recyclables in recycling carts will require an increase in the 2013 recycling rates by an estimated \$.61 per household per month for City-purchased carts to \$.75 per household per month for contractor supplied carts.

Recommendation

Consider the conversion of the City's recycling program to the collection of recyclables in recycling carts as follows:

1. City purchased carts with the Ramsey County Public Entities grant funding \$100,000 to offset the cost of the carts. Under this scenario the recycling contract continues for two years at a cost of \$1.75 per household per month with the City receiving 70 percent cost share for recycling tonnage over that collected with bins. The City owns the carts and Tennis or future contractors would store, maintain, and manage the cart inventory.
2. Contractor-supplied carts with Tennis Sanitation, LLC, rolling out carts to the City's residential properties. Under this scenario the contract would have to be extended for an additional two years, ending 2017, at a cost of \$2.50 per household per month for the first two years and \$2.75 per household per month for the remaining portion of the contract. No revenue share. The City leases the carts from Tennis as part of the contract, with the carts being removed once the contract ends. Under this scenario the contract would need to be amended to extend the contract for an additional two years, ending 2017.

Attachments

1. Benefits of City-Purchased Recycling Carts
2. Resident Comments on the City's Recycling Program

Benefits of the City Purchasing Recycling Carts Rather Than Leasing Carts

1. *Cost Savings*
 - a. The hauler's cost to finance carts is higher than the City's borrowing rate.
 - b. The City will pay for the carts over 7 years and the carts will last 10 to 20 years.
 - c. The hauler fully depreciates the carts during the contract term (4 years in the case of Tennis' contract).
 - d. Maplewood has a Memorandum of Understanding with Otto that will allow us to purchase carts at the 2012 rate. The MOU expires at the end of 2014. The City will never be able to match this price again.
 - e. Maplewood will receive \$100,000 from Ramsey County to purchase the carts.
 - f. Maplewood will receive approximately \$31,372 in revenue share per year (based on cart pilot project and Foth estimates).

2. *Continuing Cost Upon Contract Extensions or Renewals -*
 - a. If the City leases carts, Maplewood residents will pay higher than market costs related to carts that have already been fully depreciated – paying for the full cost of the carts with each new contract.

3. *Control of Hauler Performance –*
 - a. The City is able to terminate a contractor for poor performance without the threat of the contractor removing their carts.
 - b. City-owned carts make it easy to quickly contract with a new hauler.

4. *Choice of Cart Appearance and Quality -*
 - a. The City, not the hauler, determines what cart is purchased, the color, the markings, and the quality.

5. *Control of Subsequent Bids –*
 - a. If the current hauler owns the carts they have a significant cost advantage in new bids compared to other bidders who would have to buy all new carts.
 - b. It will be difficult to replace the current hauler in a new bid, regardless of the City's dissatisfaction with their service.

6. *City Branding –*
 - a. Having the City's name/logo imprinted on the cart helps promote the City's sustainability goals.

7. *Lowest Total Cost of Ownership -*
 - a. When required to include carts in its collection bid price, the only incentive to the hauler is to find the cheapest cart available, regardless of cart quality or long term durability.
 - b. The less the hauler pays for the carts, the lower their collection bid price will be or the higher their profit.

8. *Innovative Approach to Recycling -*
 - a. There are 16 cities in Ramsey County. Nine of those cities collect recycling in a single-sort method. Of those nine cities, Maplewood is the only City that collects single-sort recycling in a bin.

- b. Ramsey County has awarded the City of Maplewood \$100,000 for the purchase of recycling carts because it is an innovative approach to a City's recycling program.
 - c. The City of Maplewood is in the best position to purchase recycling carts, as we have already gone through the process with the purchase of trash carts.
 - d. Maplewood will again be seen as a leader in this new and innovative approach to the management of solid waste.
9. *Interchangeable Parts -*
- a. Otto recycling cart parts will be interchangeable with the City's trash carts, making management of the carts easier.
10. *Cart Management -*
- a. Tennis and all future contractors will store, manage, and repair the City's carts in the same fashion that Allied Waste/Republic Services does for the City's trash carts.
11. *Environmental Aspect of Owning Carts -*
- a. The City will be able to collect more recyclables with the increased recycling storage space in the carts.
 - b. The carts will be manufactured with 50 percent post consumer waste product.
 - c. The City's ownership of the carts will ensure that the carts will continue to be used in the City's recycling program throughout the life the cart.

Maplewood Recycling Cart Comments Received from Maplewood Residents
July through September 2013

Supportive of Recycling Carts

Telephone Calls Received

1. Sharon Boekhoff, 3069 Susan Court North. Even a \$1 increase per month would be worth it. If it is a windy day there is junk in the street. I live in a townhome. The cart would take up the same footprint as a bin. Space wise it wouldn't be a big issue. We've talked about it and the pilot project is a no brainer.
2. Janice Johnson, 3089 Chisholm Court North. Had another bin delivered so she could separate recyclables back in the dual sort days. She still sorts to keep the bins more orderly. If the bins are full the bins are heavy to carry. As she gets older that will be a problem. She is good about washing out the bin, but sometimes there is still scent in there and it attracts critters. I don't like to put the bin out the night before if it is raining. That makes the bin and materials heavier which is harder on the driver. When it is windy things blow down the street. Her brother lives in Minnesota City and they have carts for recycling. It would be much better if the city purchased the carts. We are long overdue. More people will recycle.
3. Chris Hetland, 2587 Flandrau Street. Carts would be good for residents. Residents would find that they would recycle more rather than throw stuff away because there isn't enough room in the bin. It will reduce litter with the use of the carts. Very beneficial to city residents. Even with a slight increase in recycling rates if it is a few more dollars. Living in a different city prior to Maplewood they had carts, and now they are back to bins. He thought most cities have graduated to carts. Also, glad the City streamlined garbage.
4. Dave Arnold, 570 Marnie Street. Has three red bins. If there is any type of wind everything gets blown away. I am willing to pay extra for the carts. When will we see the new carts. City purchase carts seems to make the most sense. Pleased to pay the \$.75 per month.
5. Kathy Melander, 458 South Sterling Street. Husband was volunteer fire fighter. Would love to have the covered carts. She spends every single Friday picking up all of the recyclables that blew away from neighbor's bins. She has adopted a park – Vista Hills. If people had more capacity and if it was covered it would not be flying all over. Her children live in Cottage Grove and they have carts and love it. Our neighborhood would be very supportive. Supportive of increase in rates to cover cost of carts. It is nice to have one truck now with the new trash system. We are saving money.
6. Matt Ledvina, 1173 Lakewood Drive South. Cars would be more sanitary and allow more capacity for recyclables. When your bin is overflowing – some people trash the materials. Neighborhood

cleanliness. Even with slight increase in rates. With our substantial decrease in trash service, willing to pay slight extra for a higher level of recycling. Storage issues could be a problem.

7. Jack Flarherty, 735 Mary Street North. Wouldn't mind Maplewood purchasing recycling carts or any carts for that matter. It would reduce litter. We are stuck with these stupid little bins. I don't recycle that much because the material blows away. You can only fit some recyclables in the bins. I do support the carts, but think the City should eat the 75 cents.
8. Dean Simonet. Lived in North St. Paul and appreciated when they switched to the carts because it is easier to wheel to the curb and things don't blow away. With the city owning carts it would be a better deal. Nobody likes an increase in their bill.
9. Sue Ogren and Naomi Anderson. Supportive of carts. They are easier to move.
10. Charles Deitz, 1775 Clarence Street. Carts can become a problem delivering the mail. Automated arms have a problem. Use of carts is a good idea. A good wind picks up and it causes litter. I would not have anything more than I currently do. I like the idea of one trash company going up and down the street. So does his cat – who hates trash trucks. It worked better.
11. Janice Hoppe, 1675 County Road C. Janice purchased her own wheeled cart. She had called Tennis prior to the purchase and they said they would pick up recyclables in that cart. Her cart prevents the recyclables from blowing away on windy days, keeps items dry. The City should switch to carts.

Voicemails Received

12. Jill Clark, Minnehaha. All for carts. Now that we don't sort there is not enough room in the bins. The material blows out and gets wet.
13. Pat Martnuchi (sp?), 1570 Sterling Street. Had carts in North St. Paul and loved them. Hopeful Maplewood supplies its resident's carts.
14. Danielle Laraser (sp?). The recycling bins stink. The city needs to get carts. My bin is cracked and broken. I have so much recycling I have to place some in bags at the curb. It is hard for seniors to get the bins to the curb. Carts would be easier to roll to the curb. More people would recycle if we had carts.
15. Marlene Mayor. In support of carts. Need to get rid of the bins. You have my vote.
16. Kathy Engel, 444 Marnie. It is about time the city switches to recycling carts. We have so much recycling there is not enough room in the bins. It is a real hassle.

E-mails Received

17. Jared Savela, 1116 County Road C East. I just read in the Maplewood monthly about a recycling cart pilot program that has been going on for the past year. I am thrilled to find out that this may become a city wide program. Almost every week, our recycling tote gets full a few days before the

recycling is taken away. Once it gets full, we just throw away any additional recyclable products because it is too much of a hassle to try to stack it nearly or find other boxes/bags to put it in. When the tote is very full, it is more difficult to bring it down to the street for collection. I strongly support the use of recycling carts in Maplewood.

18. Dale and Alice Jo Carlson, 1513 Gervais Avenue. We would love to have recycling carts instead of bins. We have two bins and they are overflowing every week. If it's windy, there are recycled materials all over the neighborhood. If there was a 37% increase in the test area, think of what that would mean city-wide. Please expand the program to include the whole city!
19. Veronica Vail. I'd just like to share that I think implementing the recycling carts would be an excellent change. I've only lived in Maplewood for 2 years now but previously I lived in Vadnais Heights and they switched to the carts several years ago. When I lived out there we would completely fill our recycling cart and our trash bin would be only half full. So many people waste items that could be recycled due to the lack of space in the smaller recycling bins (me included). Our recycling bin is usually overflowing. Having the carts would in my opinion be a great success for Maplewood.
20. John P. Krebsbach, 1917 Furness Street. I read the article, "Recycling Cart Pilot Project a Success!" in the current issue of Maplewood Monthly. I strongly encourage the City to convert to the 65 gallon recycling carts for all residents. We recently moved from Saint Paul Park where we used Tennis Sanitation's 65 gallon carts for a number of years. It is a much more convenient and effective way to recycle! Thank you for your consideration.
21. Dave Klepperich, 756 Belmont Lane East. I was just flipping through the Maplewood Monthly newsletter for August and saw the story on the recycle cart study on page 3. We just moved into the City of Maplewood from Little Canada about 18 months ago. We had recycling carts in the area where we used to live. While I wholeheartedly support recycling in any form, I can tell you the cart is one of the things I miss the most – for exactly all of the reasons cited in the article. We had a 32-gallon cart for recyclables, but it was generally more than we needed for a three-person family...plus the footprint in the garage was almost exactly the same as the bin that had preceded it. If you should ever need additional volunteers to test carts, our family has our collective hand eagerly raised. Thank you for the study and publishing the results! We look forward to the possibility of recycling carts in the (hopefully near) future!
22. Claudia and Dick Baldwin, 929 Connor Avenue East. Just to let you know, my husband and I would greatly appreciate having recycling carts. We always have far more recycling than garbage and usually have to make two or even three trips to the curb with our recycling bins on recycling day. We would very much support switching to carts!!
23. Annette Huot-Link. I am writing to add my opinion of the cart vs. bin discussion for Maplewood. I would love to see Maplewood switch over to carts. The bins are messy, hard to carry, and never fit all the recycling we have. Every household should have as much recycling as trash because so much is now recyclable. That means we need bigger recycling units to hold all our recyclables. My only

question is why is the 65 gallon cart the only size being considered? I would prefer the smaller, 35 gallon, cart. This allows for more room for recycling and the other benefits of a cart over a bin, but does not take up so much space in our garage. Thanks for your work with this project and change for the better!!

24. Matthew Marek. I read about the recycling carts in the Maplewood monthly newsletter and think they are a great idea. We have two recycling bins, and will often fill up both. A cart is a great idea. Plus, how can you argue with the increased recycling rates!?
25. Debbie Kruse, 2680 New Century Place East. I received my Maplewood Monthly today and read the story about the recycling cart pilot project. I remember seeing the 65 gallon carts in some of the Maplewood neighborhoods. I live on New Century Pl E in the southern end of Maplewood, near Woodbury. I would like to see the recycling carts in our area. On more than one occasion I have seen the recycling bins tip in the wind, and everything is all over our street. I needed to chase some of our trash, just last week. We have 2 bins some weeks because of size and we do have a lot of recyclables.

I do hope to see the 65 gallon recycling carts available to families that need them, throughout the city of Maplewood.

26. Jennifer & Tim Buechele, 2428 Oakridge Lane East. As residents of Maplewood for the last 4 years, I would like to voice our support and excitement for the proposal to change to recycling carts in Maplewood. Since my husband and I have moved in our biggest issue with the recycling program in Maplewood was the fact that we had to use the small bins rather than larger carts. We frequently do not have enough room in our bin to include all the recycling that we have for one week. Changing to bins would make it much more convenient and easier to store our recycling as well as provide much more room.

I hope that residents of Maplewood could at least have the option of having a cart over the current bins, if the decision is not made to move to the carts completely.

27. Diane Swenson. We have used these in Arizona and really liked them. There is no rain on your recycling and the wind doesn't blow paper all over the neighborhood. Love them.
28. Hannah Peterson. I saw the article in the Maplewood Monthly newsletter about the recent recycling cart pilot. I think it is a great idea and my family is all for switching to carts.
29. Michelle and Scott Creer, 2563 Haller Lane East. We are extremely excited to hear that the Recycling Cart Pilot Project was a success for the households participating. We hope that this program can be implemented throughout the city of Maplewood.

We are avid recyclers, and our 18-gallon bin is always overflowing. We continually struggle to find space for all of our recyclables and to prevent them from blowing into the yard.

We think this cart would be very beneficial for all residents in many ways:

- a. It would increase participation in recycling. As the pilot project results showed, this cart increases resident's participation in recycling by 37 percent.
- b. It will keep our streets looking nice on recycling day, because it will keep the recyclables out of sight and contained within a closed cart. Currently, our streets look cluttered with all of the boxes, bins, and paper bags on the side of the curb.
- c. It will prevent litter from being deposited in our yards and neighborhoods on stormy/windy days.

We truly hope City Council will push for the use of these carts throughout Maplewood. We fully support this initiative. Thank you.

30. Mike and Stacie Hafner. My wife and I are looking forward to the possibility that Maplewood will be changing direction with the recycle containers. We put our red crate out every Tuesday and anticipate a rolling cart will be easier to handle.

This is certainly premature, but if the city takes the next step, do you think there will be any chance of multiple sizes, similar to our trash container?

31. Kurt Thompson, 1821 Manton Street. Hello! I'm writing to respond to the recent write up in the Maplewood city news letter concerning the recycling cart pilot project. I'd like to add my two cents if I may. My family was not part of the project but would whole heartily like to see it implemented in the city of Maplewood! As of now our family puts out at least 3-4 recycling containers each week and they are usually very full if not overflowing. I believe if we would have one of those rolling 65 gallon carts it would be a lot easier and more beneficial to our needs. I have noticed that in our neighborhood we have an average of 2 containers per household. I just thought I would give you my take on this situation. Thanks for the great work you and the city does for its citizens!

32. Cindy LaVan (and husband), 2321 Dahl Ave. Was just reading the Maplewood Monthly today and saw the information regarding recycling carts vs. bins for Maplewood residents. As a resident, I wholeheartedly support the plan. We recycle a lot, and have to haul out at least two bins every week. We would LOVE to have a roll-to-the curb cart, and also feel it would be better for the drivers, workers, who have to physically throw everything into the trucks now.

Our only question is, will carts mean fewer jobs since the truck will now probably be able to lift everything as the garbage trucks currently do?

Thank you for considering our opinion and for any answer to our question you can provide

33. Claire Terrones. I just wanted to voice my thoughts on how great it would be to have cart recycling! I live on McKnight Rd and so often the cars go by fast and blow the recycling right out of my bin with a gust of wind. We got sick of picking our recycling up out of the yard, so we purchased a rolling

trash bin from the store... so wonderful! I can wheel everything down in one trip and we recycle so much more (with the red bins once it was full, I often just started throwing stuff in the trash).

Hope the city moves forward with recycling carts for all.

34. John Linc Stine, 1398 Myrtle St N. I am writing to express my support for expanding the use of recycling carts. My household weekly waste volume is consistently 25-50% less than my weekly recycling volume and I am on the smallest waste receptacle available. I agree with comments expressing the benefits of recycling cart use that I read in the August 2013 City of Maplewood newsletter article about the pilot program. You have my support and I would willingly pay for this service, which I believe would increase recycling citywide, reduce nuisance concerns, and improve my handling of recyclables.
35. Pat Tressman, 2427 Barclay Street. I am wondering where the City is in its consideration to supply recycling carts to all residents of Maplewood. I am located in the area that was not part of the pilot project. However, I know several of my friends who live on the west side of highway 61 and rave about the ease of wheeling their recycling carts to the curb. Since I am still carrying my bins back and forth from the garage to the curb, I can see how a cart makes recycling more convenient. There's a cost associated with carts, I am sure, which must be considered. But can you give me any indication if there's a plan to go forward on this? Or is it still under study? What is the status?
36. Tom Kinning. We think a cart recycling program would be a great idea. As it is now we put out multiple totes and bins including paper grocery bags filled with newspapers. Most weeks the recycling bins are to the point of overflowing. When the weather happens to rain or is windy it can be a deterrent to put out our recyclables. A cart would eliminate the fear of our recyclables flying all over the neighborhood.
37. Andy Nordquist, 2474 Timber Court East saw the little write up on the recycling cart pilot project and the request for comments. I'd like to share mine. We move to Maplewood from South St Paul just about 3 years ago. In SSP, we had large recycling carts (I think maybe the 90 gallon) that were collected every two weeks. I was shocked when we came to Maplewood to see small bins, collected weekly. For me there are a couple issues that the bins create:
 - a) Open to elements. If windy, you can bet there are milk cartons/pop cans/etc blowing out of the bins and into the neighbors yard/down the street. It looks bad, is bad and if for no other reason, I would hope this could be the stimulus for the use of carts.
 - b) Size. I can hardly fit a week's worth of recycling for a family of 5 into the bin. We try to recycle as much as possible and some days I end up choosing to not recycle because of lack of space.
 - c) Weekly recycling. We moved into the city at a time where there was the trash debate and the desire to limit the number of big trucks on the streets and that whole debate. I am uneducated on the topic and it is only a guess, but I would have to think that an every-other week recycling

schedule would help reduce wear on the streets, gas usage, noise pollution. As someone who was opposed to the idea of the city taking over my choice of garbage haulers, I accepted the idea since it is the better plan for our environment. I would have to assume the city would make the same type of choice for the recycling program.

Having a cart at my previous home, I've never thought about the negatives on the program. I'm assuming things like storage of the carts (they take up more space), cost of providing carts are factors. But for me, to drive down the street and see two carts sitting next to each other, waiting to be collected, rather than one trash cart and an over flowing bin of paper, milk containers and cans, half of which is out in the street, would be a much better view.

38. Pat Tressman, 2427 Barclay Street. I am wondering where the City is in its consideration to supply recycling carts to all residents of Maplewood. I am located in the area that was not part of the pilot project. However, I know several of my friends who live on the west side of highway 61 and rave about the ease of wheeling their recycling carts to the curb. Since I am still carrying my bins back and forth from the garage to the curb, I can see how a cart makes recycling more convenient. There's a cost associated with carts, I am sure, which must be considered. But can you give me any indication if there's a plan to go forward on this? Or is it still under study? What is the status?

39. Richard Erwin, 2075 Edgerton Street. We have outgrown our red tote for recycling some time ago and have been putting any overflow recycle in the trash bin. It does not make any sense to me to have to do this and we could virtually eliminate the trash cart altogether if we had a recycle cart large enough to suit our needs. What plans have been implemented to supply residents with the proper recycling containers so that we don't have to continue putting recyclables in the trash?

Not Supportive of Recycling Carts

Telephone Calls Received

1. Charles Rohrbach, 2048 Duluth Street. Not in favor because of the number of carts sitting around. Right now the garbage cart is in garage. I don't recycle enough to fill a cart. A cart for me would be useless. We don't fill the bin. A lot of the people don't fill the bin. It is convenient now not to sort. I currently place my bin under the picnic table. Some people don't recycle at all. Keep Tennis for two years with the bins. Tennis is doing a good job. You should do a study to see how many people really need a cart. There could be some push back from residents. In the winter time when people have to pull out the carts in the snow it will be difficult.
2. Claudette Leonard, 2627 Duluth Street. We only have a 30 gallon trash cart. There are only two of us. We have small garages. We don't have any room to store a trash container. We take responsibility so nothing blows around. Do they have bins with covers? When they put 65 gallon how. Size of the cart. Where do you expect people to put this? Twin home. Do not want the city supplied carts because they would buy them.

Voicemail Received

3. Suzanne Stolte (sp?), 2528 Schaller Drive. Adamantly opposed to carts. All of my neighbor's trash carts are stored outside of their garage. With an additional cart there will be more carts left outside. The codes aren't enforced now. There are just two of us at my house. We don't recycle that much. If we do get carts I will start storing my cart outside also and I will start hiding recyclables in my trash cart.

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MEMORANDUM

TO: Chuck Ahl, City Manager
FROM: Karen Guilfoile, City Clerk
DATE: November 20, 2013
SUBJECT: Approval of Resolution for 2014 Annual Liquor License Renewals for Club, Off-Sale, On-Sale, and Wine

Introduction

All city issued liquor licenses are due to expire on December 31, 2013. The following license holders have been notified of the renewal requirement and are eligible to be renewed contingent upon the receipt of their completed license renewal application, required fees and insurance policies.

Budget Impact

None

Recommendation

It is recommended that Council approve the Resolution for 2014 Annual Liquor License Renewals for Club, Off-Sale, On-Sale, and Wine

Attachments

1. Resolution for 2014 Annual Liquor License Renewals for Club, Off-Sale, On-Sale, and Wine

RESOLUTION
2014 ANNUAL LIQUOR LICENSE RENEWALS FOR CLUB, OFF-SALE, ON-SALE AND WINE

RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, RAMSEY COUNTY, MINNESOTA, that the following On-Sale, Off-Sale, Club and Wine Liquor Licenses, having been previously duly issued by this Council, are hereby approved for renewal for one year, effective January 1, 2014, with approvals granted herein subject to satisfactory results of required Police, Fire, health inspections, and required documentation submitted:

Off-Sale 3.2 Beer Licenses

Cub Foods #30244 100 County Road B West	Rainbow Foods #8861 2501 White Bear Avenue
Cub Foods #31264 2390 White Bear Avenue	SuperAmerica #4022 1750 White Bear Avenue
Maddie's Market 1690 McKnight Road North	SuperAmerica #4089 11 Century Avenue South
Maplewood Kwik Mart 2150 McMenemy Street North	

Off-Sale Intoxicating Liquor Licenses

A1 Liquor 19 Century Avenue North	Merwin Liquors 1700-D Rice Street
Big Discount Liquor 2515 White Bear Avenue	MGM Liquor Warehouse 2950 White Bear Avenue
Costco Wholesale #1021 1431 Beam Avenue East	Party Time Liquor 1835 East Larpenteur Avenue
Cub Discount Liquor 100 West County Road B	Princess Liquor 'n Tobacco 2728 Stillwater Road
Heritage Liquor LLC 1347 Frost Avenue	Sarrack's Int'l. Wine & Spirits 2305 Stillwater Road
Maddie's Liquor 1690 McKnight Road North	White Bear Liquor & Wine 2223 White Bear Avenue
Maplewood Wine Cellar 1281 Frost Avenue	

On-Sale 3.2 Beer Licenses

Chipotle Mexican Grill
3095 White Bear Ave North

On-Sale Club License

Maplewood Moose Lodge #963
1946 English Street

On-Sale Intoxicating Liquor Licenses

5-8 Tavern & Grill
2289 Minnehaha Avenue

Acapulco Restaurant
3069 White Bear Avenue

Aramark
2350 Minnehaha Avenue East

Bleachers Bar & Grill
2220 White Bear Avenue

Buffalo Wild Wings 3085
White Bear Avenue

Champps of Maplewood
1734 Adolphus Street

Chili's Grill & Bar #224
1800 Beam Avenue

Chipotle Mexican Grill #224
2303 White Bear Avenue

Downtown Lav 52 Km
3030 Southlawn Dr. N

Freddy's Tiki Hut
1820 Rice Street North

Goodrich Golf Course
1820 North Van Dyke

Guldens Roadhouse
2999 North Highway 61

Huey's Saloon
2425 North Highway 61

Jake's City Grille
1745 Beam Avenue East

McCarron's Pub and Grill
1986 Rice Street N

Myth
3090 Southlawn Drive North

Olive Garden #1200
1749 Beam Avenue

Osaka Sushi & Hibachi
1900 County Road D E

Outback Steakhouse
1770 Beam Avenue

Red Lobster #0283
2925 White Bear Avenue

Stargate Dance Club
1700 Rice Street, Suite J

T.G.I. Friday's #0472
3087 White Bear Avenue

The Dog House Bar & Grill
2029 Woodlynn Avenue East

The Ponds at Battle Creek
601 Century Avenue South

On-Sale Wine/Strong Beer Licenses

Bambu Asian Cuisine
1715-A Beam Avenue

Noodles & Company
2865 White Bear Avenue

Taste of India
1745 Cope Avenue East

MEMORANDUM

TO: R. Charles Ahl, City Manager

FROM: Michael Thompson, City Engineer / Public Works Director

DATE: November 18, 2013

SUBJECT: Approval of Agreement for Suburban Representation Selection Process to the Board of Water Commissioners

Introduction

The City of Maplewood and the Board of Water Commissioners for SPRWS entered into an agreement dated October 30, 1996 for the provision of water service by the Board to properties within the City of Maplewood. The Cities of Falcon Heights, Lauderdale and West St. Paul have also contracted with the Board for the provision of their water services.

These four suburban cities are represented by two seats on the Board of Water Commissioners. The attached Agreement stipulates how the two seats will be filled by the four municipalities.

Discussion

If approved by all member cities, which is expected, the City of Maplewood would have a permanent seat on the Board while the other three suburban communities would rotate in three or four year durations on the second seat.

Maplewood's current representative for the City is Mayor Will Rossbach. The Council should discuss the possibility of appointing a representative to fill the new permanent seat.

Budget Impact

None

Recommendation

It is recommended that the city council approve the attached Agreement for Suburban Representation Selection Process to the Board of Water Commissioners.

It is further recommended that the council authorize the mayor and city manager to sign the agreement signifying council approval. Minor changes to the amendment can be made if reviewed and approved by the City Attorney.

Attachments

1. Agreement for Suburban Representation Selection Process to the Board of Water Commissioners

**AGREEMENT FOR SUBURBAN REPRESENTATION SELECTION
PROCESS TO THE BOARD OF WATER COMMISSIONERS**

This agreement, made and entered into as of this ____ day of _____ 2013, by and between the Cities of Falcon Heights, Lauderdale, Maplewood, and West St. Paul, municipal corporations under the laws of Minnesota (hereinafter referred to as "Suburban Cities").

WITNESSETH:

WHEREAS, the Board of Water Commissioners (hereinafter referred to as the "Board"), is a municipal corporation organized under the 1885 Laws of the State of Minnesota, Chapter 110, which laws originally provided for a five (5) member governing commission; and

WHEREAS, the Saint Paul Charter Commission and Saint Paul City Council have authorized that the composition and governance of the Board of Water Commissioners be enlarged and changed so as to allow for representation by suburban municipalities that have contracted with the Board for the provision of water services, as more fully explained in Saint Paul City Council Resolution No. 96-1365, which is attached hereto as Exhibit "A"; and

WHEREAS, prior to January 1, 1998, the Board of Water Commissioners consisted of five total members: three (3) Saint Paul City Council members appointed to two (2) year terms by the Mayor of Saint Paul, and two (2) at-large Saint Paul citizen members appointed to four (4) year terms by the Mayor of Saint Paul; and

WHEREAS, in a contract with the City of Maplewood for the provision of water services, Maplewood and the Board agreed to enlarge Board membership to six total members with the additional member representing the City of Maplewood, as more fully explained in the following (Article I, Section 3):

In accordance with the terms of the proposed amendment to the Saint Paul City Charter the Maplewood representative on the Board of Water Commissioners will be a resident of the City of Maplewood appointed by the Mayor and City Council of Maplewood and who shall serve for a term of four (4) years. The appointment by Maplewood will be made by January 1, 1998. In the event of a tie vote on any issue, the Mayor of Saint Paul shall be considered an ex officio member of the Board with the right to vote to break the tie vote; and

WHEREAS, in Article 1, Section 4 of the same Maplewood Agreement, the Board agreed to seek to enlarge the Board membership to seven total members in the event that other suburban cities enter into similar agreements with the Board, as more fully explained in the following:

In the event that at least three (3) additional suburban cities enter into agreements with the Board that are similar to this Maplewood Agreement, Water Board membership will be expanded to seven (7) members. The two (2) non-Saint Paul resident members will thereafter represent all of the suburban cities, including Maplewood.

In the event that the total of residential accounts plus commercial and industrial accounts (excluding auto-fire accounts) of communities outside the City of Saint Paul and served by agreements similar to this Agreement exceed forty-three percent (43%) of the total Board's accounts, the number of Saint Paul appointees will be changed to four and suburban representation to three; and

WHEREAS, the Cities of Falcon Heights, Lauderdale and West St. Paul have executed agreements similar to the Maplewood Agreement, and therefore are entitled to seek and expand Board membership to a total of seven members in order to increase the suburban representation on the Board; and

WHEREAS, the parties to this Agreement are desirous of jointly and cooperatively developing a plan to select the present and future suburban representatives to the Board of Water Commissioners; and

WHEREAS, the parties have previously entered into a ten year agreement for representation on the Board, said agreement dated September 16, 2002; and

WHEREAS, the parties now wish to extend for an additional ten year period said agreement with new terms for representation.

NOW, THEREFORE, the parties hereto do hereby jointly agree to the following:

**SECTION I.
GENERAL PURPOSE**

It is the general purpose of the parties to this agreement to jointly and cooperatively develop a plan to appoint the original suburban representative(s) to the Board of Water Commissioner and to select replacement representative(s) for appointment following the term expiration(s) of the original representative(s) or in the event that a suburban representative is unable to complete a term,

**SECTION II.
SELECTION OF SUBURBAN REPRESENTATIVES TO
THE BOARD OF WATER COMMISSIONERS**

The parties agree that the two suburban representatives shall be selected on the following basis and according to the following terms:

1. The two suburban seats shall be designated as Seat A and Seat B.
2. The City of Maplewood shall appoint a representative to the Board, designated as Seat A, and said appointee shall serve as desired by the Maplewood City Council throughout the term of this agreement.
3. The second suburban representative shall be designated as Seat B, and shall

consist of two three -year terms and one four-year term with the first term commencing January 1, 2014 and ending December 31, 2016.

Representation on Seat B shall be rotated among the suburban representatives in the following order:

- a) West St. Paul (2014 – 2016)
 - b) Lauderdale (2017 – 2019)
 - c) Falcon Heights (2020 – 2023)
4. The parties agree that in the event an additional suburban community enters into a Water Service Agreement similar to those agreements executed by and between the Board and the cities of Falcon Heights, Lauderdale, Maplewood and West St. Paul, that this agreement may be amended to include any such additional communities, which communities shall be subject to the same terms and conditions as the original communities. Maplewood hereby acknowledges that should additional cities join, Seat A may not remain an exclusive seat for Maplewood.
 5. Vacancies – the parties agree that a vacancy on the Board of Seat B shall be filled by the City currently holding the appointment and shall be for the period remaining in the three year term.
 6. Duration –the parties agree that the term of this Agreement shall continue until December 31, 2023, unless otherwise amended as provided herein.
 7. Amendment – the parties agree that this agreement may be amended upon such terms and conditions as may be mutually agreed to in writing by all of the suburban communities currently represented on the Board of Water Commissioners at the time of amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf respectively as of the day and year first above written.

FORM APPROVED:

CITY OF FALCON HEIGHTS

BY: _____
City Attorney

BY: _____
Mayor

BY: _____
City Administrator

CITY OF LAUDERDALE

BY: _____
City Attorney

BY: _____
Mayor

BY: _____
City Administrator

CITY OF MAPLEWOOD

BY: _____
City Attorney

BY: _____
Mayor

BY: _____
City Manager

CITY OF WEST ST. PAUL

BY: _____
City Attorney

BY: _____
Mayor

BY: _____
City Manager

LL

ORIGINAL

Ordinance # _____

Green Sheet # 34726

ORDINANCE
CITY OF SAINT PAUL, MINNESOTA

39

Presented By Dirk Hume

Referred To _____ Committee: Date _____

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An ordinance enacted pursuant to Minnesota Statutes, Section 410.12, Subdivision 7, amending Section 15.03 of the Saint Paul City Charter.

The Council of the City of Saint Paul Does Hereby Ordain:

Section 1

That in accordance with the authority granted to the City Council pursuant to Minnesota Statutes Section 410.12, Subdivision 7, and upon the recommendation of the Saint Paul Charter Commission, Section 15.03 of the Home Rule Charter for the City of Saint Paul be and is hereby amended to read as follows:

Sec. 15.03. Board of water commissioners.

There shall be a board of water commissioners composed of six (6) members appointed as follows: The mayor shall appoint with the approval of the council three (3) members who shall be members of the city council for terms to coincide with their elected terms of office and two (2) members who shall be resident citizens of Saint Paul who hold no other city office or city employment. The sixth (6th) member who shall be a resident citizen of a suburb served by the board's water system to be appointed in the manner provided for in the water extension agreement with the suburb(s). All citizen members shall serve for a term of four (4) years. A citizen member appointed to fill a vacancy shall serve for the unexpired term. In the event of a tie vote on any issue before the board the mayor of Saint Paul shall be considered an ex officio member with the right to vote to break the tie vote. The council may provide for an additional citizen board member to be appointed as provided for in the water extension agreements with the suburbs.

The board shall elect bi-annually from its membership a president, and vice-president. The board may make bylaws, rules and regulations for its government not inconsistent herewith, subject to the approval of the city council. The compensation of the board, if any, and the compensation of all officers and employees, shall be fixed by the city council.

9-1996-2-06

96-1365
34726

1 There shall be a board of water commissioners composed of five
 2 {5} members appointed by the mayor and approved by the council.
 3 Three {3} members shall be members of the city council and serve
 4 terms to coincide with their elected term of office. Two {2}
 5 members shall be resident citizens of Saint Paul who hold no
 6 other city office or city employment. Each shall serve for a term
 7 of four {4} years, except that one of the two {2} members first
 8 appointed shall serve for a term of two {2} years. A citizen
 9 member appointed to fill a vacancy shall serve for the unexpired
 10 term. The board shall elect annually one of its members to be
 11 president of the board and one of its members vice president, and
 12 it may make bylaws, rules and regulations for its government not
 13 inconsistent herewith, subject to the approval of the city
 14 council. The compensation of the board, if any, and the
 15 compensation of all officers and employees, shall be fixed by the
 16 city council.

17
 18 Employees of the board shall be considered employees of the
 19 City of Saint Paul. Except as modified by this Charter or state
 20 law, the board and its employees shall in all respects be subject
 21 to and subordinate to all provisions of this Charter and the
 22 ordinances and resolutions enacted in pursuance thereof.
 23

24 The board of water commissioners shall exercise all
 25 authority for the operation of the water utility as provided by
 26 Chapter 110, Special Laws of Minnesota for 1885, which is
 27 incorporated herein as fully and effectively as if set forth
 28 herein verbatim.
 29

Section 2

30
 31
 32 This ordinance shall take effect and be in force ninety (90) days
 33 from and after its adoption, approval and publication unless
 34 within 60 days of its passage and publication a petition
 35 requesting a referendum on this ordinance is filed with the City
 36 Clerk.
 37

	Yeas	Nays	Absent
Blakey	✓		
Bostrom	✓		
Harris	✓		
Gierth	✓		
Megard	✓		
Reckman	✓		
Thune	✓		
	7	0	0

Requested by Department of:

Water Utility

By: Bernie L. Ballantyne
 General Manager

Form Approved by City Attorney

By: Virginia J. Palmer

Adopted by Council: Date Dec 11, 1996

Adoption Certified by Council Secretary

By: Debra Anderson

Approved by Mayor: Date 12/13/96

By: MK Shields

Approved by Mayor for Submission to Council

By: Joseph M. Reed

PIIRIQUEN

DEC 28 1996

MEMORANDUM

TO: Chuck Ahl, City Manager

FROM: Shann Finwall, AICP, Environmental Planner

DATE: November 19, 2013

SUBJECT: Approval of the 2014 SCORE Funding Grant Application

Introduction

Attached is the 2014 SCORE Funding Grant Application from the Ramsey County Department of Public Health. The City of Maplewood has the opportunity to apply for a grant in the amount of \$79,766. SCORE grant funding is based on a per capita basis and is intended to help fund the City's recycling program. Submittal deadline for the grant application is December 1, 2013, with grant awards funding 2014 budget expenses. In 2013, the City was awarded \$78,629 in SCORE grant funds.

Background

In 1989, the Minnesota Legislature adopted comprehensive waste reduction and recycling legislation based on the recommendations of the Governor's Select Committee on Recycling and the Environment (SCORE). This set of laws is part of Minnesota's Waste Management Act. The SCORE legislation has provided counties with a funding source to develop effective recycling and solid waste management programs. Ramsey County in turn offers SCORE grants to cities to enhance or improve their recycling efforts.

Discussion

Work Plans

As a requirement of SCORE funding, Ramsey County now requires cities to agree to work plans which will increase recycling performance. The work plans are designed to guide cities toward improved recycling programs to help meet more aggressive recycling goals from the State. Maplewood's 2013 work plan is attached and includes a variety of strategies the City must undertake to enhance recycling including improved communication to residents, ensuring that every resident has recycling service, increased public space recycling, and planning for future organics collection.

Use of SCORE Funds

Maplewood has historically used SCORE funding to help offset the cost of collecting recyclables through the City's recycling contract. SCORE funds can also be used for administration, promotion activities, organics collection, or to cover the cost of equipment. The City's 2014 recycling budget specifies the use of the SCORE funding to help offset the cost of the collection of recyclables.

Budget Impact

The 2014 Recycling program budget will be subsidized by the Ramsey County SCORE grant in the amount of \$79,766 to help fund the collection of recyclables in the City.

Recommendation

Approve the 2014 SCORE Funding Grant Application in the amount of \$79,766.

Attachments

1. 2014 SCORE Funding Grant Application
2. Maplewood 2013 Recycling Work Plan

SAINT PAUL RAMSEY COUNTY PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

2014 SCORE FUNDING GRANT APPLICATION

CITY/TOWNSHIP: Maplewood
 CONTACT PERSON: Shann Finwall, Environmental Planner
 ADDRESS: 1902 County Road B East, Maplewood, MN 55109
 PHONE: (651) 249-2304
 FAX: (651) 249-2319
 EMAIL: shann.finwall@ci.maplewood.mn.us

SCORE GRANT REQUEST

1. What goals does your municipality have for waste reduction and recycling activities in 2014? What strategies will you use to improve your recycling performance? These goals and strategies will be used in the development of the 2014 Recycling Performance Work Plan.

Goal: Increase recycling participation and rates.

Performance Strategy: Conversion of the City's recycling program to the collection of recyclables in carts rather than bins. Carts will make it easier for residents to recycle and will allow for increased storage capacity. The 2012 cart pilot project conducted by the City's recycling contractor Tennis Sanitation reflects that the use of carts will increase recycling participation and recycling tonnage from the current collection of recyclables in bins.

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

PROPOSED SCORE BUDGET—SCORE EXPENSES ONLY

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

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

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

COLLECTION OF RECYCLABLES Total: \$79,766
 Please detail activities and expenses:

SCORE funding will help fund the cost of the City's recycling contract for the collection of recyclables from all single and multi-family properties.

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

TOTAL SCORE GRANT Requested \$79,766

3. List any additional expenses the city anticipates to incur implementing the 2014 Recycling Performance Work Plan:

Additional expenses include the cost of converting the City's recycling program to the collection of recyclables in carts rather than bins.

RECYCLING BUDGET

4. Attach a copy of your 2014 municipal budget for all recycling activities, including all funding sources. If your governing body has not adopted the 2014 budget, attach the most current draft budget. If the budget does not list all expenditures and revenues specific to recycling, add a supplemental table that identifies this information.

(2014 draft recycling budget attached.)

PUBLIC ENTITIES LAW COMPLIANCE

5. Attach a copy of the disclosure from your hauler(s), or a copy of the relevant portion of any contracts with haulers, that specifies the facility at which waste collected from municipal facilities is deposited. *A hauler's generic waste disclosure form that lists multiple facilities where waste may be delivered is not acceptable.*

(Hauler statement indicating all of Maplewood facility trash is disposed of at the Newport Resource Recovery Facility to be included with final grant submittal.)

RESOLUTION

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

(Certified copy of the official proceedings to be included with final grant submittal.)

NAME OF PERSON AUTHORIZED TO SUBMIT GRANT

SIGNATURE (electronic signature is acceptable)

TITLE

DATE

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

Please return the completed grant application form and attachments by DECEMBER 1, 2013.

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

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

ACCT NO.	2011 ACTUAL	2012 ACTUAL	2013		2014
			ORIGINAL BUDGET	2013 RE-EST.	
<u>Operating revenues:</u>					
3781 Recycling charges	411,610	413,032	476,270	476,270	547,710
3782 Trash fees	-	19,715	85,000	77,500	77,500
Total revenues	411,610	432,746	561,270	553,770	625,210
<u>Operating expenses:</u>					
Personnel services	77,093	84,142	82,830	82,830	86,940
Commodities	11,960	9,514	4,500	4,500	9,500
Contractual services	459,952	412,423	402,690	402,690	472,450
4950 Administration	49,290	49,290	49,580	49,580	49,580
Total expenses	598,294	555,368	539,600	539,600	618,470
Operating income (loss)	(186,685)	(122,622)	21,670	14,170	6,740
<u>Nonoperating revenues (expenses):</u>					
3534 County - other grants	77,683	78,753	77,680	77,680	77,680
3801 Investment earnings	1,223	1,733	1,300	800	1,000
3809 Miscellaneous	2,588	7,114	-	525	-
4930 Investment management fees	(1,897)	(1,800)	(970)	(640)	(800)
Total nonoperating revenues (expenses)	79,596	85,801	78,010	78,365	77,880
Net income (loss) before contributions and transfers	(107,089)	(36,821)	99,680	92,535	84,620
<u>Transfers in (out):</u>					
Debt Service (2012A Bonds)	-	-	(77,960)	(77,960)	(76,440)
Change in net assets	(107,089)	(36,821)	21,720	14,575	8,180
Net assets - January 1	498,559	391,471	223,171	354,649	369,224
Net assets - December 31	391,471	354,649	244,891	369,224	377,404

STATEMENT OF CASH FLOWS

	2011 ACTUAL	2012 ACTUAL	2013		2014
			ORIGINAL BUDGET	2013 RE-EST.	
Net income (loss) before contributions and transfers	(107,089)	(36,821)	99,680	92,535	84,620
Change in current assets	(3,250)	(98,334)	-	-	-
Change in current liabilities	30,019	(895)	-	-	-
Transfers in (out)	-	-	(77,960)	(77,960)	(76,440)
Net increase (decrease) in cash	(80,320)	(136,050)	21,720	14,575	8,180
Cash balance - January 1	447,734	367,414	199,114	231,364	245,939
Cash balance - December 31	367,414	231,364	220,834	245,939	254,119

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

While all elements of this work plan are important, the following overall categories should be considered high priorities for late 2012 through 2013 for all communities in Ramsey County:

- > *Improving communication to residents, including more consistency, increased frequency, a broader scope of topics, and core County messages.*
- > *Ensuring that every resident has recycling service, regardless of housing type.*
- > *Increasing public space recycling including, but not limited to, parks and right-of-ways.*
- > *Ensuring complete and accurate reporting to Ramsey County, and participating when appropriate with additional data collection.*
- > *Learning more about residential organics collection, in anticipation of having an organics program in place by 2016.*
- > *Expanding materials collected for which markets are now available, including expanded plastics collection where not already available, along with other items accepted in some programs but not others.*

CITY OF MAPLEWOOD RECYCLING PERFORMANCE WORK PLAN

Administration	City Lead	Timeline	Progress
Secure accurate, reliable and timely reports, and participate in additional data collection if requested by the County (e.g., recycling participation rates).	Shann Finwall	Ongoing	
Participate in County ReTRAC/SCORE training.	Shann Finwall	12/2012 - 01/2013	
Ensure that Recycling Coordinator is engaged with the County through regularly scheduled Coordinator meetings, attendance at any mandatory meetings, reading e-newsletters, etc.	Shann Finwall	Ongoing	
Develop a plan to educate residents on mandatory recycling ordinance.	Shann Finwall	1st Q 2013	
Collection & Operations	City Lead	Timeline	Progress
Ensure public space recycling is available at all public properties (MN public entities statute §115A.151), including pairing each recycling container with a garbage container(s).	Shann Finwall		
a) Undertake field survey for all facilities		April, 2013	
b) Develop & implement process to educate City park users to recycle at their events through the reservation process.		1st Q 2013	
Ensure that all mixed municipal solid waste (MSW) from City facilities is delivered to the RRT-Newport or other waste processing facility (per MN public entities statute §115A.471 & Ramsey Co. solid waste master plan).	Shann Finwall		
a) Check language in contract with trash hauler for City facilities		Nov. 30 each year	
b) Obtain letter from hauler annually, specific to City facilities, regarding where MSW was disposed in previous year & will be disposed in subsequent year		Nov. 30 each year	

Take advantage of opportunities to learn more about residential organics collection, in anticipation of having an organics program in place by 2016.	Shann Finwall	As opportunities arise	
Ensure recycling service is available to all residential properties, including multi-units and manufactured homes.	Shann Finwall		
a) Verify with recycling collector(s) that service is actually being provided for each property.		1st Q 2013	
b) Work with County staff & recycling collector as needed to provide multi-unit properties with "green bags," signage, & other educational materials.		Ongoing	
Explore potential contractual, funding & educational approaches for allowing opt-in curbside recycling collection for small businesses / organizations / institutions.	Shann Finwall	2nd Q 2013	
Education/Outreach	City Lead	Timeline	Progress
Meet all requirements on the SCORE Communication checklist, including contacting all residents at least twice per year with both print & electronic outreach tools, & incorporating specific items (e.g., 633-EASY, yard waste & HHW info., Rethink Recycling) into print & electronic outreach, education & promotion tools used by the City.	Shann Finwall		
a) Develop communications plan.		1st Q 2013	
b) Implement communications plan.		Ongoing	
c) Regularly review City website to update as needed & to ensure all core County messages are included.		Quarterly	
Include information in city newsletters to encourage recycling & other environmental practices.	Shann Finwall	Ongoing	
Work with recycling hauler(s) to develop & implement a plan for targeting communication to non- & low-performing participants.	Shann Finwall	3rd Q 2013	
Promote backyard composting.	Shann Finwall	2nd Q 2013	
Coordinate a reuse fair for city employees to include education on waste issues.	Shann Finwall	2nd Q 2013	
AGREEMENT			

Signature

City of Maplewood Manager: _____

City of Maplewood Recycling Coordinator: _____

Ramsey County Environmental Health Director: _____

Ramsey County Environmental Health Educator: _____

Attached: County Resources
 Direct requests for assistance can be made to Jean Buckley
 Progress reports will be submitted quarterly by Coordinator.

MEMORANDUM

TO: R. Charles Ahl, City Manager

FROM: Michael Thompson, Public Works Director / City Engineer

DATE: November 14, 2013

SUBJECT: Approve Resolution Adopting 2014 Assessment Rates, Public Works Permit Fees and Park Availability Charges

Introduction

The City Council will consider approving the attached resolution adopting the 2014 assessment rates, permit fees, and park availability charges (PAC).

Background

Each year the Public Works Department analyzes rates and makes a recommendation to the council on adjustments. The majority of 2014 permit fees are recommended to increase by 2% over the 2013 levels with the exception of the general assessments. Rates have not been adjusted for the past few years and a minor increase is appropriate to help cover the cost of administering permit activities. The general assessments are recommended to remain consistent with the 2013 levels and will ultimately be determined by independent special benefit appraisals.

There will be no increase to the park availability charge (PAC) according to the Parks and Recreation Director.

The standard sanitary availability charge (SAC) and water availability charge (WAC) fees paid upon new sanitary sewer and water service connections or as part of development/redevelopment are proposed at \$2,485 and \$285, respectively. The SAC charge is set and regulated by Metropolitan Council Environmental Services (MCES). It is a pass through charge in which the city collects and then distributes to the Met Council. The Local City SAC charge is proposed to remain at 2013 levels of \$130 as this has covered internal costs of administering the SAC program.

Also, as you recall the city instituted an enhanced SSTS program and permit fee schedule for 2013. The rate adopted previously was \$2,000 per permit for new or replacement septic systems. However this proved burdensome especially for those owners with existing systems in need of replacement work. In order to work within the permit system and still recapture a portion of the cost it is recommended the SSTS permit be set at \$500. Also with this approval the staff would reimburse the homeowner that paid the 2013 rate in an amount of \$1,500. This is an equitable solution until staff further defines the cost to administer the program. The homeowner was encouraged by staff's recommendation.

The proposed 2014 Public Works permit fees, assessments, and PAC charges can be found below and in the attachments. It is recommended that the 2014 rates take effect on January 1, 2014. In addition, it is recommended that these fees continue to be reviewed annually with a recommendation brought before the City Council for consideration.

<u>Street Improvement Assessments Guidelines</u>	<u>2013</u>	<u>2014</u>
1. Complete street reconstruction:	\$6600	\$6600
2. Partial reconstruction/unit:	\$4950	\$4950
3. Bituminous surface replacement/unit:	\$3450	\$3450
4. Mill & overlay/unit:	\$2450	\$2450

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

<u>Other Improvement Rates</u>	<u>2013</u>	<u>2014</u>
5. Storm drainage/unit:	\$1090	\$1090
6. Cash connect charge - water:	\$4240	\$4325
7. Water service w/new main construction:	\$1530	\$1530
8. Water service w/tap to existing main:	\$1900	\$1900
9. Cash connect charge - sewer:	\$4240	\$4325
10. Sewer service w/new main construction	\$1530	\$1530
11. Sewer service w/tap to existing main:	\$2880	\$2880

Public Works Permit Fees

See attached fee lists

<u>Park Availability Charge (PAC)</u>	<u>2013</u>	<u>2014</u>
1. Single Family Dwelling	\$3540	\$3540
2. Duplex	\$5620	\$5620
3. Townhome	\$2810	\$2810
4. Apartments (3-4 Units)	\$2810	\$2810
5. Apartments (5+ Units)	\$1980	\$1980
6. Mobile Homes	\$2600	\$2600
7. Senior Citizen Apartment (1BR UNIT)	\$1140	\$1140
8. Senior Citizen Apartment (2BR UNIT)	\$2080	\$2080
9. Commercial Properties		9% of market value of property

Budget Impact

None

Recommendation

It is recommended that the City Council approve the attached Resolution for Adoption of the 2014 Assessment Rates, Public Works Permit Fees, and Park Availability Charges.

Attachments

1. Resolution
2. Public Works 2014 Permit Fee Schedule
3. SAC WAC PAC Fee Schedule

RESOLUTION
ADOPTION OF THE 2014 ASSESSMENT RATES, PUBLIC WORKS PERMIT FEES,
AND PARK AVAILABILITY CHARGES

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

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

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

1. The proposed assessment and improvement rates hereby attached shall become effective beginning January 1, 2014. Furthermore the special assessment rates shall be officially established through a benefit appraisal analysis.
2. The updated public works fees are approved for all related permit applications received on or after January 1, 2014.
3. The park availability charge (which has not changed from 2013) shall be effective beginning January 1, 2014.
4. The rates attached will be reviewed by staff on an annual basis with recommendations for revision brought to the city council for consideration.

Public Works Permit Fees - 2014

Date of Revision: 11-13-2013, SWL

	<u>2012</u>	<u>2013</u>	<u>2014</u>
<u>Sewer Service Connection Permit</u>			
Residential:	\$100.00	\$100.00	\$102.00
Multi-Family/Commercial/Industrial:	\$115.00	\$115.00	\$117.00
Repair:	\$38.00	\$38.00	\$39.00

Private Storm Sewer and Utility Main Permit

Storm:			
Private Storm Sewer Main Base Fee:	\$112.00	\$112.00	\$114.00
Connections to existing system, (public):	\$63.00	\$63.00	\$64.00
Connections to existing system, (private):	\$28.00	\$28.00	\$29.00
New Storm Structures, (public):	\$63.00	\$63.00	\$64.00
New Storm Structures, (private):	\$15.00	\$15.00	\$15.00
Open Cut of Public Street:	\$63.00	\$63.00	\$64.00
Sanitary:			
Private Sanitary Sewer Main Base Fee:	\$112.00	\$112.00	\$114.00
Connections to existing system, (public):	\$63.00	\$63.00	\$64.00
Connections to existing system, (private):	\$53.00	\$53.00	\$54.00
New Sanitary Structures, (public):	\$63.00	\$63.00	\$64.00
New Sanitary Structures, (private):	\$53.00	\$53.00	\$54.00
Open Cut of Public Street*:	\$63.00	\$63.00	\$64.00
Private Individual Septic Systems**:	-	\$2,000.00	\$500.00

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

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

Driveway Construction Permit

Permit:	\$27.00	\$27.00	\$28.00
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Commercial Parking Lot Paving Permit

Permit:	\$102.00	\$102.00	\$104.00
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\$102.00 Base Fee for 0-50,000 SF

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

Grading Permit

Plan Review Fee:			
<= 50 C.Y.	No Fee	No Fee	No Fee
51 to 100 C.Y.	\$36.00	\$36.00	\$37.00
101 to 1000 C.Y.	\$56.00	\$56.00	\$57.00
1001 to 10,000 C.Y.	\$73.00	\$73.00	\$74.00
10,001 to 100,000 C.Y.:	\$73.00	\$73.00	\$74.00
plus each additional 10,000 C.Y.	\$36.00	\$36.00	\$37.00
100,001 to 200,000 C.Y.:	\$392.00	\$392.00	\$400.00
plus each additional 10,000 C.Y.	\$20.00	\$20.00	\$20.00
200,000 C.Y. or More:	\$582.00	\$582.00	\$594.00
plus each additional 10,000 C.Y.	\$13.00	\$13.00	\$13.00

Grading Permit Fee:			
<= 50 C.Y.	\$36.00	\$36.00	\$37.00
51 to 100 C.Y.	\$56.00	\$56.00	\$57.00
101 to 1000 C.Y.	\$56.00	\$56.00	\$57.00
plus each additional 100 C.Y.	\$29.00	\$29.00	\$30.00
1001 to 10,000 C.Y.	\$284.00	\$284.00	\$290.00
plus each additional 1000 C.Y.	\$23.00	\$23.00	\$23.00
10,001 to 100,000 C.Y.:	\$469.00	\$469.00	\$478.00
plus each additional 10,000 C.Y.	\$98.00	\$98.00	\$100.00
100,001 C.Y. or More:	\$1,327.00	\$1,327.00	\$1,354.00
plus each additional 10,000 C.Y.	\$56.00	\$56.00	\$57.00

Water Availability Charge

WAC	\$270.00	\$280.00	\$286.00
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Additional Charges

All other services requiring additional staff time*	\$55.00	\$55.00	\$56.00
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* Services requiring extensive staff time beyond what is considered reasonable for inspections or other services will be charged \$56.00 per hour

2014 PERMIT FEES - ENGINEERING DEPARTMENT									
GENERAL DEVELOPMENT	Occ./Unit For PAC Calc.	MCEs		LOCAL		Grading Escrow	Comment	Typical total Cost	
		SAC	WAC	PAC	SAC				
SFD	*	3.4	\$2,485.00	\$285.00	\$3,540.00	\$130.00	Normal permit	\$8,990.00	
Dup'x. (Double Occupancy)		5.4	\$2,485.00	\$285.00	\$5,620.00	\$130.00	Normal permit (\$1250.00 PER EACH HALF)	\$11,070.00	
T.Hse.	*	2.7	\$2,485.00	\$285.00	\$2,810.00	\$130.00	Normal permit	\$8,770.00	
**Apt's 3-4 Units	*	2.7	\$2,485.00	\$285.00	\$2,810.00	\$130.00	Site permit		
**Apt's 5+ Units	*	1.9	\$2,485.00	\$285.00	\$1,980.00	\$130.00	See Plan Check/Grading or fill permit		
M. Home	*	2.5	\$2,485.00	\$285.00	\$2,600.00	\$130.00	See Plan Check/Grading or fill permit		
Senior Cit. Unit**									
**Apt's 1 BR Units	*	1.1	\$2,485.00	\$285.00	\$1,140.00	\$130.00	Site permit		
**Apt's 2 BR Units	*	2.0	\$2,485.00	\$285.00	\$2,080.00	\$130.00	See MCES rule for Laundry or Gbg. Disp. reduction qual.		
Public Housing									
SFD	*	3.4	\$2,485.00	\$285.00	\$3,540.00	\$130.00	See Plan Check/Grading or fill permit	\$8,990.00	
Dup'x. (Double Occupancy)	*	5.4	\$2,485.00	\$285.00	\$5,620.00	\$130.00	See Plan Check/Grading or fill permit	\$11,070.00	
T.Hse.	*	2.7	\$2,485.00	\$285.00	\$2,810.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.	\$8,770.00	
**Apt's	*	2.7	\$2,485.00	\$285.00	\$2,810.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.		
Apt's 1 BR Units	*	1.1	\$2,485.00	\$285.00	\$1,140.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.		
Apt's 2 BR Units	*	2.0	\$2,485.00	\$285.00	\$2,080.00	\$130.00	See MCES rule for 0 Land or Gbg. Disp. reduction qual.		
Comm./Inst.		n/a	\$2,485.00	\$285.00	9% M.V.	\$130.00	Based on sale price, market value OR P.W. Director's letter.		
Indust.		n/a	\$2,485.00	\$285.00	9% M.V.	\$130.00	Based on sale price, market value OR P.W. Director's letter.		
2013 Base Unit values									
SAC per unit (MCEs) =			\$2,485.00	Increased 2% over 2013.	MCEs SAC RATE (Equals 1 SFD unit)				
SAC per unit (LOCAL) =			\$130.00	No increase over 2013	LOCAL SAC RATE (Equals 1 SFD unit)				
WAC per unit =			\$285.00	Increased 2% over 2013	(Equals 1 SFD Unit)				
PAC per capita Base Unit =			\$1,040.00	No increase over 2013;	Equates to \$3,540.00 for 1 SFD.				
PAC Commercial development = market value - X			9%	Same as 2012, check for a negotiated rate.					
Street Open Cut (Escrow)			\$560.00	Increased 2%. Per 1/2 paved street surface, assumes normal depth & width + CC&G - are variables. Retention includes 1% interest on refund.					
Grading & Fill Escrow			\$2,550.00	Increased 2% over 2013. Retention to include 1% interest on refund.					
MISCELLANEOUS									
CASH CONNECTION CHARGE									
SANITARY SEWER MAIN	*	1 UNIT	\$4,160	\$4,240	\$4,240	\$4,325			
WATER MAIN	*	1 UNIT	\$4,160	\$4,240	\$4,240	\$4,325	Residential Sanitary Sewer Service	\$102.00	
Commercial Development		Per F.F.	\$50	\$56	\$56	\$57	Multi Family Sanitary Sewer Service	\$117.00	
* Based on 1FD W/nominal 75' frontage									
GENERAL ASSESSMENTS									
Complete Street Reconstruction	R	1 UNIT	\$6,600	\$6,600	\$6,600	\$6,600	Private	\$64.00	
Partial Street Reconstruction	R	1 UNIT	\$4,950	\$4,950	\$4,950	\$4,950	Connection to Sanitary Sewer or Storm Sewer (Service to Public Main)	\$54.00	\$29.00
Bituminous Resurface (full depth)	R	1 UNIT	\$3,450	\$3,450	\$3,450	\$3,450	Pvt Sanitary Sewer Main or Storm Sewer BASE FEE	\$112.00	
Mill & Overlay only	R	1 UNIT	\$2,450	\$2,450	\$2,450	\$2,450	New Sanitary Sewer or Storm Sewer Structure (Public)	\$64.00	
Storm Drainage	R	1 UNIT	\$1,090	\$1,090	\$1,090	\$1,090	New Sanitary Sewer or Storm Sewer Structure (Private)	\$54.00	\$15.00
Water Svc (new main)	R	1 UNIT	\$1,500	\$1,530	\$1,530	\$1,530	Open Cut Fee Sanitary Sewer or Storm Sewer PUBLIC STREET	\$64.00	
Water Svc (tap to exist main)	R	1 UNIT	\$1,860	\$1,900	\$1,900	\$1,900	Open Cut Escrow - based on \$550 per 1/2 of street, normal depth 7-8'	\$560.00	
Sewer Svc (new main)	R	1 UNIT	\$1,500	\$1,530	\$1,530	\$1,530	Res. Driveway	\$28.00	
Sewer Svc (tap to exist main)	R	1 UNIT	\$2,820	\$2,880	\$2,880	\$2,880	Private Individual Septic Treatment System	\$500.00	
Comm Asmt Rate (Mains only)	C	Per F.F.							
Note: Assessment rates on 2014 projects will be based on independent special benefit appraisals.									
@ Subject to change									
* Note Additional length/depth calculations required.									
Updated 11-14-2013 SWL									

MEMORANDUM

TO: City Council
FROM: Charles Ahl, City Manager
DATE: November 20, 2013
SUBJECT: Council Calendar Report

Introduction/Background

This item is informational and intended to provide the Council an indication on the current planning for upcoming agenda items and the Work Session schedule. These are not official announcement of the meetings, but a snapshot look at the upcoming meetings for the City Council to plan their calendars. No action is required.

Upcoming Events

1. RCLLG Annual Meeting – December 5th at 6pm
2. Tour of 3M Facilities – December 19th at 5pm

Upcoming Agenda Items & Work Session Schedule

1. December 2nd Council Workshop Cancelled
2. EDA Meeting and update on strategy/plan – December 9th
3. Police Survey and Strategies – December 9th
4. December 23rd Council Meeting Moved to December 19th at 7:00pm
5. Presentation by Ramsey County Sheriff Matt Bostrom, December 19th
6. Swearing in of Police Officers – December 19th
7. Last meeting reception for Rebecca Cave and Will Rossbach – December 19th
8. City Hall & 1902 Closing at 1:30pm on December 24th & 31st for Christmas Eve and New Years Eve.

Budget Impact

None

Recommendation

No action required

Attachments

None

MEMORANDUM

TO: City Council

FROM: R. Charles Ahl, City Manager
Gayle Bauman, Finance Director

DATE: November 18, 2013

SUBJECT: Pension Funding Report

Introduction

City Council Member Cardinal requested a report on the status of pension expenses and liability to the City for employee pension costs. Finance Director Bauman prepared the following summary:

All full-time and certain part-time employees of the City are covered by defined benefit plans administered by the Public Employees Retirement Association of Minnesota (PERA). PERA administers the General Employees Retirement Fund (GERF) and the Public Employees Police and Fire Fund (PEPFF) which are cost-sharing, multiple-employer retirement plans. These plans are established and administered in accordance with Minnesota Statutes, Chapters 353 and 356.

Minnesota Statutes Chapters 353 and 356 set the rates for employer and employee contributions. These statutes are established and amended by the state legislature. The City makes annual contributions to the pension plans equal to the amount required by state statutes. GERF Coordinated Plan members are required to contribute 6.25% of their annual covered salary in 2013 with the City contributing an additional 7.25%. PEPFF members were required to contribute 9.6% of their annual covered salary in 2013 with the City contributing an additional 14.4%. The PEPFF rates will be increasing on January 1, 2014. The City has made and continues to make all required contributions to PERA. We have no liability on the books with respect to this pension cost.

Based on the financial statements of PERA, the funded status of each defined benefit plan as of June 30, 2012, the most recent actuarial valuation date, is as follows:

GERF 73.5%
PEPFF 78.3%

The unfunded actuarial accrued liability was increased due to assumption changes passed by the legislature in 2012.

Discussion

The City is provided pension service through the state PERA system. While the state PERA system is not fully funded, that is a state-wide issue that is being addressed by the State Legislature. While the other cities mentioned in the article from Councilmember Cardinal appear to be self-fund, the issue with unfunded pension liability is not a concern for Maplewood, because Maplewood is part of a state-wide system.

Budget Impact

None

Recommendation

No action required