AGENDA MAPLEWOOD CITY COUNCIL

7:00 P.M. Monday, June 27, 2022 City Hall, Council Chambers Meeting No. 14-22

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. June 13, 2022 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

- 1. Administrative Presentations
 - a. Council Calendar Update
- 2. Council Presentations
- 3. Swearing-In Ceremony for Officer Adam Suedkamp
- 4. Swearing-In Ceremony for Firefighter/Paramedics Jake Lanik and Michael Williamson, Firefighter/EMT Maclane Campbell, Battalion Chief/Fire Marshal Jerry Novak, Assistant Fire Chief Ryan Schroeder
- 5. Purple Line BRT Project Update
- **G. CONSENT AGENDA** Items on the Consent Agenda are considered routine and noncontroversial 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. Financial Report for the Month Ended May 31, 2022
 - 3. Resolution Approving Grant Agreement with the Metropolitan Council for Inflow and Infiltration (I&I) Improvements
 - 4. Local Lawful Gambling Permit for American Legion Post 272, 2166 Maplewood Drive
 - 5. Local Lawful Gambling Permit for Presentation of the Blessed Virgin Mary, 1725 Kennard Street
 - 6. Resolution to Conduct Off-Site Gambling for Merrick, Inc., July 4th Celebration at Hazelwood Park, 1663 County Road C East
 - 7. Resolution Directing Modification of Existing Construction Contract, Change Order, No. 46, 47 and No. 48, 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. Ramsey County Cooperative Agreement for Metro Gold Line Bus Rapid Transit Project, Bicycle and Pedestrian Improvements, City Project 14-05

K. AWARD OF BIDS

None

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 7:00 P.M. Monday, June 13, 2022

City Hall, Council Chambers Meeting No. 13-22

Α. **CALL TO ORDER**

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

Β. PLEDGE OF ALLEGIANCE

C. **ROLL CALL**

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

APPROVAL OF AGENDA D.

The following items were added to Council Presentations:

National Night Out

Councilmember Juenemann moved to approve the agenda as amended.

Seconded by Councilmember Knutson

Ayes – All

The motion passed.

Ε. **APPROVAL OF MINUTES**

1. May 23, 2022 City Council Workshop Meeting Minutes

Councilmember Knutson moved to approve the May 23, 2022 City Council Workshop Meeting Minutes as submitted.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. May 23, 2022 City Council Meeting Minutes

Councilmember Knutson moved to approve the May 23, 2022 City Council Meeting Minutes as submitted.

Seconded by Councilmember Juenemann Ayes - All

Absent

Present

Present

Present

Present

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

National Night Out

Councilmember Juenemann announced National Night Out will take place August 2, 2022 and suggested residents start planning.

3. 2021 Annual Comprehensive Financial Report

Finance Director Paulseth introduced the item. Matt Mayer, Partner at BerganKDV, gave the presentation.

Councilmember Juenemann moved to accept the Maplewood 2021 Annual Comprehensive Financial Report.

Seconded by Councilmember Villavicencio

Ayes – All

The motion passed.

G. CONSENT AGENDA – Items on the Consent Agenda are considered routine and noncontroversial 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 item G5 was highlighted.

Councilmember Juenemann moved to approve agenda items G1-G5.

Seconded by Councilmember Knutson Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved to approve the approval of claims.

ACCOUNTS PAYABLE:

\$ 1,339,956.91

Checks # 109011 thru # 109063 dated 05/24/22

	\$	728,259.27	Checks
	\$	130,024.63	Checks
	\$	1,336,029.83	Disbursements via debits to checking account dated 05/16/22 thru 06/05/22
	\$	3,534,270.64	Total Accounts Payable
PAYF	ROLL		
	\$	604,051.97	Payroll Checks and Direct Deposits dated 05/27/22
	\$	604,051.97	Total Payroll
=	\$	4,138,322.61	GRAND TOTAL
Seconded by Councilmember Knutson			Ayes – All

The motion passed.

Resolution to Maintain Statutory Tort Liability Limits 2.

Councilmember Juenemann moved to approve the resolution to maintain statutory tort liability limits.

Resolution 22-06-2096

RESOLUTION TO MAINTAIN THE STATUTORY TORT LIMITS FOR LIABILITY INSURANCE PROPOSED

WHEREAS, the League of Minnesota Cities Insurance Trust annually requests member cities to make an election to waive or not waive the tort liability limit established by Minnesota Statutes 466.04; and

WHEREAS, the City has three choices: to not waive the statutory limit, to waive the limit but to keep insurance coverage at the statutory limit, and to waive the limit and to add insurance to a new level;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Maplewood hereby elects to not waive the statutory tort liability limit established by Minnesota Statutes 466.04

Seconded by Councilmember Knutson Ayes – All

The motion passed.

3. Local Lawful Gambling Permit for St. Paul's Monastery, 2675 Benet Road

Councilmember Juenemann moved to approve the Local Lawful Gambling permit for St. Paul's Monastery for their event on July 9, 2022.

Seconded by Councilmember Knutson Ayes – All

The motion passed.

4. Resolution Appointing Election Judges and Establishing a Ballot Board for the 2022 State Primary Election

Councilmember Juenemann moved to approve the resolution listing election judges and establishing a ballot board for the 2022 State Primary Election to be held on August 9, 2022.

RESOLUTION FOR 2022 STATE PRIMARY ELECTION APPOINTING ELECTION JUDGES AND ESTABLISHING A BALLOT BOARD

WHEREAS, MN State Statute 204B.21, Subd. 2 states election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

WHEREAS, it is required by MN Statutes 203B.121, Subd. 1 to establish a Ballot Board; and

WHEREAS, approval of the resolution does not qualify individuals to serve as an election judge; and

WHEREAS, appointments will be made from the list to fill the needed positions after training and required paperwork have been completed; and

WHEREAS, appointment of additional election judges within the 25 days before the election may be made if the appointing authority determines that additional election judges will be required; and

NOW, THEREFORE, IT BE RESOLVED, by the City Council of Maplewood, Minnesota, a Ballot Board is hereby established that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 to perform the task; and

FURTHER, BE IT RESOLVED, that the City Clerk or designee assign Election Judges to serve on the Ballot Board and in the 2022 State Primary Election to be held on Tuesday, August 9, 2022 from the following list

ANDERSON, THEODORE
GROTE, DEL
KWAPICK, JACKIE
HULET, JEANETTE
VANG, DAVID
EADS, JOHN
HAYDEN, DENNIS
LEWIS, NEAL
URBANSKI, HOLLY
DEMOE, JASON

DROMMERHAUSEN, LAURÉN PEREZ, LAURIE MASTRO, CHRISTINA JONES, GWENDOLYN KOEGEL, PETE FRITSCHE, DEAN HOFFMANN, DEB MICHAELSON, DORCAS HARDER, MARY FULLER, MARY KATHERINE GREFE, DAVID SMITH, MARGARET BJORNSTAD, MYRON SAMAC, DEBORAH RODRIGUEZ, VINCENT GOEPPINGER, LINDA LANDERS, PATRICIA DEZELAR, PHIL SCHMIDT, WILLIAM MCCABE, BONNIE MCCANN, JOHN STEENBERG, JUDITH PUTZ, SHELLY GRAF, AMY ROZMARYNOWSKI, BOB KOSKINEN, CAROL SCHAEFER, THOMAS DITTLI, ALBIN FUNK, BARBARA PINC, ROBERTA UNKLESBAY, JEANINE CATHERINE, MARY MARTINSON, PATRICIA SELBY, PATRICIA KREBSBACH, JOHN HUTH, RAYMOND VIRNALA, RONALD HANSFORD, LISA KARALUS, SHARON GOLASKI, DIANE **BROCKWAY**, TOM SKAAR, SUSAN WALSH, ALISON HEILLE, LISA WIENS, ANDREW COOK, KENDALL JENSEN, KATHLEEN TURNER, GLORIA MAHRE, JERI HINNENKAMP, GARY DOHERTY, MICHELLE CINCOTTA, MARY ROWLEY, CYNTHIA PORTER, LEON FREIMUTH, KATHRYN MATTINSON, STEVEN NELSON, KARLA JACOBSON, CHRISTINE NENTWIG, CAROLINE SCHREIER, BRIGID BABIN, PAUL CAMPBELL, THOMAS JADER, ANITA NELSON, KARLA XIONG, YANG FRANEY, JUDITH MINDER, ALEX **KRAEMER, DENNIS** LOR, LINDA BARON, JODI

NELSON, STEVEN O'BRIEN, D. WILLIAM (BILL) CLELAND, ANN SLIND, TYLER LABARRE, TOM ROGERS, PETER VERBEEK, STEVEN NICHOLS, MIRANDA LUCAS, LYDIA RENNER, MARY ANN OLSON, ANITA HAHN OHS, SANDRA OLSON, LINDA YORKOVICH, CINDY GRAF, RON KIPKA, JUDY BEDOR, DAVID HUTH, PATRICIA NADEAU, JILL PARENT, DIAN CARLIN, MARY CHRIS SPRAGUE, FLORENCE BERGK, KRIS HODGES, PAMELA STAFKI, TIM DANIELSON, MEGAN NORBERG, ANN WALKER, MARGARET JOHNSTON, HOWARD STEMPER, JAMES KARALUS, SHARON MCCABE, DAVID BARRETT, WILLIAM KRONSCHNOBEL, ROBERT DUNSHEE, GLORIA CHARTRAND, NATHANIEL CARSON, LARRY FRANS, JANINE LEHRKE, DUSTIN NORDBY, JAMES SCHREIER, MARGARET KNUTSON, JASON HESS, HARLAND LENTSCH, LOUIS WESTCOTT, THERESA BATTLE, WILMA HUNEKE, DANIEL WENDT, MARY THOLE, LYNN

SHINDLER, TIM LEONARD, CLAUDETTE DEY, PETER URBANSKI, CAROLYN DICKERSON, CHARLENE ROSSBACH, TERESA WALKER, MELISSA BRANDON, RICHARD LYNCH, VIRGINIA SCHAEFER, MARYANN **BRANDON, GINNY** LEECH, JEFF POTTER, NINA PUTZ, STEVE **HEININGER, JEAN** PASQUARELLA, CHERYL SKAAR, DELANEY JACOBSON, CHRIS DAHL RYGG, CRYSTAL BORSCHEID, STEPHANIE NORDIN, ERIKA TSCHIDA, MICKI FELLMAN, GAIL PARNELL, SUSAN BAAS, ROB HARRIS, MARK PARNELL, JOHN JOHANNESSEN, JUDITH FRANZEN, NICK JAHN, DAVID SMITH, RUSSELL EVANS, JOAN PRAHL, LESLIE GEISER, RACHEL DAWSON, BETTY BARON, JODI LEWIS, KENNETH GUNARD, DANIEL SPANGENBERG, ALBERT SCHLUENDER, CYNTHIA ZOLLINGER, PAUL HORN, GARY DUNSHEE, GLORIA MARTINSON, STEVE VIRNALA, RONALD BRUDZINSKI, MARGARET LARSON, STEVEN PEARSON, GINA STRANDNESS, (MARY) LENNEA

Seconded by Councilmember Knutson

Aves – All

The motion passed.

5. Purchase of One Police Canine (K9) and Applicable Training

Councilmember Juenemann moved to approve the contract to purchase and train One Police K9 team through McDonough K-9.

Seconded by Councilmember Knutson Ayes – All

The motion passed.

- Η. **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
- Ι. UNFINISHED BUSINESS None

NEW BUSINESS J.

1. Home Occupation License Resolution, Living Long Hair, 1973 Barclay Street

Community Development Director Thomson gave the staff report. Kristi Long, Owner – 1973 Barclay, addressed the council.

Councilmember Juenemann moved to approve a home occupation license resolution for Living Long Hair studio located at 1973 Barclay Street, subject to certain conditions of approval.

> Resolution 22-06-2098 HOME OCCUPATION LICENSE RESOLUTION

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

Section 1. Background.

- 1.01 Kristi Long is proposing a home-based hair salon business.
- 1.02 The property is located at 1973 Barclay Street and is legally described as:

Lots 29 and 30, Block 26, GLADSTONE PLAT 2, Ramsey County, Minnesota, and adjacent East 1/2 of vacated alley

Property Identification Number 152922240076

Section 2. Standards.

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 May 17, 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 a chance to speak and present written statements at the hearing. The Planning Commission recommended that the City Council approve this resolution.
 - 2. On June 13, 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. The applicant shall provide a copy of their state license (Minnesota State Board of Cosmetology).
 - 3. Parking shall be provided on the property, in the property owner's driveway. Public streets cannot be used for customer parking.

Seconded by Councilmember Villavicencio Ayes – All

The motion passed.

2. Conditional Use Permit Amendment and Setback Variance Resolution, MG McGrath Inc, 1387 Cope Avenue East

Community Development Director Thomson gave the staff report. Mike McGrath and Tim Sauro with MG McGrath addressed the council and provided further information.

Councilmember Knutson <u>moved to approve the resolution for a conditional use permit</u> amendment and a setback variance permitting exterior storage and a parking lot expansion for MG McGrath Inc.'s property located at 1387 Cope Avenue East.

Resolution 22-06-2099

CONDITIONAL USE PERMIT AMENDMENT AND SETBACK VARIANCE RESOLUTION

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

- Section 1. Background.
- 1.01 Tim Sauro, of MG McGrath, has requested approval of a conditional use permit amendment to allow exterior storage.
- 1.02 The applicant has also requested approval of a setback variance of 13 feet to expand its parking lot.
- 1.03 The property is located at 1387 Cope Avenue East and is legally described as:

The north 1/2 of the southwest 1/4 of section 10. Township 29. Range 22. Except the east 39 acres. Except that part lying west of the easterly right of way line of the northern pacific railroad. And except that part lying north of the southerly right of way line of highway no. 36 as now located:

Excepting therefrom. The following described parcel:

Commencing at the center of said section 10. Thence southerly along the east line of the southwest 1/4 a distance of b4b.3 feet to the intersection of the southerly right-of-way line of trunk highway no. 36. Thence westerly along the said southerly right-of-way line a distance of 1196.20 feet. Thence deflecting to the left 90 degrees and along the said right-of-way line a distance of 25 feet, thence deflecting to the right 90 degrees and along said right-of-way line a distance of 93.46 feet to an iron, said point being the intersection of west line of the east 39 acres and the said trunk highway no. 36 southerly right-of-way line. Thence westerly along said right-of-way line a distance of 233.30 feet. Thence southerly and parallel with the west line of the east 39 acres a distance of 250.00 feet to the point of beginning. Thence continuing along the same line a distance of 169.15 feet to a point on the south line of the said north 1/2 of the southwest 1/4 of section 10. Thence easterly along the said south line a distance of 233.30 feet to a point on the west line of the said east 39 acres, thence northerly along said west line a distance of 188.86 feet. Thence westerly parallel with the said southerly right-of-way line a distance of 233.30 feet to the point of beginning.

And

Excepting therefrom the following described parcel:

Commencing at the center of said section 10. Thence southerly along the east line of the southwest 1/4 a distance of b48.3 feet to the intersection of the

southerly right-of-way line of trunk highway no. 36, thence westerly along the said southerly right-of-way line a distance of 1196.20 feet. Thence deflecting to the left 90 degrees and along said right-of-way line a distance of 25 feet. Thence deflecting to the right 90 degrees and along said right-of-way line a distance of 93.46 feet to an iron. Said point being the intersection of west line of the east 39 acres and the said trunk highway no. 36 southerly right-of-way line a distance of 233.30 feet. Thence southerly and parallel with the west line of the east 39 acres a distance of 250. 00 feet. Thence easterly and parallel with the southerly right-of-way line a distance of 233.30 feet. Thence northerly along said west line a distance of 250 feet to the point of beginning.

- Section 2. Standards.
- 2.01 City Ordinance Section 44-512(4) requires a Conditional Use Permit for the exterior storage of goods or materials.
- 2.02 General Conditional Use Permit Standards. City Ordinance Section 44-1097(a) states that the City Council must base approval of a Conditional Use Permit on the following nine standards for approval.
 - 1. The use would be located, designed, maintained, constructed and operated to be in conformity with the City's Comprehensive Plan and Code of Ordinances.
 - 2. The use would not change the existing or planned character of the surrounding area.
 - 3. The use would not depreciate property values.
 - 4. The use would not involve any activity, process, materials, equipment or methods of operation that would be dangerous, hazardous, detrimental, disturbing or cause a nuisance to any person or property, because of excessive noise, glare, smoke, dust, odor, fumes, water or air pollution, drainage, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
 - 5. The use would not exceed the design standards of any affected street.
 - 6. The use would be served by adequate public facilities and services, including streets, police and fire protection, drainage structures, water and sewer systems, schools and parks.
 - 7. The use would not create excessive additional costs for public facilities or services.
 - 8. The use would maximize the preservation of and incorporate the site's natural and scenic features into the development design.
 - 9. The use would cause minimal adverse environmental effects.

2.03 Variance Standard. City Ordnance Section 44-13 refers to state statute which states a variance may be granted from the requirements of the zoning ordinance when: (1) the variance is in harmony with the general purposes and intent of this ordinance; (2) when the variance is consistent with the comprehensive plan; and (3) when the applicant establishes that there are practical difficulties in complying with the ordinance. Practical difficulties mean: (1) The proposed use is reasonable; (2) the need for a variance is caused by circumstances unique to the property, not created by the property owner, and not solely based on economic conditions.

E1

- Section 3. Findings.
- 3.01 The proposal meets the specific conditional use permit standards.
- 3.02 The proposal meets the specific variance standards.
- Section 4. City Review Process
- 4.01 The City conducted the following review when considering this conditional use permit amendment and setback variance requests.
 - 1. On May 17, 2022, the planning commission held a public hearing. The 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 June 13, 2022 the city council discussed this resolution. They considered reports and recommendations from the planning commission and city staff.

Section 5. City Council

- 5.01 The city council hereby approves the resolution. Approval is based on the findings outlined in section 3 of this resolution. Approval is subject to the following conditions:
 - 1. All construction shall follow the site plan approved by the City. Prior to the construction of an expanded parking lot, the applicant must submit and receive approval of a 15-Day Minor Construction Project application.
 - 2. The City Council may require additional parking in the future if the council determines that there is a need for additional parking on the site. This approval permits the addition of 16 additional parking spaces to be added to the south of the building.
 - 3. The proposed construction must be substantially started within one year of Council approval or the permit shall become null and void. The Council may extend this deadline for one year.

- 4. The City Council shall review this permit in one year.
- 5. The applicant must submit a site plan for staff approval that includes the following elements:
 - a. Locations of all exterior storage areas. Exterior storage is required to be setback at least 40 feet to the north from the south building line and out of view from Highway 36.
 - b. Location of all trash enclosures. All trash receptacles stored outside are required to be kept inside an enclosure.
- 6. The expanded parking lot must be setback at least two feet from the front property line along Cope Avenue East.
- 7. All requirements of the engineering report, dated April 27, 2022, must be met.
- 8. The applicant must submit a screening plan for staff approval that includes landscaping between the expanded parking lot and Cope Avenue East.
- 9. Prior to any permits being issued for the parking lot expansion project, the applicant must meet all requirements of the city's tree preservation ordinance.

Seconded by Councilmember Villavicencio

Ayes - All

The motion passed.

K. AWARD OF BIDS

L. ADJOURNMENT

Acting Mayor Cave adjourned the meeting at 7:46 p.m.

CITY COUNCIL STAFF REPORT

Meeting Date June 27, 2022

REPORT TO:	City Council			
REPORT FROM:	Melinda Coleman, City Manager			
PRESENTER:	Melinda Coleman, City Manager			
AGENDA ITEM:	Council Calendar Update			
Action Requested: Form of Action:	☐ Motion ☐ Resolution	 ✓ Discussion □ Ordinance 	□ Public Hearing □ 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:

July 11EDA Meeting: Resolutions of Support for GladstoneJuly 25Workshop:Pay Study Review with Baker TillyAugust 8Workshop:Update on Scattered Site Housing; Update on Diversity Equity and Inclusion
Initiatives

Council Comments:

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

1. Research Lead Pipe Replacement Programs: May 23, 2022

Council Schedule for Maplewood Living through January 2023:

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

*If a council member files for re-election in 2022 they will not be allowed to write an article for the Maplewood Living.

Maplewood Community Events 2022

July

Month PNR Parks Photo Scavenger Hunt

- 4 ALL City Fourth of July Celebration
- 7 PS Summer Grill Out Concordia Arms, 2030 Lydia Ave E, 4 5:30 pm
- 14 PS Summer Grill Out Edgerton Manor, 2021 Edgerton St N, 4 5:30 pm
- 27 PNR July Celebrate Summer Event

August

- 2 PS National Night Out
- 31 PNR August Celebrate Summer Event

September

October

29 PNR Halloween Event at Bruentrup Farm

CITY COUNCIL STAFF REPORT

Meeting Date June 27, 2022

REPORT TO:	Melinda Coleman, City Manager			
REPORT FROM:	Brian Bierdeman, Public Safety Director			
PRESENTER:	Brian Bierdeman, Public Safety Director			
AGENDA ITEM:	Swearing-In Ceremony for Officer Adam Suedkamp			
Action Requested: Form of Action:	☐ Motion ☐ Resolution	✓ Discussion□ Ordinance	□ Public Hearing □ Contract/Agreement	□ Proclamation

Policy Issue:

The Maplewood Police Department has had an open hiring and recruitment process to fill multiple police officer vacancies. Police Officer Adam Suedkamp began his field training on May 16, 2022 and will be officially sworn in with the Maplewood Police Department.

Recommended Action:

For presentation purposes only.

Fiscal Impact:

Is There a Fiscal Impact?	✓ No \Box 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

N/A

Background:

Officer Suedkamp grew up in Oakdale, attending Maplewood Middle School and Tartan High School, then went on to earn a Bachelor of Science degree in Criminal Justice from the University of Wisconsin. After going through the police academy in Wisconsin, Officer Suedkamp worked as a Police Officer with the Germantown Police Department from 2005 to 2015. Officer Suedkamp was then hired as a Deputy Sheriff with the Dakota County Sheriff's Office in 2015 and worked there until May 2022 when he was hired with the Maplewood Police Department.

During his time in law enforcement, Officer Suedkamp has served as a Patrol Officer, School Resource Officer, SWAT Team Member, Use of Force and Firearms Instructor and Field Training

Officer. In addition to being in law enforcement, Officer Suedkamp also served in the Army National Guard from 1999-2005.

Officer Suedkamp has a 12 year old son, William, and lives in Apple Valley. In his off time, he enjoys reading, running and spending time with his son.

Officer Suedkamp hopes to actively engage with the community and build trust between the community and the police department.

Attachments:

None.

CITY COUNCIL STAFF REPORT

Meeting Date June 27, 2022

REPORT TO:	Melinda Coleman, City Manager				
REPORT FROM:	Michael Mondor, Fire and EMS Chief				
PRESENTER:	Michael Mondor, Fire and EMS Chief				
AGENDA ITEM:	Swearing-In Ceremony for Firefighter/Paramedics Jake Lanik and Michael Williamson, Firefighter/EMT Maclane Campbell, Battalion Chief/Fire Marshal Jerry Novak, Assistant Fire Chief Ryan Schroeder			Chief/Fire	
Action Requested: Form of Action:	☐ Motion ☐ Resolution	 ✓ Discussion □ Ordinance 	□ Public Hearing □ Contract/Agreement	□ Proclamation	

Policy Issue:

Firefighter/Paramedics Jake Lanik and Michael Williamson, Firefighter/EMT Maclane Campbell, Battalion Chief/Fire Marshal Jerry Novak and Assistant Fire Chief Ryan Schroeder will be sworn in as they are beginning or advancing their careers with the Maplewood Fire Department.

Recommended Action:

For presentation purposes only.

Fiscal Impact:

Is There a Fiscal Impact?	✓ No \Box 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

N/A

Background:

The fire department will be swearing in employee's who have completed their probationary period, have been promoted or who have recently joined the department.

Firefighter/Paramedic Jake Lanik:

Jake Lanik wanted to be a part of Maplewood Fire/EMS's tradition of outstanding employees that hold all the key values that a fire department needs. "I'm honored and proud to be part of the Maplewood family and hope to be here the rest of my career."

Jake graduated from Century College, attaining his Paramedic and Firefighter degree. Jake lives in Cottage Grove, where he grew up. He loves the outdoors, boating and going to the cabin.

Firefighter/Paramedic Michael Williamson:

Michael Williamson came to Maplewood Fire/EMS because of its robust investment in employee training and wellness, which has enabled the crew to perform at its peak and helped ensure career success.

He joins us from the City of Woodbury where he served five years as a Firefighter/EMT, and also has been an EMT for Regions Hospital six years. He completed paramedic training at Hennepin County Medical Center.

Michael is looking forward to being a part of the new changes taking place within the city and developing new lifelong friendships.

He and his wife live in Woodbury, with their four children. Michael enjoys spending time outdoors, biking, hiking, and being with family and friends.

Firefighter/EMT Mac Campbell:

Maclane Campbell joins Maplewood Fire/EMS after a career as a commissioned officer in the U.S. Army, and was based the last four years in Hawaii. He's currently a Captain in the Army Reserves. He graduated from Saint John's University with a Psychology degree in 2012, and has recently gone back to school attaining his EMT and Fire certification.

The Roseville native chose Maplewood because it was a way to stay in the area and give back to his community.

"Our communities provide a lot of great opportunities for residents," says Maclane. "I want to be a part of ensuring it's a safe place to call home."

He's looking forward to the challenge, learning new skills, being around the other firefighters, and hopefully making somebody's day.

Battalion Chief/Fire Marshal Jerry Novak:

Jerry Novak has served the Maplewood community for over 25 years, beginning as a paid-on-call firefighter on the East County Line Fire Department, Novak went on to serve as one of the department's first full-time firefighters. Most recently, Novak helped with the creation of the department's Fire Inspection/Fire Investigation apprentice program and has worked diligently over the past several years to earn the credentials required to become a Fire Marshal.

Jerry is passionate about reducing risk in the community through fire prevention and code enforcement initiatives and believes strongly in the impacts of building relationships in the community. Jerry can be regularly seen at community outreach events with his wife and son.

Jerry lives in south Maplewood with his wife and son.

Assistant Fire Chief Ryan Schroeder:

Ryan Schroeder brings over 16 years of Fire and EMS experience to the leadership team. He began his fire service career with the St. John's Fire Department while attending St. John's University where he earned a Bachelor's Degree in Business Management and

Accounting. Ryan went on to become a Police Officer/Firefighter with the City of Woodbury from 2010-2021 where he served in several roles, including his role as the department's Fire and Rescue Training Program Coordinator.

Ryan was a member of the Watertown Fire Department for over twelve years, serving as Chief of Department from 2018-2022. Ryan has most recently served as the Assistant Fire Chief for the Golden Valley Fire Department.

Ryan has earned a Master's Degree in Public Administration from Hamline University and received the Executive Fire Officer Designation from the National Fire Academy in 2019. Ryan is looking forward to building connections with the community and staff.

Ryan has a wife and two children and spends his time away from work with his family and participating in their activities.

Attachments:

None

CITY COUNCIL STAFF REPORT

Meeting Date June 27, 2022

Action Requested: Form of Action:	□ Motion □ Resolution	 ✓ Discussion □ Ordinance 	Public Hearing Contract/Agreement	Proclamation
AGENDA ITEM:	Purple Line BRT Project Update			
PRESENTER:	Jeff Thomson, Community Development Director			
REPORT FROM:	Michael Martin, AICP, Assistant Community Development Director			
REPORT TO:	Melinda Coleman, City Manager			

Policy Issue:

Development of the Purple Line bus rapid transit (BRT) line continues and the project is at a critical point as several route modifications to serve areas north of Maplewood are being considered. Craig Lamothe, Purple Line Project Manager for Metro Transit, will be present at the June 27, 2022, City Council meeting to provide a project update.

Recommended Action:

No action is required.

Fiscal Impact:

Is There a Fiscal Impact?	✓ No \Box Yes, the true or estimated cost is \$	60
Financing source(s):	□ Adopted Budget □ Budget Modification	□ New Revenue Source
	□ Use of Reserves ✓ Other: N/A	

Strategic Plan Relevance:

□ Integrated Communication

- □ Community Inclusiveness ✓ Financial & Asset Mgmt
- Environmental Stewardship
- ✓ Targeted Redevelopment

The Purple Line is a proposed 15-mile BRT line serving the communities of Maplewood, Saint Paul, Vadnais Heights, Gem Lake, White Bear Township, and White Bear Lake. The line will connect with existing and future light rail and BRT services of the METRO system. The line will increase accessibility to jobs, housing, and services, thus improving the attractiveness and competitiveness of the east metro area.

✓ Operational Effectiveness

Background:

The Purple Line BRT project is proposed to have five transit stations in Maplewood; including two in the North End – Saint John's Hospital and at the park and ride located next to the Maplewood Mall. The proposed transit route will provide fast and reliable transit services to help connect people to jobs, education, healthcare, and recreation destinations.

The City of Maplewood, Ramsey County, neighboring cities, and Metro Transit have been working

collaboratively to develop plans for this transit project. Residents and businesses have participated in numerous committees, community meetings, pop-up events, and other public forums over the past several years to provide feedback and assist with the development of the project's plans.

Currently, the Corridor Management Committee, which is made up of elected officials and community leaders who are appointed by the Chair of the Metropolitan Council, meets monthly to advise the Metropolitan Council and Ramsey County on the design and construction of the Purple Line. Councilmember Nikki Villavicencio is Maplewood's representative to this group.

Later this summer, the Community and Business Advisory Committee will begin meeting. This committee will be comprised of local residents and business representatives along the Purple Line and will advise the Metropolitan Council on how stations can best serve the neighborhoods and businesses where they are located.

For more information on the Purple Line project please visit <u>https://www.metrotransit.org/purple-line-project</u>.

Attachments:

1. Presentation



Maplewood City Council

Craig Lamothe | Purple Line Project Manager



Today's Topics

- Purple Line BRT Project
- BRT Route Modification Study (RMS)

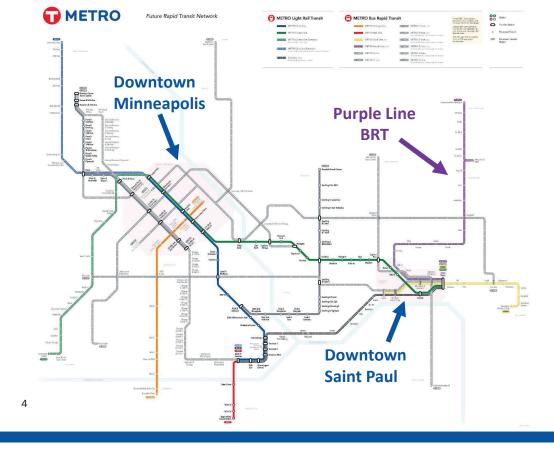




Purple Line BRT Project



Building the Regional Transit Network



- Transitway corridors are the spine of the regional transit system
- Purple Line would be the 8th regional project to be federally funded through FTA's discretionary, rigorous and competitive Capital Investment Grant Program

METRO Purple Line

F5, Attachment 1

Long History of Planning for Purple Line

- Corridor Planning & Conceptual Engineering Phase (1998 2017)
 - MnDOT Commuter Rail System Plan (1998): Origin of Rush Line
 - Rush Line Corridor Task Force (1999)
 - Rush Line Transit Study (2001); Rush Line Corridor Alternatives Analysis (2009)
 - Rush Line Policy Advisory Committee (2014)
 - Pre-Project Development Study (2014-2017)
 - 55 potential route segments and 7 bus/rail transit modes evaluated
 - Six Municipal Resolutions of Support for the Locally Preferred Alternative (2017)
- Environmental Analysis Phase (2018 2021)
 - Five Municipal Resolutions of Support the Preliminary Design (15%) Plans (2020)
 - Environmental Assessment (2021) and Findings of No Significant Impact (2021)

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Purpose and Need

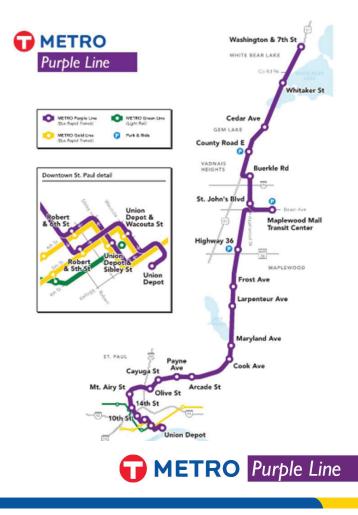
- Guided the selection of the Locally Preferred Alternative in 2017 and foundational to the environmental review in 2020
- Purpose
 - To provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and supports sustainable development within the corridor area.
- Needs
 - Serving the needs of people who rely on transit.
 - Meeting increasing demand for reliable, high-frequency transit.
 - Planning for sustainable growth and development.
 - Expanding multimodal travel options.



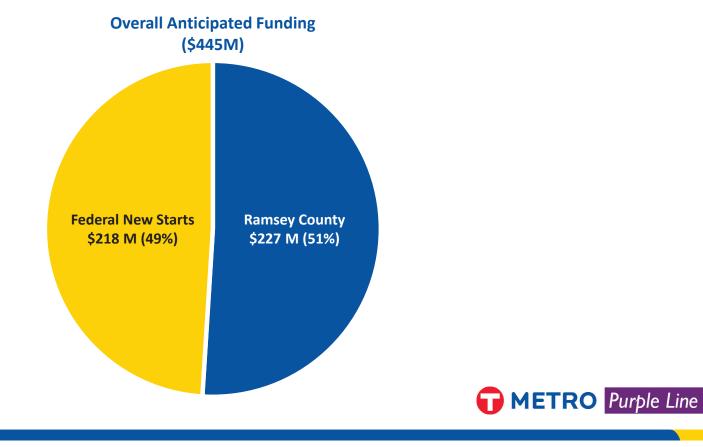
F5, Attachment 1

Purple Line BRT Overview

- Serving the Northeast Metro:
 - 51% BIPOC, 20% low-income, 12% zero car households
- 15 mile long route with 11 dedicated guideway miles
- 21 stations with 3 park-and-rides
- 17 electric bus fleet
- Construction start in 2024 or 2025
- Opening in 2026 or 2027
- 6,900 Est. Daily Riders (2040)
- 7



Capital Cost Estimate & Funding Approach





8

BRT Route Modification Study



White Bear Lake City Council Actions

- Prior City Council voted 3-2 in support of project requests
 - Resolution of Support (Locally Preferred Alternative) on July 25, 2017
 - Resolution of Support (Downtown Station Relocation) on February 26, 2019
 - Resolution of Support (Preliminary Design Plans) on April 14, 2020
 - 2040 Comprehensive Plan Adoption (with Purple Line) on June 8, 2021 (5-0 vote)
 - Resolution of Municipal Consent (Highway Access Change) on October 12, 2021
- November 2021 Elections: New Mayor and City Councilmember
- Resolution of Opposition: 3-2 vote on March 8, 2022

"The City Council requests that the Met Council modify the BRT Route so that it does not enter the jurisdictional boundaries of the City of White Bear Lake and to take such other actions as may be needed to accomplish the requested alteration of the BRT Route."



Acknowledging White Bear Lake's Feedback

- Concern over the number of weekday BRT bus trips per day (89)
- Concern over the size of BRT buses (60 ft articulated vehicles)
- Concerns over the disruption of station and dedicated lane infrastructure on existing roadways and adjacent businesses
 - Conversion of two-way street segments to one way, removal of on-street parking, modification of business accesses



F5, Attachment 1

Potential BRT Route Modifications

 Truncate the BRT line around County Road E between Highway 61 and Interstate 35E, and add a "Purple Line Connector" between Maplewood Mall and downtown White Bear Lake

<u>OR</u>

 Truncate the BRT line at Maplewood Mall Transit Center, and add a "Purple Line Connector" between Maplewood Mall and downtown White Bear Lake

<u>OR</u>

• End the BRT line at Century College, and add a "Purple Line Connector" between Maplewood Mall and downtown White Bear Lake



Why Purple Line Connector?

- Why connecting bus service instead of BRT?
 - Responsive to the City of White Bear Lake's concerns about number of trips, size of vehicles, loss of parking, changes to business access, etc.
 - Still connects the northeast metro area to the METRO system
 - Remains consistent with the Project's purpose and need
 - An incremental improvement to expanding access to opportunities for people and businesses desiring expanded mobility options



F5, Attachment 1

What would the Purple Line Connector be?

- A regular route bus connection between Maplewood Mall Transit Center and downtown White Bear Lake
 - Service: 30-minute frequency during same span as Purple Line
 - Bus: size TBD (40' or shorter); electric propulsion (proposed)
 - Minimal infrastructure: bus stop sign with possible shelter
 - No station platforms or Business Access and Transit (BAT) lanes
 - No real time signs, off board fare collection, heat, safety/security features at stops
 - No reconstruction of Highway 61 near Whitaker Street
 - No associated Bruce Vento Regional Trail extension improvements
 - No sidewalk improvements for better access to stops
- Requires funding commitments outside of the BRT Project

METRO Purple Line

Route Modifications Screening Process

- Initial Screening to get to a Short List of Reasonable and Feasible Route **Modifications**
 - Route Modification Study Working Group
 - St. Paul, Maplewood, Vadnais Heights, White Bear Lake
 - Metro Transit (Service Development, Engineering & Facilities, Bus Operations)
- Technical Evaluation of the Reasonable and Feasible Route Modifications
 - Consistency with the Purpose and Need
 - Evaluation criteria tied to the six project goals

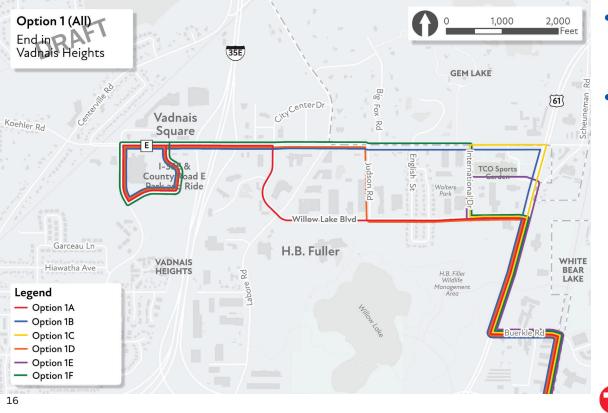
15



F5, Attachment 1

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Universe of Route Modifications For Ending near Co Rd E between Hwy 61 and I-35E

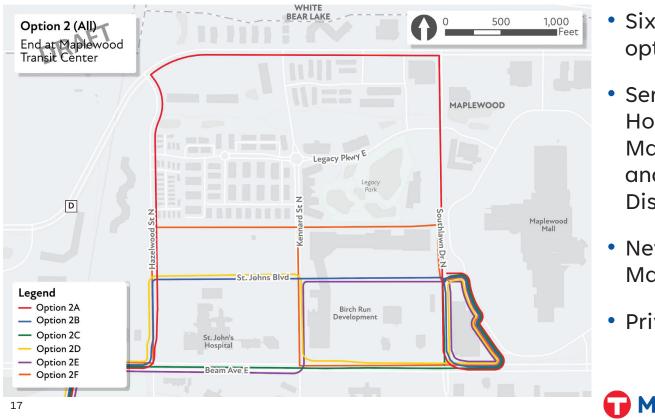


• Six distinct route options.

 Serves shopping, hotel, adult daycare and childcare, manufacturing and service uses more in the heart of Vadnais Heights

METRO Purple Line

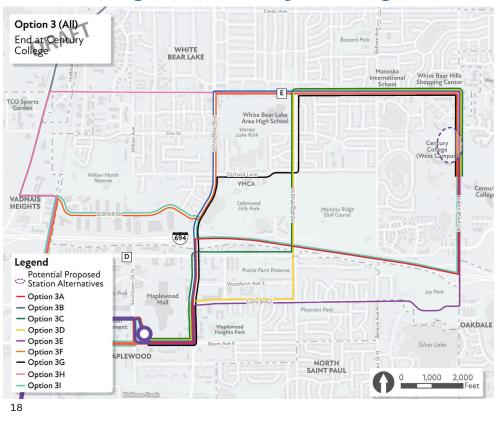
Universe of Route Modifications For Ending at Maplewood Mall Transit Center



- Six distinct route options.
- Serves St. John's Hospital, Maplewood Mall, and North End District
- New segments in Maplewood
- Private roadway

METRO Purple Line

Universe of Route Modifications For Ending at Century College



- Nine distinct route options.
- Century College served by the Route 219 today.
- Touches Mahtomedi in Washington County
- New segments in White Bear Lake, Vadnais Heights, Maplewood

METRO Purple Line

OPTION 2A: Route Modifications Advanced for Technical Evaluation Maplewood Mall Transit Center Northern Terminus Station



- End Maplewood Mall Transit Center with routing along Hazelwood St., Co.
 Rd. D, and Southlawn Dr.
- New station on Co. Rd. D



OPTION 2B: Route Modifications Advanced for Technical Evaluation Maplewood Mall Transit Center Northern Terminus Station



- End at Maplewood Mall Transit Center with routing along St. Johns Blvd.
- Potential relocation of St.
 Johns Blvd station



Technical Evaluation Criteria (1/2)

PROJECT GOAL	EVALUATION CRITERIA
Increase the use of transit and its efficiency and attractiveness for all users	 End-to-end travel time End-to-end ridership Total weekday trips Weekday trips from zero-car households New regional transit trips
Develop and select an implementable and community-supported project	 Total project construction cost Annual project operations and maintenance cost Number of buses required
Contribute to improving regional equity, sustainability and quality of life	 Number of low-income and minority residents within ½ mile of stations Number of existing and forecast (2040) jobs within 10-minute walk of stations Environmental considerations (wetlands/water resources, known historic properties, parks and recreational resources)
21	

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Technical Evaluation Criteria (2/2)

PROJECT GOAL	EVALUATION CRITERIA
Improve sustainable travel options between and within the study area communities	 Number of jobs and households served by low- stress bicycle connections to stations
Enhance connectivity of the corridor to the regional transportation network	 Connections to existing transit routes Existing and future (2040) traffic operations
Support sustainable growth and development patterns that reflect the vision of local and regional plans and policies	 Consistency with station area density expectations established in the 2040 Transportation Policy Plan Transit-oriented development potential in station areas Existing land use (vacant vs. built-out; condition of built-out) Future land use (density or land uses supportive of TOD)



Community Engagement and Communications (1/2)

Goal is for broad awareness and for every voice to be heard

- Newsletter and media coverage (April September)
 - Project newsletters
 - Metro Transit Riders Almanac Blog and other Met Council and Metro Transit publications
 - Media coverage and interviews
- Individual business/stakeholder meetings (May August)
 - Individual meetings with Maplewood and Vadnais Heights businesses
 - Group Vadnais Heights businesses meetings
- Broader outreach and engagement with "Public Comment Period" on route modifications (mid-July to mid-August)
 - Universe of route modifications
 - Reasonable and feasible route modifications
 - Technical evaluation results of the reasonable and feasible route modifications

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Community Engagement and Communications (2/2)

- Broader outreach and engagement and 30-day public comment period (post-July CMC – mid-August)
 - Interactive feedback map and survey
 - Handouts and boards to share information and collect feedback at events
 - Attend pop-up and community events
 - Project-hosted public meetings/events (virtual and in-person)
 - Outreach/presentations to business, community and neighborhood organizations
 - Outreach at existing transit facilities
 - Social media, newsletter, website updates
 - Media ads and mailers (to be explored)
- Additional details in BRT route modifications communications and public involvement plan, available upon request



Evaluation, Feedback & Decision Timeline

- Late April: BRT Route Modification Study Initiation
- May: Universe of Route Modifications Identification and Screening
- June: Technical Evaluation of Reasonable and Feasible Route Modifications
- Mid-July thru Mid-August: Public Comment on Universe of Route Modifications and Reasonable and Feasible Route Modifications Technical Evaluation
- September: Recommendation on BRT Route
- Fall: Resolutions of Support for the BRT Route Recommendation
- Winter: Transportation Policy Plan Amendment (if necessary)
- 25



Contact Us

For more information: www.metrotransit.org/purple-line-project

Facebook and Twitter @PurpleLineBRT

Craig Lamothe Project Manager (651) 602-1978 <u>craig.lamothe@metrotransit.org</u>

Liz Jones Community Outreach & Engagement Lead (651) 602-1977 <u>elizabeth.jones@metrotransit.org</u>





Thank You!

Purple Line BRT Project

PurpleLine@metrotransit.org

651-602-1955

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CITY COUNCIL STAFF REPORT

Meeting Date June 27, 2022

REPORT TO:	Melinda Coleman, City Manager				
REPORT FROM:	Ellen Paulseth, Finance Director				
PRESENTER:	Ellen Paulseth, Finance	Ellen Paulseth, Finance Director			
AGENDA ITEM:	Approval of Claims				
Action Requested:	✓ Motion	Discussion	Public Hearing		
Form of Action:	Resolution	□ Ordinance	Contract/Agreement	□ 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.

<u>AC</u>	ACCOUNTS PAYABLE:				
	\$	359,153.77	Checks # 109104 thru # 109137 dated 06/14/22		
	\$	85,477.28	Checks # 109138 thru # 109159 dated 06/21/22		
	\$	1,164,278.82	Disbursements via debits to checking account dated 06/06/22 thru 06/19/22		
-	\$	1,608,909.87	Total Accounts Payable		
<u>PA`</u>	<u>roll</u>				
	\$	724,823.93	Payroll Checks and Direct Deposits dated 06/10/22		
-	\$	724,823.93	Total Payroll		
=	\$	2,333,733.80	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
109104	06/14/2022	02411	ALEX AIR APPARATUS INC	REPAIR RELIEF VALVE IN FILL STATION	227.20
109105	06/14/2022	05114	BOLTON & MENK, INC.	PROJ 21-02 MCMENEMY STREET IMP	74,754.00
	06/14/2022	05114	BOLTON & MENK, INC.	GENERAL GIS ASSISTANCE	1,720.00
109106	06/14/2022	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - MAY	945.00
109107	06/14/2022	05598	KELLY & LEMMONS, P.A.	PROSECUTION SERVICES - MAY	16,250.00
109108	06/14/2022	00875	LOFFLER COMPANIES, INC.	CANON COPIER USAGE FEES - MAY	784.43
109109	06/14/2022	05353	MANSFIELD OIL CO	CONTRACT GASOLINE - JUNE	11,202.52
	06/14/2022	05353	MANSFIELD OIL CO	CONTRACT DIESEL - JUNE	7,915.90
109110	06/14/2022	01202	NYSTROM PUBLISHING CO INC	RESIDENTIAL SOLID WASTE GUIDE 2022	4,597.73
	06/14/2022	01202	NYSTROM PUBLISHING CO INC	SPRING CLEAN UP - 2-PART FORMS	494.80
109111	06/14/2022	02043	OVERHEAD DOOR COMPANY	REPAIR GARAGE DOOR #3 PW	348.30
109112	06/14/2022	01337	RAMSEY COUNTY-PROP REC & REV	2022 ANNUAL VOTING SYSTEM	22,810.65
109113	06/14/2022	04845	TENNIS SANITATION LLC	RECYCLING FEE - APRIL	68,908.50
	06/14/2022	04845	TENNIS SANITATION LLC	RECYCLING FEE - MAY	68,908.50
109114	06/14/2022	02880	ZAHL PETROLEUM MAINTENANCE CO	SERVICE UNLEADED PUMP #2	691.47
109115	06/14/2022	06245	AIRFRESH INDUSTRIES, INC.	SPRING CLEAN UP-PORTABLE RESTROON	135.00
109116	06/14/2022	06163	AL TECHNOLOGIES, LLC	ONLINE BENEFITS ADMIN FEE- JUNE	360.50
109117	06/14/2022	00100	ANCOM	REPLACEMENT MOTOROLA BATTRIES	6,099.00
109118	06/14/2022	06160	AWARDS NETWORK	EMPLOYEE RECOGNITION AWARDS 2022	350.00
109119	06/14/2022	05972	BHE COMMUNITY SOLAR, LLC	COMMUNITY SOLAR GARDEN-MARCH	8,152.49
	06/14/2022	05972	BHE COMMUNITY SOLAR, LLC	COMMUNITY SOLAR GARDEN-APRIL	7,686.92
109120	06/14/2022	05799	DREAMSEAT LLC	DREAMSEAT RECLINER HT	8,569.03
109121	06/14/2022	04779	EMERGE ENTERPRISES INC.	SPRING CLEAN UP-MATTRESS RECYCLE	4,010.00
109122	06/14/2022	00003	ESCROW REFUND	ESCROW REL GREY CLOUD-2554 IDAHO	300.00
109123	06/14/2022	00477	ESS BROTHERS & SONS INC	GRATE-WALTER/FROST STORM REPAIR	283.56
109124	06/14/2022	06303	FAUL PSYCHOLOGICAL FORENSIC	PRE-EMPLOYMENT ASSESSMENT FD	650.00
109125	06/14/2022	06311	HEIMAN INC	PERSONAL PROTECTIVE EQUIP-HELMETS	382.95
109126	06/14/2022	02496	JAMAR TECHNOLOGIES INC	LICENSE & TRAFFIC COUNTING EQUP	3,176.80
109127	06/14/2022	02137	KENNEDY & GRAVEN CHARTERED	ATTORNEY FEES - APRIL	19,081.45
109128	06/14/2022	00917	MACQUEEN EMERGENCY	HYDROGEN SULFIDE	363.65
109129	06/14/2022	05222	MARTIN-MCALLISTER	PUBLIC SAFETY ASSESSEMENT	600.00
109130	06/14/2022	01044	MN FIRE SERVICE CERT BD	CERTIFICATION EXAMS	580.00
109131	06/14/2022	00001	ONE TIME VENDOR	REIMB D PALMER - DRIVEWAY APRON	6,520.00
109132	06/14/2022	01340	REGIONS HOSPITAL	EMS SUPPLIES	184.90
109133	06/14/2022	01363	RETROFIT COMPANIES, INC.	SPRING CLEAN UP DISPOSALS	5,716.00
109134	06/14/2022	05879	ROADKILL ANIMAL CONTROL	DEER REMOVAL - MAY	238.00
109135	06/14/2022	05772	SCHWAB VOLLHABER LUBRATT SRVS	CHILLER SERVICE/REPAIR - CH	1,004.00
109136	06/14/2022	06107	TOKLE INSPECTIONS, INC.	ELECTRICAL INSPECTIONS - MAY	3,225.72
109137	06/14/2022	05931	TRUGREEN PROCESSING CENTER	LAWN SERVICE STATION 1 & 2	924.80

34 Checks in this report.

359.153.77

Check Register City of Maplewood

Check	Date	Vendor		Description	Amount
109138	06/21/2022	00519	FLEXIBLE PIPE TOOL CO.	REPAIR OF CCTV CAMERA - UNIT 623	1,752.35
	06/21/2022	00519	FLEXIBLE PIPE TOOL CO.	TACHOMETER - UNIT 616	276.05
109139	06/21/2022	00532	MADDEN GALANTER HANSEN, LLP	HR ATTORNEY FEE LABOR REL - MAY	969.00
109140	06/21/2022	06160	AWARDS NETWORK	EMPLOYEE RECOGNITION AWARDS 2022	150.00
109141	06/21/2022	06322	CAROUSEL DIGITAL SIGNAGE	CAROUSEL CLOUDPRO/CHANNEL DESIGN	5,000.00
109142	06/21/2022	06320	COMPANION ANIMAL CONTROL	ANIMAL CONTROL SRVS - MAY	100.00
109143	06/21/2022	00464	EMERGENCY AUTOMOTIVE TECH, INC	PARTS FOR BUILD VEH#953	9,064.47
	06/21/2022	00464	EMERGENCY AUTOMOTIVE TECH, INC	PARTS FOR BUILD VEH#947 V#7394	7,995.53
	06/21/2022	00464	EMERGENCY AUTOMOTIVE TECH, INC	PARTS FOR BUILD VEH#954 V#7395	7,995.53
109144	06/21/2022	05313	GRAPHIC DESIGN, INC.	BUSINESS CARDS	105.93
109145	06/21/2022	00827	LMCIT	WC CLAIM #00474776	358.26
	06/21/2022	00827	LMCIT	WC CLAIM #00471606	139.09
	06/21/2022	00827	LMCIT	WC CLAIM #00460768	28.50
109146	06/21/2022	05977	MCDONOUGH K-9	POLICE K9 & TRAINING FOR K9 HANDLER	15,500.00
109147	06/21/2022	00986	METROPOLITAN COUNCIL	MONTHLY SAC - MAY	4,920.30
109148	06/21/2022	06321	MINNESOTA PAVING & MATERIALS	BITUMINOUS MATERIALS	272.68
109149	06/21/2022	06257	NINE NORTH	VIDEO PRODUCTION SERVICES - MAY	1,095.00
109150	06/21/2022	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - MAY	3,162.41
109151	06/21/2022	00001	ONE TIME VENDOR	REFUND L HUDAK-PROPERTY LICENSE	400.00
109152	06/21/2022	00001	ONE TIME VENDOR	REFUND HENDERSON-WAKEFIELD RENT	322.13
109153	06/21/2022	01510	PIONEER PRESS	NEWSPAPER SUBSCRIPTION 24WEEKS	477.72
109154	06/21/2022	02001	CITY OF ROSEVILLE	PHONE & IT SUPPORT SRVS - JUNE	7,992.01
109155	06/21/2022	06122	SANDSTROM LAND MANAGEMENT	WEEDING MEDAINS & GLADSTONE	2,235.00
109156	06/21/2022	03879	SANSIO	REPORTING SOFTWARE FAX FEE - APR	53.76
109157	06/21/2022	01836	ST PAUL, CITY OF	BITUMINOUS MATERIALS	3,231.06
109158	06/21/2022	03826	STERNBERG LANTERS, INC.	REPLACE LIGHT POLES-VANDALISM	11,760.00
109159	06/21/2022	05663	TRANS UNION LLC	CREDIT REPORTING SERVICE - MAY	120.50

22 Checks in this report.

85.477.28

CITY OF MAPLEWOOD Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	Payee	Description	Amount
6/6/2022	Delta Dental	Dental Premium	1,223.72
6/6/2022	MN Dept of Natural Resources	DNR electronic licenses	1,532.88
6/6/2022	MN State Treasurer	Drivers License/Deputy Registrar	65,275.94
6/7/2022	MN State Treasurer	Drivers License/Deputy Registrar	104,024.65
6/8/2022	MN State Treasurer	Drivers License/Deputy Registrar	62,837.36
6/9/2022	MN State Treasurer	Drivers License/Deputy Registrar	46,935.21
6/10/2022	MN Dept of Natural Resources	DNR electronic licenses	1,186.10
6/10/2022	MN State Treasurer	Drivers License/Deputy Registrar	73,230.60
6/10/2022	Optum Health	DCRP & Flex plan payments	2,272.08
6/10/2022	U.S. Treasurer	PR - Federal Payroll Tax	129,558.71
6/10/2022	US Bank VISA One Card*	Purchasing Card Items	37,407.12
6/13/2022	Delta Dental	Dental Premium	1,509.21
6/13/2022	Empower - State Plan	PR - Deferred Compensation	27,058.00
6/13/2022	ICMA (Vantagepointe)	PR - Deferred Compensation	7,875.00
6/13/2022	ICMA (Vantagepointe)	PR - Retiree Health Savings	30,655.68
6/13/2022	Labor Unions	PR - Union Dues	4,684.70
6/13/2022	MidAmerica	PR - HRA Flex Plan - AUL	15,131.29
6/13/2022	MN State Treasurer	Drivers License/Deputy Registrar	126,656.33
6/13/2022	MN State Treasurer	PR - State Payroll Tax	31,118.06
6/13/2022	P.E.R.A.	PR - P.E.R.A.	156,014.98
6/14/2022	MN State Treasurer	Drivers License/Deputy Registrar	19,168.37
6/15/2022	MN State Treasurer	Drivers License/Deputy Registrar	71,591.30
6/16/2022	MN State Treasurer	Drivers License/Deputy Registrar	104,847.53
6/17/2022	MN Dept of Natural Resources	DNR electronic licenses	1,311.90
6/17/2022	MN State Treasurer	Drivers License/Deputy Registrar	39,373.15
6/17/2022	Optum Health	DCRP & Flex plan payments	320.21
6/17/2022	U.S. Treasurer	PR - Federal Payroll Tax	1,478.74

1,164,278.82

*Detailed listing of VISA purchases is attached.

Purchasing	Card	Items
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Purchasing Card I				
Transaction Date	-		Transaction Amount	
05/25/2022	05/27/2022	CONTINENTAL SAFETY EQUIP		DAVE ADAMS
05/24/2022	05/25/2022	BANNERSCOM	-	CHAD BERGO
06/02/2022	06/03/2022	BANNERSCOM		CHAD BERGO
05/22/2022	05/23/2022	PANERA BREAD #601305 O	\$279.19	NEIL BRENEMAN
06/02/2022	06/03/2022	BROADCAST MUSIC INC BMI	\$402.93	NEIL BRENEMAN
05/26/2022	05/27/2022	OAKDALE RENTAL CENTER	\$244.00	BRENT BUCKLEY
05/21/2022	05/23/2022	IN *FORZA FORENSICS, LLC	\$1,231.65	DANIEL BUSACK
05/26/2022	05/27/2022	SHAWARMIN	\$482.25	DANIEL BUSACK
06/01/2022	06/02/2022	KNOWLAN'S MARKET #2	\$62.28	DANIEL BUSACK
06/02/2022	06/03/2022	IN *BRODIN STUDIOS, INC.	\$100.00	DANIEL BUSACK
05/24/2022	05/25/2022	R M COTTON COMPANY	-	SCOTT CHRISTENSON
05/27/2022	05/30/2022	BREDEMUS HARDWARE COMPAN	\$1,996,98	SCOTT CHRISTENSON
06/01/2022	06/03/2022	THE HOME DEPOT #2801	. ,	THOMAS DABRUZZI
06/01/2022	06/03/2022	THE HOME DEPOT #2801	, , ,	THOMAS DABRUZZI
06/01/2022	06/03/2022	THE HOME DEPOT #2801		THOMAS DABRUZZI
05/26/2022	05/26/2022	PANERA BREAD #601305 O		MIKE DARROW
05/26/2022	05/30/2022	SARPINO'S PIZZERIA - OAKD	-	MIKE DARROW
05/26/2022	05/30/2022	SARPINO'S PIZZERIA - OAKD		MIKE DARROW
05/29/2022	05/30/2022	CUB FOODS #1599		BRAD DAVISON
05/31/2022	06/01/2022	COSTCO WHSE #1021	•	BRAD DAVISON
06/02/2022	06/03/2022	CORT FURNITURE RENTAL		RICHARD DAWSON
06/02/2022	06/03/2022	SAFARILAND, LLC		MICHAEL DUGAS
05/24/2022	05/25/2022	GENERAL CREDIT FORMS INC		CHRISTINE EVANS
05/26/2022	05/30/2022	OFFICE DEPOT #1090	-	CHRISTINE EVANS
06/02/2022	06/03/2022	STROMBERG'S CHICKS & GAM		CHRISTINE EVANS
05/25/2022	05/26/2022	WEB*NETWORKSOLUTIONS		MYCHAL FOWLDS
05/26/2022	05/27/2022	CENTURYLINK		MYCHAL FOWLDS
06/01/2022	06/02/2022	TMOBILE*AUTO PAY		MYCHAL FOWLDS
06/03/2022	06/03/2022	COMCAST CABLE COMM	-	MYCHAL FOWLDS
05/22/2022	05/23/2022	ADOBE INC	-	NICK FRANZEN
05/22/2022	05/23/2022	MICROSOFT*MICROSOFT 365 P		NICK FRANZEN
05/23/2022	05/24/2022	ZOHO-ANALYTICS		NICK FRANZEN
05/24/2022	05/25/2022	AMZN MKTP US*1R20N7GH2		NICK FRANZEN
06/01/2022	06/02/2022	AMAZON.COM*1X0J92XC2 AMZN		NICK FRANZEN
05/23/2022	05/24/2022	ASPEN MILLS	-	MICHAEL HAGEN
05/24/2022	05/25/2022	ASPEN MILLS	-	MICHAEL HAGEN
05/24/2022		ASPEN MILLS		MICHAEL HAGEN
05/24/2022	05/25/2022	MIKES LP GAS INC		MICHAEL HAGEN
05/19/2022	05/23/2022	THE HOME DEPOT #2801	•	TAMARA HAYS
06/01/2022	06/02/2022	CVS/PHARMACY #01751		LINDSAY HERZOG
05/19/2022	05/23/2022	THE HOME DEPOT #2801		GARY HINNENKAMP
05/25/2022	05/26/2022	BLAUER MANUFACTURING	•	MICHAEL HOEMKE
06/01/2022	06/03/2022	SPARTAN PROMOTIONAL GROU		MICHAEL HOEMKE
05/19/2022	05/23/2022	THE HOME DEPOT #2801	-	DAVID JAHN
	05/23/2022	DALCO ENTERPRISES		DAVID JAHN
05/23/2022		BOARD OF AELSLAGID	•	JON JAROSCH
05/23/2022	05/25/2022	OFFICEMAX/OFFICEDEPT#6874		LOIS KNUTSON
05/27/2022	05/30/2022 06/02/2022	OFFICE DEPOT #1090		LOIS KNUTSON
05/31/2022		THE HOME DEPOT #1090		ERIC KUBAT
05/19/2022	05/23/2022		•	
05/19/2022	05/23/2022	THE HOME DEPOT #2801		
05/20/2022	05/23/2022	THE BIG BLUE BOX	-	JASON KUCHENMEISTER
05/25/2022	05/26/2022		•	JASON KUCHENMEISTER
05/31/2022	06/01/2022			JASON KUCHENMEISTER
06/01/2022	06/02/2022	ATLAS CORP NOTARY & SU		JASON KUCHENMEISTER
05/20/2022	05/23/2022	EVEREST EMERGENCY VEHICLE	•	MICHAEL MONDOR
05/23/2022	05/24/2022			MICHAEL MONDOR
05/24/2022	05/25/2022	ASPEN MILLS	\$2,451.34	MICHAEL MONDOR

05/05/0000	05/26/2022	EVEREST EMERGENCY VEHICLE
05/25/2022	05/26/2022	
05/25/2022	05/26/2022	SQ *ACROSS THE STRE
05/26/2022	05/30/2022	EMBASSY SUITES PHEONIX DO
05/31/2022	06/01/2022	IN *MARIE RIDGEWAY LICSW,
06/01/2022	06/02/2022	AIRGAS USA, LLC
06/01/2022	06/02/2022	AIRGAS USA, LLC
05/25/2022	05/26/2022	CINTAS CORP
06/02/2022	06/03/2022	CINTAS CORP
06/02/2022	06/03/2022	CINTAS CORP
		CINTAS CORP
06/02/2022	06/03/2022	
06/02/2022	06/03/2022	CINTAS CORP
06/02/2022	06/03/2022	CINTAS CORP
05/24/2022	05/25/2022	LIFE ASSIST INC
06/02/2022	06/03/2022	LIFE ASSIST INC
05/23/2022	05/24/2022	0391-AUTOPLUS
05/23/2022	05/24/2022	ADVANCE AUTO PARTS #7152
05/23/2022	05/24/2022	0391-AUTOPLUS
05/23/2022	05/25/2022	NUSS TRUCK & EQUIPMENT
05/24/2022	05/25/2022	MIKES LP GAS INC
05/24/2022	05/25/2022	AN FORD WHITE BEAR LAK
05/24/2022	05/25/2022	SQ *TWIN CITIES TRANSPORT
05/25/2022	05/26/2022	SOL*SNAP-ON INDUSTRIAL
05/25/2022	05/26/2022	METRO PRODUCTS INC
05/26/2022	05/27/2022	WHEELCO NEWPORT
05/26/2022	05/27/2022	COREMARK METALS
05/26/2022	05/27/2022	0391-AUTOPLUS
05/26/2022	05/27/2022	ABLE HOSE & RUBBER
		TRI-STATE BOBCAT
05/26/2022	05/27/2022	
05/27/2022	05/30/2022	AN FORD WHITE BEAR LAK
05/27/2022	05/30/2022	POMP S TIRE #021
05/27/2022	05/30/2022	AN FORD WHITE BEAR LAK
05/27/2022	05/30/2022	MTI
05/27/2022	05/30/2022	MTI
05/27/2022	05/30/2022	MTI
05/27/2022	05/30/2022	TRI-STATE BOBCAT
05/31/2022	06/01/2022	WHEELCO NEWPORT
05/31/2022	06/01/2022	WHEELCO NEWPORT
05/31/2022	06/01/2022	COMOLUBE AND SUPPLIES INC
06/01/2022	06/02/2022	MACQUEEN EQUIPMENT GROUP
06/01/2022	06/03/2022	ZARNOTH BRUSH WORKS INC
06/02/2022	06/03/2022	WHEELCO NEWPORT
05/20/2022	05/23/2022	MINNESOTA WOMEN'S PRESS
05/26/2022	05/30/2022	HYATT REGENCY PHOENIX
05/19/2022	05/23/2022	ON SITE SANITATION INC
05/20/2022	05/23/2022	IN & OUT MARKET
05/24/2022	05/26/2022	ON SITE SANITATION INC
05/25/2022	05/26/2022	CINTAS CORP
		TRI-STATE BOBCAT
05/25/2022	05/26/2022	
06/01/2022	06/03/2022	ON SITE SANITATION INC
05/24/2022	05/25/2022	USPS PO 2683450015
05/23/2022	05/24/2022	
05/23/2022	05/25/2022	MENARDS OAKDALE MN
05/24/2022	05/26/2022	MENARDS OAKDALE MN
05/24/2022	05/27/2022	MENARDS OAKDALE MN
05/25/2022	05/26/2022	ACME TOOLS PLYMOUTH

\$127.20 \$500.00 \$509.94 \$160.00	MICHAEL MONDOR MICHAEL MONDOR MICHAEL MONDOR
\$100.32 \$311.65 \$85.79	MICHAEL MONDOR MICHAEL MONDOR BRYAN NAGEL
\$22.55 \$9.15 \$32.73	BRYAN NAGEL BRYAN NAGEL BRYAN NAGEL
\$85.99 \$91.85	BRYAN NAGEL BRYAN NAGEL
\$125.57 \$14.69 \$15.05	BRYAN NAGEL
\$9.15 \$12.00 \$311.22	
(\$53.78) \$105.12	STEVEN PRIEM STEVEN PRIEM
	STEVEN PRIEM STEVEN PRIEM STEVEN PRIEM
\$100.00	STEVEN PRIEM STEVEN PRIEM STEVEN PRIEM
\$54.15 \$18.84	STEVEN PRIEM
\$73.86 \$52.46 \$188.72	STEVEN PRIEM STEVEN PRIEM
\$70.11 (\$323.82) \$497.33	
\$41.45 \$22.26 \$227.18	
\$270.20 \$219.30	STEVEN PRIEM STEVEN PRIEM
\$109.55	STEVEN PRIEM STEVEN PRIEM STEVEN PRIEM
\$4,496.00	STEVEN PRIEM STEVEN PRIEM STEVEN PRIEM
\$259.00 \$993.32 \$83.61	MICHAEL RENNER
\$3.25 \$175.00	AUDRA ROBBINS AUDRA ROBBINS
\$79.26 \$973.50 (\$34.50)	AUDRA ROBBINS AUDRA ROBBINS AUDRA ROBBINS
\$10.70 \$429.00 \$94.35	JOSEPH RUEB ROBERT RUNNING ROBERT RUNNING
\$34.99	ROBERT RUNNING ROBERT RUNNING ROBERT RUNNING

06/01/2022	06/02/2022	SITEONE LANDSCAPE SUPPLY,
06/01/2022	06/02/2022	RED WING SHOE #727
05/19/2022	05/23/2022	INTERNATIONAL ASSOCIATION
05/20/2022	05/23/2022	SPEEDWAY 04823 212 NEWTON
05/23/2022	05/25/2022	DELTA AIR BAGGAGE FEE
05/26/2022	05/27/2022	DELTA AIR BAGGAGE FEE
05/26/2022	05/30/2022	EMBASSY SUITES PHEONIX DO
05/24/2022	05/25/2022	THOMSON WEST*TCD
06/02/2022	06/03/2022	GALLS
06/02/2022	06/03/2022	CINTAS CORP
05/28/2022	05/30/2022	AMZN MKTP US*1R0VB69A0 AM
05/24/2022	05/26/2022	MINNESOTA COUNTY ATTORNEY
05/31/2022	06/01/2022	HY-VEE MAPLEWOOD 1402
05/20/2022	05/23/2022	SP 13 FIFTY ONLINE
05/26/2022	05/27/2022	NORTH AMERICAN RESCUE LL
05/24/2022	05/25/2022	WINNICK SUPPLY
05/25/2022	05/26/2022	ESS BROTHERS & SONS
05/25/2022	05/26/2022	SAFE-FAST(MW)
05/17/2022	05/23/2022	DIVISION STREET FUELS ARC
05/25/2022	05/26/2022	LIFE ASSIST INC
05/27/2022	05/30/2022	BOUND TREE MEDICAL LLC
06/01/2022	06/03/2022	BOUND TREE MEDICAL LLC

\$48.67	ROBERT RUNNING
\$212.49	ROBERT RUNNING
(\$40.00)	RYAN SCHROEDER
\$9.65	RYAN SCHROEDER
\$30.00	RYAN SCHROEDER
\$30.00	RYAN SCHROEDER
\$509.94	RYAN SCHROEDER
\$635.54	STEPHANIE SHEA
\$1,596.86	STEPHANIE SHEA
\$53.82	STEPHANIE SHEA
\$31.44	KAYLA SPANDE
\$22.50	JOSEPH STEINER
\$39.94	JOSEPH STEINER
\$43.00	BRIAN TAUZELL
\$516.15	BRIAN TAUZELL
\$165.42	TODD TEVLIN
\$499.80	TODD TEVLIN
\$149.40	JEFF WILBER
\$58.04	LANCE ZAHNOW
\$553.30	ERIC ZAPPA
\$2,086.58	ERIC ZAPPA
\$24.15	ERIC ZAPPA

\$37,407.12

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

06/10/22 ABRAMS, MARYLEE 619.68 06/10/22 CAVE, REBECCA 530.61 06/10/22 JUENEMANN, KATHLEEN 530.61 06/10/22 JUENEMANN, KATHLEEN 530.61 06/10/22 KNUTSON, WILLIAM 530.61 06/10/22 VILLAVICENCIO, NICHOLE 530.61 06/10/22 COLEMAN, MELINDA 7,040.00 06/10/22 DARROW, MICHAEL 5,308.09 06/10/22 KNUTSON, LOIS 3,506.37	16.83
06/10/22 CAVE, REBECCA 530.61 06/10/22 JUENEMANN, KATHLEEN 530.61 06/10/22 KNUTSON, WILLIAM 530.61 06/10/22 VILLAVICENCIO, NICHOLE 530.61 06/10/22 VILLAVICENCIO, NICHOLE 530.61 06/10/22 COLEMAN, MELINDA 7,040.00 06/10/22 DARROW, MICHAEL 5,308.09 06/10/22 KNUTSON, LOIS 3,506.37	10.05
06/10/22 JUENEMANN, KATHLEEN 530.61 06/10/22 KNUTSON, WILLIAM 530.61 06/10/22 VILLAVICENCIO, NICHOLE 530.61 06/10/22 COLEMAN, MELINDA 7,040.00 06/10/22 DARROW, MICHAEL 5,308.09 06/10/22 KNUTSON, LOIS 3,506.37	
06/10/22 KNUTSON, WILLIAM 530.61 06/10/22 VILLAVICENCIO, NICHOLE 530.61 06/10/22 COLEMAN, MELINDA 7,040.00 06/10/22 DARROW, MICHAEL 5,308.09 06/10/22 KNUTSON, LOIS 3,506.37	
06/10/22 VILLAVICENCIO, NICHOLE 530.61 06/10/22 COLEMAN, MELINDA 7,040.00 06/10/22 DARROW, MICHAEL 5,308.09 06/10/22 KNUTSON, LOIS 3,506.37	
06/10/22DARROW, MICHAEL5,308.0906/10/22KNUTSON, LOIS3,506.37	
06/10/22 KNUTSON, LOIS 3,506.37	
06/10/22 CHRISTENSON, SCOTT 2,437.05	
06/10/22 DOUGLASS, TOM 2,887.93	
06/10/22 JAHN, DAVID 2,514.82	
06/10/22 HERZOG, LINDSAY 2,988.72	
06/10/22 RAMEAUX, THERESE 3,879.15	
06/10/22 DEBILZAN, JUDY 2,592.80	
06/10/22 PAULSETH, ELLEN 6,083.12	
06/10/22 RACETTE, THOMAS 2,786.11	
06/10/22 RUEB, JOSEPH 4,785.26	
06/10/22 STANLEY, JENNIFER 3,507.39	
06/10/22 ARNOLD, AJLA 1,243.29	
06/10/22 CROSS, JULIA 1,950.40	
06/10/22 EVANS, CHRISTINE 2,558.41	
06/10/22 LARSON, MICHELLE 2,319.20	
06/10/22 SCHORR, JENNIFER 1,824.21	
06/10/22 SINDT, ANDREA 4,058.38	
06/10/22 HANSON, MELISSA 2,190.76	
06/10/22 HOCKBEIN, JUDY 1,391.31	
06/10/22 KRAMER, PATRICIA 1,431.78 06/10/22 MOY, PAMELA 2,040.17	169.68
06/10/22 MOT, FAMELA 2,040.17 06/10/22 OSTER, ANDREA 2,323.82	109.08
06/10/22 051EK, ANDREA 2,523.62 06/10/22 VITT, JULIANNE 1,743.31	
06/10/22 WEAVER, KRISTINE 3,604.66	
06/10/22 XIONG, KANGBAO 1,113.60	
06/10/22 BAKKE, LONN 5,733.16	
06/10/22 BARTZ, PAUL 275.31	275.31
06/10/22 BENJAMIN, MARKESE 5,935.36	270101
06/10/22 BERGERON, ASHLEY 5,719.30	
06/10/22 BIERDEMAN, BRIAN 5,892.68	
06/10/22 BROWN, RAE 4,423.74	
06/10/22 BURT-MCGREGOR, EMILY 6,452.03	
06/10/22 BUSACK, DANIEL 5,574.67	
06/10/22 COLEMAN, ALEXANDRA 2,162.60	
06/10/22 CONDON, MITCHELL 6,400.25	
06/10/22 CRUZ, TREANA 4,473.68	
06/10/22 DEMULLING, JOSEPH 5,078.18	
06/10/22 DUGAS, MICHAEL 4,908.09	
06/10/22 FORSYTHE, MARCUS 6,470.57	
06/10/22 FRITZE, DEREK 4,451.77	
06/10/22 GABRIEL, ANTHONY 6,643.04	
06/10/22 GEISELHART, BENJAMIN 5,082.45	
06/10/22 HAWKINSON JR, TIMOTHY 4,076.01	276.50
06/10/22 HENDRICKS, JENNIFER 2,182.40	
06/10/22 HER, PHENG 6,186.33	
06/10/22 HER, TERRELL 3,859.69	
06/10/22 HOEMKE, MICHAEL 4,908.09	
06/10/22 JOHNSON, BARBARA 322.00	
06/10/22 JOHNSON, JEREMY 1,945.53	616.03
06/10/22 KANDA, MADELINE 4,641.55	

06/10/22	KIM, WINSTON	4,889.65	
06/10/22	KONG, TOMMY	6,623.42	
06/10/22	KORAN, MARIE	521.18	
06/10/22	KROLL, BRETT	6,353.19	
06/10/22	KUCHENMEISTER, GINA	2,259.20	
06/10/22	KUCHENMEISTER, JASON	2,085.60	
06/10/22	LENERTZ, NICHOLAS	5,334.75	
06/10/22	LYNCH, KATHERINE	5,730.94	
06/10/22	MARINO, JASON	6,783.88	
06/10/22	MATTHEIS, TAWNY	3,593.62	
06/10/22	MURRAY, RACHEL	3,868.42	
06/10/22	NYE, MICHAEL	4,871.72	
06/10/22	OLSON, JULIE	44,377.14	39,403
06/10/22	PARKER, JAMES	5,894.59	
06/10/22	PASDO, JOSEPH	4,119.30	
06/10/22	PEREZ, GUSTAVO	4,634.22	
06/10/22	PETERS, DANIEL	5,436.08	
06/10/22	QUIRK, JAMES	3,207.42	
06/10/22	SALCHOW, CONNOR	6,227.90	
06/10/22	SANCHEZ, ISABEL	4,136.14	
06/10/22	SHEA, STEPHANIE	2,651.02	
06/10/22	STARKEY, ROBERT	7,547.79	
06/10/22	STEINER, JOSEPH	4,908.09	
06/10/22	STOCK, AUBREY	5,344.63	
06/10/22	SUEDKAMP, ADAM	3,959.05	
06/10/22	SWETALA, NOAH	5,362.02	
06/10/22	TAUZELL, BRIAN	4,553.97	
06/10/22	WENZEL, JAY	6,068.72	
06/10/22	WIETHORN, AMANDA	6,466.09	
06/10/22	XIONG, KAO	5,748.73	
06/10/22	XIONG, TUOYER	5,230.53	
06/10/22	ZAPPA, ANDREW	6,124.71	
06/10/22	BARRETTE, CHARLES	4,105.09	
06/10/22	BAUMAN, ANDREW	4,947.76	
06/10/22	BEITLER, NATHAN	4,169.30	
06/10/22	CAMPBELL, MACLANE	3,446.05	
06/10/22	CRAWFORD JR, RAYMOND	6,536.91	
06/10/22	CRUMMY, CHARLES	3,808.01	
06/10/22	DABRUZZI, THOMAS	5,523.91	
06/10/22	DANLEY, NICHOLAS	4,189.86	
06/10/22	DAVISON, BRADLEY	5,212.14	
06/10/22	DAWSON, RICHARD	3,698.62	
06/10/22	HAGEN, MICHAEL	3,624.50	
06/10/22	HALWEG, JODI	5,073.88	
06/10/22	HANG, RYAN	136.50	
06/10/22	HAWTHORNE, ROCHELLE	5,532.96	
06/10/22	KUBAT, ERIC	4,263.35	
06/10/22	LANDER, CHARLES LANIK, JAKE	5,452.46	
06/10/22	<i>'</i>	3,203.44	
06/10/22 06/10/22	MALESKI, MICHAEL MCGEE, BRADLEY	3,922.46 4,656.78	
06/10/22	MERKATORIS, BRETT	3,742.91	
06/10/22	MONDOR, MICHAEL NEILY, STEVEN	5,611.02	
06/10/22		3,362.54	
06/10/22 06/10/22	NIELSEN, KENNETH NOVAK, JEROME	4,159.34 3 823 55	
06/10/22	POWERS, KENNETH	3,823.55 6,258.91	
06/10/22	SCHROEDER, RYAN SEDLACEK, JEFFREY	4,437.60	
06/10/22 06/10/22	SEDLACEK, JEFFREY SKARA, MICHAEL	5,194.23 2,926.28	
06/10/22	SKARA, MICHAEL SPANDE, KAYLA	2,926.28 2,219.20	
06/10/22	STREFF, MICHAEL	4,890.12	666
06/10/22	WARDELL, JORDAN	3,985.56	000
06/10/22	WILLIAMSON, MICHAEL	5,453.74	
00/10/22	WILLIAWSON, WICHAEL	5,455.74	

)3.85

56.91

06/10/22	WILSON, DAMARI	234.00
06/10/22	YOUNG, NATALIE	3,240.26
06/10/22	ZAPPA, ERIC	3,280.46
06/10/22	CORTESI, LUANNE	2,319.20
06/10/22	JANASZAK, MEGHAN	3,433.68
06/10/22	BRINK, TROY	2,925.81
06/10/22	BUCKLEY, BRENT	4,137.36
06/10/22	EDGE, DOUGLAS	2,963.04
06/10/22	JONES, DONALD	2,832.70
06/10/22	MEISSNER, BRENT	2,635.99
06/10/22	MLODZIK, JASON	2,452.49
06/10/22	NAGEL, BRYAN	4,767.00
06/10/22	OSWALD, ERICK	3,599.29
06/10/22	RUNNING, ROBERT	2,903.50
06/10/22	TEVLIN, TODD	2,640.61
06/10/22	ZAHNOW, LANCE	2,263.39
06/10/22	BURLINGAME, NATHAN	3,278.40
06/10/22	DUCHARME, JOHN	3,343.02
06/10/22	ENGSTROM, ANDREW	3,338.40
06/10/22	JAROSCH, JONATHAN	4,643.77
06/10/22	LINDBLOM, RANDAL	3,343.02
06/10/22	LOVE, STEVEN	6,369.43
06/10/22	STRONG, TYLER	3,236.99
	ZIEMAN, SCOTT	
06/10/22	,	846.00
06/10/22	GERNES, CAROLE	2,820.19
06/10/22	FRIBERG, DAVID	2,093.15
06/10/22	HAYS, TAMARA	2,638.15
06/10/22	HINNENKAMP, GARY	3,144.62
06/10/22	NAUGHTON, JOHN	3,120.81
06/10/22	ORE, JORDAN	2,674.01
06/10/22	STOKES, KAL	2,318.49
06/10/22	BEGGS, REGAN	2,455.39
06/10/22	HAMMOND, ELIZABETH	2,549.74
06/10/22	JOHNSON, ELIZABETH	2,409.79
06/10/22	JOHNSON, RANDY	7,463.45
06/10/22	KROLL, LISA	2,385.05
06/10/22	THOMSON, JEFFREY	5,521.33
	FINWALL, SHANN	
06/10/22	·	4,484.49
06/10/22	MARTIN, MICHAEL	4,347.48
06/10/22	LENTZ, DANIEL	3,059.40
06/10/22	THIENES, PAUL	3,067.02
06/10/22	WESTLUND, RONALD	2,650.59
06/10/22	WELLENS, MOLLY	2,625.88
06/10/22	BJORK, BRANDON	29.25
06/10/22	BRENEMAN, NEIL	3,370.91
06/10/22	GORACKI, GERALD	191.75
06/10/22	LO, SATHAE	279.50
06/10/22	ROBBINS, AUDRA	4,955.52
06/10/22	BERGO, CHAD	4,029.48
06/10/22	SCHMITZ, KEVIN	2,384.50
06/10/22	SHEERAN JR, JOSEPH	4.402.00
06/10/22	ADAMS, DAVID	2,723.93
06/10/22	JENSEN, JOSEPH	2,643.93
06/10/22	SCHULTZ, SCOTT	4,739.00
06/10/22	WILBER, JEFFREY	2,616.19
06/10/22	COUNTRYMAN, BRENDA	1,428.75
06/10/22	PRIEM, STEVEN	2,967.72
06/10/22	WOEHRLE, MATTHEW	2,725.79
06/10/22	XIONG, BOON	2,649.73
06/10/22	FOWLDS, MYCHAL	5,329.70
06/10/22	FRANZEN, NICHOLAS	5,020.10
06/10/22	GERONSIN, ALEXANDER	3,351.69
06/10/22	RENNER, MICHAEL	2,994.25
	-	
		724,823.93

41,667.18

CITY COUNCIL STAFF REPORT

Meeting Date June 27, 2022

REPORT TO:	Melinda Colen	nan, City Manag	er	
REPORT FROM:	Ellen Paulseth	, Finance Direct	or	
PRESENTER:	Ellen Paulseth	i, Finance Direct	or	
AGENDA ITEM:	Financial Rep	ort for Month End	ded May 31, 2022	
Action Requested:	□ Motion	✓ Discussion	Public Hearing	
Form of Action:	Resolution	Ordinance	□ Contract/Agreement	Proclamation

Policy Issue:

The City Council receives monthly financial reports at Council meetings, in addition to the emailed reports to provide greater transparency for taxpayers and interested parties.

Recommended Action:

No action is required.

Fiscal Impact:

Is There a Fiscal Impact?	✓ No \Box Yes, the true or estimated cost is N	J/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 about 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 month ended May 31, 2022. Notes to the financial report precede the report.

Attachments:

1. Financial Report for the Month Ended May 31, 2022

Notes to Financial Report for Month Ended May 31, 2022

Investments

- The investment portfolio meets investment policy parameters for diversification by security sector and maturity range. The holdings in municipal bonds are near 60% to maximize yield provided in that sector at this time; however, the sector holdings are still within the 70% policy parameter.
- Total portfolio yield to maturity is 1.14%, up from the previous month of 1.01%, due to an improving market.
- Interest earnings exceed budget at this point in the fiscal year.

General Fund Budget

Revenues

- **Property taxes** arrive in two main installments, July and December. Therefore, there is no revenue year-to-date in this category.
- Licenses and Permits revenue exceeds budget and is at higher level than at this time last year. Permit activity generally peaks during the construction period and has been unusually high the last two budget years.
- *Fines and Forfeits* revenue is below the norm because only four months of revenue is included. There is often a lag in receiving the funds from the court.
- Intergovernmental Revenues are as expected, as most of the State aid comes in the second half of the year.
- Charges for Services revenues exceed budget, and are more than at the same time last year. This is largely due to plan check fees relating to development. DMV fees continue to lag slightly, a trend resulting from the pandemic. Rental licensing fees are billed at various times during the year, generally more in the second half of the year.
- **Investment Earnings** are above budget for the year. Most of this is due to the improving market and part is due to the accounting adjustment back to book value for the year.
- *Miscellaneous revenues* are a small component of the budget and are about where expected for this time of year.

Expenditures

 Departmental expenditures are all slightly below budget and at about the same level as this time in the prior year.

Transfers In/Out

 Budgeted Transfers In were completed in May. The \$1,500,000 transfer out is a reflection of the surplus fund balance transfers made by the Council in January.



Monthly Financial Report (unaudited) Month Ending May 31, 2022

Prepared By:

Finance Director

Approved By:

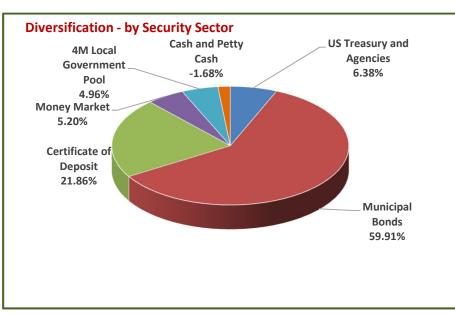
melinda Coleman

City Manager

CITY OF MAPLEWOOD

Monthly Investment Summary Report Period Ending: May 31, 2022





Diversification - Maturity Range 5-10 Years 4-5 Years 4.57%	0-1 Month 10.78%
	1-3 Months
12.25%	
3-4 Years	3.66% 3-6 Months 3.88%
	-9 Months
\mathbf{X}	
	7.63% 19-12 Months
2-3 Years _/	1.3 Voors 3.96%
21.32%	1-2 Years 3.96%
	19.45%

			Portfolio
Fixed Income Assets	YTM@Cost	Book Value	%
US Treasury and Agencies	1.00%	2,664,242.14	6.60%
Municipal Bonds	1.21%	25,010,321.34	62.00%
Certificate of Deposit	1.33%	9,124,253.79	22.62%
Yield to Maturity @ Cost	1.19%	36,798,817.27	91.23%
Weighted Average			
Money Market & LGIP			
Money Market	0.67%	2,171,237.97	5.38%
4M Local Government Pool	0.51%	2,071,556.38	5.14%
Yield to Maturity @ Cost	0.51%	4,242,794.35	10.52%
Weighted Average			
Cash and Liquid Assets			
Cash and Petty Cash	0.00%	(703,377.59)	-1.74%
Yield to Maturity @ Cost	0.00%	(703,377.59)	-1.74%
Yield to Maturity @ Cost	1.14%	40,338,234.03	100.00%
Weighted Average			

			Portfolio
Total Assets	YTM@Cost	Book Value	%
0-1 Month	0.90%	4,347,456.59	10.78%
1-3 Months	0.52%	1,474,914.92	3.66%
3-6 Months	1.69%	1,564,567.55	3.88%
6-9 Months	1.51%	3,077,575.09	7.63%
9-12 Months	1.41%	1,599,308.18	3.96%
1-2 Years	1.10%	7,843,845.79	19.45%
2-3 Years	0.75%	8,600,954.82	21.32%
3-4 Years	1.43%	5,042,705.29	12.50%
4-5 Years	1.35%	4,943,384.71	12.25%
5-10 Years	1.99%	1,843,521.09	4.57%
Yield to Maturity @ Cost	1.16%	40,338,234.03	100.00%
Weighted Average			
Interest Earr	ned During Per	iod - Book Value	
Current Month		39,649.02	
Year to Date		180,636.92	
Annual Budget		388,400.00	46.51%

Statement of Revenues, Expenditures, and Changes in Fund Balance May 31, 2022 City of Maplewood, Minnesota **General Fund**

	Fund balance - ending	Fund balance - beginning	Excess (deficit) of revenues over expenditures and other financing sources (uses)	Other financing sources (uses): TRANSFERS IN TRANSFERS OUT Total other financing sources (uses)	Excess (deficit) of revenues over expenditures	Revenues: TAXES LICENSES AND PERMITS FINES AND FORFEITS INTERGOVERNMENTAL CHARGES FOR SERVICES INVESTMENT EARNINGS MISCELLANEOUS FIRE MINISTRATION FIRE MISCELLANEOUS LEGISLATIVE PARKS POLICE PUBLIC WORKS Total expenditures		
	\$ 40,000	0	40,000	1,355,000 0 1,355,000	(1,315,000)	\$18,185,680 1,357,000 1,288,300 1,174,800 60,000 22,317,280 2,755,140 839,600 2,509,320 0 1,544,270 10,744,400 23,632,280	Amended Budget	
Nor	\$ 9,961,977	17,429,958	(7,467,981)	1,355,000 (1,500,000) (145,000)	(7,322,981)	\$ 38 683,738 24,355 179,066 560,945 38,431 36,362 1,522,935 594,512 978,213 330,113 978,213 978,198 978,198 0 559,806 4,033,228 1,284,878	YTD Actual	2022
Norm = 41.7 %	4,904.9 %	0.0 %	8,670.0%)	100.0 % 0.0 % (10.7%)	556.9 %	0.0 % 50.4 % 16.2 % 64.1 % 35.8 % 39.3 % 39.0 % 38.3 % 37.5 % 37.4 %	Percent Of Actual To Budget	
	\$ 100,000	0	100,000	1,290,000 0 1,290,000	(1,190,000)	\$17,324,330 1,316,000 1,243,100 1,337,500 50,000 21,443,100 1,436,150 2,422,850 1,458,000 10,413,750 3,374,190 22,673,770	Amended Budget	
	\$7,744,028	13,694,729	(5,950,701)	1,290,000 0 1,290,000	(7,240,701)	\$ 0 617,150 41,600 206,034 462,809 (130,164) 51,654 1,249,083 561,439 580,005 611,695 967,938 1,023 51,783 51,783 540,992 4,002,612 1,172,296 8,489,783	YTD Actual	2021
	7,744.0 %	0.0 %	(5,950,701) [5,950.7%)	100.0 % 0.0 % 100.0 %	608.5 %	0.0 % 46.9 % 26.0 % 34.6 % 34.6 % 97.8 % 31.1 % 42.6 % 40.0 % 33.4 % 33.4 % 34.7 %	Percent Of Actual To Budget	

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Revenue Status Report

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

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Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
000-3011 TAXES - CURRENT	18,185,680.00	0.00	0.00	18,185,680.00	0.00
000-3012 TAXES - DELINQUENT	0.00	38.38	38.38	-38.38	0.00
000-3014 TAXES-FORFTD TAX SALE APP	0.00	0.00	0.00	0.00	0.00
000-3016 TAXES-MOBILE HOMES	0.00	0.00	0.00	0.00	0.00
000-3017 TAXES-INTEREST	0.00	0.00	0.00	0.00	0.00
000-3018 TAXES - OTHER	0.00	0.00	0.00	0.00	0.00
00-3019 TAXES - EXCESS TIF	0.00	0.00	0.00	0.00	0.00
00-3031 CABLE TV FRANCHISE TAXES	0.00	0.00	0.00	0.00	0.00
00-3110 SPECIAL ASSESSMENTS CURRENT	0.00	0.00	0.00	0.00	0.00
00-3130 SPECIAL ASSESSMENTS DELINQUENT	0.00	0.00	0.00	0.00	0.00
00-3140 SPECIAL ASSESSMENTS DEFERRED	0.00	0.00	0.00	0.00	0.00
00-3160 SP. ASSESSPENALTIES/INTEREST	0.00	0.00	0.00	0.00	0.00
00-3170 SP/A FORFTD TAX SALE APRT	0.00	0.00	0.00	0.00	0.00
00-3190 SP/A DEFERRED - COUNTY	0.00	0.00	0.00	0.00	0.00
00-3201 LIQUOR	200,000.00	4,963.00	4,963.00	195,037.00	2.48
00-3203 CIGARETTE	12,000.00	10,155.00	10,155.00	1,845.00	84.63
00-3204 ENTERTAINMENT-AMUSEMENTS	0.00	0.00	0.00	0.00	0.00
00-3205 GENERAL BUSINESS	150,000.00	91,138.25	91,138.25	58,861.75	60.76
00-3207 CONTRACTOR	55,000.00	32,890.00	32,890.00	22,110.00	59.80
00-3208 GARBAGE & RUBBISH REMOVAL	4,000.00	500.00	500.00	3,500.00	12.50
00-3209 SERVICE & REPAIR STATIONS	14,000.00	324.00	324.00	13,676.00	2.31
00-3210 BUSINESS REGISTRATION FEE	4,000.00	80.00	80.00	3,920.00	2.00

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

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Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
000-3219 MISCELLANEOUS	23,000.00	4,751.00	4,751.00	18,249.00	20.66
000-3301 BUILDING	540,000.00	335,392.42	335,392.42	204,607.58	62.11
000-3302 ELECTRIC PERMIT FEES	55,000.00	31,070.30	31,070.30	23,929.70	56.49
000-3303 HEATING	205,000.00	67,914.97	67,914.97	137,085.03	33.13
000-3304 PLUMBING	70,000.00	35,063.50	35,063.50	34,936.50	50.09
000-3306 ANIMAL	0.00	990.00	990.00	-990.00	0.00
000-3319 MISCELLANEOUS	25,000.00	68,505.42	68,505.42	-43,505.42	274.02
000-3321 MISC LIC/PERMITS - TASTE OF MAPLEWOOD	0.00	0.00	0.00	0.00	0.00
000-3401 FINES	110,000.00	24,604.52	24,604.52	85,395.48	22.37
000-3402 PENALTIES	40,000.00	-250.00	-250.00	40,250.00	-0.63
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	23,025.76	23,025.76	116,974.24	16.45
000-3517 MISC FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
000-3520 STATE FIRE AID	210,000.00	0.00	0.00	210,000.00	0.00
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	470,000.00	0.00	0.00	470,000.00	0.00
000-3526 STATE ST. MTNCE. AID	275,000.00	137,500.00	137,500.00	137,500.00	50.00
000-3527 STATE POLICE GRANTS	100,000.00	0.00	0.00	100,000.00	0.00
000-3528 STATE FIRE/PARAMEDIC GRANTS	8,000.00	0.00	0.00	8,000.00	0.00
000-3530 MISC. STATE AID/GRANTS	5,000.00	0.00	0.00	5,000.00	0.00

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

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Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
000-3531 COUNTY ROAD BRIDGE AID	1,900.00	0.00	0.00	1,900.00	0.00
000-3532 STATE LOCAL PERFORMANCE AID	5,700.00	0.00	0.00	5,700.00	0.00
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	18,540.00	18,540.00	54,160.00	25.50
000-3542 OTHER GOVT JPA	0.00	0.00	0.00	0.00	0.00
000-3544 OTHER GOVT-MISC. GRANTS	0.00	0.00	0.00	0.00	0.00
000-3610 ELECTION SERVICES	0.00	45.00	45.00	-45.00	0.00
000-3611 GENERAL GOVTTAXABLE	200.00	41.76	41.76	158.24	20.88
000-3612 GENERAL GOVT. NON TAXABLE	100.00	607.78	607.78	-507.78	607.78
000-3613 GENERAL-MOTOR VEHICLE FEES	490,000.00	175,506.46	175,506.46	314,493.54	35.82
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	2,654.00	2,654.00	3,346.00	44.23
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	73,409.57	73,409.57	61,590.43	54.38
000-3618 INVESTMENT MGMT. FEES REVENUE	0.00	0.00	0.00	0.00	0.00
000-3619 GEN.GOVTADMIN CHRG-PIP FUNDS	0.00	0.00	0.00	0.00	0.00
000-3620 ADMINISTRATIVE CHARGES -T.I.F	0.00	0.00	0.00	0.00	0.00
000-3624 PUBLIC SAFETY MISCELLANEOUS	30,000.00	10,472.57	10,472.57	19,527.43	34.91
000-3625 D.A.R.E. PROGRAM	0.00	0.00	0.00	0.00	0.00
000-3626 PAWNBROKER TRANSACTION FEES	10,000.00	0.00	0.00	10,000.00	0.00
000-3627 TOW/IMPOUND FEES	0.00	0.00	0.00	0.00	0.00
000-3628 PUBLIC WORKS ABATEMENT PROPERTY CHARGE	2,000.00	0.00	0.00	2,000.00	0.00
000-3629 ADMIN. FEE ABATEMENT PROPERTIES	500.00	0.00	0.00	500.00	0.00

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

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Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
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	0.00	0.00	500.00	0.00
000-3641 RECREATION PROGRAM FEES	0.00	172.79	172.79	-172.79	0.00
000-3643 REC NATURE CTR. FEES	0.00	130.40	130.40	-130.40	0.00
000-3681 COMM DEV-PLAN CHECK FEES	250,000.00	212,074.43	212,074.43	37,925.57	84.83
000-3682 COMM DEV-MISCELLANEOUS	50,000.00	20,700.62	20,700.62	29,299.38	41.40
000-3683 COMM/DEV CNTY RECORD FEES	500.00	230.00	230.00	270.00	46.00
000-3685 COMM DEV-RENTAL LICENSING	200,000.00	64,850.00	64,850.00	135,150.00	32.43
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	0.00	50.00	50.00	-50.00	0.00
000-3694 EXTRICATION FEES	0.00	0.00	0.00	0.00	0.00
000-3801 INTEREST ON INVESTMENTS	60,000.00	38,431.21	38,431.21	21,568.79	64.05
000-3802 RENT	1,500.00	1,450.00	1,450.00	50.00	96.67
000-3803 DONATIONS & CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
000-3804 SALE OF PROPERTY	0.00	2,318.91	2,318.91	-2,318.91	0.00
000-3806 SURTAX RETAINER	500.00	0.00	0.00	500.00	0.00
000-3807 S.A.C. RETAINER	2,500.00	3,752.35	3,752.35	-1,252.35	150.09
000-3809 OTHER	45,000.00	14,454.08	14,454.08	30,545.92	32.12
000-3810 DRUG & ALCOHOL AWARENESS PROGRAMS	1,000.00	1.73	1.73	998.27	0.17
000-3811 ADVERTISING FEES	0.00	500.00	500.00	-500.00	0.00
000-3812 REVENUE BOND FEES	0.00	0.00	0.00	0.00	0.00

G2, Attachment 1

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 **GENERAL FUND**

	Adjusted	_	Year-to-date	_ /	Prct
ccount Number	Estimate	Revenues	Revenues	Balance	Rcvd
000-3814 ADVERTISING FEES - TASTE OF MAPLEWOOD	1,000.00	500.00	500.00	500.00	50.00
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	50,000.00	13,385.00	13,385.00	36,615.00	26.77
000-3873 RECREATION CONCESSIONS	0.00	0.00	0.00	0.00	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

G2, Attachment 1

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

.

000

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
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 '	22,317,280.00	1,522,935.18	1,522,935.18	20,794,344.82	6.82

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

999 TRANSFERS

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
000-3999 TRANSFERS IN	1,355,000.00	1,355,000.00	1,355,000.00	0.00	100.00
Total TRANSFERS	1,355,000.00	1,355,000.00	1,355,000.00	0.00	100.00
Total GENERAL FUND	23,672,280.00	2,877,935.18	2,877,935.18	20,794,344.82	12.16
Grand Total	23,672,280.00	2,877,935.18	2,877,935.18	20,794,344.82	12.16

Expenditure Status Report

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 **GENERAL FUND**

101 **CITY COUNCIL**

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Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
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	68,020.00	27,252.90	27,252.90	0.00	40,767.10	40.07
000-4040 RETIREMENT BENEFITS	8,600.00	3,585.00	3,585.00	0.00	5,015.00	41.69
000-4050 INSURANCE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
000-4090 WORKERS' COMPENSATION	110.00	45.85	45.85	0.00	64.15	41.68
000-4110 SUPPLIES - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4120 PROGRAM SUPPLIES	5,000.00	1,681.52	1,681.52	0.00	3,318.48	33.63
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
000-4220 SIGNS & SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	1,000.00	123.69	123.69	0.00	876.31	12.37
000-4330 POSTAGE	400.00	148.42	148.42	0.00	251.58	37.11
000-4360 PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	300.00	125.00	125.00	0.00	175.00	41.67
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	45,000.00	15,015.00	15,015.00	0.00	29,985.00	33.37
000-4390 TRAVEL & TRAINING	4,000.00	690.94	690.94	0.00	3,309.06	17.27
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	843.21	843.21	0.00	11,156.79	7.03
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
000-4580 INTERNAL I. T. CHARGES	15,500.00	6,458.35	6,458.35	0.00	9,041.65	41.67
Total CITY COUNCIL	160,130.00	55,969.88	55,969.88	0.00	104,160.12	34.95

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

102 ADMINISTRATION

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	319,490.00	119,636.49	119,636.49	0.00	199,853.51	37.45
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	4,790.00	1,995.00	1,995.00	0.00	2,795.00	41.65
000-4040 RETIREMENT BENEFITS	49,530.00	20,640.00	20,640.00	0.00	28,890.00	41.67
000-4050 INSURANCE BENEFITS	38,950.00	16,230.00	16,230.00	0.00	22,720.00	41.67
000-4090 WORKERS' COMPENSATION	3,720.00	1,550.00	1,550.00	0.00	2,170.00	41.67
000-4110 SUPPLIES - OFFICE	500.00	631.03	631.03	0.00	-131.03	126.21
000-4120 PROGRAM SUPPLIES	4,500.00	1,089.90	1,089.90	0.00	3,410.10	24.22
000-4160 SUPPLIES - EQUIPMENT	500.00	0.00	0.00	0.00	500.00	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
000-4310 TELEPHONE	2,000.00	792.95	792.95	0.00	1,207.05	39.65
000-4330 POSTAGE	300.00	126.97	126.97	0.00	173.03	42.32
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	4,000.00	4,482.74	4,482.74	0.00	-482.74	112.07
000-4390 TRAVEL & TRAINING	10,000.00	2,111.24	2,111.24	0.00	7,888.76	21.11
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	2,400.00	800.00	800.00	0.00	1,600.00	33.33
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	120.03	120.03	0.00	1,379.97	8.00
000-4490 FEES - CONSULTING	8,000.00	0.00	0.00	0.00	8,000.00	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	3,200.00	704.86	704.86	0.00	2,495.14	22.03
000-4580 INTERNAL I. T. CHARGES	21,300.00	8,875.00	8,875.00	0.00	12,425.00	41.67
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
Total ADMINISTRATION	475,180.00	179,786.21	179,786.21	0.00	295,393.79	37.84

101 GENERAL FUND

103 LEGAL SERVICES

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
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	0.00	0.00	0.00	500.00	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
000-4480 FEES FOR SERVICE	150,000.00	44,655.35	44,655.35	0.00	105,344.65	29.77
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	44,655.35	44,655.35	0.00	105,844.65	29.67

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

114 SAFETY

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
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	0.00	0.00	0.00	10,000.00	0.00
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	0.00	0.00	0.00	11,000.00	0.00

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

115 BUILDING OPERATIONS

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	179,600.00	67,867.55	67,867.55	0.00	111,732.45	37.79
000-4011 OVERTIME PAY	10,300.00	6,473.68	6,473.68	0.00	3,826.32	62.85
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	2,690.00	1,120.00	1,120.00	0.00	1,570.00	41.64
000-4040 RETIREMENT BENEFITS	33,900.00	14,125.00	14,125.00	0.00	19,775.00	41.67
000-4050 INSURANCE BENEFITS	35,570.00	14,820.00	14,820.00	0.00	20,750.00	41.66
000-4090 WORKERS' COMPENSATION	15,600.00	6,500.00	6,500.00	0.00	9,100.00	41.67
000-4110 SUPPLIES - OFFICE	400.00	0.00	0.00	0.00	400.00	0.00
000-4130 SUPPLIES - JANITORIAL	16,000.00	4,815.55	4,815.55	0.00	11,184.45	30.10
000-4160 SUPPLIES - EQUIPMENT	25,000.00	10,513.00	10,513.00	0.00	14,487.00	42.05
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	256.54	256.54	0.00	743.46	25.65
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	277.32	277.32	0.00	722.68	27.73
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	2,469.82	2,469.82	0.00	-1,469.82	246.98
000-4290 MISCELLANEOUS COMMODITIES	7,000.00	9,379.47	9,379.47	0.00	-2,379.47	133.99
000-4310 TELEPHONE	1,800.00	591.52	591.52	0.00	1,208.48	32.86
000-4320 UTILITIES	99,000.00	37,516.21	37,516.21	0.00	61,483.79	37.90
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	16,000.00	6,666.65	6,666.65	0.00	9,333.35	41.67
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	500.00	0.00	0.00	0.00	500.00	0.00
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	20,598.80	20,598.80	0.00	49,401.20	29.43
000-4430 REPAIRS & MTNCE / EQUIPMENT	27,000.00	727.31	727.31	0.00	26,272.69	2.69
000-4480 FEES FOR SERVICE	36,000.00	1,622.59	1,622.59	0.00	34,377.41	4.51

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

115 BUILDING OPERATIONS

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
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	365.53	365.53	0.00	-365.53	0.00
000-4540 INTERNAL RENTAL - VEHICLE	5,000.00	2,083.35	2,083.35	0.00	2,916.65	41.67
000-4590 MISC. CONTRACTUAL SERVICES	35,000.00	1,139.30	1,139.30	0.00	33,860.70	3.26
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	636,460.00	209,929.19	209,929.19	0.00	426,530.81	32.98

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

116 HUMAN RESOURCES ADMINISTRATION

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	263,870.00	98,243.09	98,243.09	0.00	165,626.91	37.23
000-4010 WAGES/FOLL-TIME EMPLOYEES	1,000.00	209.84	209.84	0.00	790.16	20.98
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	20.98
000-4020 WAGES/FART-TIME 000-4025 WAGES/TEMPORARY	10,000.00	0.00	0.00	0.00	10,000.00	0.00
000-4020 WAGES/TEMPORART	3,960.00	1,650.00	1,650.00	0.00	2,310.00	41.67
000-4030 LEAVE BENEFITS 000-4040 RETIREMENT BENEFITS	49,500.00	20,625.00	20,625.00	0.00	2,310.00	41.67
000-4040 RETREMENT BENEFITS	,	,	,		,	
	33,250.00	13,855.00	13,855.00	0.00	19,395.00	41.67
000-4090 WORKERS' COMPENSATION 000-4110 SUPPLIES - OFFICE	2,860.00	1,191.65	1,191.65	0.00	1,668.35	41.67
	1,500.00	328.88	328.88	0.00	1,171.12	21.93
000-4120 PROGRAM SUPPLIES 000-4160 SUPPLIES - EQUIPMENT	2,500.00	814.69	814.69	0.00	1,685.31	32.59
	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
000-4310 TELEPHONE	2,100.00	826.59	826.59	0.00	1,273.41	39.36
000-4330 POSTAGE	400.00	128.66	128.66	0.00	271.34	32.17
000-4360 PUBLISHING	14,000.00	31,801.00	31,801.00	0.00	-17,801.00	227.15
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	1,500.00	229.00	229.00	0.00	1,271.00	15.27
000-4390 TRAVEL & TRAINING	7,500.00	0.00	0.00	0.00	7,500.00	0.00
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	2,450.00	800.00	800.00	0.00	1,650.00	32.65
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	35,204.33	35,204.33	0.00	14,795.67	70.41
000-4490 FEES - CONSULTING	36,500.00	81.25	81.25	0.00	36,418.75	0.22
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	1,000.00	229.10	229.10	0.00	770.90	22.91
000-4580 INTERNAL I. T. CHARGES	54,700.00	22,791.65	22,791.65	0.00	31,908.35	41.67
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
Total HUMAN RESOURCES ADMINISTRATION	538,590.00	229,009.73	229,009.73	0.00	309,580.27	42.52

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

201 FINANCE

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
				·	·	
000-4010 WAGES/FULL-TIME EMPLOYEES	495,460.00	188,751.26	188,751.26	0.00	306,708.74	38.10
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	7,430.00	3,095.00	3,095.00	0.00	4,335.00	41.66
000-4040 RETIREMENT BENEFITS	88,190.00	36,745.00	36,745.00	0.00	51,445.00	41.67
000-4050 INSURANCE BENEFITS	73,570.00	30,655.00	30,655.00	0.00	42,915.00	41.67
000-4090 WORKERS' COMPENSATION	5,150.00	2,145.85	2,145.85	0.00	3,004.15	41.67
000-4110 SUPPLIES - OFFICE	2,500.00	747.95	747.95	0.00	1,752.05	29.92
000-4120 PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	200.00	0.00	0.00	0.00	200.00	0.00
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	2,500.00	970.80	970.80	0.00	1,529.20	38.83
000-4330 POSTAGE	2,200.00	652.08	652.08	0.00	1,547.92	29.64
000-4360 PUBLISHING	600.00	0.00	0.00	0.00	600.00	0.00
000-4370 INSURANCE	4,000.00	1,666.65	1,666.65	0.00	2,333.35	41.67
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	800.00	515.00	515.00	0.00	285.00	64.38
000-4390 TRAVEL & TRAINING	5,800.00	1,823.54	1,823.54	0.00	3,976.46	31.44
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	2,600.00	800.00	800.00	0.00	1,800.00	30.77
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	80,000.00	34,237.10	34,237.10	0.00	45,762.90	42.80
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	3,700.00	682.71	682.71	0.00	3,017.29	18.45
000-4580 INTERNAL I. T. CHARGES	63,900.00	26,625.00	26,625.00	0.00	37,275.00	41.67
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	0.00	0.00	0.00	0.00	0.00
Total FINANCE	839,600.00	330,112.94	330,112.94	0.00	509,487.06	39.32

101 GENERAL FUND

301 CITY CLERK

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	341,710.00	120,006.59	120,006.59	0.00	221,703.41	35.12
000-4011 OVERTIME PAY	0.00	0.00	0.00	0.00	0.00	0.00
000-4020 WAGES/PART-TIME	36,300.00	13,506.16	13,506.16	0.00	22,793.84	37.21
000-4025 WAGES/TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
000-4030 LEAVE BENEFITS	5,670.00	2,365.00	2,365.00	0.00	3,305.00	41.71
000-4040 RETIREMENT BENEFITS	69,710.00	29,045.00	29,045.00	0.00	40,665.00	41.67
000-4050 INSURANCE BENEFITS	62,470.00	26,030.00	26,030.00	0.00	36,440.00	41.67
000-4090 WORKERS' COMPENSATION	4,290.00	1,787.50	1,787.50	0.00	2,502.50	41.67
000-4110 SUPPLIES - OFFICE	4,000.00	1,645.75	1,645.75	0.00	2,354.25	41.14
000-4120 PROGRAM SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
000-4160 SUPPLIES - EQUIPMENT	7,000.00	1,259.08	1,259.08	0.00	5,740.92	17.99
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
000-4240 UNIFORMS & CLOTHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	3,800.00	644.00	644.00	0.00	3,156.00	16.95
000-4330 POSTAGE	8,800.00	2,356.77	2,356.77	0.00	6,443.23	26.78
000-4360 PUBLISHING	3,000.00	1,934.05	1,934.05	0.00	1,065.95	64.47
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	700.00	330.00	330.00	0.00	370.00	47.14
000-4390 TRAVEL & TRAINING	3,000.00	743.28	743.28	0.00	2,256.72	24.78
000-4400 VEHICLE ALLOWANCE	300.00	0.00	0.00	0.00	300.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	25,000.00	7,314.62	7,314.62	0.00	17,685.38	29.26
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	300.00	0.00	0.00	0.00	300.00	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	7,500.00	3,759.17	3,759.17	0.00	3,740.83	50.12
000-4580 INTERNAL I. T. CHARGES	39,900.00	16,625.00	16,625.00	0.00	23,275.00	41.67
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

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

301 CITY CLERK

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4940 CASH OVER & SHORT	0.00	-0.21	-0.21	0.00	0.21	0.00
000-4945 UNCOLLECTIBLE CHECKS	0.00	0.00	0.00	0.00	0.00	0.00
Total CITY CLERK	623,750.00	229,351.76	229,351.76	0.00	394,398.24	36.77

101 GENERAL FUND

303 DEPUTY REGISTRAR

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	386,900.00	112,401.90	112,401.90	0.00	274,498.10	29.05
000-4011 OVERTIME PAY	1,000.00	370.99	370.99	0.00	629.01	37.10
000-4020 WAGES/PART-TIME	177,980.00	67,719.77	67,719.77	0.00	110,260.23	38.05
000-4025 WAGES/TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
000-4030 LEAVE BENEFITS	8,360.00	3,485.00	3,485.00	0.00	4,875.00	41.69
000-4040 RETIREMENT BENEFITS	101,470.00	42,280.00	42,280.00	0.00	59,190.00	41.67
000-4050 INSURANCE BENEFITS	84,550.00	35,230.00	35,230.00	0.00	49,320.00	41.67
000-4090 WORKERS' COMPENSATION	4,290.00	1,787.50	1,787.50	0.00	2,502.50	41.67
000-4110 SUPPLIES - OFFICE	2,500.00	1,715.32	1,715.32	0.00	784.68	68.61
000-4160 SUPPLIES - EQUIPMENT	1,800.00	110.00	110.00	0.00	1,690.00	6.11
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	200.00	793.00	793.00	0.00	-593.00	396.50
000-4330 POSTAGE	5,500.00	853.69	853.69	0.00	4,646.31	15.52
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	1,000.00	550.00	550.00	0.00	450.00	55.00
000-4390 TRAVEL & TRAINING	200.00	274.50	274.50	0.00	-74.50	137.25
000-4400 VEHICLE ALLOWANCE	700.00	0.00	0.00	0.00	700.00	0.00
000-4480 FEES FOR SERVICE	600.00	4,959.86	4,959.86	0.00	-4,359.86	826.64
000-4550 DUPLICATING COSTS	6,500.00	1,930.07	1,930.07	0.00	4,569.93	29.69
000-4580 INTERNAL I. T. CHARGES	39,900.00	16,625.00	16,625.00	0.00	23,275.00	41.67
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	736.03	736.03	0.00	-736.03	0.00
Total DEPUTY REGISTRAR	823,450.00	291,822.63	291,822.63	0.00	531,627.37	35.44

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

304 ELECTIONS

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
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	88,000.00	0.00	0.00	0.00	88,000.00	0.00
000-4040 RETIREMENT BENEFITS	7,570.00	3,155.00	3,155.00	0.00	4,415.00	41.68
000-4110 SUPPLIES - OFFICE	1,500.00	68.60	68.60	0.00	1,431.40	4.57
000-4120 PROGRAM SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4160 SUPPLIES - EQUIPMENT	1,400.00	0.00	0.00	0.00	1,400.00	0.00
000-4310 TELEPHONE	1,200.00	0.00	0.00	0.00	1,200.00	0.00
000-4330 POSTAGE	1,200.00	125.88	125.88	0.00	1,074.12	10.49
000-4360 PUBLISHING	2,800.00	0.00	0.00	0.00	2,800.00	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	600.00	0.00	0.00	0.00	600.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	21,300.00	0.00	0.00	0.00	21,300.00	0.00
000-4480 FEES FOR SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	300.00	237.50	237.50	0.00	62.50	79.17
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	300.00	0.00	0.00	0.00	300.00	0.00
000-4640 EQUIPMENT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
Total ELECTIONS	132,670.00	3,586.98	3,586.98	0.00	129,083.02	2.70

101 GENERAL FUND

401 POLICE

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Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	5,745,500.00	1,950,000.99	1,950,000.99	0.00	3,795,499.01	33.94
000-4011 OVERTIME PAY	390,000.00	157,294.14	157,294.14	0.00	232,705.86	40.33
000-4020 WAGES/PART-TIME	65,240.00	0.00	0.00	0.00	65,240.00	0.00
000-4025 WAGES/TEMPORARY	12,000.00	11,218.75	11,218.75	0.00	781.25	93.49
000-4030 LEAVE BENEFITS	87,160.00	36,315.00	36,315.00	0.00	50,845.00	41.66
000-4040 RETIREMENT BENEFITS	1,264,380.00	526,825.00	526,825.00	0.00	737,555.00	41.67
000-4050 INSURANCE BENEFITS	846,850.00	352,855.00	352,855.00	0.00	493,995.00	41.67
000-4090 WORKERS' COMPENSATION	439,770.00	183,237.50	183,237.50	0.00	256,532.50	41.67
000-4110 SUPPLIES - OFFICE	13,600.00	1,888.92	1,888.92	0.00	11,711.08	13.89
000-4120 PROGRAM SUPPLIES	32,200.00	11,416.66	11,416.66	0.00	20,783.34	35.46
000-4140 SUPPLIES - VEHICLE	3,200.00	0.00	0.00	0.00	3,200.00	0.00
000-4160 SUPPLIES - EQUIPMENT	98,400.00	47,984.81	47,984.81	0.00	50,415.19	48.77
000-4165 SMALL EQUIPMENT	15,800.00	0.00	0.00	0.00	15,800.00	0.00
000-4210 FUEL & OIL	93,000.00	17,422.68	17,422.68	0.00	75,577.32	18.73
000-4240 UNIFORMS & CLOTHING	70,300.00	43,109.50	43,109.50	0.00	27,190.50	61.32
000-4290 MISCELLANEOUS COMMODITIES	15,000.00	1,471.33	1,471.33	0.00	13,528.67	9.81
000-4310 TELEPHONE	44,000.00	11,854.54	11,854.54	0.00	32,145.46	26.94
000-4330 POSTAGE	2,600.00	804.45	804.45	0.00	1,795.55	30.94
000-4370 INSURANCE	110,000.00	45,833.35	45,833.35	0.00	64,166.65	41.67
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	16,000.00	25,950.22	25,950.22	0.00	-9,950.22	162.19
000-4390 TRAVEL & TRAINING	62,000.00	52,887.12	52,887.12	0.00	9,112.88	85.30
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
000-4420 REPAIR & MAINT/VEHICLE	106,200.00	16,034.81	16,034.81	0.00	90,165.19	15.10
000-4430 REPAIRS & MTNCE./EQUIPMENT	15,000.00	2,038.00	2,038.00	0.00	12,962.00	13.59
000-4440 REPAIR & MAINT/RADIO	11,700.00	2,171.52	2,171.52	0.00	9,528.48	18.56
000-4475 FEES FOR DISPATCHING	353,600.00	117,859.92	117,859.92	0.00	235,740.08	33.33
000-4480 FEES FOR SERVICE	327,400.00	225,273.09	225,273.09	0.00	102,126.91	68.81
000-4482 PROSECUTION FEES	198,000.00	65,000.00	65,000.00	0.00	133,000.00	32.83
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	712.50	712.50	0.00	-712.50	0.00
000-4530 OUTSIDE RENTAL-PROPERTY/BLDGS	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

401 POLICE

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4540 INTERNAL RENTAL - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	11,000.00	3,067.01	3,067.01	0.00	7,932.99	27.88
000-4580 INTERNAL I. T. CHARGES	294,500.00	122,708.35	122,708.35	0.00	171,791.65	41.67
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	-7.62	-7.62	0.00	7.62	0.00
Total POLICE	10,744,400.00	4,033,227.54	4,033,227.54	0.00	6,711,172.46	37.54

101 GENERAL FUND

404 FIRE

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	1,096,220.00	428,899.32	428,899.32	0.00	667,320.68	39.13
000-4011 OVERTIME PAY	160,000.00	84,123.81	84,123.81	0.00	75,876.19	52.58
000-4020 WAGES/PART-TIME	74,000.00	15,051.42	15,051.42	0.00	58,948.58	20.34
000-4025 WAGES/TEMPORARY	5,000.00	4,881.05	4,881.05	0.00	118.95	97.62
000-4030 LEAVE BENEFITS	17,550.00	7,315.00	7,315.00	0.00	10,235.00	41.68
000-4040 RETIREMENT BENEFITS	280,190.00	116,745.00	116,745.00	0.00	163,445.00	41.67
000-4050 INSURANCE BENEFITS	176,260.00	73,440.00	73,440.00	0.00	102,820.00	41.67
000-4060 FIREFIGHTERS PENSION BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
000-4090 WORKERS' COMPENSATION	103,700.00	43,208.35	43,208.35	0.00	60,491.65	41.67
000-4110 SUPPLIES - OFFICE	1,000.00	624.03	624.03	0.00	375.97	62.40
000-4120 PROGRAM SUPPLIES	7,500.00	1,104.54	1,104.54	0.00	6,395.46	14.73
000-4130 SUPPLIES - JANITORIAL	2,400.00	916.77	916.77	0.00	1,483.23	38.20
000-4140 SUPPLIES - VEHICLE	250.00	164.39	164.39	0.00	85.61	65.76
000-4160 SUPPLIES - EQUIPMENT	58,000.00	16,964.23	16,964.23	1,541.57	39,494.20	31.91
000-4165 SMALL EQUIPMENT	35,000.00	0.00	0.00	0.00	35,000.00	0.00
000-4170 BOOKS	1,250.00	625.52	625.52	0.00	624.48	50.04
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	20,000.00	4,429.61	4,429.61	0.00	15,570.39	22.15
000-4220 SIGNS & SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4230 SMALL TOOLS	0.00	147.76	147.76	0.00	-147.76	0.00
000-4240 UNIFORMS & CLOTHING	24,000.00	7,834.19	7,834.19	0.00	16,165.81	32.64
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	11,000.00	4,073.31	4,073.31	0.00	6,926.69	37.03
000-4320 UTILITIES	32,000.00	14,603.53	14,603.53	0.00	17,396.47	45.64
000-4330 POSTAGE	250.00	125.86	125.86	0.00	124.14	50.34
000-4360 PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	13,000.00	5,416.65	5,416.65	0.00	7,583.35	41.67
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	3,750.00	3,667.59	3,667.59	0.00	82.41	97.80
000-4390 TRAVEL & TRAINING	47,500.00	23,004.88	23,004.88	0.00	24,495.12	48.43
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

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

404 FIRE

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4410 REPAIR & MAINT/BUILDINGS	10,000.00	10,229.27	10,229.27	0.00	-229.27	102.29
000-4420 REPAIR & MAINT/VEHICLE	60,000.00	15,316.59	15,316.59	0.00	44,683.41	25.53
000-4430 REPAIRS & MTNCE./EQUIPMENT	5,000.00	1,802.57	1,802.57	0.00	3,197.43	36.05
000-4440 REPAIR & MAINT/RADIO	2,000.00	83.62	83.62	0.00	1,916.38	4.18
000-4475 FEES FOR DISPATCHING	70,000.00	22,868.36	22,868.36	0.00	47,131.64	32.67
000-4480 FEES FOR SERVICE	100,000.00	26,630.49	26,630.49	0.00	73,369.51	26.63
000-4520 OUTSIDE RENTAL - EQUIPMENT	3,000.00	1,104.65	1,104.65	0.00	1,895.35	36.82
000-4540 INTERNAL RENTAL - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4550 DUPLICATING COSTS	3,500.00	599.54	599.54	0.00	2,900.46	17.13
000-4580 INTERNAL I. T. CHARGES	76,200.00	31,750.00	31,750.00	0.00	44,450.00	41.67
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	2,499,520.00	967,751.90	967,751.90	1,541.57	1,530,226.53	38.78

101 GENERAL FUND

413 EMERGENCY MANAGEMENT

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
Account Number	Appropriation	Lxpenultures	Lxpenditures	Lincumbrances	Dalaiice	USEU
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	250.00	0.00	0.00	0.00	250.00	0.00
000-4120 PROGRAM SUPPLIES	250.00	0.00	0.00	0.00	250.00	0.00
000-4160 SUPPLIES - EQUIPMENT	0.00	5,830.00	5,830.00	0.00	-5,830.00	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	247.50	247.50	0.00	352.50	41.25
000-4330 POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	500.00	208.35	208.35	0.00	291.65	41.67
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	300.00	180.00	180.00	0.00	120.00	60.00
000-4390 TRAVEL & TRAINING	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
000-4420 REPAIR & MAINT/VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	7,500.00	0.00	0.00	0.00	7,500.00	0.00
000-4480 FEES FOR SERVICE	0.00	3,979.82	3,979.82	0.00	-3,979.82	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	10,445.67	10,445.67	0.00	-645.67	106.59

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

501 PUBLIC WORKS ADMINISTRATION

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	123,010.00	46,678.31	46,678.31	0.00	76,331.69	37.95
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	1,850.00	770.00	770.00	0.00	1,080.00	41.62
000-4040 RETIREMENT BENEFITS	22,190.00	9,245.00	9,245.00	0.00	12,945.00	41.66
000-4050 INSURANCE BENEFITS	21,650.00	9,020.00	9,020.00	0.00	12,630.00	41.66
000-4110 SUPPLIES - OFFICE	3,000.00	1,653.62	1,653.62	0.00	1,346.38	55.12
000-4120 PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	3,000.00	1,158.00	1,158.00	0.00	1,842.00	38.60
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	0.00	0.00	0.00	200.00	0.00
000-4330 POSTAGE	5,000.00	595.21	595.21	0.00	4,404.79	11.90
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	3,200.00	2,118.50	2,118.50	0.00	1,081.50	66.20
000-4390 TRAVEL & TRAINING	4,000.00	200.00	200.00	0.00	3,800.00	5.00
000-4400 VEHICLE ALLOWANCE	500.00	160.00	160.00	0.00	340.00	32.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4480 FEES FOR SERVICE	12,000.00	17,598.59	17,598.59	0.00	-5,598.59	146.65
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	6,500.00	2,512.69	2,512.69	0.00	3,987.31	38.66
000-4580 INTERNAL I. T. CHARGES	128,400.00	53,500.00	53,500.00	0.00	74,900.00	41.67
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

101 GENERAL FUND

501 PUBLIC WORKS ADMINISTRATION

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4945 UNCOLLECTIBLE CHECKS	0.00	0.00	0.00	0.00	0.00	0.00
Total PUBLIC WORKS ADMINISTRATION	341,500.00	145,209.92	145,209.92	0.00	196,290.08	42.52

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

502 STREET MAINTAINANCE

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	329,680.00	63,573.03	63,573.03	0.00	266,106.97	19.28
000-4011 OVERTIME PAY	7,000.00	1,253.24	1,253.24	0.00	5,746.76	17.90
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	4,950.00	2,065.00	2,065.00	0.00	2,885.00	41.72
000-4040 RETIREMENT BENEFITS	59,760.00	24,900.00	24,900.00	0.00	34,860.00	41.67
000-4050 INSURANCE BENEFITS	67,590.00	28,165.00	28,165.00	0.00	39,425.00	41.67
000-4090 WORKERS' COMPENSATION	108,610.00	45,254.15	45,254.15	0.00	63,355.85	41.67
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	2,066.92	2,066.92	0.00	1,933.08	51.67
000-4165 SMALL EQUIPMENT	6,000.00	0.00	0.00	0.00	6,000.00	0.00
000-4180 MAINTENANCE MATERIALS	100,000.00	2,529.95	2,529.95	80,000.00	17,470.05	82.53
000-4190 CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4210 FUEL & OIL	28,000.00	7,477.45	7,477.45	0.00	20,522.55	26.71
000-4220 SIGNS & SIGNALS	14,000.00	8,422.96	8,422.96	0.00	5,577.04	60.16
000-4230 SMALL TOOLS	500.00	0.00	0.00	0.00	500.00	0.00
000-4240 UNIFORMS & CLOTHING	10,000.00	3,307.39	3,307.39	0.00	6,692.61	33.07
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	10,000.00	3,161.45	3,161.45	0.00	6,838.55	31.61
000-4320 UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4370 INSURANCE	20,000.00	8,333.35	8,333.35	0.00	11,666.65	41.67
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	100.00	0.00	0.00	0.00	100.00	0.00
000-4390 TRAVEL & TRAINING	3,000.00	170.00	170.00	0.00	2,830.00	5.67
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	1,426.12	1,426.12	0.00	33,573.88	4.07
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	187,000.00	77,916.65	77,916.65	0.00	109,083.35	41.67
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00

101 GENERAL FUND

502 STREET MAINTAINANCE

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
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	1,007,390.00	280,022.66	280,022.66	80,000.00	647,367.34	35.74

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

503 ENGINEERING

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	410,580.00	153,847.78	153,847.78	0.00	256,732.22	37.47
000-4011 OVERTIME PAY	25,000.00	1,100.36	1,100.36	0.00	23,899.64	4.40
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4025 WAGES/TEMPORARY	20,000.00	828.00	828.00	0.00	19,172.00	4.14
000-4030 LEAVE BENEFITS	6,160.00	2,565.00	2,565.00	0.00	3,595.00	41.64
000-4040 RETIREMENT BENEFITS	75,830.00	31,595.00	31,595.00	0.00	44,235.00	41.67
000-4050 INSURANCE BENEFITS	70,320.00	29,300.00	29,300.00	0.00	41,020.00	41.67
000-4160 SUPPLIES - EQUIPMENT	1,500.00	622.41	622.41	0.00	877.59	41.49
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	1,093.37	1,093.37	0.00	-93.37	109.34
000-4240 UNIFORMS & CLOTHING	1,000.00	24.99	24.99	0.00	975.01	2.50
000-4290 MISCELLANEOUS COMMODITIES	2,000.00	0.00	0.00	0.00	2,000.00	0.00
000-4310 TELEPHONE	4,600.00	811.50	811.50	0.00	3,788.50	17.64
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	849.50	849.50	0.00	-349.50	169.90
000-4390 TRAVEL & TRAINING	4,000.00	1,601.93	1,601.93	0.00	2,398.07	40.05
000-4391 EDUCATION REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
000-4400 VEHICLE ALLOWANCE	200.00	160.00	160.00	0.00	40.00	80.00
000-4430 REPAIRS & MTNCE./EQUIPMENT	8,000.00	0.00	0.00	0.00	8,000.00	0.00
000-4480 FEES FOR SERVICE	12,000.00	224.00	224.00	0.00	11,776.00	1.87
000-4490 FEES - CONSULTING	12,000.00	495.00	495.00	0.00	11,505.00	4.13
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4540 INTERNAL RENTAL - VEHICLE	33,000.00	13,750.00	13,750.00	0.00	19,250.00	41.67
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	687,690.00	238,868.84	238,868.84	0.00	448,821.16	34.73

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

514 SNOW AND ICE CONTROL

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	148,620.00	93,619.46	93,619.46	0.00	55,000.54	62.99
000-4011 OVERTIME PAY	30,000.00	17,263.01	17,263.01	0.00	12,736.99	57.54
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	2,230.00	930.00	930.00	0.00	1,300.00	41.70
000-4040 RETIREMENT BENEFITS	30,660.00	12,775.00	12,775.00	0.00	17,885.00	41.67
000-4050 INSURANCE BENEFITS	32,070.00	13,365.00	13,365.00	0.00	18,705.00	41.67
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	1,041.91	1,041.91	0.00	3,958.09	20.84
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4180 MAINTENANCE MATERIALS	90,000.00	69,054.79	69,054.79	0.00	20,945.21	76.73
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	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	1,000.00	345.98	345.98	0.00	654.02	34.60
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	0.00	0.00	0.00	2,500.00	0.00
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	138.51	138.51	0.00	2,861.49	4.62
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	220,000.00	91,666.65	91,666.65	0.00	128,333.35	41.67
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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Periods: 0 through 5

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

514 SNOW AND ICE CONTROL

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
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	565,480.00	300,200.31	300,200.31	0.00	265,279.69	53.09

101 GENERAL FUND

516 FORESTRY

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	105,850.00	69,000.45	69,000.45	0.00	36,849.55	65.19
000-4011 OVERTIME PAY	0.00	991.43	991.43	0.00	-991.43	0.00
000-4020 WAGES/PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00
000-4030 LEAVE BENEFITS	1,590.00	665.00	665.00	0.00	925.00	41.82
000-4040 RETIREMENT BENEFITS	18,610.00	7,755.00	7,755.00	0.00	10,855.00	41.67
000-4050 INSURANCE BENEFITS	22,000.00	9,165.00	9,165.00	0.00	12,835.00	41.66
000-4140 SUPPLIES - VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	2,000.00	2,008.79	2,008.79	0.00	-8.79	100.44
000-4165 SMALL EQUIPMENT	2,000.00	0.00	0.00	0.00	2,000.00	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	300.00	198.09	198.09	0.00	101.91	66.03
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	108,000.00	20,862.96	20,862.96	0.00	87,137.04	19.32
000-4520 OUTSIDE RENTAL - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
Total FORESTRY	261,650.00	110,646.72	110,646.72	0.00	151,003.28	42.29

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Periods: 0 through 5

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

601 PARKS & REC. ADMINISTRATION

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	224,740.00	84,652.93	84,652.93	0.00	140,087.07	37.67
000-4011 OVERTIME PAY	5,000.00	131.10	131.10	0.00	4,868.90	2.62
000-4025 WAGES/TEMPORARY	30,000.00	16,354.00	16,354.00	0.00	13,646.00	54.51
000-4030 LEAVE BENEFITS	3,370.00	1,405.00	1,405.00	0.00	1,965.00	41.69
000-4040 RETIREMENT BENEFITS	46,290.00	19,290.00	19,290.00	0.00	27,000.00	41.67
000-4050 INSURANCE BENEFITS	27,800.00	11,585.00	11,585.00	0.00	16,215.00	41.67
000-4090 WORKERS' COMPENSATION	9,350.00	3,895.85	3,895.85	0.00	5,454.15	41.67
000-4110 SUPPLIES - OFFICE	2,500.00	1,355.77	1,355.77	0.00	1,144.23	54.23
000-4120 PROGRAM SUPPLIES	7,500.00	1,131.46	1,131.46	0.00	6,368.54	15.09
000-4160 SUPPLIES - EQUIPMENT	500.00	0.00	0.00	0.00	500.00	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
000-4310 TELEPHONE	4,800.00	1,844.47	1,844.47	0.00	2,955.53	38.43
000-4330 POSTAGE	2,500.00	188.96	188.96	0.00	2,311.04	7.56
000-4360 PUBLISHING	300.00	0.00	0.00	0.00	300.00	0.00
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	1,100.00	945.00	945.00	0.00	155.00	85.91
000-4390 TRAVEL & TRAINING	1,500.00	0.00	0.00	0.00	1,500.00	0.00
000-4400 VEHICLE ALLOWANCE	900.00	800.00	800.00	0.00	100.00	88.89
000-4430 REPAIRS & MTNCE./EQUIPMENT	2,800.00	414.00	414.00	0.00	2,386.00	14.79
000-4480 FEES FOR SERVICE	17,000.00	578.03	578.03	0.00	16,421.97	3.40
000-4490 FEES - CONSULTING	1,500.00	0.00	0.00	0.00	1,500.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	500.00	0.00	0.00	0.00	500.00	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	663.75	663.75	0.00	2,036.25	24.58
000-4580 INTERNAL I. T. CHARGES	21,300.00	8,875.00	8,875.00	0.00	12,425.00	41.67
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
Total PARKS & REC. ADMINISTRATION	413,950.00	154,110.32	154,110.32	0.00	259,839.68	37.23

101 GENERAL FUND

602 PARK MAINTENANCE

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	373,310.00	135,339.16	135,339.16	0.00	237,970.84	36.25
000-4011 OVERTIME PAY	8,000.00	6,127.31	6,127.31	0.00	1,872.69	76.59
000-4025 WAGES/TEMPORARY	20,000.00	0.00	0.00	0.00	20,000.00	0.00
000-4030 LEAVE BENEFITS	5,600.00	2,335.00	2,335.00	0.00	3,265.00	41.70
000-4040 RETIREMENT BENEFITS	67,880.00	28,285.00	28,285.00	0.00	39,595.00	41.67
000-4050 INSURANCE BENEFITS	77,680.00	32,365.00	32,365.00	0.00	45,315.00	41.66
000-4090 WORKERS' COMPENSATION	14,020.00	5,841.65	5,841.65	0.00	8,178.35	41.67
000-4120 PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4130 SUPPLIES - JANITORIAL	0.00	182.11	182.11	0.00	-182.11	0.00
000-4160 SUPPLIES - EQUIPMENT	18,000.00	8,056.69	8,056.69	0.00	9,943.31	44.76
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	37,000.00	21,413.23	21,413.23	0.00	15,586.77	57.87
000-4210 FUEL & OIL	20,000.00	4,205.22	4,205.22	0.00	15,794.78	21.03
000-4220 SIGNS & SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00
000-4230 SMALL TOOLS	500.00	798.00	798.00	0.00	-298.00	159.60
000-4240 UNIFORMS & CLOTHING	5,500.00	1,231.48	1,231.48	0.00	4,268.52	22.39
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	3,000.00	1,278.35	1,278.35	0.00	1,721.65	42.61
000-4320 UTILITIES	59,700.00	22,347.19	22,347.19	0.00	37,352.81	37.43
000-4370 INSURANCE	47,000.00	19,583.35	19,583.35	0.00	27,416.65	41.67
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	0.00	76.68	76.68	0.00	-76.68	0.00
000-4390 TRAVEL & TRAINING	4,000.00	145.00	145.00	0.00	3,855.00	3.63
000-4400 VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4410 REPAIR & MAINT/BUILDINGS	1,000.00	635.00	635.00	0.00	365.00	63.50
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	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	49,000.00	14,766.97	14,766.97	0.00	34,233.03	30.14
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	3,500.00	0.00	0.00	0.00	3,500.00	0.00
000-4540 INTERNAL RENTAL - VEHICLE	218,000.00	90,833.35	90,833.35	0.00	127,166.65	41.67
000-4610 VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

602 PARK MAINTENANCE

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
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	1,037,690.00	395,845.74	395,845.74	0.00	641,844.26	38.15

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

605 OPEN SPACE MANAGEMENT

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	21,920.00	8,097.40	8,097.40	0.00	13,822.60	36.94
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	330.00	140.00	140.00	0.00	190.00	42.42
000-4040 RETIREMENT BENEFITS	4,320.00	1,800.00	1,800.00	0.00	2,520.00	41.67
000-4050 INSURANCE BENEFITS	3,360.00	1,400.00	1,400.00	0.00	1,960.00	41.67
000-4110 SUPPLIES - OFFICE	300.00	36.59	36.59	0.00	263.41	12.20
000-4120 PROGRAM SUPPLIES	700.00	38.85	38.85	0.00	661.15	5.55
000-4160 SUPPLIES - EQUIPMENT	800.00	0.00	0.00	0.00	800.00	0.00
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	0.00	72.00	72.00	0.00	-72.00	0.00
000-4180 MAINTENANCE MATERIALS	2,000.00	0.00	0.00	0.00	2,000.00	0.00
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	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	0.00	0.00	0.00	0.00	0.00	0.00
000-4390 TRAVEL & TRAINING	500.00	250.22	250.22	0.00	249.78	50.04
000-4400 VEHICLE ALLOWANCE	500.00	0.00	0.00	0.00	500.00	0.00
000-4480 FEES FOR SERVICE	15,000.00	5,919.47	5,919.47	0.00	9,080.53	39.46
000-4490 FEES - CONSULTING	0.00	0.00	0.00	0.00	0.00	0.00
000-4520 OUTSIDE RENTAL - EQUIPMENT	300.00	973.50	973.50	0.00	-673.50	324.50
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	57,330.00	18,728.03	18,728.03	0.00	38,601.97	32.67

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

622 LIGHT IT UP MAPLEWOOD

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4025 WAGES/TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
000-4120 PROGRAM SUPPLIES	2,300.00	185.44	185.44	0.00	2,114.56	8.06
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
000-4480 FEES FOR SERVICE	24,000.00	20,936.07	20,936.07	0.00	3,063.93	87.23
000-4520 OUTSIDE RENTAL - EQUIPMENT	9,000.00	1,000.00	1,000.00	0.00	8,000.00	11.11
Total LIGHT IT UP MAPLEWOOD	35,300.00	22,121.51	22,121.51	0.00	13,178.49	62.67

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CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

701 COMMUNITY DEVELOPMENT ADMIN.

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	415,350.00	135,343.44	135,343.44	0.00	280,006.56	32.59
000-4011 OVERTIME PAY	0.00	0.00	0.00	0.00	0.00	0.00
000-4020 WAGES/PART-TIME	129,580.00	43,266.46	43,266.46	0.00	86,313.54	33.39
000-4025 WAGES/TEMPORARY	2,000.00	0.00	0.00	0.00	2,000.00	0.00
000-4030 LEAVE BENEFITS	8,170.00	3,405.00	3,405.00	0.00	4,765.00	41.68
000-4040 RETIREMENT BENEFITS	96,720.00	40,300.00	40,300.00	0.00	56,420.00	41.67
000-4050 INSURANCE BENEFITS	63,870.00	26,615.00	26,615.00	0.00	37,255.00	41.67
000-4090 WORKERS' COMPENSATION	4,860.00	2,025.00	2,025.00	0.00	2,835.00	41.67
000-4110 SUPPLIES - OFFICE	3,000.00	1,298.47	1,298.47	0.00	1,701.53	43.28
000-4120 PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	2,000.00	0.00	0.00	0.00	2,000.00	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
000-4290 MISCELLANEOUS COMMODITIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4310 TELEPHONE	4,300.00	1,808.65	1,808.65	0.00	2,491.35	42.06
000-4330 POSTAGE	5,000.00	1,448.60	1,448.60	0.00	3,551.40	28.97
000-4360 PUBLISHING	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4370 INSURANCE	27,200.00	11,333.35	11,333.35	0.00	15,866.65	41.67
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	3,500.00	587.57	587.57	0.00	2,912.43	16.79
000-4390 TRAVEL & TRAINING	6,000.00	849.09	849.09	0.00	5,150.91	14.15
000-4400 VEHICLE ALLOWANCE	2,400.00	800.00	800.00	0.00	1,600.00	33.33
000-4430 REPAIRS & MTNCE./EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4480 FEES FOR SERVICE	30,000.00	7,432.47	7,432.47	0.00	22,567.53	24.77
000-4490 FEES - CONSULTING	25,000.00	7,310.00	7,310.00	0.00	17,690.00	29.24
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	2,626.39	2,626.39	0.00	3,773.61	41.04
000-4580 INTERNAL I. T. CHARGES	62,600.00	26,083.35	26,083.35	0.00	36,516.65	41.67
000-4630 EQUIPMENT - OFFICE	0.00	0.00	0.00	0.00	0.00	0.00
000-4940 CASH OVER & SHORT	0.00	53.65	53.65	0.00	-53.65	0.00
000-4945 UNCOLLECTIBLE CHECKS	0.00	0.00	0.00	0.00	0.00	0.00
Total COMMUNITY DEVELOPMENT ADMIN.	898,950.00	312,586.49	312,586.49	0.00	586,363.51	34.77

CITY OF MAPLEWOOD 1/1/2022 through 5/31/2022

101 GENERAL FUND

703 BUILDING INSPECTIONS

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4010 WAGES/FULL-TIME EMPLOYEES	404,110.00	177,209.10	177,209.10	0.00	226,900.90	43.85
000-4011 OVERTIME PAY	0.00	289.95	289.95	0.00	-289.95	0.00
000-4020 WAGES/PART-TIME	0.00	3,094.68	3,094.68	0.00	-3,094.68	0.00
000-4025 WAGES/TEMPORARY	21,000.00	0.00	0.00	0.00	21,000.00	0.00
000-4030 LEAVE BENEFITS	6,060.00	2,525.00	2,525.00	0.00	3,535.00	41.67
000-4040 RETIREMENT BENEFITS	73,060.00	30,440.00	30,440.00	0.00	42,620.00	41.66
000-4050 INSURANCE BENEFITS	70,080.00	29,200.00	29,200.00	0.00	40,880.00	41.67
000-4090 WORKERS' COMPENSATION	5,990.00	2,495.85	2,495.85	0.00	3,494.15	41.67
000-4120 PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
000-4160 SUPPLIES - EQUIPMENT	2,000.00	0.00	0.00	0.00	2,000.00	0.00
000-4165 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
000-4170 BOOKS	500.00	0.00	0.00	0.00	500.00	0.00
000-4240 UNIFORMS & CLOTHING	1,500.00	25.98	25.98	0.00	1,474.02	1.73
000-4310 TELEPHONE	4,000.00	654.34	654.34	0.00	3,345.66	16.36
000-4370 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
000-4380 SUBSCRIPTIONS & MEMBERSHIPS	1,000.00	0.00	0.00	0.00	1,000.00	0.00
000-4390 TRAVEL & TRAINING	5,000.00	1,934.34	1,934.34	0.00	3,065.66	38.69
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
000-4420 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	65,000.00	25,306.36	25,306.36	0.00	39,693.64	38.93
000-4540 INTERNAL RENTAL - VEHICLE	21,000.00	8,750.00	8,750.00	0.00	12,250.00	41.67
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	680,300.00	281,925.60	281,925.60	0.00	398,374.40	41.44

101 GENERAL FUND

999 TRANSFERS

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000-4999 TRANSFERS OUT	0.00	1,500,000.00	1,500,000.00	0.00	-1,500,000.00	0.00
Total TRANSFERS	0.00	1,500,000.00	1,500,000.00	0.00	-1,500,000.00	0.00
Total GENERAL FUND	23,632,280.00	10,345,915.92	10,345,915.92	81,541.57	13,204,822.51	44.12
Grand Total	23,632,280.00	10,345,915.92	10,345,915.92	81,541.57	13,204,822.51	44.12

CITY COUNCIL STAFF REPORT

Meeting Date June 27, 2022

REPORT TO:	Melinda Coler	Melinda Coleman, City Manager					
REPORT FROM:	Jon Jarosch,	Steven Love, Director of Public Works/City Engineer Jon Jarosch, Assistant City Engineer Tyler Strong, Civil Engineer I					
PRESENTER:	Steven Love	Steven Love					
AGENDA ITEM:	•	Resolution Approving Grant Agreement with the Metropolitan Council for Inflow and Infiltration (I&I) Improvements					
Action Requested:	✓ Motion	Discussion	□ Public Hearing				
Form of Action:	✓ Resolution	□ Ordinance	Contract/Agreement	□ Proclamation			

Policy Issue:

An application for the Metropolitan Council's 2020 Inflow and Infiltration (I&I) Grant was submitted by staff on March 30, 2021 for the Southcrest-Ferndale Area Pavement Rehabilitation (City Project 20-09) and Montana-Nebraska Area Pavement Rehabilitation (City Project 20-08). The application was approved by the Metropolitan Council on April 29, 2021. After appropriate documentation is submitted by staff to the Metropolitan Council, including entering into a grant agreement, funds will be disbursed to the City in May of 2023.

City Council will consider approving a resolution for a grant agreement with the Metropolitan Council for I&I improvements.

Recommended Action:

Motion to approve a resolution regarding a grant agreement with the Metropolitan Council for I&I improvements and authorize the Mayor and City Manager to sign the final grant agreement. Minor revisions as approved by the City Attorney are authorized as needed.

Fiscal Impact:

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

Financing source(s): ✓ Adopted Budget □ Budget Modification □ New Revenue Source

□ Use of Reserves ✓ Other: This agreement will result in an estimated \$50,000 grant reimbursement from the Metropolitan Council to the City of Maplewood for I&I improvements.

Strategic Plan Relevance:

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

Sanitary sewer lining and casting upgrades not only provide a sound sanitary sewer infrastructure, they also reduce the unneeded costs associated with treating groundwater at the wastewater treatment facility. Reducing I&I into the sanitary sewer system also increases groundwater recharge and provides for additional growth capacity in the sanitary sewer network.

Background:

The 2020 Minnesota Legislature appropriated \$5 million in state bond funds for the I&I grant program for metropolitan cities. The grant program is targeted to help communities reduce I&I into the sanitary sewer collection system. Over the past several years the City of Maplewood has incorporated sanitary sewer lining and replacement of non-compliant I&I sanitary sewer manhole casting assembles into neighborhood capital improvement projects.

Eligible construction costs for lining work and new I&I approved casting assembles completed in 2021 under the Southcrest-Ferndale and Montana-Nebraska projects were \$194,319.00. Per the Metropolitan Council's agreement, 25% of the construction costs for sanitary sewer lining improvements and 50% for manhole sealing and new castings assemblies will be reimbursed up to a combined maximum total of \$50,000. The City of Maplewood's estimated eligible grant funding amount is \$50,000.

As part of the City's submittal, a resolution by the City Council approving the cost share agreement is required. A draft copy of the agreement is attached to this report. The Metropolitan Council will utilize the City's submittal information to fill out the final grant agreement and send the City a copy for signatures.

Attachments:

- 1. Resolution Grant Agreement with Metropolitan Council
- 2. Metropolitan Council 2020 Inflow and Infiltration Grant Program Letter of Intent
- 3. Metropolitan Council Draft Grant Agreement

RESOLUTION APPROVAL OF GRANT AGREEMENT WITH THE METROPOLITAN COUNCIL FOR INFLOW AND INFILTRATION IMPROVEMENTS

WHEREAS, the City Council of Maplewood, Minnesota has heretofore approved the grant agreement between the City of Maplewood and the Metropolitan Council for inflow and infiltration improvements.

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

1. The Mayor and City Manager are hereby authorized to enter into the grant agreement.

Adopted by the Maplewood City Council on this 27th day of June 2022.

DATE: April 29, 2021

 TO: Steven Love, Public Works Director Maplewood 1902 County Road B East Maplewood, MN 55109
 FROM: Matt Gsellmeier, MCES I/I Grant Administrator

SUBJECT: 2020 I/I Grant Program Letter of Intent

Thank you for applying to the 2020 State Bond Funded Municipal Inflow and Infiltration (I/I) Grant Program. This non-binding letter of intent confirms receipt of your city's application and approval to participate per the Metropolitan Council's approved program design and guidelines.

The program design and guideline details, along with the draft agreement that must be entered with the Metropolitan Council, can be found at the following link under Inflow/Infiltration Grant Programs:

https://metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx

Preliminary Non-binding Grant Estimates

Estimated Grant Amount	Based on
Preliminary Minimum Allocation (PMA)	Preliminary project description and projected cost estimates in city's
\$50,000	application
Final Reimbursement Amount (FRA)	City's application, the amount available for funding, and prior year's reimbursement percentages
\$52,820	

Please be advised that these are preliminary non-binding estimates and that each participant's final FRA depends upon the actual and eligible project work submitted per approved guidelines. PMA and FRA will be calculated simultaneously for all participants upon receipt of documentation verifying a project costs. Should a city not complete a project with I/I eligible work, or complete with insufficient eligible work, PMA and FRA will be adjusted accordingly. Contingent upon availability of funding, cities may be eligible for additional funding should they complete a project(s) with more I/I eligible work than described in their application.

Important Dates

April 30, 2021	MCES sends Letter of Intent to program participants
March 31, 2023	Cities provide descriptions and pay claims for completed projects
May 1, 2023	MCES makes FRA determination, distributes grant agreements

MCES will process reimbursement upon receipt of signed agreement and commits to sending semi-annual grant notices to all participants throughout the program. These notices will serve as both reminders of participation and solicitations for changes in participant contact, projects, or other relevant information.

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Documentation submitted to MCES at project completion to verify eligibility and calculate both PMA and FRA must include the following:

- · Completion and submission of MCES provided cost verification form
- A city resolution authorizing participation in the grant program
- · Certification (notarized) confirming ownership or easements for locations where work was completed
- · Description of work, along with description or map of locations
- · Invoices substantiating cost of work completed.

This letter is a commitment to enter into a legally binding grant agreement upon verification that grant program guidelines and requirements have been met. It is not a legally binding document that confirms funding.

MCES appreciates and is committed to your participation in this program designed to assist our stakeholders in the mitigation of excess inflow and infiltration into the metropolitan disposal system.

MCES appreciates and is committed to your participation in this program designed to assist our stakeholders in the mitigation of excess inflow and infiltration into the metropolitan disposal system.

Please direct your questions or concerns to:

Matt Gsellmeier, MCES I/I Grant Administrator 390 Robert Street North St. Paul, MN 55101 17633670264 matthew.gsellmeier@metc.state.mn.us

Ned Shouth

Ned Smith, MCES, Director of Pretreatment and Finance

leis Thomps

Leisa Thompson, MCES General Manager



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G3, Attachment 3

Metropolitan Council Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program

Grant Agreement - End Grant for the $\frac{\ll 1 \gg}{Project}$

Funded by the State of Minnesota General Obligation Bond Proceeds

Generic GO Bond Proceeds Grant Agreement for Program End Grants Ver - 6/30/14

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General Obligation Bond Proceeds

Grant Agreement – End Grant	
for the	
<u> </u>	
Project	
under the	
«2»	
Program	

RECITALS

A. The State Entity has created and is operating a <u><u>«2</u>» (the "State Program") under the authority granted by Minn. Stat. § <u><u>«7</u>» and all rules related to such legislation (the "State Program Enabling Legislation").</u></u>

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$ (the "Program Grant"), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the "Grant Application") attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

F. Under the provisions contained in <u>«9»</u>, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in Grant Application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

G. The Public Entity's receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the "Real Property") and, if applicable, structures

situated thereon (the "Facility") will cause the Public Entity's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the "Commissioner's Order"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement - End Grant for the <u>«1»</u> Project under the <u>«2»</u> Program, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Code" - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner of MMB" - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

"Counterparty" - means any entity with which the Public Entity contracts under a Use Contract. This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Declaration" - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

"Event of Default" - means one or more of those events delineated in Section 2.07.

"Facility", if applicable, - means ______, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

"Fair Market Value" – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

"G.O. Bonds" - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

"G.O. Compliance Legislation" - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

"Grant Application" – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the State Entity. *This definition is only* needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and <u>should be ignored and treated as if it were left blank, and any</u>

reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Initial Acquisition and Betterment Costs" – means the cost to acquire the Public Entity's ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

"Leased/Easement Premises" - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and <u>should be ignored and treated</u> <i>as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"Lessor/Grantor" – means the fee owner/lessor or grantor of the Leased/Easement Premises. This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and <u>should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.</u>

"Outstanding Balance of the Program Grant" – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

"Ownership Value", if any – means the value, if any, of the Public Entity's ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity's execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ ______ or _____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank "Not Applicable" is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. (*The blank "Not Applicable" should only be selected and checked when a portion of the funds delineated in Attachment III attached hereto are to be used to acquire the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in Attachment III and not in this definition for Ownership Value).*

"Program Grant" - means a grant of monies from the State Entity to the Public Entity in the amount identified as the "Program Grant" in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

"Project" – means the Public Entity's acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. (*If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)*

"Public Entity" - means the entity identified as the "Public Entity" in the lead-in paragraph of this Agreement.

"Real Property/Facility Lease" - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and <u>should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.</u>*

"State Entity" - means the entity identified as the "State Entity" in the lead-in paragraph of this Agreement.

"State Program" – means the program delineated in the State Program Enabling Legislation.

"State Program Enabling Legislation" – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

"Subsequent Betterment Costs" – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

"Use Contract" - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies* if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and <u>should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.</u>

"Useful Life of the Real Property and, if applicable, Facility" – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

Fee simple ownership of the Real Property.

.)

A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation:

contained in S (If the term of	for the Real Property that complies with the requirements Section 2.06. If the easement is for a term authorized by a Minnesota statute, In law, then insert the citation:)	
Ownership Interes	t in, if applicable, the Facility.	
Fee simple ov	vnership of the Facility.	
requirements (If the term of	rty/Facility Lease for the Facility that complies with all of the contained in Section 2.06. If the Real Property/Facility Lease is for a term authorized by a tatute, rule or session law, then insert the citation:	
Not applicabl	e because there is no Facility.	
Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.		
(Check all a	ppropriate boxes.)	
Acquisition	of fee simple title to the Real Property.	
Acquisition	of a leasehold interest in the Real Property.	
Acquisition	of an easement for the Real Property.	
Improvemen	t of the Real Property.	
Acquisition	of fee simple title to the Facility.	
Acquisition	of a leasehold interest in the Facility.	
Construction	of the Facility.	
Renovation	of the Facility.	
(Describe other	«12» or additional purposes.)	

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions,

requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

It will not, without the prior written consent of the State Entity and the 0. Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is _____ years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 **Ownership by Leasehold or Easement**. This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and <u>should be ignored and treated as if it were left blank</u>, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 **Notification of Event of Default.** The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Survival of Event of Default.** This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 **Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 **Modification and/or Early Termination of Grant.** If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility in the Real Property and, if applicable and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with

the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility and, if applicable, Facility.

Section 3.02 **Initial Term and Renewal.** The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 **Reimbursement of Counterparty.** A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 **Receipt of Monies Under a Use Contract.** The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 **Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property**. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the

meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 **Disbursement of Grant.** Upon compliance with all of the conditions delineated in Section 6.02, the State Entity shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the State Entity be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02. A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the State Entity disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

Section 6.02 **Conditions Precedent to Disbursement of Grant.** The obligation of the State Entity to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

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A. The State Entity shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits,

bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages

which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Use, Maintenance, Repair and Alterations. The Public Entity shall (i) Section 7.03 keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property

and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to be and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 **Records Keeping and Reporting.** The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the

operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 **Inspections by State Entity.** Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 **Liability.** The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 **Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or

because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 **Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

	«13»	
	«13»	
«13	»	, MN <u>«13»</u>
Attention:		«13»

To the State Entity at:

«14»	
«14»	
«14»	, MN «14»
Attention:	«14»

To the Commissioner of MMB at:

Minnesota Department of Management and Budget 400 Centennial Office Bldg. 658 Cedar St. St. Paul, MN 55155 Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third

party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

(If there are no matching funds requirements then insert the word "NONE".)

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Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 **Public Entity Tasks**. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 **Jobs Reporting Requirements**. Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.31 Additional Requirements. The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

Generic GO Bond Proceeds Grant Agreement for Program End Grants **American-Made Steel**. Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

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PUBLIC ENTITY:

	«4»	,
a	<u>«4»</u> «5»	
By:		
<i></i>	«17»	
Its:	«18»	_
Dated:		
And:		
	«19»	
Its:	<u>«19»</u> «20»	_
Dated:		

STATE ENTITY:

	«5»	,
By:		
-	«21»	
Its:	«22»	
Dated:		_

Attachment I to Grant Agreement

State of Minnesota General Obligation Bond Financed DECLARATION

The undersigned has the following interest in the real property located in the County of ______, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the "Restricted Property"):

(<i>Check the appropriate box.</i>) a fee simple title,
a lease, or
an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain <u>[Insert title of the general obligation grant agreement]</u> between ______ and _____, dated _____,

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of <u>[Insert the name of the State Entity that provided the grant]</u> and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Attachment II to Grant Agreement LEGAL DESCRIPTION OF REAL PROPERTY

«23»

Attachment III to Grant Agreement SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds

Use of Funds

Identify Source of Funds	Amount	Identify Items	Amount
State G.O. Funds		Ownership Acquisition	
Program Grant	\$	and Other Items Paid for	
×		with Program Grant Funds	
Other State Funds		Purchase of Ownership	\$
	\$	Interest	
	\$	Other Items of a Capital	
	\$	Nature	
Subtotal	\$		\$
			\$
Matching Funds			\$
	\$	Subtotal	\$
	\$		
Subtotal	\$	Items Paid for with	
		Non-Program Grant Funds	
Other Public Entity Funds			\$
	\$		\$
	\$		\$
Subtotal		Subtotal	\$
Loans			
	\$		
	\$		
Subtotal	\$		
Other Funds			
Carri I unus	\$		
	\$		
Subtotal	\$		_
	Ψ		
Prepaid Project Expenses			
repair roject Expenses	\$		
	\$ \$		
Subtotal	\$ \$		
Subiola	Ψ		
TOTAL FUNDS	\$	TOTAL PROJECT COSTS	\$

Generic GO Bond Proceeds Grant Agreement for Program End Grants

Attachment IV to Grant Agreement GRANT APPLICATION

«24»

Attachment V to Grant Agreement JOBS REPORTING

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.

- (15) Jobs.
 - a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A "job created" is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A "job retained" means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
 - b. Jobs should be expressed in "full-time equivalents" (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual's employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
 - c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.

CITY COUNCIL STAFF REPORT Meeting Date June 27, 2022

REPORT TO:	Melinda Coleman, City Manager			
REPORT FROM:	Andrea Sindt, City Clerk Christine Evans, Deputy City Clerk			
PRESENTER:	Andrea Sindt, City Clerk			
AGENDA ITEM:	Local Lawful Gambling Permit for American Legion Post 272, 2166 Maplewood Drive N			
Action Requested: Form of Action:	✓ Motion☐ Resolution	□ Discussion □ Ordinance	□ Public Hearing □ Contract/Agreement	□ Proclamation

Policy Issue:

A request for a Local Lawful Gambling permit has been submitted by American Legion Post 272. Approval of the request would allow lawful gambling activity to be conducted during the organization's Zachary NF Cancer Golf event held at Keller Golf Course, 2166 Maplewood Drive, on August 1, 2022.

Recommended Action:

Motion to approve the Local Lawful Gambling permit for American Legion Post 272 for their event on August 1, 2022.

Fiscal Impact:

Is There a Fiscal Impact?	✓ No \Box Yes, the true or estimated cost is 0	0.00
Financing source(s):	□ Adopted Budget □ Budget Modification	□ New Revenue Source
	□ Use of Reserves □ Other: na	

Strategic Plan Relevance:

□ Community Inclusiveness
 □ Financial & Asset Mgmt
 □ Integrated Communication
 ✓ Operational Effectiveness
 □ Targeted Redevelopment

Council approval is required prior to issuance of a local gambling permit, per City Code Sec. 22-12.

Background:

Lawful gambling activity conducted at this event is exempt from state licensure under MN §349.166. MN §349.213 authorizes cities to require a local permit for conduct of lawful gambling exempt from state licensing requirements.

Attachments:

None

CITY COUNCIL STAFF REPORT Meeting Date June 27, 2022

REPORT TO:	Melinda Coleman, City Manager			
REPORT FROM:	Andrea Sindt, City Clerk Christine Evans, Deputy City Clerk			
PRESENTER:	Andrea Sindt,	Andrea Sindt, City Clerk		
AGENDA ITEM:	Local Lawful Gambling Permit for Presentation of the Blessed Virgin Mary, 1725 Kennard Street			
Action Requested: Form of Action:	✓ Motion □ Resolution	□ Discussion □ Ordinance	Public Hearing Contract/Agreement	□ Proclamation

Policy Issue:

A request for a Local Lawful Gambling permit has been submitted by Presentation of the Blessed Virgin Mary. Approval of the request would allow lawful gambling activity to be conducted during the church's Parish Fall Festival, held September 17 -18, 2022.

Recommended Action:

Motion to approve the Local Lawful Gambling permit for Presentation of the Blessed Virgin Mary held September 17 -18, 2022.

Fiscal Impact:

Is There a Fiscal Impact?	✓ No \Box Yes, the true or estimated cost is 0	0.00
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

Council approval is required prior to issuance of a local gambling permit, per City Code Sec. 22-12.

Background:

Lawful gambling activity conducted at this event is exempt from state licensure under MN §349.166. MN §349.213 authorizes cities to require a local permit for conduct of lawful gambling exempt from state licensing requirements.

Attachments:

None

CITY COUNCIL STAFF REPORT

Meeting Date June 27, 2022

REPORT TO:	Melinda Coleman, City Manager			
REPORT FROM:	Andrea Sindt, City Clerk Christine Evans, Deputy City Clerk			
PRESENTER:	Andrea Sindt			
AGENDA ITEM:			Gambling for Merrick, Inc. , 1663 County Road C Ea	
	✓ Motion✓ Resolution	☐ Discussion ☐ Ordinance	□ Public Hearing □ Contract/Agreement	☐ Proclamation

Policy Issue:

A request to conduct Off-Site Gambling has been submitted by Merrick, Inc. Approval of the request will allow pull-tab gambling activity to occur during the July 4th Celebration held at Hazelwood Park, 1663 County Road C East.

Recommended Action:

Motion to approve the Resolution to Conduct Off-Site Gambling for Merrick, Inc on Monday, July 4, 2022 during the July 4th Celebration.

Fiscal Impact:

Is There a Fiscal Impact?	✓ No \Box Yes, the true or estimated cost is \$	6.00
Financing source(s):	□ Adopted Budget □ Budget Modification	□ New Revenue Source
	□ Use of Reserves □ Other: n/a	

Strategic Plan Relevance:

- □ Community Inclusiveness
 □ Financial & Asset Mgmt
 □ Integrated Communication
 ✓ Operational Effectiveness
- Environmental Stewardship
 - □ Targeted Redevelopment

A council-approved application and resolution is required to be submitted to the Minnesota Gambling Control Board.

Background:

Merrick, Inc. holds an Organization license with the Minnesota Gambling Control Board to conduct lawful gambling, and is eligible per MN §349.165 subd.5 to hold lawful gambling events at a location without obtaining a premises permit. Applications to conduct Off-Site gambling are processed and approved by the Minnesota Gambling Control Board; however, local approval by resolution must be obtained prior to submission.

Attachments:

1. Resolution of Approval to Conduct Off-Site Gambling

RESOLUTION

City Approval to Conduct Off-Site Gambling Within City Limits Merrick, Inc.

WHEREAS, Merrick, Inc. has submitted an Application to Conduct Off-Site Gambling at the July 4th Celebration at Hazelwood Park, 1663 County Road D East in Maplewood, MN 55109; and

WHEREAS, the off-site gambling will take place during the July 4th Celebration on Monday, July 4, 2022.

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that Application to Conduct Off-Site Gambling is approved for Merrick, Inc. during the date stated above.

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, Minnesota, be forwarded to the Gambling Control Board for their approval.

CITY COUNCIL STAFF REPORT Meeting Date June 27, 2022

REPORT TO:	Melinda Coleman, City Manager									
REPORT FROM:	Michael Mondo	Michael Mondor, Fire and EMS Chief								
PRESENTER:	Michael Mondo	Michael Mondor, Fire and EMS Chief								
AGENDA ITEM:		Resolution Directing Modification of Existing Construction Contract, Change Order, No. 46, No. 47 and No. 48, North Fire Station Construction Project								
Action Requested: Form of Action:	✓ Motion✓ Resolution	□ Discussion □ Ordinance	 ☐ Public Hearing ✓ Contract/Agreement 	□ Proclamation						

Policy Issue:

A Motion to approve resolution Directing Modification of the Existing Construction Contract, Change Order No. 46, No. 47 and Change Order No. 48, North Fire Station Construction Project and authorize the Mayor and City Manager to sign Change Order No. 46, 47 and Change Order No. 48.

Recommended Action:

Motion to approve resolution Directing Modification of the Existing Construction Contract, Change Order No. 46, 47 and Change Order No. 48, North Fire Station Construction Project and authorize the Mayor and City Manager to sign Change Order No. 46, 47 and Change Order No. 48.

Fiscal Impact:

Is There a Fiscal Impact? □ No ✓ Yes, the true or estimated cost is \$1,494.04 □ Use of Reserves ✓ Other: Fire Facility Fund

Strategic Plan Relevance:

- ✓ Financial & Asset Mgmt □ Community Inclusiveness □ Integrated Communication
 - Environmental Stewardship
 - □ Targeted Redevelopment

Approval of Change Order No. 46 will not change the project construction amount. This change order is due to damages caused by a forklift and results in a back charge which alters the contract amounts for two contractors, but does not alter the overall project cost.

✓ Operational Effectiveness

- Work Scope 23-A-General Sheet Metal Company, LLC., \$1,360 increase for added work scope and materials. This will change the construction amount to \$1,061,662.98.
- Work Scope 08-D-Yale Mechanical, LLC., \$1,360 decrease due to a back charge from General Sheet Metal, LLC., for damages to ductwork caused by a forklift. This will change the construction amount to \$541,506.

Approval of Change Order No. 47 will decrease the project construction amount by \$4,350. This change order is due to reducing fencing on the site as the fencing material did not meet owner's expectations.

• Work Scope 32-D-Century Fence Company, \$4,350 decrease for reduced labor and materials. This will change the contract amount to \$27,645.

Approval of Change Order No. 48 will increase the project construction amount by \$5,844.04. This change order is due to adding cabinets in the SCBA/Compressor room.

• Work Scope 6-G-Ebert Construction, \$5,444.04 increase for added labor and materials. This will change the contract amount to \$440,589

The revised contract amounts fall within the approved project budget of \$13,100,000. The beginning construction contingency budget was \$427,000. To date, there is \$252,783.38 remaining in construction contingency. No adjustments to the approved budget are necessary at this time.

Background:

The City Council awarded construction contracts to General Sheet Metal Company, LLC., Yale Mechanical, LLC., Century Fence Company and Ebert Construction. at the April 12, 2021 City Council Meeting.

Change Order No. 46 will not change the project construction amount. This change order is required to adjust contract amounts to account for a back charge to Yale Mechanical from General Sheet Metal due to damages that were caused by a forklift.

Change Order No. 47 proposes to decrease the construction contract by \$4,350 due to reducing fencing on the site as the fencing material did not meet owner's expectations.

Change Order No. 48 proposes to increase the construction contract by \$5,844.04 associated with added materials and work scope. This cost is associated with adding cabinets for storage in the SCBA/Compressor room.

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 \$252,783.38.

Attachments:

- 1. Change Order No. 46
- 2. Change Order No. 47
- 3. Change Order No. 48
- 4. Resolution Directing Modification of the Existing Construction Contract, Change Order No. 46, 47 and Change Order No. 48 for the North Fire Station Construction Project

G7, Attachment 1



Change Order Request

Project:	2110032-02 Maplewood North Fire Station	COR #	46.00
	1530 County Road C East Maplewood, MN 55109	Date:	5/23/2022
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 # 89 - GSM: Duct Damages by Forklift

Item #	Description	Vendor	Amount
1	Duct Damages by Forklift	General Sheet Metal Company, LLC	\$1,360.00
2	Backcharge to Yale	Yale Mechanical	(\$1,360.00)
		Total For Change Order	\$0.00

Approved By:	City Of Maplewood	Signed:	Date:
Submitted By:	Kraus-Anderson Construction Company	Signed: DIF/BF85D4254BB DocuSigned by:	5/25/2022 11:41 AM C Date:
Accepted By:	Short-Elliott-Hendrickson, Incorporated	Signed:	5/25/2022 7:14 PM CD Date:

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G7, Attachment 1

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G7, Attachment 1

ZLANTITY ? STOCK PURCH DESCRIPTION PO.NON 1 18×18 grill type A 1 tube CAULE - Reinstable	ME Maplewood	F.S JOB # 21-3251 TAG # during PROJECT MANAGER TK / ML	
I tube CAUIK - Paintable	DUANTITY STOCK PURC	HL DESCRIPTION	P.O. NUN
1 tube CAUIK -Paintable			
		18×18 grill type A	

G7, Attachment 2



Change Order Request

Project:	2110032-02 Maplewood North Fire Station	COR #	47.00
	1530 County Road C East Maplewood, MN 55109	Date:	5/25/2022
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 # 87 - SEH PR 20: Eliminate Fencing

Item #	Description	Vendor	Amount
1	WO#2777: Fencing credit	Century Fence Company	(\$4,350.00)
		Total For Change Order	(\$4,350.00)

Approved By:	City Of Maplewood	Signed:	Date:
Submitted By:	Kraus-Anderson Construction Company	Signed: DIF/BF85D4254BB DocuSigned by:	5/25/2022 11:42 AM C Date:
Accepted By:	Short-Elliott-Hendrickson, Incorporated	Signed:	5/25/2022 7:15 PM CD Date:

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DocuSign Envelope ID: 2FE7178E-53C3-4C49-A69C-48BE72797D76

Change Order Quote

Century Fence Company 14839 Lake Dr NE Forest Lake, MN 55025



Quote To:

Dale Sonnichsen KRAUS ANDERSON CONSTRUCTION 501 South 8th St. Minneapolis, MN 55404

Project Location:

Kraus Anderson - Maplewood North Fire Station 1530 County Rd C East Maplewood North Fire Station Maplewood, MN 55109

Quote #: 2777 PCO #: 3 Quote Date: 05/24/2022 Delete garden fence

Description

DEDUCT GARDEN FENCE

Furnish and install 79 LF of 4 Foot high galvanized chain link fence. Line posts shall be 2" O.D. Galvanized steel pipe Driven 48" in depth and spaced a maximum of 10' on centers. The fence shall consist of top rails which will be 1-5/8" O.D. Galvanized pipe. The fence shall consist of bottom tension wire.

- 4 Corner post: 3" O.D. Galvanized pipe Concrete Set
- 2 Gate post: 3" O.D. Galvanized pipe Concrete Set
- 1 Single Swing Galvanized Gate: 4' Opening Width
- Total DEDUCT \$4,350.00

Quote Valid For 15 days

Buyer's Signa	ature: D	ate:	Submitted b	y:	Cory Capra
Acceptance:	This quote when accepted in writing by purch Company becomes a contract between two attached 'Terms and Conditions' are made a	parties.The conditions	on the O	ffice	Capra 2: 651-464-7373 312-666-1680
Terms of Payment: Net Cash upon receipt of invoice.					:CCapra@Centuryfence.com

Terms of Payment: Net Cash upon receipt of invoice.



KRAUS-ANDERSON_® Construction Company

501 South Eighth Street Minneapolis, MN 55404

Request For Proposal

Project:	2110032-02 Maplewood North Fire Station	PCO #:	87
	1530 County Road C East Maplewood, MN 55109	Date:	05/18/2022
То:	Dale Sonnichsen, Kraus-Anderson Construction Company Jake Walton, Kraus-Anderson Construction Company Michael Mondor, City Of Maplewood Ian Jorgensen, Century Fence Company Brian Bergstrom, Short-Elliott-Hendrickson, Incorporated		

Please provide a cost breakdown in accordance with the Contract Documents and a Summary for the Change described herein and on the attachments (if any) listed. All responses are required within seven (7) days.

This is not an authorization to proceed with the work described herein unless and until approved by the Owner. On approval, this change will be included in a Change Order, which will provide the formal Contract Change.

DESCRIPTION OF PROPOSAL:

Please provide us with a written cost estimate per the attached SEH PR 20: Eliminate Fencing.

Attachments: SEH PR 20 Dated 5/18/22

We have reviewed the PCO and acknowledge that it is	a "no	change" i	item and	does no	t affect our
 completion date.					

Signed By:

_____ Date:_____

Company Name: ____

G7, Attachment 2



Proposal Request

PROJECT: (name and address) Maplewood North Fire Station 1530 County Road C East Maplewood, MN 55109

OWNER: (name and address) City of Maplewood 1902 County Road B East Maplewood, MN 55109

CONTRACT INFORMATION:

Contract For: General Construction Date:

ARCHITECT: (name and address) Short Elliott Hendrickson, Inc. 3535 Vadnais Center Drive St. Paul, MN 55110 Architect's Project Number: MAPLE 155598 Proposal Request Number:020 Proposal Request Date: 5.18.202

CONTRACTOR: (name and address) Kraus-Anderson 501 South Eighth Street Minneapolis, MN 55404

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Eliminate chain link fencing and gate around garden area from the project. Provide credit to Owner for labor and materials.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Brian Bergstrom, AIA, Project Manager PRINTED NAME AND TITLE

1

G7, Attachment 3



Change Order Request

Project:	2110032-02	COR #	48.00
	Maplewood North Fire Station 1530 County Road C East Maplewood, MN 55109	Date:	6/1/2022
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 # 88 - SEH PR 21: Add Wall Cabinets

Item #	Description	Vendor	Amount
1	Added casework	Ebert Construction	\$5,844.04
		Total For Change Order	\$5,844.04

Approved By:	City Of Maplewood	Signed:	Date:
Submitted By:	Kraus-Anderson Construction Company	Signed: DIF7BF85D4254BB DocuSigned by:	6/2/2022 10:47 AM CD Date:
Accepted By:	Short-Elliott-Hendrickson, Incorporated	Signed:	Date:

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DocuSign Envelope ID: 017FF3F8-2C2F-4645-9334-FA2FEFB32010



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G7, Attachment 3

23350 County Road 10 Corcoran, MN 55357 Ph : 763-498-7844

Change Proposal

To: Dale Sonnichsen Kraus Anderson Const Co 501 South Eighth Street Minneapolis, MN 55404 Ph: 612-332-7281 Number: 007 Date: 5/31/22 Job: 6476 Maplewood N Fire 6G-General Phone:

Description: PCO #088 Additional Casework

Proposed are the following changes		
PCO #088 Additional Casework in R	oom 136	
The total amount to prov	ide this work is	\$5,844.04
(Please refer to attac	ched sheet for details.)	
If you have any questions, please co	ontact me at 763-498-7844.	
	Pricing subject to review/change if not approved within 14 days of receipt.	
ľ	noing subject to review/change in not approved within 14 days of receipt.	

Submitted by:

Rob Erdman Ebert Construction Approved by: _ Date: _



Change Proposal 007 Price Breakdown Continuation Sheet

Description: PCO #088 Additional Casework

Description Architectural Wood Casework	Labor	Material	Equipment	Subcontract \$5,430.00	Other	Price \$5,430.00
					Subtotal:	\$5,430.00
			OH&P			\$0.00
			Sub OH&P	\$5,430.00	5.00%	\$271.50
			Bond/Insur	\$5,701.50	2.50%	\$142.54
					Total:	\$5,844.04



Northern Woodwork, Inc.

Complete Casework & Millwork Packages Since 1920

Date: 5/20/2022

Change Proposal

To: Ebert Construction

Attn: Rob Erdman

Project: Maplewood North Fire Station

NWI Job #: 1048

Issued By: Jay Kinsman - Estimator 218-681-2305 ext. 202 jay@northernwoodworkinc.com

Regarding: PCO #088 / PR #021

Add: \$3,935.00 Including Applicable Taxes

Includes:6 Added Wall Cabinets, Jobsite Delivery, Installation. This price
includes delivery and installation with cabinets currently being
manufactured by NWI and have yet to deliver. If this does not work
with current construction schedule, additional charges will apply. (see
below)

Regarding: Separate delivery and installation of these 6 added cabinets.

Add: \$1,495.00 Including Applicable Taxes

Includes: Added cabinets being delivered and installed at a separate date from cabinets currently being manufactured for this project.

No work will be performed on this change proposal until a signed and dated authorization is received by mail, fax or email.

Accepted By: _____

Date: _____

1581 Hwy. 59 S.E. P.O. Box 654 Thief River Falls, MN 56701 P: (218) 681-2305 F: (218) 681-2343 www.northernwoodworkinc.com



KRAUS-ANDERSON_® Construction Company

501 South Eighth Street Minneapolis, MN 55404

Request For Proposal

Project:	2110032-02 Maplewood North Fire Station	PCO #:	88
	1530 County Road C East Maplewood, MN 55109	Date:	05/18/2022
То:	Dale Sonnichsen, Kraus-Anderson Construction Company Jake Walton, Kraus-Anderson Construction Company Michael Mondor, City Of Maplewood Brian Bergstrom, Short-Elliott-Hendrickson, Incorporated Rob Erdman, Ebert Construction		

Please provide a cost breakdown in accordance with the Contract Documents and a Summary for the Change described herein and on the attachments (if any) listed. All responses are required within seven (7) days.

This is not an authorization to proceed with the work described herein unless and until approved by the Owner. On approval, this change will be included in a Change Order, which will provide the formal Contract Change.

DESCRIPTION OF PROPOSAL:

Please provide us with a written cost estimate per the attached SEH PR 21: Add Wall Cabinets.

Attachments: SEH PR 21 Dated 5/18/22

We have reviewed the PCO and acknowledge that it is	a "no	change" i	item and	does no	t affect our
 completion date.					

Signed By:

_____ Date:_____

Company Name: ____

G7, Attachment 3



Proposal Request

PROJECT: (name and address) Maplewood North Fire Station 1530 County Road C East Maplewood, MN 55109

OWNER: (name and address) City of Maplewood 1902 County Road B East Maplewood, MN 55109

CONTRACT INFORMATION:

Contract For: General Construction Date:

ARCHITECT: (name and address) Short Elliott Hendrickson, Inc. 3535 Vadnais Center Drive St. Paul, MN 55110 Architect's Project Number: MAPLE 155598 Proposal Request Number:021 Proposal Request Date: 5.18.202

CONTRACTOR: (name and address) Kraus-Anderson 501 South Eighth Street Minneapolis, MN 55404

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Submit added cost for labor and materials to provide additional wall hung cabinets in Room #136 per the attached revised detail 7/A402

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Brian Bergstrom, AIA, Project Manager PRINTED NAME AND TITLE

1

RESOLUTION

DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT, NORTH FIRE STATION CONSTRUCTION PROJECT, CHANGE ORDER NO. 46, 47, AND CHANGE ORDER NO. 48

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. 46, 47 and Change Order No. 48.

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. 46 which will not change the overall project amount.

The revised contract amount for Work Scope 23-A, General Sheet Metal Company, LLC., is \$1,061,662.98.

The revised contract amount for Work Scope 08-D, Yale Mechanical, LLC., is \$541,506.

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. 47 which will decrease the project amount by \$4,350.

The revised contract amount for Work Scope 32-D, Century Fence Company is \$27,645.

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. 48 which will increase the project amount by \$5,444.04.

The revised contract amount for Work Scope 6-G, Ebert Construction., is \$440,589.

Adopted by the Maplewood City Council on this 27th day of June 2022.

CITY COUNCIL STAFF REPORT

Meeting Date June 27, 2022

AGENDA ITEM:	EM: Ramsey County Cooperative Agreement for Metro Gold Line Bus Rapid Transit Project, Bicycle and Pedestrian Improvements, City Project 14-05					
Action Requested:	✓ Motion □ Resolution	□ Discussion □ Ordinance	□ Public Hearing ✓ Contract/Agreement	□ Proclamation		

Policy Issue:

The Gold Line Bus Rapid Transit (BRT) project will connect people across the region to job centers, housing options, transit stations, and key destinations from St. Paul to Woodbury along the I-94 corridor. The City Council will consider entering into cooperative agreement, with Ramsey County, for the construction of bicycle and pedestrian improvements as part of the Gold Line BRT project.

Recommended Action:

Motion to approve the attached cooperative agreement, with Ramsey County, for bicycle and pedestrian improvements as part of the Gold Line BRT project and direct the Mayor and City Manager to sign the 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 \$241,134.00

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

 \Box Use of Reserves \checkmark Other: Maplewood's estimated cost share of the

bicycle and pedestrian improvements is \$241,134 (includes construction, design, and inspection costs). The proposed improvements will be funded through Municiple State Aid funds. These improvements are included in the Draft 2023-2027 Capital Improvement Plan with payment taking place in 2025.

Strategic Plan Relevance:

- ✓ Financial Sustainability □ Integrated Communication □ Targeted R
- Operational Effectiveness
- ✓ Community Inclusiveness
- □ Targeted Redevelopment
- ✓ Infrastructure & Asset Mgmt.

This agreement covers the responsibilities of Ramsey County and the City of Maplewood for the design and construction of the bicycle and pedestrian improvements to be constructed as part of the Gold Line BRT project. These improvements will help connect properties lying south of I-94 to the new Gold Line BRT station that will be constructed on the North side of I-94 just south of the 3M campus.

Background

The Gold Line Bus Rapid Transit (BRT) project will connect people across the region to job centers, housing options, transit stations, and key destinations from St. Paul to Woodbury along the I-94 corridor. Some of the key features of the BRT system includes:

- Frequent, all day service in both directions
- Pre-boarding fare payment for faster stops
- Access to Park & Ride lots in Saint Paul, Oakdale and Woodbury,
- Real-time arrival and departure information
- Heated shelters, lighting and security features

There will be one station in Maplewood located adjacent to the south side of the 3M campus midway between McKnight Road and Century Avenue. This will include pedestrian connections from McKnight Road and Century Avenue to the new BRT station. The project is planned to begin construction in 2022 and is anticipated to open in 2025.

During the design process a missing bicycle and pedestrian segment was identified along the west side of Century Avenue. As part of the Gold Line BRT project, a proposed 13-foot-wide bituminous trail is proposed to be constructed on the west side of Century Avenue underneath I-94. This trail will connect the existing sidewalk south of I-94 to the proposed trail leading to the new Gold Line BRT station south of 3M.

The total estimated cost of the bicycle and pedestrian improvements (including design, construction and inspection) is \$909,940. These improvements are eligible for federal funding as part of the Gold Line project. Federal funding will cover 47% (\$427,672) of the costs for the proposed pedestrian improvements. The remaining 53% of the pedestrian improvement costs will be split 50/50 between Ramsey County (\$241,134) and Maplewood (\$241,134).

The City Attorney has reviewed the attached cooperative agreement with Ramsey County for the construction of the bicycle and pedestrian improvements. Staff recommends approving the attached cooperative agreement with Ramsey County.

Attachments

1. Ramsey County Cooperative Agreement for Metro Gold Line Bus Rapid Transit Project Bicycle and Pedestrian Improvements

COOPERATIVE AGREEMENT for METRO GOLD LINE BUS RAPID TRANSIT PROJECT BICYCLE AND PEDESTRIAN IMPROVEMENTS

This Cooperative Agreement ("Agreement") is made this _____ day of _____, 2022, by and between Ramsey County, a political subdivision of the State of Minnesota ("County"), and the City of Maplewood, a Minnesota municipal corporation ("City").

RECITALS

- A. The METRO Gold Line Bus Rapid Transit ("BRT") Project (the "Project"), adopted into the region's Transportation Policy Plan on October 24, 2018, will be located in Ramsey and Washington Counties, extending approximately 10 miles and connecting the Cities of Saint Paul, Maplewood, Landfall, Oakdale and Woodbury.
- B. The purpose of the Project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses, residents, and the traveling public within the project area by providing all-day, bi-directional, station-to-station service that complements existing and planned bus service in the corridor.
- C. On January 19, 2018, under the leadership of the Metropolitan Council, the Project began the two-year Project Development Phase of the Federal Transit Administration's Capital Investment Grants New Starts Program. The Metropolitan Council is the local project sponsor; the Federal Transit Administration grantee; and is responsible for planning, designing, acquiring rights-of-way, constructing, equipping, commissioning, operating, and owning the Project.
- D. The Project will be funded up to 45% of the costs by the Federal Transit Administration (FTA) through the Capital investment Grants Program contingent upon receipt of a full funding grant agreement.
- E. Ramsey County, Ramsey Regional Railroad Authority, and Washington County, through the Gold Line Joint Powers Board, are the primary funders for the non-federal share of the Project through a Capital Grant Agreement with the Metropolitan Council.
- F. As the lead agency for the Project, Metropolitan Council is responsible for design engineering of the Project, including the preparation of plans, specifications, and proposals, which includes the proposed reconstruction; alignment; profiles; grades; cross sections; paving; concrete curb and gutter; medians; storm sewer; storm water treatment and infiltration basins; pedestrian curb ramps; turf establishment; traffic signals; street lighting; accessible pedestrian signals; and utility replacement and adjustments.
- G. In preparing such plans, specifications, and proposals, Metropolitan Council is required to consult with the County and the City. If either the County or the City request any revisions to the plans and specifications after they are complete, the requesting party will be responsible

for any costs that result from the requested revision. Revisions are subject to approval by the County and the Metropolitan Council.

- H. The Metropolitan Council is responsible for the following aspects of the Project:
 - 1. Completion of design engineering responsibilities as described above;
 - 2. Acquisition of easements and other property interests that will be needed for the Project, including the location of the Improvements (as defined below);
 - 3. Management of procurement matters, including issuing all solicitations for bids and proposals; selecting all contractors; and awarding all contracts necessary for the completion of the Project and Improvements;
 - 4. Performance and management of or contracting for the performance of construction engineering for all elements of the Project and Improvements;
 - 5. Management of all costs of the Project and Improvements;

Pursuant to the Capital Grant Agreement between the Gold Line Joint Powers Board and the Metropolitan Council, and to the Full Funding Grant Agreement from the FTA, the Metropolitan Council will pay for all costs related to these responsibilities from the federal and local funds identified for the Project and Improvements.

- I. As designed, the Project includes bicycle and pedestrian improvements, in the form of trails and sidewalks located in the City ("Improvements"), which have great community benefit, but exceed the minimum features that are needed to provide direct access to the Gold Line stations. The Improvements will be constructed at Century Avenue, West Side, under Interstate 94 (MnDOT right of way), and as shown in <u>Exhibit A</u>. The Project includes additional bicycle and pedestrian improvements that will be constructed in the City of Saint Paul, at the cost of the City of Saint Paul.
- J. The County and the City have agreed to include the Improvements, as constructed by the Metropolitan Council per the FFGA, in the Project, and have agreed that the City and County will each pay for half of the non-federal costs for the Improvements, as set forth in this Agreement.
- K. The County is responsible for payment of the up-front costs of construction related to the Improvements, pursuant to the agreement(s) with the Metropolitan Council to which the County is a party. Upon completion, the City will reimburse the County for the City Share, as defined in Section 2 of this Agreement, of the actual cost of construction of the Improvements.

NOW THEREFORE, based on the mutual promises and the terms and conditions stated herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and the City agree as follows:

1. <u>Terms</u>. Upon completion of the Improvements by the Metropolitan Council, the Metropolitan Council will do a final accounting and reconciliation of the actual costs related to the completion of the Improvements and will provide it to the County. The County will invoice

the City for the amount equal to the City Share (as defined in Section 2). Within 30 days of receipt of the invoice from the County, the City will pay the invoiced amount to the County.

- <u>The City Share</u>. The City will pay 50% of the 53%-non-federal-share of the Improvements, this includes a proportionate share of the 3.5% Inflation, 15% Contingency, 10% Professional Services, and 8% Construction Engineering/Contract Administration defined by the Project. These cost estimates are further defined in <u>Exhibit B</u>.
- 3. <u>No Ownership by the County</u>. The County will not, at any time, own the Improvements.
- 4. <u>Maintenance, Repair, Replacement of the Improvements</u>. The City will separately enter into necessary agreements with the Minnesota Department of Transportation and the Metropolitan Council regarding ownership and maintenance of the Improvements. The County will not, at any time, be responsible for maintenance, repair, replacement of Improvements.
- 5. <u>Data Practices.</u> The parties will comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable statutes, any state rules adopted to implement the Act, as well as federal statutes and regulations related to data privacy.

6. Hold Harmless and Insurance.

- a. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting therefrom. Each party's liability will be governed and limited by Minnesota Statutes, Chapter 466, and other applicable law.
- b. Each party agrees to defend and hold harmless the other Parties, their employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement. Nothing herein will be deemed a waiver by any Party of its limitations on liability, defenses or immunities under Minnesota Statutes, Chapter 466, or other state or federal law.
- c. Each party warrants that it is able to comply with the foregoing requirements through commercial insurance or a self-funding program.
- d. All insurance policies or self-insurance certificates will be open to inspection by the other party and copies of the policies or certificates of self-insurance will be submitted to a party upon request.

7. <u>Miscellaneous Provisions</u>.

- a. *Incorporation of Recitals and Exhibits*. The County and the City agree that the Recitals and **Exhibits A and B** are true and correct, and are incorporated herein.
- b. *Notices*. Any notices required hereunder must be in writing, and will be sufficient if personally served or sent by registered or certified mail (return receipt requested), to the business address of the Party to whom it is directed. Such business address will be that address specified below or such different address as may hereafter be specified, by either Party by written notice to the other:

If to the County:	<i>If to the City:</i>
County Manager 250 Courthouse 15 W Kellogg Blvd Saint Paul, MN 55102	Public Works Director/City of Maplewood 1902 County Road B East Maplewood, MN 55109
With a copy to:	With a copy to:
Ramsey County Public Works ATTN: Deputy Director—Multimodal Planning 1425 Paul Kirkwold Drive Arden Hills, MN 55112	Assistant City Engineer 1902 County Road B East Maplewood, MN 55109
And copy to:	
Ramsey County Attorney's Office ATTN: RCRRA Attorney 121 Seventh Place East, Suite 4500 St. Paul, MN 55102-5001	

- c. *Audit.* Pursuant to Minnesota Statutes, section 16C.05, subd. 5, until the expiration of six years after the furnishing of services pursuant to this Agreement, the City, upon request, will make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the City relating to this Agreement.
- d. *Interpretation of Agreement; Venue.* This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement will be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.
- e. *Severability.* If any provision or term of this Agreement for any reason is declared invalid, illegal, or unenforceable, such decision will not affect the validity of any remaining

provisions. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

- f. *Alteration*. Any alteration, variation, modification, or waiver of the provisions of this Agreement will be valid only after it has been reduced to writing and signed by both parties.
- g. *Entire Agreement*. This written Agreement represents the entire agreement between the County and the City, and supersedes all prior negotiations, representations, or contracts, either written or oral, regarding the subject matter of this Agreement. No subsequent agreement between the County and the City to waive or alter any of the provisions of this Agreement will be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.
- h. Signatures/Execution. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is transmitted by any electronic means, including without limitation a faxes version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

[The rest of this page is left blank intentionally; Signature page follows]

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers and representative on the day and year first written above.

RAMSEY COUNTY	CITY OF MAPLEWOOD
Trista L. MatasCastillo, Chair	Marylee Abrams
Ramsey County Board of Commissioners	Mayor
Mee Cheng, Chief Clerk	Melinda Coleman
Ramsey County Board of Commissioners	City Manager
Approval recommended:	
Director, Public Works	
Approved as to form:	
Assistant County Attorney	

J1, Attachment 1

EXHIBIT A

Depiction of the Improvements

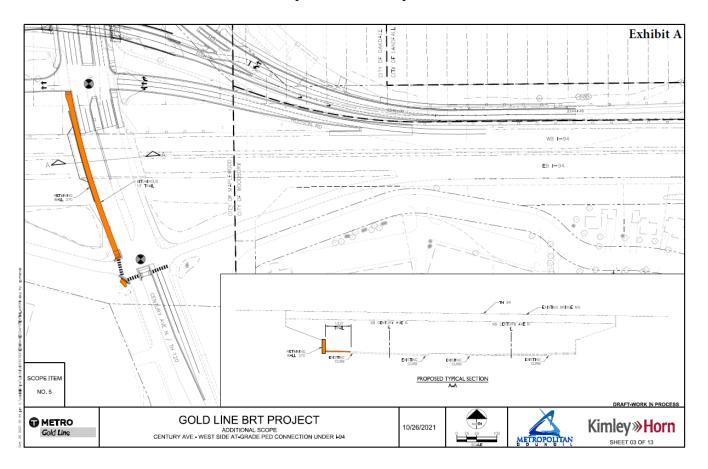


EXHIBIT B

Estimated Costs

Local Work Cost Estimate for Maplewood Project(s)												
Estimate Date: 1/24/2022												
						Α	В		С	D	Α	+B+C+D
			3.	50%	15%		10%	8%				
			_									
			Bas	e Cost					Professional	Construction Engineering/		
City	Local V	Vork Item Number / Description	(20	021\$)	Infl	ation	Contingency		Services	Contract Administration		Total
		Century Ave - West side at-grade Ped Connection										
Maplewood	Area 5	under I-94	\$ 1	643,514	\$	22,523	\$ 99,9	906	\$ 76,594	\$ 67,403	\$	909,940
Maplew	ood Project(s) Total		\$	643,514	\$	22,523	\$ 99,9	906	\$ 76,594	\$ 67,403	\$	909,940

Maplewood Project(s) Funding		
Date: 3/30/2022		
Source	Percentage	Amount
Federal Cost	47%	\$427,672
Non federal Cost (53%)		\$482,268
Ramsey County (50% of non-federal)	26.5%	\$241,134
Maplewood (50% of non-federal)	26.5%	\$241,134
	Total	\$909,940

Notes: *Actual costs will be based on bids received + 10% Design Engineering and + 8% Construction Engineering/Contract Administration