

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, April 25, 2022
City Hall, Council Chambers
Meeting No. 10-22

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. April 11, 2022 City Council Workshop Meeting Minutes
2. April 11, 2022 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations
 - a. Council Calendar Update
2. Council Presentations
3. Update on Crime with Ramsey County Attorney John Choi
4. Resolution for Commissioner Reappointments

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. Preliminary Unaudited Financial Report for Year Ended December 31, 2021
3. Payment for Axon Yearly Maintenance Support & Evidence.com Subscription
4. 2022 Collective Bargaining Agreements
 - a. AFSCME
 - b. MCSA
 - c. MSA
5. Resolution Entering into a Master Partnership Contract with the Minnesota Department of Transportation
6. Resolution Reaffirming Approval of First Amendment to Purchase Agreement for Sale of 2228 Maplewood Drive
7. Resolution Directing Modification of Existing Construction Contract, Change Order No. 16, 30 and No. 41, North Fire Station Construction Project

H. PUBLIC HEARINGS – *If you are here for a Public Hearing please familiarize yourself with the Rules of Civility printed on the back of the agenda. Sign in with the City Clerk before addressing the council. 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.

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Resolution Providing for the Issuance and Sale of General Obligation Improvement Bonds, Series 2022A, \$3,070,000
2. Sale of 1375 Frost Avenue and 1900 Clarence Avenue
 - a. Resolution Approving the Sale of 1375 Frost Avenue and 1900 Clarence Avenue and Authorizing Execution of the Purchase Agreement Therefor
 - b. Purchase Agreement with Beacon Interfaith Housing Collaborative

K. AWARD OF BIDS

1. Resolution Receiving Bids and Awarding Construction Contract, Cope Avenue Improvements, City Project 21-06
2. Gervais Area Pavement Rehabilitation, City Project 21-07
 - a. Resolution Receiving Bids and Awarding Construction Contract
 - b. Joint-Powers Agreement with City of North Saint Paul

L. ADJOURNMENT

Sign language interpreters for hearing impaired persons are available for public hearings upon request. The request for this must be made at least 96 hours in advance. Please call the City Clerk's Office at 651.249.2000 to make arrangements. Assisted Listening Devices are also available. Please check with the City Clerk for availability.

RULES OF CIVILITY FOR THE CITY COUNCIL, BOARDS, COMMISSIONS AND OUR COMMUNITY

Following are 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:

Speak only for yourself, not for other council members or citizens - unless specifically tasked by your colleagues to speak for the group or for citizens in the form of a petition.

Show respect during comments and/or discussions, listen actively and do not interrupt or talk amongst each other.

Be respectful of the process, keeping order and decorum. Do not be critical of council members, staff or others in public.

Be respectful of each other's time keeping remarks brief, to the point and non-repetitive.

MINUTES
MAPLEWOOD CITY COUNCIL
MANAGER WORKSHOP
 5:30 P.M. Monday, April 11, 2022
 City Hall, Council Chambers

A. CALL TO ORDER

A meeting of the City Council was held in the City Hall Council Chambers and was called to order at 5:43 p.m. by Mayor Abrams.

B. ROLL CALL

Marylee Abrams, Mayor	Present
Rebecca Cave, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
William Knutson, Councilmember	Present
Nikki Villavicencio, Councilmember	Present

C. APPROVAL OF AGENDA

Councilmember Juenemann moved to approve the agenda as submitted.

Seconded by Councilmember Knutson Ayes – All

The motion passed.

D. UNFINISHED BUSINESS

None

E. NEW BUSINESS

1. Intent to Close Meeting (Minnesota Statute Section 13D.03) to Discuss Labor Contract Updates

City Manager Coleman provided direction to council.

Councilmember Juenemann moved to close the meeting and go into a closed session to discuss strategies, review offers received from the bargaining units, analyze fiscal considerations, and to develop negotiation positions for the City's seven collective bargaining units, Pursuant to Minnesota Statutes Section 13D.03, Subd. (b).

Seconded by Councilmember Cave Ayes – All

The motion passed.

Mayor Abrams closed the meeting at 5:45 p.m.

Present at the closed session: Mayor Abrams, Councilmember Juenemann, Councilmember Knutson, Councilmember Villavicencio, Councilmember Cave, City Manager Coleman, Assistant City Manager/HR Director Darrow, Public Safety Director Bierdeman, & Ann Antonsen, Vice President with Baker Tilly.

Mayor Abrams called the meeting back to order at 6:52 p.m.

F. ADJOURNMENT

Mayor Abrams adjourned the meeting at 6:52 p.m.

DRAFT

MINUTES
MAPLEWOOD CITY COUNCIL
 7:00 P.M. Monday, April 11, 2022
 City Hall, Council Chambers
 Meeting No. 09-22

A. CALL TO ORDER

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

Mayor Abrams recognized Maplewood Public Safety's first place award at the Hero Invitational Hockey Tournament. Mayor Abrams thanked Maplewood Public Safety for assisting with the recent shooting in Roseville and stated Roseville Mayor Dan Roe had expressed to her his gratitude to the department for their assistance with the incident.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Marylee Abrams, Mayor	Present
Rebecca Cave, Councilmember	Present
Kathleen Juenemann, Councilmember	Present
William Knutson, Councilmember	Present
Nikki Villavicencio, Councilmember	Present

D. APPROVAL OF AGENDA

The following items were added to Council Presentations:

Spring Clean-up

Councilmember Knutson moved to approve the agenda as amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

E. APPROVAL OF MINUTES

1. March 21, 2022 City Council Special Meeting Minutes

Councilmember Juenemann moved to approve the March 21, 2022 City Council Special Meeting Minutes as submitted.

Seconded by Councilmember Cave Ayes – All

The motion passed.

2. March 28, 2022 City Council Meeting Minutes

Councilmember Juenemann moved to approve the March 28, 2022 City Council Meeting Minutes as submitted.

Seconded by Councilmember Cave

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations

a. Council Calendar Update

City Manager Coleman gave an update to the council calendar and reviewed other topics of concern or interest requested by councilmembers.

2. Council Presentations

Councilmember Juenemann reminded residents of the annual spring clean-up being held May 21st. (No shredding and no hazardous waste)

3. Presentation of Citizen and Police Officer Lifesaving Awards

Public Safety Director Bierdeman recapped an event that took place in Maplewood and presented the Citizen & Police Officer Lifesaving Awards to responding residents Joseph Beard and Andy Vang, along with Officers Rae Brown, Mitch Condon, and Touyer Xiong.

No action required.

4. Resolution Proclaiming Arbor Day 2022

Natural Resources Coordinator Gernes gave the staff report.

Councilmember Juenemann moved to approve the 2022 Arbor Day Proclamation.

Resolution 22-04-2065
PROCLAIMING ARBOR DAY 2022

WHEREAS, climate change is a complex problem that impacts all Minnesotans and our ability to thrive, and

WHEREAS, The health and longevity of Minnesota's trees are being affected by changing temperatures and precipitation, more extreme weather events, and increasing pressure from pests, diseases, and invasive species, and

WHEREAS, Minnesota is at risk to lose over one billion ash trees due to emerald ash borer, which would impact carbon storage, habitat, water movement and water quality, and

WHEREAS, trees capture carbon from the atmosphere and store it in their trunks, roots, and the surrounding soil thereby offsetting greenhouse gas emissions, and

WHEREAS, a healthy tree canopy decreases temperatures along streets providing cooler spaces in the summertime, and

April 11, 2022
City Council Meeting Minutes
2

WHEREAS, trees reduce stormwater runoff and act as a filter, preventing sediments and pollutants from washing into waterways, and

WHEREAS, Minnesotans can help build resilient communities and reduce the negative impacts of climate change by planting and caring for trees One Tree at a Time.

NOW, THEREFORE, BE IT RESOLVED THAT May 14, 2022, is hereby designated Arbor Day in the City of Maplewood.

Further, all citizens are encouraged to celebrate Arbor Day and support efforts to protect our trees and woodlands.

Seconded by Councilmember Villavicencio Ayes – All

The motion passed.

5. Maplewood Residential Recycling and Trash Collection Annual Review

Environmental Planner Finwall gave the presentation. Willie Tennis, Owner of Tennis Sanitation, Angela Vaidich, city liaison with Tennis Sanitation, and Beverly Mathiasen with Republic Services addressed the council and answered questions.

Councilmember Juenemann moved to approve the 2021 Residential Recycling and Trash Collection Year-End Reports and 2022 Recycling and Trash Collection Work Plans.

Seconded by Councilmember Knutson Ayes – All

The motion passed.

- 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.*

Agenda items G2, G6, & G7 were highlighted.

Councilmember Cave moved to approve agenda items G1-G8.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Cave moved to approve the approval of claims.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Resolution for a Lawful Gambling Premises Permit for Tartan Area Youth Hockey at Johnny Kitchen & Bar Inc., 1900 County Road D E, Suite 135

Councilmember Cave moved to approve the resolution for a lawful gambling premises permit for Tartan Area Youth Hockey to conduct gambling activities at Johnny Kitchen & Bar Inc., 1900 County Road D E, Suite 135.

Resolution 22-04-2066

**LAWFUL GAMBLING PREMISES PERMIT FOR TARTAN AREA
YOUTH HOCKEY AT JOHNNY KITCHEN & BAR INC.**

WHEREAS, Tartan Area Youth Hockey has submitted an application to the City of Maplewood requesting City approval of a Lawful Gambling Premises permit application, to be used at Johnny Kitchen & Bar Inc., 1900 County Road D E, Suite 135, Maplewood, MN;

WHEREAS, local approval is required prior to the Gambling Control Board's issuance of a premises permit;

BE IT HEREBY RESOLVED, by the City Council of Maplewood, MN, that the premises permit for lawful gambling is approved for Tartan Area Youth Hockey to conduct gambling activities at Johnny Kitchen & Bar Inc., 1900 County Road D E, Suite 135, Maplewood, MN.

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

NOW, THEREFORE, be it further resolved that this resolution by the City Council of Maplewood, MN, be forwarded to the Gambling Control Board for their approval.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

3. Resolution Directing Modification of Existing Construction Contract, Change Order, No. 34, 36, 37, 38, 39 and No. 40, North Fire Station Construction Project

Councilmember Cave moved to approve the Resolution Directing Modification of the Existing Construction Contract, Change Order No. 34, 36, 37, 38, 39 and Change Order No. 40, North Fire Station Construction Project and authorize the Mayor and City Manager to sign Change Order No. 34, 36, 37, 38, 39 and Change Order No. 40.

Resolution 22-04-2067

**DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT,
NORTH FIRE STATION CONSTRUCTION PROJECT, CHANGE ORDER
NO. 34, 36, 37, 38, 39 AND CHANGE ORDER NO. 40**

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City Council Meeting Minutes

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered the construction of the North Fire Station, and has approved construction contracts related to the project.

WHEREAS, it is now necessary and expedient that said contract be modified and designated as North Fire Station Construction Project, Change Order No. 34, 36, 37, 38, 39, and Change Order No. 40.

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

1. The Mayor, City Manager, and Fire and EMS Chief are hereby authorized and directed to modify the existing contract by executing said Change Order No. 34 which will increase the project amount by \$9,389.

The revised contract amount for Work Scope 26-A-Electrical Production Services, Inc., is \$921,614.51.

2. The Mayor, City Manager, and Fire and EMS Chief are hereby authorized and directed to modify the existing contract by executing said Change Order No. 36 which will increase the project amount by \$2,712.41.

The revised contract amount for Work Scope 26-A-Electrical Production Services, Inc., is \$924,326.92.

3. The Mayor, City Manager, and Fire and EMS Chief are hereby authorized and directed to modify the existing contract by executing said Change Order No. 37 which will increase the project amount by \$7,708.55.

The revised contract amount for Work Scope 09-C-Twin Cities Acoustics, Inc., is \$52,984.60.

The revised contract amount for Work Scope 09-K-Superior Painting & Decorating, Inc., is \$77,184.70.

The revised contract amount for Work Scope 26-A-Electrical Production Services, Inc., is \$924,766.17.

The revised contract amount for Work Scope 21-A-Summit Companies, Inc., is \$72,450 to \$73,459.

The revised contract amount for Work Scope 09-A-Mulcahy Nickolaus, LLC., is \$337,299.50.

4. The Mayor, City Manager, and Fire and EMS Chief are hereby authorized and directed to modify the existing contract by executing said Change Order No. 38 which will increase the project amount by \$2,289.

The revised contract amount for Work Scope 09-A-Mulcahy Nickolaus, LLC., is \$338,179.50.

The revised contract amount for Work Scope 09-K- Work Scope 23-A-General Sheet Metal, LLC is \$1,018,792.

The revised contract amount for Work Scope 26-A-Electrical Production Services, Inc., is \$925,302.17.

5. The Mayor, City Manager, and Fire and EMS Chief are hereby authorized and directed to modify the existing contract by executing said Change Order No. 39 which will increase the project amount by \$6,239.23.

The revised contract amount for Work Scope 26-A-Electrical Production Services, Inc., is \$931,541.40.

6. The Mayor, City Manager, and Fire and EMS Chief are hereby authorized and directed to modify the existing contract by executing said Change Order No. 40 which will increase the project amount by \$5,053.66.

The revised contract amount for Work Scope 09-C-Twin Cities Acoustics, Inc., is \$54,968.60.

The revised contract amount for Work Scope 21-A-Summit Companies, Inc., is \$74,044.75.

The revised contract amount for Work Scope 23-A-General Sheet Metal, LLC., is \$1,019,722.

The revised contract amount for Work Scope 26-A-Electrical Production Services, Inc., is \$933,095.31.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

4. 2021 Collective Bargaining Agreement with IAFF Firefighters

Councilmember Cave moved to approve the 2021 Collective Bargaining Agreement between the City of Maplewood and IAFF Fire Fighters Local 4470; and authorize the Mayor and City Manager to execute the contract on behalf of the City.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

5. Resolution to Accept Donation from Mr. Donald M. Johnson

Councilmember Cave moved to approve the resolution accepting the donation made by Mr. Donald M Johnson.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

6. Animal Impound Agreement with the Animal Humane Society of Woodbury

Councilmember Cave moved to approve the Animal Impound Agreement with the Animal Humane Society of Woodbury.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

7. Animal Control Services Agreement Contract with Companion Animal Control LLC

Councilmember Cave moved to approve the Animal Control Services Agreement Contract with Companion Animal Control LLC.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

8. Purchase of a Toolcat Work Machine

Councilmember Cave moved to approve the purchase of a toolcat work machine and direct the Mayor and City Manager to enter into a contract with Tri-State Bobcat for the purchase under the MN State Contract #T631(727-102) in the amount of \$64,927.54.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

- H. PUBLIC HEARINGS** – *If you are here for a Public Hearing please familiarize yourself with the Rules of Civility printed on the back of the agenda. Sign in with the City Clerk before addressing the council. 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.*
None

- I. UNFINISHED BUSINESS**
None

- J. NEW BUSINESS**
1. Resolution of Support for Tubman to Allow City as Fiscal Agent for State Bonding Proposal

City Manager Coleman gave the staff report. Jennifer Polzin, Tubman CEO, addressed the council and provided further information.

Councilmember Juenemann moved to approve the resolution of Support for Tubman to Allow City as Fiscal Agent for State Bonding Proposal.

Resolution 22-04-2068 RESOLUTION OF SUPPORT FOR TUBMAN TO ALLOW CITY AS FISCAL AGENT FOR STATE BONDING PROPOSAL

WHEREAS, Tubman operates the Harriet Tubman Center East in Maplewood, a multi-service center including shelter and housing for victims of violence, exploitation, sexual assault, homelessness, addiction, mental health issues and other forms of trauma; and

WHEREAS, Tubman is requesting state bonding support through legislation to provide for up to \$5,965,000 in capital investment funds for safety and accessibility improvements to the Harriet Tubman Center East, and

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

WHEREAS, the State of Minnesota requires that a local government agency act as the fiscal agent for General Obligation Bond funding for projects such as the one proposed by Tubman.

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

1. Maplewood expresses its support for Tubman's request for state funding for this important project and improvement and further supports the legislation on behalf of Tubman in the 2022 legislative session.
2. The City Manager is authorized and directed to prepare agreements and other documents to enable the City of Maplewood to act as the fiscal agent for Tubman in receiving financial support from the State of Minnesota.
3. City staff and consultants are authorized and directed to take all other actions necessary or convenient to carry out the intent of this resolution.

Seconded by Councilmember Cave

Ayes – All

The motion passed.

2. Home Occupation License Resolution, Exquisite Hair Studio, 3027 Lake Street North

Community Development Director Thomson gave the staff report. Kelly Pavek, owner of Exquisite Hair Studio, addressed the council and provided additional information.

Councilmember Juenemann moved to a home occupation license resolution for Exquisite Hair Studio located at 3027 Lake Street North, subject to certain conditions of approval.

Resolution 22-04-2069 HOME OCCUPATION LICENSE RESOLUTION

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

Section 1. Background.

- 1.01 Kelly Pavek is proposing a home-based hair salon business.
- 1.02 The property is located at 3027 Lake Street North and is legally described as:

Lot 12, Block 1, Thom and Erickson's Addition, Ramsey County, Minnesota

Property Identification Number 012922120014

Section 2. Standards.

- 2.01 Section 14-56 outlines the licensing requirements for home occupations on residential property.

Section 3. Findings.

- 3.01 The proposal meets the specific home occupation license standards.

Section 4. City Review Process

- 4.01 The City conducted the following review when considering this home occupation license request.

1. On March 15, 2022, the Planning Commission held a public hearing. City staff published a hearing notice in the Pioneer Press and sent notices to the surrounding property owners. The Planning Commission gave everyone at the hearing a chance to speak and present written statements. The Planning Commission recommended that the City Council approve this resolution.
2. On April 11, 2022, the City Council discussed this resolution. They considered reports and recommendations from the Planning Commission and city staff.

Section 5. City Council Action.

- 5.01 The City Council hereby approves the resolution. Approval is based on the findings outlined in Section 2 of this resolution. Approval is subject to the applicant doing the following:

1. The applicant must apply to the City Clerk for a business license. This license must be renewed with the City Clerk on an annual basis.
2. Parking shall be provided on the property, in the property owner's driveway. Public streets cannot be used for customer parking.
3. There shall only be one customer visiting the business at any time.

Seconded by Councilmember Knutson

Ayes – All

The motion passed.

K. AWARD OF BIDS
None

L. ADJOURNMENT

Mayor Abrams adjourned the meeting at 8:26 p.m.

CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: City Council

REPORT FROM: Melinda Coleman, City Manager

PRESENTER: Melinda Coleman, City Manager

AGENDA ITEM: Council Calendar Update

Action Requested: ☐ Motion ☒ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

This item is informational and intended to provide the Council an indication on the current planning for upcoming agenda items and the Work Session schedule. These are not official announcements of the meetings, but a snapshot look at the upcoming meetings for the City Council to plan their calendars.

Recommended Action:

No motion needed. This is an informational item.

Upcoming Agenda Items and Work Sessions Schedule:

May 9 Workshop: Presentation from Humphrey School on Scattered Site Housing Program
 Council: Strategic Plan Update: Emma's Place Update

May 21 Spring Clean Up: Aldrich Arena 8 am – 1 pm

May 25 Workshop: Continue discussion of Ponds at Battle Creek and Northern parcel of Ramsey County land

Council Comments:

Comments regarding Workshops, Council Meetings or other topics of concern or interest.

Council Schedule for Maplewood Living through January 2023:

May 2022	Rebecca Cave	April 15
June 2022	Kathleen Juenemann	May 16
July 2022	Bill Knutson	June 15
August 2022	Nikki Villavicencio	July 15
September 2022	Rebecca Cave	August 17
October 2022	Candidate Profiles	September 9 – EARLY deadline
November 2022	TBD	October 17
December 2022	City Manager Coleman	November 17
Jan 2023	The Mayor	December 16

CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Lois Knutson, Administrative Services & Perf. Meas. Coordinator

PRESENTOR: John Choi, Ramsey County Attorney

AGENDA ITEM: Update on Crime with Ramsey County Attorney John Choi

Action Requested: ☐ Motion ☒ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

Ramsey County Attorney will share an update on recent crime trends in Ramsey County.

Recommended Motion:

No action required.

Fiscal Impact:

Is There a Fiscal Impact? ☒ No ☐ Yes, the true or estimated cost is \$0.

Financing source(s): ☐ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☐ Other:

Strategic Plan Relevance:

☐ Community Inclusiveness ☐ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ☐ Operational Effectiveness ☐ Targeted Redevelopment

NA

Background

N/A

Attachments

1. Presentation



OFFICE OF THE RAMSEY COUNTY ATTORNEY
JOHN J. CHOI, COUNTY ATTORNEY

Public Safety Update

An Elected Office of
RAMSEY COUNTY



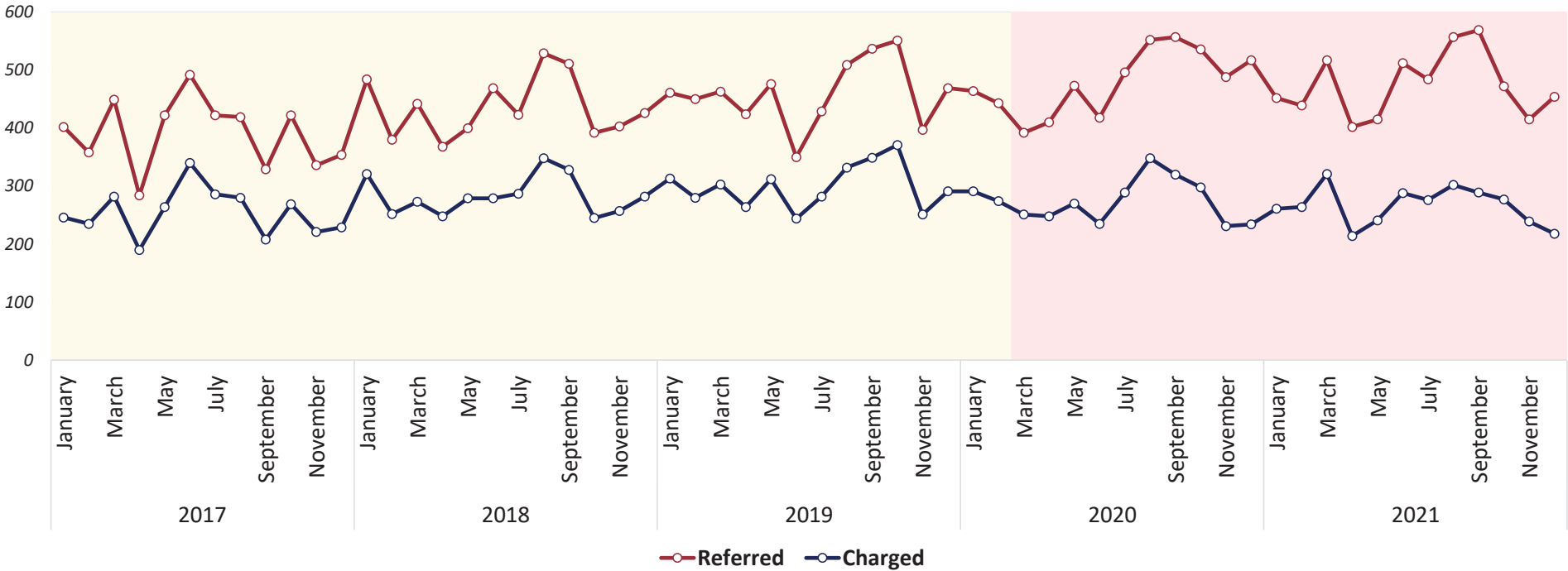
OFFICE OF THE RAMSEY COUNTY ATTORNEY
JOHN J. CHOI, COUNTY ATTORNEY

County Attorney Referral and Charging Data



Ramsey County Attorney's Office Adult Cases

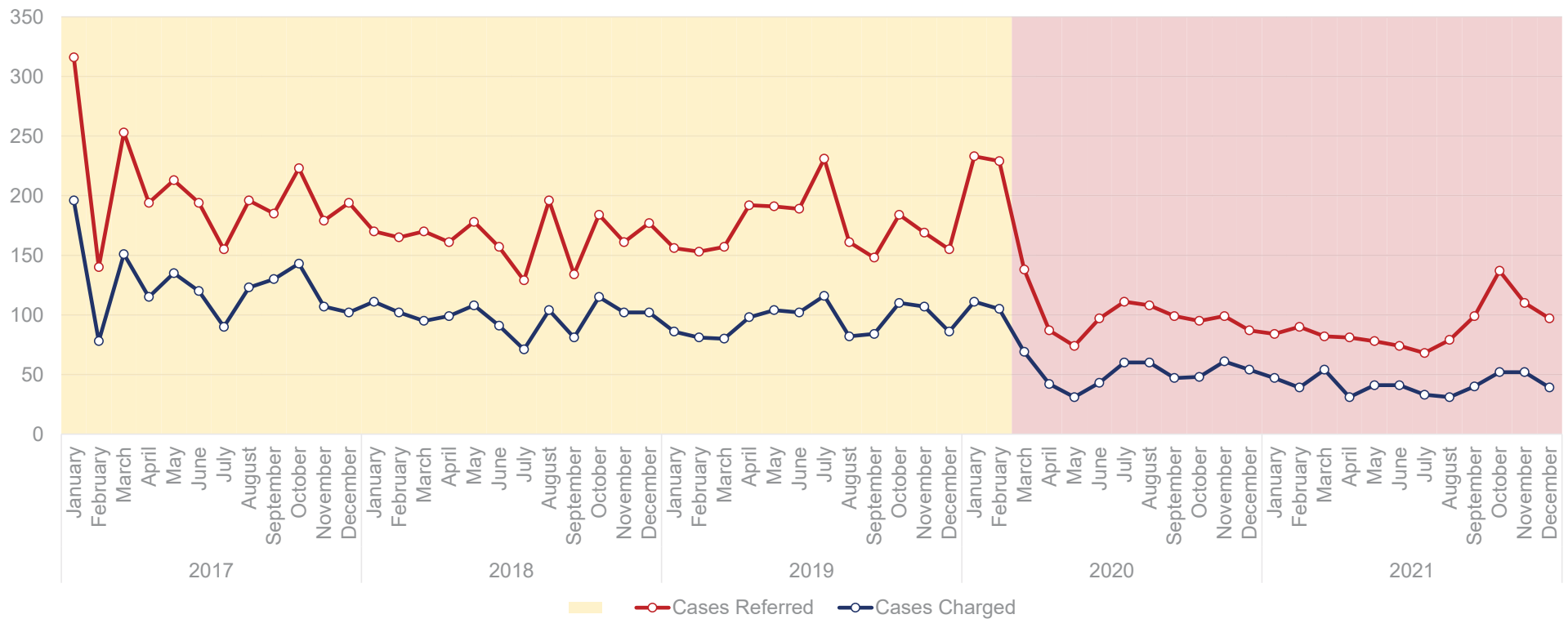
January 2017 – December 2021





Ramsey County Attorney's Office Youth Cases

January 2017 – December 2021

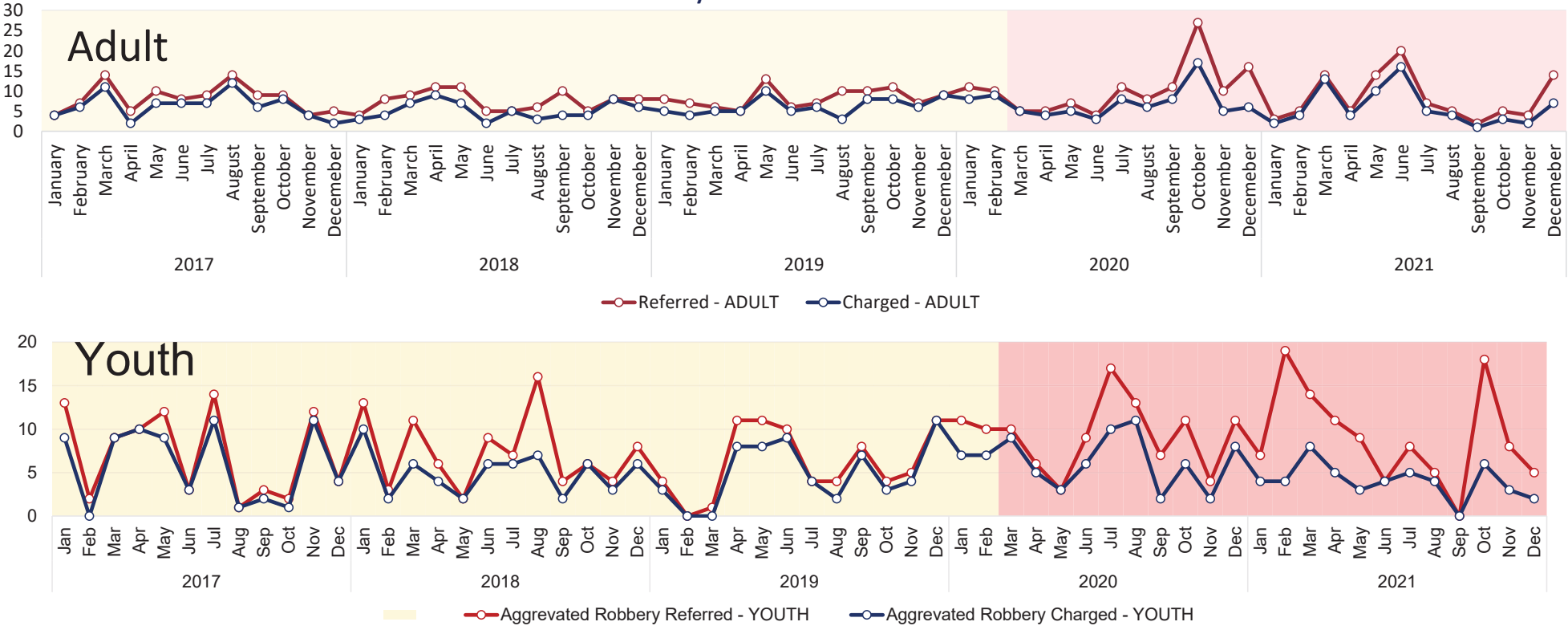




Aggravated Robbery Cases

[Referred and Charged by Month, Includes Attempted]

January 2017 – December 2021

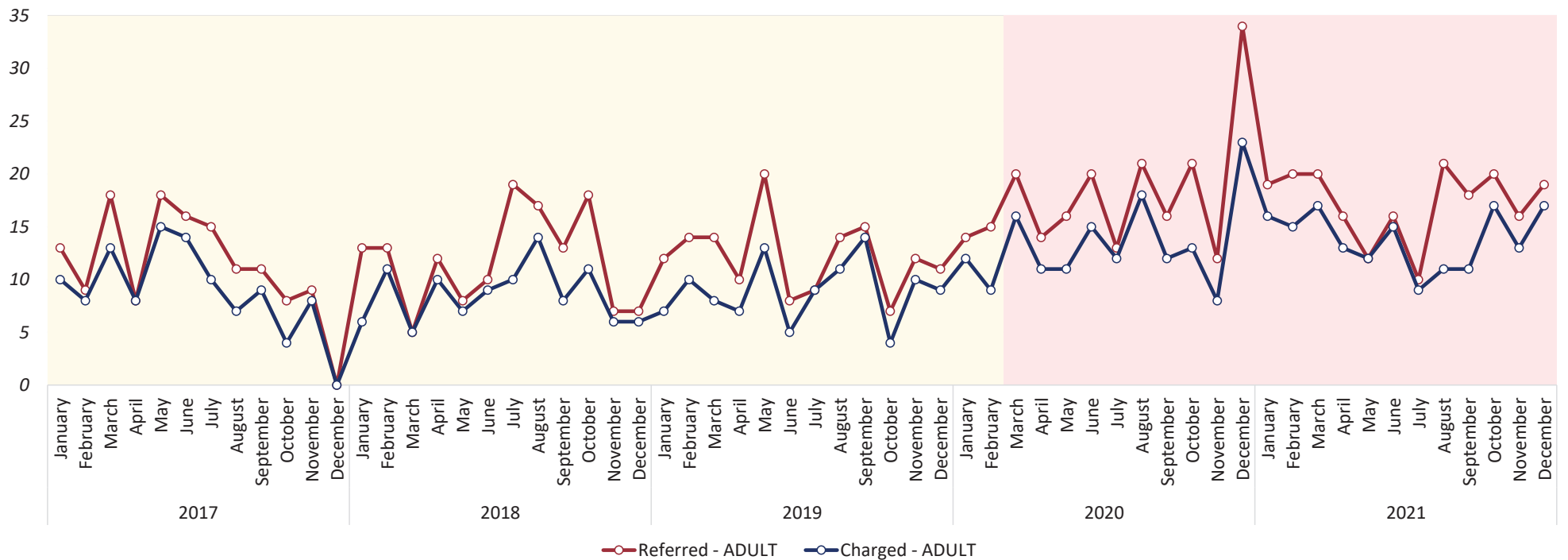




Possession of Ammo/Firearm - Adult Cases

[Referred and Charged by Month]

January 2017 – December 2021

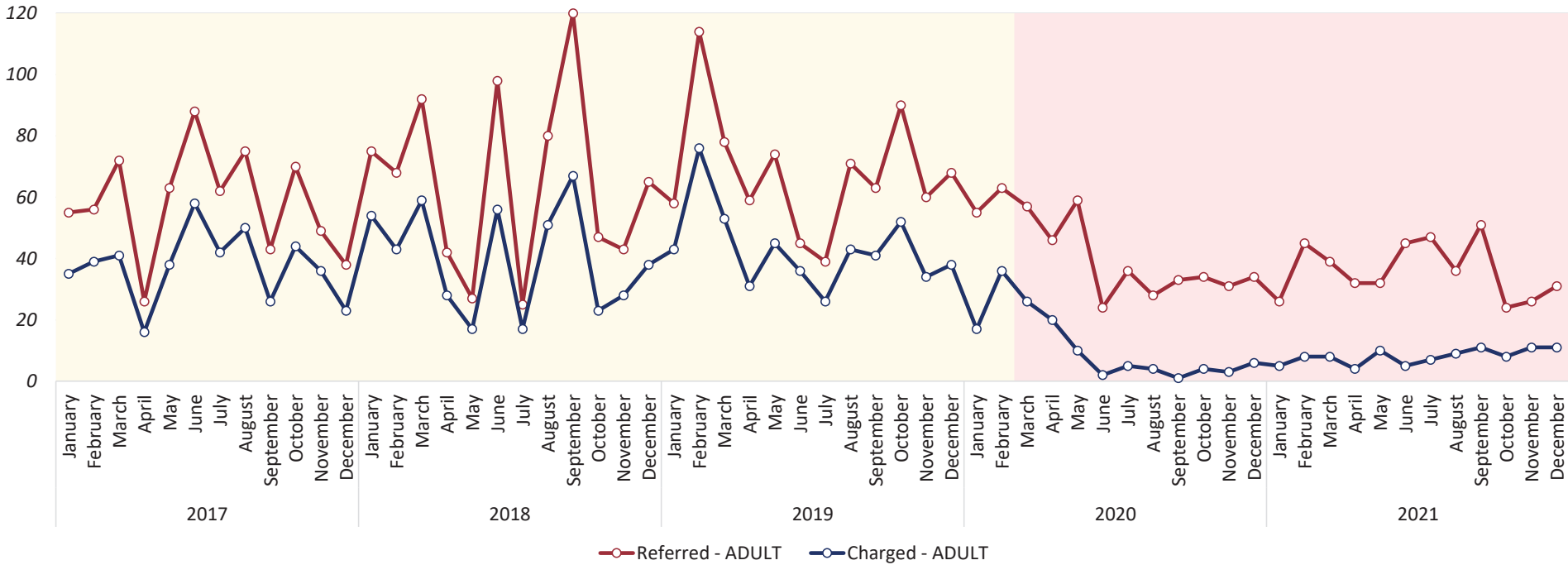




Drugs – 5th Degree Adult Cases

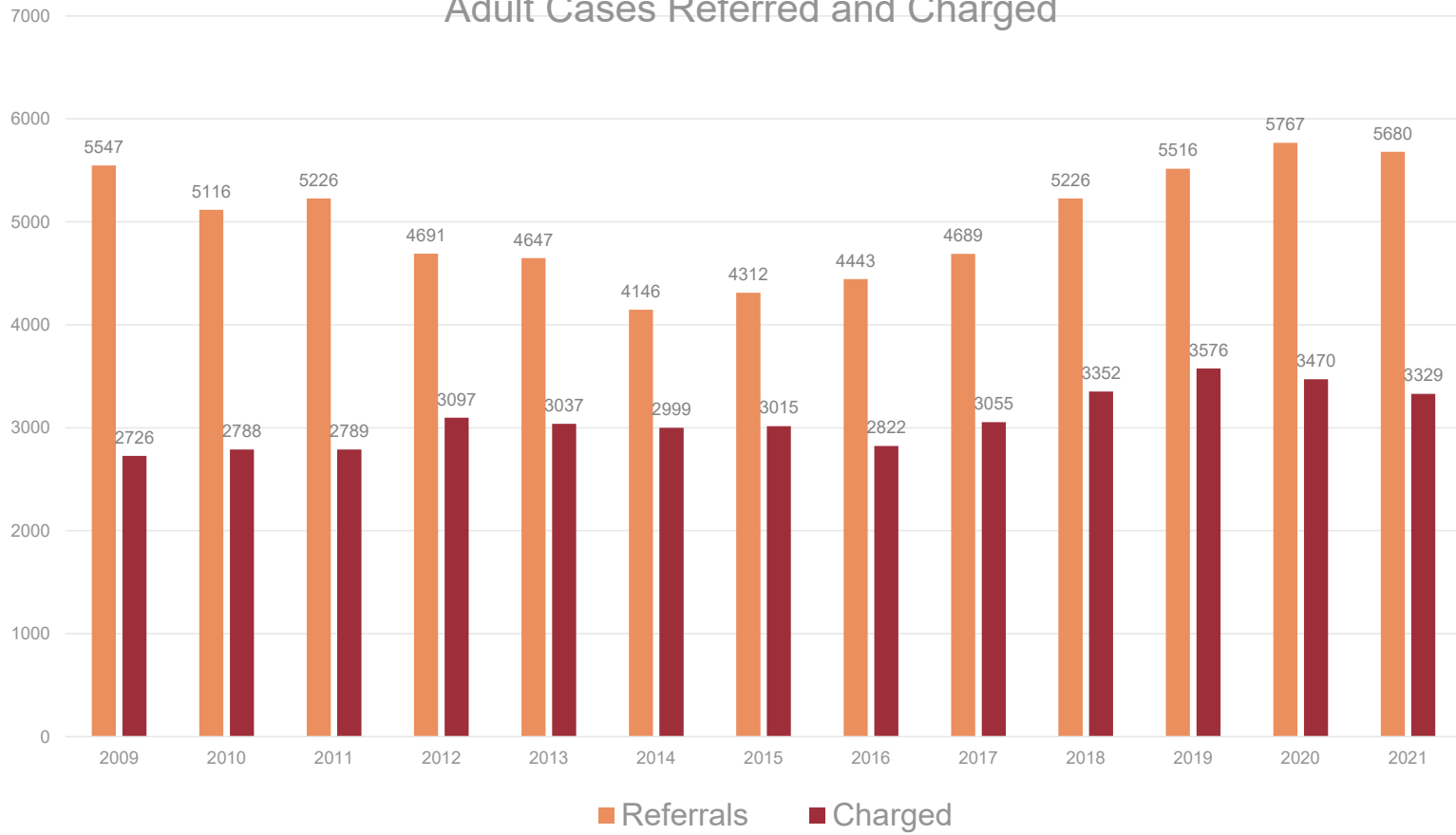
[Referred and Charged by Month]

January 2017 – December 2021



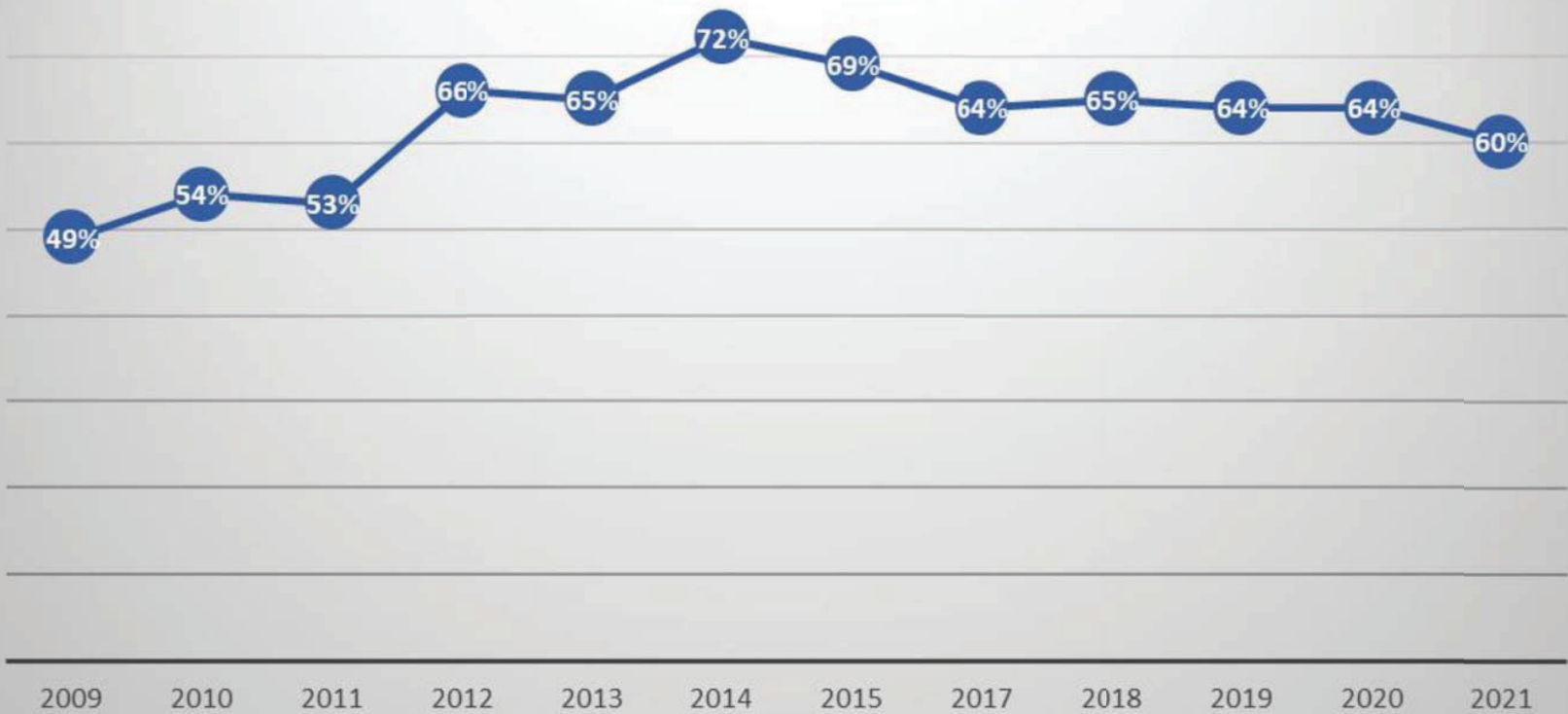


Ramsey County Attorney Adult Cases Referred and Charged





Ramsey County Attorney Historical Charging "Rate"



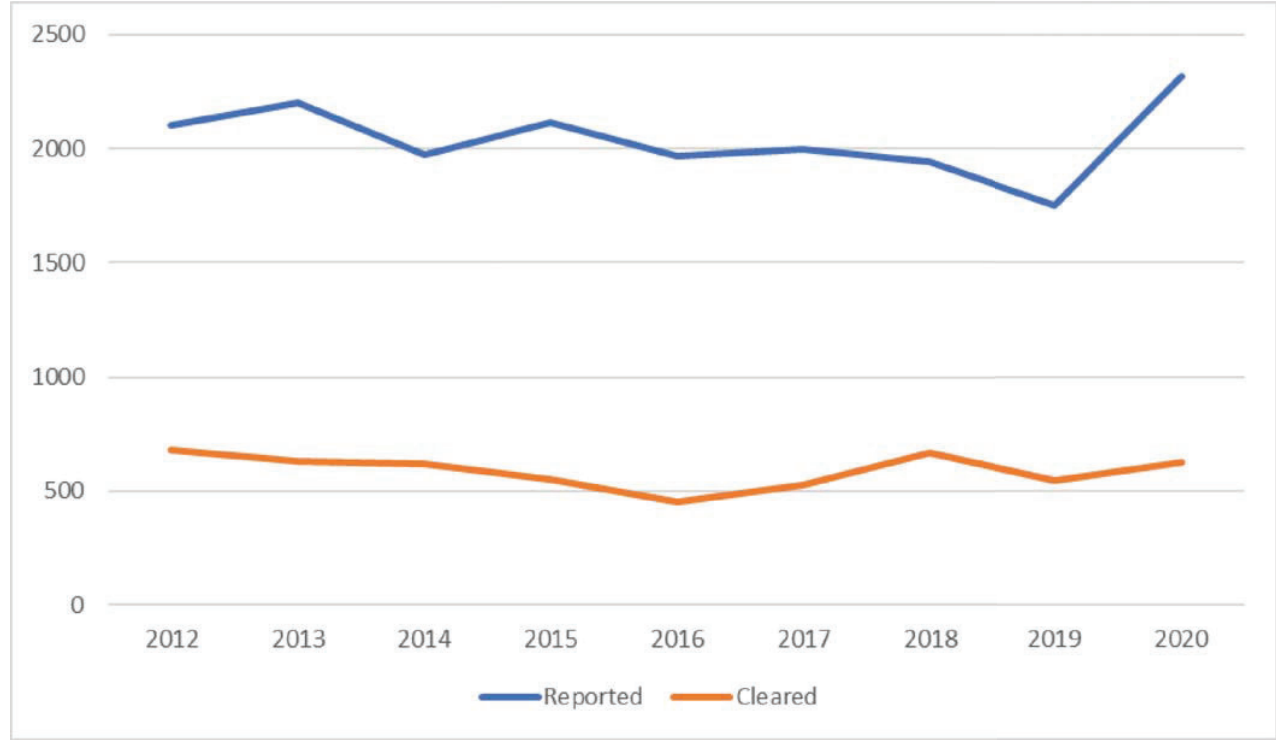


OFFICE OF THE RAMSEY COUNTY ATTORNEY
JOHN J. CHOI, COUNTY ATTORNEY

Issues

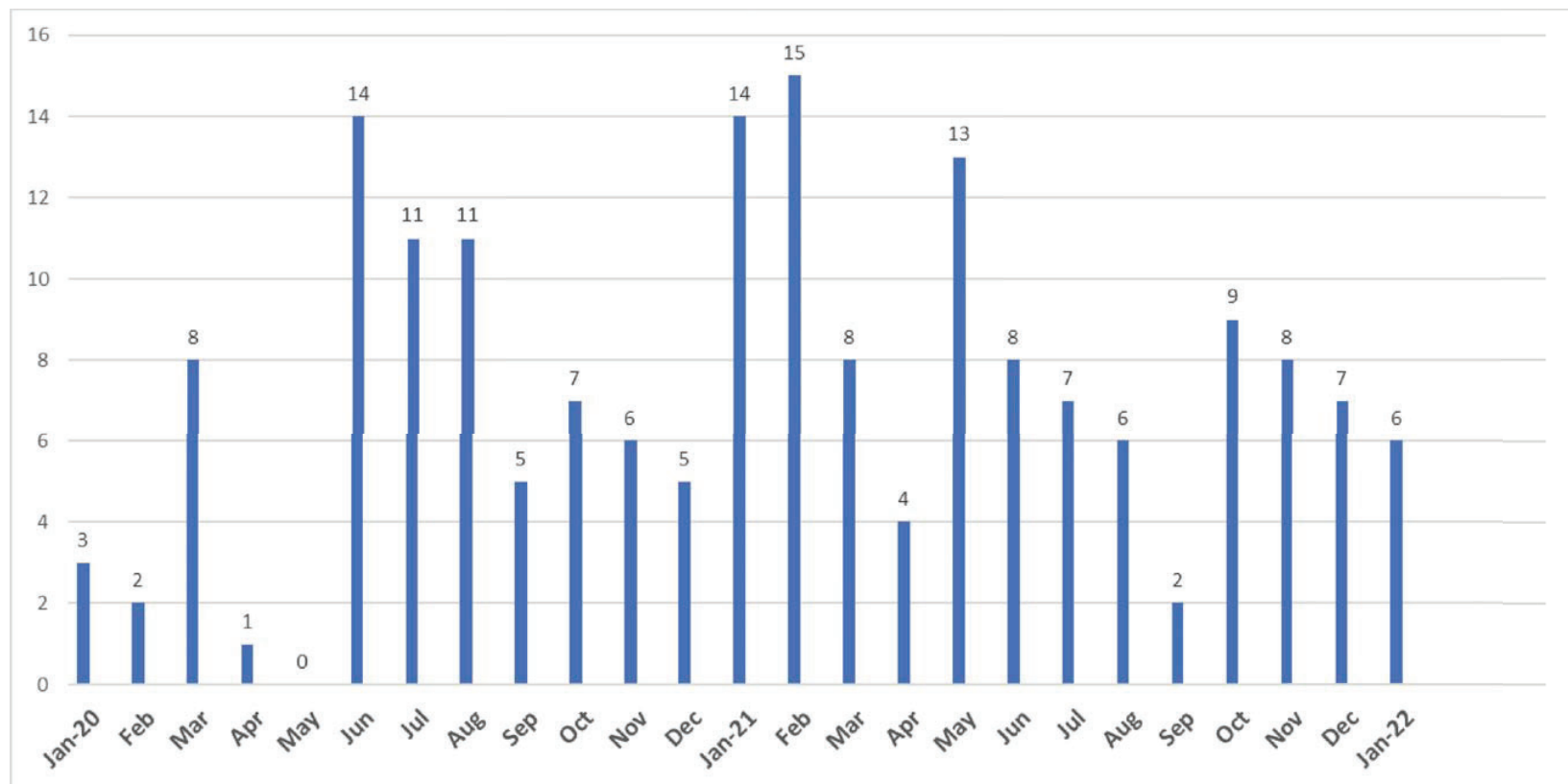


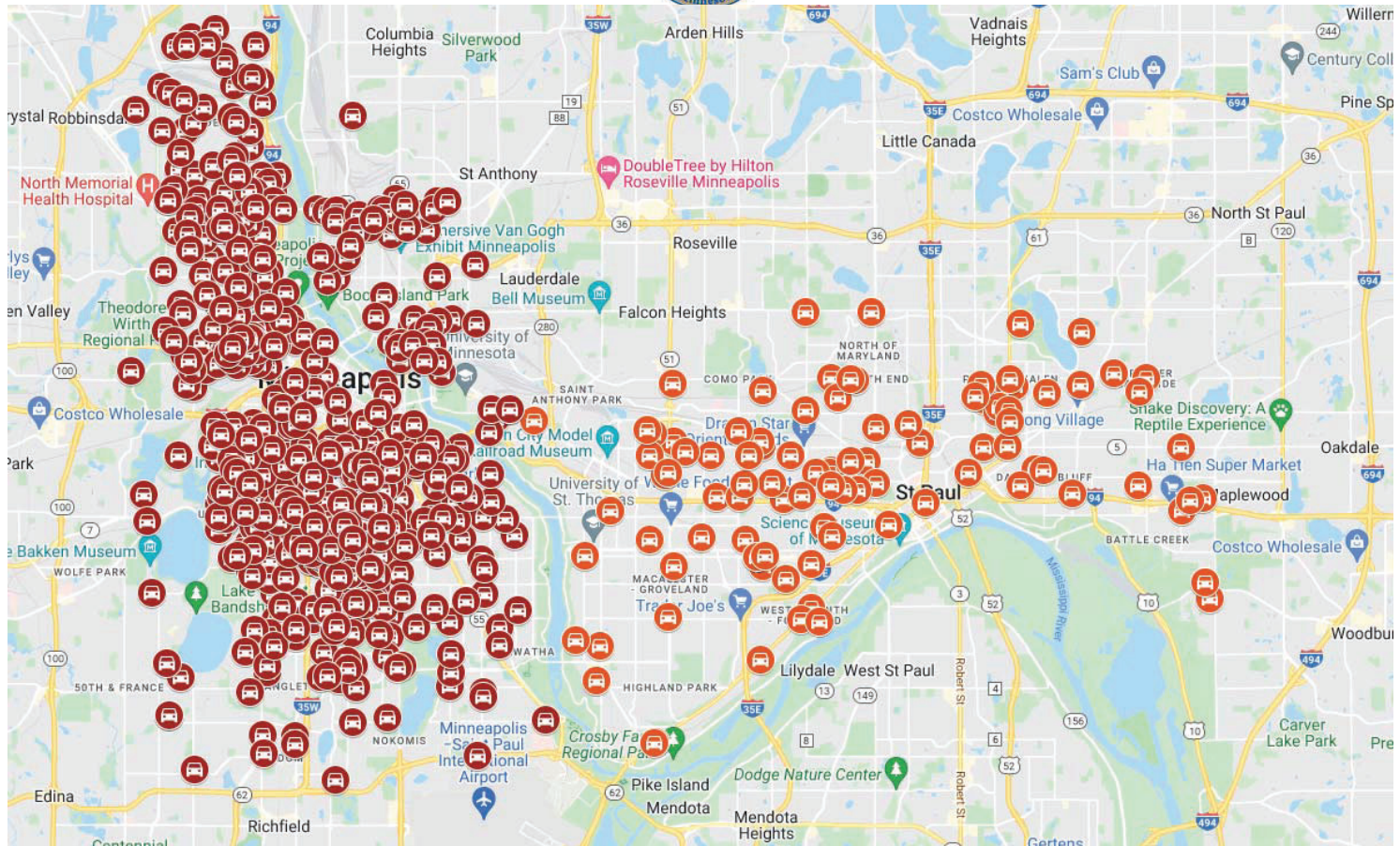
Saint Paul Violent Crime Reported to the FBI





SPPD carjacking incidents 2020-2022





2021 Carjackings - FOX9 KMSP Crime Data Analysis



National Crime Trends

Pandemic

Civil Unrest and Decreased Trust

Policing Challenges

Proliferation of Guns



Rule 20 “Gap” Cases

Competency to Stand Trial vs Civil Commitment Standard = Gap Cases

Cash Bail

In 2021 MN Freedom Fund paid an average of \$11,000 bail for 1,349 people (\$15 million)

Youth Placement

Limited options for local culturally competent and fully supportive placement.



OFFICE OF THE RAMSEY COUNTY ATTORNEY
JOHN J. CHOI, COUNTY ATTORNEY

Response



OFFICE OF THE RAMSEY COUNTY ATTORNEY
JOHN J. CHOI, COUNTY ATTORNEY

Ramsey County

Violence Reduction Leadership Group

Prevention. Intervention. Meaningful Accountability.



Violence Reduction Leadership Group

- Ramsey County Board Chair
 - Ramsey County Manager
 - Ramsey County Attorney
 - Ramsey County Sheriff
 - Saint Paul Mayor
 - Saint Paul City Council President & Members
 - Saint Paul City Attorney
 - Saint Paul Police Chief
 - Ramsey County Social Services
 - Saint Paul/Ramsey County Public Health
- Recently added:*
- Suburban Mayor
 - Suburban Police Chief
 - Chief Judge

Began formal meetings in April 2021



Violence Reduction Leadership Group

Carjacking & Auto Theft Team (CAT Team)

- Applied for and Secured additional funding from the State Department of Commerce for RCAO and RCSO.
- Created a dedicated team of law enforcement and prosecutors.
 - Additional resources and collaboration with community
 - Utilizing Focused Deterrence Strategies



Violence Reduction Leadership Group

Focused Deterrence

- Group Violence Intervention partnering with law enforcement and the community.
- Community Navigators
- The only evidence-based method proven to decrease gun violence.
- First community in the nation to apply it specifically to the problem of carjacking.
- Secured \$900,000 in federal funding.



Violence Reduction Leadership Group

Youth Placement

- Legislative Proposal for Local Residential Supportive Placements
 - HF 4624 (Her) / SF 4286 (Murphy)



Other Public Safety Initiatives

- **Non-Public Safety Traffic Stops**
 - In Collaboration with Law Enforcement Agencies
 - **Increase Community Trust**
 - **Focus Resources on Public Safety**
 - RCAO Policy:
 - Registration, Windshield Prohibitions, Window Tinting, Muffler Noise, 1 Headlight or Taillight
 - Public safety exceptions may be made.
 - Alternative notice and assistance being developed.

Note: No cases have yet been refused under new policy.



Other Public Safety Initiatives

- **Bail Reform Working Group**
 - Collaborative Process with Sheriff and Other System Leaders and Community
 - Move from Wealth-Based to Safety-Focused System
 - Reduce Jail Admissions and Improve Supports



Accountability and Prioritizing Our Response to Violence

In cases involving violent behavior including threatened violence, RCAO policy is to charge the highest *provable* offense.



OFFICE OF THE RAMSEY COUNTY ATTORNEY
JOHN J. CHOI, COUNTY ATTORNEY

Contact Information:
John.choi@co.ramsey.mn.us

CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Lois Knutson, Administrative Services & Performance Measurement Coordinator

PRESENTER: Melinda Coleman, City Manager

AGENDA ITEM: Resolution for Commissioner Reappointments

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

The City Council will review the list of commissioners whose terms will expire on April 30, 2022. The commissioners were asked to fill out an assessment to evaluate their time on the commission and to provide input to the council. Those commissioners approved for reappointment will serve another term, with the new term expiring three years from the term expiration date.

Recommended Action:

Motion to approve the attached resolution for Commissioner Reappointments.

Fiscal Impact:

Is There a Fiscal Impact? ☒ No ☐ Yes, the true or estimated cost is \$0.00

Financing source(s): ☐ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☒ Other: n/a

Strategic Plan Relevance:

☒ Community Inclusiveness ☐ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ☐ Operational Effectiveness ☐ Targeted Redevelopment

The City's Commissions and Boards provide an opportunity for citizens to become involved in City government and play a part in the decision making process.

Background

There are six commissioners whose terms will expire on April 30, 2022.
 Four of them have submitted applications for reappointment: Richard Currie (HPC). David Hughes (HPC), Amanda Reinert (CDRB), and Kimii Porter (PRC).
 Karen Poppa (PRC) has indicated that she does not wish to seek reappointment.
 Ananth Shankar (CDRB) has not responded at this time.

Below are the attendance records of those seeking reappointment.

Community Design Review Board

Amanda Reinert, member since 10/11/2021

Attendance: 2022: 2/2

Heritage Preservation Commission

Richard Currie, member since 7/26/2004

Attendance: 2019: 5/5 2020: 7/7 2021: 11/11 2022: 2/2

David Hughes, member since 10/25/2021

Attendance: 2021: 2/2 2022: 2/2

Parks & Recreation Commission

Kimii Porter, member since 11/14/2016

Attendance: 2019: 3/8 2020: 2/6 2021: 6/6 2022: 2/2

Attachments

1. Resolution for Reappointments
2. Reappointment Assessments

RESOLUTION

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

Hereby appoints the following individuals, who the Maplewood City Council has reviewed, to be reappointed to the following commissions:

Community Design Review Board

Amanda Reinert, term expires 4/30/2025

Heritage Preservation Commission

Richard Currie, term expires 4/30/2025

David Hughes, term expires 4/30/2025

Parks & Recreation Commission

Kimii Porter, term expires 4/30/2025



Maplewood Commission Reappointment Assessment

Date

04/18/2022

Your Name *

Amanda Reinert

Select Commission *

Community Design Review Board

Would you like to be reappointed? *

☒ Yes ☐ No

Why would you like to be reappointed?

I have enjoyed being on the board and having insight into what projects are being pursued in our city. I like having an impact and giving back to the community.

How do you feel you contribute to the Commission?

My experience in the building industry, and architectural background, as well as my general interest in making our community better.

What successes do you feel the Commission has had during your term?

I haven't been with the board long, but I feel the board allows great oversight into projects being built. I look forward to contributing more in the future.

Do you have any suggestions to help the Commission function more efficiently?

Not at this time.

What are some bigger issues/projects the Commission will be facing in the next 6 months?

I have not been on the board long, but I assume it will be reviewing projects in areas that need a lot of improvement. I think more time on the board will give me insight into future projects more broadly.

Any other comments for the City Council regarding your reappointment or the commission?

I look forward to continuing to give back to the community, and learning more about future projects, issues facing our community, etc.

(i.e. new topics or projects to explore, processes to consider, etc.)



Maplewood Commission Reappointment Assessment

Date

04/01/2022

Your Name *

Richard Currie

Select Commission *

Heritage Preservation Commission

Would you like to be reappointed? *

☒ Yes ☐ No

Why would you like to be reappointed?

There is a lot work to do

How do you feel you contribute to the Commission?

Knowing a lot of the history of Maplewood

What successes do you feel the Commission has had during your term?

Getting the city to be come a Certified City

Do you have any suggestions to help the Commission function more efficiently?**What are some bigger issues/projects the Commission will be facing in the next 6 months?****Any other comments for the City Council regarding your reappointment or the commission?**

(i.e. new topics or projects to explore, processes to consider, etc.)



Maplewood Commission Reappointment Assessment

Date

03/31/2022

Your Name *

David Hughes

Select Commission *

Heritage Preservation Commission

Would you like to be reappointed? *

☒ Yes ☐ No

Why would you like to be reappointed?

I feel the commission is making some real progress. I feel I have had a positive effect on the commission. I filled an expiring position and have had a very brief term.

How do you feel you contribute to the Commission?

One of the major projects we have begun, converting to an interactive website was an idea I brought to the table. This will be a several year project. I wish to see it through.

What successes do you feel the Commission has had during your term?

We have an action plan with target goals and timelines. We were able to develop a plan as a group. I can see progress.

Do you have any suggestions to help the Commission function more efficiently?

We are moving forward. All members must be will to be involved in the task we are trying to complete.

What are some bigger issues/projects the Commission will be facing in the next 6 months?

Getting the website project started. Working with the Maplewood historical society and the county on the Hmong cultural project

Any other comments for the City Council regarding your reappointment or the commission?

I am excited to be able to meet with other members in person. I am looking forward to working with the City, County and MHS. To research map and images for the website. I am excited to meet with schools about how the site can benefit our local students. I am excited to get to know Maplewood history better.

(i.e. new topics or projects to explore, processes to consider, etc.)

Maplewood Commission Reappointment Assessment

Name: Kimii Porter Date: April 20, 2022

Commission: Parks and Recreation

Would you like to be reappointed? ☒ Yes ☐ No (*Check One*)

If Yes, why? Our work for the City of Maplewood is continuous.

How do you feel you contribute to the Commission? Through team participation and individual ideas we come up with the best solutions. My ideas are individualized and diverse through my perspectives,

What successes do you feel the Commission has had during your term? The Commission has met all goals set over the 3 years that I have been there.

Do you have any suggestions to help the Commission function more efficiently?

We added a student perspective to add diversity. I would suggest less mail/paper and more email communications.

What are some bigger issues/projects the Commission will be facing in the next 6 months?

Part of our focus has been and remains meeting the needs of our elderly neighborhood and our communities of differing cultural backgrounds. We will also address how we plan for the future of Maplewood.

Any other comments for the City Council regarding your reappointment or the commission?

(*i.e. new topics or projects to explore, processes to consider, etc.*)

[Click here to enter text.](#)

Please return the completed form by Monday, April 15, 2022.

Return this form to:

Lois Knutson

City Manager's Office

1830 County Road B. East

Maplewood, MN 55109

Fax to: 651-249-2059

Email to: lois.knutson@maplewoodmn.gov

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CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager**REPORT FROM:** Ellen Paulseth, Finance Director**PRESENTER:** Ellen Paulseth, Finance Director**AGENDA ITEM:** Approval of Claims

Action Requested:	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing
Form of Action:	<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Contract/Agreement <input type="checkbox"/> Proclamation

Policy Issue:

The City Manager has reviewed the bills and authorized payment in accordance with City Council policies.

Recommended Action:

Motion to approve the approval of claims.

ACCOUNTS PAYABLE:

\$	183,597.68	Checks # 108851 thru # 108875 dated 04/12/22
\$	115,437.86	Checks # 108876 thru # 108900 dated 04/19/22
\$	1,100,744.63	Disbursements via debits to checking account dated 04/04/22 thru 04/17/22
\$	1,399,780.17	Total Accounts Payable

PAYROLL

\$	601,469.83	Payroll Checks and Direct Deposits dated 04/15/22
\$	601,469.83	Total Payroll
\$	2,001,250.00	GRAND TOTAL

Background

A detailed listing of these claim has been provided. 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

1. Listing of Paid Bills

Check Register
City of Maplewood

Check	Date	Vendor	Description	Amount	
108851	04/05/2022	00001	ONE TIME VENDOR	K SPANDE - DIRECT DEP RETURNED	1,330.98
108852	04/12/2022	06270	CREATING HEALTHIER COMMUNITIES	RECEPIENT #130765254 - PLEDGES	584.60
108853	04/12/2022	00519	FLEXIBLE PIPE TOOL CO.	REPAIR OF CCTV CAMERA - UNIT 623	2,434.90
108854	04/12/2022	05598	KELLY & LEMMONS, P.A.	PROSECUTION SERVICES - MARCH	16,250.00
108855	04/12/2022	00875	LOFFLER COMPANIES, INC.	CANON COPIER USAGE FEES - MARCH	975.23
108856	04/12/2022	05013	YALE MECHANICAL LLC	REPLACE HEAT EXCHANGER-CENTER FS	1,484.50
108857	04/12/2022	06163	AL TECHNOLOGIES, LLC	ONLINE BENEFITS ADMIN FEE- APRIL	358.75
108858	04/12/2022	06302	ALL STATE COMMUNICATIONS	LOW VOLTAGE RUNS NFS - INVOICE #1	28,400.00
108859	04/12/2022	04321	ANOKA COUNTY GOVERNMENT CTR	REG FEE FOR NOTARY - A COLEMAN	20.00
108860	04/12/2022	01854	AVI SYSTEMS, INC.	NORTH FIRE STATION AV PROJECT	13,638.27
108861	04/12/2022	06312	BUSINESS RADIO LICENSING	BUSINESS RADIO LICENSING	110.00
108862	04/12/2022	06244	CONTRACTORS CONNECTION INC.	CABLE EXTENSIONS - UNIT 513 & 514	599.00
108863	04/12/2022	00453	EHLERS, INC.	1375 FROST REDEVELOPMENT	1,512.50
108864	04/12/2022	06311	HEIMAN INC	PERSONAL PROTECTIVE EQUIP-HOODS	2,120.50
	04/12/2022	06311	HEIMAN INC	PERSONAL PROTECTIVE EQUIP-GLOVES	1,221.50
108865	04/12/2022	05533	KIRVIDA FIRE	REPAIRS TO E324	125.00
108866	04/12/2022	00827	L M C I T	CLAIM DEDUCTIBLE LMC GL 114455	1,517.67
108867	04/12/2022	05838	MINNESOTA BENEFIT ASSOCIATION	MONTHLY PREMIUM	355.17
108868	04/12/2022	06257	NINE NORTH	VIDEO PRODUCTION SERVICES - MARCH	1,314.00
108869	04/12/2022	06133	NO WAIT INSIDE, LLC	NOWAITINSIDE SERVICE - MARCH	1,600.00
108870	04/12/2022	00001	ONE TIME VENDOR	REIMB K BATCHELOR - PLOW DAMAGE	138.51
108871	04/12/2022	00396	MN DEPT OF PUBLIC SAFETY	CJDN ACCESS FEE - 1ST QTR JAN-MAR	1,920.00
108872	04/12/2022	06111	QUADIENT FINANCE USA, INC.	POSTAGE - 1902 POSTAGE MACHINE 6297	1,000.00
108873	04/12/2022	02001	CITY OF ROSEVILLE	PHONE & IT SUPPORT SRVS - APRIL	7,992.01
108874	04/12/2022	06313	SIBLEY COVE II, LLC	TIF PMT TO DEVELOPER 1ST HALF 2021	46,486.76
	04/12/2022	06313	SIBLEY COVE II, LLC	TIF PMT TO DEVELOPER 2ND HALF 2021	44,607.83
108875	04/12/2022	01789	CITY OF WOODBURY	GREYKEY SERVICES FOR 2022	5,500.00
					183,597.68
25 Checks in this report					

Check Register
City of Maplewood

Check	Date	Vendor	Description	Amount	
108876	04/19/2022	00211	BRAUN INTERTEC CORP.	NORTH FIRE STATION CONST PROJ	4,961.00
	04/19/2022	00211	BRAUN INTERTEC CORP.	NORTH FIRE STATION CONST PROJ	1,554.51
108877	04/19/2022	00283	CENTURY COLLEGE	CPR CARDS	300.00
	04/19/2022	00283	CENTURY COLLEGE	AHA TRAINING SITE FEE	150.00
108878	04/19/2022	01949	GARY L FISCHLER & ASSOC PA	EVALUATIONS FOR FIREFIGHTER-EMT	650.00
	04/19/2022	01949	GARY L FISCHLER & ASSOC PA	EVALUATIONS FOR FIRE CADET	650.00
108879	04/19/2022	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - MARCH	376.65
108880	04/19/2022	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 16-18 GLADSTONE PHASE 3	4,584.49
	04/19/2022	02728	KIMLEY-HORN & ASSOCIATES INC	PROJ 21-09 MAPLE HILLS FORCE MAIN	4,332.75
108881	04/19/2022	00532	MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEE LABOR REL - MARCH	817.00
	04/19/2022	00532	MADDEN GALANTER HANSEN, LLP	HR LEGAL FEES ARB & ADMIN - MARCH	579.80
108882	04/19/2022	01337	RAMSEY COUNTY-PROP REC & REV	RANGE USE - MARCH	1,080.00
108883	04/19/2022	01769	BARNETT WHITE BEAR	DODGE DURANGO INSPECTION	176.00
108884	04/19/2022	06235	COMMON SENSE	CONSULTANT FEE	7,780.00
	04/19/2022	06235	COMMON SENSE	CONSULTANT FEE	5,660.00
108885	04/19/2022	04371	ELECTRO WATCHMAN INC.	REPLACE BLADE 4 NOT WORKING	752.29
108886	04/19/2022	05313	GRAPHIC DESIGN, INC.	STATIONERY ORDER	3,606.00
	04/19/2022	05313	GRAPHIC DESIGN, INC.	STATIONERY ORDER	1,057.00
	04/19/2022	05313	GRAPHIC DESIGN, INC.	STATIONERY ORDER	497.00
	04/19/2022	05313	GRAPHIC DESIGN, INC.	BUSINESS CARDS - PARKS & NAT RES	180.00
	04/19/2022	05313	GRAPHIC DESIGN, INC.	STATIONERY ORDER	173.00
	04/19/2022	05313	GRAPHIC DESIGN, INC.	STATIONERY ORDER	52.00
108887	04/19/2022	05533	KIRVIDA FIRE	REPAIRS TO E325	3,587.04
108888	04/19/2022	00827	L M C I T	INS EMTF 12/09/21 - 12/09/22	2,235.00
	04/19/2022	00827	L M C I T	CLAIM DEDUCTIBLE LMC CA 112615	1,869.56
	04/19/2022	00827	L M C I T	WC CLAIM #00471606	795.52
	04/19/2022	00827	L M C I T	WC CLAIM #00467246	29.58
108889	04/19/2022	00892	M A P E T	MEMBERSHIP DUES - S SHEA	35.00
108890	04/19/2022	05222	MARTIN-MCALLISTER	PUBLIC SAFETY ASSESSEMENT	2,400.00
108891	04/19/2022	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - MARCH	3,407.01
108892	04/19/2022	01340	REGIONS HOSPITAL	EMS SUPPLIES	1,385.50
108893	04/19/2022	05812	ROGUE	PHYSICAL FITNESS EQUIPMENT 1/2 PMT	21,924.44
108894	04/19/2022	03879	SANSIO	REPORTING SOFTWARE FAX FEE - JAN	100.00
108895	04/19/2022	00198	ST PAUL REGIONAL WATER SRVS	WATER UTILITY	77.82
108896	04/19/2022	06107	TOKLE INSPECTIONS, INC.	ELECTRICAL INSPECTIONS - MARCH	11,613.72
108897	04/19/2022	05663	TRANS UNION LLC	CREDIT REPORTING SERVICE - MARCH	87.20
108898	04/19/2022	05842	MIKE TURNBULL	FIRE MARSHAL SERVICES 03/02-03/08	1,056.00
	04/19/2022	05842	MIKE TURNBULL	FIRE MARSHAL SERVICES 02/09-02/21	984.00
108899	04/19/2022	06292	WARNERS STELLIAN	APPLIANCES FOR NFS - FINAL PMT	23,330.98
108900	04/19/2022	05187	WHITE BEAR AREA	MEMBERSHIP FEES JUNE 2022-MAY 2023	550.00
					115,437.86
25 Checks in this report					

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
4/4/2022	Delta Dental	Dental Premium	4,123.33
4/4/2022	Empower - State Plan	PR - Deferred Compensation	27,110.00
4/4/2022	MN State Treasurer	PR - State Payroll Tax	30,551.31
4/4/2022	MN State Treasurer	Drivers License/Deputy Registrar	134,815.39
4/5/2022	MN State Treasurer	Drivers License/Deputy Registrar	28,237.69
4/6/2022	MN State Treasurer	Drivers License/Deputy Registrar	59,824.56
4/7/2022	MN State Treasurer	Drivers License/Deputy Registrar	87,355.67
4/8/2022	MN Dept of Natural Resources	DNR electronic licenses	327.10
4/8/2022	MN State Treasurer	Drivers License/Deputy Registrar	85,668.94
4/8/2022	Optum Health	DCRP & Flex plan payments	1,889.13
4/11/2022	Delta Dental	Dental Premium	3,170.74
4/11/2022	MN State Treasurer	Drivers License/Deputy Registrar	62,793.47
4/12/2022	MN State Treasurer	Drivers License/Deputy Registrar	41,703.24
4/13/2022	MN State Treasurer	Drivers License/Deputy Registrar	89,976.62
4/14/2022	MN State Treasurer	Drivers License/Deputy Registrar	67,048.04
4/15/2022	MN Dept of Natural Resources	DNR electronic licenses	709.20
4/15/2022	MN State Treasurer	PR - State Payroll Tax	25,127.07
4/15/2022	MN State Treasurer	Drivers License/Deputy Registrar	49,853.55
4/15/2022	Optum Health	DCRP & Flex plan payments	2,059.73
4/15/2022	P.E.R.A.	PR - P.E.R.A.	128,800.82
4/15/2022	U.S. Treasurer	PR - Federal Payroll Tax	107,877.67
4/15/2022	US Bank VISA One Card*	Purchasing Card Items	61,721.36
			<u><u>1,100,744.63</u></u>

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
04/04/2022	04/05/2022	STREET FLEET	\$28.49	REGAN BEGGS
03/27/2022	03/28/2022	AMZN MKTP US*163983AE0	\$109.75	ASHLEY BERGERON
04/02/2022	04/04/2022	AMZN MKTP US*1642B36N2	\$60.05	ASHLEY BERGERON
03/26/2022	03/28/2022	OFFICE DEPOT #1090	\$128.89	CHAD BERGO
04/05/2022	04/06/2022	B&H PHOTO 800-606-6969	\$125.28	CHAD BERGO
03/26/2022	03/28/2022	HAMMER MADE - MALL OF AME	\$277.00	BRIAN BIERDEMAN
03/26/2022	03/28/2022	DSW MALL OF AMERICA	\$194.99	BRIAN BIERDEMAN
04/04/2022	04/05/2022	FLEET FARM CSTORE 2710	\$96.95	BRENT BUCKLEY
03/31/2022	04/01/2022	U OF M CONTELEARNING	\$215.00	NATHAN BURLINGAME
03/25/2022	03/28/2022	GRAPHIC DESIGN INC	\$257.97	DANIEL BUSACK
03/25/2022	03/28/2022	SUBURBAN AUTO BODY	\$1,940.38	DANIEL BUSACK
03/28/2022	03/29/2022	THE UPS STORE 2171	\$15.40	DANIEL BUSACK
04/01/2022	04/04/2022	EMERGENCY AUTOMOTIVE TE	\$58.03	DANIEL BUSACK
03/30/2022	04/01/2022	THE HOME DEPOT #2801	\$45.90	SCOTT CHRISTENSON
04/06/2022	04/08/2022	MENARDS OAKDALE MN	\$39.70	SCOTT CHRISTENSON
03/24/2022	03/28/2022	THE HOME DEPOT #2801	\$43.94	THOMAS DABRUZZI
04/01/2022	04/04/2022	LEAGUE OF MINNESOTA CITI	\$575.00	MIKE DARROW
04/05/2022	04/07/2022	FEDEX 271683854091	\$19.40	BRAD DAVISON
04/02/2022	04/04/2022	CORT FURNITURE RENTAL	\$197.39	RICHARD DAWSON
03/25/2022	03/28/2022	COMO PARK ANIMAL HOSPI	\$54.67	JOSEPH DEMULLING
03/27/2022	03/28/2022	BCA TRAINING EDUCATION	\$250.00	JOSEPH DEMULLING
03/27/2022	03/28/2022	BCA TRAINING EDUCATION	\$250.00	JOSEPH DEMULLING
03/28/2022	03/30/2022	USPCA	\$70.00	JOSEPH DEMULLING
03/28/2022	03/30/2022	ACTION TARGETS	\$134.40	MICHAEL DUGAS
03/31/2022	04/01/2022	HALEY STRATEGIC PARTNERS	\$605.93	MICHAEL DUGAS
04/07/2022	04/08/2022	HOLIDAY STATIONS 0226	\$50.12	MICHAEL DUGAS
03/25/2022	03/28/2022	BEST WESTERN ST CLOUD	\$368.28	CHRISTINE EVANS
03/31/2022	04/04/2022	OFFICE DEPOT #1090	\$271.17	CHRISTINE EVANS
04/04/2022	04/06/2022	OFFICE DEPOT #1090	\$13.36	CHRISTINE EVANS
04/04/2022	04/06/2022	OFFICE DEPOT #1090	\$781.96	CHRISTINE EVANS
03/25/2022	03/28/2022	BARNES&NOBLE.COM	\$15.56	MYCHAL FOWLDS
03/30/2022	03/31/2022	WEB*NETWORKSOLUTIONS	\$7.99	MYCHAL FOWLDS
04/01/2022	04/04/2022	ELECTRO WATCHMAN INC	\$780.00	MYCHAL FOWLDS
04/02/2022	04/04/2022	AMZN MKTP US*167VX0Y30	\$48.10	MYCHAL FOWLDS
04/03/2022	04/04/2022	COMCAST CABLE COMM	\$25.19	MYCHAL FOWLDS
04/06/2022	04/07/2022	QUADIENT INC ORACLE	\$279.46	MYCHAL FOWLDS
04/06/2022	04/07/2022	COMCAST BUSINESS	\$826.00	MYCHAL FOWLDS
04/07/2022	04/08/2022	PLANGRID	\$52.61	MYCHAL FOWLDS
04/07/2022	04/08/2022	AT&T PAYMENT	\$62.50	MYCHAL FOWLDS
04/07/2022	04/08/2022	VISION33 INC	\$6,600.00	MYCHAL FOWLDS
03/29/2022	03/30/2022	IDU*INSIGHT PUBLIC SEC	\$371.38	NICK FRANZEN
04/02/2022	04/04/2022	MSFT * E0500I89QO	\$17.40	NICK FRANZEN
04/04/2022	04/05/2022	IDU*INSIGHT PUBLIC SEC	\$285.47	NICK FRANZEN
04/04/2022	04/05/2022	IDU*INSIGHT PUBLIC SEC	\$140.35	NICK FRANZEN
04/06/2022	04/07/2022	AMZN MKTP US*1H7KR0Y71	\$131.93	NICK FRANZEN
04/06/2022	04/07/2022	IDU*INSIGHT PUBLIC SEC	\$1,689.33	NICK FRANZEN
04/06/2022	04/07/2022	SQ *CPR: CELL PHONE REPAI	\$75.00	NICK FRANZEN
03/29/2022	03/31/2022	THE HOME DEPOT #2801	\$149.00	TAMARA HAYS
03/31/2022	04/04/2022	THE HOME DEPOT #2801	\$12.84	TAMARA HAYS
04/01/2022	04/04/2022	MENARDS OAKDALE MN	\$389.99	TAMARA HAYS
04/07/2022	04/08/2022	SITEONE LANDSCAPE SUPPLY,	\$1,231.14	TAMARA HAYS
04/07/2022	04/08/2022	THE STAR TRIBUNE ONLINE	\$650.00	LINDSAY HERZOG
03/30/2022	03/31/2022	FASTENAL COMPANY 01MNT11	\$292.96	GARY HINNENKAMP
03/30/2022	04/01/2022	DIAMOND VOGEL PAINT #807	\$1,059.00	GARY HINNENKAMP
04/05/2022	04/06/2022	FASTENAL COMPANY 01MNT11	\$777.19	GARY HINNENKAMP
04/05/2022	04/06/2022	FASTENAL COMPANY 01MNT11	\$173.01	GARY HINNENKAMP
03/25/2022	03/28/2022	DALCO ENTERPRISES	\$331.23	DAVID JAHN
03/28/2022	03/29/2022	DALCO ENTERPRISES	\$102.80	DAVID JAHN
04/06/2022	04/07/2022	DALCO ENTERPRISES	\$756.03	DAVID JAHN
03/28/2022	03/30/2022	OFFICE DEPOT #1090	\$116.87	MEGHAN JANASZAK

03/30/2022	03/31/2022	SHRED-IT USA LLC	\$8.76	LOIS KNUTSON
03/30/2022	03/31/2022	SHRED-IT USA LLC	\$64.02	LOIS KNUTSON
04/01/2022	04/04/2022	HILTON GARDEN INN	\$241.16	ERIC KUBAT
03/25/2022	03/28/2022	THE BIG BLUE BOX	\$190.00	JASON KUCHENMEISTER
03/29/2022	03/30/2022	MEDTECH FOR	\$434.00	JASON KUCHENMEISTER
04/06/2022	04/07/2022	DALCO ENTERPRISES	\$250.20	CHING LO
04/07/2022	04/08/2022	DALCO ENTERPRISES	\$149.28	CHING LO
04/01/2022	04/04/2022	EB MAHCO-2022 SPRING	\$109.34	MIKE MARTIN
03/25/2022	03/28/2022	WARNERS' STELLIAN WB	\$2,941.99	MICHAEL MONDOR
03/30/2022	03/31/2022	WYCKOFFS WORKSHOP	\$1,198.00	MICHAEL MONDOR
03/30/2022	03/31/2022	ATMOSPHERE COMM INT 0	\$735.98	MICHAEL MONDOR
03/31/2022	04/01/2022	ASPEN MILLS	\$61.90	MICHAEL MONDOR
04/01/2022	04/04/2022	AIRGAS USA, LLC	\$311.65	MICHAEL MONDOR
04/01/2022	04/04/2022	AIRGAS USA, LLC	\$100.32	MICHAEL MONDOR
04/06/2022	04/07/2022	AIRGAS USA, LLC	\$147.67	MICHAEL MONDOR
04/06/2022	04/07/2022	AIRGAS USA, LLC	\$292.56	MICHAEL MONDOR
04/07/2022	04/08/2022	KIDDE FIRE TRAINERS	\$3,986.00	MICHAEL MONDOR
03/30/2022	03/31/2022	CINTAS CORP	\$160.96	BRYAN NAGEL
03/30/2022	03/31/2022	CINTAS CORP	\$106.37	BRYAN NAGEL
03/30/2022	03/31/2022	CINTAS CORP	\$32.73	BRYAN NAGEL
03/30/2022	03/31/2022	CINTAS CORP	\$38.87	BRYAN NAGEL
03/30/2022	03/31/2022	CINTAS CORP	\$12.75	BRYAN NAGEL
03/31/2022	04/01/2022	CINTAS CORP	\$70.75	BRYAN NAGEL
04/06/2022	04/07/2022	CINTAS CORP	\$128.93	BRYAN NAGEL
04/06/2022	04/07/2022	CINTAS CORP	\$125.57	BRYAN NAGEL
04/06/2022	04/07/2022	CINTAS CORP	\$12.75	BRYAN NAGEL
04/06/2022	04/07/2022	CINTAS CORP	\$32.73	BRYAN NAGEL
04/06/2022	04/07/2022	CINTAS CORP	\$15.05	BRYAN NAGEL
03/29/2022	03/30/2022	LTG POWER EQUIPMENT	\$243.62	JOHN NAUGHTON
03/29/2022	03/31/2022	THE HOME DEPOT 2801	\$312.97	JOHN NAUGHTON
03/31/2022	04/04/2022	THE HOME DEPOT #2801	\$17.98	JOHN NAUGHTON
04/06/2022	04/08/2022	THE HOME DEPOT #2801	\$109.09	JOHN NAUGHTON
04/05/2022	04/06/2022	WOLFPACK	\$115.05	MICHAEL NYE
04/05/2022	04/07/2022	MENARDS OAKDALE MN	\$196.71	JORDAN ORE
04/05/2022	04/07/2022	MENARDS OAKDALE MN	\$28.03	JORDAN ORE
04/06/2022	04/07/2022	GOVERNMENT FINANCE OFFIC	\$305.00	ELLEN PAULSETH
03/24/2022	03/28/2022	BOUND TREE MEDICAL LLC	\$396.40	KENNETH POWERS
03/30/2022	04/01/2022	BOUND TREE MEDICAL LLC	\$209.00	KENNETH POWERS
04/04/2022	04/05/2022	LIFE ASSIST INC	\$175.00	KENNETH POWERS
04/07/2022	04/08/2022	LIFE ASSIST INC	\$180.00	KENNETH POWERS
03/24/2022	03/28/2022	THE HOME DEPOT #2801	\$7.99	STEVEN PRIEM
03/25/2022	03/28/2022	AN FORD WHITE BEAR LAK	\$403.00	STEVEN PRIEM
03/25/2022	03/28/2022	AN FORD WHITE BEAR LAK	\$27.54	STEVEN PRIEM
03/28/2022	03/30/2022	NORTHERN TOOL+EQUIP	\$204.97	STEVEN PRIEM
03/29/2022	03/31/2022	AN FORD WHITE BEAR LAK	\$126.63	STEVEN PRIEM
03/29/2022	03/31/2022	AN FORD WHITE BEAR LAK	\$170.49	STEVEN PRIEM
03/30/2022	03/31/2022	0391-AUTOPLUS	\$15.75	STEVEN PRIEM
03/30/2022	03/31/2022	0391-AUTOPLUS	\$129.72	STEVEN PRIEM
03/31/2022	04/01/2022	FACTORY MTR PTS #19	\$7.43	STEVEN PRIEM
03/31/2022	04/01/2022	FLEET FARM 2700	\$138.46	STEVEN PRIEM
04/01/2022	04/04/2022	0391-AUTOPLUS	\$154.35	STEVEN PRIEM
04/01/2022	04/04/2022	AN FORD WHITE BEAR LAK	\$18.16	STEVEN PRIEM
04/01/2022	04/04/2022	AN FORD WHITE BEAR LAK	\$63.70	STEVEN PRIEM
04/04/2022	04/05/2022	WHEELCO NEWPORT	\$36.78	STEVEN PRIEM
04/04/2022	04/05/2022	MACQUEEN EQUIPMENT GROUP	\$248.63	STEVEN PRIEM
04/04/2022	04/06/2022	AN FORD WHITE BEAR LAK	\$54.35	STEVEN PRIEM
04/04/2022	04/06/2022	AN FORD WHITE BEAR LAK	\$819.16	STEVEN PRIEM
04/04/2022	04/06/2022	NORTHERN TOOL+EQUIP	\$27.97	STEVEN PRIEM
04/05/2022	04/06/2022	AN FORD WHITE BEAR LAK	(\$14.09)	STEVEN PRIEM
04/05/2022	04/06/2022	AN FORD WHITE BEAR LAK	(\$63.70)	STEVEN PRIEM
04/05/2022	04/06/2022	CW MILL EQUIPMENT CO	\$786.70	STEVEN PRIEM
04/05/2022	04/06/2022	SOL*SNAP-ON INDUSTRIAL	\$555.30	STEVEN PRIEM

04/05/2022	04/06/2022	AN FORD WHITE BEAR LAK	\$142.98	STEVEN PRIEM
04/05/2022	04/06/2022	MIDWAY FORD	\$22.26	STEVEN PRIEM
04/05/2022	04/06/2022	TRI-STATE BOBCAT	\$196.70	STEVEN PRIEM
04/06/2022	04/07/2022	0391-AUTOPLUS	(\$154.35)	STEVEN PRIEM
04/06/2022	04/07/2022	KREMER SERVICES	\$1,024.80	STEVEN PRIEM
04/07/2022	04/08/2022	0391-AUTOPLUS	\$49.27	STEVEN PRIEM
03/30/2022	03/31/2022	THE STAR TRIBUNE ONLINE	\$760.00	TERRIE RAMEAUX
04/01/2022	04/04/2022	MINNESOTA WOMEN'S PRESS	\$116.00	TERRIE RAMEAUX
04/05/2022	04/07/2022	MINNESOTA OCCUPATIONAL HE	\$2,096.00	TERRIE RAMEAUX
04/01/2022	04/04/2022	AMZN MKTP US*1693H0532	\$57.93	MICHAEL RENNER
04/03/2022	04/04/2022	AMAZON.COM*1H0HY4HE1 AMZN	\$119.80	MICHAEL RENNER
04/03/2022	04/04/2022	AMAZON.COM*1680E52N2	\$276.98	MICHAEL RENNER
04/06/2022	04/07/2022	AMZN MKTP US*1H2H24V40 AM	\$137.90	MICHAEL RENNER
04/06/2022	04/07/2022	AMZN MKTP US*1H8K39YR1	\$72.21	MICHAEL RENNER
04/08/2022	04/08/2022	AMZN MKTP US*1H46R91V2	\$539.84	MICHAEL RENNER
03/29/2022	03/30/2022	HY-VEE OAKDALE 1462	\$23.98	AUDRA ROBBINS
03/29/2022	03/30/2022	CUB FOODS - OAKDALE	\$39.43	AUDRA ROBBINS
03/29/2022	03/30/2022	AMZN MKTP US*165P43WL1 AM	\$45.04	AUDRA ROBBINS
03/29/2022	03/30/2022	AMZN MKTP US*166VQ9W01	\$53.86	AUDRA ROBBINS
03/30/2022	03/31/2022	CINTAS CORP	\$72.86	AUDRA ROBBINS
04/02/2022	04/04/2022	AMZN MKTP US*167QN5Y30	\$8.38	AUDRA ROBBINS
04/05/2022	04/06/2022	CUMMINS NORTHEAST LLC	\$758.25	JOSEPH RUEB
04/07/2022	04/08/2022	CUB FOODS #1599	\$2,100.00	JOSEPH RUEB
04/07/2022	04/08/2022	CUB FOODS #1599	\$2,250.00	JOSEPH RUEB
03/25/2022	03/28/2022	NORTHERN TOOL+EQUIP	\$31.98	ROBERT RUNNING
03/25/2022	03/28/2022	THE HOME DEPOT #2801	\$13.79	ROBERT RUNNING
03/28/2022	03/29/2022	GRAINGER	\$107.31	ROBERT RUNNING
03/30/2022	03/31/2022	GRAINGER	\$61.96	ROBERT RUNNING
03/30/2022	04/05/2022	GRAINGER	(\$107.31)	ROBERT RUNNING
03/31/2022	04/01/2022	FARMER BOBS PARTS & SUPPL	\$177.95	ROBERT RUNNING
03/31/2022	04/04/2022	MENARDS OAKDALE MN	\$228.12	ROBERT RUNNING
04/01/2022	04/04/2022	TRI-STATE BOBCAT	\$53.78	ROBERT RUNNING
04/06/2022	04/07/2022	U.S. PLASTIC CORPORATION	\$33.11	ROBERT RUNNING
04/06/2022	04/07/2022	HEJNY RENTAL INC	\$222.34	ROBERT RUNNING
04/07/2022	04/08/2022	HEJNY RENTAL INC	\$143.19	ROBERT RUNNING
04/04/2022	04/06/2022	MN POLLUTION CONTROL AGEN	\$40.00	SCOTT SCHULTZ
04/04/2022	04/06/2022	MN POLLUTION CONTROL SERV	\$0.86	SCOTT SCHULTZ
03/25/2022	03/28/2022	OFFICE DEPOT #1090	\$57.39	STEPHANIE SHEA
03/31/2022	04/01/2022	CINTAS CORP	\$53.82	STEPHANIE SHEA
04/01/2022	04/04/2022	OFFICE DEPOT #1090	\$3.87	STEPHANIE SHEA
04/02/2022	04/04/2022	GALLS	\$3,911.46	STEPHANIE SHEA
04/06/2022	04/07/2022	LANGUAGE LINE	\$190.88	STEPHANIE SHEA
04/05/2022	04/06/2022	BARNETT WHITE BEAR CHRYSL	\$288.00	JOSEPH STEINER
03/31/2022	04/04/2022	MENARDS OAKDALE MN	\$434.64	KAL STOKES
04/03/2022	04/04/2022	COYOTE TACTICAL SOLUTI	\$97.42	BRIAN TAUZELL
03/30/2022	03/31/2022	TRI-STATE BOBCAT	\$701.86	TODD TEVLIN
04/01/2022	04/04/2022	TRI-STATE BOBCAT	(\$23.32)	TODD TEVLIN
04/05/2022	04/06/2022	TRI-STATE BOBCAT	\$36.66	TODD TEVLIN
03/21/2022	03/28/2022	MINN COR INDUSTRIES	(\$35.00)	KRIS WEAVER
03/29/2022	03/30/2022	SOL*SNAP-ON INDUSTRIAL	\$104.35	JEFF WILBER
03/29/2022	03/30/2022	SOL*SNAP-ON INDUSTRIAL	\$68.11	JEFF WILBER
03/30/2022	03/31/2022	SOL*SNAP-ON INDUSTRIAL	\$44.65	JEFF WILBER
04/05/2022	04/06/2022	SOL*SNAP-ON INDUSTRIAL	\$118.53	JEFF WILBER
04/05/2022	04/07/2022	THE HOME DEPOT #2801	\$14.99	JEFF WILBER
04/06/2022	04/08/2022	THE HOME DEPOT #2801	\$69.15	JEFF WILBER
04/07/2022	04/08/2022	COREMARK METALS -MN	\$14.60	JEFF WILBER
03/28/2022	03/29/2022	LIFE ASSIST INC	\$331.44	ERIC ZAPPA
03/31/2022	04/04/2022	BOUND TREE MEDICAL LLC	\$522.50	ERIC ZAPPA

\$61,721.36

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>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	04/15/22	ABRAMS, MARYLEE	602.85	
	04/15/22	CAVE, REBECCA	530.61	
	04/15/22	JUENEMANN, KATHLEEN	530.61	
	04/15/22	KNUTSON, WILLIAM	530.61	
	04/15/22	VILLAVICENCIO, NICHOLE	530.61	
	04/15/22	COLEMAN, MELINDA	7,040.00	
	04/15/22	DARROW, MICHAEL	4,765.19	
	04/15/22	KNUTSON, LOIS	3,403.95	
	04/15/22	CHRISTENSON, SCOTT	2,445.70	
	04/15/22	DOUGLASS, TOM	2,830.56	
	04/15/22	JAHN, DAVID	2,322.08	
	04/15/22	HERZOG, LINDSAY	2,902.82	
	04/15/22	RAMEAUX, THERESE	3,766.80	
	04/15/22	DEBILZAN, JUDY	2,590.50	
	04/15/22	PAULSETH, ELLEN	5,712.55	
	04/15/22	RACETTE, THOMAS	2,601.07	
	04/15/22	RUEB, JOSEPH	4,646.49	
	04/15/22	STANLEY, JENNIFER	3,507.39	
	04/15/22	ARNOLD, AJLA	1,185.40	
	04/15/22	CROSS, JULIA	1,950.40	
	04/15/22	EVANS, CHRISTINE	2,439.20	
	04/15/22	LARSON, MICHELLE	2,319.20	
	04/15/22	SCHORR, JENNIFER	1,824.20	
	04/15/22	SINDT, ANDREA	3,941.09	
	04/15/22	ABRAHAM, JOSHUA	2,849.60	2,849.60
	04/15/22	HANSON, MELISSA	2,170.40	
	04/15/22	HOCKBEIN, JUDY	1,268.43	
	04/15/22	KRAMER, PATRICIA	1,382.94	
	04/15/22	MOY, PAMELA	2,011.97	
	04/15/22	OSTER, ANDREA	2,323.82	
	04/15/22	VITT, JULIANNE	1,569.21	
	04/15/22	WEAVER, KRISTINE	3,457.42	
	04/15/22	XIONG, KANGBAO	1,113.60	
	04/15/22	BAKKE, LONN	3,686.38	
	04/15/22	BELDE, STANLEY	4,818.60	
	04/15/22	BENJAMIN, MARKESE	4,316.44	
	04/15/22	BERGERON, ASHLEY	3,413.86	
	04/15/22	BIERDEMAN, BRIAN	11,261.68	5,540.80
	04/15/22	BROWN, RAE	3,055.90	
	04/15/22	BURT-MCGREGOR, EMILY	3,539.39	19.50
	04/15/22	BUSACK, DANIEL	5,411.95	
	04/15/22	COLEMAN, ALEXANDRA	2,650.26	
	04/15/22	CONDON, MITCHELL	4,094.81	
	04/15/22	CRUZ, TREANA	2,931.64	
	04/15/22	DEMULLING, JOSEPH	5,853.79	
	04/15/22	DUGAS, MICHAEL	4,765.19	
	04/15/22	FORSYTHE, MARCUS	4,149.92	
	04/15/22	FRITZE, DEREK	4,567.01	
	04/15/22	GABRIEL, ANTHONY	3,735.54	
	04/15/22	GEISELHART, BENJAMIN	2,890.70	
	04/15/22	HAWKINSON JR, TIMOTHY	3,782.51	
	04/15/22	HENDRICKS, JENNIFER	2,182.41	
	04/15/22	HER, PHENG	3,587.80	
	04/15/22	HER, TERRELL	3,508.89	

04/15/22	HOADLEY, JOSHUA	1,832.72
04/15/22	HOEMKE, MICHAEL	4,765.19
04/15/22	JOHNSON, JEREMY	4,179.55
04/15/22	KANDA, MADELINE	3,107.63
04/15/22	KIM, WINSTON	3,203.97
04/15/22	KONG, TOMMY	3,754.47
04/15/22	KORAN, MARIE	586.50
04/15/22	KROLL, BRETT	4,169.52
04/15/22	KUCHENMEISTER, GINA	2,259.20
04/15/22	KUCHENMEISTER, JASON	2,378.93
04/15/22	LENERTZ, NICHOLAS	3,444.25
04/15/22	LYNCH, KATHERINE	3,572.90
04/15/22	MARINO, JASON	4,316.28
04/15/22	MATTHEIS, TAWNY	3,501.50
04/15/22	METRY, ALESIA	410.00
04/15/22	MURRAY, RACHEL	4,385.25
04/15/22	NYE, MICHAEL	4,966.45
04/15/22	OLSON, JULIE	3,957.48
04/15/22	PARKER, JAMES	4,404.55
04/15/22	PASDO, JOSEPH	3,991.98
04/15/22	PEREZ, GUSTAVO	2,996.95
04/15/22	PETERS, DANIEL	3,676.41
04/15/22	QUIRK, JAMES	2,287.87
04/15/22	SALCHOW, CONNOR	4,201.10
04/15/22	SANCHEZ, ISABEL	3,010.65
04/15/22	SHEA, STEPHANIE	2,612.64
04/15/22	STARKEY, ROBERT	4,397.77
04/15/22	STEINER, JOSEPH	4,765.19
04/15/22	STOCK, AUBREY	3,293.39
04/15/22	SWETALA, NOAH	3,366.28
04/15/22	TAUZELL, BRIAN	5,078.89
04/15/22	WENZEL, JAY	3,907.88
04/15/22	WIETHORN, AMANDA	3,599.59
04/15/22	WILKINSON, LELAND	3,268.39
04/15/22	XIONG, KAO	3,890.64
04/15/22	XIONG, TUOYER	3,564.65
04/15/22	ZAPPA, ANDREW	3,634.87
04/15/22	BARRETTE, CHARLES	4,979.35
04/15/22	BAUMAN, ANDREW	4,504.66
04/15/22	BEITLER, NATHAN	3,083.66
04/15/22	BERG, TERESA	400.00
04/15/22	CAMPBELL, MACLANE	2,784.27
04/15/22	CRAWFORD JR, RAYMOND	3,436.11
04/15/22	CRUMMY, CHARLES	3,123.50
04/15/22	DABRUZZI, THOMAS	3,775.17
04/15/22	DANLEY, NICHOLAS	3,466.83
04/15/22	DAVISON, BRADLEY	4,650.09
04/15/22	DAWSON, RICHARD	3,843.52
04/15/22	HAGEN, MICHAEL	3,463.25
04/15/22	HALWEG, JODI	4,360.27
04/15/22	HANG, RYAN	101.50
04/15/22	HAWTHORNE, ROCHELLE	3,775.63
04/15/22	KUBAT, ERIC	4,140.20
04/15/22	LANDER, CHARLES	3,323.47
04/15/22	LANIK, JAKE	3,395.58
04/15/22	LO, CHING	465.00
04/15/22	LUKIN, STEVEN	3,262.27
04/15/22	MALESKI, MICHAEL	3,316.20
04/15/22	MCGEE, BRADLEY	3,388.20
04/15/22	MERKATORIS, BRETT	3,409.48
04/15/22	MONDOR, MICHAEL	5,447.47
04/15/22	NEILY, STEVEN	4,009.94

04/15/22	NIELSEN, KENNETH	3,249.66
04/15/22	NOVAK, JEROME	3,712.04
04/15/22	POWERS, KENNETH	3,656.55
04/15/22	SEDLACEK, JEFFREY	3,543.68
04/15/22	SPANDE, KAYLA	2,219.20
04/15/22	STREFF, MICHAEL	3,922.05
04/15/22	WARDELL, JORDAN	3,904.10
04/15/22	WILLIAMSON, MICHAEL	3,112.02
04/15/22	WILSON, DAMARI	507.50
04/15/22	ZAPPA, ERIC	3,280.46
04/15/22	CORTESI, LUANNE	2,319.20
04/15/22	JANASZAK, MEGHAN	3,410.54
04/15/22	BRINK, TROY	3,033.85
04/15/22	BUCKLEY, BRENT	2,734.33
04/15/22	EDGE, DOUGLAS	2,663.93
04/15/22	JONES, DONALD	2,672.61
04/15/22	MEISSNER, BRENT	2,651.99
04/15/22	MLODZIK, JASON	2,318.89
04/15/22	NAGEL, BRYAN	4,631.80
04/15/22	OSWALD, ERICK	3,119.09
04/15/22	RUNNING, ROBERT	2,903.50
04/15/22	TEVLIN, TODD	2,684.61
04/15/22	ZAHNOW, LANCE	2,263.39
04/15/22	BURLINGAME, NATHAN	3,278.40
04/15/22	DUCHARME, JOHN	3,343.02
04/15/22	ENGSTROM, ANDREW	3,338.40
04/15/22	JAROSCH, JONATHAN	4,508.31
04/15/22	LINDBLOM, RANDAL	3,343.02
04/15/22	LOVE, STEVEN	5,989.75
04/15/22	STRONG, TYLER	8,499.04
04/15/22	GERNES, CAROLE	2,820.19
04/15/22	FRIBERG, DAVID	2,086.89
04/15/22	HAYS, TAMARA	1,697.00
04/15/22	HINNENKAMP, GARY	2,880.62
04/15/22	NAUGHTON, JOHN	2,640.61
04/15/22	ORE, JORDAN	2,635.99
04/15/22	STOKES, KAL	2,290.89
04/15/22	BEGGS, REGAN	2,455.39
04/15/22	HAMMOND, ELIZABETH	2,578.71
04/15/22	JOHNSON, ELIZABETH	2,409.80
04/15/22	JOHNSON, RANDY	4,462.88
04/15/22	KROLL, LISA	2,345.51
04/15/22	THOMSON, JEFFREY	5,166.87
04/15/22	FINWALL, SHANN	3,974.61
04/15/22	MARTIN, MICHAEL	4,221.93
04/15/22	DREWRY, SAMANTHA	2,970.59
04/15/22	LENTZ, DANIEL	2,915.39
04/15/22	THIENES, PAUL	3,067.02
04/15/22	WESTLUND, RONALD	2,674.92
04/15/22	WELLENS, MOLLY	4,373.96
04/15/22	BJORK, BRANDON	136.50
04/15/22	BRENEMAN, NEIL	3,272.61
04/15/22	GORACKI, GERALD	162.50
04/15/22	HUGGAR, ANGELA	74.75
04/15/22	LO, SATHAE	448.50
04/15/22	ROBBINS, AUDRA	4,617.58
04/15/22	BERGO, CHAD	3,787.41
04/15/22	SCHMITZ, KEVIN	2,384.49
04/15/22	SHEERAN JR, JOSEPH	4,274.79
04/15/22	ADAMS, DAVID	2,723.91
04/15/22	JENSEN, JOSEPH	2,774.57
04/15/22	SCHULTZ, SCOTT	4,601.89

04/15/22	WILBER, JEFFREY	2,616.20	
04/15/22	PRIEM, STEVEN	2,967.72	
04/15/22	WOEHRLE, MATTHEW	2,726.06	
04/15/22	XIONG, BOON	2,646.49	
04/15/22	FOWLDS, MYCHAL	4,981.02	
04/15/22	FRANZEN, NICHOLAS	4,735.64	
04/15/22	GERONSIN, ALEXANDER	3,325.06	
04/15/22	RENNER, MICHAEL	2,808.40	
		601,469.83	8,409.90

CITY COUNCIL STAFF REPORT
Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Ellen Paulseth, Finance Director
PRESENTER: Ellen Paulseth, Finance Director
AGENDA ITEM: Preliminary Financial Report for the Year Ended December 31, 2021

Action Requested: ☐ Motion ☒ Discussion ☐ Public Hearing
Form of Action: ☐ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

The audit for Fiscal year 2021 is nearing completion. The Council will receive a final report and hear the auditors' presentation on June 13, 2022. A preliminary General Fund budget report for the year ended December 31, 2021 is attached for your review. The financial report for the month ended March 31, 2022 will be presented at the next meeting. Due to year-end closing procedures in the first quarter of the year, only an investment report is provided January – February.

Recommended Action:

No action is required.

Fiscal Impact:

Is There a Fiscal Impact? ☒ No ☐ Yes, the true or estimated cost is N/A
 Financing source(s): ☒ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☐ Other: N/A

Strategic Plan Relevance:

☒ Community Inclusiveness ☒ Financial & Asset Mgmt ☒ Environmental Stewardship
☒ Integrated Communication ☒ Operational Effectiveness ☒ Targeted Redevelopment

Financial reports are primarily concerned with communication and transparency; however, the budget covers all areas of the strategic plan.

Background:

Council members receive an emailed financial report on a monthly basis, in addition to the council meeting report. The council meeting report allows greater access of the information to the public. This report includes the General Fund budget report for the year ended December 31, 2021. Notes to the financial report precede the report.

Attachments:

1. Budget Report for the Year Ended December 31, 2021

Notes to Budget Report for Year Ended December 31, 2021

General Fund Budget

Revenues and Other Financing Sources exceeded Expenditures and Other Financing Uses by \$3,735,229. This is largely due to recognition of the second half of the ARPA Grant, for \$2,234,002. Also recognized is a \$350,000 portion of the first half of the ARPA grant, intended for wages and benefits of the City's second social worker through 2024. **Of the total surplus, the amount of \$1,151,287 is available for immediate use. In addition, there is residual surplus from the previous year, available for allocation. The City Council will consider allocations of General Fund surplus at a meeting in June of 2022.**

Revenues:

Total revenues were 100.9% of the budget, or \$244,564 more than budgeted. The primary reasons are as follows:

Property taxes ended the year at 98.6% of the budget, slightly lower than the prior year, due to the number of petitions that were adjudicated in the budget year. Taxes were under budget by \$247,340.

Licenses and Permits ended the year at 129.4% of budget, or \$386,577 more than budget, due to continued robust building permit activity. Permit activity has been unusually high the last two budget years.

Fines and Forfeits were 90.5% of budget, or \$15,253 short of the budget target. This is partially related to the elimination of many of the saturation programs during the pandemic.

Intergovernmental Revenues were 103.4% of the modified budget, or \$196,249 more than expected. The budget was modified to include ARPA revenues after the final guidance was released from the federal government. The budget surplus is due to an increase in police grants of about \$60K and an increase in Police and Fire State Aid in the amount of \$128K.

Charges for Services revenues were 98.8% of budget or \$16,142 short of the budget target. This is minimal and is primarily due to DMV services not fully returning to pre-pandemic levels.

Investment Earnings are reflected as negative (73,522) for the year. This is entirely due to a large market value adjustment as values plummeted the second half of the year. This is a paper loss and will swing back with the market. The market value is reflected on December 31, 2021 on the balance sheet, and the adjustment is related to that value.

Miscellaneous revenues were 220.8% of budget, or \$63,837 more than expected. This is entirely due to gym rental revenues not included in the budget.

Expenditures:

Total expenditures were 97.3% of budget, or \$601,494 below budget. The primary reasons are as follows:

Community Development expenditures were 100.8% of budget, or \$11,639 more than budgeted. This is primarily due to Accela subscription fees that were not in the budget, but will be included in 2022.

Administration expenditures were 85.9% of budget, or \$263,483 less than budgeted. Legal fees were \$42K less than budgeted. Elections were \$96K less than budget because there was no election in 2021. There was a possibility of an election at the time the budget was established. The remainder was due to temporary vacancies and savings due to reorganizations throughout the year.

Finance expenditures were 111.4% of budget, or \$164,290 more than budgeted. This is because DMV was included in Finance in the budget year and two positions were unbudgeted and funded by an ARPA grant.

Fire expenditures were 104.0% of budget, or \$97,277 more than budgeted. This is due to the Emergency Management budget, which is included in Fire. The cost of Covid-related supplies and services were reimbursed by the ARPA grant.

Legislative expenditures were 100.6% of budget, or \$982 more than budgeted. This is primarily due to the last salary increase not being reflected in the budget.

Parks expenditures were 99.1% of budget, or \$12,556 less than budgeted. This is primarily due to lower activity in Open Space Management and the 4th of July Festival.

Police expenditures were 95.4% of budget, or \$476,144 less than budgeted. This is, once again, entirely due to temporary vacancies in the department and new officers starting at much lower pay levels than the retiring officers. This situation will eventually correct itself; however, it has provided budget savings in the last couple of years.

Public Works expenditures were 96.3% of budget or \$123,498 less than budgeted. This is primarily due to a couple of factors. The Engineering budget had savings of nearly \$59K due to reduced overtime and temporary wages and consulting fees. The Snow and Ice budget had savings of nearly \$24K, primarily due to the cost of salt and sand being lower than budgeted. The Street Maintenance budget had nearly \$42K in savings due mainly to lower fuel costs, temporary labor, a reduction in consulting, and temporary staff vacancies.



City of Maplewood, Minnesota

General FundStatement of Revenues, Expenditures, and Changes in Fund Balance
December 31, 2021

	2021			2020		
	Amended Budget	YTD Actual	Percent Of Actual To Budget	Amended Budget	YTD Actual	Percent Of Actual To Budget
Revenues:						
TAXES	\$ 17,324,330	\$ 17,076,990	98.6 %	\$ 17,481,000	\$ 17,347,522	99.2 %
SPECIAL ASSESSMENTS	0	157	0.0 %	0	464	0.0 %
LICENSES AND PERMITS	1,316,000	1,702,577	129.4 %	1,328,000	1,750,786	131.8 %
FINES AND FORFEITS	160,000	144,747	90.5 %	166,000	130,100	78.4 %
INTERGOVERNMENTAL	5,711,104	5,907,353	103.4 %	1,557,110	1,646,136	105.7 %
CHARGES FOR SERVICES	1,337,500	1,321,358	98.8 %	1,780,000	1,474,474	82.8 %
INVESTMENT EARNINGS	50,000	(73,522)	(147.0%)	87,560	260,865	297.9 %
MISCELLANEOUS	52,840	116,677	220.8 %	126,720	106,196	83.8 %
Total revenues	<u>25,951,774</u>	<u>26,196,338</u>	100.9 %	<u>22,526,390</u>	<u>22,716,544</u>	100.8 %
Expenditures:						
COMMUNITY DEVELOPMENT	1,550,630	1,562,269	100.8 %	1,481,840	1,415,922	95.6 %
ADMINISTRATION	1,863,190	1,599,707	85.9 %	1,889,880	1,821,408	96.4 %
FINANCE	1,436,150	1,600,440	111.4 %	1,375,520	1,416,975	103.0 %
FIRE	2,422,850	2,520,127	104.0 %	2,486,050	2,765,339	111.2 %
LEGISLATIVE	155,010	155,992	100.6 %	157,700	152,358	96.6 %
PARKS	1,458,000	1,445,444	99.1 %	1,314,050	807,152	61.4 %
POLICE	10,413,750	9,937,606	95.4 %	10,238,620	9,682,541	94.6 %
PUBLIC WORKS	3,374,190	3,250,692	96.3 %	4,372,730	4,149,269	94.9 %
Total expenditures	<u>22,673,770</u>	<u>22,072,276</u>	97.3 %	<u>23,316,390</u>	<u>22,210,964</u>	95.3 %
Excess (deficit) of revenues over expenditures	<u>3,278,004</u>	<u>4,124,062</u>	125.8 %	<u>(790,000)</u>	<u>505,580</u>	(64.0%)
Other financing sources (uses):						
TRANSFERS IN	1,290,000	1,315,000	101.9 %	3,393,213	3,396,137	100.1 %
TRANSFERS OUT	<u>(1,703,833)</u>	<u>(1,703,833)</u>	100.0 %	<u>0</u>	<u>(356,071)</u>	0.0 %
Total other financing sources (uses)	<u>(413,833)</u>	<u>(388,833)</u>	94.0 %	<u>3,393,213</u>	<u>3,040,065</u>	89.6 %
Excess (deficit) of revenues over expenditures and other financing sources (uses)	<u>2,864,171</u>	<u>3,735,229</u>	130.4 %	<u>2,603,213</u>	<u>3,545,646</u>	136.2 %
Fund balance - beginning	0	13,694,729	0.0 %	0	10,149,083	0.0 %
Fund balance - ending	<u>\$ 2,864,171</u>	<u>\$ 17,429,958</u>	608.6 %	<u>\$ 2,603,213</u>	<u>\$ 13,694,729</u>	526.1 %

Norm = 100.0 %

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Revenue Status Report

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CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

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<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
000-3011 TAXES - CURRENT	17,324,330.00	17,191,033.00	17,191,033.00	133,297.00	99.23
000-3012 TAXES - DELINQUENT	0.00	-139,528.20	-139,528.20	139,528.20	0.00
000-3014 TAXES-FORFTD TAX SALE APP	0.00	992.24	992.24	-992.24	0.00
000-3016 TAXES-MOBILE HOMES	0.00	48,215.86	48,215.86	-48,215.86	0.00
000-3017 TAXES-INTEREST	0.00	-29,571.89	-29,571.89	29,571.89	0.00
000-3018 TAXES - OTHER	0.00	95.52	95.52	-95.52	0.00
000-3019 TAXES - EXCESS TIF	0.00	5,753.75	5,753.75	-5,753.75	0.00
000-3031 CABLE TV FRANCHISE TAXES	0.00	0.00	0.00	0.00	0.00
000-3110 SPECIAL ASSESSMENTS CURRENT	0.00	0.00	0.00	0.00	0.00
000-3130 SPECIAL ASSESSMENTS DELINQUENT	0.00	0.00	0.00	0.00	0.00
000-3140 SPECIAL ASSESSMENTS DEFERRED	0.00	0.00	0.00	0.00	0.00
000-3160 SP. ASSESS.-PENALTIES/INTEREST	0.00	157.39	157.39	-157.39	0.00
000-3170 SP/A FORFTD TAX SALE APRT	0.00	0.00	0.00	0.00	0.00
000-3190 SP/A DEFERRED - COUNTY	0.00	0.00	0.00	0.00	0.00
000-3201 LIQUOR	190,000.00	205,136.25	205,136.25	-15,136.25	107.97
000-3203 CIGARETTE	10,000.00	15,360.00	15,360.00	-5,360.00	153.60
000-3204 ENTERTAINMENT-AMUSEMENTS	0.00	388.00	388.00	-388.00	0.00
000-3205 GENERAL BUSINESS	142,000.00	164,211.50	164,211.50	-22,211.50	115.64
000-3207 CONTRACTOR	55,000.00	51,350.00	51,350.00	3,650.00	93.36
000-3208 GARBAGE & RUBBISH REMOVAL	3,000.00	4,250.00	4,250.00	-1,250.00	141.67
000-3209 SERVICE & REPAIR STATIONS	14,000.00	13,465.00	13,465.00	535.00	96.18
000-3210 BUSINESS REGISTRATION FEE	4,000.00	4,605.00	4,605.00	-605.00	115.13

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Revenue Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

000

<i>Account Number</i>	<i>Adjusted Estimate</i>	<i>Revenues</i>	<i>Year-to-date Revenues</i>	<i>Balance</i>	<i>Prct Rcvd</i>
000-3219 MISCELLANEOUS	23,000.00	20,873.00	20,873.00	2,127.00	90.75
000-3301 BUILDING	530,000.00	805,413.63	805,413.63	-275,413.63	151.96
000-3302 ELECTRIC PERMIT FEES	55,000.00	112,850.80	112,850.80	-57,850.80	205.18
000-3303 HEATING	180,000.00	211,478.09	211,478.09	-31,478.09	117.49
000-3304 PLUMBING	80,000.00	66,085.10	66,085.10	13,914.90	82.61
000-3306 ANIMAL	0.00	4,532.50	4,532.50	-4,532.50	0.00
000-3319 MISCELLANEOUS	30,000.00	22,578.00	22,578.00	7,422.00	75.26
000-3321 MISC LIC/PERMITS - TASTE OF MAPLEWOOD	0.00	0.00	0.00	0.00	0.00
000-3401 FINES	120,000.00	89,587.65	89,587.65	30,412.35	74.66
000-3402 PENALTIES	40,000.00	55,159.00	55,159.00	-15,159.00	137.90
000-3512 FEDERAL DISASTER AID	0.00	0.00	0.00	0.00	0.00
000-3513 FEDERAL EMERGENCY MGMT ASSISTANCE	0.00	0.00	0.00	0.00	0.00
000-3516 FEDERAL POLICE GRANTS	140,000.00	84,433.21	84,433.21	55,566.79	60.31
000-3517 MISC FEDERAL GRANTS	4,468,004.00	4,488,200.74	4,488,200.74	-20,196.74	100.45
000-3520 STATE FIRE AID	195,000.00	221,250.07	221,250.07	-26,250.07	113.46
000-3521 STATE LOCAL GOVT. AID	0.00	0.00	0.00	0.00	0.00
000-3522 STATE MN DOT GRANTS	0.00	0.00	0.00	0.00	0.00
000-3523 STATE HOMESTEAD CREDIT	0.00	0.00	0.00	0.00	0.00
000-3524 STATE POLICE AID	435,000.00	487,972.22	487,972.22	-52,972.22	112.18
000-3526 STATE ST. MTNCE. AID	275,000.00	275,000.00	275,000.00	0.00	100.00
000-3527 STATE POLICE GRANTS	100,000.00	169,373.90	169,373.90	-69,373.90	169.37
000-3528 STATE FIRE/PARAMEDIC GRANTS	8,000.00	82,874.87	82,874.87	-74,874.87	1035.94
000-3530 MISC. STATE AID/GRANTS	10,000.00	14,240.00	14,240.00	-4,240.00	142.40

Revenue Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

000

<i>Account Number</i>	<i>Adjusted Estimate</i>	<i>Revenues</i>	<i>Year-to-date Revenues</i>	<i>Balance</i>	<i>Prct Rcvd</i>
000-3531 COUNTY ROAD BRIDGE AID	1,700.00	1,830.14	1,830.14	-130.14	107.66
000-3532 STATE LOCAL PERFORMANCE AID	5,700.00	5,892.00	5,892.00	-192.00	103.37
000-3534 COUNTY - OTHER GRANTS/AID	0.00	0.00	0.00	0.00	0.00
000-3541 OTHER GOVT SCHL LIAS OFF PROG	72,700.00	74,160.00	74,160.00	-1,460.00	102.01
000-3542 OTHER GOVT JPA	0.00	2,125.89	2,125.89	-2,125.89	0.00
000-3544 OTHER GOVT-MISC. GRANTS	0.00	0.00	0.00	0.00	0.00
000-3610 ELECTION SERVICES	0.00	0.00	0.00	0.00	0.00
000-3611 GENERAL GOVT.-TAXABLE	200.00	22.36	22.36	177.64	11.18
000-3612 GENERAL GOVT. NON TAXABLE	100.00	149.11	149.11	-49.11	149.11
000-3613 GENERAL-MOTOR VEHICLE FEES	552,000.00	428,111.98	428,111.98	123,888.02	77.56
000-3614 GENERAL GOVT. DRIVERS LIC FEES	0.00	0.00	0.00	0.00	0.00
000-3615 DNR FILING FEES	6,000.00	5,633.00	5,633.00	367.00	93.88
000-3616 GENERAL GOVT ADMIN. CH/SWR FND	0.00	0.00	0.00	0.00	0.00
000-3617 PASSPORT FEES	135,000.00	168,893.66	168,893.66	-33,893.66	125.11
000-3618 INVESTMENT MGMT. FEES REVENUE	0.00	0.00	0.00	0.00	0.00
000-3619 GEN.GOV.-ADMIN CHR-PIP FUNDS	0.00	56.00	56.00	-56.00	0.00
000-3620 ADMINISTRATIVE CHARGES -T.I.F	25,000.00	0.00	0.00	25,000.00	0.00
000-3624 PUBLIC SAFETY MISCELLANEOUS	35,000.00	50,730.39	50,730.39	-15,730.39	144.94
000-3625 D.A.R.E. PROGRAM	0.00	0.00	0.00	0.00	0.00
000-3626 PAWNBROKER TRANSACTION FEES	20,000.00	0.00	0.00	20,000.00	0.00
000-3627 TOW/IMPOUND FEES	0.00	0.00	0.00	0.00	0.00
000-3628 PUBLIC WORKS ABATEMENT PROPERTY CHARGE	2,500.00	1,200.00	1,200.00	1,300.00	48.00
000-3629 ADMIN. FEE ABATEMENT PROPERTIES	500.00	367.96	367.96	132.04	73.59

Revenue Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

000

<i>Account Number</i>	<i>Adjusted Estimate</i>	<i>Revenues</i>	<i>Year-to-date Revenues</i>	<i>Balance</i>	<i>Prct Rcvd</i>
000-3631 PUBLIC WORKS ENG CH/SP FUND	0.00	0.00	0.00	0.00	0.00
000-3632 PUBLIC WORKS COUNTOUR MAPS	0.00	0.00	0.00	0.00	0.00
000-3633 PUBLIC WORKS MISC.	500.00	8,337.45	8,337.45	-7,837.45	1667.49
000-3641 RECREATION PROGRAM FEES	0.00	-6,429.36	-6,429.36	6,429.36	0.00
000-3643 REC. - NATURE CTR. FEES	0.00	0.00	0.00	0.00	0.00
000-3681 COMM DEV-PLAN CHECK FEES	235,000.00	336,411.65	336,411.65	-101,411.65	143.15
000-3682 COMM DEV-MISCELLANEOUS	55,000.00	74,105.95	74,105.95	-19,105.95	134.74
000-3683 COMM/DEV CNTY RECORD FEES	500.00	368.00	368.00	132.00	73.60
000-3685 COMM DEV-RENTAL LICENSING	270,000.00	253,350.00	253,350.00	16,650.00	93.83
000-3691 SUPPRESSION SERVICES	0.00	0.00	0.00	0.00	0.00
000-3692 FIRE DEPT. MISC. CHARGES	0.00	0.00	0.00	0.00	0.00
000-3693 LIFE SAFETY INSPECTION FEE	200.00	50.00	50.00	150.00	25.00
000-3694 EXTRICATION FEES	0.00	0.00	0.00	0.00	0.00
000-3801 INTEREST ON INVESTMENTS	50,000.00	-73,522.04	-73,522.04	123,522.04	-147.04
000-3802 RENT	1,500.00	1,620.00	1,620.00	-120.00	108.00
000-3803 DONATIONS & CONTRIBUTIONS	0.00	838.55	838.55	-838.55	0.00
000-3804 SALE OF PROPERTY	0.00	2,937.22	2,937.22	-2,937.22	0.00
000-3806 SURTAX RETAINER	500.00	292.09	292.09	207.91	58.42
000-3807 S.A.C. RETAINER	2,500.00	2,387.84	2,387.84	112.16	95.51
000-3809 OTHER	44,840.00	44,186.46	44,186.46	653.54	98.54
000-3810 DRUG & ALCOHOL AWARENESS PROGRAMS	1,000.00	383.83	383.83	616.17	38.38
000-3811 ADVERTISING FEES	0.00	0.00	0.00	0.00	0.00
000-3812 REVENUE BOND FEES	0.00	0.00	0.00	0.00	0.00

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CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

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<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
000-3814 ADVERTISING FEES - TASTE OF MAPLEWOOD	2,500.00	0.00	0.00	2,500.00	0.00
000-3816 OTHER - TASTE OF MAPLEWOOD	0.00	0.00	0.00	0.00	0.00
000-3823 NATURE CENTER - DONATIONS	0.00	0.00	0.00	0.00	0.00
000-3872 RENTALS-ROOM	0.00	64,025.78	64,025.78	-64,025.78	0.00
000-3873 RECREATION CONCESSIONS	0.00	5.59	5.59	-5.59	0.00
101-3643 REC.- NATURE CTR. FEES	0.00	0.00	0.00	0.00	0.00
Total BIRTHDAY PARTIES	0.00	0.00	0.00	0.00	0.00
102-3643 REC.- NATURE CTR. FEES	0.00	0.00	0.00	0.00	0.00
Total COMMUNITY GROUPS	0.00	0.00	0.00	0.00	0.00
103-3643 REC.- NATURE CTR. FEES	0.00	0.00	0.00	0.00	0.00
Total CONCESSIONS	0.00	0.00	0.00	0.00	0.00
104-3643 REC.- NATURE CTR. FEES	0.00	0.00	0.00	0.00	0.00
Total PUBLIC PROGRAMS	0.00	0.00	0.00	0.00	0.00
105-3643 REC.- NATURE CTR. FEES	0.00	0.00	0.00	0.00	0.00
Total MAILING LIST	0.00	0.00	0.00	0.00	0.00
106-3643 REC.- NATURE CTR. FEES	0.00	0.00	0.00	0.00	0.00
Total DAYCARE/PRESCHOOL	0.00	0.00	0.00	0.00	0.00
107-3643 REC.- NATURE CTR. FEES	0.00	0.00	0.00	0.00	0.00
Total SCHOOLS	0.00	0.00	0.00	0.00	0.00
108-3643 REC.- NATURE CTR. FEES	0.00	0.00	0.00	0.00	0.00
Total RENTAL EQUIPMENT	0.00	0.00	0.00	0.00	0.00

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Revenue Status Report

CITY OF MAPLEWOOD
 1/1/2021 through 12/31/2021

101 GENERAL FUND

000

<i>Account Number</i>	<i>Adjusted Estimate</i>	<i>Revenues</i>	<i>Year-to-date Revenues</i>	<i>Balance</i>	<i>Prct Rcvd</i>
109-3643 REC.- NATURE CTR. FEES	0.00	0.00	0.00	0.00	0.00
Total CONSULTING & TRAINING	0.00	0.00	0.00	0.00	0.00
Total '	25,951,774.00	26,196,337.70	26,196,337.70	-244,563.70	100.94

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Periods: 0 through 13

Revenue Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

999 TRANSFERS

<i>Account Number</i>	<i>Adjusted Estimate</i>	<i>Revenues</i>	<i>Year-to-date Revenues</i>	<i>Balance</i>	<i>Prct Rcvd</i>
000-3999 TRANSFERS IN	1,290,000.00	1,315,000.00	1,315,000.00	-25,000.00	101.94
Total TRANSFERS	1,290,000.00	1,315,000.00	1,315,000.00	-25,000.00	101.94
Total GENERAL FUND	27,241,774.00	27,511,337.70	27,511,337.70	-269,563.70	100.99
Grand Total	27,241,774.00	27,511,337.70	27,511,337.70	-269,563.70	100.99

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

101 CITY COUNCIL

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	0.00	0.00	0.00	0.00	0.00	0.00
000-4011 OVERTIME PAY	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	63,100.00	66,168.72	66,168.72	0.00	-3,068.72	104.86
000-4040 RETIREMENT BENEFITS	7,980.00	7,980.00	7,980.00	0.00	0.00	100.00
000-4050 INSURANCE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
000-4090 WORKERS' COMPENSATION	130.00	129.97	129.97	0.00	0.03	99.98
000-4110 SUPPLIES - OFFICE	250.00	120.16	120.16	0.00	129.84	48.06
000-4120 PROGRAM SUPPLIES	5,000.00	3,294.43	3,294.43	0.00	1,705.57	65.89
000-4160 SUPPLIES - EQUIPMENT	250.00	0.00	0.00	0.00	250.00	0.00
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	0.00	0.00	0.00	0.00	0.00
000-4220 SIGNS & SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	1,200.00	676.41	676.41	0.00	523.59	56.37
000-4330 POSTAGE	100.00	322.89	322.89	0.00	-222.89	322.89
000-4360 PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	500.00	500.14	500.14	0.00	-0.14	100.03
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	45,000.00	45,583.00	45,583.00	0.00	-583.00	101.30
000-4390 TRAVEL & TRAINING	4,000.00	476.75	476.75	0.00	3,523.25	11.92
000-4400 VEHICLE ALLOWANCE	200.00	0.00	0.00	0.00	200.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	12,000.00	8,774.45	8,774.45	0.00	3,225.55	73.12
000-4490 FEES - CONSULTING	0.00	6,865.00	6,865.00	0.00	-6,865.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	200.00	0.00	0.00	0.00	200.00	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4580 INTERNAL I. T. CHARGES	15,100.00	15,099.97	15,099.97	0.00	0.03	100.00
Total CITY COUNCIL	155,010.00	155,991.89	155,991.89	0.00	-981.89	100.63

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

102 ADMINISTRATION

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4010 WAGES/FULL-TIME EMPLOYEES	308,500.00	304,201.94	304,201.94	0.00	4,298.06	98.61
000-4011 OVERTIME PAY	0.00	0.00	0.00	0.00	0.00	0.00
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	500.00	0.00	0.00	0.00	500.00	0.00
000-4030 LEAVE BENEFITS	4,320.00	4,320.00	4,320.00	0.00	0.00	100.00
000-4040 RETIREMENT BENEFITS	48,240.00	48,240.00	48,240.00	0.00	0.00	100.00
000-4050 INSURANCE BENEFITS	38,760.00	38,760.00	38,760.00	0.00	0.00	100.00
000-4090 WORKERS' COMPENSATION	4,960.00	4,959.97	4,959.97	0.00	0.03	100.00
000-4110 SUPPLIES - OFFICE	500.00	567.06	567.06	0.00	-67.06	113.41
000-4120 PROGRAM SUPPLIES	4,500.00	3,291.55	3,291.55	0.00	1,208.45	73.15
000-4160 SUPPLIES - EQUIPMENT	500.00	10.99	10.99	0.00	489.01	2.20
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	20.07	20.07	0.00	-20.07	0.00
000-4310 TELEPHONE	2,100.00	1,889.56	1,889.56	0.00	210.44	89.98
000-4330 POSTAGE	300.00	255.35	255.35	0.00	44.65	85.12
000-4360 PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	0.00	0.02	0.02	0.00	-0.02	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	4,000.00	4,026.16	4,026.16	0.00	-26.16	100.65
000-4390 TRAVEL & TRAINING	10,000.00	1,609.57	1,609.57	0.00	8,390.43	16.10
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	2,400.00	2,200.00	2,200.00	0.00	200.00	91.67
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	1,500.00	1,798.07	1,798.07	0.00	-298.07	119.87
000-4490 FEES - CONSULTING	7,500.00	2,535.00	2,535.00	0.00	4,965.00	33.80
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	3,500.00	1,863.49	1,863.49	0.00	1,636.51	53.24
000-4580 INTERNAL I. T. CHARGES	20,700.00	20,700.00	20,700.00	0.00	0.00	100.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
Total ADMINISTRATION	462,780.00	441,248.80	441,248.80	0.00	21,531.20	95.35

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

103 LEGAL SERVICES

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
000-4040 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
000-4050 INSURANCE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
000-4110 SUPPLIES - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	500.00	478.68	478.68	0.00	21.32	95.74
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4390 TRAVEL & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	150,000.00	108,258.52	108,258.52	0.00	41,741.48	72.17
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4970 JUDGEMENTS & LOSSES	0.00	0.00	0.00	0.00	0.00	0.00
000-4975 SMALL LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00	0.00
Total LEGAL SERVICES	150,500.00	108,737.20	108,737.20	0.00	41,762.80	72.25

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Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

114 SAFETY

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4110 SUPPLIES - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4120 PROGRAM SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
000-4390 TRAVEL & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	10,000.00	10,398.97	10,398.97	0.00	-398.97	103.99
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	0.00	0.00	0.00	0.00	0.00	0.00
Total SAFETY	11,000.00	10,398.97	10,398.97	0.00	601.03	94.54

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

115 BUILDING OPERATIONS

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	175,040.00	182,953.44	182,953.44	0.00	-7,913.44	104.52
000-4011 OVERTIME PAY	10,300.00	18,630.93	18,630.93	0.00	-8,330.93	180.88
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	3,000.00	0.00	0.00	0.00	3,000.00	0.00
000-4030 LEAVE BENEFITS	2,450.00	2,449.00	2,449.00	0.00	1.00	99.96
000-4040 RETIREMENT BENEFITS	33,210.00	33,215.00	33,215.00	0.00	-5.00	100.02
000-4050 INSURANCE BENEFITS	35,590.00	35,592.00	35,592.00	0.00	-2.00	100.01
000-4090 WORKERS' COMPENSATION	18,680.00	18,680.03	18,680.03	0.00	-0.03	100.00
000-4110 SUPPLIES - OFFICE	400.00	0.00	0.00	0.00	400.00	0.00
000-4130 SUPPLIES - JANITORIAL	16,000.00	12,695.46	12,695.46	0.00	3,304.54	79.35
000-4160 SUPPLIES - EQUIPMENT	25,000.00	22,829.07	22,829.07	0.00	2,170.93	91.32
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	0.00	0.00	0.00	0.00	0.00
000-4180 MAINTENANCE MATERIALS	1,000.00	410.38	410.38	0.00	589.62	41.04
000-4190 CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4210 FUEL & OIL	0.00	0.00	0.00	0.00	0.00	0.00
000-4220 SIGNS & SIGNALS	1,000.00	97.03	97.03	0.00	902.97	9.70
000-4230 SMALL TOOLS	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4240 UNIFORMS & CLOTHING	1,000.00	6,500.78	6,500.78	0.00	-5,500.78	650.08
000-4290 MISCELLANEOUS COMMODITIES	7,000.00	0.00	0.00	0.00	7,000.00	0.00
000-4310 TELEPHONE	1,900.00	1,838.24	1,838.24	0.00	61.76	96.75
000-4320 UTILITIES	99,000.00	92,646.86	92,646.86	0.00	6,353.14	93.58
000-4325 SOLAR SYSTEM	0.00	0.00	0.00	0.00	0.00	0.00
000-4360 PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	13,000.00	12,999.97	12,999.97	0.00	0.03	100.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	500.00	30.00	30.00	0.00	470.00	6.00
000-4390 TRAVEL & TRAINING	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	100.00	0.00	0.00	0.00	100.00	0.00
000-4410 REPAIR & MAINT/BUILDINGS	70,000.00	80,301.23	80,301.23	0.00	-10,301.23	114.72
000-4430 REPAIRS & MTNCE./EQUIPMENT	27,000.00	17,837.60	17,837.60	0.00	9,162.40	66.07
000-4480 FEES FOR SERVICE	36,000.00	27,969.48	27,969.48	0.00	8,030.52	77.69

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

115 BUILDING OPERATIONS

Account Number	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4490 FEES - CONSULTING	12,000.00	0.00	0.00	0.00	12,000.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4540 INTERNAL RENTAL - VEHICLE	4,500.00	4,500.00	4,500.00	0.00	0.00	100.00
000-4590 MISC. CONTRACTUAL SERVICES	35,000.00	0.00	0.00	0.00	35,000.00	0.00
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
000-4720 LAND IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4759 OTHER CONSTRUCTION COSTS	0.00	0.00	0.00	0.00	0.00	0.00
Total BUILDING OPERATIONS	630,670.00	572,176.50	572,176.50	0.00	58,493.50	90.73

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

116 HUMAN RESOURCES ADMINISTRATION

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	181,600.00	229,282.79	229,282.79	0.00	-47,682.79	126.26
000-4011 OVERTIME PAY	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4020 WAGES/PART-TIME	58,210.00	16,632.37	16,632.37	0.00	41,577.63	28.57
000-4025 WAGES/TEMPORARY	10,000.00	0.00	0.00	0.00	10,000.00	0.00
000-4030 LEAVE BENEFITS	3,360.00	3,360.00	3,360.00	0.00	0.00	100.00
000-4040 RETIREMENT BENEFITS	45,130.00	45,132.00	45,132.00	0.00	-2.00	100.00
000-4050 INSURANCE BENEFITS	22,680.00	22,680.00	22,680.00	0.00	0.00	100.00
000-4090 WORKERS' COMPENSATION	3,820.00	3,819.97	3,819.97	0.00	0.03	100.00
000-4110 SUPPLIES - OFFICE	1,500.00	481.27	481.27	0.00	1,018.73	32.08
000-4120 PROGRAM SUPPLIES	2,500.00	2,157.65	2,157.65	0.00	342.35	86.31
000-4160 SUPPLIES - EQUIPMENT	800.00	122.00	122.00	0.00	678.00	15.25
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	1,600.00	2,163.46	2,163.46	0.00	-563.46	135.22
000-4330 POSTAGE	500.00	285.31	285.31	0.00	214.69	57.06
000-4360 PUBLISHING	10,000.00	25,931.00	25,931.00	0.00	-15,931.00	259.31
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	1,500.00	175.00	175.00	0.00	1,325.00	11.67
000-4390 TRAVEL & TRAINING	7,500.00	124.00	124.00	0.00	7,376.00	1.65
000-4391 EDUCATION REIMBURSEMENTS	12,000.00	0.00	0.00	0.00	12,000.00	0.00
000-4400 VEHICLE ALLOWANCE	2,450.00	2,200.00	2,200.00	0.00	250.00	89.80
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	50,000.00	35,195.50	35,195.50	0.00	14,804.50	70.39
000-4490 FEES - CONSULTING	2,000.00	11,500.00	11,500.00	0.00	-9,500.00	575.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	1,500.00	437.25	437.25	0.00	1,062.75	29.15
000-4580 INTERNAL I. T. CHARGES	53,200.00	53,199.97	53,199.97	0.00	0.03	100.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
Total HUMAN RESOURCES ADMINISTRATION	472,850.00	454,879.54	454,879.54	0.00	17,970.46	96.20

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

201 FINANCE

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	466,090.00	482,234.18	482,234.18	0.00	-16,144.18	103.46
000-4011 OVERTIME PAY	0.00	418.80	418.80	0.00	-418.80	0.00
000-4020 WAGES/PART-TIME	0.00	1,090.65	1,090.65	0.00	-1,090.65	0.00
000-4025 WAGES/TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
000-4030 LEAVE BENEFITS	6,530.00	6,529.00	6,529.00	0.00	1.00	99.98
000-4040 RETIREMENT BENEFITS	83,760.00	83,760.00	83,760.00	0.00	0.00	100.00
000-4050 INSURANCE BENEFITS	72,850.00	72,852.00	72,852.00	0.00	-2.00	100.00
000-4090 WORKERS' COMPENSATION	6,870.00	6,870.00	6,870.00	0.00	0.00	100.00
000-4110 SUPPLIES - OFFICE	2,500.00	872.71	872.71	0.00	1,627.29	34.91
000-4120 PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	1,500.00	434.56	434.56	0.00	1,065.44	28.97
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	190.00	16.45	16.45	0.00	173.55	8.66
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	2,600.00	2,544.40	2,544.40	0.00	55.60	97.86
000-4330 POSTAGE	2,200.00	1,878.62	1,878.62	0.00	321.38	85.39
000-4360 PUBLISHING	200.00	0.00	0.00	0.00	200.00	0.00
000-4370 INSURANCE	4,000.00	3,999.97	3,999.97	0.00	0.03	100.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	800.00	515.00	515.00	0.00	285.00	64.38
000-4390 TRAVEL & TRAINING	5,500.00	2,058.32	2,058.32	0.00	3,441.68	37.42
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	2,600.00	2,600.00	2,600.00	0.00	0.00	100.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	65,000.00	66,999.29	66,999.29	0.00	-1,999.29	103.08
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	3,800.00	1,727.43	1,727.43	0.00	2,072.57	45.46
000-4580 INTERNAL I. T. CHARGES	62,100.00	62,100.00	62,100.00	0.00	0.00	100.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4901 LATE PAYMENT PENALTIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4940 CASH OVER & SHORT	0.00	0.37	0.37	0.00	-0.37	0.00
Total FINANCE	789,090.00	799,501.75	799,501.75	0.00	-10,411.75	101.32

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

301 CITY CLERK

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	369,330.00	268,498.91	268,498.91	0.00	100,831.09	72.70
000-4011 OVERTIME PAY	0.00	58.51	58.51	0.00	-58.51	0.00
000-4020 WAGES/PART-TIME	35,380.00	41,592.13	41,592.13	0.00	-6,212.13	117.56
000-4025 WAGES/TEMPORARY	0.00	3,106.80	3,106.80	0.00	-3,106.80	0.00
000-4030 LEAVE BENEFITS	5,670.00	5,675.00	5,675.00	0.00	-5.00	100.09
000-4040 RETIREMENT BENEFITS	73,180.00	73,177.00	73,177.00	0.00	3.00	100.00
000-4050 INSURANCE BENEFITS	63,270.00	63,275.00	63,275.00	0.00	-5.00	100.01
000-4090 WORKERS' COMPENSATION	5,720.00	5,720.03	5,720.03	0.00	-0.03	100.00
000-4110 SUPPLIES - OFFICE	4,000.00	2,324.74	2,324.74	0.00	1,675.26	58.12
000-4120 PROGRAM SUPPLIES	400.00	0.00	0.00	0.00	400.00	0.00
000-4160 SUPPLIES - EQUIPMENT	7,000.00	4,866.07	4,866.07	0.00	2,133.93	69.52
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	11.09	11.09	0.00	-11.09	0.00
000-4240 UNIFORMS & CLOTHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	4,000.00	3,201.35	3,201.35	0.00	798.65	80.03
000-4330 POSTAGE	9,000.00	7,400.71	7,400.71	0.00	1,599.29	82.23
000-4360 PUBLISHING	3,000.00	3,660.30	3,660.30	0.00	-660.30	122.01
000-4370 INSURANCE	1,000.00	999.97	999.97	0.00	0.03	100.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	700.00	560.00	560.00	0.00	140.00	80.00
000-4390 TRAVEL & TRAINING	3,000.00	625.00	625.00	0.00	2,375.00	20.83
000-4400 VEHICLE ALLOWANCE	300.00	203.28	203.28	0.00	96.72	67.76
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	15,000.00	29,929.78	29,929.78	0.00	-14,929.78	199.53
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	300.00	115.00	115.00	0.00	185.00	38.33
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4540 INTERNAL RENTAL - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	7,200.00	6,607.25	6,607.25	0.00	592.75	91.77
000-4580 INTERNAL I. T. CHARGES	38,800.00	38,799.97	38,799.97	0.00	0.03	100.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00

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Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

301 CITY CLERK

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4940 CASH OVER & SHORT	0.00	43.73	43.73	0.00	-43.73	0.00
000-4945 UNCOLLECTIBLE CHECKS	0.00	0.00	0.00	0.00	0.00	0.00
Total CITY CLERK	646,250.00	560,451.62	560,451.62	0.00	85,798.38	86.72

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

303 DEPUTY REGISTRAR

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	265,150.00	440,113.89	440,113.89	0.00	-174,963.89	165.99
000-4011 OVERTIME PAY	1,000.00	412.01	412.01	0.00	587.99	41.20
000-4020 WAGES/PART-TIME	170,020.00	149,488.64	149,488.64	0.00	20,531.36	87.92
000-4025 WAGES/TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
000-4030 LEAVE BENEFITS	5,990.00	5,989.00	5,989.00	0.00	1.00	99.98
000-4040 RETIREMENT BENEFITS	78,940.00	78,937.00	78,937.00	0.00	3.00	100.00
000-4050 INSURANCE BENEFITS	64,040.00	64,043.00	64,043.00	0.00	-3.00	100.00
000-4090 WORKERS' COMPENSATION	5,720.00	5,720.03	5,720.03	0.00	-0.03	100.00
000-4110 SUPPLIES - OFFICE	1,800.00	2,342.68	2,342.68	0.00	-542.68	130.15
000-4160 SUPPLIES - EQUIPMENT	1,800.00	3,114.76	3,114.76	0.00	-1,314.76	173.04
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	200.00	170.60	170.60	0.00	29.40	85.30
000-4330 POSTAGE	4,500.00	3,896.81	3,896.81	0.00	603.19	86.60
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	800.00	770.00	770.00	0.00	30.00	96.25
000-4390 TRAVEL & TRAINING	200.00	0.00	0.00	0.00	200.00	0.00
000-4400 VEHICLE ALLOWANCE	700.00	628.60	628.60	0.00	71.40	89.80
000-4480 FEES FOR SERVICE	600.00	846.03	846.03	0.00	-246.03	141.01
000-4550 DUPLICATING COSTS	6,800.00	5,809.54	5,809.54	0.00	990.46	85.43
000-4580 INTERNAL I. T. CHARGES	38,800.00	38,799.97	38,799.97	0.00	0.03	100.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4940 CASH OVER & SHORT	0.00	-144.29	-144.29	0.00	144.29	0.00
Total DEPUTY REGISTRAR	647,060.00	800,938.27	800,938.27	0.00	-153,878.27	123.78

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

304 ELECTIONS

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4010 WAGES/FULL-TIME EMPLOYEES	0.00	0.00	0.00	0.00	0.00	0.00
000-4011 OVERTIME PAY	5,500.00	0.00	0.00	0.00	5,500.00	0.00
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	80,700.00	0.00	0.00	0.00	80,700.00	0.00
000-4040 RETIREMENT BENEFITS	7,010.00	7,009.00	7,009.00	0.00	1.00	99.99
000-4110 SUPPLIES - OFFICE	1,100.00	31.38	31.38	0.00	1,068.62	2.85
000-4120 PROGRAM SUPPLIES	800.00	0.00	0.00	0.00	800.00	0.00
000-4160 SUPPLIES - EQUIPMENT	1,400.00	0.00	0.00	0.00	1,400.00	0.00
000-4310 TELEPHONE	1,400.00	0.00	0.00	0.00	1,400.00	0.00
000-4330 POSTAGE	2,900.00	251.76	251.76	0.00	2,648.24	8.68
000-4360 PUBLISHING	2,000.00	0.00	0.00	0.00	2,000.00	0.00
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4390 TRAVEL & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	300.00	0.00	0.00	0.00	300.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	16,100.00	16,079.86	16,079.86	0.00	20.14	99.87
000-4480 FEES FOR SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	300.00	427.50	427.50	0.00	-127.50	142.50
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	300.00	191.38	191.38	0.00	108.62	63.79
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
Total ELECTIONS	119,810.00	23,990.88	23,990.88	0.00	95,819.12	20.02

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

401 POLICE

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	5,535,270.00	5,129,334.59	5,129,334.59	0.00	405,935.41	92.67
000-4011 OVERTIME PAY	390,000.00	457,399.21	457,399.21	0.00	-67,399.21	117.28
000-4020 WAGES/PART-TIME	63,580.00	16,388.91	16,388.91	0.00	47,191.09	25.78
000-4025 WAGES/TEMPORARY	12,000.00	9,858.25	9,858.25	0.00	2,141.75	82.15
000-4030 LEAVE BENEFITS	78,380.00	78,383.00	78,383.00	0.00	-3.00	100.00
000-4040 RETIREMENT BENEFITS	1,223,390.00	1,223,389.00	1,223,389.00	0.00	1.00	100.00
000-4050 INSURANCE BENEFITS	848,370.00	848,375.00	848,375.00	0.00	-5.00	100.00
000-4090 WORKERS' COMPENSATION	415,260.00	415,260.00	415,260.00	0.00	0.00	100.00
000-4110 SUPPLIES - OFFICE	13,200.00	5,369.08	5,369.08	0.00	7,830.92	40.67
000-4120 PROGRAM SUPPLIES	31,200.00	79,505.10	79,505.10	0.00	-48,305.10	254.82
000-4140 SUPPLIES - VEHICLE	3,100.00	809.77	809.77	0.00	2,290.23	26.12
000-4160 SUPPLIES - EQUIPMENT	95,600.00	118,046.58	118,046.58	0.00	-22,446.58	123.48
000-4165 SMALL EQUIPMENT	15,300.00	37,500.00	37,500.00	0.00	-22,200.00	245.10
000-4210 FUEL & OIL	94,000.00	54,529.76	54,529.76	0.00	39,470.24	58.01
000-4240 UNIFORMS & CLOTHING	68,200.00	95,729.97	95,729.97	0.00	-27,529.97	140.37
000-4290 MISCELLANEOUS COMMODITIES	27,600.00	2,996.98	2,996.98	0.00	24,603.02	10.86
000-4310 TELEPHONE	46,000.00	42,782.87	42,782.87	0.00	3,217.13	93.01
000-4330 POSTAGE	2,100.00	2,600.67	2,600.67	0.00	-500.67	123.84
000-4370 INSURANCE	73,000.00	72,999.97	72,999.97	0.00	0.03	100.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	6,100.00	17,418.97	17,418.97	0.00	-11,318.97	285.56
000-4390 TRAVEL & TRAINING	60,200.00	63,352.99	63,352.99	0.00	-3,152.99	105.24
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	0.00	210.56	210.56	0.00	-210.56	0.00
000-4420 REPAIR & MAINT/VEHICLE	103,100.00	65,530.32	65,530.32	0.00	37,569.68	63.56
000-4430 REPAIRS & MTNCE./EQUIPMENT	25,000.00	4,314.91	4,314.91	0.00	20,685.09	17.26
000-4440 REPAIR & MAINT/RADIO	5,200.00	8,596.32	8,596.32	0.00	-3,396.32	165.31
000-4475 FEES FOR DISPATCHING	365,500.00	355,519.32	355,519.32	0.00	9,980.68	97.27
000-4480 FEES FOR SERVICE	317,800.00	240,577.03	240,577.03	0.00	77,222.97	75.70
000-4482 PROSECUTION FEES	198,000.00	195,000.00	195,000.00	0.00	3,000.00	98.48
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	1,963.50	1,963.50	0.00	-1,963.50	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

401 POLICE

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4540 INTERNAL RENTAL - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	11,300.00	7,863.00	7,863.00	0.00	3,437.00	69.58
000-4580 INTERNAL I. T. CHARGES	286,000.00	285,999.97	285,999.97	0.00	0.03	100.00
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4940 CASH OVER & SHORT	0.00	0.00	0.00	0.00	0.00	0.00
Total POLICE	10,413,750.00	9,937,605.60	9,937,605.60	0.00	476,144.40	95.43

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

404 FIRE

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	1,047,790.00	1,047,273.21	1,047,273.21	0.00	516.79	99.95
000-4011 OVERTIME PAY	140,000.00	244,140.71	244,140.71	0.00	-104,140.71	174.39
000-4020 WAGES/PART-TIME	27,970.00	53,488.71	53,488.71	0.00	-25,518.71	191.24
000-4025 WAGES/TEMPORARY	5,000.00	2,771.93	2,771.93	0.00	2,228.07	55.44
000-4030 LEAVE BENEFITS	15,060.00	15,060.00	15,060.00	0.00	0.00	100.00
000-4040 RETIREMENT BENEFITS	258,220.00	258,217.00	258,217.00	0.00	3.00	100.00
000-4050 INSURANCE BENEFITS	172,070.00	172,069.00	172,069.00	0.00	1.00	100.00
000-4060 FIREFIGHTERS PENSION BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
000-4090 WORKERS' COMPENSATION	116,640.00	116,640.00	116,640.00	0.00	0.00	100.00
000-4110 SUPPLIES - OFFICE	2,000.00	1,414.88	1,414.88	0.00	585.12	70.74
000-4120 PROGRAM SUPPLIES	10,000.00	10,666.36	10,666.36	0.00	-666.36	106.66
000-4130 SUPPLIES - JANITORIAL	2,200.00	2,426.30	2,426.30	0.00	-226.30	110.29
000-4140 SUPPLIES - VEHICLE	500.00	109.04	109.04	0.00	390.96	21.81
000-4160 SUPPLIES - EQUIPMENT	58,000.00	22,207.09	22,207.09	0.00	35,792.91	38.29
000-4165 SMALL EQUIPMENT	35,000.00	56,796.40	56,796.40	0.00	-21,796.40	162.28
000-4170 BOOKS	1,000.00	824.45	824.45	0.00	175.55	82.45
000-4180 MAINTENANCE MATERIALS	0.00	318.94	318.94	0.00	-318.94	0.00
000-4190 CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4210 FUEL & OIL	20,000.00	13,417.68	13,417.68	0.00	6,582.32	67.09
000-4220 SIGNS & SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4230 SMALL TOOLS	0.00	0.00	0.00	0.00	0.00	0.00
000-4240 UNIFORMS & CLOTHING	24,000.00	25,947.00	25,947.00	0.00	-1,947.00	108.11
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	11,000.00	12,083.90	12,083.90	0.00	-1,083.90	109.85
000-4320 UTILITIES	30,000.00	30,399.33	30,399.33	0.00	-399.33	101.33
000-4330 POSTAGE	500.00	312.53	312.53	0.00	187.47	62.51
000-4360 PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	21,300.00	21,300.00	21,300.00	0.00	0.00	100.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	3,500.00	9,006.55	9,006.55	0.00	-5,506.55	257.33
000-4390 TRAVEL & TRAINING	46,650.00	55,523.87	55,523.87	0.00	-8,873.87	119.02
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00

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CITY OF MAPLEWOOD
 1/1/2021 through 12/31/2021

101 GENERAL FUND

404 FIRE

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4410 REPAIR & MAINT/BUILDINGS	15,000.00	18,091.32	18,091.32	0.00	-3,091.32	120.61
000-4420 REPAIR & MAINT/VEHICLE	73,500.00	41,396.66	41,396.66	0.00	32,103.34	56.32
000-4430 REPAIRS & MTNCE./EQUIPMENT	11,000.00	14,213.28	14,213.28	0.00	-3,213.28	129.21
000-4440 REPAIR & MAINT/RADIO	4,000.00	1,637.51	1,637.51	0.00	2,362.49	40.94
000-4475 FEES FOR DISPATCHING	72,000.00	70,042.56	70,042.56	0.00	1,957.44	97.28
000-4480 FEES FOR SERVICE	110,850.00	46,803.57	46,803.57	0.00	64,046.43	42.22
000-4520 OUTSIDE RENTAL - EQUIPMENT	300.00	2,613.42	2,613.42	0.00	-2,313.42	871.14
000-4540 INTERNAL RENTAL - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	4,000.00	2,202.25	2,202.25	0.00	1,797.75	55.06
000-4580 INTERNAL I. T. CHARGES	74,000.00	74,000.03	74,000.03	0.00	-0.03	100.00
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
Total FIRE	2,413,050.00	2,443,415.48	2,443,415.48	0.00	-30,365.48	101.26

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

413 EMERGENCY MANAGEMENT

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
000-4040 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
000-4110 SUPPLIES - OFFICE	0.00	183.82	183.82	0.00	-183.82	0.00
000-4120 PROGRAM SUPPLIES	0.00	434.68	434.68	0.00	-434.68	0.00
000-4160 SUPPLIES - EQUIPMENT	0.00	29,307.07	29,307.07	0.00	-29,307.07	0.00
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4210 FUEL & OIL	0.00	0.00	0.00	0.00	0.00	0.00
000-4240 UNIFORMS & CLOTHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	400.00	0.00	0.00	0.00	400.00	0.00
000-4320 UTILITIES	600.00	596.00	596.00	0.00	4.00	99.33
000-4330 POSTAGE	0.00	1.41	1.41	0.00	-1.41	0.00
000-4370 INSURANCE	500.00	500.03	500.03	0.00	-0.03	100.01
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	300.00	0.00	0.00	0.00	300.00	0.00
000-4390 TRAVEL & TRAINING	500.00	0.00	0.00	0.00	500.00	0.00
000-4400 VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4420 REPAIR & MAINT/VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	7,500.00	7,184.13	7,184.13	0.00	315.87	95.79
000-4480 FEES FOR SERVICE	0.00	38,504.12	38,504.12	0.00	-38,504.12	0.00
000-4550 DUPLICATING COSTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
Total EMERGENCY MANAGEMENT	9,800.00	76,711.26	76,711.26	0.00	-66,911.26	782.77

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

501 PUBLIC WORKS ADMINISTRATION

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4010 WAGES/FULL-TIME EMPLOYEES	116,500.00	119,729.73	119,729.73	0.00	-3,229.73	102.77
000-4011 OVERTIME PAY	0.00	50.83	50.83	0.00	-50.83	0.00
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
000-4030 LEAVE BENEFITS	1,630.00	1,632.00	1,632.00	0.00	-2.00	100.12
000-4040 RETIREMENT BENEFITS	21,100.00	21,097.00	21,097.00	0.00	3.00	99.99
000-4050 INSURANCE BENEFITS	21,520.00	21,517.00	21,517.00	0.00	3.00	99.99
000-4110 SUPPLIES - OFFICE	3,000.00	2,319.73	2,319.73	0.00	680.27	77.32
000-4120 PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	3,000.00	288.56	288.56	0.00	2,711.44	9.62
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	0.00	0.00	0.00	0.00	0.00
000-4210 FUEL & OIL	0.00	0.00	0.00	0.00	0.00	0.00
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	200.00	153.45	153.45	0.00	46.55	76.73
000-4330 POSTAGE	5,000.00	3,354.87	3,354.87	0.00	1,645.13	67.10
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	3,200.00	3,097.32	3,097.32	0.00	102.68	96.79
000-4390 TRAVEL & TRAINING	4,000.00	150.00	150.00	0.00	3,850.00	3.75
000-4400 VEHICLE ALLOWANCE	500.00	520.00	520.00	0.00	-20.00	104.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4480 FEES FOR SERVICE	4,600.00	57,985.35	57,985.35	0.00	-53,385.35	1,260.55
000-4490 FEES - CONSULTING	6,000.00	0.00	0.00	0.00	6,000.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	6,400.00	5,188.66	5,188.66	0.00	1,211.34	81.07
000-4580 INTERNAL I. T. CHARGES	124,700.00	124,700.03	124,700.03	0.00	-0.03	100.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4710 LAND PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4759 OTHER CONSTRUCTION COSTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4940 CASH OVER & SHORT	0.00	0.00	0.00	0.00	0.00	0.00

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

501 PUBLIC WORKS ADMINISTRATION

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4945 UNCOLLECTIBLE CHECKS	0.00	0.00	0.00	0.00	0.00	0.00
Total PUBLIC WORKS ADMINISTRATION	322,350.00	361,784.53	361,784.53	0.00	-39,434.53	112.23

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

502 STREET MAINTAINANCE

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4010 WAGES/FULL-TIME EMPLOYEES	318,610.00	306,538.75	306,538.75	0.00	12,071.25	96.21
000-4011 OVERTIME PAY	5,000.00	8,300.26	8,300.26	0.00	-3,300.26	166.01
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	7,200.00	0.00	0.00	0.00	7,200.00	0.00
000-4030 LEAVE BENEFITS	4,460.00	4,463.00	4,463.00	0.00	-3.00	100.07
000-4040 RETIREMENT BENEFITS	57,730.00	57,732.00	57,732.00	0.00	-2.00	100.00
000-4050 INSURANCE BENEFITS	67,220.00	67,223.00	67,223.00	0.00	-3.00	100.00
000-4090 WORKERS' COMPENSATION	103,980.00	103,980.00	103,980.00	0.00	0.00	100.00
000-4120 PROGRAM SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4140 SUPPLIES - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	4,000.00	3,105.80	3,105.80	0.00	894.20	77.65
000-4165 SMALL EQUIPMENT	6,000.00	6,899.00	6,899.00	0.00	-899.00	114.98
000-4180 MAINTENANCE MATERIALS	100,000.00	100,363.21	100,363.21	0.00	-363.21	100.36
000-4190 CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4210 FUEL & OIL	28,000.00	18,391.07	18,391.07	0.00	9,608.93	65.68
000-4220 SIGNS & SIGNALS	10,000.00	14,659.43	14,659.43	0.00	-4,659.43	146.59
000-4230 SMALL TOOLS	500.00	391.74	391.74	0.00	108.26	78.35
000-4240 UNIFORMS & CLOTHING	10,000.00	9,747.24	9,747.24	0.00	252.76	97.47
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	10,500.00	7,136.51	7,136.51	0.00	3,363.49	67.97
000-4320 UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	25,000.00	24,999.97	24,999.97	0.00	0.03	100.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	100.00	0.00	0.00	0.00	100.00	0.00
000-4390 TRAVEL & TRAINING	3,000.00	120.00	120.00	0.00	2,880.00	4.00
000-4400 VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4480 FEES FOR SERVICE	35,000.00	25,467.66	25,467.66	0.00	9,532.34	72.76
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	3,000.00	0.00	0.00	0.00	3,000.00	0.00
000-4540 INTERNAL RENTAL - VEHICLE	170,000.00	170,000.03	170,000.03	0.00	-0.03	100.00
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

502 STREET MAINTAINANCE

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
000-4710 LAND PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4759 OTHER CONSTRUCTION COSTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4975 SMALL LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00	0.00
Total STREET MAINTAINANCE	971,300.00	929,518.67	929,518.67	0.00	41,781.33	95.70

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

503 ENGINEERING

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	388,270.00	397,719.68	397,719.68	0.00	-9,449.68	102.43
000-4011 OVERTIME PAY	25,000.00	927.39	927.39	0.00	24,072.61	3.71
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	20,000.00	8,128.00	8,128.00	0.00	11,872.00	40.64
000-4030 LEAVE BENEFITS	5,440.00	5,437.00	5,437.00	0.00	3.00	99.94
000-4040 RETIREMENT BENEFITS	72,170.00	72,169.00	72,169.00	0.00	1.00	100.00
000-4050 INSURANCE BENEFITS	67,770.00	67,775.00	67,775.00	0.00	-5.00	100.01
000-4160 SUPPLIES - EQUIPMENT	1,500.00	322.79	322.79	0.00	1,177.21	21.52
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	0.00	0.00	0.00	0.00	0.00
000-4230 SMALL TOOLS	1,000.00	45.03	45.03	0.00	954.97	4.50
000-4240 UNIFORMS & CLOTHING	1,000.00	454.13	454.13	0.00	545.87	45.41
000-4290 MISCELLANEOUS COMMODITIES	2,000.00	0.00	0.00	0.00	2,000.00	0.00
000-4310 TELEPHONE	5,000.00	4,087.27	4,087.27	0.00	912.73	81.75
000-4360 PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	500.00	228.00	228.00	0.00	272.00	45.60
000-4390 TRAVEL & TRAINING	4,000.00	1,734.75	1,734.75	0.00	2,265.25	43.37
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	200.00	520.00	520.00	0.00	-320.00	260.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	8,000.00	2,000.00	2,000.00	0.00	6,000.00	25.00
000-4480 FEES FOR SERVICE	12,000.00	3,054.75	3,054.75	0.00	8,945.25	25.46
000-4490 FEES - CONSULTING	12,000.00	2,639.64	2,639.64	0.00	9,360.36	22.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4540 INTERNAL RENTAL - VEHICLE	30,000.00	30,000.00	30,000.00	0.00	0.00	100.00
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
000-4761 LEGAL & FISCAL	0.00	0.00	0.00	0.00	0.00	0.00
Total ENGINEERING	655,850.00	597,242.43	597,242.43	0.00	58,607.57	91.06

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

514 SNOW AND ICE CONTROL

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	144,250.00	161,010.35	161,010.35	0.00	-16,760.35	111.62
000-4011 OVERTIME PAY	30,000.00	22,084.19	22,084.19	0.00	7,915.81	73.61
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
000-4030 LEAVE BENEFITS	2,020.00	2,017.00	2,017.00	0.00	3.00	99.85
000-4040 RETIREMENT BENEFITS	29,970.00	29,975.00	29,975.00	0.00	-5.00	100.02
000-4050 INSURANCE BENEFITS	31,880.00	31,883.00	31,883.00	0.00	-3.00	100.01
000-4120 PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4140 SUPPLIES - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	5,000.00	338.60	338.60	0.00	4,661.40	6.77
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4180 MAINTENANCE MATERIALS	90,000.00	64,476.17	64,476.17	0.00	25,523.83	71.64
000-4190 CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4210 FUEL & OIL	0.00	0.00	0.00	0.00	0.00	0.00
000-4220 SIGNS & SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4230 SMALL TOOLS	0.00	22.99	22.99	0.00	-22.99	0.00
000-4240 UNIFORMS & CLOTHING	400.00	0.00	0.00	0.00	400.00	0.00
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	300.00	1,034.75	1,034.75	0.00	-734.75	344.92
000-4320 UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
000-4390 TRAVEL & TRAINING	2,500.00	2,100.00	2,100.00	0.00	400.00	84.00
000-4400 VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	3,000.00	669.29	669.29	0.00	2,330.71	22.31
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4540 INTERNAL RENTAL - VEHICLE	200,000.00	200,000.03	200,000.03	0.00	-0.03	100.00
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00

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Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

514 SNOW AND ICE CONTROL

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4710 LAND PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4759 OTHER CONSTRUCTION COSTS	0.00	0.00	0.00	0.00	0.00	0.00
Total SNOW AND ICE CONTROL	539,320.00	515,611.37	515,611.37	0.00	23,708.63	95.60

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

516 FORESTRY

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	100,240.00	104,590.87	104,590.87	0.00	-4,350.87	104.34
000-4011 OVERTIME PAY	0.00	1,603.70	1,603.70	0.00	-1,603.70	0.00
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4030 LEAVE BENEFITS	1,400.00	1,403.00	1,403.00	0.00	-3.00	100.21
000-4040 RETIREMENT BENEFITS	17,760.00	17,760.00	17,760.00	0.00	0.00	100.00
000-4050 INSURANCE BENEFITS	21,900.00	21,900.00	21,900.00	0.00	0.00	100.00
000-4140 SUPPLIES - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	2,000.00	2,790.08	2,790.08	0.00	-790.08	139.50
000-4165 SMALL EQUIPMENT	2,000.00	2,300.00	2,300.00	0.00	-300.00	115.00
000-4210 FUEL & OIL	0.00	0.00	0.00	0.00	0.00	0.00
000-4240 UNIFORMS & CLOTHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	100.00	259.50	259.50	0.00	-159.50	259.50
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4390 TRAVEL & TRAINING	1,300.00	0.00	0.00	0.00	1,300.00	0.00
000-4420 REPAIR & MAINT/VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	100,000.00	121,751.07	121,751.07	0.00	-21,751.07	121.75
000-4520 OUTSIDE RENTAL - EQUIPMENT	8,000.00	0.00	0.00	0.00	8,000.00	0.00
Total FORESTRY	254,700.00	274,358.22	274,358.22	0.00	-19,658.22	107.72

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

601 PARKS & REC. ADMINISTRATION

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4010 WAGES/FULL-TIME EMPLOYEES	198,760.00	203,068.46	203,068.46	0.00	-4,308.46	102.17
000-4011 OVERTIME PAY	5,000.00	0.00	0.00	0.00	5,000.00	0.00
000-4025 WAGES/TEMPORARY	17,000.00	31,384.75	31,384.75	0.00	-14,384.75	184.62
000-4030 LEAVE BENEFITS	2,780.00	2,783.00	2,783.00	0.00	-3.00	100.11
000-4040 RETIREMENT BENEFITS	39,900.00	39,900.00	39,900.00	0.00	0.00	100.00
000-4050 INSURANCE BENEFITS	24,000.00	24,000.00	24,000.00	0.00	0.00	100.00
000-4090 WORKERS' COMPENSATION	15,770.00	15,770.03	15,770.03	0.00	-0.03	100.00
000-4110 SUPPLIES - OFFICE	2,500.00	700.73	700.73	0.00	1,799.27	28.03
000-4120 PROGRAM SUPPLIES	2,500.00	1,723.72	1,723.72	0.00	776.28	68.95
000-4160 SUPPLIES - EQUIPMENT	300.00	1,765.93	1,765.93	0.00	-1,465.93	588.64
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	1,900.00	3,337.56	3,337.56	0.00	-1,437.56	175.66
000-4330 POSTAGE	5,000.00	487.06	487.06	0.00	4,512.94	9.74
000-4360 PUBLISHING	1,000.00	125.00	125.00	0.00	875.00	12.50
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	1,000.00	1,010.00	1,010.00	0.00	-10.00	101.00
000-4390 TRAVEL & TRAINING	1,500.00	419.00	419.00	0.00	1,081.00	27.93
000-4400 VEHICLE ALLOWANCE	500.00	2,600.00	2,600.00	0.00	-2,100.00	520.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	2,800.00	532.37	532.37	0.00	2,267.63	19.01
000-4480 FEES FOR SERVICE	10,000.00	3,341.55	3,341.55	0.00	6,658.45	33.42
000-4490 FEES - CONSULTING	2,000.00	0.00	0.00	0.00	2,000.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4540 INTERNAL RENTAL - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	2,700.00	3,366.92	3,366.92	0.00	-666.92	124.70
000-4580 INTERNAL I. T. CHARGES	20,700.00	20,700.00	20,700.00	0.00	0.00	100.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
Total PARKS & REC. ADMINISTRATION	357,610.00	357,016.08	357,016.08	0.00	593.92	99.83

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

602 PARK MAINTENANCE

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	375,840.00	374,610.00	374,610.00	0.00	1,230.00	99.67
000-4011 OVERTIME PAY	8,000.00	8,263.60	8,263.60	0.00	-263.60	103.30
000-4025 WAGES/TEMPORARY	20,000.00	14,976.00	14,976.00	0.00	5,024.00	74.88
000-4030 LEAVE BENEFITS	5,260.00	5,257.00	5,257.00	0.00	3.00	99.94
000-4040 RETIREMENT BENEFITS	68,830.00	68,832.00	68,832.00	0.00	-2.00	100.00
000-4050 INSURANCE BENEFITS	79,030.00	79,032.00	79,032.00	0.00	-2.00	100.00
000-4090 WORKERS' COMPENSATION	23,650.00	23,649.97	23,649.97	0.00	0.03	100.00
000-4120 PROGRAM SUPPLIES	0.00	4,069.90	4,069.90	0.00	-4,069.90	0.00
000-4130 SUPPLIES - JANITORIAL	0.00	251.48	251.48	0.00	-251.48	0.00
000-4160 SUPPLIES - EQUIPMENT	15,000.00	13,506.22	13,506.22	0.00	1,493.78	90.04
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	0.00	0.00	0.00	0.00	0.00
000-4180 MAINTENANCE MATERIALS	40,000.00	41,708.68	41,708.68	0.00	-1,708.68	104.27
000-4210 FUEL & OIL	20,000.00	14,975.27	14,975.27	0.00	5,024.73	74.88
000-4220 SIGNS & SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4230 SMALL TOOLS	500.00	279.35	279.35	0.00	220.65	55.87
000-4240 UNIFORMS & CLOTHING	6,000.00	6,614.24	6,614.24	0.00	-614.24	110.24
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	3,300.00	3,318.40	3,318.40	0.00	-18.40	100.56
000-4320 UTILITIES	58,000.00	73,358.90	73,358.90	0.00	-15,358.90	126.48
000-4370 INSURANCE	23,000.00	23,000.03	23,000.03	0.00	-0.03	100.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
000-4390 TRAVEL & TRAINING	3,000.00	3,590.00	3,590.00	0.00	-590.00	119.67
000-4400 VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4410 REPAIR & MAINT/BUILDINGS	0.00	400.00	400.00	0.00	-400.00	0.00
000-4420 REPAIR & MAINT/VEHICLE	5,000.00	0.00	0.00	0.00	5,000.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	784.13	784.13	0.00	-784.13	0.00
000-4480 FEES FOR SERVICE	49,000.00	63,309.10	63,309.10	0.00	-14,309.10	129.20
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	1,500.00	1,910.56	1,910.56	0.00	-410.56	127.37
000-4540 INTERNAL RENTAL - VEHICLE	198,000.00	198,000.00	198,000.00	0.00	0.00	100.00
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00

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Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

602 PARK MAINTENANCE

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
000-4720 LAND IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4970 JUDGEMENTS & LOSSES	0.00	0.00	0.00	0.00	0.00	0.00
Total PARK MAINTENANCE	1,002,910.00	1,023,696.83	1,023,696.83	0.00	-20,786.83	102.07

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

604 NATURE CENTER

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	0.00	0.00	0.00	0.00	0.00	0.00
000-4011 OVERTIME PAY	0.00	0.00	0.00	0.00	0.00	0.00
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
000-4030 LEAVE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
000-4040 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
000-4050 INSURANCE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
000-4110 SUPPLIES - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4120 PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4130 SUPPLIES - JANITORIAL	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	0.00	0.00	0.00	0.00	0.00
000-4180 MAINTENANCE MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4190 CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4210 FUEL & OIL	0.00	0.00	0.00	0.00	0.00	0.00
000-4220 SIGNS & SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4230 SMALL TOOLS	0.00	0.00	0.00	0.00	0.00	0.00
000-4240 UNIFORMS & CLOTHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	0.00	1,116.84	1,116.84	0.00	-1,116.84	0.00
000-4320 UTILITIES	1,700.00	4,238.64	4,238.64	0.00	-2,538.64	249.33
000-4330 POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00
000-4360 PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	6,000.00	6,000.00	6,000.00	0.00	0.00	100.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
000-4390 TRAVEL & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4410 REPAIR & MAINT/BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	0.00	342.04	342.04	0.00	-342.04	0.00

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CITY OF MAPLEWOOD
 1/1/2021 through 12/31/2021

101 GENERAL FUND

604 NATURE CENTER

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4540 INTERNAL RENTAL - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	0.00	1,327.30	1,327.30	0.00	-1,327.30	0.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
000-4720 LAND IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4940 CASH OVER & SHORT	0.00	0.00	0.00	0.00	0.00	0.00
Total NATURE CENTER	7,700.00	13,024.82	13,024.82	0.00	-5,324.82	169.15

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

605 OPEN SPACE MANAGEMENT

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	19,030.00	20,792.28	20,792.28	0.00	-1,762.28	109.26
000-4011 OVERTIME PAY	0.00	0.00	0.00	0.00	0.00	0.00
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	7,000.00	0.00	0.00	0.00	7,000.00	0.00
000-4030 LEAVE BENEFITS	270.00	275.00	275.00	0.00	-5.00	101.85
000-4040 RETIREMENT BENEFITS	3,890.00	3,889.00	3,889.00	0.00	1.00	99.97
000-4050 INSURANCE BENEFITS	3,330.00	3,335.00	3,335.00	0.00	-5.00	100.15
000-4110 SUPPLIES - OFFICE	500.00	0.00	0.00	0.00	500.00	0.00
000-4120 PROGRAM SUPPLIES	600.00	87.98	87.98	0.00	512.02	14.66
000-4160 SUPPLIES - EQUIPMENT	800.00	216.27	216.27	0.00	583.73	27.03
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	100.00	0.00	0.00	0.00	100.00	0.00
000-4180 MAINTENANCE MATERIALS	2,000.00	308.64	308.64	0.00	1,691.36	15.43
000-4190 CHEMICALS	300.00	0.00	0.00	0.00	300.00	0.00
000-4210 FUEL & OIL	0.00	0.00	0.00	0.00	0.00	0.00
000-4220 SIGNS & SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4240 UNIFORMS & CLOTHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	200.00	0.00	0.00	0.00	200.00	0.00
000-4360 PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4390 TRAVEL & TRAINING	500.00	250.00	250.00	0.00	250.00	50.00
000-4400 VEHICLE ALLOWANCE	700.00	0.00	0.00	0.00	700.00	0.00
000-4480 FEES FOR SERVICE	15,000.00	3,205.61	3,205.61	0.00	11,794.39	21.37
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
000-4690 CONSTRUCTION - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
000-4720 LAND IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
Total OPEN SPACE MANAGEMENT	54,220.00	32,359.78	32,359.78	0.00	21,860.22	59.68

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CITY OF MAPLEWOOD
 1/1/2021 through 12/31/2021

101 GENERAL FUND

622 LIGHT IT UP MAPLEWOOD

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4025 WAGES/TEMPORARY	0.00	360.00	360.00	0.00	-360.00	0.00
000-4120 PROGRAM SUPPLIES	1,500.00	602.18	602.18	0.00	897.82	40.15
000-4360 PUBLISHING	2,500.00	0.00	0.00	0.00	2,500.00	0.00
000-4370 INSURANCE	500.00	500.03	500.03	0.00	-0.03	100.01
000-4480 FEES FOR SERVICE	22,060.00	17,884.00	17,884.00	0.00	4,176.00	81.07
000-4520 OUTSIDE RENTAL - EQUIPMENT	9,000.00	0.00	0.00	0.00	9,000.00	0.00
Total LIGHT IT UP MAPLEWOOD	35,560.00	19,346.21	19,346.21	0.00	16,213.79	54.40

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

701 COMMUNITY DEVELOPMENT ADMIN.

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4010 WAGES/FULL-TIME EMPLOYEES	434,110.00	458,703.71	458,703.71	0.00	-24,593.71	105.67
000-4011 OVERTIME PAY	0.00	6,217.34	6,217.34	0.00	-6,217.34	0.00
000-4020 WAGES/PART-TIME	48,720.00	50,633.95	50,633.95	0.00	-1,913.95	103.93
000-4025 WAGES/TEMPORARY	2,000.00	0.00	0.00	0.00	2,000.00	0.00
000-4030 LEAVE BENEFITS	6,760.00	6,757.00	6,757.00	0.00	3.00	99.96
000-4040 RETIREMENT BENEFITS	87,740.00	87,743.00	87,743.00	0.00	-3.00	100.00
000-4050 INSURANCE BENEFITS	83,710.00	83,712.00	83,712.00	0.00	-2.00	100.00
000-4090 WORKERS' COMPENSATION	6,490.00	6,489.97	6,489.97	0.00	0.03	100.00
000-4110 SUPPLIES - OFFICE	3,000.00	2,548.38	2,548.38	0.00	451.62	84.95
000-4120 PROGRAM SUPPLIES	1,500.00	0.00	0.00	0.00	1,500.00	0.00
000-4160 SUPPLIES - EQUIPMENT	3,000.00	304.04	304.04	0.00	2,695.96	10.13
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	0.00	0.00	0.00	0.00	0.00
000-4220 SIGNS & SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	3,300.00	4,487.07	4,487.07	0.00	-1,187.07	135.97
000-4330 POSTAGE	5,000.00	5,791.12	5,791.12	0.00	-791.12	115.82
000-4360 PUBLISHING	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4370 INSURANCE	24,000.00	24,000.00	24,000.00	0.00	0.00	100.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	5,000.00	1,733.11	1,733.11	0.00	3,266.89	34.66
000-4390 TRAVEL & TRAINING	6,200.00	199.00	199.00	0.00	6,001.00	3.21
000-4400 VEHICLE ALLOWANCE	2,400.00	2,600.00	2,600.00	0.00	-200.00	108.33
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	17,800.00	45,293.49	45,293.49	0.00	-27,493.49	254.46
000-4490 FEES - CONSULTING	25,000.00	21,866.94	21,866.94	0.00	3,133.06	87.47
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	6,400.00	3,284.15	3,284.15	0.00	3,115.85	51.31
000-4580 INTERNAL I. T. CHARGES	60,800.00	60,800.03	60,800.03	0.00	-0.03	100.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4940 CASH OVER & SHORT	0.00	133.99	133.99	0.00	-133.99	0.00
000-4945 UNCOLLECTIBLE CHECKS	0.00	0.00	0.00	0.00	0.00	0.00
Total COMMUNITY DEVELOPMENT ADMIN.	833,930.00	873,298.29	873,298.29	0.00	-39,368.29	104.72

Expenditure Status Report

CITY OF MAPLEWOOD
1/1/2021 through 12/31/2021

101 GENERAL FUND

703 BUILDING INSPECTIONS

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
000-4010 WAGES/FULL-TIME EMPLOYEES	390,400.00	321,185.31	321,185.31	0.00	69,214.69	82.27
000-4011 OVERTIME PAY	0.00	8,527.81	8,527.81	0.00	-8,527.81	0.00
000-4020 WAGES/PART-TIME	56,760.00	74,130.13	74,130.13	0.00	-17,370.13	130.60
000-4025 WAGES/TEMPORARY	21,000.00	0.00	0.00	0.00	21,000.00	0.00
000-4030 LEAVE BENEFITS	6,260.00	6,263.00	6,263.00	0.00	-3.00	100.05
000-4040 RETIREMENT BENEFITS	79,110.00	79,115.00	79,115.00	0.00	-5.00	100.01
000-4050 INSURANCE BENEFITS	55,880.00	55,883.00	55,883.00	0.00	-3.00	100.01
000-4090 WORKERS' COMPENSATION	6,840.00	6,840.00	6,840.00	0.00	0.00	100.00
000-4120 PROGRAM SUPPLIES	0.00	50.64	50.64	0.00	-50.64	0.00
000-4160 SUPPLIES - EQUIPMENT	2,000.00	1,030.50	1,030.50	0.00	969.50	51.53
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	3,000.00	1,015.81	1,015.81	0.00	1,984.19	33.86
000-4240 UNIFORMS & CLOTHING	1,300.00	790.33	790.33	0.00	509.67	60.79
000-4310 TELEPHONE	2,500.00	3,382.50	3,382.50	0.00	-882.50	135.30
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	1,500.00	641.00	641.00	0.00	859.00	42.73
000-4390 TRAVEL & TRAINING	5,000.00	1,415.00	1,415.00	0.00	3,585.00	28.30
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	750.00	0.00	0.00	0.00	750.00	0.00
000-4410 REPAIR & MAINT/BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4420 REPAIR & MAINT/VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	64,900.00	109,200.50	109,200.50	0.00	-44,300.50	168.26
000-4540 INTERNAL RENTAL - VEHICLE	19,500.00	19,500.00	19,500.00	0.00	0.00	100.00
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4730 BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00
Total BUILDING INSPECTIONS	716,700.00	688,970.53	688,970.53	0.00	27,729.47	96.13

Expenditure Status Report

CITY OF MAPLEWOOD
 1/1/2021 through 12/31/2021

101 GENERAL FUND

999 TRANSFERS

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
000-4999 TRANSFERS OUT	1,703,833.00	1,703,832.81	1,703,832.81	0.00	0.19	100.00
Total TRANSFERS	1,703,833.00	1,703,832.81	1,703,832.81	0.00	0.19	100.00
Total GENERAL FUND	24,377,603.00	23,776,108.33	23,776,108.33	0.00	601,494.67	97.53
Grand Total	24,377,603.00	23,776,108.33	23,776,108.33	0.00	601,494.67	97.53

CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Mychal Fowlds, IT Director

PRESENTER: Mychal Fowlds, IT Director

AGENDA ITEM: Payment for Axon Yearly Maintenance Support & Evidence.com Subscription

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

Support contracts for software are a major necessity because there are always fixes and updates and without the support contracts we're entitled to none of these. Also, to speak with any of our third-party vendors a support contract is required. In addition to the yearly support contract, this item also includes our yearly subscription for the "Officer Safety" plan which will be explained in greater detail below.

Recommended Action:

Motion to approve payment for Axon yearly maintenance support and Evidence.com subscription.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$168,813.35

Financing source(s): ☒ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☐ Other: n/a

Strategic Plan Relevance:

☐ Community Inclusiveness ☐ Financial & Asset Mgmt ☐ Environmental Stewardship
☒ Integrated Communication ☐ Operational Effectiveness ☐ Targeted Redevelopment

Ensuring that we remain current with our support contract makes certain that staff is able to address any issues or bugs they find within the software. This also makes sure that support is available should any larger scale events occur which would require further assistance from the vendor to get the systems back up and running.

Background:

In 2017 the City purchased and implemented body cameras and interview room cameras from Axon (formerly Taser). Along with the capital items the City chose to enroll in Axon's "Officer Safety" plan to address the storage of the video created by those camera systems. The "Officer Safety" plan is a subscription based, hosted solution which includes one Smart weapon (taser), two Axon camera upgrades, full warranty, repair and replacement coverage and unlimited Evidence.com storage for

all officers. In addition to the storage of files on Evidence.com, the site also provides a number of tools to assist the Public Safety department. Tools include the ability to create and share case data, redaction tools for video, transcription assistance and the ability for the public to upload evidence. This agenda item includes the yearly payment for this subscription. This payment is the first of a 5 year agreement that the City Council approved in March of 2022.

This item also includes the software and hardware maintenance payments for the Police Department interview room systems purchased from Axon (Taser). This system includes touch panels to control the recording in each interview room and the camera systems themselves.

Attachments:

1. Axon invoice



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382

Invoice

Invoice ID INUS063692
Date 31-Mar-22
Page 1 of 14
Sales Order
Requisition
Your Ref Q-379281
Our Ref
Payment Net 30 days
Invoice Account 108037
Terms of Delivery FCA

BILL TO

Maplewood Police Dept. - MN
1830 County Road B E
Saint Paul, MN 55109-2702
USA

SHIP TO

Maplewood Police Dept. - MN
1830 County Road B E
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		Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
		OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	62.00		148,161.37
Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
1	1	20248	TASER 7 EVIDENCE.COM ACCESS LICENSE Tax Date 31-Mar-22	62.00	39.67	
2	1	20248	TASER 7 EVIDENCE.COM ACCESS LICENSE Tax Date 31-Mar-22	1.00	221.70	
3	1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 31-Mar-22	1.00	1,104.81	
4	1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 31-Mar-22	1.00	1,104.81	
5	1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 31-Mar-22	1.00	1,104.81	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS063692	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS063692	Reference No INUS063692	Phoenix AZ 85034
					Reference No INUS063692

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Invoice



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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
6	1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 31-Mar-22	1.00	1,104.81	
7	1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER Tax Date 31-Mar-22	1.00	1,104.81	
8	1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER Tax Date 31-Mar-22	1.00	277.13	
9	1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER Tax Date 31-Mar-22	1.00	277.13	
10	1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER Tax Date 31-Mar-22	1.00	277.13	
11	1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER Tax Date 31-Mar-22	1.00	277.13	
12	1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER Tax Date 31-Mar-22	1.00	277.13	

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Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS063692	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS063692	Reference No INUS063692	Phoenix AZ 85034
					Reference No INUS063692

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
13	1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE Tax Date 31-Mar-22	62.00	105.31	
14	1	73746	PROFESSIONAL EVIDENCE.COM LICENSE Tax Date 31-Mar-22	62.00	1,556.34	
15	1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE Tax Date 31-Mar-22	62.00	1,064.16	
16	1	73683	10 GB EVIDENCE.COM A-LA- CART STORAGE Tax Date 31-Mar-22	620.00	17.74	
17	1	73680	RESPOND DEVICE PLUS LICENSE Tax Date 31-Mar-22	62.00	842.46	
18	1	73618	CITIZEN FOR COMMUNITIES USER ACCESS LICENSE Tax Date 31-Mar-22	62.00	399.06	
19	1	73478	REDACTION ASSISTANT USER ACCESS LICENSE Tax Date 31-Mar-22	62.00	399.06	
20	1	73682	AUTO TAGGING LICENSE Tax Date 31-Mar-22	62.00	399.06	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS063692	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS063692	Reference No INUS063692	Phoenix AZ 85034
					Reference No INUS063692

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
21	1	73739	PERFORMANCE LICENSE Tax Date 31-Mar-22	62.00	399.06	
22	1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE Tax Date 31-Mar-22	62.00	399.06	
23	1	80190	Evidence.com Channel Services Tax Date 31-Mar-22	1.00	3,695.01	
24	1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE Tax Date 31-Mar-22	1.00	0.00	
25	1	80464	EXT WARRANTY, CAMERA (TAP) Tax Date 31-Mar-22	62.00	517.45	
26	1	73309	AXON CAMERA REFRESH ONE Tax Date 31-Mar-22	64.00	547.60	
27	1	73310	AXON CAMERA REFRESH TWO Tax Date 31-Mar-22	64.00	567.55	
28	1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP) Tax Date 31-Mar-22	8.00	931.14	
29	1	73689	MULTI-BAY BWC DOCK 1ST REFRESH Tax Date 31-Mar-22	8.00	1,171.32	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS063692	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS063692	Reference No INUS063692	Phoenix AZ 85034
					Reference No INUS063692

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
30	1	73688	MULTI-BAY BWC DOCK 2ND REFRESH Tax Date 31-Mar-22	8.00	1,214.18	
31	1	80223	INACTIVE CHANNEL ACCESS LICENSE Tax Date 31-Mar-22	1.00	16,627.54	
32	1	80464	EXT WARRANTY, CAMERA (TAP) Tax Date 31-Mar-22	2.00	517.45	
33	1	73681	AXON RECORDS FULL Tax Date 31-Mar-22	62.00	1,028.69	
41	1	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND Tax Date 31-Mar-22	10.00	62.25	
42	1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT Tax Date 31-Mar-22	1.00	583.63	
43	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 31-Mar-22	186.00	28.78	
44	1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R Tax Date 31-Mar-22	62.00	1,230.59	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS063692	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS063692	Reference No INUS063692	Phoenix AZ 85034
					Reference No INUS063692

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
45	1	80395	EXT WARRANTY, TASER 7 HANDLE Tax Date 31-Mar-22	62.00	219.21	
46	1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 31-Mar-22	50.00	37.12	
47	1	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) Tax Date 31-Mar-22	1.00	116.73	
48	1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R Tax Date 31-Mar-22	2.00	1,337.59	
49	1	80395	EXT WARRANTY, TASER 7 HANDLE Tax Date 31-Mar-22	2.00	238.27	
50	1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7 Tax Date 31-Mar-22	1.00	58.37	
51	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 31-Mar-22	124.00	28.78	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS063692	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS063692	Reference No INUS063692	Phoenix AZ 85034
					Reference No INUS063692

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

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Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382

Invoice

Invoice ID INUS063692
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BILL TO

Maplewood Police Dept. - MN
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SHIP TO

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
52	1	20018	TASER 7 BATTERY PACK, TACTICAL Tax Date 31-Mar-22	74.00	66.92	
53	1	80374	EXT WARRANTY, TASER 7 BATTERY PACK Tax Date 31-Mar-22	74.00	15.93	
54	1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS Tax Date 31-Mar-22	124.00	28.78	
55	1	74200	TASER 7 6-BAY DOCK AND CORE Tax Date 31-Mar-22	1.00	1,108.50	
56	1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK Tax Date 31-Mar-22	1.00	238.27	
57	1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK Tax Date 31-Mar-22	1.00	32.44	
58	1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK Tax Date 31-Mar-22	1.00	7.72	

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
59	1	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND Tax Date 31-Mar-22	52.00	279.29	
60	1	75015	SIGNAL SIDEARM KIT Tax Date 31-Mar-22	62.00	184.01	
61	1	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK Tax Date 31-Mar-22	124.00	0.74	
70	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 31-Mar-22	124.00	28.78	
71	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 31-Mar-22	124.00	28.78	
72	1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS Tax Date 31-Mar-22	124.00	28.78	
73	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 31-Mar-22	124.00	28.78	

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USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
74	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 31-Mar-22	124.00	28.78	

Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
DynamicBundle	Dynamic Bundle	1.00		16,050.48

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
34	1	50045	INTERVIEW - SOFTWARE - UNLIMITED E.COM STORAGE (PER CAMERA) Tax Date 31-Mar-22	3.00	6,144.00	
35	1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER Tax Date 31-Mar-22	2.00	1,750.20	
38	1	100165	UNLIMITED 3RD-PARTY STORAGE Tax Date 31-Mar-22	72.00	810.00	
39	1	85147	CEW STARTER Tax Date 31-Mar-22	1.00	0.00	
40	1	85144	AXON STARTER Tax Date 31-Mar-22	1.00	0.00	

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
75	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 31-Mar-22	168.00	0.00	
76	1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 31-Mar-22	50.00	0.00	
77	1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS Tax Date 31-Mar-22	112.00	0.00	
78	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 31-Mar-22	112.00	0.00	
79	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 31-Mar-22	112.00	0.00	
80	1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS Tax Date 31-Mar-22	112.00	0.00	

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
81	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 31-Mar-22	112.00	0.00	
82	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 31-Mar-22	112.00	0.00	
		Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
		ProLicense	Pro License Bundle	10.00		4,557.60

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
36	1	73746	PROFESSIONAL EVIDENCE.COM LICENSE Tax Date 31-Mar-22	10.00	2,278.80	
37	1	73683	10 GB EVIDENCE.COM A-LA- CART STORAGE Tax Date 31-Mar-22	30.00	0.00	
		Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
		AB3MBD	AB3 Multi Bay Dock Bundle	5.00		43.90

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		Reference No	INUS063692	Reference No INUS063692	Phoenix AZ 85034
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BILL TO

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USA

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Saint Paul, MN 55109-2702
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
62	1	74210	AXON BODY 3 - 8 BAY DOCK Tax Date 31-Mar-22	5.00	0.00	
63	1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK Tax Date 31-Mar-22	5.00	0.00	
64	1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK Tax Date 31-Mar-22	5.00	43.90	
68	1	74210	AXON BODY 3 - 8 BAY DOCK Tax Date 31-Mar-22	3.00	0.00	
69	1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK Tax Date 31-Mar-22	3.00	0.00	
		Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
		AB3C	AB3 Camera Bundle	62.00		0.00

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
65	1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK Tax Date 31-Mar-22	62.00	0.00	

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
66	1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2 Tax Date 31-Mar-22	69.00	0.00	
67	1	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK Tax Date 31-Mar-22	69.00	0.00	

Sales Amount	168,813.35
Misc. Charges	0.00
Discount	0.00
Sales Tax	0.00
Total	168,813.35
Amount Received	0.00
BALANCE DUE	USD 168,813.35

Payment Due 30-Apr-22

PAYMENT REMITTANCE INFORMATION

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Account Name Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 122100024 Reference No INUS063692	Beneficiary Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 021000021 SWIFT Code CHASUS33 Reference No INUS063692	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS063692	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 1820 E Sky Harbor Circle South, Phoenix AZ 85034 Reference No INUS063692

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Tax Note*Ship-to-address Legend***

- 1 Maplewood Police Dept. - MN
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CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Mike Darrow, Assistant City Manager / Director of Human Resources

PRESENTER: Mike Darrow, Assistant City Manager / Director of Human Resources

AGENDA ITEM: 2022 Collective Bargaining Agreements
 a. AFSCME
 b. MCSA
 c. MSA

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☐ Resolution ☐ Ordinance ☒ Contract/Agreement ☐ Proclamation

Policy Issue:

The existing union contracts for AFSCME, MCSA and MSA expired on December 31, 2021; and staff recommends the City Council approve a new one (1) year collective bargaining agreement for 2022.

Recommended Action:

- a. Motion to approve the 2022 Collective Bargaining Agreements between the City of Maplewood and AFSCME and authorize the Mayor and City Manager to execute the contract on behalf of the City.
- b. Motion to approve the 2022 Collective Bargaining Agreements between the City of Maplewood and MCSA and authorize the Mayor and City Manager to execute the contract on behalf of the City.
- c. Motion to approve the 2022 Collective Bargaining Agreements between the City of Maplewood and MSA and authorize the Mayor and City Manager to execute the contract on behalf of the City.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$231,000

Financing source(s): ☒ Adopted Budget ☐ Budget Modification ☐ New Revenue Source

☐ Use of Reserves ☐ Other: na

Strategic Plan Relevance:

☐ Community Inclusiveness ☒ Financial & Asset Mgmt ☐ Environmental Stewardship

☐ Integrated Communication ☐ Operational Effectiveness ☐ Targeted Redevelopment

The proposed 2022 contract meets strategic priorities.

Background:

On April 11, 2022, the City Council met in closed session to discuss strategy and to provide direction. City Council discussed the impacts of these contracts against the overall goals of the City of Maplewood. These include:

- The proposed contract is in alignment with direction given from City Council in previous closed sessions.
- Internal equity. Any adjustments to wages should emphasize one-time, non-base pay adjustments and begin to establish an internal compensation pattern.
- Employer's ability to pay. Compensation and benefits do not compromise the fiscal health of the City and fit within the parameters of the revenue generated from the City's tax levy; as well as budgeted expenditures approved in the 2022 budget.
- Valuing City employees and other economic factors. Compensation and benefits are competitive in the market which has and will continue to favorably position the City to retain and recruit employees.
- Compensation/Wages.
A 3% wage adjustment

The estimated cost of the three bargaining agreements is:

AFSCME	\$135,000
MCSA	\$ 70,000
MSA	\$ 26,000

Attachments:

1. Redline Draft of the 2022 Collective Bargaining Agreement with AFSCME
2. Redline Draft of the 2022 Collective Bargaining Agreement with MCSA
3. Redline Draft of the 2022 Collective Bargaining Agreement with MSA

~~2021~~2022

LABOR AGREEMENT

BETWEEN

THE CITY OF MAPLEWOOD

AND

MINNESOTA A.F.S.C.M.E. COUNCIL NO. 5

LOCAL 2725

CLERICAL/TECHNICAL

&

MAINTENANCE UNITS

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ARTICLE 1: PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Maplewood, hereinafter called EMPLOYER, Local 2725, and Council 5, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the equitable and peaceful resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2: RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179.71 Subd. 3 as an appropriate bargaining unit consisting of the following job classifications:

- Accountant
- Accounting Technician
- Administrative Assistant
- Building Inspector
- Building Inspector Apprentice
- Building Maintenance Worker
- Business Licensing Specialist
- Civil Engineer I
- Civil Engineer II
- Communications Coordinator
- Community Service Officer (CSO)
- Crew Chief – Mechanic
- Crew Chief – Sanitary Sewer
- Crew Chief – Storm Sewer
- Crew Chief – Street Maintenance
- Crew Chief—Park Maintenance
- Customer Service Associate
- Customer Service Representative
- Communications Coordinator
- Deputy City Clerk
- Digital Communications Specialist
- Engineering Technician
- Environmental Health Official

Environmental Planner
 Neighborhood Preservation Specialist
 Facility Technician
 Heavy Equipment Mechanic
 Licensing Specialist
 Maintenance Worker
 Office Specialist
 Planner
 Police Records Specialist
 Property Evidence Technician
 Recreational Program Coordinator
 Senior Engineering Technician
 Senior Service Center Representative
 Vehicle Equipment Maintenance Technician

- 2.2 In the event the Employer and the Union are unable to agree upon the inclusion or exclusion of a new or modified job classification, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 All temporary employees who work for less than six (6) months out of any twelve (12) consecutive month period are excluded from this contract.

ARTICLE 3: DEFINITIONS

- 3.1 UNION - Local 2725, Council 5 American Federation of State, County, and Municipal Employees.
- 3.2 EMPLOYER - The City of Maplewood.
- 3.3 UNION MEMBER - A member of Local 2725, Council 5 of the American Federation of State, County, and Municipal Employees employed by the City of Maplewood as set forth in Article 2 of this AGREEMENT.
- 3.4 EMPLOYEE - A member of the exclusively recognized bargaining unit as set forth in Article 2 of this AGREEMENT.
- 3.5 REGULAR PAY RATE - The employee's normal hourly pay rate.
- 3.6 SENIORITY - Employee's length of continuous service with the EMPLOYER.
- 3.7 SEVERANCE PAY - Payment made to an employee upon termination of employment as provided in Article 21.
- 3.8 CALL BACK - Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of, or early report to, an assigned shift is not a call back.
- 3.9 STRIKE - Concerted action in failing to report for duty the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full,

faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

- 3.10 GRIEVANCE - A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 3.11 FMLA - The Family Medical Leave Act - See Article 20.5
- 3.12 EXEMPT - Not covered by the federal and state Fair Labor Standards Acts overtime requirements.
- 3.13 NON-EXEMPT - Covered by the federal and state Fair Labor Standards Acts overtime requirements.

ARTICLE 4: UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 4.1 Fair Share Fees - Deduct fair share fees in accordance with Minnesota Statutes, Section 179A.06, Subd. 3.
- 4.2 Union Dues - Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing such deduction. Remit such deduction with an itemized statement to the appropriate designated officer of the UNION within ten days following said deduction.
- 4.3 Bulletin Board - The EMPLOYER agrees to provide and maintain one bulletin board for display of UNION notices and bulletins at each of the following facilities/areas:

1. City Hall	3- Police Department
2. Park Maintenance Building	4. 1902 Building
	6.
- 4.4 Union Stewards - The UNION may designate employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice. The EMPLOYER agrees to afford reasonable time off to those elected officials or appointed representatives of the exclusive representative for the purpose of conducting the duties of the UNION and agrees to provide for reasonable leaves of absence, without pay, to elected or appointed officials of the UNION as provided by State Statute.
- 4.5 Hold Harmless - The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 4.6 Seniority List - The EMPLOYER will normally notify the UNION of the names and job titles of new hires within two weeks of start date. On a quarterly basis, the EMPLOYER will notify the UNION of terminations from the unit.

ARTICLE 5: EMPLOYER SECURITY

- 5.1 No Strike - The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down, other interruption of, or interference with the normal functions of the EMPLOYER.
- 5.2 Termination of Strikers - Employees who engage in an unlawful strike may have their appointment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 5.3 Unexcused Absence During Strike - Employees who are absent from any portion of their work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from the EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 5.4 Reemployment of Strikers - Employees who knowingly and unlawfully strike and whose employment has been terminated for such action may, subsequent to such violation, be appointed or re-appointed or employed or re-employed, but the employees shall be on probation for two (2) years with respect to tenure of employment, or contract of employment, as they may have theretofore been entitled.
- 5.5 No Strike Pay - Employees shall not be entitled to any daily pay, wages, or per diem for the day(s) in which they engaged in a strike.

ARTICLE 6: EMPLOYER AUTHORITY

- 6.1 The Employer retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend policies, procedures and budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this agreement.
- 6.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 6.3 Subcontracting - Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting out work performed by employees covered by this Agreement or likewise shall prohibit or restrict any other right as set forth in 6.1 herein. Except when the Employer has determined there is an emergency or other urgent matter, the Employer will notify the Union at least thirty (30) days prior to subcontracting out work usually performed by employees represented by this bargaining unit, if such subcontracting may require a reduction in the bargaining unit work force. No regular full-time employee in this bargaining unit will be laid off solely as a result of the Employer

subcontracting out work required by the Employer, to be performed by regular full-time members of this bargaining unit pursuant to this agreement.

ARTICLE 7: WORK SCHEDULES

- 7.1 Normal Workday/Workweek - The sole authority in work schedules is the EMPLOYER. The normal workday for an employee shall be eight (8) hours. Normal office hours are 8:00 a.m. to 5:00 p.m.; however, mutually convenient flexible schedules can be arranged within departments. The normal workweek shall be forty (40) hours Monday through Friday.
- 7.2 Regular Shifts - Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal work day or work week. The EMPLOYER will give advance notice to the employees affected by the establishment of workdays different from the employee's normal eight (8) hour workday.
- 7.3 Unusual Work Circumstances - In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, all employees have an obligation to work overtime or call backs if requested unless unusual circumstances prevent them from so working. When employees are so notified to report at a time other than their normal scheduled reporting time due to such unusual circumstances, they shall be paid for a total thirty (30) minute arrival time.
- 7.4 Saturday/Sunday Workweeks - Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays.
- 7.5 Permanent Schedule Changes - Any permanent changes in the work schedule should be preceded with at least a two (2) week notice to the affected employees.
- 7.6 Out-of-Class Assignment - Any employee working an out-of-class assignment for four (4) hours or more shall be paid at the higher job classification at the starting rate, but in no case shall the employee receive less than \$1.00 per hour additional. For the purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform the significant duties and responsibilities of a position different from the employee's regular position, and which is in a higher classification within the bargaining unit. Also for purposes of this Article, employees will be paid at the higher rate only for the hours worked at the higher rate.
- 7.7 Upon agreement between an employee, union representative, and the department head, the City may allow employees to perform work normally associated with another position for a limited period of time (not to exceed 120 hours in a year) for purposes of furthering the employee's development or providing variety to the job. This should be temporary in nature and must be approved in advance by both the department head and Human Resource Department. If both the employee and department head agree that this is for the employee's benefit and is not detrimental to the City, the "out-of-class" language and

pay requirements of the contract will not apply.

- 7.8 Flexible Scheduling - Non-exempt employees, who normally work eight (8) hour shifts, will be paid one and one-half (1-1/2) times the employee's regular pay rate for all hours worked in excess of eight (8) hours, when required to work more than eight (8) hours.

Changes of shift do not qualify an employee for overtime under this article. Non-exempt employees who normally work shifts of longer than eight (8) hours will be paid one and one half (1-1/2) times the employee's regular pay rate for all hours in excess of the normal shift length. Exempt employees who work over 40 hours per workweek will be paid straight time for all hours worked.

Schedule changes made by the supervisor shall be posted for fourteen (14) days prior to the effective date.

At the employee's request, employees may work a shorter shift than that normally required and may make up the time on another shift, upon approval of their supervisor. When employees avail themselves of this approved flexible scheduling, they will not be eligible for overtime for the longer shift. Under no circumstances will an employee be allowed to work more than forty (40) hours in a given week due to selecting this option, if they would not have been eligible to do so prior to selecting it.

Anytime an employee (who is on vacation and sick leave) is ill or injured and misses a shift of other than eight (8) hours, they will be required to use sick leave equal to the hours for which they were scheduled. (If the shift was ten (10) hours, and they miss the entire shift, they will be required to use ten (10) hours of sick leave.) If on annual leave, the employee will use annual leave in accordance with the annual leave policy.

- 7.9 Premium Pay – Non-exempt employees who are required to come in before their normal work day start time for EMPLOYER shall be paid one and one half (1½) times their regular rate for their time before the start of their regularly scheduled shift. For snow plowing events, if its determined that an employee be relieved of duty during their normally regularly scheduled shift and returns later to complete the remainder of the shift, those hours worked at the return of the shift shall be paid at one and one-half (1-1/2) times the employees regular pay rate.

ARTICLE 8: CALL BACK

Non-exempt employees called in for work by the EMPLOYER at a time other than their normal scheduled shift will be compensated for a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's regular pay rate.

Exempt employees will receive a minimum of two hours pay at straight time. If the call-in or call-back is an extension to the regular shift, then the minimum hours provision of this clause will not apply.

ARTICLE 9: STAND BY

- 9.1 A non-exempt employee shall receive a minimum pay equal to three (3) hours of overtime for each Saturday, Sunday or holiday said employee is required by the

EMPLOYER to be immediately available for work. Exempt employees are not eligible for standby pay.

Non-exempt employees who are placed on call will be paid two (2) hours (~~at straight time~~ ~~at overtime rate~~) for each weekday they are required by the EMPLOYER to be immediately available for work. (A weekday is Monday through Friday, excluding holidays.) The rate of pay to be used for calculations of straight time or overtime for employees in the Maintenance Worker title (in this situation) will be Step 8 of the Maintenance Worker salary range. Any employee whose normal hourly wage is higher than Step 8 of the Maintenance Worker salary range will receive payment for any unused comp time at year-end at the rate of Step 8 of Maintenance Worker for the entire balance.

Immediately available for work means to be able to respond to a callback within 30 minutes. Employees who will not be able to respond within that timeframe will not be eligible for callback pay.

- 9.2 The Facility Technician assigned to the Community Center will receive one hour of overtime each week provided that he/she wears a pager and responds to Community Center maintenance calls after hours and on days off. The employee will be eligible for callback pay when required to come in to work as provided in Article 8 but will not be eligible for callback pay for phone calls.

ARTICLE 10: MEAL AND REST PERIODS

An employee may take either one-half (1/2) hour or one (1) hour meal period (without pay) and two (2) fifteen (15) minute rest periods (with pay) during a normal work day at times determined by the EMPLOYER. An employee who works beyond the normal workday shall be granted a one-half (1/2) hour unpaid break after five (5) consecutive hours of work. Rest periods shall be taken at the site of working operations at the time of said periods, unless otherwise determined by the EMPLOYER. The length of the meal period will vary depending on department and job title. The normal meal period for clerical and technical employees is one hour. The normal meal period for public works and park maintenance employees is thirty (30) minutes. Exceptions can be made with approval of the immediate supervisor.

ARTICLE 11: OVERTIME

- 11.1 Daily/Weekly Overtime - For non-exempt employees, hours worked in excess of eight (8) hours within an assigned work day or more than forty (40) hours within an assigned work week will be compensated at one and one-half (1-1/2) times the employee's regular pay rate, unless the shift length is greater than eight (8) hours. In that case, overtime eligibility begins after the regular shift is exceeded. (See Article 7--Work Schedules.)
- 11.2 Holidays Worked - Hours worked by non-exempt employees on holidays, except Thanksgiving, Christmas, and New Years, will be compensated for at one and one-half (1-1/2) times the employee's regular pay rate in addition to the compensation provided in the wage schedule. Hours worked by non-exempt employees on the holidays of Thanksgiving, Christmas, and New Years will be compensated for at two (2) times the employee's regular pay rate in addition to the compensation provided in the wage schedule. Holidays worked by exempt employees will be paid at straight time.

- 11.3 Equal Distribution - Overtime will be distributed as equally as practicable.
- 11.4 Overtime Refused - Overtime refused by employees will, for record purposes under Section 11.3, be considered as unpaid overtime worked.
- 11.5 No Duplication of Overtime - For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.6 Computing Overtime - All paid leave time shall be considered time worked for the purpose of computing overtime.
- 11.7 The City will allow employees the option of accruing compensatory time in lieu of overtime pay under the following conditions:
 - Compensatory time will not be allowed where the overtime could have been anticipated in advance and have simply been a schedule change with two weeks' notice;
 - Compensatory time is not an option for positions that have to be back-filled with another employee to keep reasonable staffing levels; and
 - Any compensatory time accrued will be capped at eighty (80) hours per year and will be cashed out at the end of the year, if not used, prior to any annual adjustment.
 - Overtime worked in excess of the eighty- (80) hour cap will be paid during the same pay period it is earned.

ARTICLE 12: PROBATIONARY PERIODS

- 12.1 Probationary Period - New Employees - All newly hired or rehired employees will serve a ~~nine (9) month~~ twelve (12) month probationary period. This probationary period may be extended at the discretion of the Employer for no more than ninety (90) days. The employee shall be notified of any extensions and the reasons for the extension prior to the end of the initial probationary period. At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 12.2 Employees who previously worked for the Employer and left employment but have not been away from employment with the City of Maplewood more than one (1) year will serve a ninety (90) day probation period. This provision is only available to employees who have already worked in the same job classification for which they are being rehired at least one (1) year and who have successfully completed a probation period in the same job classification.
- 12.3 Probationary Period - New Classification - Effective May 5, 1999, all employees promoted or transferred will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period. After the first three (3) months of this probationary period the newly transferred or promoted employee shall receive a written performance evaluation from their supervisor with written input from the employee. At any time during the probationary period a promoted or transferred employee may be demoted or transferred to the employee's previous

position at the sole discretion of the EMPLOYER.

ARTICLE 13: SENIORITY

- 13.1 Determining Criterion - Seniority will be the determining criterion for transfers, newly created positions and promotions only when all other qualification factors are equal.
- 13.2 Layoff - In the event it becomes necessary to lay off employees for any reason, employees within a given job classification shall be laid off in inverse order of their seniority in the following order:
- a. Probationary part-time employees
 - b. Probationary full-time employees
 - c. Regular (part-time and full-time) employees
- 13.3 Bumping - ~~In the event of layoffs, employees may exercise their seniority rights to a job class of equal or lower pay of the least senior employee within the bargaining unit. To bump, the employee must meet the knowledge, skills, abilities and minimum qualifications, and pass normal required tests.~~ In the event of layoffs, employees may exercise bumping rights as follows: the position to be eliminated shall bump the last senior employee in the same class and the same shift only. In all cases of bumping, the employee exercising bumping rights must have greater seniority in the class into which the employee is bumping than the employee who is to be bumped. Any employee who demotes as part of the layoff procedure shall retain their current rate of pay or the top of the pay range of the class to which they demote, whichever is less.
- 13.4 Recall - Employees shall be recalled from layoff according to seniority. No new employee shall be hired for a job classification for which a layoff has occurred until all employees on layoff status within that job classification have been given ample opportunity to return to work within eighteen (18) months of said layoff. The City will notify employees on layoff to return to work by registered mail at that employee's last recorded address. The employee must return to work within three (3) weeks of receipt of this notice in order to be eligible for re-employment.
- 13.5 Promotion Outside Bargaining Unit - Employees promoted outside the bargaining unit shall maintain their seniority in the unit for thirty (30) days.
- 13.6 Seniority Grievance - Disagreements between the EMPLOYER and employee relative to the use of seniority in promotions, transfers, and newly created positions is a proper subject for the grievance procedure outlined in Article 16 of this AGREEMENT.
- 13.7 Continuous Service - For purposes of seniority, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement.
- 13.8 Voluntary Transfer - If employees voluntarily transfer within the bargaining unit, they will go to the bottom of the department seniority list, except that the bargaining unit seniority will take effect in case of layoff.

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ARTICLE 14: JOB POSTING

- 14.1 Promotion From Within - The EMPLOYER and the UNION agree that permanent job vacancies or newly created job classifications within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- a. have the necessary qualifications to meet the standards of the job vacancy; and
 - b. have the ability to perform the duties and responsibilities the job vacancy.
- 14.2 Promotional Probation - Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 12--Probationary Periods.
- 14.3 Selection Decision - The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.
- It is the intent of the parties, the Employer and the Union, to attract the most qualified candidates for city service. Should the Employer look to fill any vacancies in the classes of "Maintenance Worker" or "Maintenance Trainee," the Employer will make every reasonable effort to fill said vacancies at the "Maintenance Worker" class. However, the city is not precluded from hiring a Maintenance Trainee when warranted by market conditions, budgetary limitations, or other economic factors.
- 14.4 Job Posting - Job vacancies within the designated bargaining unit will be posted for ten (10) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 15: DISCIPLINE

The EMPLOYER will discipline employees only for just cause.

ARTICLE 16: GRIEVANCE PROCEDURE/ARBITRATION

- 16.1 Processing of a Grievance - It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYER duties and responsibilities. The aggrieved EMPLOYEE and the UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER. The designated supervisor shall schedule an approved absence within five (5) workdays after the request for absence.
- 16.2 Procedure - Any grievance or dispute between the parties relative to the application, meaning or interpretation of this AGREEMENT shall be settled in the following manner:

Step 1. The UNION steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within twenty-one (21) calendar days after such alleged violation has occurred. The supervisor shall attempt to adjust the matter and shall respond to the steward within seven (7) calendar days.

Step 2. If the grievance has not been settled in accordance with Step 1, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, by the UNION steward or their designate to the proper department head within seven (7) calendar days after the supervisor's response is due. The department head or their designate will respond to the UNION steward in writing within seven (7) calendar days.

Step 3. If the grievance has not been settled in accordance with Step 2, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested by the UNION steward or their designate and UNION business representative to the City Manager within seven (7) calendar days after the department head's response is due. The City Manager or their designate will respond to the UNION steward in writing within seven (7) calendar days.

Step 4. If the grievance is still unsettled in accordance with Step 3, the UNION may, within fourteen (14) calendar days after the City Manager's reply is due, give notice of its intention to submit the issue to arbitration by giving written notice, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated and the remedy requested, to the other party. The arbitration proceeding shall be conducted by an arbitrator to be selected by the EMPLOYER and the UNION within seven (7) calendar days after the UNION requests such action. If the parties fail to select an arbitrator, the State Bureau of Mediation Services will be requested by either or both parties to provide a panel of five arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from the panel. The UNION shall strike the first name, the other party shall strike one (1) name, the process will be repeated, and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. Expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensation of its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and to the arbitrator.

- 16.3 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER

and the UNION without prejudice to either party.

16.4 Arbitrator's Authority -

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not submitted.
- b. The arbitrator shall be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way, the application of laws.

ARTICLE 17: VACATION / ANNUAL LEAVE

- 17.1** Vacation Schedule – Employees who work full-time and were hired prior to May 5, 2001 shall earn monthly paid vacation leave as per the following schedule:

1 - 4 years of service -- 10 working days per year
 5 - 11 years of service -- 15 working days per year
 12 - 20 years of service -- 20 working days per year
 After 20 years of service and thereafter -- 25 working days per year

Part-time employees hired before May 5, 2001 who regularly work (and are on payroll at) 20 or more hours per week shall accrue vacation on a prorated basis. Employees hired prior to January 1, 2003 at 15 –19 hours per week will be grandfathered in for eligibility to pro-rated vacation or annual leave.

- 17.2** Maximum Vacation Accumulation - Employees will be allowed to carry over a maximum of one and one-half (1-1/2) times his/her annual accrual rate into each successive year. (Part-time employee carryover is pro-rated based on hours worked.)
- 17.3** The EMPLOYER and UNION agree to incorporate the Annual Leave Program as adopted by the City Council on February 12, 2001 and revised on September 23, 2002. (See addendum)
- 17.4** Provisions 17.1 through 17.3 do not apply to employees who select the annual leave program.

ARTICLE 18: HOLIDAYS

- 18.1** Holidays Observed - Full-time employees shall be compensated for a full eight (8) hour day if employed at the time of any of the following holidays (prorated for part-time employees who work (and are on payroll) at twenty (20) or more hours per week):

DATE	HOLIDAY
January 1	New Years Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day

Last Monday in May	Memorial Day
<u>June 19</u>	<u>Juneteenth</u>
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas Day

When a holiday falls on a Saturday or Sunday, the City shall designate the preceding Friday or following Monday as the "observed" holiday for City operations/facilities that are closed on holidays. Overtime for working on a holiday, as provided above, shall be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

- 18.2 Personal Holidays - Full-time employees shall also receive twenty (20) hours of personal holidays per year (prorated for part-time employees who are on payroll at twenty (20) or more hours per week. The date of such personal holiday shall be approved by the EMPLOYER.
- 18.3 Employees hired prior to January 1, 2003 into positions that are 15-19 hours per week who remain continuously in such positions will be eligible for pro-rated holiday benefits in the same manner as they had been before that date.

ARTICLE 19: SICK LEAVE

- 19.1 Use of Sick Leave - Full-time employees hired prior to May 5, 2001, shall accumulate sick leave at a rate of one and one-quarter (1-1/4) days per month (prorated for part-time employees who regularly work, and are on payroll at, 20 or more hours per week. Employees who work less than twenty (20) hours per week who are on the vacation and sick leave programs as of 12-31-02 will remain eligible for pro-rated sick leave as long as they remain continuously at fifteen (15) or more hours per week. Employees who are on annual leave do not accrue sick leave.

Sick leave may be approved only for days when an employee would otherwise have been at their employment. It may be used, with the approval of the supervisor, in any of the following cases:

- when the employee cannot work because of the illness, injury, or disability of themselves, their children, spouse, parents, stepchildren or stepparents;
- for medical, dental, chiropractic or optical exams or treatment of the employee or the employee's children (appointments should be scheduled to minimize the disruption of the work day);
- when the employee's presence would jeopardize the health of other employees by exposing them to contagious disease.

Employees shall notify the EMPLOYER at or before their normally scheduled starting time of any illness for which they wish to take sick leave. The employee must submit

satisfactory proof of illness or injury by way of a doctor's certificate, if requested by the EMPLOYER.

Those employees who misuse sick leave shall be subject to disciplinary action. Any action taken by the EMPLOYER under this Article shall be subject to the grievance procedure. Inappropriate patterned use of unscheduled sick leave is not the purpose of sick leave. Examples of patterned use include but are not limited to repeated one (1) and two (2) day absences associated with scheduled days off. Such patterns may be subject to discipline.

- 19.2 Sick Leave Conversion - Full-time and part-time employees hired after May 19, 1978 but before May 5, 2001 are provided, at said employee's discretion, the following sick leave conversion program in lieu of severance pay provided in Article 21. Said sick leave conversion program shall provide for the conversion of forty percent (40%) of the employee's annual earned and unused sick leave to vacation or deferred compensation after an employee has accumulated forty-five (45) days or more of sick leave as provided above. The conversion shall be made annually on January 1 at the employee's request. Conversion shall be based only on sick leave days earned and unused during the previous twelve (12) months. One-half (1/2) of the remaining annual earned and unused sick leave shall be retained as accumulated sick leave and one-half (1/2) shall be forfeited by the employee to the City at the time of conversion. The amount of sick leave earned and unused in the prior year that is eligible for conversion shall be prorated for part-time employees.
- 19.3 Conversion After Eight-Hundred (800) Hours - On December 31 of each year a full-time employee with eight-hundred (800) hours or more of accumulated sick leave shall be eligible to convert sick leave accumulated in the previous twelve (12) months to vacation or deferred compensation at the employee's current pay rate on the basis of two (2) hours of sick leave for one (1) hour of vacation or deferred compensation. Such conversion shall not exceed a total of forty-eight (48) hours of vacation and deferred compensation. The amount of sick leave earned and unused in the prior year which is eligible for conversion shall be pro-rated for part-time employees.
- 19.4 Article 19 does not apply to employees on annual leave except as provided in the Annual Leave Program (Current Sick Leave Balances—Deferred Sick Leave, and Severance Pay Sections).

ARTICLE 20: LEAVES OF ABSENCE

The EMPLOYER agrees to provide to full-time employees the following leaves of absence with reasonable written notice from the employee:

- 20.1 Military Leave - Military leave, with pay, for reserve training, not to exceed fifteen (15) working days per year, when ordered by the appropriate authorities.
- 20.2 Jury Duty Leave - Jury duty leave when ordered by the appropriate authorities. The EMPLOYER agrees to pay the difference between the employee's regular salary and jury duty pay if the jury duty pay is less than the employee's regular salary. If the jury is dismissed more than two (2) hours prior to the end of the employee's regular scheduled shift, the employee shall report to work. Employees who are scheduled to work evening

or night shift will be changed to day shift for the period of time they are required to serve on jury duty. Employees must notify the City as soon as possible after receiving notification of their order to serve.

- 20.3 Educational Leave - Educational leaves with pay for work-related conferences and seminars which occur during regular working hours when attendance is approved by the EMPLOYER. The EMPLOYER further agrees to pay reasonable costs related to the above.
- 20.4 Funeral/Bereavement Leave - A maximum of three (3) days of funeral/bereavement leave with pay shall be extended to employees upon the death of a member of the immediate family of the employee or their spouse (i.e., spouse, children, grandchildren, parents, grandparents, brothers or sisters, sons-in-law or daughters-in-law). The maximum eligibility for funeral leave remains at 24 hours, regardless of shift length. This leave is pro-rated for part-time employees.
- 20.5 Parenting Leave -
- A. Employees who work twenty (20) or more hours per week and have been employed more than one (1) year are entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed twelve (12) weeks, and must begin not more than six (6) weeks after the birth or adoption of the child.
 - B. Employees are not required to use sick leave during parental leave but may use sick leave at their option for any period of this leave they are unable to work due to medical reasons. In addition, sick leave of up to three (3) days for a normal delivery and four (4) days for a caesarean delivery may be requested by employees in order to take the expectant mother to the hospital for delivery and during the days immediately following the birth including bringing the mother and child home. Employees on annual leave will use annual leave in lieu of sick leave unless they are eligible for deferred sick leave.
 - C. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the leave.
 - D. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. Both leaves will run concurrently until eligibility for either leave expires.
 - E. Seniority will continue to accrue during the twelve (12) week parental leave for eligible employees. Employees who have not completed their probationary period, and are therefore not covered under the law, may receive up to a maximum of two (2) weeks unpaid leave that is not adjusted for seniority with authorization of the employee's supervisor and City Manager.
 - F. Employees shall be eligible for FMLA in accordance with Federal Law.

ARTICLE 21 (RESERVED)

ARTICLE 22: INJURY ON DUTY

Employees injured in or contracting illness from actual service and thereby rendered incapable of performing their duty shall receive no more than their regular take-home pay during the period of incapacity without loss of sick leave for a period not exceeding ninety (90) working days per injury subject to the following conditions:

- a) In order to receive the benefits of this section for a period exceeding seven (7) days said injury or illness must be determined to be eligible under worker's compensation.
- b) In order to be eligible for the benefits of this section for a period of seven (7) days or less, the Employer must determine that the injury is "on-the-job" in nature.
- c) In order to be eligible for the benefits of this section, a written report of such injury must be made within twenty-four (24) hours of said injury to the Employer.
- d) If an Employee takes advantage of this section, all salary related benefit income (such as worker's compensation, disability benefits, etc.) must be turned over to the Employer.
- e) Benefits of this section shall assure the Employee of their regular pay only and shall not include allowances for overtime or other pay.
- f) The recipient of the benefits of this section must submit proof that reasonable efforts have been made to secure all salary related injury benefits available.
- g) The Employer may require a reasonable number of physical examinations by the City's Physician at reasonable times at City expense.
- h) The City's Physician shall determine when the Employee is able to return to work.
- i) This section does not apply in the case of death of an Employee, on duty or otherwise.
- j) The base pay of an Employee will continue until the "on-the-job" status of an injury has been determined, if said injury appears to be "on-the-job." However, if it is found that the injury is not job related, the time off will be credited to sick leave, vacation time, compensatory time off or, if none of these are adequate, deducted from future pay of the Employee.
 - a. In the event vacation time is used, upon the return to work of the Employee, fifty percent (50%) of future sick leave accrual may be transferred to vacation time, until such time as the accrued vacation time reaches the level it was before time off was credited to vacation time.
- k) Time available under this section shall not be considered as sick leave and shall not be included in accrued sick leave at the time of termination of employment.
- l) This section shall not be applicable if such job related injury is due to intentional negligence on the part of the Employee so injured.

ARTICLE 23: INSURANCE

2019 Health Care Costs/ Contributions

- 23.1 For all full-time employees hired prior to January 1st, 2013, the employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for either the Medica Elect/ or Medica Choice plans. The Employer shall contribute towards the cost for insurance as follows:
- a. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 - i. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
 - b. \$1,900 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage in either the Medica Elect/ Plan or Medica Choice plan.
 - c. \$3,200 annually into a HRA for those employees who elect family coverage in either the Medica Elect/ Plan or Medica Choice Plan.
 - d. The City shall make such deposits for single or family HRA contributions by way of pro-rata contributions every two weeks to each employee's Health Reimbursement Account. The City will also provide a funding option which shall be available to any employee who requires earlier funding of the City's contribution due to medical event(s). In such case, the Employee shall make a request for funding to the Human Resources Coordinator and shall provide documentation supporting such request. The City shall also make a resource person available on a regular basis to the Employees to assist them with paperwork and billing issues related to the HDHP.
 - e. As an incentive to participate in the Wellness Program, the City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave or 12 hours of vacation pay (for those employees still on the vacation sick plan) in lieu of receiving the contribution into the Employee's HRA.
- 23.2 For all employees hired on or after January 1, 2013, the following shall apply
- a. The employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for the Medica Elect/ plan. For any employee who chooses to participate in any other plan offered by the City, if any, the City will contribute an amount equal to the actual dollar amounts paid for single HDHP coverage towards the monthly premiums for other such plans for single coverage, and an amount equal to the actual dollar amounts paid for family HDHP coverage for families toward the monthly premiums for such plans for family coverage and the employee shall be responsible to pay any difference over and above such

contributions. The Employer shall contribute towards the cost for insurance as follows:

- i. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 - 1. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
- ii. \$1,700 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage. For newly hired employees who have successfully completed one year of employment, the contribution shall be \$1800.00.
- iii. \$2,700 annually into a HRA for those employees who elect family coverage. For newly hired employees who have successfully completed one year of employment, the contribution for family coverage shall be \$2800.00.
- b. The City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave in lieu of receiving the contribution into the Employee's HRA.

- 23.4** Life Insurance - The EMPLOYER shall provide a life insurance policy with a benefit value of thirty-five thousand dollars (\$35,000) for all full-time employees.
- 23.5** Long-Term Disability Insurance - The Employer will provide Long-Term Disability Insurance with the cost of such being fully paid by the EMPLOYER for full-time employees and regular part-time employees who work (and are on payroll) at 20 or more hours per week. Such Long-Term Disability Insurance shall be coordinated with other benefits provided in this contract. Employees are not eligible for vacation, sick leave and annual leave accrual while receiving Long-Term Disability payments except for hours on payroll using accrued leave. Employees who were hired into positions at 15-19 hours per week before 1-1-03 and remain continuously at 15 or more hours per week will be eligible for this benefit on a pro-rated basis as they were prior to 1-1-03.
- 23.6** Short-Term Disability Insurance – The EMPLOYER agrees to provide optional short-term disability insurance coverage for all regular employees who work 20 or more hours per week. Employees may elect this optional coverage at the Employee's cost.
- 23.7** If and when AFSCME is ready to negotiate a Retiree Health Savings Plan, the City will schedule a meeting to begin the process.
- 23.8** Employees will be eligible to elect coverage in the City's optional Long-term care benefit at the employees cost, if they meet the criteria established in the plan.

ARTICLE 24: UNIFORMS

Employees in Building, Street, Park, Utility and Vehicle Maintenance shall be provided with uniforms maintained by the EMPLOYER. The EMPLOYER will provide uniforms for CSO and CSO/Paramedic positions. Lifeguard staff will be provided with three (3) sets of t-shirts and shorts annually. Engineering Techs and Building Inspectors who regularly work in the field shall be reimbursed up to one hundred fifty dollars (\$150.00) towards the cost of appropriate outerwear upon production of proper documentation of such expenses. All other regular part-time Park and Recreation employees will be provided with three (3) shirts on an annual basis. One (1) set of appropriate outerwear will be provided for Park, Utility, and Street Maintenance Workers, the Mechanics, Engineer Technicians, Building Inspectors, Code Enforcement Officers, and the Environmental Health Officer. This outerwear is not to be used outside of City work and will normally be kept on City premises. No additional outerwear will be provided unless the outerwear was obviously ruined at work.

The EMPLOYER agrees to pay up to \$300 toward the replacement and maintenance of safety-toed boots annually for those employees required by the EMPLOYER to wear them.

ARTICLE 25: TRAVEL AND MEAL ALLOWANCE

25.1 Mileage - The EMPLOYER agrees to pay the City-approved rate (which is tied to the IRS-approved rate) to employees as requested by the EMPLOYER to use their private vehicle for official City business. An additional five dollars (\$5) per day shall be paid for required use of an employee's car on a public works construction project. If a City fleet vehicle is available, it shall be offered to the employee, but if one is not available, then Employees shall not reasonably decline to use their vehicles on and/or to construction sites when requested.

25.2 Meals -

- A. If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the City will not reimburse employees for meals connected with training held within Maplewood City limits, unless meals are provided as part of the training. Reimbursement for travel expenses will be allowed at coach rates for air travel.
- B. For in state training approved by the City Manager, the Employer will pay for the conference fees, transportation costs and reasonable costs for meals and lodging for full-time employees.
- C. Expenses for meals, including sales tax and gratuity, will be reimbursed according to the following limits and procedures. No reimbursement will be made for alcoholic beverages. Per diem meal and incidental expenses as set forth in the annual General Services Administration Meals and Incidentals Expenses Table located on the internet at www.gsa.gov/mie will be allowed without receipts being required.

Seventy five percent of the per diem is allowed for travel days as set forth in that table. If less than three meals are purchased, deductions to the per diem or the meal allowance maximum will be made in the amounts as set forth in that table.

Also, if a meal is provided as part of the training, seminar, conference or other event being attended, an appropriate deduction shall also be made for that meal. Full reimbursements, over the maximums specified, will be authorized for all employees if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

ARTICLE 26: PERSONNEL FILES

A copy of any material to be placed in an employee's personnel file during the term of this AGREEMENT shall be provided to said employee. All disciplinary action material more than three (3) years old will not be used in further disciplinary actions. The EMPLOYER will remove past discipline from the employee's personnel file if there has been no further discipline within the past five (5) years.

ARTICLE 27: NONDISCRIMINATION

The provisions of this Agreement shall be applied to all Employees in the Bargaining Group without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, national origin or political affiliation.

The Bargaining Group and the Employer agree to meet and confer to discuss accommodations for "qualified" disabled Employees as the need arises, consistent with the intent of the Americans with Disabilities' Act.

ARTICLE 28: LEGAL DEFENSE

- 28.1 No Legal Defense - Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision outside the scope of their employment may not receive legal defense by the City.
- 28.2 Reimbursement for Legal Defense - Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of their employment, when such act is performed in good faith and under direct order of their supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 29: REQUIRED LICENSES

The City agrees to reimburse employees for job related required licenses or certifications and renewal of same, except driver licenses.

ARTICLE 30: SAFETY

- 30.1 Joint Safety – The Employer and the Bargaining Group agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage Employees to work in a safe manner.
- 30.2 Safety Committee – The Bargaining Group shall designate an employee and at least one alternate to serve on the City Labor Management Safety Committee.

ARTICLE 31: LEADPERSON

Lead persons shall receive a pay differential according to the Wage Schedule in Appendix C for that period of time that they are assigned the duties of any crew chief position or that of building Maintenance Supervisor by the appropriate department head or designated supervisor.

ARTICLE 32: TOOLS

Those employees classified as mechanics (Mechanic Crew Chief, Heavy Equipment Mechanic and VEM Technician) shall be paid an annual tool allowance of up to \$600 effective 1-1-2021 and thereafter on the condition that employees provide receipts and they are reimbursed based on the receipts. Said mechanics agree to provide, at no expense to the City, all basic tools (including metric) necessary for the performance of their jobs, excluding special tools. The City will provide all special tools required to perform the duties of the job. The annual tool allowance will be pro-rated in the first and last year of employment based on percentage of the year worked. In addition, the supervisor must approve all tool reimbursements allowed by this provision in an employee's last year of service with the City.

ARTICLE 33: EDUCATION

When funds are available as determined by the Department head, the EMPLOYER agrees to pay fifty percent (50%) of the cost of tuition, books and unique software required specifically for the class (as opposed to general software such as "Microsoft Word®"), upon successful completion with a "C" grade or better, seventy-five (75%) reimbursement upon completion with a "B" grade or better and eighty five percent (85%) reimbursement upon completion with an A grade, during the term of this AGREEMENT, on accredited course work at the vocational, undergraduate, or graduate college level which is determined by the EMPLOYER to be job related. All course work covered by this Article shall be during non-working hours. Part-Time Employees are eligible for this benefit on a prorated basis. The maximum reimbursement will be based on the per credit cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the City on a pro-rata basis if they voluntarily leave employment or are terminated for cause within thirty six (36) months of reimbursement.

ARTICLE 34: RESERVED**ARTICLE 35: WAGE SCHEDULE****35.1 Wage Adjustment:**

Employees shall receive the following Wage Adjustment effective January 1, 2022

- A 3% increase in base pay
- ~~A one-time, non-base lump-sum payment on July 1, 2021 equal to the greater of 2% of base pay on July 1, 2021; or \$2,000.00.~~

If the Employer agrees to any better general wage adjustment increases for any other bargaining groups in 2017-2018, then the City shall apply those same increases to this

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Agreement as well.

- 35.2 New Salary Ranges – New salary ranges are adopted with the 2001-2002 contract. Employees who had previously been at longevity steps that pay more than the new ranges will be able to retain their pay rates and will be eligible for cost-of-living increases.

The new salary ranges have eight (8) steps. Movement within the range is based on a combination of time in position and performance. Employees will be eligible for step movement once per year on their anniversary date until they reach Step 8. If an employee received a performance rating that is below satisfactory (below good) on any of the major performance dimensions, their step movement will be delayed until such time as they have received two consecutive fully satisfactory performance reviews. Once a delayed increase is provided, the new eligibility date for pay increases for that employee will change to the date the delayed increase went into effect.

Employees will normally be hired at Step 1 of the range. Exceptions can be approved by the City Manager. Employees who are promoted will move to a step which gives them an increase over their pre-promoted pay rate.

In addition to the hourly rates provided in the Contract, \$120 per month will be paid in deferred compensation to each full-time employee, beginning 01/01/13.

Those with 10 years of service will receive an additional \$5/month (to \$125)

Those with 15 years of service will receive an additional \$10 (to \$130)

Those with 20 years of service will receive an additional \$15 (to \$135)

Those with 25 years of service will receive an additional \$20 (to \$140)

Deferred Compensation is pro-rated for part-time employees who work 20 hours per week or more (and for those who work 15-19 hours/week who were grand-fathered in on 1-1-03). Those who work less than 20 hours per week and who were hired 1-1-03 or after are not eligible for city-paid deferred compensation.

All deferred comp payments set forth above shall only be paid if the Employee matches the contribution from the City. If the Employees' contribute a lesser amount than set forth above, the Employer will match the lesser amount.

- 35.3 City shall provide a fully paid single annual membership to the Maplewood Community Center (MCC) and for those employees who request it, the City shall pay 50% and the employee shall pay 50% towards an annual family membership at the MCC.

ARTICLE 36: WAIVER

- 36.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this agreement, are hereby superseded.
- 36.2 The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in

writing in this agreement for the stipulated duration of this agreement.

36.3 The Employer and the Collective Bargaining Group agree that the parties have now had the opportunity to fully negotiate the terms and conditions of employment as provided for pursuant to the Minnesota Public Employment Labor Relations Act. Thus, each voluntarily and unqualifiedly waives the right to meet and negotiate further during the term of this Agreement regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 37: SAVINGS CLAUSE

This agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this agreement shall be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 38: DURATION

This AGREEMENT shall be effective January 1, 202~~24~~, and shall remain in full force and effect until the thirty-first (31st) day of December, 02~~24~~.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the _____ day of _____, 2021.

FOR THE CITY:

Mayor

City Manager

Human Resource Department

FOR THE UNION:

Field Representative

Local President

Negotiations Team Member

Negotiations Team Member

APPENDIX A

A.F.S.C.M.E. January 1, 202~~2~~⁴ – December 31, 202~~2~~⁴

(30.0% increase) (will be updated by finance upon council approval)

Step	1	2	3	4	5	6	7	8
Accountant	33.78	35.46	37.24	39.08	40.25	41.46	42.30	43.15
Accounting Technician	24.78	26.01	27.32	28.67	29.51	30.42	31.02	31.66
Administrative Assistant	23.96	25.15	26.40	27.74	28.57	29.43	30.00	30.60
Building Inspector	32.44	34.05	35.75	37.55	38.68	39.84	40.62	41.43
Building Inspector Apprentice	25.95	27.25	28.60	30.02	30.93	31.84	32.52	33.13
Building Maintenance Worker	21.57	22.66	23.76	24.95	25.71	26.48	27.01	27.53
Sr. Service Center Rep	22.11	23.20	24.38	25.60	26.34	27.13	27.70	28.24
Civil Engineer I	34.36	36.07	37.90	39.77	40.98	42.20	43.05	43.92
Civil Engineer II	37.81	39.70	41.69	43.78	45.09	46.42	47.35	48.29
Communications Coordinator	36.18	37.99	39.89	41.87	43.13	44.43	45.31	46.22
GSO	21.87	22.97	24.09	25.30	26.10	26.87	27.38	27.95
Customer Service Associate	13.47	14.15	14.84	15.61	16.05	16.54	16.88	17.21
Crime/Strategic Analyst Tech	28.59	30.01	31.52	33.09	34.09	35.11	35.82	36.53
Customer Service Rep., Senior	17.45	18.32	19.24	20.21	20.84	21.44	21.87	22.30
Digital Communication Specialist	22.52	23.64	24.83	26.07	26.85	27.64	28.20	28.77
Engineering Technician	25.86	27.19	28.55	29.97	30.87	31.78	32.44	33.05
Engineering Technician, Sr	32.09	33.66	35.35	37.12	38.23	39.39	40.18	40.98
Environmental/City Code Specialist	25.95	27.25	28.60	30.02	30.93	31.84	32.52	33.13
Environmental Health Official	32.74	34.37	36.09	37.90	39.03	40.20	41.00	41.82
Environmental Planner	37.97	39.88	41.87	43.97	45.29	46.65	47.58	48.56
Facility Technician	22.52	23.64	24.83	26.07	26.85	27.64	28.20	28.77
Heavy Equipment Mechanic	25.68	26.95	28.28	29.73	30.61	31.55	32.17	32.82
Lead Custodian	22.52	23.64	24.83	26.07	26.85	27.64	28.20	28.77
Lead Licensing Specialist	27.53	28.90	30.37	31.85	32.87	33.84	34.50	35.20
Maintenance Worker	25.05	26.29	27.60	29.02	29.87	30.76	31.37	32.01
Maintenance Trainee	22.76	23.86	0.00	0.00	0.00	0.00	0.00	0.00
Mechanic Crew Chief	28.23	29.65	31.14	32.70	33.66	34.67	35.36	36.07
Office/Licensing/PD Records Spec.	22.11	23.20	24.38	25.60	26.34	27.13	27.70	28.24
Park Maintenance Crew Chief	27.53	28.93	30.37	31.85	32.87	33.83	34.50	35.20
Planner	33.02	34.69	36.43	38.23	39.39	40.57	41.39	42.23
Property Room Technicians	22.52	23.64	24.83	26.07	26.85	27.64	28.20	28.77
Recreation Program Coordinator	27.56	28.95	30.39	31.91	32.88	33.85	34.52	35.22
Sanitary Sewer Crew Chief	27.53	28.93	30.37	31.85	32.87	33.83	34.50	35.20
Storm Sewer Crew Chief	27.53	28.93	30.37	31.85	32.87	33.83	34.50	35.20
Street Maintenance Crew Chief	27.53	28.93	30.37	31.85	32.87	33.83	34.50	35.20
VEM Technician	21.80	22.88	24.03	25.24	25.97	26.78	27.31	27.87

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APPENDIX B

DIFFERENTIAL PAY

- A. Employees operating the following equipment shall be paid a differential of \$2.00 per hour in addition to their regular wage while they operate the following heavy equipment:

Motor Patrol (Road Grader)

Mini-Hoe

Traxcavator

Backhoe/Loader

Paver

Tractor (no cab) w/ mowing attachment

JetVac (Aquatech) when used as a combination machine

Front-End Loader (if operated by an employee
over one (1) continuous hour in a given day)

Bucket Truck (tree trimmer)

Tool Cat (sidewalk/trail snowplow)

Pick-Up Sweeper

Roller (6 ton or over)

Bulldozer

Snow Wings when in use

- B. Differential pay for leadperson shall be \$1.08 per hour. (See Article 31)

APPENDIX C

CITY OF MAPLEWOOD ANNUAL LEAVE PROGRAM

- A. It is the policy of the City of Maplewood to provide paid time away from work to eligible employees. This policy is implemented by means of the Annual Leave Program, which covers all paid leave previously available under the City's vacation and sick leave benefits. The Annual Leave Program does not include designated or personal holidays, funeral leave, military leave or court leave. With the adoption of this program, the City firmly accepts and endorses the principles of consistency, flexibility, personal responsibility, and the recognition of years of service.

The traditional paid vacation and sick leave programs have been in place for many years. These programs are highly structured with extensive rules applied to their use. These rules may not provide the best "fit" for the circumstances of individual employees and their immediate and extended families. As of May 5, 2001, the Annual Leave Program replaced individual vacation and sick leave plans and combined them into a single benefit program. Annual leave is provided to all employees hired on or after that date. Employees hired prior to May 5, 2001 had the option to convert to annual leave or remain in the sick leave and vacation plans.

- B. Employees accrue annual leave based on length of service with the City. This means that employees all receive the same amount of paid time off, regardless of their personal or family situation. Plan provisions discourage unnecessary utilization by providing cash and savings incentives.

Any sick leave or vacation time that an employee may have used under the Family and Medical Leave or Parenting Leave policies will become annual leave. The legal requirements of the time off and continuation of insurance contributions under those laws remain unchanged. (This means the City will contribute the same amounts toward health and dental insurance premiums while employees are on family and medical leave as they do under the vacation and sick leave programs.)

Annual leave can be used for any reason, subject only to necessary request and approval procedures consistent with policy and labor contracts. As with all paid time off programs, we need to ensure that service to the public and work requirements are not adversely impacted.

- C. Medical Certification - Good attendance is an essential job function for all City employees. If unplanned absences are excessive, a doctor's certificate may still be required. It shall state the nature and duration of the illness or injury and verify that the employee is unable to perform the duties and responsibilities of their position.

A statement attesting to the employee's ability to return to work and perform the essential functions of the job and a description of any work restrictions may also be required before the employee returns to work. (If an unplanned absence is not viewed as a problem by the employee's supervisor, a doctor's statement will not be required.)

D. Accrual Rates -

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
1 - 4 Years	19 days
5 - 11 Years	24 days
12 - 20 Years	29 days
After 20 Years	34 days

Annual leave shall not accrue during unpaid leaves. Effective January 1, 2003, regular part-time employees hired into a position that is 20 or more hours per week, shall accrue annual leave on a prorated basis based on regular hours worked. Employees who were already in regular part-time positions of at least 15 hours per week prior to January 1, 2003 shall remain eligible for pro-rated annual leave.

Annual leave will accrue on a pay-period basis (as vacation and sick leave do) for up to 62 days. Employees can carry over up to their full balance as long as the total balance never exceeds the 62-day cap. No additional accrual will occur above the cap.

- E. Sick Leave Balances: Deferred Sick Leave - Employees hired prior to May 5, 2001, who had accrued sick leave and who elected to participate in the annual leave program retained their sick leave balance to be used as "deferred sick leave" until the balance was exhausted. Deferred sick leave can be used for any doctor-certified extended leave that would have been covered under the previous sick leave policy in effect prior to adoption of the policy. An extended leave for purposes of this policy is defined as one requiring an employee to be out of work for two (2) or more consecutive days.

If an employee knows they will be out for two (2) or more consecutive days before the absence, they will be eligible to use the deferred sick leave bank from the first day. For example, if an employee has a scheduled surgery where they know—in advance—they will be out for two (2) weeks, the employee will be able to use hours from their deferred sick leave bank starting on the first day of the absence. If an employee is out and expects to return within two (2) days, they will use annual leave. If the medical condition extends beyond the two (2) days, the deferred sick leave bank will be applied retroactively and any annual leave used will be restored to the annual leave balance.

Once the deferred sick leave bank is exhausted, employees will use annual leave for all absences covered by the annual leave program - up to the point that disability insurance coverage goes into effect. Any deferred sick leave balance remaining when an employee leaves City service will expire unless the employee would have been eligible for sick leave as severance pay prior to electing annual leave (see Severance Pay).

- F. Vacation Balances - Unused vacation balances were converted to annual leave on a one-for-one basis for employees who converted from vacation/sick leave to annual leave.
- G. Banked Personal Holiday Hours - Employees who had banked personal holiday hours that were earned and unused prior to March, 1984 had the option to cash them out at their current hourly rate during the open window period or to retain them.

- H. Short-Term Disability Insurance - The City adopted an optional short-term disability insurance program effective October 1, 2001. The cost of this coverage will be paid by the employee, if the employee elects coverage. For employees who elect this coverage, the benefits will begin after an employee is out for thirty (30) calendar days.

The City also has a long-term disability program in place where benefits begin at ninety (90) calendar days. Short-term disability benefits cover the period from thirty (30) calendar days to ninety (90) calendar days. Employees who have deferred sick leave may use sick leave hours from the deferred sick leave bank to make up the difference between pay provided by short- and long-term disability insurance payments and their regular take-home pay. Employees without a deferred sick leave bank may use annual leave for this purpose.

- I. Severance Pay - Under the current vacation and sick leave programs, employees are eligible for 100% of their vacation and personal holiday balance when they leave City employment.

All employees who have annual leave will be eligible for 100% of their annual leave balance when they leave City service. They may receive this as cash or deferred compensation (subject to IRS regulations).

- J. Unpaid Leave - Unpaid leaves may be approved in accordance with the City Personnel Policies. Employees must normally use all accrued annual leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave, the employee may retain a balance of forty (40) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the City Manager.

- K. Sick Leave Conversion - There are various sick leave conversion programs in existence which cover different employee groups. Some programs vary within a particular group based on hire date. Employees who have annual leave will be able to convert some hours to cash or deferred compensation as described below. Employees who remained with the vacation and sick leave program may continue to convert sick leave and/or vacation based on programs they were eligible for prior to the adoption of annual leave (May 5, 2001).

- L. Annual Leave Conversion - Annual leave will be eligible for conversion to cash or deferred compensation (subject to IRS maximum deferral regulations) annually on a one-for-one basis subject to the following conditions. Up to 40% of the annual leave balance, not to exceed forty (40) hours, may be converted each year provided the employee has used a minimum of 30% of their annual accrual during the current calendar year and has a minimum balance of at least 176 hours. The minimum balance requirement will be determined as of the first payroll in December and will be based on the employee's current hourly rate on December 1.

Conversion to cash or deferred compensation will occur in the second payroll of the following year with specific dates to be determined by the Finance Department each year. Finance will notify all employees who have annual leave in November of each year as to the dates and conversion options. The conversion will be part of regular payroll and will not be paid in a separate check. Regular rate for the purpose of this policy is the employee's straight time rate not including overtime, pay differentials, out-of-class adjustments or any other additions to regular pay.

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

CITY OF MAPLEWOOD, MN

AND

**MAPLEWOOD CONFIDENTIAL &
SUPERVISORY GROUP**

~~January 1, 2021 through December 31, 2021~~

January 1, 2022-December 31, 2022

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ARTICLE 1: PURPOSE AND INTENT

This Agreement entered into as of January 1, 20~~22~~ ~~24~~ between the City of Maplewood, Minnesota, Municipal Corporation, hereinafter called "Employer" and /or "City", and Maplewood Confidential & Supervisory GROUP hereinafter called the "Collective Bargaining Group" and/or "Group." It is the intent and purpose of this agreement to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the equitable and peaceful resolution of disputes concerning this agreements interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this agreement.

The Employer and the Collective Bargaining Group through this agreement, continue their dedication to the highest quality public service. Both Parties recognize this agreement as a pledge of this dedication.

ARTICLE 2: RECOGNITION

- 2.1 The EMPLOYER recognizes the GROUP as the exclusive representative, for *All Employees of the City of Maplewood, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subdivision 14, who are confidential within the meaning of Minnesota Statutes 179A.03 Subdivision 4 or who are both supervisory and confidential within the meaning of Minnesota Statutes 179A.03 Subdivisions 4 and 17, excluding supervisory employees within the scope of the existing "supervisory appropriate unit.*
- 2.1.1 The positions of City Manager, Assistant City Manager/HR Director, Finance Director, and Director of Public Safety shall be excluded for the life of this Agreement.
- 2.2 In the event the EMPLOYER and the GROUP are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3: DEFINITIONS

- 3.1 GROUP: City of Maplewood Confidential & Supervisory GROUP.
- 3.2 EMPLOYER: The City of Maplewood, Minnesota.
- 3.3 DEPARTMENT HEAD: Fire Chief, IT Director, Parks & Recreation Director, Director of Environment and Economic Development, Public Works Director, and similar titles that may be created.
- 3.4 EMPLOYEE: A member in good standing of the Confidential and Supervisory GROUP, covered by this AGREEMENT.
- 3.5 SENIORITY: Employee's length of continuous service with the EMPLOYER.

- 3.6 CONTINUOUS SERVICE: Unceasing service from last date of hire, including approved paid leaves of absence and unpaid leaves of less than one pay period.
- 3.7 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the terms and conditions of this AGREEMENT.
- 3.8 REGULAR FULL-TIME EMPLOYEE: An Employee who is holding a regular full-time position with the City of Maplewood. A regular FT position is a position that is not temporary or seasonal in nature and is expected to work at least 40 hours per week.
- 3.9 REGULAR PART-TIME EMPLOYEE: An Employee who regularly works more than fourteen (14) hours per week, but less than forty (40) hours per week, year-round in an on-going position. The Employee receives a prorated portion of city provided benefits.
- 3.10 JOB CLASS SENIORITY: Employee's length of continuous service in a job class.
- 3.11 EXEMPT: Not covered by the federal and state Fair Labor Standards Acts overtime requirements.
- 3.12 NON-EXEMPT: Covered by the federal and state Fair Labor Standards Acts overtime requirements.

ARTICLE 4: GROUP SECURITY

In recognition of the GROUP as the certified exclusive representative, the EMPLOYER shall:

- 4.1 Group Stewards. The GROUP may designate certain Employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 4.2 Initiation Fees - Deduct an amount sufficient to provide the payment of initiation fees established by the GROUP from the wages of all Employees covered by this AGREEMENT.
- 4.3 GROUP Dues - Deduct an amount sufficient to provide the payment of dues established by the GROUP from the wages of all Employees covered by this AGREEMENT. Such monies shall be divided equally among the pay-periods and shall be remitted with an itemized statement to the appropriate designated officer of the GROUP. Dues appeals or challenges may be filed in accordance with State Statute.
- 4.4 Fair Share Fees - Deduct fair share fees in accordance with Minnesota Statutes, Section 179A.06, Subd. 3 and remit such deduction, with an itemized statement, to the appropriate designated officer of the GROUP within ten (10) days following said deduction.
- 4.5 Bulletin Board - Furnish and maintain one (1) bulletin board in a convenient place which may be used by the GROUP for posting of proper notices and bulletins at each location where Employees are regularly scheduled.
- 4.6 Release time for negotiations and grievances (mediation/arbitration). During each round of negotiations and grievance situations involving mediation/arbitration, two stewards will be allowed to meet with City representatives for the purpose of conducting GROUP business as provided by State Statute. During the course of the stewards normal work day, the Employer agrees to allow reasonable time away from their work duties, without loss of pay. Stewards, however, are not eligible for pay when they are off-duty and/or are on an approved leave.

- 4.7 **Hold Harmless** - The GROUP agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 5: EMPLOYER SECURITY

The GROUP agrees that during the term of this AGREEMENT the GROUP will not cause, encourage, participate in or support any strike, intentional slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 6: EMPLOYER AUTHORITY

- 6.1 The Employer retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend policies, procedures and budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this agreement.

ARTICLE 7: GRIEVANCE PROCEDURE/ARBITRATION

- 7.1 For purpose of this AGREEMENT, the term "grievance" means any dispute between the EMPLOYER and the employee(s) concerning the interpretation or application of the terms and conditions of this AGREEMENT. Both parties recognize that should a provision of the AGREEMENT be specifically in conflict with an Employment Rule, this AGREEMENT shall prevail; any employment rule not directly modified or abridged by this AGREEMENT shall remain in full force. The EMPLOYER and the GROUP agree to the following grievance procedure. Each step of the grievance procedure shall be strictly adhered to or the grievance shall be deemed withdrawn.
- 7.2 **Processing of a Grievance** - It is recognized and accepted by the GROUP and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such Employee's duties and responsibilities. The aggrieved Employee and the GROUP representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the Employee and the GROUP representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER. The designated supervisor shall schedule an approved absence within five (5) workdays after the request for absence.
- 7.3 **Procedure** - Any grievance or dispute between the parties relative to the application, meaning or interpretation of this AGREEMENT shall be settled in the following manner:
- Step 1.** The GROUP Steward, with or without the Employee, shall take up the grievance or dispute with the Employee's immediate supervisor within fourteen (14) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to

the employee within fourteen (14) calendar days. In cases of discharge, a grievance must be filed within seven (7) calendar days and the immediate supervisor shall respond within seven (7) calendar days.

Step 2. If the grievance has not been settled in accordance with Step 1, the GROUP shall present the grievance in writing to the appropriate Group Manager within seven (7) calendar days after the immediate supervisor's Step 1 response is due. All grievances shall state the facts on which it is based, when they occurred, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested. The Group Manager shall respond to the GROUP steward in writing within seven (7) calendar days.

Step 3. If the grievance has not been settled in accordance with Step 2, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, by the GROUP to the City Manager within ten (10) calendar days after the Group Manager's response is due. The City Manager will respond to the GROUP in writing within ten (10) calendar days.

Step 4. If both parties, having exhausted the grievance steps provided herein, cannot settle the grievance, the GROUP may submit the issue in dispute to binding arbitration within fourteen (14) calendar days of receipt of the Third Step answer and shall notify the City Manager, in writing, of its intent to do so. The GROUP will request the Minnesota Bureau of Mediation Services to submit a list of seven (7) names from which the parties shall, within fourteen (14) calendar days after receipt of such list, select the arbitrator by striking alternately one name each and the remaining person shall be the arbitrator. A toss of the coin shall determine who shall strike the first name.

- 7.4 The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the GROUP and shall have no authority to make a decision on any other issue not so submitted.
- 7.5 The fees and expenses for the arbitrator's service and proceedings shall be borne equally between the parties, except that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally for said record.
- 7.6 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered withdrawn. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer.
- 7.7 If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the GROUP may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the GROUP without prejudice to either party.
- 7.8 Should a grievance involve the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance shall be initiated at Step Three. An Employee pursuing a statutory remedy is precluded from also pursuing an appeal under this procedure unless otherwise required by law. Selection of any

procedure other than Step three shall terminate the Employee's right to seek redress under this Article.

ARTICLE 8: NONDISCRIMINATION

The provisions of this Agreement shall be applied to all Employees in the Bargaining Group without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, national origin or political affiliation.

The Bargaining Group and the Employer agree to meet and confer to discuss accommodations for "qualified" disabled Employees as the need arises, consistent with the intent of the Americans with Disabilities' Act.

ARTICLE 9: SENIORITY

- 9.1 Determining Criterion – Seniority will be the determining criterion for transfers, newly created positions and promotions only when all other qualification factors are equal.
- 9.2 Layoff - In the event it becomes necessary to lay off Employees for any reason, Employees within a given job classification shall be laid off in inverse order of their job class seniority (providing the remaining Employees have the ability, license or certification required of a position or can be trained to perform the remaining work and become licensed or certified in a timely manner as required by the position) in the following order:
 - a. Temporary, interim or acting employees
 - b. Probationary part-time employees
 - c. Probationary full-time employees
 - d. Regular part-time employees
 - e. Regular full-time employees
- 9.3 Recall - Employees shall be recalled from layoff according to job class seniority. No new Employee shall be hired for a job classification for which a layoff has occurred until all Employees on layoff status within that job classification have been given ample opportunity to return to work within one (1) year of said layoff. The City will notify Employees on layoff to return to work by registered mail, at that Employee's last recorded address. The Employee must return to work within three (3) weeks of receipt of this notice in order to be eligible for re-employment.
- 9.4 Promotion Outside Bargaining Unit - Employees promoted or transferred outside the bargaining unit shall maintain their job class seniority in the unit for thirty (30) days.
- 9.5 Seniority List - The EMPLOYER agrees to provide the GROUP, upon request, a seniority list not more than four (4) times per year.
- 9.6 Continuous Service - For purposes of seniority, an Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

ARTICLE 10: WORK SCHEDULES

- 10.1 Normal Workday/Work Week - The sole authority for determining work schedules is the Employer. The Employer may arrange a flexible schedule for Employees within the Department. The normal workday for a non-exempt Employee shall be eight (8) hours;

normal hours that Employer offices are open for business are 8:00 a.m. to 4:30 p.m.; and the normal workweek shall be forty (40) hours Monday through Friday.

- 10.2 Regular Shifts - Service to the public may require the establishment of regular shifts for some Employees on a daily, weekly, seasonal, or annual basis other than the normal work day or work week. The EMPLOYER will give advance notice to the Employees affected by the establishment of workdays different from the Employee's normal workday.
- 10.3 Unusual Work Circumstances - In the event that work is required because of unforeseen unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an Employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each Employee has an obligation to work overtime if requested unless unusual circumstances prevent him/her from doing so.
- 10.4 Saturday/Sunday Work Weeks - Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays for select positions.
- 10.5 Permanent Schedule Changes - Any permanent changes in the work schedule should be preceded with a four (4) week notice to the affected Employees.
- 10.6 Out-of-Class Assignment – Any Employee working an out-of-class assignment for four (4) hours or more shall be paid at a rate within the higher job classification, but in no case shall the Employee receive less than 5% per hour additional. For the purposes of this Article, an out-of-class assignment is defined as an assignment of an Employee to perform the significant duties and responsibilities of a position different from the Employee's regular position, and which is in a higher classification within the bargaining unit. Also for purposes of this Article, Employees will be paid at the higher rate only for the hours worked at the higher rate.
- 10.7 Flexible Scheduling – Non-exempt Employees, who normally work eight (8) hour shifts, will be paid one and one-half (1-1/2) times the Employee's regular pay rate for all hours worked in excess of eight (8) hours, when required to work more than eight (8) hours. Changes of shift do not qualify an Employee for overtime under this article. Non-exempt Employees who normally work shifts of longer than eight (8) hours, will be paid one and one half (1-1/2) times the Employee's regular pay rate for all hours in excess of the normal shift length.

Schedule changes made by the supervisor shall be posted for fourteen (14) days prior to the effective date.

At the Employee's request, Employees may work a shorter shift than that normally required and may make up the time on another shift, upon approval of their supervisor. When Employees avail themselves of this approved flexible scheduling, they will not be eligible for overtime for the longer shift. Under no circumstances will an Employee be allowed to work more than forty (40) hours in a given week due to selecting this option, if they would not have been eligible to do so prior to selecting it.

- 10.8 Exempt Employees – Department Heads or exempt Employees are normally required to work the number of hours necessary to fulfill their responsibilities including evening meeting and/or on-call hours. The normal hours of business for Department Heads are Monday through Friday, 8 a.m. to 4:30 p.m. Department heads are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day. Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in extra hours above and beyond the

normal 8 a.m. to 4:30 p.m. Monday through Friday requirement. All exempt positions may also require work beyond forty (40) hours per week. In recognition for working extra hours, these Employees may take time off during their normal working hours with supervisory approval.

ARTICLE 11: MEAL AND REST PERIODS

An Employee may take an unpaid meal period and two (2) paid - fifteen (15) minute rest periods during a normal work day at times determined by the Employee and their immediate supervisor. The length of the meal period will vary depending on department and job title. With supervisory approval, rest periods may be added together, added to a lunch break or added to an unpaid break to workout at the Community Center or do personal business. Police and Fire Department personnel will receive paid meal and rest breaks and remain available for an immediate return to duty should an event dictates it.

ARTICLE 12: ON-CALL & CALL BACK

- 12.1 Definition. Non-exempt employees required by the Employer to be available to answer a call and perform work if necessary during hours outside their normal work shift, shall be considered "on-call." The Employer will establish an on-call schedule one month prior to implementation. Employees must provide notice of unavailability prior to the issuance of the schedule.
- 12.2 Requirements. If assigned as on-call, employees must ensure they are available to be contacted. Employees must return calls within 30 minutes of receiving an e-mail or voicemail message. If required to return to work, employees must be able to do so within two hours of being contacted.
- 12.3 Compensation. Employees who are on-call will receive two (2) hours of pay at straight time for each week day they are assigned on-call. A week day shall consist of the hours from 5:00 p.m. until 7:00 a.m. the following morning Monday – Friday. Employees who are on-call for each weekend day (Saturday & Sunday) or Holiday as defined in the Personnel Policies will receive three (3) hours of pay, at one and one-half (1 ½) times the employee's regular pay rate per day. A weekend day and Holiday day shall consist of a 24 hour period from 7 a.m. until 7 a.m. the following morning.
- 13.4 Call-Back. In addition to the above compensation, employees who are on-call and are contacted to resolve a critical information system problem shall be paid two (2) hours minimum at one and one-half (1 ½) times the employee's regular pay rate per incident. If the resolution of the problem takes more than two (2) hours, then the employee shall be compensated at one and one-half (1 ½) times the employee's regular pay rate for time worked for that one incident.

An incident shall begin when the telephone or e-mail is answered and end when the problem is either resolved or escalated to the appropriate staff member. Multiple calls and/or e-mails regarding the same problem are considered one incident.

ARTICLE 13: OVERTIME

- 13.1 Daily/Weekly Overtime – For non-exempt Employees, hours worked in excess of eight (8) hours within an assigned work day or more than forty (40) hours within an assigned

work week will be compensated at one and one-half (1-1/2) times the Employee's regular pay rate. Employees normally working shifts greater than eight (8) hours in length will be eligible for overtime for hours in excess of the normal shift length or in excess of forty (40) hours per week.

- 13.2 No Duplication of Overtime – For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.3 Computing Overtime – All paid leave time shall be considered time worked for the purpose of computing overtime.
- 13.4 Comp Time. The City will allow employees the option of accruing compensatory time in lieu of overtime pay under the following conditions:
- Compensatory time shall be scheduled only with prior approval from the immediate supervisor, and that such time shall not be scheduled so as to interfere with operations.
 - Any compensatory time accrued will be capped at forty (40) hours per year and will be cashed out at the end of the year.
 - Overtime worked in excess of the forty (40) hour cap will be paid during the same pay period it is earned.

ARTICLE 14: PROBATIONARY PERIODS

- 14.1 Probationary Period - New Employees - All newly hired or rehired Employees will serve a one (1) year probationary period. At any time during the probationary period a newly hired or re-hired Employee may be terminated at the sole discretion of the EMPLOYER.
- 14.2 Probationary Period - New Classification - All Employees promoted or transferred will serve a six (6) month probationary period in any job classification in which the Employee has not served a probationary period. At any time during the probationary period a promoted or reassigned Employee may be reassigned to the Employee's previous position at the sole discretion of the EMPLOYER. ~~Notwithstanding the above, any position under the authority of the Police Civil Service Commission shall still serve one (1) year probation.~~
- 14.3 At any time during the first thirty (30) calendar days of the probationary period a promoted Employee may be reassigned to the Employee's previous position at the discretion of the EMPLOYEE with the approval of the EMPLOYER which will not be unreasonably withheld or delayed.

ARTICLE 15: JOB POSTING

- 15.1 Promotion From Within - The EMPLOYER and the GROUP agree that regular job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- a. have the qualifications deemed necessary by the EMPLOYER to meet the standards of the job vacancy; and
 - b. have the ability deemed necessary by the EMPLOYER to perform the duties and responsibilities of the job vacancy.

- 15.2 Selection Decision - The EMPLOYER has the right of final decision in the selection of Employees to fill posted jobs based on qualifications, abilities and experience.
- 15.3 Job Posting - Job vacancies within the designated bargaining unit will be posted for a minimum of ten (10) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 16: DISCIPLINE

- 16.1 The EMPLOYER will discipline Employees for just cause only. All discipline shall be in writing and will normally be in one or more of the following forms:
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.

ARTICLE 17: DEMOTION

Employees may be demoted if they have been found unsuited for the present position but may be expected to perform satisfactorily in a lesser position. Employees may also be demoted if their position(s) has been abolished or reclassified to a lower class. Employees who voluntarily demote or are demoted due to performance issues shall have their pay established within the range of the new classification at a level determined by the Human Resource Department.

ARTICLE 18: VACATION / ANNUAL LEAVE

- 18.1 Vacation Schedule - Full-time employees hired before May 5, 2001 shall normally earn paid vacation leave (accrued on a biweekly basis) according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
Date of hire through 4th year of service	10 working days per year
5th through 11th year of service	15 working days per year
12 through 20 year of service	20 working days per year
21 years of service and thereafter	25 working days per year

Regular part-time Employees hired before May 5, 2001 who work (and are on payroll) at 20 or more hours per week will accrue vacation on a pro-rated basis consistent with hours worked (exclusive of overtime hours). Employees who have vacation accrual greater than the annual accrual rate schedule, will continue accruing at the higher rate and progress through the steps proportionally.

- 18.2 Maximum Vacation Accumulation - At year-end, Employees shall not carryover more than one and one-half (1-1/2) times his/her annual earned vacation. Employees will be eligible for 100% of their vacation balance when they leave City service. They may receive this as cash or deferred compensation (subject to IRS regulations).
- 18.3 Vacation Conversion - On December 1st of each year, full-time and regular part-time Employees who are at the three (3) week vacation accrual rate or higher, with a minimum balance of eighty (80) hours, shall be eligible to convert up to forty (40) hours

of unused vacation time to deferred compensation. Employees at the four (4) week accrual rate with an 80 hour minimum balance shall be eligible to convert up to sixty (60) hours. Conversion will be at the Employee's current hourly rate as of December 1st and will be on the basis of one (1) hour of vacation for one (1) hour of deferred compensation pay. Actual conversion will take place in the second payroll of the following year.

- 18.4 Annual Leave – EMPLOYER and the GROUP hereby incorporate the Annual Leave Program as adopted by the City of Maplewood on February 12, 2001 and revised on September 23, 2002. (See Appendix B) Articles 17.1, 17.2 and 17.3 do not apply to Employees who accrue Annual Leave in lieu of vacation and sick leave.
- 18.5 Full-time Employees who converted to Annual Leave and all new hires after May 5, 2001 shall normally earn paid annual leave (accrued on a biweekly basis) according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
Date of hire through 4th year of service	19 working days per year
5th through 11th year of service	24 working days per year
12th through 20th year of service	29 working days per year
21st years of service and thereafter	34 working days per year

Annual Leave shall not accrue during unpaid leaves. Effective January 1, 2003, regular part-time Employees hired into a position that is 20 or more hours per week, shall accrue annual leave on a pro-rated basis based on regular hours worked. Employees who have annual leave accrual greater than the annual accrual rate schedule, will continue accruing at the higher rate and progress through the steps proportionally.

- 18.6 Annual Leave will accrue on a pay-period basis for up to 62 days. Employees can carry over up to their full balance as long as the total balance never exceeds the 62-day cap. No additional accrual will occur above the cap. Employees will be eligible for 100% of their annual leave balance when they leave City service in cash payment or deposited in the Employee's deferred compensation account unless it must be paid into the approved RHS plan pursuant to its rules.

ARTICLE 19: HOLIDAYS

- 19.1 Holidays Observed - Full-time Employees shall be compensated for a full eight (8) hour day (pro-rated for regular part-time Employees who work and are on payroll 20 or more hours per week) if on paid status at the time of any of the following ten (10) holidays:

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Years Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day

Fourth Friday in November
December 25

Day after Thanksgiving
Christmas Day

When holidays fall on a Saturday or Sunday, the City shall designate the preceding Friday or following Monday as the "observed" holiday for City operations/facilities that are closed on holidays. Overtime for working on a holiday as provided above shall be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

- 19.2 Holiday Pay. Hours worked by non-exempt employees on holidays, except Thanksgiving, Christmas, and New Years, will be compensated for at one and one-half (1-1/2) times the Employee's regular pay rate in addition to the compensation provided in the wage schedule. Hours worked by non-exempt employees on the holidays of Thanksgiving, Christmas, and New Years will be compensated for at two (2) times the employee's regular pay rate in addition to the compensation provided in the wage schedule.
- 19.3 Personal Holidays – In addition to the holidays listed in 18.1, all full-time Employees shall also receive twenty (20) hours of personal holiday time per year. Regular part-time Employees who work or are on payroll 20 or more hours per week shall be pro-rated. The date of such personal holiday shall be requested by the Employee and approved by the EMPLOYER. The hours must be used during the year and will not carry over to the next year. Any unused hours as of December 31st will be converted to the employee's Retiree Health Savings Plan.

ARTICLE 20: SICK LEAVE

- 20.1 Use of Sick Leave - A full-time Employee hired before May 5, 2001 shall accumulate sick leave at a rate of one and one-quarter (1-1/4) days per month, accrued on a pay-period basis, except as provided below. Regular part-time Employees hired before May 5, 2001 who work (and are on payroll) at 20 or more hours per week shall accrue sick leave on a pro-rated basis consistent with hours worked (exclusive of overtime hours). All other conditions of accrual and use of sick leave for regular part-time Employees shall be the same as for full-time Employees. Sick leave does not accrue during an unpaid leave of absence. Employees who are on annual leave do not accrue sick leave. Employees hired before May 5, 2001 who are covered ~~by the Police Civil Service Commission as sworn officers of the Union~~ cannot accumulate more than 300 days of sick leave.

Sick leave may be approved only for days when an Employee would otherwise have been at his or her employment. It may be used, with the approval of the immediate supervisor, in any of the following cases:

- a. when the Employee cannot work because of illness, injury, or disability of themselves, their children, spouse, parents, stepchildren, or stepparents;
 - b. for medical, dental, chiropractic or optical examinations or treatment of the Employee, or the Employee's children (appointments should be scheduled to minimize the amount of disruption to the workday);
 - c. when the Employee's presence would jeopardize the health of other Employees by exposing them to contagious disease or illness.
- 20.2 Sick leave will also be approved for use in accordance with the Family and Medical Leave Act. Employees shall notify the EMPLOYER at or before their normally scheduled starting time of any illness for which they wish to take sick leave. The

EMPLOYEE must submit satisfactory proof of illness or injury, by way of a doctor's certificate, if requested by the EMPLOYER. Those employees who misuse sick leave shall be subject to disciplinary action. Any action taken by the EMPLOYER under this Article shall be subject to the grievance procedure.

- 20.3 Sick Leave Conversion – Employees hired before May 5, 2001 who accrue sick leave, may participate in the following optional sick leave conversion program. Said sick leave conversion program shall provide for the conversion of forty percent (40%) of the Employee's annual earned and unused sick leave to vacation or deferred compensation after an Employee has accumulated forty-five (45) days or more of sick leave as provided above. The conversion shall be made annually on January 1 at the Employee's request. Conversion shall be based only on sick leave days earned and unused during the previous twelve (12) months. One-half (1/2) of the remaining annual earned and unused sick leave shall be retained as accumulated sick leave and one-half (1/2) shall be forfeited by the Employee to the City at the time of conversion. The amount of sick leave earned and unused in the prior year that is eligible for conversion shall be prorated for part-time employees.
- 20.4 Conversion After 800 Hours - On December 31st of each year full-time and regular part-time Employees with 800 hours or more of accumulated sick leave shall be eligible to convert sick leave accumulated in the previous 12 months to vacation or deferred compensation at the Employee's current pay rate on the basis of 2 hours of sick leave for 1 hour of vacation or deferred compensation. Such conversion shall not exceed a total of forty-eight (48) hours of vacation and deferred compensation. The amount of sick leave earned and unused in the prior year which is eligible for conversion shall be pro-rated for part-time Employees.
- 20.5 Annual Leave – Article 19 does not apply to Employees who accrue annual leave except as provided in the Annual Leave Program (Deferred Sick Leave and Severance Pay Sections).

ARTICLE 21: LEAVES OF ABSENCE

The EMPLOYER agrees to provide to full-time and regular part-time Employees the following leaves of absence with reasonable written notice from the Employee:

- 21.1 Military Leave - Military leave with pay for reserve training, not to exceed fifteen (15) working days per calendar year, when ordered by the appropriate authorities. Military leave in excess of fifteen working days shall be awarded in accordance with State and Federal law.
- 21.2 Jury Duty Leave - Jury duty leave when ordered by the appropriate authorities. Regular full-time and part-time Employees shall be granted paid leaves of absence for required jury duty. Such Employees shall be required to turn over any compensation received for jury duty, minus mileage, meal or expense reimbursement, to the City in order to receive their regular wages for the period. Time spent on jury duty shall not be counted as time worked in computing overtime. If the jury is dismissed more than two (2) hours prior to the end of the Employee's regular scheduled shift, the Employee shall report to work. Employees who are scheduled to work evening or night shift will be changed to day shift for the period of time they are required to serve on jury duty. Employees must notify the City as soon as possible after receiving notification of their order to serve.
- 21.3 Educational Leave - Educational leaves with pay for work-related conferences and seminars, which occur during regular working hours when attendance is approved by the

EMPLOYER. The EMPLOYER further agrees to pay reasonable costs related to the above.

- 21.4 Funeral/Bereavement Leave - A maximum of three (3) normal workdays (24 hours) of funeral/bereavement leave with pay shall be extended to a full-time Employee upon the death of a member of the immediate family of said Employee or his/her spouse (i.e., spouse, children, sons-in-law, daughters-in-law, grandchildren, parents, grandparents, brothers, sisters, legal guardian or individuals who are under an Employee's or spouse's legal guardianship) for attendance to the funeral or other demonstrated need in relation thereto. The actual time off, and funeral leave approved, will be determined by the Department Head depending on the individual arrangements to be made, distance to the funeral, etc. Funeral leave provided in accordance with this article will be pro-rated for part-time employees.

ARTICLE 22: SEVERANCE PAY

- 22.1 All regular Employees who leave employment of the City in good standing by retirement or resignation shall receive pay for 100% of unused accrued vacation, personal holidays or annual leave (and compensatory time if applicable).
- 22.2 Employees who retire, resign or are laid off shall be entitled to severance pay which shall be computed at their regular rate of pay at the time of severance and shall amount to one-half (1/2) of the accumulated sick leave with a maximum allowance of 50 days' pay. In the case of the death of an Employee who has become eligible for severance pay in accordance with this AGREEMENT, the beneficiary of the Employee shall be eligible to receive the Employee's severance pay as provided above. Notwithstanding the above, Employees covered ~~by the Police Civil Service Commission as sworn officers of the Union~~ are eligible for 50% of their sick leave with a maximum payout of 1,200 hours. In case of death in the line of duty for any employee covered under this Agreement, 100% of the accumulated sick leave/deferred sick leave shall go directly into the employee's RHS plan in accordance with the Plan.
- 22.3 If an Employees moves from one bargaining unit to another, the hours accrued and unused prior to the change will be covered by the applicable union contract in effect at the time of the change.

ARTICLE 23: INJURY ON DUTY

Employees injured, or contracting an illness, from actual service for the EMPLOYER and thereby rendered incapable of performing their duties shall receive pay equal to their regular pay during the period of incapacity without loss of sick leave for a period not exceeding ninety (90) working days per injury, subject to the following conditions:

- a. In order to receive the benefits of this section for a period exceeding seven (7) days, the injury or illness must be determined to be eligible under worker's compensation.
- b. In order to be eligible for the benefits of this section for a period of seven (7) days or less, the EMPLOYER must determine that the injury is "on-the-job" in nature.
- c. In order to be eligible for the benefits of this section, a written report of such injury must be made within twenty-four (24) hours of the injury to the EMPLOYER.

- d. If an Employee takes advantage of this section all salary related benefit income (such as worker's compensation, disability payments, etc.) must be turned over to the EMPLOYER.
- e. Benefits of this section shall assure Employees of their current pay rate only and shall not include allowances for overtime or other pay.
- f. The recipient of the benefits of this section must submit proof that reasonable efforts have been made to secure all salary related injury benefits available.
- g. The EMPLOYER may require a reasonable number of physical examinations by a physician of the City's choice at reasonable times at the City's expense.
- h. This section does not apply in the case of death of an Employee on duty or otherwise.
- i. The current pay rate of an Employee will continue until the "on-the-job" status of an injury has been determined if said injury appears to be "on-the-job". However, if it is found that the injury is not job related, the time off will be credited to sick leave, vacation time, annual leave, or compensatory time off or, if none of these are adequate, deducted from future pay of the Employee.

In the event vacation time is used, upon the return to work of the Employee, 50% of future sick leave accrual may be transferred to vacation time, until such time as the accrued vacation time reaches the level it was before time off was credited to vacation time.

- j. Time available under this section shall not be considered as sick leave and shall not be included in accrued sick leave at the time of termination of employment.
- k. This section shall not be applicable if such job related injury is due to intentional negligence on the part of the employee so injured.

ARTICLE 24: INSURANCE

202249 Health Care Costs/Contributions

24.1 Health Insurance – For all full-time employees hired prior to January 1, 2013, the employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for either the Medica Elect or Medica Choice plans. The Employer shall contribute towards the cost for insurance as follows:

- a. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 - i. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
- b. \$1,900 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage in either the Medica Elect Plan or Medica Choice plan.
- c. \$3,200 annually into a HRA for those employees who elect family coverage in either the Medica Elect Plan or Medica Choice Plan.
- d. The City shall make such deposits for single or family HRA contributions by way of pro-rata contributions. The City will also provide a funding option which shall be available to any employee who requires earlier funding of the City's

contribution due to medical event(s). In such case, the Employee shall make a request for funding to the Human Resources Coordinator and shall provide documentation supporting such request. The City shall also make a resource person available on a regular basis to the Employees to assist them with paperwork and billing issues related to the HDHP.

- e. As an incentive to participate in the Wellness Program, the City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave or 12 hours of vacation pay (for those employees still on the vacation sick plan) in lieu of receiving the contribution into the Employee's HRA.

24.2 For all employees hired on or after January 1, 2013, the following shall apply

- f. The employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for the Medica Elect plan. For any employee who chooses to participate in any other plan offered by the City, if any, the City will contribute an amount equal to the actual dollar amounts paid for single HDHP coverage towards the monthly premiums for other such plans for single coverage, and an amount equal to the actual dollar amounts paid for family HDHP coverage for families toward the monthly premiums for such plans for family coverage and the employee shall be responsible to pay any difference over and above such contributions. The Employer shall contribute towards the cost for insurance as follows:

- i. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 - 1. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
- ii. \$1,700 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage. For newly hired employees who have successfully completed one year of employment, the contribution shall be \$1800.00.
- iii. \$2,700 annually into a HRA for those employees who elect family coverage. For newly hired employees who have successfully completed one year of employment, the contribution for family coverage shall be \$2800.00.

- g. The City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave in lieu of receiving the contribution into the Employee's HRA.

2022~~20~~ Health Care Costs/Contributions

- 24.3 The Employer and the Union mutually agreed to Health Care Costs and Contributions in 2022. ~~to re-open this contract in 2019 to negotiate health insurance costs/contributions. The re-opener is exclusive to Article 24. Should the parties fail to reach an agreement on the terms of Article 24 through good faith negotiations, the parties mutually agree to refer the issue to binding "final offer" interest arbitration.~~

The Employer and the Union further agrees to actively engage in labor-management discussions and planning with regard to future citywide health insurance offerings. It is the Employer's expectation that a global agreement with all affected bargaining units will be reached by the city's insurance committee.

In the event health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act and/or any other new federal legislation, the Union and the Employer will meet immediately to negotiate alternative provisions. Should the Affordable Care Act and/or any other new federal legislation cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will immediately meet and, upon written mutual agreement of the parties, negotiate alternative provisions.

In addition, the City will pay 50% of the cost of Employee (single) coverage for the HDHP for Employees who work (and are on payroll) 30 or more hours per week. Regular part-time Employees with this status may purchase dependent coverage at their own cost.

- 24.4 Dental Insurance - The EMPLOYER shall pay one hundred percent (100%) of the cost of Employee (single) dental insurance premium. Dental benefits apply to full-time employees only.
- 24.5 IRS-125 Plan - As permitted, the EMPLOYER shall provide an IRS-125 Plan to be used for Employee's health and dental insurance premiums.
- 24.6 Life Insurance - The EMPLOYER shall provide a life insurance policy with a benefit value equal to 100% of regular annual salary to a maximum of \$50,000.00 for full time employees.
- 24.7 Long-Term Disability Insurance - The EMPLOYER will provide Long-Term Disability Insurance with the cost of such being fully paid by the EMPLOYER. Such Long-Term Disability Insurance shall be coordinated with other benefits provided in this AGREEMENT. Employees are not eligible for vacation, sick leave, or annual leave accrual while receiving Long-Term Disability payments except for hours on payroll using accrued leave. Coverage shall also be provided to regular part-time Employees who work (and are on payroll) 20 or more hours per week.
- 24.8 Short-Term Disability Insurance - The EMPLOYER agrees to provide optional, Employee-paid short-term disability insurance coverage for all regular Employees who are on payroll at 20 or more hours per week. Employees may elect this optional coverage at the Employee's cost.
- 24.9 Long-term Care – Employees are eligible to elect coverage in the City's optional Long-term care benefit at the Employees cost, if they meet the criteria established in the plan.
- 24.10 Retiree Health Savings - The City agrees to provide a retiree health savings plan with the following plan specifications:
 - A. Participant and benefit eligibility criteria: Must be full-time employee, no minimum or maximum age and no years of service requirement.
 - B. Benefits will be limited to insurance premiums (health, dental, vision and long-term care premiums, Medicare Part B, Medicare Part D, Medicare supplements and other prescription drug insurance premiums); and out-of-pocket expenses described as eligible by the Internal Revenue Service.

C. The RHS plan will be funded by severance pay as follows:

1. 50% of eligible severance pay for sick leave and deferred sick leave would be deposited into the RHS plan if the employee is age 50 or above at the time of separation from service. The remaining 50% of eligible severance pay for sick leave and deferred sick leave would not go into the RHS and would be cashed out at time of separation.
2. 50% of accrued annual leave and personal holidays would be deposited into the RHS plan if the employee's balance is at least 80 hours at the time of separation from service and the employee is at least age 50. If under 80 hours or under age 50, nothing would go in. The remaining 50% of accrued annual leave and personal holidays would not go into the RHS and would be cashed out at time of separation.
3. 50% of accrued vacation and personal holidays would be deposited into the RHS plan if the employee is at least age 50 and their vacation balance is at least 80 hours at the time of separation from service. If under 80 hours or age 50, nothing would go in. The remaining 50% of accrued vacation and personal holidays would not go into the RHS and would be cashed out at the time of separation.

D. The RHS plan will be funded with annual deposits as follows:

1. Employees who are eligible for annual leave and are at least age 50, will have the cash value of 16 hours of annual accrued but unused annual leave deposited into the RHS plan if the annual leave balance is at least 240 hours on the last payroll in December. In addition, there would be an annual deposit of the cash value of all hours over 300 hours - as of the last payroll in December. (Under the first part of this provision, if an employee uses all of their annual accrual in a particular year, nothing will go into the plan that year. If they use all but 10 hours, the 10 would go in.)
2. Employees that have a vacation balance of 160 or more hours on the last payroll in December, and are at least age 45, will have the cash value of 16 hours of annual accrued but unused vacation deposited into the RHS plan. In addition, employees of any age will have the cash value of all vacation hours in excess of the carryover limit (1.5 times annual accrual) deposited into the RHS plan. (If an employee uses all the vacation they earn that year or their balance did not exceed the carryover limit, nothing would go in.)
3. All employees will have the cash value of all personal holiday hours unused as of December 31 deposited into the RHS plan.

ARTICLE 25: CLOTHING AND EQUIPMENT

- 25.1 The job classification of Police Commander and Police Lieutenant will receive clothing and equipment consistent with that allowed in the LELS (Local 173) Sergeants contract currently in effect.
- 25.2 Fire Department employees will receive clothing and equipment consistent with that allowed in the IAFF (Local 4470 - O) contract currently in effect.
- 25.3 The positions of Street Maintenance Superintendent and Sanitary Sewer/Fleet Management Superintendent have one of the following two options:

- Receive an allowance of \$350 per year to purchase clothing/uniforms.
Employer to provide clothing/uniforms.

25.4 The positions of Street Maintenance Superintendent and Sanitary Sewer/Fleet Management Superintendent shall receive up to \$300 annually toward the cost of safety-toed boots

ARTICLE 26: TRAVEL AND MEAL ALLOWANCE

26.1 Mileage - The EMPLOYER agrees to pay mileage reimbursement at the current Internal Revenue Service (rate to Employees required by the EMPLOYER to use their private vehicles for official City business, excluding Employees who receive a mileage allowance.

26.2 Mileage Allowances – Mileage allowances of \$200 per month shall be provided to: Public Works Director, Parks & Recreation Director, Environment & Economic Development Director, and IT Director. The City does not reimburse or pay mileage allowances for portal-to-portal travel (home to work and back home again).

26.3 Take Home Vehicles – Vehicles are provided to Employees to assist in conducting City business. Use of City-owned property and vehicles outside work hours will be allowed only in situations where such use constitutes a benefit to the City, including personal use incidental to the use of the vehicle for City business. Use of take-home vehicles for driving to and from work or work-related meetings or training on off-duty hours is permitted. Employees with take home vehicles must have sufficient equipment in the vehicle to respond to a call whenever their vehicles are used. Currently, the only Employees outside of the Police and Fire Departments with take home vehicles the Street Maintenance Superintendent and the Sanitary Sewer/Fleet Mgmt./Parks Superintendent.

26.4 Meals –

Expenses for meals, including sales tax and gratuity, will be reimbursed according to the following limits and procedures.

No reimbursement will be made for alcoholic beverages. All meal reimbursements require a detailed receipt. Full reimbursements, over the maximums specified, will be authorized for all employees if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

If a detailed receipt is not provided, reimbursement will default to the per diem meal and incidental expenses as set forth in the annual General Services Administration Meals and Incidentals Expenses Table located on the internet at www.gsa.gov/mie.

Seventy five percent of the per diem is allowed for travel days as set forth in that table. If less than three meals are purchased, deductions to the per diem or the meal allowance maximum will be made in the amounts as set forth in that table. If a meal is provided as part of the training, seminar, conference or other event being attended, no additional reimbursement will be allowed.

Gratuity is limited to 15% of the bill. Any gratuity higher than 15% is not reimbursable and is the employee's responsibility.

ARTICLE 27: PERSONNEL FILE

27.1 A copy of any material to be placed in an Employee's personnel file during the term of this Agreement shall be provided to said employee.

27.2 Material related to a disciplinary action against an employee will be removed from the Employee's personnel file based on the following criteria:

- Oral reprimands, at the request of the Employee, shall be removed from the Employee's personnel file after one year, provided the Employee is not involved in a progressive discipline action.
- Written reprimands and suspension notices shall be removed from the Employee's personnel file after five years, provided the Employee is not involved in a progressive discipline action and no further disciplinary action has been taken.

27.3 Demotion references will be removed from the Employee's personnel file after five years.

ARTICLE 28: LEGAL DEFENSE

Any Employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under direct order of his/her supervisor, shall be reimbursed for reasonable attorney's fees and Court costs actually incurred by such Employee in defending against such charge. Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of Employee judgmental decision outside the scope of their employment may not receive legal defense by the City.

ARTICLE 29: REQUIRED LICENSES

The City agrees to pay for licenses and certifications and renewal of same that are required by law or the City, except driver licenses.

ARTICLE 30: WAGE SCHEDULE

30.1 Wage Adjustment:

Employees shall receive the following Wage Adjustment

- ~~A 3% base pay increase on January 1, 2022. one-time, non-base lump sum payment on July 1, 2021 equal to the greater of 2% of base pay on July 1, 2021; or \$2,000.00.~~

30.2 Deferred Compensation: The Employer will contribute to each full-time Employee an amount equal to three and one quarter percent (3.25%) of their regular salary so long as the Employee contributes a matching amount of the regular salary to be deposited into an approved deferred compensation plan. The following positions shall be grandfathered to higher percentages as follows:

- ~~Police Commander (Kvam), Fire Chief~~
- ~~Police Commander (Shortreed), Public Works Director = 3.50% Public Works Director = 3.50%~~

- In the event that any of these positions shall become vacant, the deferred compensation for the newly hired Employee shall be reset to 3.25%
- In the event that any of the current Employees in the above listed positions are promoted or otherwise reclassified to a new position that is not part of a demotion or disciplinary action, said Employee shall remain at the current deferred compensation level as listed above.

If the percentage amount for an Employee as calculated above falls below \$150.00 per month then the Employee may contribute up to \$150.00 per month instead of the lower percentage amount for that Employee, and the Employer shall match such contribution. Regular part-time Employees who work (and are on payroll) twenty (20) or more hours per week will receive a pro-rated amount deposited into an approved deferred compensation plan under the same conditions a full-time employees.

30. 3 Incumbent Salary Ranges: EMPLOYER agrees to maintain the current salary ranges for all existing employees holding GROUP positions as of November 1, 2007 (except some positions have been increased pursuant to agreement between the parties to be equal to salaries to be paid to new hires or transfers). These salary ranges have been increased by 1% for the first six months of 2013 and these salary ranges have also been increased by 1% for the final six months of 2013 and have been increased 2% for 2014 for both the minimum and maximum salary for each position and shall be paid according to the attached salary ranges set forth and incorporated herein at column 1 of Appendices A & B. *See Appendices A & B—Column 1 - Current Incumbents Salary Ranges.*
30. 4 New Hire/Transfers Salary Ranges: For new hires and for Employees transferred into the GROUP after November 1, 2007, EMPLOYER shall pay newly hire/transferred Employees as specified in column 2 of Appendices A & B attached hereto and incorporated herein. These salary ranges have been increased by 1% for the first six months of 2013 and these salary ranges have also been increased by 1% for the final six months of 2013 and have been increased 2% for 2014 for both the minimum and maximum salary for each position and shall be paid according to the attached salary ranges set forth and incorporated herein at column 2 of Appendices A & B. *See Appendices A & B—Column 2 - New Hires and Transferred Employees.*
30. 5 Anniversary Increases/Performance Reviews: Employees (current incumbents and new hires/transferred) are eligible for an increase in pay on their anniversary date, provided they are not already at the maximum salary for their pay range. Movement within the ranges is based on time in the position and performance. It is the employee's responsibility to direct a request/justification for an anniversary increase in writing to his/her supervisor, or Department Head, if applicable. Anniversary increases shall be granted at the Department Head's or, if for a Department Head, the City Manager's discretion/approval.

The following is a chart for parameters for determining pay increases if the employee is considered fully satisfactory.

<u>If current salary is:</u>	<u>Increase can be:</u>
Bottom of Range:	Up to 5%
25% - 50% of Range:	Up to 4.5%
50% - 75% of Range:	Up to 4%
Top 25% of Range:	Up to 3.5%

If an Employee receives a performance rating of Does Not Meet Expectations on any of the performance competencies their step movement will be delayed until such time as

they have received two consecutive satisfactory performance reviews. These will be completed by the Supervisor on a quarterly basis. Once a delayed increase is provided, the new eligibility date for pay increases for that Employee will change to the date the delayed increase went into effect.

Employees will normally be hired at the minimum pay. Exceptions can be approved by the City Manager based on qualifications and experience. Employees who are promoted will move to a pay rate, which gives them at least a 3% increase over their pre-promoted pay rate, subject to limitations of the salary range maximum.

ARTICLE 31: SAFETY

31.1 Joint Safety

The Employer and the Bargaining Group agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage Employees to work in a safe manner.

31.2 Safety Committee

The Bargaining Group shall designate an employee and at least one alternate to serve on the City Labor Management Safety Committee.

ARTICLE 32: WAIVER

32.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this agreement, are hereby superseded.

32.2: The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement.

32.3: The Employer and the Collective Bargaining Group agree that the parties have now had the opportunity to fully negotiate the terms and conditions of employment as provided for pursuant to the Minnesota Public Employment Labor Relations Act. Thus, each voluntarily and unqualifiedly waives the right to meet and negotiate further during the term of this Agreement regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 33: SAVINGS CLAUSE

This agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this agreement shall be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 34: DURATION

This AGREEMENT shall be effective as of January 1, 20~~22~~⁴⁹, and shall remain in full force and effect through the thirty-first (31st) day of December 20~~29~~.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the _____ day of _____, 20____.

FOR THE CITY:

Mayor

City Manager

Assistant City Manager/ Director of HR

FOR THE GROUP:

President

Vice President

Secretary

APPENDIX A

**CONFIDENTIAL & SUPERVISORY GROUP
ANNUAL SALARY RANGES FOR JOB CLASSIFICATIONS
~~2024~~2022**

3.0% increase will be updated by finance upon council approval

	1/1/2024			
	Incumbents		New Hires/Transferred after 11/1/07	
	Minimum	Maximum	Minimum	Maximum
Assistant City Engineer			87,707	113,636
Administrative Services/Performance Measurement			70,017	85,724
Assistant Finance Director			87,788	116,315
Assistant Fire Chief of Operations			100,510	123,923
Fire & EMS Chief			102,851	137,192
Communications Manager			85,347	109,301
Community Development Director			116,612	145,489
Community Risk Reduction Coordinator			83,501	109,214
Human Resource Coordinator	70,947	94,186	69,964	92,878
IT Director	89,148	117,685	87,194	115,060
IT Technician			55,403	73,287
Payroll Coordinator			59,758	79,849
Payroll Technician/Administrative Assistant			54,328	72,589
Police Commander			115,561	128,903
Police Lieutenant			105,136	123,232
Public Works Director/City Engineer			121,424	150,482
Sanitary Sewer/Fleet Mgmt. Superintendent			91,865	115,205
Street/Storm Sewer/Building Maintenance Superintendent			94,127	117,456
Systems/Network Engineer			80,008	96,407
Wellness Coordinator/HR Assistant			56,716	72,422

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APPENDIX B**ANNUAL LEAVE PROGRAM**

- A. It is the policy of the City of Maplewood to provide paid time away from work to eligible employees. This policy is implemented by means of the Annual Leave Program, which covers all paid leave previously available under the City's vacation and sick leave benefits. The Annual Leave Program does not include designated or personal holidays, funeral leave, military leave or court leave. With the adoption of this program, the City firmly accepts and endorses the principles of consistency, flexibility, personal responsibility, and the recognition of years of service.

The traditional paid vacation and sick leave programs have been in place for many years. These programs are highly structured with extensive rules applied to their use. These rules may not provide the best "fit" for the circumstances of individual employees and their immediate and extended families. As of May 5, 2001, the Annual Leave Program replaced individual vacation and sick leave plans and combined them into a single benefit program. Annual leave is provided to all employees hired on or after that date. Employees hired prior to May 5, 2001 had the option to convert to annual leave or remain in the sick leave and vacation plans.

- B. Employees accrue annual leave based on length of service with the City. This means that employees all receive the same amount of paid time off, regardless of their personal or family situation. Plan provisions discourage unnecessary utilization by providing cash and savings incentives.

Any sick leave or vacation time that an employee may have used under the Family and Medical Leave or Parenting Leave policies will become annual leave. The legal requirements of the time off and continuation of insurance contributions under those laws remain unchanged. (This means the City will contribute the same amounts toward health and dental insurance premiums while employees are on family and medical leave as they do under the vacation and sick leave programs.)

Annual leave can be used for any reason, subject only to necessary request and approval procedures consistent with policy and labor contracts. As with all paid time off programs, we need to ensure that service to the public and work requirements are not adversely impacted.

- C. Medical Certification - Good attendance is an essential job function for all City employees. If unplanned absences are excessive, a doctor's certificate may still be required. It shall state the nature and duration of the illness or injury and verify that the employee is unable to perform the duties and responsibilities of their position. A statement attesting to the employee's ability to return to work and perform the essential functions of the job and a description of any work restrictions may also be required before the employee returns to work. (If an unplanned absence is not viewed as a problem by the employee's supervisor, a doctor's statement will not be required.)

- D. Accrual Rates -

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
1 - 4 Years	19 days
5 - 11 Years	24 days
	25

12 - 20 Years	29 days
After 20 Years	34 days

Annual leave shall not accrue during unpaid leaves. Effective January 1, 2003, regular part-time employees hired into a position that is 20 or more hours per week, shall accrue annual leave on a prorated basis based on regular hours worked. Employees who were already in regular part-time positions of at least 15 hours per week prior to January 1, 2003 shall remain eligible for pro-rated annual leave.

Annual leave will accrue on a pay-period basis (as vacation and sick leave do) for up to 62 days. Employees can carry over up to their full balance as long as the total balance never exceeds the 62-day cap. No additional accrual will occur above the cap.

- E. Sick Leave Balances: Deferred Sick Leave - Employees hired prior to May 5, 2001, who had accrued sick leave and who elected to participate in the annual leave program retained their sick leave balance to be used as "deferred sick leave" until the balance was exhausted. Deferred sick leave can be used for any doctor-certified extended leave that would have been covered under the previous sick leave policy in effect prior to adoption of the policy. An extended leave for purposes of this policy is defined as one requiring an employee to be out of work for two (2) or more consecutive days.

If an employee knows they will be out for two (2) or more consecutive days before the absence, they will be eligible to use the deferred sick leave bank from the first day. For example, if an employee has a scheduled surgery where they know—in advance—they will be out for two (2) weeks, the employee will be able to use hours from their deferred sick leave bank starting on the first day of the absence. If an employee is out and expects to return within two (2) days, they will use annual leave. If the medical condition extends beyond the two (2) days, the deferred sick leave bank will be applied retroactively and any annual leave used will be restored to the annual leave balance.

Once the deferred sick leave bank is exhausted, employees will use annual leave for all absences covered by the annual leave program - up to the point that disability insurance coverage goes into effect. Any deferred sick leave balance remaining when an employee leaves City service will expire unless the employee would have been eligible for sick leave as severance pay prior to electing annual leave (see Severance Pay).

- F. Vacation Balances - Unused vacation balances were converted to annual leave on a one-for-one basis for employees who converted from vacation/sick leave to annual leave.
- G. Banked Personal Holiday Hours - Employees who had banked personal holiday hours that were earned and unused prior to March, 1984 had the option to cash them out at their current hourly rate during the open window period or to retain them.
- H. Short-Term Disability Insurance - The City adopted an optional short-term disability insurance program effective October 1, 2001. The cost of this coverage will be paid by the employee, if the employee elects coverage. For employees who elect this coverage, the benefits will begin after an employee is out for thirty (30) calendar days.

The City also has a long-term disability program in place where benefits begin at ninety (90) calendar days. Short-term disability benefits cover the period from thirty (30) calendar days to ninety (90) calendar days. Employees who have deferred sick leave may use sick leave hours from the deferred sick leave bank to make up the difference between pay provided by short- and long-term disability insurance payments and their regular take-home pay.

- I. Severance Pay - Under the current vacation and sick leave programs, employees are

eligible for 100% of their vacation and personal holiday balance when they leave City employment. Some employees are also eligible for 50% of their sick leave balance when they leave. Eligibility for sick leave as severance varies by group with different maximum payouts depending on the group. For some groups there are different severance pay benefits dependent upon an employee's start date.

Employees who were hired before May 5, 2001, who are now on the annual leave program, will retain their eligibility for sick leave as severance (using the remaining deferred sick leave balance) under the same conditions as were in place before they elected annual leave.

For example, if an employee was eligible for 50% of their sick leave balance - up to a cap of fifty (50) days - prior to electing annual leave, they will be eligible for 50% of their deferred sick leave balance up to fifty (50) days when they leave City service.

All employees who have annual leave will be eligible for 100% of their annual leave balance when they leave City service. They may receive this as cash or deferred compensation (subject to IRS regulations).

- J. Unpaid Leave - Unpaid leaves may be approved in accordance with the City Personnel Policies. Employees must normally use all accrued annual leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave, the employee may retain a balance of forty (40) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the City Manager.
- K. Sick Leave Conversion - There are various sick leave conversion programs in existence which cover different employee groups. Some programs vary within a particular group based on hire date. Employees who have annual leave will be able to convert some hours to cash or deferred compensation as described below. Employees who remained with the vacation and sick leave program may continue to convert sick leave and/or vacation based on programs they were eligible for prior to the adoption of annual leave (May 5, 2001).
- L. Annual Leave Conversion - Annual leave will be eligible for conversion to cash or deferred compensation (subject to IRS maximum deferral regulations) annually on a one-for-one basis subject to the following conditions. Up to 40% of the annual leave balance, not to exceed forty (40) hours, may be converted each year provided the employee has used a minimum of 30% of their annual accrual during the current calendar year and has a minimum balance of at least 176 hours. The minimum balance requirement will be determined as of the first payroll in December and will be based on the employee's current hourly rate on December 1.

Conversion to cash or deferred compensation will occur in the second payroll of the following year with specific dates to be determined by the Finance Department each year. Finance will notify all employees who have annual leave in November of each year as to the dates and conversion options. The conversion will be part of regular payroll and will not be paid in a separate check. Regular rate for the purpose of this policy is the employee's straight time rate not including overtime, pay differentials, out-of-class adjustments or any other additions to regular pay.

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LABOR AGREEMENT

BETWEEN

THE CITY OF MAPLEWOOD

AND

THE METRO SUPERVISORY GROUP

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement entered into as of January 1, 2024 between the City of Maplewood, Minnesota, Municipal Corporation, hereinafter called "Employer" and /or "City", and Metro Supervisory GROUP hereinafter called the "Collective Bargaining Group" and/or "Group." It is the intent and purpose of this agreement to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the equitable and peaceful resolution of disputes concerning this agreements interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this agreement.

The Employer and the Collective Bargaining Group through this agreement, continue their dedication to the highest quality public service. Both Parties recognize this agreement as a pledge of this dedication.

ARTICLE 2: RECOGNITION

The Employer recognizes the GROUP as the exclusive representative under Minnesota Statutes, Section 179A.03 Subd. 8 as an appropriate bargaining unit consisting of those who supervise other Maplewood employees; except for those supervisors who report directly to the City Manager.

ARTICLE 3: DEFINITIONS

- 3.1 Metropolitan Supervisory GROUP (GROUP)
- 3.2 Employer - The City of Maplewood, Minnesota.
- 3.3 Employee - A member of the exclusively recognized bargaining GROUP as set forth in Article 2 of this Agreement employed by the City of Maplewood.
- 3.4 Base Pay Rate - Employee's hourly pay rate exclusive of longevity pay or any other special allowances.
- 3.5 Seniority - Employee's length of continuous service with the Employer.
- 3.6 Severance Pay - Payment made to an Employee upon termination of employment as provided in Article 19.7.
- 3.7 Grievance - A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

- 3.8 Regular Full-Time Employee - An Employee who is holding a position with the City of Maplewood, that is not temporary or seasonal in nature and is expected to work at least forty (40) hours per week.
- 3.9 Regular Part-Time Employee- An Employee who regularly works more than fourteen (14) hours per week, but less than forty (40) hours per week, year-round in an on-going position. The Employee receive a prorated portion of city provided benefits.
- 3.10 Job Class Seniority – Employee's length of continuous service in a job classification.
- 3.11 Exempt - Not covered by the federal and state Fair Labor Standards Act overtime requirements.
- 3.12 Non-Exempt - Covered by the federal and state Fair Labor Standards Act overtime requirements.

ARTICLE 4: GROUP SECURITY

In recognition of the GROUP as the exclusive representative, the Employer shall:

- 4.1 Group Stewards. The GROUP may designate certain Employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 4.2 Initiation Fees. Deduct an amount sufficient per pay period to provide the payment of initiation fees established by the GROUP from the wages of all Employees who have authorized in writing such deduction.
- 4.3 Fair Share Fees. Deduct fair share fees in accordance with Minnesota Statutes, Section 179A.06, Subd. 3 and remit such deduction, with an itemized statement, to the appropriate designated officer of the GROUP within ten (10) days following said deduction.
- 4.4 GROUP Dues. Deduct, each payroll period, an amount sufficient to provide the payment of dues established by the GROUP from the wages of all Employees who have authorized such deduction. Remit such deduction with an itemized statement to the appropriate designated officer of the GROUP within ten days following said deduction.
- 4.5 Bulletin Board. Furnish and maintain one (1) bulletin board in a convenient place which may be used by the GROUP for posting of proper notices and bulletins at each location where Employees are regularly scheduled.
- 4.6 Release time for negotiations and grievances (mediation/arbitration). During each round of negotiations and grievance situations involving mediation/arbitration, two stewards will be allowed to meet with City representatives for the purpose of conducting GROUP business as provided by State Statute. During the course of the stewards normal work day, the Employer agrees to allow reasonable time away from their work duties, without loss of pay. Stewards, however, are not eligible for pay when they are off-duty and/or are on an approved leave.

- 4.7 The GROUP agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

ARTICLE 5: EMPLOYER SECURITY

The GROUP agrees that during the term of this Agreement the GROUP will not cause, encourage, participate in or support any strike, intentional slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 6: EMPLOYER AUTHORITY

- 6.1 The Employer retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend policies, procedures and budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this agreement.
- 6.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 7: WORK SCHEDULES

- 7.1 Normal Workday/Work Week. The sole authority for determining work schedules is the Employer. The Employee, with the approval of the supervisor, may work a flexible schedule. The normal workday for a non-exempt Employee shall be eight (8) hours; normal hours that Employer offices are open for business are 8:00 a.m. to 4:30 p.m.; and the normal workweek shall be forty (40) hours Monday through Friday.
- 7.2 Regular Shifts. Service to the public may require the establishment of regular shifts other than the normal work day or work week. The Employer will give advance notice to Employees affected by the establishment of workdays different from the Employee's normal workday.
- 7.3 Unusual Work Circumstances. In the event that work is required because of unusual circumstances such as, but not limited to, fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an Employee working other than the normal workday be scheduled to work more than eight (8) hours; however, each Employee has an obligation to work overtime or call-backs, if requested, unless unusual circumstances prevent him/her from so working.
- 7.4 Service to the public may require the establishment of regular workweeks that include work on Saturdays and/or Sundays.
- 7.5 Any permanent changes in the work schedule should be preceded with a four (4) week notice to the affected Employees.

- 7.6 Out-of-Class Assignment. Any Employee working an out-of-class assignment for four (4) hours or more shall be paid at a rate within the higher job classification, but in no case shall the Employee receive less than 5% per hour additional. For the purposes of this Article, an out-of-class assignment is defined as an assignment of an Employee to perform the significant duties and responsibilities of a position different from the Employee's regular position, and which is in a higher classification within the bargaining unit. Also for purposes of this Article, Employees will be paid at the higher rate only for the hours worked at the higher rate.
- 7.7 Exempt Employees. Employees are normally required to work the number of hours necessary to fulfill their responsibilities including evening meeting and/or on-call hours. The normal hours of business are Monday through Friday, 8 a.m. to 4:30 p.m. Exempt employees are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day. Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in extra hours above and beyond the normal 8 a.m. to 4:30 p.m. Monday through Friday requirement. All exempt positions may also require work beyond forty (40) hours per week. In recognition for working extra hours, these Employees may take time off during their normal working hours with supervisory approval.

ARTICLE 8: MEAL AND REST PERIODS

An Employee may take an unpaid one (1) hour meal period and two (2) fifteen (15) minute rest periods (with pay) during a normal workday at times determined by the Employer. Rest periods shall be taken at the site of working operations.

ARTICLE 9: PROBATIONARY PERIODS

- 9.1 All newly hired or rehired Employees will serve a one (1) year probationary period. At any time during the probationary period a newly hired or re-hired Employee may be terminated at the sole discretion of the Employer.
- 9.2 All Employees promoted or transferred will serve a six (6) month probationary period in any job classification in which the Employee has not served a probationary period. At any time during the probationary period a promoted or reassigned Employee may be reassigned to the Employee's previous position at the sole discretion of the Employer.
- 9.3 At any time during the first thirty (30) calendar days of the probationary period a promoted Employee may be reassigned to the Employee's previous position at the discretion of the Employer.

ARTICLE 10: SENIORITY

- 10.1 In the event it becomes necessary to lay off Employees for any reason, Employees within a given job classification shall be laid off in inverse order of their job class seniority in the following order:

- a. Probationary part-time Employees
- b. Probationary full-time Employees
- c. Regular part-time Employees
- d. Regular full-time Employees

- 10.2 Employees shall be recalled from layoff according to their job classification seniority. No new Employee shall be hired for a job classification for which a layoff has occurred until all Employees on layoff status within that job classification have been given ample opportunity to return to work within eighteen (18) months of said layoff. The Employer will notify Employees on layoff to return to work by registered mail, at that Employee's last recorded address. The Employee must return to work within three (3) weeks of receipt of this notice to be eligible for re-employment.
- 10.3 Employees promoted or transferred outside the bargaining unit shall maintain their job classification seniority in the unit for thirty (30) days.
- 10.4 The Employer agrees to provide the GROUP, upon request, a seniority list not more than four (4) times per year.
- 10.5 For purposes of seniority, an Employee's continuous service record shall be interrupted through voluntary resignation, discharge for just cause and retirement.

ARTICLE 11: JOB POSTING

- 11.1 The Employer and the GROUP agree that regular job vacancies or newly created job classifications within the designated bargaining unit shall be filled based on the concept of promotion from within, provided applicants:
- a. meet the qualifications of the job; and
 - b. can perform the duties and responsibilities of the job.
- 11.2 The Employer has the right of final decision in the selection of Employees to fill jobs based on qualifications, abilities and experience.
- 11.3 Job vacancies within the designated bargaining unit will be posted for ten (10) working days so members of the bargaining unit can be given first consideration for such vacancies.

ARTICLE 12: DISCIPLINE

- 12.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand;
 - b) written reprimand;

- c) suspension;
- d) demotion; or
- e) discharge.

- 12.2 All forms of discipline referenced in Article 12.1 will be provided to the employee in written form.

ARTICLE 13: GRIEVANCE PROCEDURE/ARBITRATION

- 13.1 It is recognized and accepted by the GROUP and the Employer that processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employer duties and responsibilities. The aggrieved Employee and the GROUP representative shall be allowed a reasonable amount of time, without loss in pay, when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the GROUP representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. The designated supervisor shall schedule an approved absence within five (5) workdays after the request for an absence has been requested.

- 13.2 Any grievance or dispute between the parties relative to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1. The GROUP steward, with or without the Employee, shall present the grievance or dispute to the Employee's immediate supervisor within twenty-one (21) calendar days after such alleged violation has occurred; except in cases of discharge which must have a written grievance filed within five (5) working days after discharge of the Employee. The supervisor shall attempt to resolve the matter and shall respond to the steward within seven (7) calendar days.

Step 2. If the grievance has not been settled in accordance with Step 1, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, by the GROUP steward or his/her designee to the proper supervisor within fourteen (14) calendar days after the supervisor's response is due. The supervisor or his/her designee will respond to the GROUP steward in writing within seven (7) calendar days.

Step 3. If the grievance has not been settled in accordance with Step 2, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, by the GROUP steward or his/her designee and GROUP business representative to the City Manager within fourteen (14) days after the supervisor's response is due. The City Manager or his/her designee will respond to the GROUP steward in writing within seven (7) calendar days.

Step 4. If the grievance is still unsettled in accordance with Step 3, the GROUP may, within fourteen (14) calendar days after the City Manager's reply is due, give notice of its intention to submit the issue to arbitration by giving written notice,

setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, to the other party. The arbitration proceeding shall be conducted by an arbiter to be selected by the Employer and the GROUP within seven (7) calendar days after the GROUP requests such action. If the party fails to select an arbiter, the State Bureau of Mediation Services will be requested by either or both parties to provide a panel of seven (7) arbiters. Both the Employer and the GROUP shall have the right to strike three (3) names from the panel. The GROUP shall strike the first name, the other party shall strike one (1) name, the process will be repeated, and the remaining person shall be the arbiter. The decision of the arbiter shall be final and binding on the parties, and the arbiter shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. Expenses for the arbiter's services and proceedings shall be borne equally by the Employer and the GROUP.

However, each party shall be responsible for compensation of its own representative and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and to the arbiters.

- 13.3 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the GROUP may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the GROUP without prejudice to either party.

- 13.4 Arbitrator's Authority -
The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the GROUP, and shall have no authority to make a decision on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws.

ARTICLE 14: ANNUAL LEAVE

- 14.1 The Employer and GROUP hereby incorporate the Annual Leave Program as adopted by the City Council on February 12, 2001, and as amended on September 23, 2002, into this Agreement. (See Appendix C)
- 14.2 All Employees, will accrue annual leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
-------------------------	-----------------------------

1 st through 4th years of service	19 days (152 hours per year)
5 th through 11th years of service	24 days (192 hours per year)
12 th through 20th years of service	29 days (232 hours per year)
After 20 years of service	34 days (272 hours per year)

- 14.3 Annual leave will accrue on a pay-period basis for up to sixty-two (62) days. Employees can carry over up to their full balance of accrued annual leave as long as the total balance never exceeds the sixty-two (62)-day cap. No additional accrual will occur above the cap.

ARTICLE 15: HOLIDAYS

- 15.1 Regular full-time Employees shall be compensated for a full eight (8) hour day pro-rated for regular part-time Employees who work (and are on payroll) twenty (20) or more hours per week if the Employee is employed during any of the following ten (10) holidays:

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Years Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
<u>June 19</u>	<u>Juneteenth</u>
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas Day

- 15.2 Holiday Pay. Exempt Employees shall receive time off at their regular rate of pay for all hours (up to eight (8) hours) worked on a holiday, in addition to the compensation provided in section 15.1. These hours will be recorded on their timesheet and can be used as time off anytime that calendar year. If the hours earned are not used by the end of the year, they will be rescinded.

When holidays fall on a Saturday or Sunday, the Employer shall designate the preceding Friday or following Monday as the "observed" holiday for Employer operations/facilities that are closed on holidays. Time off for working on a holiday, as provided above, shall be for hours worked on the "actual" holiday not for the "observed" holiday.

- 15.3 Personal Holidays. In addition to the holidays listed in 15.1, employees shall receive twenty hours (20) personal holidays per year. Personal holidays shall be pro-rated for regular part-time Employees who work (or are on payroll) twenty (20) or more hours per week. The date of such personal holiday shall be approved by the Employer. The hours must be used during the year and will not carry over to the next year. Any unused hours as of December 31st will be converted to the employee's Retiree Health Savings Plan.

ARTICLE 16: (RESERVED)

ARTICLE 17: LEAVES OF ABSENCE

The Employer agrees to provide regular full-time and regular part-time Employees the following leaves of absence with reasonable written notice from the Employee:

- 17.1 Military Leave. Military leave with pay for reserve training, not to exceed fifteen (15) working days per year, when ordered by the appropriate authorities. Military leave in excess of fifteen working days shall be awarded in accordance with State and Federal law.
- 17.2 Jury Duty Leave. Jury duty leave, when such leave has been ordered by the appropriate authorities. The Employer agrees to pay the difference between the Employee's regular salary and jury duty pay, minus mileage, meal or expense reimbursement, if the jury duty pay is less than the Employee's regular salary. If the jury is dismissed more than two (2) hours prior to the end of the Employee's regularly scheduled shift, the Employee shall report to work. Employees must notify the City as soon as possible after receiving notification of their order to serve.
- 17.3 Educational Leave. Educational leaves, with pay, for work-related conferences and seminars, which occur during regular working hours, when attendance is approved by the Employer. The Employer further agrees to pay reasonable costs related to the above types of educational leave.
- 17.4 Funeral/Bereavement Leave. A maximum of three (3) normal workdays of funeral/bereavement leave, with pay, shall be extended to a regular full-time Employee upon the death of their spouse or another member of the immediate family of said Employee or his/her spouse (i.e. children, sons-in-law, daughters-in-law, grandchildren, parents, grandparents, brothers, sisters, legal guardian or individuals who are under an Employee's or spouse's legal guardianship) for attendance at the funeral or other demonstrated need in relation thereto. The actual time off, and the number of hours of funeral leave approved, will be determined by the supervisor depending on the individual arrangements to be made, distance to the funeral, etc. Funeral leave provided in accordance with this article will be pro-rated for part-time Employees.

ARTICLE 18: INJURY ON DUTY

Employees injured in or contracting illness from actual service and thereby rendered incapable of performing their duty shall receive no more than their regular take-home pay during the period of incapacity without loss of sick leave for a period not exceeding ninety (90) working days per injury subject to the following conditions:

- a) In order to receive the benefits of this section for a period exceeding seven (7) days said injury or illness must be determined to be eligible under worker's compensation.
- b) In order to be eligible for the benefits of this section for a period of seven (7) days or less, the Employer must determine that the injury is "on-the-job" in nature.

- c) In order to be eligible for the benefits of this section, a written report of such injury must be made within twenty-four (24) hours of said injury to the Employer.
- d) If an Employee takes advantage of this section, all salary related benefit income (such as worker's compensation, disability benefits, etc.) must be turned over to the Employer.
- e) Benefits of this section shall assure the Employee of their regular pay only and shall not include allowances for overtime or other pay.
- f) The recipient of the benefits of this section must submit proof that reasonable efforts have been made to secure all salary related injury benefits available.
- g) The Employer may require a reasonable number of physical examinations by the City's Physician at reasonable times at City expense.
- h) The City's Physician shall determine when the Employee is able to return to work.
- i) This section does not apply in the case of death of an Employee, on duty or otherwise.
- j) The base pay of an Employee will continue until the "on-the-job" status of an injury has been determined, if said injury appears to be "on-the-job." However, if it is found that the injury is not job related, the time off will be credited to sick leave, vacation time, compensatory time off or, if none of these are adequate, deducted from future pay of the Employee.
 - a. In the event vacation time is used, upon the return to work of the Employee, fifty percent (50%) of future sick leave accrual may be transferred to vacation time, until such time as the accrued vacation time reaches the level it was before time off was credited to vacation time.
- k) Time available under this section shall not be considered as sick leave and shall not be included in accrued sick leave at the time of termination of employment.
- l) This section shall not be applicable if such job related injury is due to intentional negligence on the part of the Employee so injured.

ARTICLE 19: INSURANCE

2019 Health Care Costs/Contributions

- 19.1 Health Insurance – For all full-time employees hired prior to January 1, 2013, the employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for either the Medica Elect or Medica Choice plans. The Employer shall contribute towards the cost for insurance as follows:
- a. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 - i. The term actively participated shall be as determined by the Labor-Management Wellness Committee.

- b. \$1,900 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage in either the Medica Elect Plan or Medica Choice plan.
 - c. \$3,200 annually into a HRA for those employees who elect family coverage in either the Medica Elect/Essential Plan or Medica Choice Plan.
 - d. The City shall make such deposits for single or family HRA contributions by way of pro-rata contributions. The City will also provide a funding option which shall be available to any employee who requires earlier funding of the City's contribution due to medical event(s). In such case, the Employee shall make a request for funding to the Human Resources Coordinator and shall provide documentation supporting such request. The City shall also make a resource person available on a regular basis to the Employees to assist them with paperwork and billing issues related to the HDHP.
 - e. As an incentive to participate in the Wellness Program, the City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave or 12 hours of vacation pay (for those employees still on the vacation sick plan) in lieu of receiving the contribution into the Employee's HRA.
- 19.2 For all employees hired on or after January 1, 2013, the following shall apply
- a. The employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for the Medica Elect plan. For any employee who chooses to participate in any other plan offered by the City, if any, the City will contribute an amount equal to the actual dollar amounts paid for single HDHP coverage towards the monthly premiums for other such plans for single coverage, and an amount equal to the actual dollar amounts paid for family HDHP coverage for families toward the monthly premiums for such plans for family coverage and the employee shall be responsible to pay any difference over and above such contributions. The Employer shall contribute towards the cost for insurance as follows:
 - i. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 - 1. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
 - ii. \$1,700 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage.
 - 1. For newly hired employees, who have successfully completed one year of employment, the contribution shall be \$1,800.
 - iii. \$2,700 annually into a HRA for those employees who elect family coverage.

1. For newly hired employees, who have successfully completed one year of employment, the contribution for family coverage shall be \$2,800.
- iv. The City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave in lieu of receiving the contribution into the Employee's HRA.

2020 Health Care Costs/Contributions

~~The Employer and the Union mutually agree to health insurance costs/contributions for 2022. The Employer and the Union mutually agree to re-open this contract in 2019 to negotiate health insurance costs/contributions. The re-opener is exclusive to Article 19. Should the parties fail to reach an agreement on the terms of Article 19 through good faith negotiations, the parties mutually agree to refer the issue to binding "final offer" interest arbitration.~~

The Employer and the Union further agrees to actively engage in labor-management discussions and planning with regard to future citywide health insurance offerings. It is the Employer's expectation that a global agreement with all affected bargaining units will be reached by the city's insurance committee.

In the event health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act and/or any other new federal legislation, the Union and the Employer will meet immediately to negotiate alternative provisions. Should the Affordable Care Act and/or any other new federal legislation cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will immediately meet and, upon written mutual agreement of the parties, negotiate alternative provisions.

Any changes that are presented at renewal will be discussed during the Labor-Management Committee process. These benefits apply to full-time Employees only.

In addition to the contribution for full-time Employees, the Employer will pay fifty-percent (50%) of the cost of the Employee (single) premium for HDHP for Regular Part Time Employees who work (and are on payroll) thirty (30) or more hours per week. These Employees are responsible for paying all costs beyond the aforementioned contribution by the Employer. Regular part-time Employees with this status may purchase dependent coverage at their own cost.

- 19.5 The Employer shall pay one-hundred percent (100%) of the cost of Employee (single) dental coverage for full-time Employees.
- 19.6 As permitted, the Employer shall provide an IRS-125 Plan that shall be used for the Employee's health and dental insurance premiums.

- 19.7 The Employer shall provide a life insurance policy for each full-time Employee with a benefit value equal to one-hundred percent (100%) of the Employee's regular annual salary, to a maximum of fifty thousand (\$50,000).
- 19.8 The Employer will provide, and pay for, long-term disability insurance for each Employee. Such long-term disability insurance shall be coordinated with other benefits provided in the contract. Employees are not eligible for vacation, sick leave, and annual leave accrual while receiving Long-Term Disability payments, except for those hours the Employee appears on the payroll using accrued leave. Coverage shall also be provided to regular part-time Employees who work (and are on payroll) twenty (20) or more hours per week.
- 19.9 The Employer agrees to provide optional, Employee-paid short-term disability insurance coverage for Employees on payroll twenty (20) or more hours per week.
- 19.10 The Employer agrees to provide a retiree health savings plan with the following specifications:
1. Benefits paid to the Employees will be limited to insurance premiums and out-of-pocket expenses determined eligible by the Internal Revenue Service.
 2. The Retiree Health Savings plan will be funded with annual deposits as follows:
 - a. Employees shall have the cash value of all vacation hours, in excess of the carryover limit (1.5 times annual accrual), deposited into the Retiree Health Savings plan. (If an Employee uses all of their earned vacation that year or their balance did not exceed the required carryover limit, no funds will be paid into the plan.)
 - b. All Employees will have the cash value of all personal holiday hours, unused as of December 31st deposited into their Retiree Health Savings plan.
 3. The Retiree Health Savings plan will be funded by the Employee's severance pay as follows:
 - a. Fifty percent (50%) of accrued annual leave (and personal holidays, if any balance remains) will be deposited into the Retiree Health Savings plan if the Employee is at least age fifty (50) and their annual leave balance is at least two-hundred (200) hours at the time of separation from service. If the Employee is under age fifty (50) or the annual leave balance is less than two hundred (200) hours, no funds will be paid into the plan.
 - b. Fifty percent (50%) of accrued vacation (and personal holidays, if any balance remains) will be deposited into the Retiree Health Savings plan if the Employee is at least age fifty (50) and their annual leave balance is at least two hundred (200) hours at the time of separation from service. If the Employee is under age fifty

(50) or the annual leave balance is less than two hundred (200) hours, no funds will be paid into the plan.

- c. Those Employees who qualify to fund the Retiree Health Savings plan with some or all of their accumulated sick leave will have deposited into the plan, at the time of separation from service, up to one-half (1/2) of any eligible accumulated sick leave, with a maximum allowance of fifty (50) days.

ARTICLE 20: UNIFORMS

The Employer will reimburse the Building Official up to three-hundred dollars \$300.00 per year toward the maintenance cost of safety-toed boots; and shall provide and maintain all uniforms required for work.

ARTICLE 21: TRAVEL AND MEAL ALLOWANCE

- 21.1 Excluding Employees who receive a mileage allowance, the Employer agrees to pay mileage reimbursement at the current Internal Revenue Service (IRS) approved rate to Employees, required by the Employer, to use their private vehicles for official business.
- 21.2 Expenses for meals, including sales tax and gratuity, will be reimbursed according to the following limits and procedures. No reimbursement will be made for alcoholic beverages. All meal reimbursements require a detailed receipt. Full reimbursements, over the maximums specified, will be authorized for all employees if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

If a detailed receipt is not provided, reimbursement will default to the per diem meal and incidental expenses as set forth in the annual General Services Administration Meals and Incidentals Expenses Table located on the internet at www.gsa.gov/mie.

Seventy five percent of the per diem is allowed for travel days as set forth in that table. If less than three meals are purchased, deductions to the per diem or the meal allowance maximum will be made in the amounts as set forth in that table. If a meal is provided as part of the training, seminar, conference or other event being attended, no additional reimbursement will be allowed.

Gratuity is limited to 15% of the bill. Any gratuity higher than 15% is not reimbursable and is the employees-~~responsibility~~responsibility.

ARTICLE 22: PERSONNEL FILE

- 22.1 A copy of any material to be placed in an Employee's personnel file during the term of this Agreement shall be provided to said employee.
- 22.2 Material related to a disciplinary action against an employee will be removed from the Employee's personnel file based on the following criteria:

- Oral reprimands, at the request of the Employee, shall be removed from the Employee's personnel file after one year, provided the Employee is not involved in a progressive discipline action.
- Written reprimands and suspension notices shall be removed from the Employee's personnel file after five years, provided the Employee is not involved in a progressive discipline action and no further disciplinary action has been taken.

22.3 Demotion references will be removed from the Employee's personnel file after five years.

ARTICLE 23: NONDISCRIMINATION

The provisions of this Agreement shall be applied to all Employees in the Bargaining Group without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, national origin or political affiliation.

The Bargaining Group and the Employer agree to meet and confer to discuss accommodations for "qualified" disabled Employees as the need arises, consistent with the intent of the Americans with Disabilities' Act.

ARTICLE 24: LEGAL DEFENSE

Any Employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under direct order of his/her supervisor, shall be reimbursed for reasonable attorney's fees and Court costs actually incurred by such Employee in defending against such charge.

ARTICLE 25: REQUIRED LICENSES

The City agrees to pay for licenses and certifications and renewal of same that are required by law or the City, except driver licenses.

ARTICLE 26: WAGE SCHEDULE

26.1 Wage Adjustment. A general wage increase shall be provided to all positions represented by the GROUP as follows:
Employees shall receive the following Wage Adjustment

- ~~A one-time, non-base lump sum payment on July 1, 2021 equal to the greater of 2% of base pay on July 1, 2021; or \$2,000.00. A 3% increase in base pay~~

Job Classification Ranges – (See Appendices A for 2021 hourly pay rates.)

The salary ranges have seven (7) steps. Employees will normally be hired at Step 1 of the pay range. Exceptions require approval by the City Manager. Employees who are promoted will move to a pay rate, which gives them an increase over their pre-promoted pay rate. Employee's actual salaries may fall between steps. Movement within the range is based on a combination of time in position and performance.

Anniversary Increases/Performance Reviews. Employees will be eligible for a step increase once per year on their anniversary date until they reach the top salary for their respective job classification.

If an Employee receives a performance rating of Does Not Meet Expectations on any of the performance competencies their step movement will be delayed until such time as they have received two consecutive satisfactory performance reviews. These will be completed by the Supervisor on a quarterly basis. Once a delayed increase is provided, the new eligibility date for pay increases for that Employee will change to the date the delayed increase went into effect.

Employees who did not receive a rating below satisfactory (good) will automatically receive a five percent increase on their anniversary – unless the five percent increase would bring them above the maximum for their pay range. Unless agreed to by the Employer and the Employee no employee can be paid more than the maximum for their pay ranges.

- 26.2 Deferred Compensation. In addition to the above pay rates, the Employer will contribute to each full-time Employee an amount equal to three and one quarter percent (3.25%) of their regular salary to be deposited into a deferred compensation account. Regular part-time Employees who work (and are on payroll) twenty (20) or more hours per week will receive a pro-rated amount deposited into a deferred compensation account under the same conditions as full-time Employees. In order to receive the contribution to deferred comp all employees must match the contribution from the City.

ARTICLE 27: SAFETY

27.1 Joint Safety

The Employer and the Bargaining Group agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage Employees to work in a safe manner.

27.2: Safety Committee

The Bargaining Group shall designate an employee and at least one alternate to serve on the City Labor Management Safety Committee.

ARTICLE 28: WAIVER

- 28.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this agreement, are hereby superseded.
- 28.2 The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement.
- 28.3 The Employer and the Collective Bargaining Group agree that the parties have now had the opportunity to fully negotiate the terms and conditions of employment as provided for pursuant to the Minnesota Public Employment Labor Relations Act. Thus, each voluntarily and unqualifiedly waives the right to meet and negotiate further during the term of this Agreement regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 29: SAVINGS CLAUSE

This agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this agreement shall be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 30: DURATION

This AGREEMENT shall be effective as of January 1, 2022~~4~~, and shall remain in full force and effect until the thirty-first (31st) day of December 2022~~4~~.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the

_____ day of _____, 2022~~4~~.

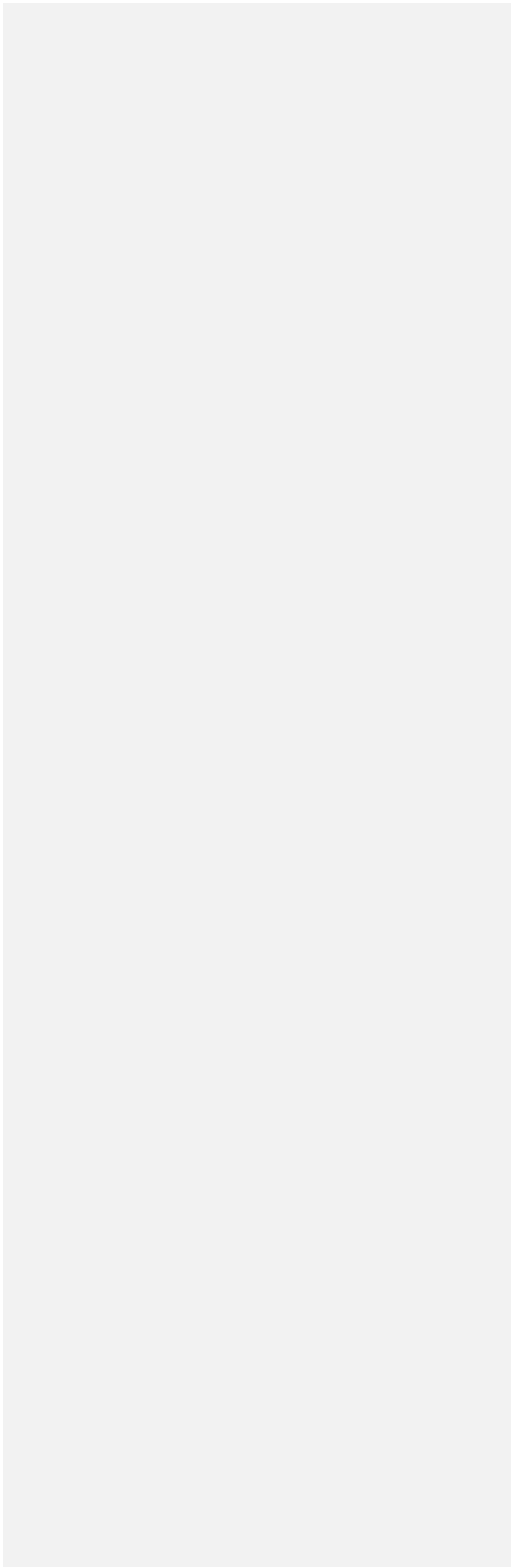
FOR THE CITY:

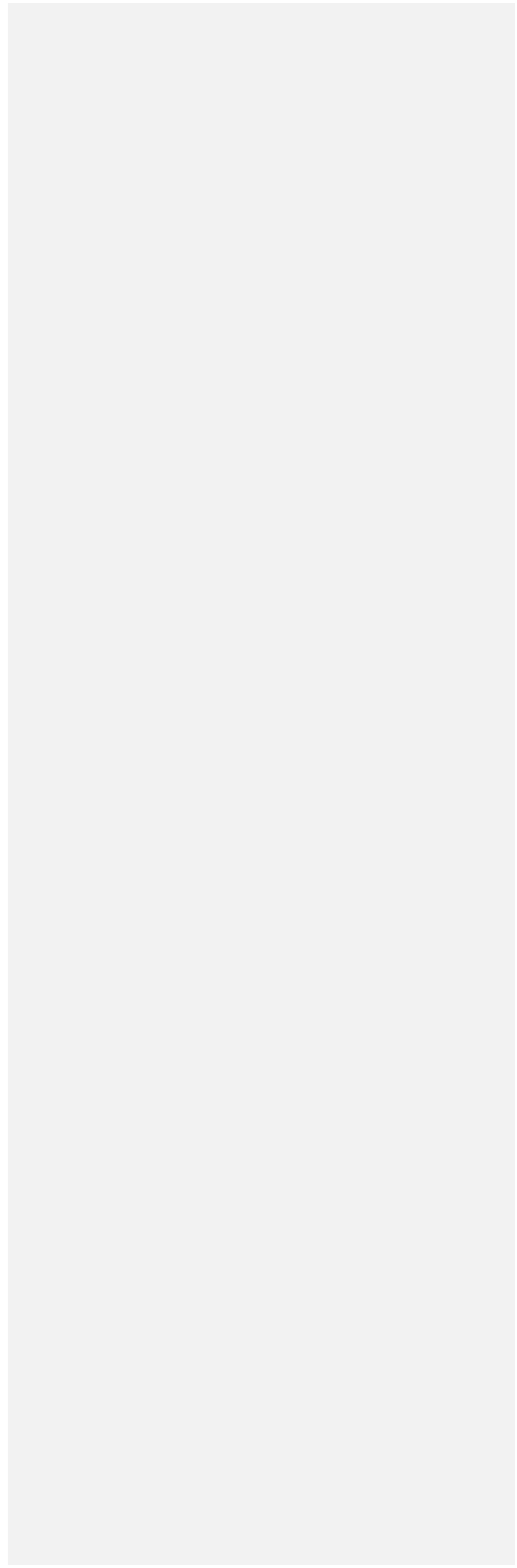
FOR THE GROUP:

Mayor

City Manager

Asst. City Manager/ Director of Human Resources





APPENDIX A

This will be updated by finance based upon a 3% increase in base pay

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**METRO SUPERVISORY GROUP
2021 HOURLY PAY RATES FOR JOB CLASSIFICATIONS
(January 1, 2021)**

	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7
ADMIN OFFICE SUPERVISOR	31.63	33.21	34.86	36.60	38.44	40.36	42.37
BUILDING OFFICIAL	42.34	44.45	46.68	49.02	51.46	54.03	56.19
CITY CLERK	35.36	37.13	38.98	40.93	42.98	45.13	47.38
LICENSE CENTER SUPERVISOR	31.63	33.21	34.86	36.60	38.44	40.36	42.37
RECREATION PROGRAMS SUPERVISOR	29.57	31.04	32.60	34.24	35.94	37.74	39.62
ASST COMM DEV DIRECTOR	37.87	39.77	41.76	43.85	46.04	48.35	50.78
PARKS & RECREATION MANAGER	41.46	43.54	45.71	48.00	50.40	52.93	55.57

APPENDIX C

CITY OF MAPLEWOOD ANNUAL LEAVE PROGRAM

- A. It is the policy of the City of Maplewood to provide paid time away from work to eligible employees. This policy is implemented by means of the Annual Leave Program, which covers all paid leave previously available under the City's vacation and sick leave benefits. The Annual Leave Program does not include designated or personal holidays, funeral leave, military leave or court leave. With the adoption of this program, the City firmly accepts and endorses the principles of consistency, flexibility, personal responsibility, and the recognition of years of service.

The traditional paid vacation and sick leave programs have been in place for many years. These programs are highly structured with extensive rules applied to their use. These rules may not provide the best "fit" for the circumstances of individual employees and their immediate and extended families. As of May 5, 2001, the Annual Leave Program replaced individual vacation and sick leave plans and combined them into a single benefit program. Annual leave is provided to all employees hired on or after that date. Employees hired prior to May 5, 2001 had the option to convert to annual leave or remain in the sick leave and vacation plans.

- B. Employees accrue annual leave based on length of service with the City. This means that employees all receive the same amount of paid time off, regardless of their personal or family situation. Plan provisions discourage unnecessary utilization by providing cash and savings incentives.

Any sick leave or vacation time that an employee may have used under the Family and Medical Leave or Parenting Leave policies will become annual leave. The legal requirements of the time off and continuation of insurance contributions under those laws remain unchanged. (This means the City will contribute the same amounts toward health and dental insurance premiums while employees are on family and medical leave as they do under the vacation and sick leave programs.)

Annual leave can be used for any reason, subject only to necessary request and approval procedures consistent with policy and labor contracts. As with all paid time off programs, we need to ensure that service to the public and work requirements are not adversely impacted.

- C. Medical Certification - Good attendance is an essential job function for all City employees. If unplanned absences are excessive, a doctor's certificate may still be required. It shall state the nature and duration of the illness or injury and verify that the employee is unable to perform the duties and responsibilities of their position.

A statement attesting to the employee's ability to return to work and perform the essential functions of the job and a description of any work restrictions may also be required before the employee returns to work. (If an unplanned absence is not viewed as a problem by the employee's supervisor, a doctor's statement will not be required.)

D. Accrual Rates -

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
1 - 4 Years	19 days
5 - 11 Years	24 days
12 - 20 Years	29 days
After 20 Years	34 days

Annual leave shall not accrue during unpaid leaves. Effective January 1, 2003, regular part-time employees hired into a position that is 20 or more hours per week, shall accrue annual leave on a prorated basis based on regular hours worked. Employees who were already in regular part-time positions of at least 15 hours per week prior to January 1, 2003 shall remain eligible for pro-rated annual leave.

Annual leave will accrue on a pay-period basis (as vacation and sick leave do) for up to 62 days. Employees can carry over up to their full balance as long as the total balance never exceeds the 62-day cap. No additional accrual will occur above the cap.

- E. Sick Leave Balances: Deferred Sick Leave - Employees hired prior to May 5, 2001, who had accrued sick leave and who elected to participate in the annual leave program retained their sick leave balance to be used as "deferred sick leave" until the balance was exhausted. Deferred sick leave can be used for any doctor-certified extended leave that would have been covered under the previous sick leave policy in effect prior to adoption of the policy. An extended leave for purposes of this policy is defined as one requiring an employee to be out of work for two (2) or more consecutive days.

If an employee knows they will be out for two (2) or more consecutive days before the absence, they will be eligible to use the deferred sick leave bank from the first day. For example, if an employee has a scheduled surgery where they know—in advance—they will be out for two (2) weeks, the employee will be able to use hours from their deferred sick leave bank starting on the first day of the absence. If an employee is out and expects to return within two (2) days, they will use annual leave. If the medical condition extends beyond the two (2) days, the deferred sick leave bank will be applied retroactively and any annual leave used will be restored to the annual leave balance.

Once the deferred sick leave bank is exhausted, employees will use annual leave for all absences covered by the annual leave program - up to the point that disability insurance coverage goes into effect. Any deferred sick leave balance remaining when an employee leaves City service will expire unless the employee would have been eligible for sick leave as severance pay prior to electing annual leave (see Severance Pay).

- F. Vacation Balances - Unused vacation balances were converted to annual leave on a one-for-one basis for employees who converted from vacation/sick leave to annual leave.
- G. Banked Personal Holiday Hours - Employees who had banked personal holiday hours that were earned and unused prior to March, 1984 had the option to cash them out at their current hourly rate during the open window period or to retain them.
- H. Short-Term Disability Insurance - The City adopted an optional short-term disability insurance program effective October 1, 2001. The cost of this coverage will be paid by the employee, if the employee elects coverage. For employees who elect this coverage, the benefits will begin after an employee is out for thirty (30) calendar days.

The City also has a long-term disability program in place where benefits begin at ninety (90) calendar days. Short-term disability benefits cover the period from thirty (30) calendar days to ninety (90) calendar days. Employees who have deferred sick leave may use sick leave hours from the deferred sick leave bank to make up the difference between pay provided by short- and long-term disability insurance payments and their regular take-home pay. Employees without a deferred sick leave bank may use annual leave for this

purpose.

- I. Severance Pay - Under the current vacation and sick leave programs, employees are eligible for 100% of their vacation and personal holiday balance when they leave City employment. Some employees are also eligible for 50% of their sick leave balance when they leave. Eligibility for sick leave as severance varies by group with different maximum payouts depending on the group. For some groups there are different severance pay benefits dependent upon an employee's start date.

Employees who were hired before May 5, 2001, who are now on the annual leave program, will retain their eligibility for sick leave as severance (using the remaining deferred sick leave balance) under the same conditions as were in place before they elected annual leave.

For example, if an employee was eligible for 50% of their sick leave balance - up to a cap of fifty (50) days - prior to electing annual leave, they will be eligible for 50% of their deferred sick leave balance up to fifty (50) days when they leave City service.

All employees who have annual leave will be eligible for 100% of their annual leave balance when they leave City service. They may receive this as cash or deferred compensation (subject to IRS regulations).

- J. Unpaid Leave - Unpaid leaves may be approved in accordance with the City Personnel Policies. Employees must normally use all accrued annual leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave, the employee may retain a balance of forty (40) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the City Manager.
- K. Sick Leave Conversion - There are various sick leave conversion programs in existence which cover different employee groups. Some programs vary within a particular group based on hire date. Employees who have annual leave will be able to convert some hours to cash or deferred compensation as described below. Employees who remained with the vacation and sick leave program may continue to convert sick leave and/or vacation based on programs they were eligible for prior to the adoption of annual leave (May 5, 2001).
- L. Annual Leave Conversion - Annual leave will be eligible for conversion to cash or deferred compensation (subject to IRS maximum deferral regulations) annually on a one-for-one basis subject to the following conditions. Up to 40% of the annual leave balance, not to exceed forty (40) hours, may be converted each year provided the employee has used a minimum of 30% of their annual accrual during the current calendar year and has a minimum balance of at least 176 hours. The minimum balance requirement will be determined as of the first payroll in December and will be based on the employee's current hourly rate on December 1.

Conversion to cash or deferred compensation will occur in the second payroll of the following year with specific dates to be determined by the Finance Department each year. Finance will notify all employees who have annual leave in November of each year as to the dates and conversion options. The conversion will be part of regular payroll and will not be paid in a separate check. Regular rate for the purpose of this policy is the employee's straight time rate not including overtime, pay differentials, out-of-class adjustments or any other additions to regular pay

CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager**REPORT FROM:** Steven Love, Public Works Director/City Engineer**PRESENTER:** Steven Love**AGENDA ITEM:** Resolution Entering into a Master Partnership Contract with the Minnesota Department of Transportation**Action Requested:** ☒ Motion ☐ Discussion ☐ Public Hearing**Form of Action:** ☒ Resolution ☐ Ordinance ☒ Contract/Agreement ☐ Proclamation**Policy Issue:**

The Master Partnership Contract (MPC) between the Minnesota Department of Transportation (MnDOT) and the City of Maplewood is due to expire on June 30, 2022. This contract, between the City of Maplewood and MnDOT, has a standard renewal period of once every five years and covers routine services. The City Council will consider approving the attached resolution for entering into the attached MPC with MnDOT.

Recommended Action:

Motion to approve the attached resolution for entering into a Master Partnership Contract with the Minnesota Department of Transportation and direct the Mayor and City Manager to sign the contract. Minor revisions as approved by the City Attorney are authorized as needed.

Fiscal Impact:

Is There a Fiscal Impact? ☒ No ☐ Yes, the true or estimated cost is \$0.00.

Financing source(s): ☐ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☐ Other: There are no budget impacts. The City's

Purchasing Policy remains in effect for all services related to the MPC as outline in the attached Resolution and Section 10.1 of the MPC.

Strategic Plan Relevance:

☐ Community Inclusiveness ☒ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ☐ Operational Effectiveness ☐ Targeted Redevelopment

The MPC allows the City and MnDOT to work efficiently together on coordinated repetitive low-cost services. Additionally, the MPC provides the framework for larger items to be coordinated through the use of work orders while following the City's purchasing policy.

Background:

The Master Partnership Contract between the Minnesota Department of Transportation (MnDOT) and the City of Maplewood will expire on June 30, 2022. The contract has a standard renewal period of once every 5 years. The MPC covers routine services such as MnDOT providing lab testing services, asphalt and concreted plant inspections, materials procurement, and maintenance related activities.

The Master Partnership Contract emphasizes MnDOT's continuing effort to partner with cities, counties and other political subdivisions to deliver transportation related services in the most efficient and effective manner possible. This agreement allows for repetitive low-cost services routinely performed by the State for local government without the execution of a work order contract. These services would include items such as pavement striping, sign and signal repair, bridge load ratings, bridge and structure inspection, minor bridge maintenance, minor road maintenance, pavement condition data, and material testing for example.

The Master Partnership Contract requires project specific work order contracts for professional and technical services, roadway maintenance, construction administration, and emergency services. A fully executed work order contract is required prior to any work beginning on a proposed project. These work order contracts are reciprocal, and are used when MnDOT provides services to a city or a city provides services to MnDOT. Additionally, the work order contracts provide a mechanism for MnDOT to receive payment from cities or for cities to be paid by MnDOT.

If approved, the new contract will expire on June 30, 2027. MnDOT has set this expiration date for all cities so all cities will be required to renew their contracts once every 5 years on a standard date. Therefore, a new contract will be brought before the City Council to be renewed once every 5 years.

Attachments:

1. Resolution – Master Partnership Contract
2. Master Partnership Contract

**RESOLUTION
MASTER PARTNERSHIP CONTRACT**

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the City of Maplewood enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council.
2. That the proper City officers are authorized to execute such contract and any amendments thereto.
3. That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City of Maplewood in conformance with the City’s most current Purchasing Policy.

Approved this 25th day of April, 2022.



MnDOT Contract Number: 1050176

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Maplewood City, acting through its City Council, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment**

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
- a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050176W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
- a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. **Conditions of Payment**

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party in conformance with the Local Government's most current Purchasing Policy.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. **Obligations with Respect to Intellectual Property.**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Exhibit A – Table of Technical Services
Master Partnership Contract Program FY 2023-2027

Date: 3/28/2022

Council Packet Page Number 222 of 303

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

G5, Attachment 2

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.

CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager**REPORT FROM:** Andrea Sindt, City Clerk**PRESENTER:** Ron Batty, City Attorney**AGENDA ITEM:** Resolution Reaffirming and Approving First Amendment to Purchase Agreement for 2228 Maplewood Drive**Action Requested:** ☒ Motion ☐ Discussion ☐ Public Hearing**Form of Action:** ☒ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation**Policy Issue:**

At the February 14, 2022 city council meeting, the city council by motion approved the First Amendment to Purchase Agreement with Barostas, LLC for the sale of city-owned property at 2228 Maplewood Drive. The title company has requested a resolution reaffirming and approving the purchase agreement amendment for recording purposes.

Recommended Action:

Motion to approve the resolution reaffirming and approving the First Amendment to the Purchase Agreement for 2228 Maplewood Drive.

Fiscal Impact:Is There a Fiscal Impact? ☒ No ☐ Yes, the true or estimated cost is

Financing source(s): ☐ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☐ Other:

Strategic Plan Relevance:

☐ Community Inclusiveness ☐ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ☐ Operational Effectiveness ☐ Targeted Redevelopment

Background:

The city council approved the First Amendment to Purchase Agreement regarding the property at 2228 Maplewood Drive to Barostas, LLC during its regular meeting on February 14, 2022 and this was documented in the city's official minutes. However, the title company has requested the city council execute the attached resolution for recording purposes.

Attachments:

1. Resolution

CITY OF MAPLEWOOD, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION REAFFIRMING AND APPROVING
FIRST AMENDMENT TO PURCHASE AGREEMENT**

WHEREAS, the City of Maplewood (the “City”) is the owner of certain real property located at 2228 Maplewood Drive in Maplewood, Minnesota (the “Property”); and

WHEREAS, the legal description of the Property is Lot 1, Block 1, Keller Addition, Ramsey County, Minnesota; and

WHEREAS, the City and Barostas LLC, a Minnesota limited liability company (the “Buyer”) entered into a purchase agreement (the “Purchase Agreement”) regarding the Property; and

WHEREAS, the City previously approved and authorized the Mayor and City Manager to execute the First Amendment to the Purchase Agreement at its regular meeting on February 14, 2022, which approval was documented in the City’s official minutes for said meeting; and

WHEREAS, the title company utilized by the City and Buyer has requested that the City execute this Resolution for recoding purposes.

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

1. The recitals set forth herein are incorporated into and made a part hereof.
2. The City’s minutes from its regular meeting on February 14, 2022, which include approval of the First Amendment to Purchase Agreement with Barostas, LLC for the Property, are hereby reaffirmed and incorporated herein.
3. The Mayor and the City Manager, staff, and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent hereof.

Approved this 25th day of April, 2022, by the City Council of the City of Maplewood, Minnesota.

CITY OF MAPLEWOOD, MINNESOTA

Marylee Abrams, Mayor

Attest:

Andrea Sindt, City Clerk

CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Michael Mondor, Fire and EMS Chief

PRESENTER: Michael Mondor, Fire and EMS Chief

AGENDA ITEM: Resolution Directing Modification of Existing Construction Contract, Change Order, No. 16, 30, and No. 41, North Fire Station Construction Project

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☒ Resolution ☐ Ordinance ☒ Contract/Agreement ☐ Proclamation

Policy Issue:

A Motion to approve resolution Directing Modification of the Existing Construction Contract, Change Order No. 16, 30 and Change Order No. 41, North Fire Station Construction Project and authorize the Mayor and City Manager to sign Change Order No. 16, 30 and Change Order No. 41.

Recommended Action:

Motion to approve resolution Directing Modification of the Existing Construction Contract, Change Order No. 16, 30 and Change Order No. 41, North Fire Station Construction Project and authorize the Mayor and City Manager to sign Change Order No. 16, 30 and Change Order No. 41.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$2,901.00

Financing source(s): ☐ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☒ Other: Fire Facility Fund

Strategic Plan Relevance:

☐ Community Inclusiveness ☒ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ☒ Operational Effectiveness ☐ Targeted Redevelopment

Approval of Change Order No. 16 will not change the project construction amount. This change order is a back charge from KMH Erectors to Thornberg Steel for steel erection.

- Work Scope 05-B-KMH Erectors., \$1,800 increase for increased work scope, which was approved via Change Order No. 17 on 1/24/2022. This changed the contract amount to \$170,024.
- Work Scope 05-A-Thornberg Steel, \$1,800 decrease due to the back charge from KMH Erectors. This changed the contract amount to \$543,926.

Approval of Change Order No. 30 will not change the construction amount. This change order is a back charge from KMH Erectors to Wells Concrete Products for removing a pre-cast ledge angle which resulted in increased work scope.

- Work Scope 05-B-KMH Erectors., \$886 increase for increased work scope. This will change the contract amount to \$170,910.
- Work Scope 03-B-Wells Concrete, \$886 decrease due to the back charge from KMH Erectors. This will change the contract amount to \$1,181,559.

Approval of Change Order No. 41 will increase the project construction amount by \$2,901. This change order is due to added painting which involved increase labor and materials.

- Work Scope 09-K-Superior Painting & Decorating, Inc., \$2,901 increase for increased work scope and materials. This will change the contract amount to \$80,085.70.

The revised contract amounts fall within the approved project budget of \$13,100,000. No adjustments to the approved budget are necessary at this time.

Background:

The City Council awarded construction contracts to KMH Erectors Inc., Thornberg Steel and Superior Painting and Decorating at the April 12, 2021 City Council Meeting.

Change Order Number's 16 and 30 are contract updates due to back charges. Both of these change orders result in a net-zero change in the project construction amount.

Change Order No. 16 is a back charge from KMH Erectors to Thornberg Steel for steel erection for previously approved Change Order No. 17 which was approved by City Council on 1/24/2022. Due to the fact that there was a back charge to another contractor, this changes the contract amounts for KMH Erectors and Thornberg Steel, thus requiring City Council approval.

Change Order No. 30 is a back charge from KMH Erectors to Wells Concrete is a no cost change. This change order is a back charge for added work scope for KMH erectors caused by Wells Concrete. Due to the fact that there was a back charge to another contractor, this changes the contract amounts for KMH Erectors and Wells Concrete, thus requiring City Council approval.

Change Order No. 41 proposes to increase the construction contract by \$2,901 associated with increased materials and labor to add painted accent walls in rooms throughout the two story portion of the fire station.

The changes requested fall within the budgeted construction contingency costs and no changes to the project budget are required at this time. The current construction contingency balance including executed and pending change orders is \$297,574.

Attachments:

1. Change Order No. 16
2. Change Order No. 30
3. Change Order No. 41
4. Resolution Directing Modification of the Existing Construction Contract, Change Order No. 16, 30 and Change Order No. 41 for the North Fire Station Construction Project



KRAUS-ANDERSON®
Construction Company

501 South Eighth Street
Minneapolis MN 55404

Contract Change Order

Project: 2110032-02 Maplewood North Fire Station
1530 County Road C East
Maplewood, MN 55109

Contract #: 2110032 - WS 05-A

Contract Change Order #: 2

Change Order Date: 2/10/22

To Contractor : Thornberg Steel, Inc.
23604 University Avenue
Bethel, MN 55005

THE CONTRACT IS CHANGED AS FOLLOWS:

PCO	Item	Description	Amount
43	2	Backcharge to Thornberg	(\$1,800.00)
53	1	WO#11: Cost for Landing @ 118	\$5,179.00

Total **\$3,379.00**

The original Contract Sum was	\$488,210.00
The net change by previously authorized Change Orders was	\$49,537.00
The Contract Sum prior to this Change Order was	\$537,747.00
The Contract Sum will be increased by this Change Order	\$3,379.00
The new Contract Sum will be	\$541,126.00

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR

Kraus-Anderson Construction Company

CONSTRUCTION MANAGER (Firm name)

501 South Eighth Street
Minneapolis MN 55404

ADDRESS

DocuSigned by:

Dale Sonnichsen

01F7BF85D4254BB...

BY (Signature)

Dale Sonnichsen 2/28/2022 | 8:40 AM CST

(Typed name)

DATE:

Thornberg Steel, Inc.

CONTRACTOR (Firm name)

23604 University Avenue
Bethel, MN 55005

ADDRESS

DocuSigned by:

Terry Thornberg

1E09E1AB0E48486...

BY (Signature)

Terry Thornberg 2/28/2022 | 8:37 AM CST

(Typed name)

DATE:

Short-Elliott-Hendrickson, Incorporated

ARCHITECT (Firm name)

3535 Vadnais Center Drive
St. Paul. MN 55110

ADDRESS

DocuSigned by:

Brian Bergstrom

0F518DCC2158439...

BY (Signature)

Brian Bergstrom 2/28/2022 | 8:47 AM CST

(Typed name)

DATE:

City Of Maplewood

OWNER (Firm name)

1830 East County Road B
Maplewood, MN 55109

ADDRESS

BY (Signature)

Marylee Abrams

(Typed name)

DATE:

Change Order Request

Project: 2110032-02
Maplewood North Fire Station
1530 County Road C East
Maplewood, MN 55109

COR # 16.00

Date: 12/23/2021

To: Owner City Of Maplewood
1830 East County Road B
Maplewood, MN 55109

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

PCO # 43 - KMH: Steel Erection

Item #	Description	Vendor	Amount
1	WO#23625: Steel Erection	KMH Erectors, Inc.	\$1,800.00
2	Backcharge to Thornberg	Thornberg Steel, Inc.	(\$1,800.00)
	Stand by time due to base plate hole issues.		
Total For Change Order			\$0.00

Approved By: City Of Maplewood

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Short-Elliott-Hendrickson, Incorporated

Signed: _____

Date: _____

DocuSign Envelope ID: C7DD407F-4986-40A1-B884-A8EB3E06EA75

KMH Erectors, Inc.

5295 Hwy 12 • P.O. Box 37

Maple Plain, MN 55359 • (763) 479-2022

EXTRA WORK ORDER

N^o 23625

Maple Plain, MN 55359 • (763) 479-2022		DATE 9-14-21
CONTRACTOR	Kraus - Anderson	PHONE 612-718-0039
ADDRESS		IRONWORKER Brian R
CITY		HELPER Justin S
JOB NAME AND LOCATION	Maplewood Fire Station	<input checked="" type="checkbox"/> DAY WORK
DESCRIPTION OF WORK	Trying to stand	<input type="checkbox"/> CONTRACT
steel, but could not because		<input type="checkbox"/> EXTRA
of the fabrication of base plates		

I hereby authorize KMH ERECTORS INC. to proceed with the extra work described above.

Job Superintendent_____date_____

The cost of this extra work shall be determined on a time and materials basis. The cost will be the responsibility of the general contractor, if this cost is to be charged to another subcontractor or a supplier it shall be the general contractors responsibility to redirect these costs accordingly.

[illegible]



Change Order Request

Project: 2110032-02
Maplewood North Fire Station
1530 County Road C East
Maplewood, MN 55109

To: Owner City Of Maplewood
1830 East County Road B
Maplewood, MN 55109

COR # 17.00

Date: 12/23/2021

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

PCO # 53 - Thornberg: Cost for Landing @ 118

Item #	Description	Vendor	Amount
1	WO#11: Cost for Landing @ 118	Thornberg Steel, Inc.	\$5,179.00
Total For Change Order			\$5,179.00

Approved By: City Of Maplewood

Submitted By: Kraus-Anderson Construction Company

Accepted By: Short-Elliott-Hendrickson, Incorporated

Signed: Michael Mondor
FCFB32D5B361413...

Signed: Dale Sonnichsen
D1F7BF85D4254BB...

Signed: Brian Bergstrom
0F518DCC2158439...

Date: 2/7/2022 | 6:25 AM PST

Date: 2/1/2022 | 8:53 AM CST

Date: 2/1/2022 | 10:08 AM CST

change order # 11 REVISED TO DEDUCT FLOOR PANS/LANDING PLATES

DATE: 12/20/2021

job: MAPLEWOOD FIRE STATION

loc: MAPLEWOOD MN

quote ADDED MATERIAL FOR STAIR LANDING CALLED OUT AS STAIR LANDIN

contractor KRAUS ANDERSON

job sup DALE SONNICHSEN

from: terry

memo:

NOTE: ESTIMATING A PROJECT DOES NOT EN
DESIGNED AND NOT IN MY ORIGINAL ESTIMA

MATERIAL ADD:

weight: 1700 lbs
discription: SEE ABOVE

material	\$2,881
labor:	\$921
joist deduct	\$0
DECK	\$0
eng/dtl	\$570.00
galv/pnt	\$325.00
SHIPPING	\$425.00
sub total	\$5,122.00
10% O&P	\$512
sub total	\$5,634.20
p/tax:	\$394
total amount	\$6,029
deduct floor pans	(\$850)
	\$5,179.00

chage orders must be approved before we can exp xpeditate order.

GENERAL CONTRACTOR

SIGNED

BY:

TITLE:

THORNBERG STEEL/ 23602 UNIVERSITY AVE NW. BETHEL MN. 55005

23604 UNIVERSITY AVE NW

BETHEL MN. 55005

PHONE: 763-434-5178 FAX: 763-434-5186

email: thornberg@qwestoffice.net

IG BUT NO STRUCTURAL STEEL OR MATERIAL CALLED OUT

TAIL DESIGN WORK AND THIS LANDING WAS NOT STRUCTURALLY
.TE.



KRAUS-ANDERSON®
Construction Company

501 South Eighth Street
Minneapolis MN 55404

Contract Change Order

Project: 2110032-02 Maplewood North Fire Station
1530 County Road C East
Maplewood, MN 55109

Contract #: 2110032 - WS 03-B

Contract Change Order #: 1

Change Order Date: 3/1/22

To Contractor : Wells Concrete Products Company
835 Highway 109 NE, PO Box 308
Wells, MN 56097

THE CONTRACT IS CHANGED AS FOLLOWS:

PCO	Item	Description	Amount
2	3	Past due - no cost change	\$0.00
72	2	Backcharge to Wells	(\$886.00)

Total (\$886.00)

The original Contract Sum was	\$1,182,445.00
The net change by previously authorized Change Orders was	\$0.00
The Contract Sum prior to this Change Order was	\$1,182,445.00
The Contract Sum will be decreased by this Change Order	(\$886.00)
The new Contract Sum will be	\$1,181,559.00

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR

Kraus-Anderson Construction Company

CONSTRUCTION MANAGER (Firm name)

501 South Eighth Street
Minneapolis MN 55404

ADDRESS

DocuSigned by:

Dale Sonnichsen

01F7BF65D4254BB...

BY (Signature)

Dale Sonnichsen 3/3/2022 | 4:11 PM CST

(Typed name)

DATE:

Wells Concrete Products Company

CONTRACTOR (Firm name)

835 Highway 109 NE, PO Box 308
Wells, MN 56097

ADDRESS

DocuSigned by:

Nathan Roscovius

01CF840D3B0938D5...

BY (Signature)

Nathan Roscovius 3/3/2022 | 12:31 PM CST

(Typed name)

DATE:

Short-Elliott-Hendrickson, Incorporated

ARCHITECT (Firm name)

3535 Vadnais Center Drive
St. Paul. MN 55110

ADDRESS

DocuSigned by:

Brian Bergstrom

0F518DCC2158439...

BY (Signature)

Brian Bergstrom 3/3/2022 | 6:52 PM CST

(Typed name)

DATE:

City Of Maplewood

OWNER (Firm name)

1830 East County Road B
Maplewood, MN 55109

ADDRESS

BY (Signature)

Marylee Abrams

(Typed name)

DATE:



Change Order Request

Project:	2110032-02 Maplewood North Fire Station 1530 County Road C East Maplewood, MN 55109	COR #	30.00
		Date:	2/18/2022
To: Owner	City Of Maplewood 1830 East County Road B Maplewood, MN 55109	From:	Kraus-Anderson Construction Company 501 South Eighth Street Minneapolis, MN 55404

PCO # 72 - KMH: Remove Precast Ledge Angle

Item #	Description	Vendor	Amount
1	WO# 23782: Remove Precast Ledge Angle	KMH Erectors, Inc.	\$886.00
2	Backcharge to Wells	Wells Concrete Products Company	(\$886.00)
Total For Change Order			\$0.00

Approved By:	City Of Maplewood	Signed: _____	Date: _____
Submitted By:	Kraus-Anderson Construction Company	Signed: _____	Date: _____
Accepted By:	Short-Elliott-Hendrickson, Incorporated	Signed: _____	Date: _____

Maple Plain, MN 55359 • (763) 479-2022

92582



Change Order Request

Project: 2110032-02
Maplewood North Fire Station
1530 County Road C East
Maplewood, MN 55109

COR # 41.00

Date: 4/15/2022

To: Owner City Of Maplewood
1830 East County Road B
Maplewood, MN 55109

From: Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

PCO # 81 - Superior Painting: Added Accent Walls

Item #	Description	Vendor	Amount
1	Added Accent Walls - requested by owner	Superior Painting & Decorating, Inc.	\$2,901.00
Total For Change Order			<u>\$2,901.00</u>

Approved By: City Of Maplewood

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By: Short-Elliott-Hendrickson, Incorporated

Signed: _____

Date: _____



Change Order Request

COR#: COR-FWO_041422

Submitted Date: 04/14/2022

To: Dale Sonnichsen
Kraus-Anderson Construction Co
501 S 8th St
Minneapolis MN 55404-1030

Project: 21059
Maplewood North Fire Station
1530 County Road C East
Maplewood MN 55109

Please provide Change Order(s) for the additional work as requested.

Project Manager: 192 Robert Wymore



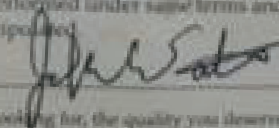
Job#/Contract #:

Work Orders Attached ☒

Area	Description of Work	Cost Type	Amount
1st & 2nd Level	FWO 4/14/22 (26 hrs) <i>Per Request - Added Accent Walls in the following rooms: 103, 105, 106, 107, 108, 109, 110, 116, 117, 125 and 126 2nd Level Day room east wall</i>	2 Labor	\$2,314.00
	Paint & misc. sundries <i>P-5: 5 gallons P-7: 10 gallons + misc. sundries</i>	1 Material	\$323.00
	OH&P	9 OH	\$264.00

Requested Amount of Change

\$2,901.00

 superior Request for Change Order painting & decorating, inc.	
3543 88th Ave NE, STE 100 • Circle Pines, MN 55014-4111 OFFICE: 763-786-8787 FAX: 763-786-1485	
Date: <u>4/14/22</u> W.O. # <u>2</u>	
Bill to:	Job: <u>21059B</u> <u>M.N.F.S</u>
<p>- Added Account adds Per Customers Request To Rooms 103, 105, 106, 107, 108, 109, 110, 116, 117, 125 and 126. Also 2nd level Day room East wall.</p> <p>116, 126, Day room P5 5 Gallons</p> <p>103, 105 - 110, P7 10 Gallons</p> <p>117, 125 26 hrs</p>	
Note: This revision becomes part of, and in performance with, the existing contract.	
WE AGREE hereby to make changes as specified above, at this price → Subtotal	\$ <u>7M</u>
Date <u>4/14/22</u>	Previous Contract Amt \$
Authorized Signature: 	Revised Contract Total \$
ACCEPTED: The above prices and specifications of the Request for Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in the original contract unless otherwise stipulated.	
Date <u>4/14/22</u>	Signature 
"the quality you're looking for, the quality you deserve"	

PLEASE HANDLE
WITH CARE

**RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT,
NORTH FIRE STATION CONSTRUCTION PROJECT, CHANGE ORDER NO. 16, 30, AND
CHANGE ORDER NO. 41**

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered the construction of the North Fire Station, and has approved construction contracts related to the project.

WHEREAS, it is now necessary and expedient that said contract be modified and designated as North Fire Station Construction Project, Change Order No. 16, 30 and Change Order No. 41.

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

1. The Mayor, City Manager, and Fire and EMS Chief are hereby authorized and directed to modify the existing contract by executing said Change Order No. 16 which will not change the overall project amount.

The revised contract amount for Work Scope 05-B, KMH Erectors, is \$170,024.00.

The revised contract amount for Work Scope 05-A-Thornberg Steel is \$543,926.

2. The Mayor, City Manager, and Fire and EMS Chief are hereby authorized and directed to modify the existing contract by executing said Change Order No. 30 which will not change the overall project amount.

The revised contract amount for Work Scope 05-B, KMH Erectors, is \$170,910.00.

The revised contract amount for Work Scope 03-B-Wells Concrete is \$1,181,559.

3. The Mayor, City Manager, and Fire and EMS Chief are hereby authorized and directed to modify the existing contract by executing said Change Order No. 41 which will increase the project amount by \$2,901.

The revised contract amount for Work Scope 09-K-Superior Painting & Decorating, Inc., is \$80,085.70.

Adopted by the Maplewood City Council on this 25th day of April 2022.

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CITY COUNCIL STAFF REPORT
Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Ellen Paulseth, Finance Director

PRESENTER: Ellen Paulseth, Finance Director

AGENDA ITEM: Resolution Providing for the Issuance and Sale of General Obligation Improvement Bonds, Series 2022A, \$3,070,000

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

The issuance and sale of General Obligation Improvement Bonds in the approximate amount of \$3,070,000 will finance City street improvement projects in 2022, including Cope Avenue Improvements and McMenemy Street Improvements.

Recommended Action:

Adopt the Resolution providing for the Issuance and Sale of General Obligation Improvement Bonds, Series 2022A, to be issued in the Proposed Aggregate Principal Amount of \$3,070,000.

Fiscal Impact:

Is There a Fiscal Impact? ☒ No ☒ Yes, the true or estimated cost is \$3,070,000

Financing source(s): ☐ Adopted Budget ☐ Budget Modification ☒ New Revenue Source
☐ Use of Reserves ☐ Other: n/a

Strategic Plan Relevance:

☐ Community Inclusiveness ☒ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ☒ Operational Effectiveness ☐ Targeted Redevelopment

The issuance of bonds will provide for necessary street improvements without undue debt burden.

Background:

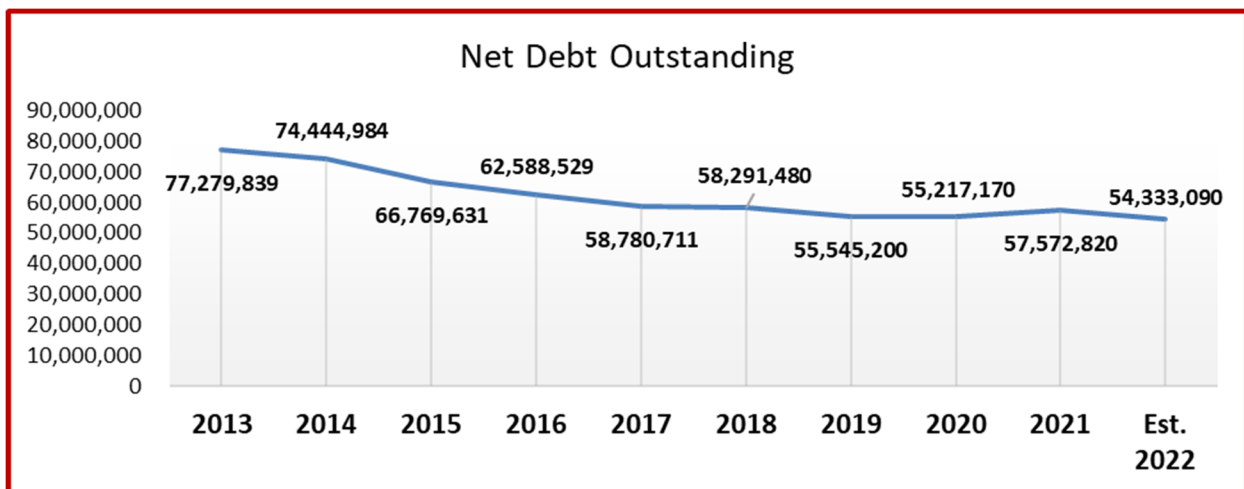
The street improvement projects are included in the City's Capital Improvement Plan and were previously approved as individual projects for construction in 2022. Principal and interest payments will be financed over 15 years through a tax levy. Detailed financing plans are included in the attached report from Ehler's.

A rating conference with S&P will be scheduled prior to the sale of the bonds. The City Council will consider the award of bids for the bond sale on Monday, May 23, 2022.

The 2022A issuance is approximately \$1M less than estimated in the CIP process, due to the receipt of grants and other revenue sources. The latest projected ten-year outstanding debt schedule, including financing for debt-related CIP projects, is as follows:

MAPLEWOOD PROJECTED DEBT TRANSACTIONS CURRENT YEAR AND NEXT TEN YEARS					
Year	New Debt Issued	Debt Paid	Debt Outstanding	Less Escrow Funds	Net Debt Outstanding
2020	Balance Forward		60,657,170	(5,440,000)	55,217,170
2021	17,590,000	(12,019,350)	66,227,820	(8,655,000)	57,572,820
2022	3,070,000	(14,964,730)	54,333,090	0	54,333,090
2023	3,753,920	(6,493,090)	51,593,920	0	51,593,920
2024	4,660,200	(6,580,000)	49,674,120	0	49,674,120
2025	3,516,000	(5,790,000)	47,400,120	0	47,400,120
2026	5,616,200	(6,060,000)	46,956,320	0	46,956,320
2027	3,500,000	(5,540,000)	44,916,320	0	44,916,320
2028	4,500,000	(5,700,000)	43,716,320	0	43,716,320
2029	3,500,000	(5,690,000)	41,526,320	0	41,526,320
2030	4,500,000	(5,895,000)	40,131,320	0	40,131,320
2031	3,500,000	(5,820,000)	37,811,320	0	37,811,320

A ten-year history of net debt outstanding, including the proposed 2022A issuance, is shown below:



Attachments:

1. Resolution Providing for the Issuance and Sale of General Obligation Improvement Bonds, Series 2022A, to be Issued in the Proposed Aggregate Principal Amount of \$3,070,000
2. Ehler's pre-sale report for the General Obligation Bonds, Series 2022A

RESOLUTION NO. ____

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES
2022A, TO BE ISSUED IN THE PROPOSED AGGREGATE
PRINCIPAL AMOUNT OF \$3,070,000**

BE IT RESOLVED By the City Council of the City of Maplewood, Minnesota (the “City”) as follows:

Section 1. Findings; Determinations.

a. The City is authorized by Minnesota Statutes, Chapters 429 and 475, as amended (collectively, the “Improvement Act” or “Act”), to issue general obligation bonds in an amount deemed necessary to defray in whole or in part the expense incurred and estimated to be incurred in making improvements authorized by the Improvement Act, including but not limited to the construction, reconstruction, improvement, and maintenance of streets, gutters, curb, and sidewalks and the construction, reconstruction, extension, and maintenance of storm and sanitary sewers and systems.

b. Certain assessable public improvements within the City, including the projects designated by the City as the Cope Avenue Improvements, City Project 21-06, and McMenemy Street Improvement Project, City Project 21-02 (collectively, the “Assessable Improvements”), have been made, duly ordered, or contracts let pursuant to the provisions of the Improvement Act.

c. The Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue general obligation improvement bonds in the proposed aggregate principal amount of \$3,070,000 (the “Improvement Bonds”), pursuant to the Improvement Act, to provide financing for the Assessable Improvements. The Improvement Bonds will be payable in part from special assessments imposed on properties in the City specially benefited by the improvements made with the proceeds of the Improvement Bonds.

Section 2. Bonds Authorized.

a. It is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Improvement Bonds, Series 2022A (the “Series 2018A Bonds”), in the proposed aggregate principal amount of \$3,070,000, pursuant to the Improvement Act to provide financing for the Assessable Improvements. The Series 2022A Bonds will be issued, sold, and delivered in accordance with the terms of a pre-sale report prepared by Ehlers & Associates, Inc., and distributed on or before the date hereof (the “Pre-Sale Report”). Ehlers & Associates, Inc., as municipal advisor to the City, is authorized to assist the City in the offer and sale of the Series 2022A Bonds. The officers, employees, and agents of the City are hereby authorized to assist Ehlers & Associates, Inc. with respect to its activities in connection with the issuance and sale of the Series 2022A Bonds.

b. The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Series 2022A Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale.

Section 3. Authorization to Offer Bonds. The City Manager and the Finance Director of the City, together with Ehlers & Associates, Inc., are authorized and directed to prepare and distribute an

Official Statement with respect to the Series 2022A Bonds, apply for a rating from one or more rating agencies with respect to the Series 2022A Bonds, negotiate the sale of the Series 2022A Bonds, and take such other actions as are necessary or appropriate in anticipation of the award and sale of the Series 2022A Bonds in accordance with the Pre-Sale Report. The City Council will meet at or after 7:00 P.M. on Monday, May 23, 2022, to consider proposals on the Series 2022A Bonds, award the sale of the Series 2022A Bonds, and take any other appropriate actions with respect to the Series 2022A Bonds.

Section 4. Authorization of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the City, is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates, and instruments relating to the Series 2022A Bonds. The officers, employees, and agents of the City are hereby authorized to assist Kennedy & Graven, Chartered, with respect to the preparation of such documents, certificates, and instruments and its other activities in connection with the issuance and sale of the Series 2022A Bonds.

Section 5. Covenants and Undertakings. In the resolution awarding the sale of the Bonds the City Council will set forth the covenants and undertakings required by the Act.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon the following members voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting City Clerk of the City of Maplewood, Minnesota (the “City”), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on Monday, April 25, 2022, with the original minutes on file in my office and the extract is a full, true, and correct copy of the minutes, insofar as they relate to the issuance and sale of the City’s General Obligation Improvement Bonds, Series 2022A, in the proposed aggregate principal amount of \$3,070,000.

WITNESS My hand as City Clerk and the corporate seal of the City this ____ day of _____, 2022.

(SEAL)

City Clerk
City of Maplewood, Minnesota

April 25, 2022

PRE-SALE REPORT FOR

City of Maplewood, Minnesota

\$3,070,000 General Obligation Improvement Bonds, Series 2022A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Bruce Kimmel, Senior Municipal Advisor
Jason Aarsvold, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$3,070,000 General Obligation Improvement Bonds, Series 2022A

Purposes:

The proposed issue includes financing to fund the City's 2022 improvements to sections of Cope Avenue and McMenemy Street. Debt service will be repaid with a combination of special assessments on benefiting properties and property taxes.

Authority:

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

Because the City will assess at least 20% of each project's costs, the Bonds can be a general obligation without a referendum and will not count against the City's debt limit.

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 15 years, 8 months. Principal on the Bonds will be due on February 1 in the years 2024 through 2038. Interest is payable every six months beginning February 1, 2023.

The Bonds will be subject to prepayment at the sole discretion of the City on February 1, 2031 or any date thereafter.

Bank Qualification:

Because the City expects to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City is able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

The City's most recent bond issues were rated by S&P Global Ratings. The current ratings on those bonds are "AA+". The City will request a new rating for the Bonds.

Basis for Recommendation:

The proposed Bond issue is the most cost-efficient means of achieving the desired improvement financing and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described

below is consistent with the City's historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

Other Considerations:

Should the City experience significant prepayments and/or non-payments of assessments, the City's net property tax requirement for Bond debt service could increase.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Bonds with an arbitrage expert in order to utilize one or more of the exceptions listed above.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest its Bond proceeds until they are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, please contact us.

Bond Counsel: Kennedy & Graven, Chartered

Paying Agent: Bond Trust Services Corporation

Rating Agency: S&P Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	April 25, 2022
Due Diligence Call to review Official Statement:	Week of May 9, 2002
Distribute Official Statement:	Week of May 9, 2022
Conference with Rating Agency:	Week of May 9, 2022
City Council Meeting to Award Sale of the Bonds:	May 23, 2022
Estimated Closing Date:	June 15, 2022

Attachments

Estimated Sources and Uses of Funds

Estimated Debt Service Schedules

EHLERS' CONTACTS

Bruce Kimmel, Senior Municipal Advisor	(651) 697-8572
Jason Aarsvold, Senior Municipal Advisor	(651) 697-8512
Silvia Johnson, Senior Public Finance Analyst	(651) 697-8580
Alicia Gage, Senior Financial Analyst	(651) 697-8551

Maplewood, Minnesota

\$3,070,000 General Obligation Improvement Bonds, Series 2022A

Issue Summary

Assumes Current Market BQ "AA+" Rates plus 35bps

Total Issue Sources And Uses

Dated 05/23/2022 | Delivered 05/23/2022

	Cope Avenue Improvements	McMenemy Street Improvements	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$1,780,000.00	\$1,290,000.00	\$3,070,000.00
Total Sources	\$1,780,000.00	\$1,290,000.00	\$3,070,000.00
Uses Of Funds			
Total Underwriter's Discount (1.200%)	21,360.00	15,480.00	36,840.00
Costs of Issuance	32,469.05	23,530.95	56,000.00
Deposit to Project Construction Fund	1,724,550.00	1,250,000.00	2,974,550.00
Rounding Amount	1,620.95	989.05	2,610.00
Total Uses	\$1,780,000.00	\$1,290,000.00	\$3,070,000.00

Series 2022A GO Imp Bonds | Issue Summary | 4/19/2022 | 11:02 AM



Maplewood, Minnesota

\$3,070,000 General Obligation Improvement Bonds, Series 2022A

Issue Summary

Assumes Current Market BQ "AA+" Rates plus 35bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2022	-	-	-	-	-
02/01/2023	-	-	60,198.55	60,198.55	60,198.55
08/01/2023	-	-	43,692.50	43,692.50	-
02/01/2024	170,000.00	2.300%	43,692.50	213,692.50	257,385.00
08/01/2024	-	-	41,737.50	41,737.50	-
02/01/2025	175,000.00	2.400%	41,737.50	216,737.50	258,475.00
08/01/2025	-	-	39,637.50	39,637.50	-
02/01/2026	180,000.00	2.550%	39,637.50	219,637.50	259,275.00
08/01/2026	-	-	37,342.50	37,342.50	-
02/01/2027	180,000.00	2.600%	37,342.50	217,342.50	254,685.00
08/01/2027	-	-	35,002.50	35,002.50	-
02/01/2028	190,000.00	2.650%	35,002.50	225,002.50	260,005.00
08/01/2028	-	-	32,485.00	32,485.00	-
02/01/2029	190,000.00	2.750%	32,485.00	222,485.00	254,970.00
08/01/2029	-	-	29,872.50	29,872.50	-
02/01/2030	200,000.00	2.800%	29,872.50	229,872.50	259,745.00
08/01/2030	-	-	27,072.50	27,072.50	-
02/01/2031	200,000.00	2.850%	27,072.50	227,072.50	254,145.00
08/01/2031	-	-	24,222.50	24,222.50	-
02/01/2032	205,000.00	2.900%	24,222.50	229,222.50	253,445.00
08/01/2032	-	-	21,250.00	21,250.00	-
02/01/2033	215,000.00	2.950%	21,250.00	236,250.00	257,500.00
08/01/2033	-	-	18,078.75	18,078.75	-
02/01/2034	215,000.00	3.000%	18,078.75	233,078.75	251,157.50
08/01/2034	-	-	14,853.75	14,853.75	-
02/01/2035	225,000.00	3.050%	14,853.75	239,853.75	254,707.50
08/01/2035	-	-	11,422.50	11,422.50	-
02/01/2036	235,000.00	3.100%	11,422.50	246,422.50	257,845.00
08/01/2036	-	-	7,780.00	7,780.00	-
02/01/2037	240,000.00	3.150%	7,780.00	247,780.00	255,560.00
08/01/2037	-	-	4,000.00	4,000.00	-
02/01/2038	250,000.00	3.200%	4,000.00	254,000.00	258,000.00
Total	\$3,070,000.00	-	\$837,098.55	\$3,907,098.55	-

Yield Statistics

Bond Year Dollars	\$28,209.89
Average Life	9.189 Years
Average Coupon	2.9673940%
Net Interest Cost (NIC)	3.0979865%
True Interest Cost (TIC)	3.1110553%
Bond Yield for Arbitrage Purposes	2.9562207%
All Inclusive Cost (AIC)	3.3514349%

IRS Form 8038

Net Interest Cost	2.9673940%
Weighted Average Maturity	9.189 Years

Maplewood, Minnesota

\$1,780,000 General Obligation Improvement Bonds, Series 2022A Cope Avenue Improvements

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2022	-	-	-	-	-
02/01/2023	-	-	34,900.83	34,900.83	34,900.83
08/01/2023	-	-	25,331.25	25,331.25	-
02/01/2024	100,000.00	2.300%	25,331.25	125,331.25	150,662.50
08/01/2024	-	-	24,181.25	24,181.25	-
02/01/2025	100,000.00	2.400%	24,181.25	124,181.25	148,362.50
08/01/2025	-	-	22,981.25	22,981.25	-
02/01/2026	105,000.00	2.550%	22,981.25	127,981.25	150,962.50
08/01/2026	-	-	21,642.50	21,642.50	-
02/01/2027	105,000.00	2.600%	21,642.50	126,642.50	148,285.00
08/01/2027	-	-	20,277.50	20,277.50	-
02/01/2028	110,000.00	2.650%	20,277.50	130,277.50	150,555.00
08/01/2028	-	-	18,820.00	18,820.00	-
02/01/2029	110,000.00	2.750%	18,820.00	128,820.00	147,640.00
08/01/2029	-	-	17,307.50	17,307.50	-
02/01/2030	115,000.00	2.800%	17,307.50	132,307.50	149,615.00
08/01/2030	-	-	15,697.50	15,697.50	-
02/01/2031	115,000.00	2.850%	15,697.50	130,697.50	146,395.00
08/01/2031	-	-	14,058.75	14,058.75	-
02/01/2032	120,000.00	2.900%	14,058.75	134,058.75	148,117.50
08/01/2032	-	-	12,318.75	12,318.75	-
02/01/2033	125,000.00	2.950%	12,318.75	137,318.75	149,637.50
08/01/2033	-	-	10,475.00	10,475.00	-
02/01/2034	125,000.00	3.000%	10,475.00	135,475.00	145,950.00
08/01/2034	-	-	8,600.00	8,600.00	-
02/01/2035	130,000.00	3.050%	8,600.00	138,600.00	147,200.00
08/01/2035	-	-	6,617.50	6,617.50	-
02/01/2036	135,000.00	3.100%	6,617.50	141,617.50	148,235.00
08/01/2036	-	-	4,525.00	4,525.00	-
02/01/2037	140,000.00	3.150%	4,525.00	144,525.00	149,050.00
08/01/2037	-	-	2,320.00	2,320.00	-
02/01/2038	145,000.00	3.200%	2,320.00	147,320.00	149,640.00
Total	\$1,780,000.00	-	\$485,208.33	\$2,265,208.33	-

Yield Statistics

Bond Year Dollars	\$16,351.22
Average Life	9.186 Years
Average Coupon	2.9674132%
Net Interest Cost (NIC)	3.0980457%
True Interest Cost (TIC)	3.1111151%
Bond Yield for Arbitrage Purposes	2.9562207%
All Inclusive Cost (AIC)	3.3515717%

IRS Form 8038

Net Interest Cost	2.9674132%
Weighted Average Maturity	9.186 Years

Maplewood, Minnesota

\$1,290,000 General Obligation Improvement Bonds, Series 2022A

McMenemy Street Improvements

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2022	-	-	-	-	-
02/01/2023	-	-	25,297.72	25,297.72	25,297.72
08/01/2023	-	-	18,361.25	18,361.25	-
02/01/2024	70,000.00	2.300%	18,361.25	88,361.25	106,722.50
08/01/2024	-	-	17,556.25	17,556.25	-
02/01/2025	75,000.00	2.400%	17,556.25	92,556.25	110,112.50
08/01/2025	-	-	16,656.25	16,656.25	-
02/01/2026	75,000.00	2.550%	16,656.25	91,656.25	108,312.50
08/01/2026	-	-	15,700.00	15,700.00	-
02/01/2027	75,000.00	2.600%	15,700.00	90,700.00	106,400.00
08/01/2027	-	-	14,725.00	14,725.00	-
02/01/2028	80,000.00	2.650%	14,725.00	94,725.00	109,450.00
08/01/2028	-	-	13,665.00	13,665.00	-
02/01/2029	80,000.00	2.750%	13,665.00	93,665.00	107,330.00
08/01/2029	-	-	12,565.00	12,565.00	-
02/01/2030	85,000.00	2.800%	12,565.00	97,565.00	110,130.00
08/01/2030	-	-	11,375.00	11,375.00	-
02/01/2031	85,000.00	2.850%	11,375.00	96,375.00	107,750.00
08/01/2031	-	-	10,163.75	10,163.75	-
02/01/2032	85,000.00	2.900%	10,163.75	95,163.75	105,327.50
08/01/2032	-	-	8,931.25	8,931.25	-
02/01/2033	90,000.00	2.950%	8,931.25	98,931.25	107,862.50
08/01/2033	-	-	7,603.75	7,603.75	-
02/01/2034	90,000.00	3.000%	7,603.75	97,603.75	105,207.50
08/01/2034	-	-	6,253.75	6,253.75	-
02/01/2035	95,000.00	3.050%	6,253.75	101,253.75	107,507.50
08/01/2035	-	-	4,805.00	4,805.00	-
02/01/2036	100,000.00	3.100%	4,805.00	104,805.00	109,610.00
08/01/2036	-	-	3,255.00	3,255.00	-
02/01/2037	100,000.00	3.150%	3,255.00	103,255.00	106,510.00
08/01/2037	-	-	1,680.00	1,680.00	-
02/01/2038	105,000.00	3.200%	1,680.00	106,680.00	108,360.00
Total	\$1,290,000.00	-	\$351,890.22	\$1,641,890.22	-

Yield Statistics

Bond Year Dollars	\$11,858.67
Average Life	9.193 Years
Average Coupon	2.9673675%
Net Interest Cost (NIC)	3.0979049%
True Interest Cost (TIC)	3.1109729%
Bond Yield for Arbitrage Purposes	2.9562207%
All Inclusive Cost (AIC)	3.3512462%

IRS Form 8038

Net Interest Cost	2.9673675%
Weighted Average Maturity	9.193 Years

CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Michael Martin, AICP, Assistant Community Development Director
Ron Batty, City Attorney

PRESENTER: Jeff Thomson, Community Development Director

AGENDA ITEM: Sale of 1375 Frost Avenue and 1900 Clarence Avenue
 a. Resolution Approving the Sale of 1375 Frost Avenue and 1900
 Clarence Avenue and Authorizing Execution of the Purchase
 Agreement Therefor
 b. Purchase Agreement with Beacon Interfaith Housing Collaborative

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☒ Resolution ☐ Ordinance ☒ Contract/Agreement ☐ Proclamation

Policy Issue:

The City of Maplewood has received a purchase offer for the city-owned properties at 1375 Frost Avenue East and 1900 Clarence Avenue North.

Recommended Action:

- a. Motion to approve a resolution approving the sale of 1375 Frost Avenue and 1900 Clarence Avenue and authorizing execution of the purchase agreement therefor.
- b. Motion to approve the purchase agreement with Beacon Interfaith Housing Collaborative for the sale of properties at 1375 Frost Avenue East and 1900 Clarence Avenue North.

Fiscal Impact:

Is There a Fiscal Impact? ☒ No ☐ Yes, the true or estimated cost is \$0.

Financing source(s): ☐ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☒ Other: The city would receive \$455,000.

Strategic Plan Relevance:

☐ Community Inclusiveness ☐ Financial & Asset Mgmt ☐ Environmental Stewardship
☐ Integrated Communication ☒ Operational Effectiveness ☒ Targeted Redevelopment

The sale of the property is consistent with the city's strategic plan. The city is selling the property for fair market value which ensures the city is a good steward of its capital assets. The city acquired the property at 1375 Frost Avenue as part of its Gladstone Neighborhood redevelopment strategy. The proposed use is consistent with the city's 2040 comprehensive plan policies related to land use and housing.

Background:

The city purchased the property at 1375 Frost Avenue on October 1, 2018, for \$275,000. The city-owned land at 1900 Clarence Street dates back to when the city's municipal center was located within the building to the east – the current home of the Philippine Center of Minnesota. The property at 1900 Clarence Street is valued by Ramsey County at \$158,400.

Beacon Interfaith Housing Collaborative and City staff will work with the Philippine Center of Minnesota to facilitate a swap of parking lot properties – giving Beacon Interfaith Housing Collaborative a larger development site and the Philippine Center of Minnesota a parking lot adjacent to their building.

Beacon Interfaith Housing Collaborative is intending to construct a 40-unit multi-family residential project on this site. The developer will be making a tax credit application to Minnesota Housing to finance this project.

Letter of Intent

On February 28, 2022, the City Council reviewed the letter of intent from Beacon Interfaith Housing Collaborative that outlined the general terms for the purchase. City staff and the city attorney have finalized the purchase agreement with Beacon Interfaith Housing Collaborative that is consistent with the terms in the letter of intent. The purchase agreement includes the following terms:

- Sale price of \$455,000
- 180-day due diligence period
- \$25,000 in earnest money from the developer to secure commitments in the purchase agreement. The earnest money would be refundable if the developer walks away from the deal based on their due diligence review of the property.
- Allows two 60-day extensions to the closing date at the discretion of the developer. Exercising each extension requires an additional \$10,000 in earnest money, which would not be refundable.
- Closing date no later than 30 days after the completion of the due diligence period.
- The City is responsible for paying a broker commission of \$13,650.

Next Steps

The approval of the purchase agreement by both parties will initiate the due diligence period. The developer will be required to submit a development application to the city for any required land use and zoning approvals. The development application will be reviewed by the Community Design Review Board, Planning Commission, and City Council.

The developer will also be required to submit a tax increment financing application. A contract for private development will be reviewed at a future EDA meeting and will outline the terms and conditions of the tax increment financing to support the affordable housing units that will be constructed as part of the project.

Attachments:

1. Resolution Approving the Sale of 1375 Frost Avenue and 1900 Clarence Avenue and Authorizing Execution of the Purchase Agreement Therefor
2. Purchase Agreement

CITY OF MAPLEWOOD, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING THE SALE OF 1375 FROST AVENUE AND 1900 CLARENCE AVENUE AND AUTHORIZING EXECUTION OF THE PURCHASE AGREEMENT THEREFOR

WHEREAS, the City of Maplewood (the “**City**”) is the owner of certain real property located at 1375 Frost Avenue and 1900 Clarence Avenue in Maplewood, Minnesota (the “**Property**”); and

WHEREAS, Beacon Interfaith Housing Collaborative, a Minnesota non-profit corporation (the “**Buyer**”) has offered to purchase the Property and the City has accepted such offer to purchase; and

WHEREAS, the City and the Buyer have negotiated a purchase agreement with respect to the Property (the “Purchase Agreement”).

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

1. The recitals set forth herein are incorporated into and made a part hereof.
2. The Purchase Agreement is hereby approved and the Mayor and City Manager are authorized and directed to execute the Purchase Agreement on behalf of the City.
3. The Mayor, City Manager, staff, and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent hereof.

Approved this 25th day of April, 2022, by the City Council of the City of Maplewood, Minnesota.

CITY OF MAPLEWOOD, MINNESOTA

Marylee Abrams, Mayor

Attest:

Andrea Sindt, City Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “**Agreement**”) is made as of this ____ day of _____, 2022 (the “**Effective Date**”), by and between the city of Maplewood, a municipal corporation under the laws of Minnesota (the “**Seller**”), and Beacon Interfaith Housing Collaborative, a Minnesota non-profit corporation (the “**Buyer**”). The Seller and the Buyer are each referred to herein as a “**Party**” or collectively as the “**Parties**.” The Effective Date written above shall be the date this Agreement is signed by the second Party.

Recitals

WHEREAS, the Seller is the owner of that certain real property located at 1375 Frost Avenue and 1900 Clarence Avenue, Maplewood, Minnesota, in Ramsey County, Minnesota, and consisting of approximately 1.42 acres, which property is legally described on the attached **Exhibit A** (the “**Property**”); and

WHEREAS, the Seller wishes to sell, and the Buyer wishes to purchase the Property under certain terms and conditions as set forth in this Agreement.

Terms of the Agreement

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.
2. **Offer/Acceptance for Sale of Property.** The Seller hereby agrees to sell the Property to the Buyer and the Buyer hereby agrees to purchase the same, pursuant to the terms and conditions of this Agreement.
3. **Purchase Price and Terms.** The total purchase price for the Property is Four Hundred Fifty-five Thousand Dollars and No/100 (\$455,000.00) (the “**Purchase Price**”).
4. **Closing.** The closing on the purchase and sale of the Property (the “**Closing**”) shall occur on or before thirty (30) days after the expiration of the Due Diligence Period or extension thereof as hereinafter defined (the “**Closing Date**”), or such earlier date as the Parties may agree upon, at the office of the title company, as hereinafter defined, or at such other location as the Parties may agree. Buyer shall have the right to extend the Closing Date for an additional 30 days but Buyer shall be required to deposit with the title company prior to expiration of the initial 30 day closing period an additional \$5,000 which shall be non-refundable but shall be applied to the Purchase Price.
5. **Terms.**
 - a. **Earnest Money.** Within five business days after the Effective Date, the sum of Twenty-five thousand dollars (\$25,000) (the “**Earnest Money**”) shall be paid by

the Buyer to the Seller and shall be held in escrow by Guaranty Commercial Title, Inc., Attn: Wendy Ethen, The Nic on 5th, 465 Nicollet Mall, Suite 230, Minneapolis, MN 55401, wethen@guarantytitle.net (the “**Title Company**”) in an interest bearing account until Closing, to be applied to the Purchase Price on the Closing Date or otherwise disbursed or applied as provided in this Agreement. The Earnest Money shall be refundable to Buyer as provided for in this Agreement

- b. **Balance Due Seller.** Subject to performance by the Seller, the Buyer agrees to pay by cash, check or electronic transfer of funds on the Closing Date the remaining balance of the Purchase Price, as adjusted by prorations, reductions and credits as provided in this Agreement, due to the Seller according to the terms of this Agreement.
 - c. **Deed/Marketable Title.** Subject to performance by the Buyer, the Seller agrees to execute and deliver on the Closing Date a quit claim deed conveying title to the Property to the Buyer (the “**Deed**”), free and clear of all encumbrances, except the Permitted Exceptions (as hereinafter defined).
6. **Due Diligence Period.** For a period of 180 days after the Effective Date, (the “**Due Diligence Period**”), the Buyer will have the absolute right to cancel this Agreement by written notice if in the Buyer’s sole and absolute discretion: (a) the Buyer is unsatisfied with Buyer’s review of the Seller’s Property Information (as defined herein) and of the results of any matters disclosed by the Buyer’s review, inspection, investigation and testing of the Property (collectively, the “**Inspections**”), including without limitation, analysis of any conditions affecting the Property, zoning restrictions, governmental approvals and permits, easements and covenants, access and parking, utility availability, connections and access, surveys, engineering inspections, soils, geotechnical, wetland, Phase I and Phase II environmental and other reports, which the Buyer in its sole and absolute discretion deems necessary and appropriate; or (b) any of the Buyer’s contingencies listed in Section 11(a) herein have not been satisfied.
7. **Extension of Due Diligence Period.** Buyer shall have the option to extend the Due Diligence Period by up to two, 60-day periods (each an “**Extension Period**”). Buyer shall notify Seller in writing prior to the termination of the Due Diligence Period if it intends to implement the first Extension Period, and before the adjusted Due Diligence Period if it intends to exercise the second Extension Period. Within three (3) calendar days of exercising each Extension Period, Buyer shall deposit an additional Ten Thousand Dollars (\$10,000.00) with the Title Company (the “**Additional Earnest Money**”). Each Additional Earnest Money under this Section shall be non-refundable to Buyer immediately upon deposit with the Title Company in all cases except a Seller default but shall be credited to the Purchase Price at Closing.
8. **Right of Entry.** During the Due Diligence Period, and as extended by an Extension Period pursuant to Section 7 herein, the Seller shall allow the Buyer, and the Buyer’s agents, physical access to the Property without charge at all reasonable times and upon not less than 48 hours advance notice to the Seller for the purpose of the Buyer’s Inspections.

9. **Seller's Property Information.** The Seller shall, within fourteen (14) days after the Effective Date, deliver to the Buyer copies of all items in the Seller's possession or control, including all surveys, title insurance policies, property tax statements, zoning information, licenses, permits, governmental approvals, easements, covenants, restrictions, and any other documents relating to the Property (collectively, the "**Seller's Property Information**").
10. **Documents.** In addition to the Deed required at Section 5(c) above, the following documents shall be in approved form, executed by the Seller's representative(s) either before or at Closing, and delivered by the Seller at Closing:
 - a. A standard form Affidavit of Seller;
 - b. A "bring-down" certificate, certifying that all of the warranties made by the Seller in this Agreement remain true as of the Closing Date;
 - c. A certificate that the Seller is not a foreign national;
 - d. A well disclosure certificate, if required, or, if there is no well on the Property, the Deed given pursuant to paragraph 5(c) above must include the following statement: "The Seller certifies that the Seller does not know of any wells on the described real property.";
 - e. A Methamphetamine Disclosure Certificate, if required;
 - f. Copies of any written lease or similar agreements affecting the Property, if any, and details of any oral lease agreements affecting the Property, if any, and evidence of the termination of any such agreements; and
 - g. Any other documents reasonably required by the Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that the Seller has complied with the terms of this Agreement.
11. **Contingencies.**
 - a. The Buyer's obligation to buy the Property from the Seller is contingent upon the following:
 - i. The Buyer's determination of marketable title pursuant to this Agreement;
 - ii. The Buyer's determination that the results of any environmental investigation or inspection of the Property conducted pursuant to this Agreement are satisfactory to the Buyer;

- iii. The Buyer's determination that the Property may be used for the development for which the Buyer anticipates utilizing the Property, including any land use approvals required from the city of Maplewood and/or any other governmental agency that must approve the Buyer's proposed use of the Property;
- iv. The Buyer's determination, in the Buyer's sole and absolute discretion, on or before expiration of the Due Diligence Period (as may be extended by the Extension Periods), that it has obtained financing, on terms acceptable to the Buyer, for the purchase of the Property; and
- v. The Seller entering into that certain Exchange Agreement with the fee owner of the Exchange Property (as defined in 12.a. below) in a form acceptable to Buyer.

The Buyer shall have until the expiration of the Due Diligence Period, as extended by the Extension Periods, to remove these contingencies. The above contingencies are solely for the benefit of the Buyer and may be waived by the Buyer only in writing. If the Buyer or its attorney gives written notice to the Seller that the contingencies are duly satisfied or waived, the Buyer and the Seller shall proceed to close the transaction as contemplated herein. If any contingency has not been satisfied or expressly waived by the Buyer on or before the end of the Due Diligence Period, as may be extended, then the Buyer may at its option terminate this Agreement, without liability, by written notice to the Seller at any time on or before the end of the Due Diligence Period, as may be extended by the Extension Periods. If the Buyer fails to notify the Seller in writing before the end of the Due Diligence Period as extended by the Extension Periods, of its option to terminate this Agreement, all contingencies shall be deemed satisfied or waived and the Parties shall proceed to Closing. If the Buyer terminates during an Extension Period the Additional Earnest Money shall be released to Seller and the Earnest Money shall be returned to Buyer. After the expiration of the Due Diligence Period, as extended by the Extension Period(s), all Earnest Money (*i.e.* Earnest Money and Additional Earnest Money) shall be non-refundable to Buyer in all instances except a Seller default.

- b. The Seller's obligation to sell the Property to the Buyer is contingent on the following:
 - i. Approval of this Agreement by the Seller's governing body; and
 - ii. A determination by the Seller's governing body that the provisions of Minnesota Statutes, section 462.356, subdivision 2 are satisfied.

The Seller shall remove the above contingencies by no later than forty-five (45) days after the Effective Date. These contingencies may not be waived. If one or more of the contingencies is not satisfied, or is not satisfied on time, this Agreement, and the Buyer's and the Seller's obligations hereunder, shall thereupon be terminated at no liability to the Buyer, and the Earnest Money and any accrued interest thereon be

refunded to the Buyer within five (5) business days after such termination of the Agreement. As a contingent Agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes, Section 559.21, et. seq.

12. **Exchange Agreement; Title Examination/Curing Title Defects.**

- a. The Seller agrees to enter into a land exchange agreement with the neighboring landowner – The Philippine Center of Minnesota – (the “**Exchange Agreement**”) in order to exchange that certain portion of the Property located at 1900 Clarence St. N. containing approximately 0.61 acres for that certain real property held by the Philippine Center containing approximately 0.42 acres and located at the NE quadrant of Frost Ave and Clarence Street and as legally described on the attached **Exhibit B** (the “**Exchange Property**”). A copy of such agreement shall be provided to Buyer by Seller prior to Closing. The purpose of the Exchange Agreement to be that the Seller shall acquire the Exchange Property prior to Closing and shall convey that certain portion of the Property located at 1900 Clarence to The Philippine Center of Minnesota after or concurrent with Closing.
- b. The Seller shall, at its expense and within ten (10) business days after the Effective Date, obtain and provide to Buyer an ALTA Form 2006 Owner’s Policy of Title Insurance insuring title to the Property in the amount of the Purchase Price and issued by the Title Company including legible copies of all Schedule B II documents referenced therein (collectively, the “**Title Commitment**”). Within forty-five (45) days of receipt of the Title Commitment, Buyer shall order an NSPS/ALTA survey of the Property based on the Title Commitment certified to Buyer, Seller and the Title Company (the “**Survey**”). The Title Commitment and Survey are, collectively, the “**Title Evidence**”. The Buyer shall have twenty (20) business days after receipt of the Title Evidence to examine the same and to deliver written objections to title, if any, to the Seller. Any matter shown in the Title Evidence to which the Buyer has not made an objection during the 20-business day period permitted for objections shall be a “**Permitted Exception**” under this Agreement. Following its receipt of the Buyer’s written objections to title, the Seller shall have forty-five (45) business days (the “**Cure Period**”) to make commercially reasonable efforts to correct all objections, in its sole discretion, during which period the Closing will be postponed. The Seller shall have no obligation to cure any defects in the title of the Property, and if any objections are not cured within the Cure Period and the Seller has informed the Buyer that it will undertake no further efforts to cure the objections to title, the Buyer will have the option to do any of the following: (i) terminate this Agreement and receive a full refund of all Earnest Money (and any Additional Earnest Money deposited) and any accrued interest thereon; (ii) extend the Cure Period so long as the Seller is making a good faith effort, with demonstrated progress, at the Buyer’s sole and absolute discretion for a period mutually agreed upon by the Parties; or (iii) waive the objections and proceed to close in which case the Buyer shall be deemed to have accepted the Property subject to any and all uncured objections, and such accepted objections shall be deemed Permitted Exceptions.

13. **Seller Representations and Warranties.** The Seller hereby represents and warrants to the Buyer now and as of the Closing Date that:

- a. **Title.** The Seller has good and marketable fee simple title to the Property, subject only to such encumbrances which are of record or are otherwise specified herein. There are no unrecorded leases or licenses affecting the Property except for those expressly detailed herein.
- b. **Condemnation.** There is no pending or, to the actual knowledge of the Seller, threatened condemnation or similar proceeding affecting the Property or any portion thereof, and the Seller has no actual knowledge that any such action is contemplated.
- c. **Legal Authority/Capacity.** The Seller has full power and authority to enter into and perform this Agreement in accordance with its terms.
- d. **Leases.** The Seller represents that there are no third parties in possession of the Property, or any part thereof; and that there are no leases, oral or written, affecting the Property or any part thereof.
- e. **Foreign Status.** The Seller is not a “foreign person” as such term is defined in the Internal Revenue Code.
- f. **Methamphetamine Production.** To the best of the Seller’s knowledge, methamphetamine production has not occurred on the Property.
- g. **Wells.** To the best of Seller’s knowledge, there are no wells (as defined in Minnesota Stat. § 1031.005, subd. 21) on the Property.
- h. **Sewer Treatment Systems.** To the best of Seller’s knowledge, there is no individual sewage treatment system (as defined in Minnesota Stat. § 115.55, subd. 1(g)) located on or about the Property or serving the Property.

The Seller’s representations and warranties set forth in paragraphs 8(a) through 8(h) shall be continuing and are deemed to be material to the Buyer’s execution of this Agreement and the Buyer’s performance of its obligations hereunder. All such representations and warranties shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time.

14. **Property Sold As Is.** Except as otherwise set forth in this Agreement, the Seller is selling the Property As Is and makes no representations regarding the environmental conditions or the presence of any Hazardous Substances on the Property or any improvements located thereon. Nothing herein shall require or obligate Seller to improve, modify, or repair the improvements currently existing within the Property. Buyer acknowledges such improvements are currently substandard and accepts such in its as is condition.

Notwithstanding the foregoing, prior to Closing Seller shall have the right, but not the obligation, to demolish or otherwise remove any and all improvements located on the Property. In the event that the Seller elects to demolish any or all improvements located on the Property prior to Closing, the Parties agree that the Seller's actual costs and expenses associated with such demolition shall be added to the Purchase Price and paid by Buyer to Seller at Closing. The amount added to the Purchase Price as contemplated under this Section 14 shall not exceed One Hundred Thousand Dollars and No/100 (\$100,000.00) but shall not affect the amount of the broker's commission payable by Seller pursuant to section 27 of this Agreement.

15. **Environmental Investigation.** The Seller hereby grants to the Buyer and the Buyer's agents a license to enter and evaluate the Property for the purpose of conducting an environmental assessment, subject to the Buyer providing the Seller at least 48 hours' notice of such inspections. Prior to such entry, Buyer shall provide Seller with a certificate of insurance demonstrating general commercial liability coverage of at least \$1,000,000 per occurrence and which names the Seller as an additional insured. The Buyer or the Buyer's agent shall have the right pursuant to the license to bring persons and equipment onto the Property, make inspections and perform tests and analyses as the Buyer may deem reasonable to determine the presence of Hazardous Substances on the Property. For the purposes of this Section, "Hazardous Substances" means any product, substance or waste whose presence, use storage, manufacture, disposal, transportation or release, either by itself or in combination with other materials (i) is potentially injurious to the public health, safety or welfare, or the environment, (ii) is regulated under any Environmental Law or by any government entity, or (iii) is a basis for liability or potential liability to any governmental agency or third party under any Environmental Law. Hazardous Substances include, without limitation, hazardous wastes, solid wastes, demolition materials, petroleum or petroleum products or fractions thereof, asbestos and asbestos-containing materials, polychlorinated biphenyls, toxic molds, pesticides, and other hazardous or toxic substances, pollutants and contaminants. The term "Environmental Law" means all applicable federal, state or local laws, statutes, common law rulings, ordinances, rules, regulations and agency guidance documents relating to pollution, protection of the environment or the generation, manufacture, disposal, treatment, release, use of or exposure to chemical or hazardous substances, as in effect on the date hereof, including without limitation the Minnesota Environmental Response and Liability Act, the federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Toxic Substances Control Act, the Clean Air Act, and Occupational Safety and Health Act, all as amended, and regulations promulgated thereunder.

The Buyer shall bear the cost of any such environmental assessment. If the results of any environmental assessment are not to the satisfaction of the Buyer, the Buyer at its sole discretion may cancel this Agreement during the Due Diligence Period, as extended, without liability and the Earnest Money, and any and all accrued interest thereon, shall be refunded to the Buyer within five (5) business days after such termination. If the Buyer cancels this Agreement pursuant to this provision, the Buyer shall restore the Property to its original condition or nearly so as is reasonably practicable.

The Buyer agrees to indemnify the Seller against any liability, cost or expense incurred by the Seller as a result of the Buyer's actions on the Property, including but not limited to fines, court costs, reasonable attorneys' fees and remedial costs *provided however*, that Buyer will not be liable for any pre-existing conditions merely discovered by Buyer during its investigations. Regardless of whether the Buyer avails itself of the right to conduct tests and inspections on the Property pursuant to this Agreement, after the Closing the Seller shall have no obligation or liability to the Buyer for any unsuitability with respect to the soil conditions or the presence of Hazardous Substance on the Property. If the Buyer does not notify the Seller that it objects to the results of the environmental inspection or does not perform an environmental inspection within the time specified above, this contingency shall be deemed to have been waived by the Buyer.

16. **Real Estate Taxes and Special Assessments; Utilities.** The Property is currently exempt from the payment of real estate taxes. Real estate taxes owed through Closing shall be the sole responsibility of the Seller and those owed after Closing shall be the sole responsibility of the Buyer. No later than the Closing Date, the Seller shall pay all real estate taxes payable in previous years, if any, the entire unpaid balance of special assessments, if any, and all installments of special assessments levied, certified for payment, pending, and deferred, including special assessment installments payable after the year of Closing, and all interest thereon. The Seller shall pay all utility charges and fees, including without limitation, water, sanitary sewer, gas, electricity, etc., for all periods through the Closing Date.
17. **Possession.**
 - a. **Possession.** The Seller agrees to deliver possession of the Property not later than the Closing Date.
 - b. **No Encumbrances.** The Seller agrees not to place any liens or encumbrances on the Property after the Effective Date.
18. **Closing Costs and Related Items.** The Seller will pay the following costs: (a) any deed transfer taxes and conservation fees and recording fees for all instruments required to establish marketable title; (b) the title search, name search and assessment search fees and other fees incurred in preparation of the Title Commitment; and (c) one-half the closing fee charged by the Title Company utilized to close the transaction contemplated by this Agreement. The Buyer shall pay the following costs: (a) recording fees required to record its deed from the Seller under this Agreement; (b) the title insurance premium; (c) the cost of the Survey; and (d) one-half the closing fee charged by the Title Company utilized to close the transaction contemplated by this Agreement. Each Party shall be responsible for its own attorneys' fees and costs.
19. **Default.** If Seller is the defaulting Party, Buyer's sole and exclusive remedies shall be to either (i) bring an action for specific performance of this Agreement within three (3) months after default and expiration of any applicable cure period; or (ii) terminate this

Agreement. In the event Buyer terminates this Agreement by reason of any default by Seller hereunder, all Earnest Money (and any Additional Earnest Money) shall be disbursed to Buyer (including any portion thereof that had, prior to Seller's default, been designated as non-refundable) and receive damages limited to the reasonable and documented third party out-of-pocket costs incurred by Buyer related to this Agreement or the Property up to a maximum of Twenty-Five Thousand and no/100 dollars (\$25,000.00) ("**Seller's Cap**"). This Agreement is non-recourse to Seller and, Seller shall have no personal liability of any kind or nature hereunder to Buyer. The foregoing shall not be construed to limit Buyer's damages for Seller's breach of a representation or warranty discovered after Closing. If Buyer is the defaulting Party, Seller's sole and exclusive remedies shall be to (i) proceed to Closing in accordance with the remaining terms of this Agreement; or (ii) terminate this Agreement and retain all Earnest Money and any Additional Earnest Money as liquidated damages; *provided, however*, that this provision shall not limit Seller's remedies or damages for claims based on Buyer's indemnification obligations set forth in this Agreement. In the event Seller terminates this Agreement by reason of any default by Buyer hereunder, all Earnest Money and Additional Earnest Money shall be disbursed to Seller. Other than the specific remedies expressly set forth in this Section 19. Seller hereby waives any and all right and remedy, at law or in equity, to which Seller may otherwise have been entitled by reason of Buyer's default.

20. **Notice.** Any notice must be in writing or via email and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery or if via email on the date of the email delivery; (b) one (1) business day after deposit with Federal Express or other commercial overnight courier; or (c) two (2) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the Parties shall be sent to their addresses set forth below. Either Party, by written notice to the other, may change its address to which notices are to be sent.

If to Buyer: Beacon Interfaith Housing Collaborative
Attn: Kirsten Spreck
2610 University Avenue West, Suite 100
St. Paul, MN 55114
Email: KSpreck@beaconinterfaith.org

With a Copy to:

Gerstein -Timm, PLLC
Attn: Beth G. Timm
100 Prairie Center Drive, Suite 210
Eden Prairie, MN 55344
Email Address: Beth@Timmlegal.com

If to Seller: City of Maplewood
1830 East County Road B
Maplewood, MN 55109
Attn: City Manager
Email: melinda.coleman@maplewoodmn.gov

w/copy to: Ronald H. Batty
Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Email: RBatty@Kennedy-Graven.com

21. **Assignment.** The Seller and the Buyer acknowledge and agree that the Buyer may assign the Buyer's interest in this Agreement to a single purpose development entity under common control with the Buyer. The Seller agrees that the Buyer may assign its rights under this Agreement to said development entity with advanced notice to, but without the prior written approval of, the Seller. However, the Buyer shall not have the right to assign its rights under this Agreement to an individual or entity that is not under common control with the Buyer without the prior written approval of the Seller. Any assignee shall assume all obligations imposed on the Buyer as if the assignee was the original the Buyer under this Agreement.
22. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral.
23. **Modification and Waiver.** Except as expressly permitted in Section 21 of this Agreement relating to the assignment of the Buyer's interest in this Agreement to an entity under common control with the Buyer, no purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by both Parties (in the case of amendments or modifications) or by the Party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
24. **Risk of Loss.** If there is any loss or damage to the Property between the Effective Date and the Closing Date, for any reason including, but not limited to, fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before the Closing Date Seller shall give Buyer written notice of such damage and destruction and Buyer may, at Buyer's option, within ten (10) business days after Buyer's receipt of notice from Seller, either (a) require Seller to assign to Buyer any property damage insurance proceeds to which Seller is entitled and proceed to Closing;

or (b) cancel this Agreement and receive back the Earnest Money and all Additional Earnest Money, in which event both Buyer and Seller shall be released from all obligations hereunder. If Buyer fails to exercise either option within said election period, then Buyer shall be deemed to have elected the option set forth in subparagraph (a) hereof. Prior to Closing, Seller shall not adjust any casualty insurance on the Property or commence any repair or restoration of any damage or destruction without the consent of Buyer, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer and Seller agree this Section 24 does not apply to any demolition under Section 14 of the Agreement of any improvements currently existing on the Property.

25. **Condemnation.** If, on or before the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, the Seller will immediately give notice to the Buyer of such fact, together with a legal description of the property being taken, and the Buyer shall have the right at its option to terminate this Agreement by giving notice to the Seller within thirty (30) business days after receiving the Seller's notice or to purchase any remaining portion of the Property that has not been so taken by condemnation or eminent domain, with a reduction in the Purchase Price equal to the amount of the condemnation proceeds actually received by the Seller. Upon termination of this Agreement pursuant to this Section, neither Party will have further obligations under this Agreement, except all Earnest Money and Additional Earnest Money and any and all interest accrued thereon will be refunded to the Buyer. If this Agreement is terminated under this Section, any awards from such condemnation or eminent domain proceedings shall belong to the Seller. Before the Closing Date, the Seller will not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without providing the Buyer with written notice and obtaining the Buyer's consent, which shall not be unreasonably withheld.
26. **Attorneys' Fees.** If either Party commences an action against the other to enforce any of the terms of this Agreement, or because of the breach by either Party of the terms hereof, the prevailing Party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with the prosecution or defense of such matter.
27. **Broker.** Seller agrees to pay at Closing a broker's commission of \$13,650 to Buyer's broker, Cushman & Wakefield. Except as provided above, Buyer agrees to indemnify Seller for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Buyer, and Seller agrees to indemnify Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Seller.
28. **Additional Documents.** The Buyer and the Seller agree to cooperate with the other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either Party to effectuate the transaction contemplated by this Agreement.

29. **Execution in Counterparts.** This Agreement may be executed in counterparts by the Parties hereto. Facsimile, scanned PDF, or other electronic signatures shall be sufficient for all purposes.
30. **Severability.** Any provision of this Agreement which is deemed void or unenforceable may be severed from the remaining provisions without affecting the enforceability of the remaining provisions.
31. **Choice of Law and Venue; Interpretation.** This Agreement shall be governed by, enforced, and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and the Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

{Remainder of Page Intentionally Left Blank; Signature Page to Follow}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in their names and on their behalf on or as of the date and year first above written.

THE BUYER:

**BEACON INTERFAITH HOUSING
COLLABORATIVE**

By: _____

Its: _____

DATED: _____, 2022

THE SELLER:

CITY OF MAPLEWOOD

By: _____
Marylee Abrams, Mayor

By: _____
Melinda Coleman, City Manager

DATED: _____, 2022

This Instrument Drafted By:

KENNEDY & GRAVEN, CHARTERED

Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
Legal Description of the Property

Lots 13, 14, 15, 16, 17, 18, and 19 except the North 15 feet of Lot 19, Block 11, Gladstone, together with that part of the vacated alley adjacent thereto which accrued thereto by reason of vacation thereof, Ramsey County, Minnesota;

AND

Lots 1, 2, 3, 4, and 5, Block 12, Gladstone, together with that part of the vacated alley adjacent thereto which accrued thereto by reason of vacation thereof, Ramsey County, Minnesota.
[SUBJECT TO VERIFICATION]

PIDs:

15-29-22-23-0023

15-29-22-23-0024

15-29-22-23-0094

15-29-22-32-0028

Abstract Property

EXHIBIT B
Legal Description of the Exchange Property

Lot 26, 27, 28, 29 and 30, Block 12, Gladstone, together with the entire vacated alley adjacent to Lots 26, 27, 28, 29 and 30, Block 12, Gladstone, and Lot 4 except the North 14.25 feet thereof, also all of Lot 5, 6, 7, 8 and 9, Lunn's Rearrangement of Lots 7 to 12, inclusive, Block 11, Gladstone, together with that portion of vacated alley in Block 11, Gladstone, accruing thereto, all according to the plat thereof on file and of record in the Office of the County Recorder, in and for Ramsey County, Minnesota.

PIDs:

15-29-22-23-0087

15-29-22-32-0038

Abstract Property

CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Steven Love, Public Works Director / City Engineer
Jon Jarosch, Assistant City Engineer
Tyler Strong, Civil Engineer I

PRESENTER: Steven Love

AGENDA ITEM: Resolution Receiving Bids and Awarding Construction Contract, Cope Avenue Improvements, City Project 21-06

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☒ Resolution ☐ Ordinance ☐ Contract/Agreement ☐ Proclamation

Policy Issue:

Plans and specifications for the Cope Avenue Improvements, City Project 21-06 were approved by Council on March 14, 2022. The plans and specifications were subsequently advertised for bids and a bid opening was held on April 12, 2022. These bids have been tabulated and checked for accuracy, with Park Construction Company submitting the lowest responsible bid.

The City Council will consider approving a resolution to receive bids and award a construction contract to Park Construction Company for the Cope Avenue Improvements, City Project 21-06.

Receiving bids and awarding a contract is one of the last steps in the public improvement process prior to starting construction on a street improvement project.

Recommended Action:

Motion to approve the resolution receiving bids and awarding a construction contract for Cope Avenue Improvements, City Project 21-06, to Park Construction Company for the base bid only.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$3,746,006.48

Financing source(s): ☐ Adopted Budget ☒ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☒ Other: Construction Contract

Strategic Plan Relevance:

☒ Community Inclusiveness ☒ Financial and Asset Mgmt ☒ Environmental Stewardship
☐ Integrated Communication ☐ Operational Effectiveness ☐ Targeted Redevelopment

Cope Avenue is an important part of the City's infrastructure serving as a connection to local neighborhoods, multi-family properties, and numerous commercial businesses. Cope Avenue has

deteriorated beyond the point of regular annual maintenance and is in need of replacement. The project will provide a multi-modal corridor between English Street and White Bear Avenue along Cope Avenue. Likewise, the design will reduce impervious areas by approximately ½ acre, reducing stormwater runoff volumes and improving water quality.

Background

The Cope Avenue Improvement project includes the full depth reclamation of the project streets, replacement of the concrete curb and gutter, replacement of the water mains, minor improvements to the sanitary sewer system, replacement of portions of the storm sewer system, and installation of new street pavement. The project also includes a reconfiguration of the street to better-fit traffic demands, improve pedestrian and bicyclist access and safety, reduce unnecessary impervious surfaces, and slow and improve traffic safety along the corridor. A bituminous fog seal of past neighborhood improvement project streets has been included with this project to increase the longevity of those streets along with the lining of portions of the sanitary sewer system that is prone to groundwater infiltration and root intrusion.

Bid Alternate 1 was included with this project at the request of Saint Paul Regional Water Services to provide an option to utilize poly-vinyl chloride (PVC) water main material in lieu of the standard ductile-iron pipe (DIP) to allow for potential supply-chain shortages. From the information received from contractors, the PVC material would not be available during the project timeframe and as such staff is not recommending award of Bid alternate 1.

Three valid bids were received for this project. A summary of the base bids are shown below in Table 1. The bids have been checked and tabulated for accuracy. The Engineer's Estimate for project construction cost was \$3,470,095.95. As seen in Table 1, the lowest bid from Park Construction of \$3,746,006.48 is approximately \$275,900 (7%) higher than the Engineer's Estimate. The majority of the higher than estimated costs are associated with water main improvements (\$160,000 over estimate) and sanitary sewer improvements (\$130,000 over estimate). These increased costs are likely attributed to current world events and material supply shortages.

Base Bid Tabulation - Table 1	
Bidder	Bids
Engineering Estimate	\$3,470,095.95
Park Construction	\$3,746,006.48
T.A. Schifsky & Sons	\$3,756,375.03
Geislinger & Sons	\$4,214,702.74

The City has worked successfully with Park Construction Company as a prime contractor in the past, most recently during the Londin-Highpoint Area Pavement Rehabilitation in 2018. Staff feels the bid is competitive and recommends awarding the base bid contract to Park Construction Company.

Budget Impact:

The currently approved funding plan, established at the feasibility stage of the project, is \$3,927,500. The new total estimated project cost (including indirect costs and a 10% contingency) is \$4,615,000, roughly \$687,500 above the current financing plan. As was noted above, this increase in costs over earlier estimates is mostly attributed to current world events and material shortages that were not present during the feasibility stage of the project.

The majority of the increased costs are proposed to be accommodated by increased funding from Saint Paul Regional Water Services and the Sanitary Sewer Fund, with smaller increases seen in the remaining sources of funding. Although an increase in G.O. Improvement bonding is proposed versus the current funding plan, it should be noted that bonding levels are estimated to remain approximately \$129,000 below the level of bonding estimated in the CIP.

Estimated Project Cost Recovery		
Revenues	Current Funding Plan	Proposed Funding Plan
Special Assessments	\$ 441,000.00	\$ 441,000.00
G.O. Improvement Bonds	\$ 1,688,000.00	\$ 1,724,550.00
Sanitary Sewer Fund	\$ 209,900.00	\$ 395,600.00
Environmental Utility Fund	\$ 429,100.00	\$ 455,600.00
St. Paul Regional Water	\$ 1,004,500.00	\$ 1,443,250.00
W.A.C. Fund	\$ 155,000.00	\$ 155,000.00
Total Funding	\$ 3,927,500.00	\$ 4,615,000.00

The estimated project costs and proposed funding plan have been reviewed by the Finance Director. A final budget adjustment will be made based on final construction costs after construction is complete. It is recommended to adjust the current project budget as shown above.

Proposed Schedule:

Project Milestone	Date
Order Preparation of Feasibility Study	8/9/2021
Accept Feasibility Study, Order Public Hearing, Authorize Preparation of Plans & Specifications	1/24/2022
Public Hearing & Order Improvement	2/14/2022
Approve Plans and Specifications, Authorize Advertisement for Bids, Authorize Preparation of Assessment Roll	3/14/2022
Bid Opening	4/13/2022
Award Contract	4/25/2022
Begin Construction	May 2022
Accept Assessment Roll & Order Assessment Hearings	8/8/2022
Assessment Hearing	9/12/2022
Adopt Assessment Roll	9/12/2022
Complete Construction	Oct./Nov. 2022
Assessments Certified to Ramsey County	November 2022

Attachments

1. Resolution Receiving Bids and Awarding Construction Contract
2. Project Location Map
3. Award of Contract Presentation

RESOLUTION
RECEIVING BIDS AND AWARDING CONSTRUCTION CONTRACT

WHEREAS, pursuant to resolution passed by the City Council on March 14, 2022, approving plans and specifications and advertising for bids for Cope Avenue Improvements, City Project 21-06, and

WHEREAS, the plans and specifications were advertised for bids pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, bids were received and opened on April 12, 2022 at 10:00 A.M.

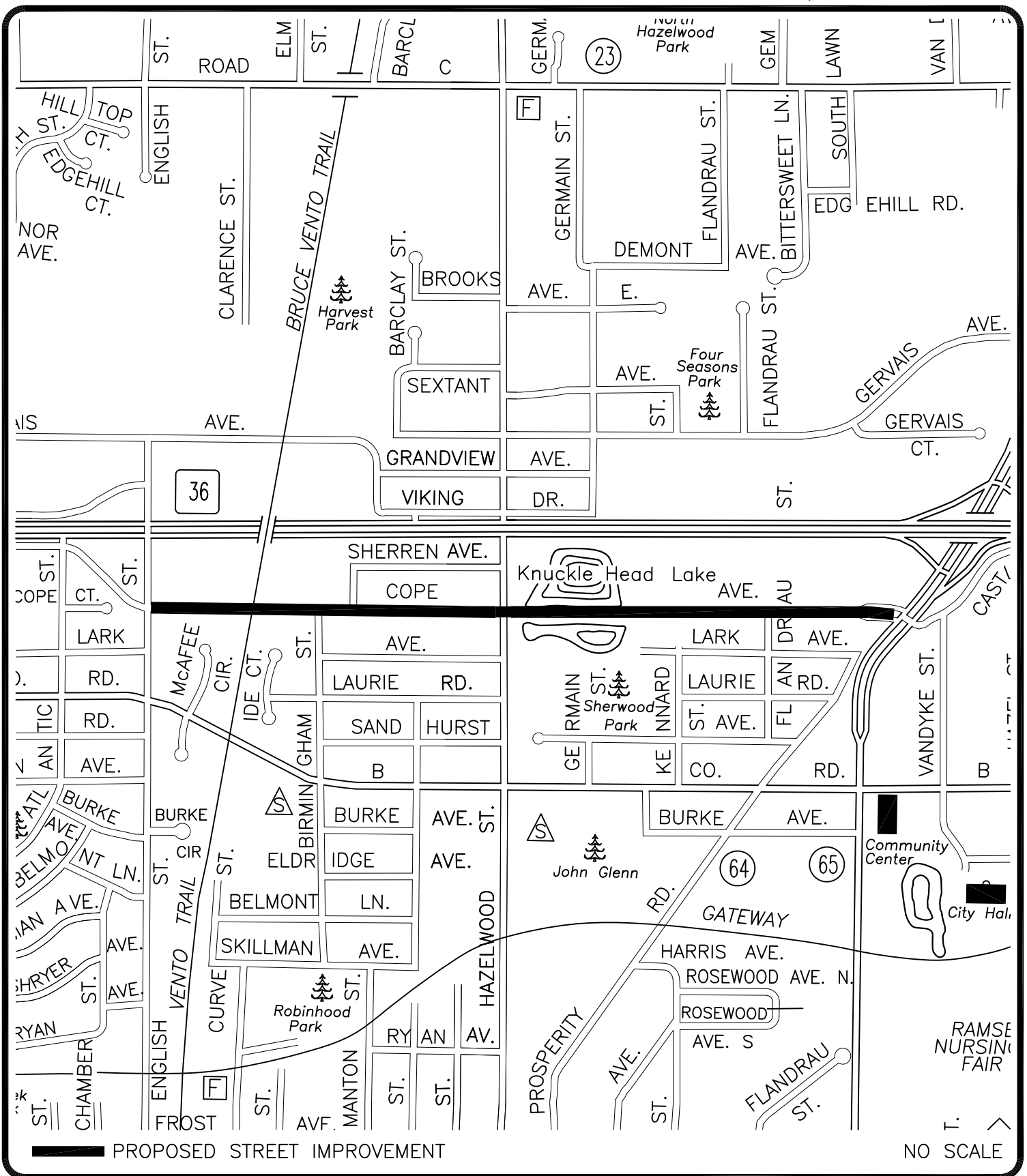
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that the base bid of Park Construction Company in the amount of \$3,470,095.95 is the lowest responsible bid for the construction of Cope Avenue Improvements, City Project 21-06, and the Mayor and the City Manager are hereby authorized and directed to enter into a contract for the base bid only with said bidder for and on behalf of the City.

The budget for the Cope Avenue Improvements is hereby modified to the amounts shown below.

Project Cost Recovery	
Revenues	Financing Plan
Special Assessments	\$ 441,000.00
G.O. Improvement Bonds	\$ 1,724,550.00
Sanitary Sewer Fund	\$ 395,600.00
Environmental Utility Fund	\$ 455,600.00
St. Paul Regional Water	\$ 1,443,250.00
W.A.C. Fund	\$ 155,000.00
Total Funding	\$ 4,615,000.00

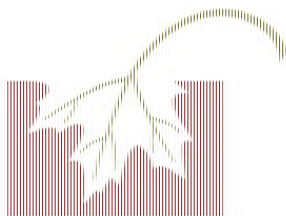
The Finance Director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project and to prepare a budget adjustment based on final construction costs.

Approved this 25th day of April 2022.



Cope Avenue Improvements Project Location Map City Project 21-06



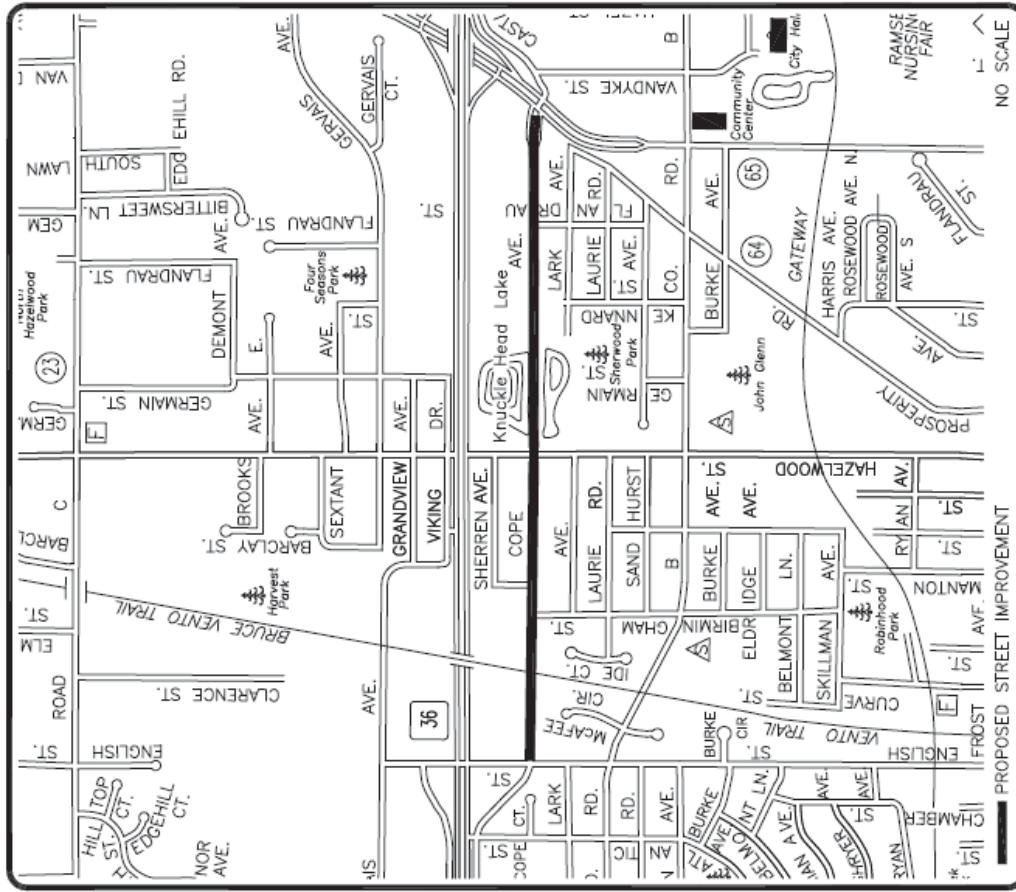


Award of Contract

Cope Avenue Improvements City Project 21-06

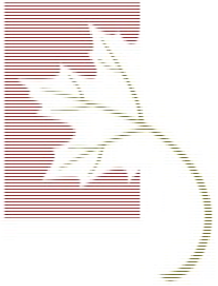
Jon Jarosch, P.E.
Assistant City Engineer

April 25, 2022



Bid Tabulation

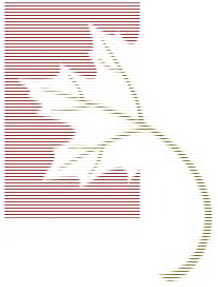
Cope Avenue Improvements – Bid Tabulation	
Bidder	Bids Received
Engineer's Estimate	\$3,470,095.95
Park Construction	\$3,746,006.48
T.A. Schifsky & Sons	\$3,756,357.03
Geislinger & Sons	\$4,214,702.74



Maplewood

Project Budget

Cope Avenue Improvements – Project Funding Plan		
Revenues	Current Funding Plan	Proposed Funding Plan
Special Assessments	\$441,000.00	\$441,000.00
G.O. Improvement Bonds	\$1,688,000.00	\$1,724,550.00
Sanitary Sewer Fund	\$209,900.00	\$395,600.00
Environmental Utility Fund	\$429,100.00	\$455,600.00
St. Paul Regional Water	\$1,004,500.00	\$1,443,250.00
W.A.C. Fund	\$155,000.00	\$155,000.00
Total Funding	\$3,927,500.00	\$4,615,000.00



Maplewood

Recommendation

- Approval of resolution receiving bids and awarding a construction contract for Cope Avenue Improvements, City Project 21-06, to Park Construction Company for the base bid only.

CITY COUNCIL STAFF REPORT

Meeting Date April 25, 2022

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Steven Love, Public Works Director / City Engineer
Jon Jarosch, Assistant City Engineer
Tyler Strong, Civil Engineer I

PRESENTER: Steven Love

AGENDA ITEM: Gervais Area Pavement Rehabilitation, City Project 21-07
a. Resolution Receiving Bids and Awarding Construction Contract
b. Joint-Powers Agreement with City of North Saint Paul

Action Requested: ☒ Motion ☐ Discussion ☐ Public Hearing

Form of Action: ☒ Resolution ☐ Ordinance ☒ Contract/Agreement ☐ Proclamation

Policy Issue:

Plans and specifications for the Gervais Area Pavement Rehabilitation, City Project 21-07 were approved by Council on March 14, 2022. The plans and specifications were subsequently advertised for bids and a bid opening was held on April 13, 2022. These bids have been tabulated and checked for accuracy with T.A. Schifsky and Sons, Inc. submitting the lowest responsible bid.

The City Council will consider approving a resolution to receive bids and award a construction contract to T.A. Schifsky & Sons for the base bid plus bid alternate 2 for the Gervais Area Pavement Rehabilitation, City Project 21-07. Receiving bids and awarding a construction contract is one of the last steps in the public improvement process prior to starting construction on a street improvement project.

Ariel Street is a border street with the City of North Saint Paul. A joint-powers agreement is necessary to establish responsibilities of each City related to the improvement project.

Recommended Action:

- a. Motion to approve the resolution receiving bids and awarding a construction contract for the base bid plus bid alternate 2 for the Gervais Area Pavement Rehabilitation, City Project 21-07, to T.A. Schifsky & Sons.
- b. Motion to enter into joint-powers agreement with City of North Saint Paul and further authorize the Mayor and City Manager to sign the attached joint-powers agreement. Minor revisions as approved by the City Attorney are authorized as needed.

Fiscal Impact:

Is There a Fiscal Impact? ☐ No ☒ Yes, the true or estimated cost is \$3,804,660.21
 Financing source(s): ☒ Adopted Budget ☐ Budget Modification ☐ New Revenue Source
☐ Use of Reserves ☒ Other: Construction Contract

Strategic Plan Relevance:

☒ Community Inclusiveness ☒ Financial and Asset Mgmt ☒ Environmental Stewardship
☐ Integrated Communication ☐ Operational Effectiveness ☐ Targeted Redevelopment
 The Gervais Area Neighborhood is an important part of the City's infrastructure serving as a connection to local neighborhoods, multi-family properties, and numerous commercial businesses. The streets in this area have deteriorated beyond the point of regular annual maintenance and are in need of replacement. The addition of a sidewalk along the north side of 11th Avenue from White Bear Avenue to Ariel Street will aid in connectivity from residential areas to the east to the White Bear Avenue corridor, as well as the numerous bus stops in the area. This project includes pavement reclamation, a process in which onsite materials are recycled and utilized in the final product, reducing the need to import new materials. Likewise, the new asphalt pavement contains recycled asphalt materials to reduce the need for raw materials.

Background

The Gervais Area Pavement Rehabilitation project includes the full-depth reclamation of the project streets, the spot replacement of severely deteriorated concrete curb and gutter, the replacement of large sections of the water main system, the replacement of select storm sewer structures, the installation of new bituminous pavement, and the installation of a sidewalk along the north side of 11th Avenue from White Bear Avenue to Ariel Street.

The rehabilitation of Ariel Street from County Road C to Highway 36, a border street with the City of North Saint Paul, was also included with this project in coordination with North Saint Paul. This portion of the project was included as two separate bid alternates. Bid alternate 1 includes the rehabilitation of Ariel Street along with the replacement of portions of the water main system and spot replacements to the curb and gutter. Bid alternate 2 includes the same items as Bid alternate 1, but also includes the addition of a sidewalk along the east-side (North Saint Paul side) of Ariel Street from County Road C to 9th Avenue. The City of North Saint Paul recommended the award of Bid Alternate 2 Ariel Street rehabilitation with sidewalk addition) at their April 19, 2022 City Council meeting. It should be noted that all costs associated with the installation of the sidewalk on the east side of Ariel Street would be covered by North Saint Paul. Maplewood staff recommend awarding Bid Alternate 2 as well.

Bid alternate 3 was included with this project to provide an option for utilizing poly-vinyl chloride (PVC) water main pipe as an optional material in lieu of ductile-iron pipe (DIP) in case of supply-chain shortages. Staff are not recommending award of Bid alternate 3 due to the PVC material not being available during the project timeframe and DIP being the preferred pipe material by Saint Paul Regional Water Services.

Two valid bids were received and tabulated. A summary of the bids are shown below in Table 1. The bids have been checked and tabulated for accuracy. The Engineer's Estimate for project construction cost for the Base Bid + Bid Alternate 2 was \$3,004,513.15.

As seen in Table 1, the lowest bid from T.A. Schifsky & Sons Inc. for the Base Bid + Bid Alternate 2 of \$3,804,660.21 is approximately \$13,000 higher than the Engineer's Estimate.

Bid Tabulation - Table 1	
Bidder	Base Bid + Bid Alternate 2
Engineering Estimate	\$3,791,879.15
T.A. Schifsky & Sons	\$3,804,660.21
Park Construction	\$4,120,144.15

The City has worked successfully with T.A. Schifsky & Sons as a prime contractor in the past, most recently during the Montana-Nebraska Area Pavement Rehabilitation in 2021. Staff feels the bid is competitive and recommends awarding the contract for the Base Bid plus Bid Alternate 2 to T.A. Schifsky & Sons

Budget Impact:

The currently approved financing plan, established at the feasibility stage of the project, is \$4,113,300. The new total estimated project cost (including indirect costs and a 10% contingency) is \$4,687,300, approximately \$574,000 below the current financing plan. The current approved financing plan is shown on the following page for reference.

The majority of the increased costs when comparing the current financing plan (feasibility stage) to the proposed financing plan are attributed to additional improvements that were added to the North Saint Paul side of Ariel Street during the bid phase as compared to the feasibility stage. Likewise, current world events and material shortages that were not present during the feasibility stage of the project also contributed to these increased costs. These costs will be recovered by contributions from North Saint Paul and Saint Paul Regional Water Services.

Estimated Project Cost Recovery		
Funding Source	Current Financing Plan	Proposed Financing Plan
Special Benefit Assessments	\$1,097,000	\$1,097,000
G.O. Improvement Bonds	\$194,928	\$116,228
Environmental Utility Fund	\$171,200	\$218,500
Sanitary Sewer Fund	\$89,300	\$76,100
Street Revitalization Fund	\$1,202,272	\$1,202,272
W.A.C. Fund	\$156,900	\$156,900
Saint Paul Regional Water Services	\$648,400	\$922,900
City of North Saint Paul	\$553,300	\$897,400
Total Estimated Project Funding:	\$4,113,300	\$4,687,300

The estimated project costs and proposed funding plan have been reviewed by the Finance Director. A final budget adjustment will be made based on final construction costs after construction is complete. It is recommended to adjust the current project budget as shown above.

Proposed Schedule:

Project Milestone	Date
Order Preparation of Feasibility Study	8/9/2021
Accept Feasibility Study, Order Public Hearing, Authorize Preparation of Plans & Specifications	1/24/2022
Public Hearing & Order Improvement	2/14/2022
Approve Plans and Specifications, Authorize Advertisement for Bids, Authorize Preparation of Assessment Roll	3/14/2022
Bid Opening	4/13/2022
Award Contract	4/25/2022
Begin Construction	May 2022
Accept Assessment Roll & Order Assessment Hearings	8/8/2022
Assessment Hearing	9/12/2022
Adopt Assessment Roll	9/12/2022
Complete Construction	Oct./Nov. 2022
Assessments Certified to Ramsey County	November 2022

Attachments

1. Resolution Receiving Bids and Awarding Construction Contract
2. Project Location Map
3. Joint-Powers Agreement
4. Award of Contract Presentation

**RESOLUTION
RECEIVING BIDS AND AWARDING CONSTRUCTION CONTRACT**

WHEREAS, pursuant to resolution passed by the City Council on March 14, 2022, approving plans and specifications and advertising for bids for Gervais Area Pavement Rehabilitation, City Project 21-07, and

WHEREAS, the plans and specifications were advertised for bids pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, bids were received and opened on April 13, 2022 at 10:00 A.M.

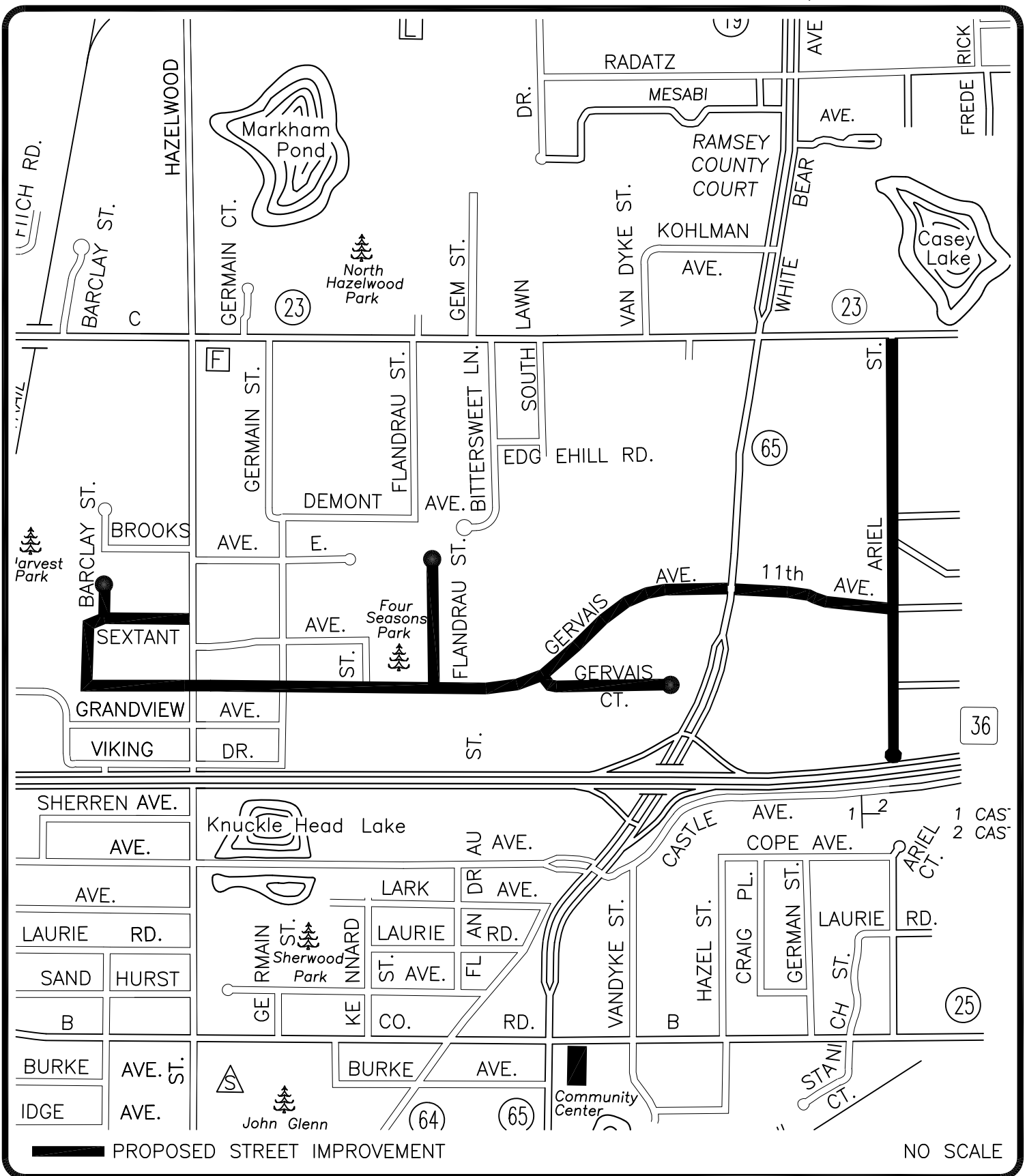
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that the bid of T.A. Schifsky and Sons, Inc. for the Base Bid plus Bid Alternate 2 in the amount of \$3,804,660.21 is the lowest responsible bid for the construction of Gervais Area Pavement Rehabilitation, City Project 21-07, and the Mayor and the City Manager are hereby authorized and directed to enter into a contract, for the Base Bid plus Bid Alternate 2, with said bidder for and on behalf of the City.

The budget for the Gervais Area Pavement Rehabilitation, City Project 21-07, is hereby modified to the amounts shown below.

Project Cost Recovery	
Funding Source	Financing Plan
Special Benefit Assessments	\$1,097,000
G.O. Improvement Bonds	\$116,228
Environmental Utility Fund	\$218,500
Sanitary Sewer Fund	\$76,100
Street Revitalization Fund	\$1,202,272
W.A.C. Fund	\$156,900
Saint Paul Regional Water Services	\$922,900
City of North Saint Paul	\$897,400
Total Project Funding:	\$4,687,300

The Finance Director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project and to prepare a budget adjustment based on final construction costs.

Approved this 25th day of April 2022.



Gervais Area Pavement Rehabilitation Project Location Map City Project 21-07



JOINT POWERS AGREEMENT
City of North St. Paul/City of Maplewood
2022 Gervais Area Pavement Rehabilitation Project including
Ariel Street Improvements between
the cul de sac (approximately 550 feet south of 9th Avenue East) and
17th Avenue East (Ramsey County Road C)
City of Maplewood Project No. 21-07 and
City of North St. Paul Project No. 22-03

THIS JOINT POWERS AGREEMENT (the “Agreement”) is made and entered on this _____ day of _____, 2022, by and between the City of North St. Paul, a Minnesota municipal corporation (“North St. Paul”), and the City of Maplewood, a Minnesota municipal corporation (“Maplewood”). North St. Paul and Maplewood are each referred to herein as a Party and, collectively, as the Parties.

WHEREAS, North St. Paul and Maplewood, pursuant to the provision of Minnesota Statutes, section 471.59, are authorized to enter into agreements to exercise jointly the governmental powers and functions each has individually; and

WHEREAS, Maplewood has initiated its 2022 Gervais Area Pavement Rehabilitation Project, Maplewood City Project No. 21-07 (the “Project”); and

WHEREAS, as a portion of the Project, Maplewood is proposing to conduct roadway reclamation and associated improvements on Ariel Street between the cul de sac approximately 550 feet south of 9th Avenue East and 17th Avenue East, Ramsey County Road C; and

WHEREAS, the above segment of Ariel Street is located along the boundary between North St. Paul and Maplewood and the Parties, by previous agreement, jointly own and maintain Ariel Street; and

WHEREAS, the eastern portion of Ariel Street is within the city limits of North Saint Paul (“East Ariel”) and the western portion of Ariel Street is within the city limits of Maplewood (“West Ariel”); and

WHEREAS, Maplewood wishes to improve its roadway system by performing pavement reclamation and associated improvements within West Ariel as part of the Project; and

WHEREAS, North St. Paul wishes to improve its roadway system by co-ordinating with Maplewood’s Project by including pavement reclamation and associated improvements within East Ariel; and

WHEREAS, North St. Paul wishes to improve its drinking water system by performing watermain pipe bursting, reconstruction, and associated improvements within East Ariel; and

WHEREAS, North St. Paul wishes to add a sidewalk along East Ariel; and

WHEREAS, Maplewood agrees to include the East Ariel work listed above, consistent with the feasibility study and design plans, as a part of its Project as bid alternatives; and

WHEREAS, Bid Alternative #1 will include performing pavement reclamation, associated improvements, and drinking water system improvements within East Ariel; and

WHEREAS, Bid Alternative #2 will include all items in Bid Alternative #1 and sidewalk improvements within East Ariel; and

WHEREAS, Maplewood has prepared a feasibility report and final plans and specifications for the Project, including the work within East Ariel and West Ariel; and

WHEREAS, North St. Paul has contracted with a consulting engineer, WSB & Associates, Inc., to prepare final plans and specifications for said improvements within East Ariel; and

WHEREAS, Maplewood will solicit competitive bids for the construction of the Project, including Bid Alternatives #1 and #2.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Maplewood shall advertise the Project, receive bids, and award the contract. North St. Paul shall have the right to review and determine if Bid Alternative #1 or Bid Alternative #2 should be awarded with the Project prior to the award of a contract by Maplewood. North St. Paul shall have the right to review the bid alternatives for the Ariel Street improvements prior to the award of the contract by Maplewood if the apparent low bid of Bid Alternative #1 or Bid Alternative #2 exceeds the engineer's estimated cost of the improvements to Ariel Street, as specified below.
2. Maplewood and North St. Paul grant the right to use each other's portion of Ariel Street and immediately adjacent streets, public rights of way and easements for purposes of constructing the Project. Maplewood and North St. Paul agree to cooperate in the completion of the Project.
3. If Bid Alternative #1 is awarded:
 - a. Maplewood shall be responsible for the cost of roadway reclamation and associated improvements for the Ariel West portion. Based upon the completed design engineering estimate, the estimated total cost of the West Ariel portion of Bid Alternative #1 is \$303,806.20. This includes the estimated construction costs and a 24% allowance for engineering, inspection, and administrative costs. Actual Maplewood cost participation for the awarded Ariel Street improvements shall be based on final construction quantities of the items indicated in the Statement of Estimated Quantities tabulation included in the final plans.
 - b. North St. Paul shall be responsible for the cost of roadway reclamation, associated improvements, and drinking water supply improvements for the East Ariel portion. Based upon the completed design engineering estimate, the estimated total cost of the East Ariel portion of Bid Alternative #1 is \$714,630.60. This includes the estimated construction costs and a 24% allowance for engineering, inspection, and administrative costs. Actual North St. Paul cost participation for the awarded Ariel Street improvements shall be based on final construction quantities of the items indicated in the Statement of Estimated Quantities tabulation included in the final plans.

4. If Bid Alternative #2 is awarded:
 - a. Maplewood shall be responsible for the cost of roadway reclamation and associated improvements for the West Ariel portion. Based upon the completed design engineering estimate, the estimated total cost of the West Ariel portion of Bid Alternative #2 is \$306,428.80. This includes the estimated construction costs and a 24% allowance for engineering, inspection, and administrative costs. Actual Maplewood cost participation for the awarded Ariel Street improvements shall be based on final construction quantities of the items indicated in the Statement of Estimated Quantities tabulation included in the final plans.
 - b. North St. Paul shall be responsible for the cost of roadway reclamation, associated improvements, drinking water supply improvements, and sidewalk improvements for the East Ariel portion. Based upon the completed design engineering estimate, the estimated total cost of the East Ariel portion of Bid Alternative #2 is \$1,030,483.40. This includes the estimated construction costs and a 24% allowance for engineering, inspection, and administrative costs. Actual North St. Paul cost participation for the awarded Ariel Street improvements shall be based on final construction quantities of the items indicated in the Statement of Estimated Quantities tabulation included in the final plans.
5. Upon the completion of the construction of the Project, Maplewood shall invoice North St. Paul for the actual cost of said participating improvements based upon the actual bid prices and final quantities plus a 24% allowance for engineering and administrative costs. Maplewood anticipates 24% for engineering and administrative costs but depending on final indirect costs Maplewood shall have the authority to utilize an allowance of up to a maximum of 26.5% for engineering and administrative costs. North St. Paul shall pay Maplewood within 30 days of receipt of the invoice.
6. North St. Paul and Maplewood agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgments, charges, demands, costs, and expenses, including, but not limited to, interest involved therein and attorneys' fees and costs and expenses connected therewith, arising out of or resulting from the failure of either Party to satisfy the provisions of this Agreement or for damages caused to other parties as a result of the manner in which North St. Paul or Maplewood perform or fail to perform duties imposed on each Party by the terms of this Agreement. Under no circumstance, however, shall either Party be required to pay on behalf of itself and the other Party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466. The limits of liabilities for the Parties may not be added together to determine the maximum amount of liability for either Party.
7. This Agreement shall remain in full force and effect until terminated by mutual agreement of North St. Paul and Maplewood or upon completion of the Project and expiration of any applicable warranty periods, whichever occurs first.

8. It is agreed that, except as specifically provided herein, neither Party, by the execution of this Agreement, relinquishes any rights or powers possessed by it and neither Party is relieved of any responsibility, duty or obligation imposed on it by law or regulation.
9. The Parties agree to comply with the Minnesota Government Data Practices Act and all other state and federal laws relating to data privacy or confidentiality. The Parties will immediately report to each other any requests from third parties for information relating to this Agreement or the Project and agree to promptly respond to each other's inquiries concerning data requests.
10. It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the Parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the Parties regarding the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the Parties.
11. For purposed of deliver of any notice required by this Agreement, the notice shall be effective if delivered by certified or registered U.S. mail, postage prepaid, or hand delivered to:
 - a. As to North St. Paul: City of North St. Paul
2400 Margaret Street North
North St. Paul, MN 55109-3020
Attn: City Manager
12. As to Maplewood: City of Maplewood
1830 County Road B E
Maplewood, MN 55109-2702
Attn: City Manager
13. This Agreement shall be interpreted under the laws of Minnesota.
14. This Agreement may be executed in any number of counterparts, each of which shall be considered one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Dated

CITY OF NORTH ST. PAUL

By _____
Its Mayor

By _____
Its City Manager

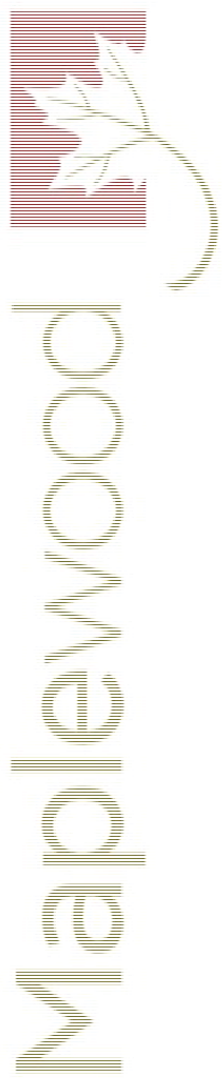
Dated

CITY OF MAPLEWOOD

By _____
Its Mayor

By _____
Its City Manager

This Agreement was drafted
Jointly by the cities of North
St. Paul and Maplewood.

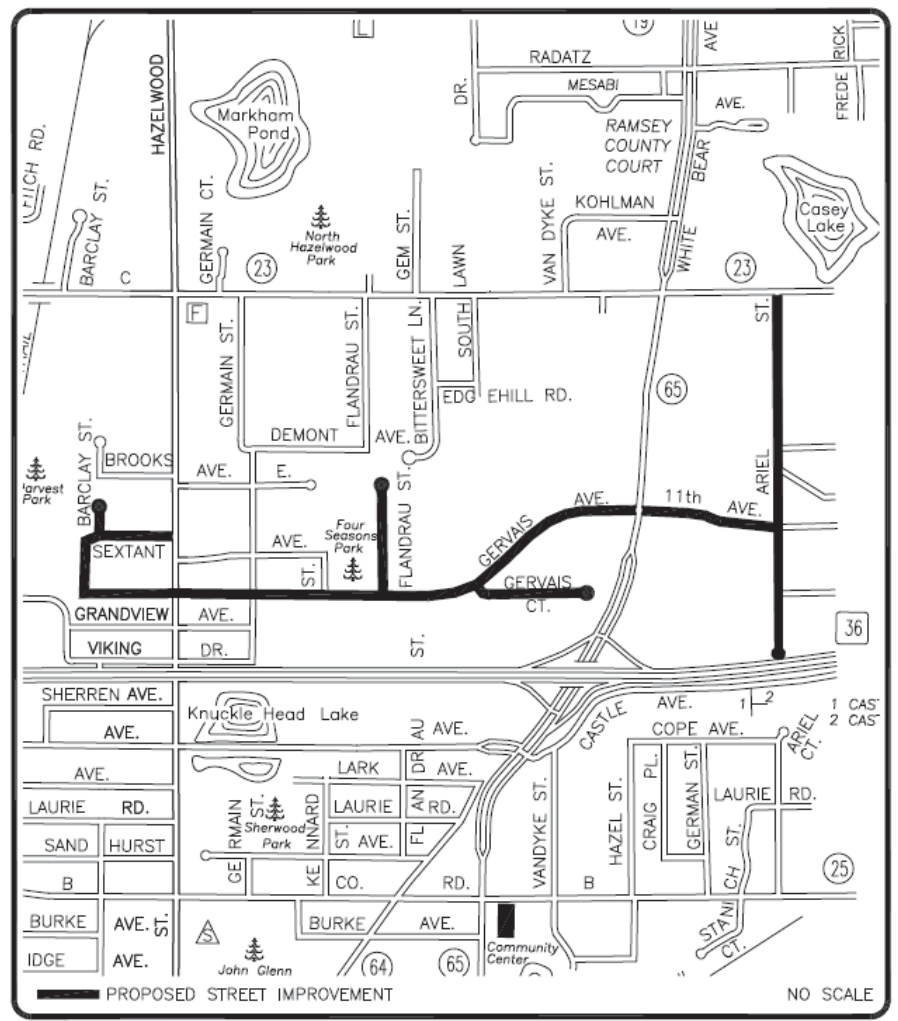


Award of Contract

Gervais Area Pavement Rehabilitation *City Project 21-07*

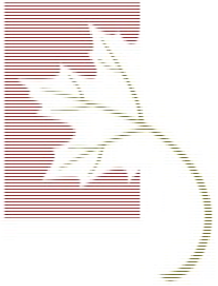
Jon Jarosch, P.E.
Assistant City Engineer

April 25, 2022



Bid Tabulation

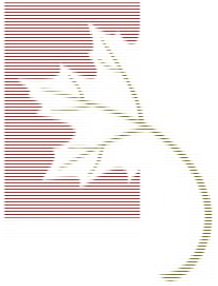
Gervais Area Pavement Rehabilitation – Bid Tabulation	
Bidder	Bids Received
Engineer's Estimate	\$3,791,879.15
T.A. Schifsky & Sons	\$3,804,660.21
Park Construction	\$4,120,144.15



Maplewood

Project Budget

Gervais Area Pavement Rehabilitation– Project Funding Plan		
Revenues	Current Funding Plan	Proposed Funding Plan
Special Benefit Assessments	\$1,097,000	\$1,097,000
G.O. Improvement Bonds	\$194,928	\$116,228
Environmental Utility Fund	\$171,200	\$218,500
Sanitary Sewer Fund	\$89,300	\$76,100
Street Revitalization Fund	\$1,202,272	\$1,202,272
W.A.C. Fund	\$156,900	\$156,900
Saint Paul Regional Water	\$648,400	\$922,900
City of North Saint Paul	\$553,300	\$897,400
Total Funding	\$4,113,300	\$4,687,300



Maplewood

Recommendations

- Approval of resolution receiving bids and awarding a construction contract for the base bid plus bid alternate 2 for the Gervais Area Pavement Rehabilitation, City Project 21-07, to T.A. Schifsky & Sons.
- Enter into joint-powers agreement with City of North Saint Paul and further authorize the Mayor and City Manager to sign the attached joint-powers agreement. Minor revisions as approved by the City Attorney are authorized as needed.