

## AGENDA

MAPLEWOOD CITY COUNCIL  
7:00 P.M., Monday, June 14, 1999  
Council Chambers, Municipal Building  
Meeting No. 99-13

### A. CALL TO ORDER

### B. PLEDGE OF ALLEGIANCE

### C. ROLL CALL

### D. APPROVAL OF MINUTES

1. Minutes of the Council/Manager Workshop (May 3, 1999)
2. Minutes of Meeting 99-12 (May 24, 1999)

### E. APPROVAL OF AGENDA

### F. PRESENTATIONS

1. Police Civil Service Commission Appointment
2. Recognition of Girl Scouts receiving the Silver Award

### G. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. If a member of the City Council wishes to discuss an item, that item will be removed from the Consent Agenda and will be considered separately.

1. Approval of Claims
2. Accept Donation from Merit Chevrolet
3. Annual Gambling License - Hill Murray Fathers Club
4. Temporary Gambling License - VFW Post 8901
5. Temporary Gambling License - St. Paul East Park Lions Club
6. Proposed Settlement of AFSCME Clerical/Technical & Maintenance
7. Recognition of Maplewood Police Department & I.S.D. #622
8. Emergency Management Mass Shelter Agreement

### H. PUBLIC HEARINGS

1. 7:00 P.M. Easement Vacation (Hoyt Avenue right-of-way, east of Sterling Street)
2. 7:15 P.M. Centres Group Ltd. Retail Center (White Bear and Lydia Avenue)  
- Rezoning (F to BC)  
- Design Approval
3. 7:30 P.M. Bruentrup Farm Relocation (2170 County Road D)

- Conditional Use Permit
- Waiver of City Code Requirements
- Plan Approval

4. 7:40 P.M. Frattalone Excavating Mining Permit Conditional Use Permit (West of Highway 61, south of County Road D)
5. 7:50 P.M. Cable Franchise Agreement between Ramsey & Washington Counties including the City of Maplewood

**I. AWARD OF BIDS**

1. New Ambulance
2. Roof Replacement for Park Maintenance Building

**J. UNFINISHED BUSINESS**

1. Harvester Area Streets, Project 98-10, Assessment Appeals

**K. NEW BUSINESS**

1. 2000-2004 Capital Improvement Plan (4 votes)
2. Selection of Architect for the Bruentrup Farm
3. Selection of Architect for proposed Fire Station
4. Engineering Fees for the Maplewood Community Center Expansion

**L. VISITOR PRESENTATIONS**

1. \_\_\_\_\_
2. \_\_\_\_\_

**M. COUNCIL PRESENTATIONS**

1. Mayor's Mailbox
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**N. ADMINISTRATIVE PRESENTATIONS**

1. Referendums
2. \_\_\_\_\_
3. \_\_\_\_\_

**O. ADJOURNMENT**

**COUNCIL/MANAGER WORKSHOP  
CITY OF MAPLEWOOD**

**MEETING MINUTES**

5:00 p.m., Monday, May 3, 1999  
Maplewood Room, City Hall

**A. Call To Order**

The meeting was called to order by Mayor Rossbach at 5:00 p.m.

**B. Roll Call**

Mayor George Rossbach	Present
Councilmember Sherry Allenspach	Present
Councilmember Dale Carlson	Present
Councilmember Kevin Kittridge	Present
Councilmember Marvin Koppen	Present

**Others Present:**

City Manager Michael McGuire  
Assistant to the City Manager Michael Ericson  
Community Oriented Services Coordinator Colleen Dirkswager  
Community Development Director Melinda Coleman  
City Engineer Ken Haider  
Fire Chief Joel Hewitt  
Finance Director Dan Faust  
Mary Ippel, Briggs & Morgan

**C. Approval of Agenda**

Mayor Rossbach moved to approve the agenda with the following additional items: 1. AMM meeting on May 20. 2. Civil Service Commission ballots. The motion was seconded by Councilmember Kittridge. Motion passed 4-0.

**D. Mary Ippel from Briggs and Morgan**

Mary Ippel, attorney with Briggs and Morgan, reviewed with council the TIF request from Schroeder Milk and what the city process would be for approving the expansion project. The Schroeder Milk Board of Directors met on April 29 to discuss the project and it seems the company would prefer to stay in Maplewood if they can get TIF and if staff provides assistance on state and county loan applications. Mary said it is possible to do an Economic Development District and raise \$718,000 over the life of the district

which would be the separate parcel of land for the expansion project. The council could provide 80% - 90% of the TIF funds with the remainder of the funds going to a revolving loan fund for future projects. Council agreed with proposal so staff will proceed with work.

**E. Year 2000 Capital Improvement Program (CIP)**

Finance Director Dan Faust and City Manager Mike McGuire reviewed with council the 2000-2004 CIP. The proposed CIP is \$23.25 million for five years and proposed funding would increase the levy 2%. The city council thoroughly reviewed the capital improvement projects and indicated its support for the CIP.

**F. Community Center First Quarter Financial Report**

Finance Director Dan Faust reviewed with council the First Quarter Financial Report for the Community Center. A copy of the report was reviewed by council and it indicated a net income of \$74,703. Council asked a few questions which were answered by Dan.

**G. Community Oriented Services Update**

Community Oriented Services Coordinator Colleen Dirkswager presented to the council an update of the activities and projects she is currently working on. The City of St. Paul made a \$2,000 donation to the County Fair. She is still working with Ed Olson from the City of St. Paul to establish a formal working relationship for the deer management issue. Council asked questions as Colleen provided an overview of the meetings she has attended and the projects she is currently working on.

**H. White Bear Avenue Corridor Study**

At the City Council / Staff Retreat at Riverwood, staff was directed to conduct a corridor study of White Bear Avenue. Community Development Director Melinda Coleman discussed with council the scope of the study, a budget, and the level of involvement of the city councilmembers. She will work with a consultant to provide a design study which will include a development and redevelopment plan. The cities of Mounds View and Spring Lake Park have just recently completed studies. Melinda will bring this issue back to a regular city council meeting.

**I. Voice Mail for Mayor and City Councilmembers**

City Manager Mike McGuire discussed with council the issue of voice mail for the mayor and city councilmembers which has been raised through the employee suggestion box program. After discussion by council no action was taken.

**J. Report from City's Y2K Task Force**

Assistant to the City Manager Mike Ericson provided a Y2K Task Force progress report to the city council. Most recently, the Task Force received Y2K brochures from the Red Cross which will be distributed at the Mall office and in the Maplewood in Motion. The Task Force is in the process of formalizing the draft of the city's action plan which will be reviewed by the city council and department heads for approval.

**K. Legislative Update for Moving Bruentrup Farm**

City Manager Mike McGuire provided a legislative update to the council on the progress of the Senate/House Conference Committee which recently met to discuss a number of jobs and economic development issues including an appropriation of \$100,000 to assist the city in moving the Bruentrup Farm to the Open Space property on County Road D. This appropriation language was included in the senate omnibus bill but not in the house omnibus bill. Updates will be provided to the council.

**L. Open Space Program**

Assistant to the City Manager Mike Ericson provided the council with an update of the work of the Open Space Acquisition Committee which has recommended five sites to the city council to purchase. A copy of the memo from Cliff Aichinger and article from the Maplewood Review was included for review. The five sites are: Bradley Oaks, Schreier, Corbey, Schlomka, and Kayser. Mike has met with all the property owners to discuss the sale of their property.

**M. Review City Council / Staff Retreat Goals**

City Manager Mike McGuire shared with council the results of the City Council/ Staff Retreat held February 18 - 19, 1999 at the Riverwood Conference Center in Monticello. There was a significant amount of information generated from the two-day retreat so Mike focused on the goals and objectives proposed for 1999. Council agreed with the goals as presented and stated that there may be a need for a community survey in 2-3 months to measure interest in the three referendum issues. The community survey will be on the June Workshop Agenda.

**N. Other Business**

**1. Cable TV Show - Maplewood City Update - "Straight Scoop"**. Mike McGuire shared with council a request of GTN Channel 16 and city staff for a weekly/monthly city update cable television show to better inform and educate the citizens of Maplewood about Y2K and other issues. The program could be hosted by the city manager, a rotation of the mayor and city councilmembers, and a reporter/producer from GTN. Council liked the idea and suggested it in a weekly or bi-weekly format.

**2. AMM Meeting.** Mike McGuire inquired as to the number of councilmembers who will attend the Association of Metropolitan Municipalities Annual (AMM) meeting on May 20 at the Maplewood Community Center.

**3. Ballots for Civil Service Commission.** Mike McGuire distributed the ballots for the vacancy on the Civil Service Commission. Council will review applications and rank the candidates in a 1,2,3 fashion.

**O. Future Topics**

**1. City Goals**

**2. Community Survey by Decision Resources**

**P. ADJOURNMENT**

Motion by Kittridge and seconded by Allenspach to adjourn the meeting at 7:00 p.m. Motion passed 5-0.



G. CONSENT AGENDA:

Councilmember Carlson moved to approve the Consent Agenda.

Seconded by Councilmember Koppen

Ayes - all

1. Approval of Claims

Approved the following claims:

ACCOUNTS PAYABLE:   \$ 103,612.04   Checks #7889 - #7900   Dated 5-3 thru 5-5-99  
                          \$ 179,299.46   Checks #43569 - #43658   Dated 5-11-99  
                          \$ 17,542.36   Checks #7901 - #7908   Dated 5-6 thru 5-13-99  
                          \$ 67,792.17   Checks #43663 - #43802   Dated 5-18-99  
                          \$ 368,246.03   Total Accounts Payable

PAYROLL:           \$ 294,015.43   Payroll Checks and Direct Deposits Dated 5-14-99  
                          \$ 22,765.24   Payroll Deduction Checks Dated 5-14-99  
                          \$ 316,780.67   Total Payroll  
                          \$ 685,026.70   GRAND TOTAL

2. Closure of Fund for Project 96-20

Authorized the closure of the Fund for Project 96-20 by transferring the remaining balance to the Street Construction State Aid Fund and making the appropriate budget adjustments.

3. Conditional Use Permit Review - 2911 and 2923 Highway 61

Reviewed the Conditional Use Permit for Maplewood Toyota and LeMettrey Auto Body Shop at 2911 and 2923 Highway 61 if a problem arises or if the property owner propose an expansion.

4. McLeod Communications Right-of-Way Agreement

Approved the following agreement with McLeod Telecommunications for use of the city right-of-way.

5. Waiver of Fee - Miscellaneous Permit for Food, Boy Scouts Pack 64

Approved the miscellaneous permit to sell food at the Cross Lutheran Church on June 12 and to waive the \$41.00 permit fee.

6. Cigarette and Tobacco Permit - Jeff R. Pomone at Shinders Book Store, 3000 White Bear Avenue

Approved the Cigarette and Tobacco Sales License for Jeffrey R. Poone for Shinders Books, 3000 White Bear Avenue.

7. Lions Club Donation for Maplewood Fire Station #1

Accepted the donated monies from the Maplewood-Oakdale Lions Club for the purchase of 20 tables for use at Maplewood Station #1 for public events.

8. Gambling Resolution - Church of Presentation of the Blessed Virgin Mary  
Adopted the following Resolution:

99 - 05 - 035

**AUTHORIZING LAWFUL GAMBLING**  
Church of Presentation of the Blessed Virgin Mary

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premises permit for lawful gambling is approved for Church of Presentation of the Blessed Virgin Mary to operate at Church of Presentation of the Blessed Virgin Mary, 1725 E. Kennard, Maplewood, Minnesota.

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

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

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

**H. PUBLIC HEARINGS**

1. 7:18 P.M. Schroeder Milk (2080 Rice Street) - Grant Application
  - a. Mayor Rossbach convened the meeting for a public hearing.
  - b. Manager McGuire introduced the staff report.
  - c. Community Development Director Coleman presented the specifics of the report.
  - d. Mayor Rossbach opened the public hearing, calling for proponents or opponents. The following person was heard:  
  
Robyn Schroeder, representing Schroeder Milk, 2080 Rice Street
  - e. Mayor Rossbach closed the public hearing.

Councilmember Carlson moved/introduced the following Resolution and moved its adoption:

**RESOLUTION**

99-05-036

**LOCAL GOVERNMENT RESOLUTION ECONOMIC DEVELOPMENT PROGRAM**

BE IT RESOLVED that City of Maplewood act as the legal sponsor for project(s) contained in the Business and Community Development Application to be submitted on date and that

George Rossbach, Mayor and Melinda Coleman, Community Development Director are hereby authorized to apply to the Department of Trade and Economic Development for funding of this project on behalf of City of Maplewood.

BE IT FURTHER RESOLVED that City of Maplewood has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that City of Maplewood has not incurred any costs and has not entered into any written agreements to purchase property.

BE IT FURTHER RESOLVED that City of Maplewood has not violated any Federal, State or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, City of Maplewood, may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that City of Maplewood certifies that it will comply with all applicable laws and regulations as stated in all contract agreements and described on the Compliances Section (FP-20) of the Business and Community Development Application.

AS APPLICABLE, BE IT FURTHER RESOLVED that City of Maplewood has obtained credit reports and credit information from Schroeder Milk Co. and its owners. Upon review by City of Maplewood and Bannigan & Kelly, P.A., no adverse finding or concerns regarding, but not limited to, tax liens, judgements, court actions, and filings with state, federal and other regulatory agencies were identified. Failure to disclose any such adverse information could result in revocation or other legal action.

NOW, THEREFORE BE IT RESOLVED that George Rossbach, Mayor and Melinda Coleman, Community Development Director, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

Seconded by Councilmember Koppen

Ayes - all

2. 7:25 P.M. Harvester Area Streets, Project 98-10 (4 votes)

- a. Mayor Rossbach convened the meeting for a public hearing.
- b. Manager McGuire introduced the staff report.
- c. City Attorney Patrick Kelly explained the procedure for the hearing.
- d. Public Works Director Haider presented the specifics of the report.
- e. Mayor Rossbach opened the public hearing, calling for proponents or opponents. The following person was heard:  
Margaret Kunde, 937 Glendon Street
- g. Mayor Rossbach closed the public hearing.

Councilmember Carlson moved/introduced the following Resolution and moved its adoption:

RESOLUTION  
ADOPTION OF THE ASSESSMENT ROLL

WHEREAS, pursuant to proper notice duly given as required by law, the city council has met and heard and passed on all objections to the proposed assessment for the construction of Harvester Area Streets as described in the files of the city clerk as Project 98-10, and has amended such proposed assessment as it deems just,

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

1. Such proposed assessment, as amended, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or after the first Monday in January, 2000, and shall bear interest at the rate of 5.9 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 1999. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

3. It is hereby declared to be the intention of the council to reimburse itself in the future for the portion of the cost of this improvement paid for from municipal funds by levying additional assessments, on notice and hearing as provided for the assessments herein made, upon any properties abutting on the improvement but not made, upon any properties abutting on the improvement but not herein assessed for the improvement, when changed conditions relating to such properties make such assessment feasible.

4. To the extent that this improvement benefits nonabutting properties which may be served by the improvement when one or more later extensions or improvements are made, but which are not herein assessed, therefore, it is hereby declared to be the intention of the council, as authorized by Minnesota Statutes Section 420.051, to reimburse the city by adding any portion of the cost so paid to the assessments levied for any of such later extension or improvements.

5. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Seconded by Councilmember Koppen

Ayes - all

I. AWARD OF BIDS

1. Harvester Area Streets, Project 98-10

a. Manager McGuire introduced the staff report and presented the specifics of the report.

Councilmember Allenspach approved the following resolution for award of bids to Forest Lake Contracting, Inc. In the amount of \$676,945.23.

99-05-038  
RESOLUTION FOR AWARD OF BIDS

BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Forest Lake Contracting, Inc. in the amount of \$767,945.23 is the lowest responsible bid for the construction of harvester Area Streets, City Project 98-10, and the mayor and clerk are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the city.

The finance director is hereby authorized to make the financial transfers necessary to implement the financing plan for the project.

TABULATION OF BIDS

Pursuant to due call and notice thereof, a special meeting of the officials designated for a bid opening by the City Council of Maplewood was convened at 10 a.m., May 21, 1999. The purpose of this meeting was to receive, open and publicly read aloud bids for construction of Harvester Area Streets, City Project 98-10

Present were: Assistant City Engineer Chris Cavett, Secretary Judy Chlebeck and Engineering Intern Mike Kuno

Following the reading of the notice of advertisement for bids, the following bids were opened and read:

Bidder	Bid Amount	Bond	Affid.	EEO	ADA	Adden.
Forest Lake Contracting, Inc.	\$ 676,945.23	5%	x	x	x	x
North Valley, Inc.	696,486.16	5%	x	x	x	x
Frattalone Paving, Inc.	725,669.30	5%	x	x	x	x
Tower Asphalt, Inc.	753,024.91	5%	x	x	x	x

Pursuant to prior instruction of the council, the city clerk referred the bids received to the city engineer instructing him to tabulate same and report with his recommendation at the regular city council meeting of May 24, 1999.

Meeting adjourned at 10:05 a.m.

Seconded by Councilmember Carlson

Ayes - all

2. Sewer Rodder Machine

- a. Manager McGuire introduced the staff report and presented the specifics of the report.

Councilmember Carlson awarded the bid to Flexible Pipe Tool Company in the amount of \$33,951.14 including sales tax and declared as surplus property and authorized disposal at state auction of sale Unit Number 618, a 1978 Model RHRS-11, Serial Number F-77290-R, Flexible Pipe Tool Company, sewer rodding machine.

Seconded by Councilmember Koppen

Ayes - all

**J. UNFINISHED BUSINESS**

1. Resolution of Support for Bruentrup Farm Relocation Project

- a. Manager McGuire introduced the staff report.
- b. Assistant to the City Manager Erickson presented the specifics of the report.
- c. Mayor Rossbach asked if anyone wished to speak before the Council regarding this matter. The following persons were heard:

Robert Overby, 1829 Furness Street, representing the Historical Society  
Bill Bruentrup, 988 White Bear Avenue

Councilmember Koppen moved to approve the following resolution:

**99-05-039**

**RESOLUTION SUPPORTING RELOCATION OF BRUENTRUP FARM**

WHEREAS, the Minnesota State Legislature has approved and awarded a \$100,000 grant to the City of Maplewood to help fund the cost of relocating the Bruentrup Farm; and

WHEREAS, the Bruentrup Farm will become the home of the Maplewood Historical Society which will have a 99-year lease with city for \$1 a year with all operation and maintenance costs the responsibility of the Society; and

WHEREAS, the state required that an equal amount in cash or in-kind non-state sources be made of which the Bruentrups have agreed to donate \$100,000 in cash to the project for this match, in addition to the donation of the farm buildings and equipment; and

WHEREAS, the city has agreed to donate the land, engineering, and administration costs; and

WHEREAS, the renovation and restoration of the farm buildings will be completed in an in-kind work agreement with the Minnesota Building Trades Council; and

WHEREAS, the remainder of the costs will be paid for by non-profit and foundation grants, donations, private contributions and other contributions; and

WHEREAS, the city reserves the right to use the Bruentrup Farm as a Nature Center or for programming activities within the Parks and Recreation Department; and

WHEREAS, the Maplewood City Council officially approves the relocation route of the Bruentrup Farm along Lydia Avenue to Ariel Street to County Road D.

NOW, THEREFORE BE IT RESOLVED, that the Maplewood City Council officially approves the Bruentrup Farm Relocation Project and grants permission to move and relocate the farmhouse, barn, granary, windmill and the remaining three buildings, if funding is secured before the move date, to the city's Open Space Land on County Road D.

Seconded by Councilmember Carlson

Ayes - all

Councilmember Carlson moved to extend the June 7th Council/Manager Workshop to 7:30 p.m. for the award of bid for the relocation of the Bruentrup Farm.

**K. NEW BUSINESS**

1. Sign Plan Appeal: Buy & Save, Crown Plaza Center (1700 Rice Street)
  - a. Manager McGuire introduced the staff report.
  - b. Community Development Director Coleman presented the specifics of the report.
  - c. Boardmember Matt Ledvina presented the Community Design Review Board report.
  - d. Mayor Rossbach asked if anyone wished to speak before the Council regarding this matter. The following person was heard:  
 John Dietrich, representing the NASH Finch Company

Councilmember Koppen denied the request by Nash Finch Company that the city revise the comprehensive sign plan for the Crown Plaza shopping center to allow two cabinet-style signs for the Buy-n-Save store. Also, denied the sign alternative of two 50-inch tall individual letter sign requirements being applied at Crown Plaza. These signs would be noticeably different which would be contrary to the purpose and intent of the city's sign code requirement for comprehensive sign plans.

2. Moratorium on Courtesy Bus Bench Applications
  - a. Manager McGuire introduced the staff report.
  - b. City Clerk Guilfoile presented the specifics of the report.

Councilmember Carlson moved to place a moratorium on licensing of Courtesy Benches for 90 days or until the passage of an ordinance regarding bench licensing.

**L. VISITOR PRESENTATIONS**

NONE

**M. COUNCIL PRESENTATIONS**

1. Mini golf proposal behind the golf dome.

Councilmember Carlson moved to send the issue to the Community Design Review Board.

Seconded by Councilmember Allenspach

Ayes - Mayor Rossbach &  
Councilmembers Allenspach  
and Carlson  
Nay - Councilmember Koppen

2. Cable Franchise Agreement - Councilmember Carlson reported that the Franchise Agreement should soon be coming to the Council for a vote in the near future.

3. Mayor' Mailbox - Mayor Rossbach asked for an update from Chief Winger regarding a recent crime in Maplewood.

**N. ADMINISTRATIVE PRESENTATIONS**

1. Referendums - Updates from Hewitt, Guilfoile and Anderson on pending fall election referendums.

**O. ADJOURNMENT**

Councilmember Carlson moved to adjourn at 8:35 P.M.

Seconded by Councilmember Allenspach

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Karen Guilfoile, City Clerk

## AGENDA REPORT

Action by Council:

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

**TO:** City Manager

**FROM:** Sherrie Le, Human Resource Director

**RE:** **POLICE CIVIL SERVICE COMMISSION APPOINTMENT**

**DATE:** June 7, 1999

INTRODUCTION

There is a vacancy on the Civil Service Commission due to the resignation of Robert Dollerschell. This term expires on 12/31/2000. City staff advertised this vacancy in the Maplewood Review, Maplewood In Motion and the St. Paul Pioneer Press. We received applications from several qualified residents.

BACKGROUND

At the June 7, 1999 Council/Manager Workshop, the Mayor and City Council interviewed the top three applicants for the Civil Service Commission and voted on their top two applicants.

RECOMMENDATION

Based on the final tally, it is recommended that the City Council appoint Joseph Zappa to fill the Commission vacancy. He will serve out the term through December 2000.



GIRL SCOUTS

Girl Scout Council  
of St. Croix Valley

400 South Robert Street  
St. Paul, Minnesota 55107  
(651) 227-8835 Voice/TTY  
1-800-845-0787 Voice/TTY  
FAX (651) 227-7533

May 11, 1999

Mayor George Rossbach  
Maplewood City Hall  
1830 E. County Road B  
Maplewood, MN 55109

Dear Mayor Rossbach:

What do Justice Sandra Day O'Connor, Jackie Joyner-Kersey, and Katie Couric have in common? All got their start in Girl Scouting. In fact, recent alumnae searches have verified what we've known for more than 85 years—whether in business, sports, government, science, education, or the arts, Girl Scouting launches leaders in all fields.

It is my pleasure to inform you that 5 young women from your community recently attained an achievement that marks them as leaders of tomorrow. The enclosed roster provides their names and contact information, and indicates which award they have earned.

The Girl Scout Gold Award is the highest award in Girl Scouting. It is available to Senior Girl Scouts in the 9<sup>th</sup> through 12<sup>th</sup> grades. To achieve this leadership award, girls must meet three prerequisites in the areas of leadership, skill development, and career exploration. They must also plan and implement a significant leadership project involving 40 hours of community service over four months. The reach of a Girl Scout Gold Award project is often far, touching the lives of people in our own community, and also in places such as North Dakota and Guatemala.

The Girl Scout Silver Award is the highest achievement that a Cadette Girl Scout (in grades 6-9) may reach in Girl Scouting. Like the Girl Scout Gold Award, the Silver Award focuses on personal development, leadership, and community service.

We hope that you will recognize the Girl Scout Gold and Silver Award recipients in your community by presenting them with a plaque, mailing a certificate or personal letter, or mentioning their accomplishments at your next council meeting. Some cities have chosen to hang a permanent plaque in city hall to commemorate their Girl Scout Gold Award recipients. Plaques such as these can be updated on an annual basis.

Should you have any questions or wish to learn more about leadership opportunities in Girl Scouting, please contact Program Manager Sally Spreeman at the number above. Thank you in advance for your consideration.

Sincerely,

Andrea Specht  
Communications Director

Enclosure





**GIRL SCOUTS**

**Girl Scout Council of St. Croix Valley  
Maplewood Girl Scout Gold and Silver Award Recipients  
May 1999**

We hope that you will find a way to recognize the following young women for their extraordinary achievements in Girl Scouting. To discuss recognition options, please contact Sally Spreeman or Janice Klimek at the Girl Scout Council of St. Croix Valley, 651-227-8835 or 1-800-845-0787.

Recipient Name	Contact Information	Award
Anna Watson	772-1185 729 Belmont Lane E Maplewood, MN 55117	Silver Award
Rebecca Schwantes	600 Price Avenue Maplewood, MN 55117 772-1170	Silver Award
Sarah Knooihuizen	412 Highpoint Curve Maplewood, MN 55119 735-6761	Silver Award
Kristine L Paulfranz	1787 Jackson Street Maplewood, MN 55117 489-3238	Silver Award
Glenda Ruggles	1787 Jackson Street Maplewood, MN 55117 489-3238	Silver Award

# **PROCLAMATION**

*WHEREAS, Kristine L. Paulfranz is a Girl Scout with the Council of St. Croix Valley; and*

*WHEREAS, the Girl Scout Silver Award is the highest achievement that a Cadette Girl Scout (in grades 6-9) may reach in Girl Scouting; and*

*WHEREAS, Kristine L. Paulfranz achieved the Girl Scout Silver Award in 1999, one of five young women residing in Maplewood, also receiving this achievement; and*

*WHEREAS, Kristine L. Paulfranz, through her commitment as a Girl Scout, has contributed significantly to her community; and*

*WHEREAS, the contributions of Kristine L. Paulfranz to her community are recognized by her achievement; her personal development, leadership and community service; and*

*NOW, THEREFORE, BE IT RESOLVED, that I, George Rossbach, as Mayor and on behalf of the City of Maplewood, do hereby congratulate **Kristine L. Paulfranz** for her hard work, dedication, and commitment in earning the honor of the Girl Scout "Silver Award."*

*PROCLAIMED, this 14th day of June 1999.*

  
Mayor George Rossbach

# ***PROCLAMATION***

***WHEREAS***, Sarah Knooihuizen is a Girl Scout with the Council of St. Croix Valley; and

***WHEREAS***, the Girl Scout Silver Award is the highest achievement that a Cadette Girl Scout (in grades 6-9) may reach in Girl Scouting; and

***WHEREAS***, Sarah Knooihuizen achieved the Girl Scout Silver Award in 1999, one of five young women residing in Maplewood, also receiving this achievement; and

***WHEREAS***, Sarah Knooihuizen, through her commitment as a Girl Scout, has contributed significantly to her community; and

***WHEREAS***, the contributions of Sarah Knooihuizen to her community are recognized by her achievement; her personal development, leadership and community service; and

***NOW, THEREFORE, BE IT RESOLVED***, that I, George Rossbach, as Mayor and on behalf of the City of Maplewood, do hereby congratulate ***Sarah Knooihuizen*** for her hard work, dedication, and commitment in earning the honor of the Girl Scout "Silver Award."

***PROCLAIMED***, this 14th day of June 1999.

  
\_\_\_\_\_  
Mayor George Rossbach

# **PROCLAMATION**

***WHEREAS**, Rebecca Schwantes is a Girl Scout with the Council of St. Croix Valley; and*

***WHEREAS**, the Girl Scout Silver Award is the highest achievement that a Cadette Girl Scout (in grades 6-9) may reach in Girl Scouting; and*

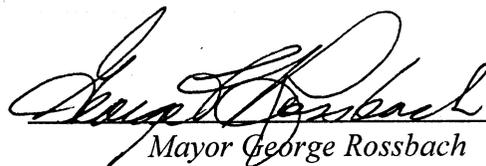
***WHEREAS**, Rebecca Schwantes achieved the Girl Scout Silver Award in 1999, one of five young women residing in Maplewood, also receiving this achievement; and*

***WHEREAS**, Rebecca Schwantes, through her commitment as a Girl Scout, has contributed significantly to her community; and*

***WHEREAS**, the contributions of Rebecca Schwantes to her community are recognized by her achievement; her personal development, leadership and community service; and*

***NOW, THEREFORE, BE IT RESOLVED**, that I, George Rossbach, as Mayor and on behalf of the City of Maplewood, do hereby congratulate **Rebecca Schwantes** for her hard work, dedication, and commitment in earning the honor of the Girl Scout "Silver Award."*

***PROCLAIMED**, this 14th day of June 1999.*

  
\_\_\_\_\_  
Mayor George Rossbach

# PROCLAMATION

*WHEREAS, Anna Watson is a Girl Scout with the Council of St. Croix Valley; and*

*WHEREAS, the Girl Scout Silver Award is the highest achievement that a Cadette Girl Scout (in grades 6-9) may reach in Girl Scouting; and*

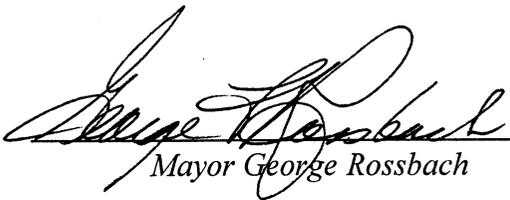
*WHEREAS, Anna Watson achieved the Girl Scout Silver Award in 1999, one of five young women residing in Maplewood, also receiving this achievement; and*

*WHEREAS, Anna Watson, through her commitment as a Girl Scout, has contributed significantly to her community; and*

*WHEREAS, the contributions of Anna Watson to her community are recognized by her achievement; her personal development, leadership and community service; and*

*NOW, THEREFORE, BE IT RESOLVED, that I, George Rossbach, as Mayor and on behalf of the City of Maplewood, do hereby congratulate Anna Watson for her hard work, dedication, and commitment in earning the honor of the Girl Scout "Silver Award."*

*PROCLAIMED, this 14th day of June 1999.*

  
Mayor George Rossbach

# **PROCLAMATION**

***WHEREAS,** Glenda Ruggles is a Girl Scout with the Council of St. Croix Valley; and*

***WHEREAS,** the Girl Scout Silver Award is the highest achievement that a Cadette Girl Scout (in grades 6-9) may reach in Girl Scouting; and*

***WHEREAS,** Glenda Ruggles achieved the Girl Scout Silver Award in 1999, one of five young women residing in Maplewood, also receiving this achievement; and*

***WHEREAS,** Glenda Ruggles, through her commitment as a Girl Scout, has contributed significantly to her community; and*

***WHEREAS,** the contributions of Glenda Ruggles to her community are recognized by her achievement; her personal development, leadership and community service; and*

***NOW, THEREFORE, BE IT RESOLVED,** that I, George Rossbach, as Mayor and on behalf of the City of Maplewood, do hereby congratulate **Glenda Ruggles** for her hard work, dedication, and commitment in earning the honor of the Girl Scout "Silver Award."*

***PROCLAIMED,** this 14th day of June 1999.*

  
Mayor George Rossbach

## AGENDA REPORT

**TO:** City Council  
**FROM:** Finance Director *Stuart*  
**RE:** APPROVAL OF CLAIMS  
**DATE:** June 7, 1999

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

ACCOUNTS  
PAYABLE

\$42,288.59	Checks # 7909 thru #7917 dated 5-14 thru 5-21-99
\$88,808.54	Checks #43805 thru #43902 dated 5-25-99
\$62,821.24	Checks #7918 thru #7923 dated 5-24 thru 5-28-99
\$54,348.21	Checks #43905 thru #44010 dated 6-1-99
\$134,079.30	Checks #7924 thru #7939 dated 5-28 thru 6-4-99
\$262,327.35	Checks #44013 thru #44137 dated 6-8-99
<hr/>	
\$644,673.23	Total Accounts Payable

PAYROLL:

\$300,038.06	Payroll Checks and Direct Deposits dated 5-28-99
\$21,592.21	Payroll Deduction check #72491 thru #72499 dated 5-28-99
<hr/>	
\$321,630.27	Total Payroll
<hr/>	
\$966,303.50	GRAND TOTAL

Attached is a detailed listing of these claims. Please call me at 770-4513 if you have any questions on the attached listing. This will allow me to check the supporting documentation on file if necessary.

hu  
 Attachments

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
7909	05/14/99	190400	DEPT. OF NATURAL RESOURCES	DNR LICENSE FEES PAYABLE	1,107.00	1,107.00
7910	05/14/99	741600	RAMSEY COUNTY-PRRREV	1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	731.48	
				1ST HALF WASTE MGMT FEE	106.42	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	275.75	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	41.19	
				1ST HALF WASTE MGMT FEE	275.75	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	275.75	
				1ST HALF WASTE MGMT FEE	560.70	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	42.82	
				1ST HALF WASTE MGMT FEE	275.75	
				1ST HALF WASTE MGMT FEE	42.82	3,375.20
7911	05/14/99	561050	MINNESOTA UC FUND	1ST QTR UNEMPLOYMENT COMP INS	38.04	38.04
7912	05/18/99	341704	HERITAGE BANK	US SAVINGS BONDS	500.00	500.00
7913	05/19/99	330225	HANGSLEBEN, RICK	MEMORIAL MONEY	174.00	174.00
7914	05/19/99	900200	UNITED PARCEL SERVICE	POSTAGE TO RETURN CARTRIDGE	10.32	10.32
7915	05/19/99	722200	P.E.R.A.	PERA DED PAYABLE-KOPPEN	16.53	
				PERA CONTRIBUTION-KOPPEN	16.53	33.06
7916	05/19/99	722200	P.E.R.A.	PERA DEDUCTION PAYABLE	15,788.14	
				PERA CONTRIBUTIONS	20,305.83	36,093.97
7917	05/21/99	190400	DEPT. OF NATURAL RESOURCES	DNR LICENSE FEES PAYABLE	957.00	957.00
43805	05/25/99		EGER, JULIE	REFUND-HERB BADGER	18.00	18.00
43806	05/25/99		MAPLEWOOD DEV. & CONST. INC.	REFUND-DUPLICATE DEV PMT	63.69	63.69
43807	05/25/99		HERGET, HERMAN	REFUND-AMB 99003714	286.49	286.49
43808	05/25/99		HOLMES, KAREN	REFUND-OVERPMT OF MEMBERSHIP	80.00	80.00
43809	05/25/99		JERRY, BRUCE	REFUND-MASSAGE	51.12	51.12

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
43810	05/25/99		GAYDOS, RUTH	REFUND-OVERPMT ON MEMBERSHIP	40.00	40.00
43811	05/25/99		BANEK, SUSAN	REFUND-MASSAGE	31.95	31.95
43812	05/25/99		ROBERTS, KEN	REFUND-4TH FLOOR HOCKEY	30.00	30.00
43813	05/25/99		BJORK, PHYLLIS	REFUND-OVERPMT OF ROOM RENTAL	20.00	20.00
43814	05/25/99	010480	AAGARD ENVIRONMENTAL SERVICES	RUBBISH REMOVAL	31.59	
				RUBBISH REMOVAL	31.59	
				RUBBISH REMOVAL	31.59	
				RUBBISH REMOVAL	31.59	
				RUBBISH REMOVAL	31.59	157.95
43815	05/25/99	010645	ACTION RADIO & COMM., INC.	REPAIR & MAINT/VEHICLE	776.89	776.89
43816	05/25/99	021225	AMERICAN IRRIGATION & TURF SUP	POLY PIPE,ELBOW,HOSE CLAMP,GLU	43.19	43.19
43817	05/25/99	021700	AMOCO OIL COMPANY	FUEL	35.06	35.06
43818	05/25/99	030310	ANCOM COMMUNICATIONS, INC.	REMOTE SPEAKER MICROPHONE	345.80	
				MINITOR III ALERT MONITOR	555.28	
				6-MINITOR III RADIOS,PROGRAMMI	2,473.20	3,374.28
43819	05/25/99	030660	ANIMAL CONTROL SERVICES, INC.	ANIMAL CONTROL 5/7 - 5/14/99	457.15	457.15
43820	05/25/99	041500	ASPEN MILLS	UNIFORMS-DALY/HEWITT	355.50	355.50
43821	05/25/99	050550	AUBIN, DENNY	LABOR/PARTS FOR WASHERS & DRYERS-FIRE STAT	933.83	933.83
43822	05/25/99	071082	BERGREN, KIRSTEN	MILEAGE REIMBURSEMENT	10.92	10.92
43823	05/25/99	080925	BOARD OF WATER COMMISSIONERS	UTILITIES 1830	48.88	
				UTILITIES 1902	18.11	
				UTILITIES 1177	5.43	
				UTILITIES 1530	18.11	
				UTILITIES 2501	5.43	
				UTILITIES 63	5.43	
				UTILITIES 1685	5.43	
				UTILITIES 1845	5.10	
				UTILITIES 1980	8.50	
				UTILITIES 2100	832.83	953.25
43824	05/25/99	090573	BRAUN INTERTEC CORP.	ENG FEES-MIDVALE PLACE 98-10	2,400.00	2,400.00
43825	05/25/99	110325	CAPITOL COMMUNICATIONS	REPAIR & MAINT/RADIO	40.71	40.71
43826	05/25/99	110850	CATCO	HOSE,FITTINGS,HOSE END,O/RINGS	84.24	84.24
43827	05/25/99	131400	CINCINNATI BELL SUPPLY	MLS 6 BUTTON PARTNER PHONE	220.25	
				SALES TAX PBL. OUT OF STATE	13.00	207.25

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
43828	05/25/99	131500	CITY AUTO GALSS	RPR WINDSHIELD-CHIEF 1 CAR	55.00	55.00
43829	05/25/99	131615	CITY WIDE RADIO INC.	REPAIR & MAINT/RADIO	660.00	660.00
43830	05/25/99	151855	CONSTRUCTION BULLETIN MAGAZINE	AD FOR BIDS-PROJECT 98-10	266.80	266.80
43831	05/25/99	170200	CUB FOODS-MAPLEWOOD EAST	POP FOR AIR 1	15.26	15.26
43832	05/25/99	170900	D & D TOWING SERVICE INC.	TOW FOR SQUAD 941	47.93	47.93
43833	05/25/99	180150	D.F. CAMPBELL CONSTRUCTION	1016 LAKEWOOD DR S 1016 LAKEWOOD DR S	1,000.00 78.90	1,078.90
43834	05/25/99	200525	DICK BLICK	FOAM CORE	10.10	10.10
43835	05/25/99	210300	DOREE, KURT	REIMBURSEMENT-EMT BOOKS	63.13	63.13
43836	05/25/99	230900	DANKA OFFICE IMAGING CO.	DUPLICATING COSTS-APRIL DUPLICATING COSTS-APRIL DUPLICATING COSTS-APRIL DUPLICATING COSTS-APRIL DUPLICATING COSTS-APRIL DUPLICATING COSTS-APRIL DUPLICATING COSTS-APRIL DUPLICATING COSTS-APRIL DUPLICATING COSTS-APRIL	30.06 30.06 .99 38.84 80.91 71.91 17.15 33.08 80.42 66.58	450.00
43837	05/25/99	235000	ELK RIVER CONCRETE PRODUCTS	ADJUSTING RING	41.00	41.00
43838	05/25/99	240375	EMERGENCY APPARATUS MAINT.	RPR & MAINT/M4 RPR & MAINT/M2 RPR & MAINT/M3 RPR & MAINT/M7	165.00 166.62 166.62 166.62	664.86
43839	05/25/99	240380	EMERGENCY AUTOMOTIVE TECH, INC	REPLACE SIREN SPEAKER-SQD 941	183.00	183.00
43840	05/25/99	260255	FACTORY MOTOR PARTS COMPANY	BRAKE ROTORS	158.86	158.86
43841	05/25/99	260656	FIRE EQUIPMENT SPECIALTIES, IN	200' HOSE FOR STATION 4 200' HOSE FOR STATION 1 MSA TEST EQUIPMENT	414.98 414.98 189.09	1,019.05
43842	05/25/99	300500	G & K SERVICES	UNIFORMS & CLOTHING UNIFORMS & CLOTHING UNIFORMS & CLOTHING UNIFORMS & CLOTHING	85.50 191.18 38.71 25.07	340.46
43843	05/25/99	300550	GE CAPITAL	KODAK COPIER LEASE PMT-APRIL KODAK COPIER LEASE PMT-APRIL KODAK COPIER LEASE PMT-APRIL	35.29 35.29 1.26	

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
				KODAK COPIER LEASE PMT-APRIL	45.59	
				KODAK COPIER LEASE PMT-APRIL	94.99	
				KODAK COPIER LEASE PMT-APRIL	84.23	
				KODAK COPIER LEASE PMT-APRIL	20.13	
				KODAK COPIER LEASE PMT-APRIL	38.83	
				KODAK COPIER LEASE PMT-APRIL	94.42	
				KODAK COPIER LEASE PMT-APRIL	78.29	528.32
43844	05/25/99	302950	GLOCK, INC.	TUITION-ARMORER'S SCHOOL-RYAN	85.00	85.00
43845	05/25/99	310250	GOODYEAR AUTO SERVICE CENTER	ALIGNMENT-SQUAD 941	40.56	40.56
43846	05/25/99	310710	GOPHER STATE ONE-CALL, INC.	APRIL 1999 SERVICE	178.50	178.50
43847	05/25/99	320265	GRAFIX SHOPPE	MARKINGS FOR M4	1,190.00	1,190.00
43848	05/25/99	320620	GUILFOILE, KAREN	RETREAT EXPENSE REIMBURSEMENT	137.46	137.46
43849	05/25/99	370075	HUGO'S TREE CARE	STREET TREE TRIMMING	101.18	101.18
43850	05/25/99	370076	HUGHES & COSTELLO	APRIL LEGAL SERVICE	639.25	639.25
43851	05/25/99	370100	HUTCHINSON, ANN	REIMBURSEMENT-PROGRAM SUPPLIES	126.64	
				REIMBURSEMENT-FILM PROCESSING	7.60	
				REIMBURSEMENT-MILEAGE	28.20	162.44
43852	05/25/99	380819	IOS CAPITAL	COPIER LEASE 5/24 - 6/23	241.38	
				COPIER LEASE 5/24 - 6/23	60.35	301.73
43853	05/25/99	400785	JAGOE, CAROL	REIMBURSEMENT-PARKING/MILEAGE	19.60	19.60
43854	05/25/99	401670	JOLLY TYME FAVORS	5 BAGS OF BALLOON TIES	92.29	92.29
43855	05/25/99	410370	KATH COMPANIES	RED & BLACK PAINT	32.24	
				BRAKE SET, BRAKE PADS	141.73	173.97
43856	05/25/99	420150	KINKO'S CUSTOMER ADM SERVICES	CARD STOCK-POST CARD NOTICES	31.95	31.95
43857	05/25/99	430300	KNOWLAN'S SUPER MARKETS, INC.	STRAW, BATTERIES, CIDER, COFFEE	23.69	23.69
43858	05/25/99	450140	L.T.G. POWER EQUIPMENT	CAP ASM, SPACER	55.79	
				SPACER-DECK WHEEL	58.49	114.28
43859	05/25/99	470700	LILLIE SUBURBAN NEWSPAPERS	PUBLIC NOTICES	60.41	60.41
43860	05/25/99	500651	M.R.P.A.	MRPA TEAM REG-131 SOFTBALL TMS	2,358.00	2,358.00
43861	05/25/99	510500	MAPLEWOOD BAKERY	BIRTHDAY CAKES	192.50	192.50
43862	05/25/99	530501	MENARDS	ROPE, BOLTS, WASHERS, NUTS, CONCRE	80.66	
				CREDIT-CONCRETE MIX	5.28	

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
				PSI PREMIX CONCRETE	6.92	82.30
43863	05/25/99	542200	3M	TRAFFIC CONTROL MATERIALS TRAFFIC CONTROL MATERIALS	1,049.10 10,753.88	11,802.98
43864	05/25/99	542455	MINNESOTA SHREDDING LLC	DOCUMENT DESTRUCTION	59.94	59.94
43865	05/25/99	610200	MULCAHY, INC.	LABOR/MAT-COUNCIL CHAMBER WIND	1,147.00	1,147.00
43866	05/25/99	630030	NFL ELECTRIC COMPANY INC.	REMOVE/REPLACE SERV DISC SWITC	679.00	679.00
43867	05/25/99	630638	NATIONAL CAMERA EXCHANGE	POLAROID PASSPORT FILM	276.21	276.21
43868	05/25/99	660020	NOKER, RONALD	PLAN REVIEW SERVICES-MAR 23	75.00	75.00
43869	05/25/99	660180	NORTH METRO AUTOMOTIVE	RFR TO M1	324.84	324.84
43870	05/25/99	660900	NORTH STAR TURF, INC.	AXLE ASSY-JAC KNOB-JAC	460.30 17.69	477.99
43871	05/25/99	661600	NORTHERN TOOL & EQUIPMENT CO.	BRASS PLUG,PRESSURE WASHER COU GLOVES,TIE DOWN	7.97 92.29	100.26
43872	05/25/99	661755	NORTHERN STATES POWER	UTILITIES 1830 UTILITIES 1830	1,580.41 8,169.33	9,749.74
43873	05/25/99	691300	OPTICON INC.	CONTRACT PMT-PROJECT 97-16 CONTRACT PMT-PROJECT 97-16	4,364.28 2,997.29	7,361.57
43874	05/25/99	711400	PETSMART	FISH FOOD	28.72	28.72
43875	05/25/99	711652	PIERCE, SCOTT	REIMBURSEMENT FOR HELMET PURCH	159.72	159.72
43876	05/25/99	712115	POLAR CHEV, GEO, MAZDA	REPAIR & MAINT/VEHICLE	823.79	823.79
43877	05/25/99	720500	PORTABLE COMPUTER SYSTEMS, INC	18 LEDCO ADAPTER PLATES	468.00	468.00
43878	05/25/99	720595	POST BOARD	PEACE OFFICER LIC-OLSON&LANDME	180.00	180.00
43879	05/25/99	741200	RAINBOW FOODS	PROGRAM SUPPLIES	43.51	43.51
43880	05/25/99	762175	ROSEVILLE RADIO	REPAIR & MAINT/RADIO	60.00	60.00
43881	05/25/99	780300	S&T OFFICE PRODUCTS INC.	ELECTION SUPPLIES SUPPLIES - OFFICE SUPPLIES - OFFICE	262.14 93.89 26.54	382.57
43882	05/25/99	780600	SAM'S CLUB DIRECT	MDSE FOR RESALE-SNACK BAR	174.21	174.21
43883	05/25/99	790104	SCHOENECKE, TOM	REIMBURSEMENT-WASHER/DRYER PAR	180.89	180.89

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
43884	05/25/99	800075	SEARS	RIVETER,SABRE BLADES	46.31	46.31
43885	05/25/99	810620	SHORTREED, MICHAEL	LUNCHES AT MEDIC SCHOOL	27.13	27.13
43886	05/25/99	840403	ST. PAUL, CITY OF	FIRE PROTECT CONT 1/1 - 3/31 PARAMEDIC SUPPLIES	2,662.50 533.05	3,195.55
43887	05/25/99	841100	ST.PAUL STAMP WORKS	BLACK RE-INKING FLUID	16.34	16.34
43888	05/25/99	843575	STREICHER'S	SERT TEAM SUPPLIES	109.25	109.25
43889	05/25/99	860690	TAUBMAN, DOUGLAS J.	MILEAGE REIMBURSEMENT	65.41	65.41
43890	05/25/99	861669	THE MOBILE PHONE COMPANY	RFR TO DC 1 CAR PHONE	55.00	55.00
43891	05/25/99	871600	TOUSLEY FORD, INC.	HOSE ASY	7.84	7.84
43892	05/25/99	880450	TRANSPORTATION SUPPLIES, INC.	10 PC LATE MODEL SET,BOOSTER P	366.75	366.75
43893	05/25/99	880501	TREADWAY GRAPHICS	T-SHIRTS FOR DARE	270.30	270.30
43894	05/25/99	880800	TRUCK UTILITIES MFG.	HOSE END,HOSE	24.50	24.50
43895	05/25/99	900100	UNIFORMS UNLIMITED	UNIFORMS & CLOTHING BADGES FOR OFFICERS UNIFORMS & CLOTHING UNIFORMS & CLOTHING	172.08 797.95 126.32 30.48 150.25 59.96 129.54 9.49 14.38 39.25 19.65 101.25 73.80	1,724.40
43896	05/25/99	900180	U.S. POSTAL SERVICE	REPLENISH POSTAGE METER	3,000.00	3,000.00
43897	05/25/99	901300	UPPER MIDWEST SALES CO.	WIPER SCRIM POP-UP BOX TOWELS	154.63	154.63
43898	05/25/99	910450	VALLEY TROPHY	ESSAY PLAQUES-DARE	110.55	110.55
43899	05/25/99	910500	VASKO RUBBISH REMOVAL	RUBBISH REMOVAL-RECYCLING DAY REMOVAL OF BOARDWALK LUMBER REMOVAL OF OPEN SPACE RUBBISH	21,054.91 517.00 241.00	21,812.91
43900	05/25/99	941500	WHITE BEAR LAKE RESERVE UNIT	RESERVE TRAINING	450.00	450.00
43901	05/25/99	970700	YOCUM OIL CO.	FUEL FOR M1	12.11	12.11
43902	05/25/99	980195	ZARNOTH BRUSH WORKS, INC.	ELGIN BROOM REFILL,GUTTER BROD	784.37	784.37
TOTAL CHECKS						131,097.13

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
7918	05/24/99	541440	MINN. STATE TREASURER STAX	APRIL SURTAX APRIL SURTAX RETAINER	916.04 25.00	891.04
7919	05/26/99	531660	METROPOLITAN COUNCIL	APRIL SAC APRIL SAC RETAINER	4,200.00 42.00	4,158.00
7920	05/25/99	890900	U.S.WEST COMMUNICATIONS	PAY PHONES PAY PHONES	191.23 138.85	330.08
7921	05/27/99	260270	FALLS AUTOMOTIVE, INC. & GMAC	2 1999 DODGE RAM C/C 4X4 TRUCK	55,915.12	55,915.12
7922	05/27/99	630018	NCPERS GROUP LIFE INS	PERA LIFE INSURANCE	237.00	237.00
7923	05/28/99	190400	DEPT. OF NATURAL RESOURCES	DNR LICENSE FEES PAYABLE	1,290.00	1,290.00
TOTAL CHECKS						62,821.24

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
43905	06/01/99		ICKSTADT, JEAN	REFUND-PUPPET SHOW	3.00	3.00
43906	06/01/99		BLUE CROSS/BLUE SHIELD OF MN	REFUND-AMB 99001669	243.11	243.11
43907	06/01/99		MEDICA HEALTH PLAN ACCTG	REFUND-AMB 99002982	404.60	404.60
43908	06/01/99		BEST BUY HEADQUARTERS	REFUND-OVERPMT ON FALSE ALARM	90.00	90.00
43909	06/01/99		DANG, LOI	REFUND-PASSPORT PHOTO	20.00	20.00
43910	06/01/99		OH, SOO-YEAN	REFUND-PROGRAM FEES	40.00	40.00
43911	06/01/99		HEJNY, DOROTHY	REFUND-MEMBERSHIP RENEWAL	113.13	113.13
43912	06/01/99		PUENTE, LORENZO	REFUND-OVERPMT ON MEMBERSHIP	200.00	200.00
43913	06/01/99	010467	AT & T WIRELESS SERVICES	CELLULAR SERVICE	340.01	340.01
43914	06/01/99	020158	AFFORDABLE OFFICE FURNITURE	PENCIL HOLDERS,PENCIL DRAWERS LABOR-PANEL CHANGE OUT	82.01 57.75	139.76
43915	06/01/99	020405	AIRGAS NORTH CENTRAL	MEDICAL OXYGEN	184.26	184.26
43916	06/01/99	020870	ALLIED MEDICAL ACCTS CONTROL	COMMISSIONS-COLLECTION AGENCY	31.50	31.50
43917	06/01/99	020900	ALL MAIN STREET ELECTRIC	WIRE IN 2 EXIT LITES-FW BLDG LOCATE WIRES-LIGHT POLE AT MCC	290.00 90.00	380.00
43918	06/01/99	020955	ALPINE INDUSTRIES INC.	3 AIR PURIFIERS	2,121.58	2,121.58
43919	06/01/99	030310	ANCOM COMMUNICATIONS, INC.	2 MINITOR III ALERT MONITORS	918.86	918.86
43920	06/01/99	030380	ANDERSON, CAROLE	REIMBURSEMENT-MILEGE	14.28	14.28
43921	06/01/99	030660	ANIMAL CONTROL SERVICES, INC.	ANIMAL CONTROL 5/15 - 5/21/99	619.38	619.38
43922	06/01/99	060400	BACHMAN'S CREDIT DEPT.	HANGING BASKETS,POTS,WAND GERANIUM POTS,CANALA LILLY	152.23 154.22	306.45
43923	06/01/99	061906	BAUER BUILT	ST-175-80D13 TIRE	38.54	38.54
43924	06/01/99	110325	CAPITOL COMMUNICATIONS	REPAIR & MAINT/RADIO	40.71	40.71
43925	06/01/99	110470	CARLE, JEANETTE	REIMBURSEMENT-MILEAGE REIMBURSEMENT-PARKING	14.56 13.00	27.56
43926	06/01/99	110495	CARSONITE INTERNATIONAL CORP.	POST DRIVER	91.85	91.85
43927	06/01/99	150873	COMMERCIAL PLASTICS & SUPPLY	MAINTENANCE MATERIALS	62.71	62.71
43928	06/01/99	151385	COMPUTER REPLAY	SEAGATE 6.5 GB DRIVE	142.71	142.71

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
43929	06/01/99	170250	CUSTOM FIRE APPARATUS, INC.	RFR & MAINT/E4	175.00	175.00
43930	06/01/99	190250	DEPT OF LABOR & INDUSTRY,CAIS	BOILER LICENSE-LYLE SWANSON	25.00	25.00
43931	06/01/99	230220	EDI CO.	HP 710C PRINTER HPLJ4000TN PRINTER 2 HP 710C PRINTERS INTEL NETPORTEXPRESS 3 PORT	207.68 1,650.75 415.35 299.98	2,573.76
43932	06/01/99	240375	EMERGENCY APPARATUS MAINT.	RFR & MAINT/M1	165.00	165.00
43933	06/01/99	250180	ERICSON, MICHAEL A	REIMBURSEMENT-MEALS REIMBURSEMENT-TELEPHONE REIMBURSEMENT-LODGING REIMBURSEMENT-MILEAGE	15.00 7.50 108.56 84.00	215.06
43934	06/01/99	250503	FBI.NAA NORTHWEST CHAPTER	REGISTRATION-1999 RETRAINING	150.00	150.00
43935	06/01/99	260290	FARMER BROS. CO.	COFFEE	169.60	169.60
43936	06/01/99	300500	G & K SERVICES	UNIFORMS & CLOTHING UNIFORMS & CLOTHING UNIFORMS & CLOTHING UNIFORMS & CLOTHING	63.01 83.18 38.71 25.07	209.97
43937	06/01/99	302930	GLOBAL COMPUTER SUPPLIES	DYNA POINT TOUCHPAD KEYBOARD	51.22	51.22
43938	06/01/99	330679	HEALTHEAST	MEDICAL LAB WORK	52.50	52.50
43939	06/01/99	340601	HENNEPIN TECHNICAL COLLEGE	AIKI-TACTICS PERS PROT PROG	1,500.00	1,500.00
43940	06/01/99	390150	INDUSTRIAL SUPPLY CO., INC.	BELTS B-96 FOR A/C UNIT	61.72	61.72
43941	06/01/99	400805	JASPERSON HOMES	2022 EDMONT ST N 2022 EDMONT ST N	1,000.00 123.42	1,123.42
43942	06/01/99	410370	KATH COMPANIES	CAP, ROTOR BRAKE CLEANER	17.34 12.72	30.06
43943	06/01/99	410430	KEMP, PAUL	PIANO TUNING & REPAIR	110.00	110.00
43944	06/01/99	420150	KINKO'S CUSTOMER ADM SERVICES	LAMINATE TRAINING SUPPLIES	17.57	17.57
43945	06/01/99	430350	GECC/KNQX LUMBER	MAINTENANCE MATERIALS	106.16	106.16
43946	06/01/99	440100	KREMER SPRING & ALIGNMENT	RFR & MAINT/FORD L8000 #536	876.37	876.37
43947	06/01/99	450185	LABOR ALL	JANITORIAL SERVICES JANITORIAL SERVICES	411.84 411.84	823.68
43948	06/01/99	459500	LARRY'S LIVE BAIT & SPORTING	20 BOXES BUCKSHOT	84.99	84.99

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
43949	06/01/99	460000	LE, SHERRIE L	REIMBURSEMENT-TELEPHONE	12.35	12.35
43950	06/01/99	460452	LEAGUE OF MINN. CITIES	LMC 1999 DIRECTORY	31.32	31.32
43951	06/01/99	470700	LILLIE SUBURBAN NEWSPAPERS	PUBLIC NOTICES	252.23	252.23
43952	06/01/99	500025	M-R SIGN CO., INC.	REMOVE REFLECTIVE SHEETING	888.70	888.70
43953	06/01/99	500305	MADD-MN STATE OFFICE	MADD CAR DISPLAY-MALL EXPO	125.00	125.00
43954	06/01/99	501225	MAC QUEEN EQUIPMENT	SAND NOZZLE	187.44	187.44
43955	06/01/99	510500	MAPLEWOOD BAKERY	CUPCAKES,DONUTS,MUFFINS,COOKIE	739.57	739.57
43956	06/01/99	530500	MENARDS	LINSEED OIL,SCREWS	26.68	26.68
43957	06/01/99	530501	MENARDS	PVC COUPLING,PVC CAP,PVC PIPE	66.19	66.19
43958	06/01/99	530560	MERIT CHEVROLET	CORE EXCHANGE CORE RETURN	1,437.75 266.25	1,171.50
43959	06/01/99	530730	METRO ATHLETIC SUPPLY	SOCCER BALLS,BATS,MASKS,CHEST SOCCER BALLS,BATS,MASKS,CHEST SOCCER BALLS,BATS,MASKS,CHEST SOCCER BALLS,BATS,MASKS,CHEST	110.25 205.13 500.90 73.85	890.13
43960	06/01/99	540175	MIDWEST COCA-COLA BOTTLING CO.	POWERADE,CHERRY COKE,SPRITE,DI COKE CLASSIC,DIET COKE,SPRIT,C ICE TEA,JUICE,POWERADE,FOP,CO2	120.95 202.00 387.00	709.95
43961	06/01/99	540480	MIKE'S LP GAS & R.V. SERVICE	LP REFILL	7.00	7.00
43962	06/01/99	542345	MINNESOTA PHOTO	FILM PROCESSING SLIDES-DARE SLIDES-DARE	6.66 13.63 6.38	26.67
43963	06/01/99	570090	MOGREN BROS.	42 ROLLS SOD 5 YDS BLACK DIRT	89.46 58.58	148.04
43964	06/01/99	620600	MUSKA LIGHTING CENTER	LAMPS	22.37	22.37
43965	06/01/99	630010	NADSC	1 YR SUB TO USED CAR GUIDE	52.00	52.00
43966	06/01/99	630011	NAPA	GREASE	85.16	85.16
43967	06/01/99	630630	NAT'L ADVERTISERS ACCTG, INC.	ADVERTISING 6/1 THRU 6/4/99	182.00	182.00
43968	06/01/99	640830	NEXT CENTURY TECHNOLOGIES, INC	RPR & MAINT/NETWORK SERVER	488.75	488.75
43969	06/01/99	660800	NORTH ST. PAUL CITY OF	UTILITIES 1902 UTILITIES 2100	1,621.48 218.29	



VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
43981	06/01/99	780300	S&T OFFICE PRODUCTS INC.	SUPPLIES - OFFICE	112.96	
				SUPPLIES - OFFICE	11.43	
				SUPPLIES - OFFICE	50.74	
				PENS, STAPLES	70.22	
				DATE STAMP	28.95	274.30
43982	06/01/99	780600	SAM'S CLUB DIRECT	MDSE FOR RESALE-SNACK BAR	59.76	
				MDSE FOR RESALE-SNACK BAR	125.36	
				SNACKS/POP FOR VENDING MACHINE	198.01	
				MDSE FOR RESALE-SNACK BAR	214.25	597.38
43983	06/01/99	800450	SERVICE ENVIRONMENTAL & ENG	PROFESSIONAL SERV-MPLWD DUMP	2,805.52	2,805.52
43984	06/01/99	810620	SHORTREED, MICHAEL	REIMBURSEMENT-LUNCHES/MEDIC SC	22.05	22.05
43985	06/01/99	820208	SIGNS BY NORTHLAND	ROOM SIGN-GAYLE BAUMAN	37.05	37.05
43986	06/01/99	820460	SLABA, JACLEE	POSTER-LEE RAY HAWKINS	50.00	50.00
43987	06/01/99	820505	SMITH, SANDY	REIMBURSEMENT-MILEAGE	16.80	16.80
43988	06/01/99	820600	SNAP-ON TOOLS	IM600 1/2" IMPACT	264.39	264.39
43989	06/01/99	840403	ST. PAUL, CITY OF	CONTRACT PMT-PROJ 96-12	1,600.00	
				CONTRACT PMT-PROJ 96-12	685.60	
				CRIME LAB SERVICES-APRIL	550.00	2,835.60
43990	06/01/99	850676	SURE STOP FLOOR SAFETY, INC.	FLOOR TREATMENT-MCC POOL	325.00	325.00
43991	06/01/99	851575	SYSTEMS SUPPLY, INC.	HP DESKJET/DESIGNJET INK CART	56.96	
				HP DESIGNJET INK CARTRIDGES	93.17	150.13
43992	06/01/99	860080	T.A. SCHIFSKY & SONS, INC	BITUMINOUS MATERIALS	1,439.56	1,439.56
43993	06/01/99	860305	T.J.T. - SHIRTS	BIRTHDAY T-SHIRTS	155.50	155.50
43994	06/01/99	860410	TSE, INC.	JANITORIAL SERVICES	605.34	605.34
43995	06/01/99	860720	TAYLOR SALES, INC.	RPR OF YOGURT MACHINE	127.83	127.83
43996	06/01/99	860725	TAYLOR TECHNOLOGIES, INC.	PHONE SUPPORT-APRIL	259.20	259.20
43997	06/01/99	862700	TIERNEY BROTHERS INC.	SCREEN FOR ROOM D	288.57	
				SLIDE PROJECTOR/REMOTE RENTAL	78.30	366.87
43998	06/01/99	880400	TRACY/TRIPP FUELS	7000 GAL #1 UNLEADED GASOLINE	5,460.78	5,460.78
43999	06/01/99	890600	U.H.L. CO. INC.	HEAT VALVES	102.90	102.90
44000	06/01/99	890910	US WEST DEX	YELLOW PAGE ADVERTISING	99.50	99.50

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
44001	06/01/99	900100	UNIFORMS UNLIMITED	UNIFORMS & CLOTHING	28.35	28.35
44002	06/01/99	900225	UNITED RENTALS, INC.	ASPHALT BLADE	311.01	311.01
44003	06/01/99	900390	UNIVERSITY OF MINNESOTA	CONF REG-J HORSNELL & A HUTCHI	96.00	96.00
44004	06/01/99	901300	UPPER MIDWEST SALES CO.	SUPPLIES - JANITORIAL SUPPLIES - JANITORIAL SUPPLIES - JANITORIAL SUPPLIES - JANITORIAL	298.79 98.27 384.77 15.24	797.07
44005	06/01/99	910500	VASKO RUBBISH REMOVAL	RUBBISH REMOVAL RUBBISH REMOVAL RUBBISH REMOVAL	431.55 242.35 537.94	1,211.84
44006	06/01/99	912100	VIRTUE PRINTING	BLDG PERMITS/BLUE INSPECTION C	327.50	327.50
44007	06/01/99	931300	WALSH, WILLIAM P.	COMMERCIAL PLUMBING INSPECTION DEFERRED REVENUE -PLBG.PERMIT PLUMBING	146.00 182.50 182.50	146.00
44008	06/01/99	940570	WESCO	MOTOR CTRL BOILER PUMP-PD	228.65	228.65
44009	06/01/99	960450	XEROX CORPORATION	TONER CARTRIDGES	303.53	303.53
44010	06/01/99	970780	YORK BARBELL COMPANY	AEROBIC RACKS,COLLAR SETS	429.25	429.25
TOTAL CHECKS						54,348.21

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
7924	05/28/99	300901	GFOA	BOOKS SALES TAX PBL. OUT OF STATE	77.37 4.42-	72.95
TOTAL CHECKS						72.95

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
7925	06/01/99	943500	WISCONSIN DEPT. OF REVENUE	WISCONSIN SWT-MAY 1999	877.89	877.89
7926	06/01/99	550150	MN BENEFIT ASSOCIATION	A/R INSURANCE CONTINUANCE HCMA DEDUCTION PAY	141.76 25.87	167.63
7927	06/01/99	330680	HEALTHPARTNERS	HCMA DEDUCTION PAY HEALTH-LIFE-DENTAL INS. A/R INSURANCE CONTINUANCE	4,146.68 17,442.97 3,266.70	24,856.35
7928	06/01/99	530100	MEDICA CHOICE	HCMA DEDUCTION PAY HEALTH-LIFE-DENTAL INS. A/R INSURANCE CONTINUANCE	3,877.44 20,619.56 2,950.20	27,447.20
7929	06/01/99	551100	MN MUTUAL LIFE INSURANCE	HCMA DEDUCTION PAY LIFE INSURANCE PAYABLE HEALTH-LIFE-DENTAL INS. A/R INSURANCE CONTINUANCE	298.40 1,062.90 876.95 234.21	2,472.46
7930	06/01/99	280200	FORTIS BENEFITS INSURANCE CO.	L.T.D. INSURANCE	1,974.15	1,974.15
7931	06/01/99	320293	GREAT-WEST LIFE & ANNUITY INS	MAY 1999 PREMIUM	624.72	624.72
7932	06/02/99	842500	STATE OF MINNESOTA	TRAINING REG-K RABBETT	25.00	25.00
7933	06/02/99	061100	BANNIGAN & KELLY P.A.	APRIL 1999 LEGAL SERVICES	7,071.35	7,071.35
7934	06/02/99	541400	MINN. STATE TREASURER	STATE DRIVERS LIC FEES PAYABLE	817.25	817.25
7935	06/02/99	541400	MINN. STATE TREASURER	MOTOR VEH LIC FEES PAYABLE	29,581.75	29,581.75
7936	06/02/99	190400	DEPT. OF NATURAL RESOURCES	DNR LICENSE FEES PAYABLE	957.00	957.00
7937	06/02/99	722200	P.E.R.A.	PERA DEDUCTION PAY-KOPPEN PERA CONTRIBUTION-KOPPEN	16.53 16.53	33.06
7938	06/02/99	722200	P.E.R.A.	PERA DEDUCTION PAYABLE PERA CONTRIBUTIONS	15,839.87 20,388.67	36,228.54
7939	06/04/99	190400	DEPT. OF NATURAL RESOURCES	DNR LICENSE FEES PAYABLE	872.00	872.00
44013	06/08/99		MOORE, COSTELLO & HART TRUST	REFUND-AMB 98017681	611.35	611.35
44014	06/08/99		CENTRAL STATES	REFUND-AMB 99001053	257.28	257.28
44015	06/08/99		NIELSEN, ROBERT	AMB 99003381	154.54	154.54
44016	06/08/99		GIESEN, IRENE	REFUND-AMB 99004261	363.10	363.10
44017	06/08/99		MAYER, JEAN	REFUND-AMB 99002804	371.51	371.51
44018	06/08/99		UNITED HEALTH CARE (MEDICARE)	REFUND-AMB 98018696	208.10	208.10

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
44019	06/08/99		BIGGINI, LEN	REFUND-SOCCER	30.00	30.00
44020	06/08/99		GREALISH, ANGIE	REFUND-YOUTH SOFTBALL	40.00	40.00
44021	06/08/99		REICH, LINDA	REFUND-YOUTH SOFTBALL	45.00	45.00
44022	06/08/99		BOROS, DEBBIE	REFUND-YOUTH SOCCER	30.00	30.00
44023	06/08/99		HERUTH, PAM	REFUND-SWIM	38.00	38.00
44024	06/08/99		VAUGH, MATTIE	REFUND-AQUATIC PROGRAM	5.00	5.00
44025	06/08/99	010440	A.P.W.A.	APWA CONF REG-L LUNDSTEN	435.00	435.00
44026	06/08/99	010463	A T & T	LONG DISTANCE TELEPHONE LONG DISTANCE REIMBURSEMENT	132.94 21.77	154.71
44027	06/08/99	010467	AT & T WIRELESS SERVICES	CELLULAR PHONE CELLULAR PHONE CELLULAR PHONE	150.28 11.39 11.39	173.06
44028	06/08/99	010575	ACE HARDWARE	TROWELS MAINTENANCE MATERIALS SUPPLIES - EQUIPMENT	15.26 452.79 466.88	934.93
44029	06/08/99	010650	ACTIVE COMMUNICATIONS	VOICE MAIL-NATURE CENTER VOICE MAIL-MALL OFFICE ACTIVATION FEE-MALL OFFICE	28.60 28.60 20.00	77.20
44030	06/08/99	010775	ADOLPH KIEFER & ASSOCIATES	RESCUE TUBES	257.28	257.28
44031	06/08/99	020150	AERIAL COMMUNICATIONS	CELLULAR PHONE	125.82	125.82
44032	06/08/99	020411	AIRTOUCH CELLULAR, BELLEVUE	CELLULAR PHONE CELLULAR PHONE CELLULAR PHONE CELLULAR PHONE CELLULAR PHONE	60.74 30.52 8.14 49.19 46.07	194.66
44033	06/08/99	021200	AMERICAN FASTENER OF MN, INC.	HEX NUT,WASHER,HEX CAP	53.93	53.93
44034	06/08/99	021250	AMERIPRIDE LINEN & APPAREL SER	MATS-PUBLIC WORKS MATS-POLICE	15.98 36.69	52.67
44035	06/08/99	030660	ANIMAL CONTROL SERVICES, INC.	ANIMAL CONTROL 5/22 - 5/31/99	1,037.13	1,037.13
44036	06/08/99	031905	AQUA LOGIC, INC.	POOL CHEMICALS	1,088.00	1,088.00
44037	06/08/99	060100	BCA/TRAINING & DEVELOPMENT	TUITION-K RABBITT	120.00	120.00
44038	06/08/99	061906	BAUER BUILT	MISC WHEEL WEIGHTS	41.05	

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
				TIRES	145.24	186.29
44039	06/08/99	070100	BEARCOM	RAPID RATE CHARGER	66.88	66.88
44040	06/08/99	070445	BELDE, STAN	REIMBURSEMENT-LUNCH	7.37	7.37
44041	06/08/99	071082	BERGREN, KIRSTEN	REIMBURSEMENT-MILEAGE	2.80	2.80
44042	06/08/99	071150	BESETH, GORDON	REIMBURSEMENT-MILEAGE	72.24	72.24
44043	06/08/99	071350	BETTENDORF ROHRER KNOCHE WALL	APPRAISAL SERVICES-HENRY LANE	2,500.00	2,500.00
44044	06/08/99	071600	BITUMINOUS ROADWAYS, INC.	BIT RESURFACING-FIRE STAT #4	13,385.00	13,385.00
44045	06/08/99	090620	BREDEMUS HARDWARE	DOOR STOPS	8.52	8.52
44046	06/08/99	090795	BROCK WHITE COMPANY, LLC.	6-10K 50 LB BAGS GROUT	57.35	57.35
44047	06/08/99	101500	BURNETT, BETH & MORLEY	RFR & MAINT/AEROBIC STEREO CASSETTE DESK/AEROBIC STEREO	207.00 560.00	767.00
44048	06/08/99	130240	CHAMPLAIN PLANNING PRESS, INC.	SUBSCRIPTION TO PLAN COMM JRNL	80.00	80.00
44049	06/08/99	132410	COPY SERVICE CORP.	COPY CHARGE	143.22	143.22
44050	06/08/99	161130	CRAMER BUILDING SERVICES	REPAIRS & MTNCE./EQUIPMENT	1,866.25	1,866.25
44051	06/08/99	180235	DOER/1999 FOOD IRRADIATION CON	CONF REGISTRATION-B WENGER	65.00	65.00
44052	06/08/99	181852	DAVIS LOCK & SAFE	KEYS CUT,CYLINDERS REKEYED KEYS CUT,CYLINDERS REKEYED LOCK RFR & PARTS KEYS PADLOCKS	23.16 61.95 20.00 12.78 246.74	364.63
44053	06/08/99	190400	DEPT. OF NATURAL RESOURCES	MPLWD DEER SURVEY RESEARCH PLO	850.00	850.00
44054	06/08/99	190501	DEPT. OF PUBLIC SAFETY	HAZARDOUS CHEMICAL INVENT. FEE	25.00	25.00
44055	06/08/99	250503	FBI.NAA NORTHWEST CHAPTER	CONF FEE-D THOMALLA	150.00	150.00
44056	06/08/99	260290	FARMER BROS. CO.	COFFEE	239.84	239.84
44057	06/08/99	260400	FAUST, DANIEL	REIMBURSEMENT-GFOA CONF	859.35	859.35
44058	06/08/99	260656	FIRE EQUIPMENT SPECIALTIES, IN	RFR & MAINT/MSA FIT TEST FILTE	90.31	90.31
44059	06/08/99	260660	FIRE INSTRUCTORS ASSOC OF MINN	FIRE COMMAND TEXTBOOK/WORKBOOK	220.00	220.00
44060	06/08/99	280960	FREEDOM #65	CAR WASHES-MAY CAR WASHES-MAY	108.00 39.00	147.00

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44061	06/08/99	280980	FROST PUBLICATIONS, INC.	INTERNET LISTING	150.00	150.00
44062	06/08/99	300500	G & K SERVICES	UNIFORMS & CLOTHING MATS SUPPLIES - JANITORIAL OVERPMT ON INV 102638 UNIFORMS & CLOTHING SUPPLIES - JANITORIAL UNIFORMS & CLOTHING SUPPLIES - JANITORIAL UNIFORMS & CLOTHING UNIFORMS & CLOTHING UNIFORMS & CLOTHING UNIFORMS & CLOTHING UNIFORMS & CLOTHING MATS UNIFORMS & CLOTHING MATS SUPPLIES - JANITORIAL	5.19 49.60 14.91 108.00 5.19 11.20 5.19 11.20 85.50 83.18 38.71 42.05 25.07 41.27 12.80 12.00 17.25	352.31
44063	06/08/99	301695	GERMAIN, DAVE	REIMBURSEMENT-SAFETY SHOES	45.00	45.00
44064	06/08/99	320250	GRAF, DAVE	KARATE INSTRUCTOR FEES-APRIL KARATE INSTRUCTOR FEES-MAY	167.40 176.40	343.80
44065	06/08/99	320290	GREATAPES CORPORATION	DECISIONS VIDED COPIES	165.75	165.75
44066	06/08/99	330725	HEALTH SERVICES OF NO. AMERICA	PRE-EMPLOYMENT DRUG TEST	58.00	58.00
44067	06/08/99	340110	HEJNY-RENTALS, INC	BOBCAT-RENTAL	216.49	216.49
44068	06/08/99	350470	HIEBERT, STEVEN	K-9 HANDLER-MAY	35.00	35.00
44069	06/08/99	350700	HIRSHFIELDS	BRUSH,CAULK,PUTTY KNIFE,ROLLER	108.83	108.83
44070	06/08/99	351275	HORIZON COMMERCIAL POOL SUPPLY	SCALE REMOVER,GASKETS,BULBS	316.44	316.44
44071	06/08/99	351300	HORSNELL, JUDITH	REIMBURSEMENT-MILEAGE	8.88	8.88
44072	06/08/99	370076	HUGHES & COSTELLO	JUNE RETAINER FEE MAY LEGAL SERVICES	5,250.00 652.75	5,902.75
44073	06/08/99	380470	I.P.M.A.	FIREFIGHTER EXAM STOCKING FEE	190.00	190.00
44074	06/08/99	380820	IKON OFFICE SOLUTIONS	COPIER LEASE 5/24 - 6/24 COPIER LEASE 5/24 - 6/24	217.60 54.40	272.00
44075	06/08/99	380860	IMPERIAL, INC.	RUBBERIZED HANGERS	89.47	89.47
44076	06/08/99	401415	JOHN FRYE DISTRIBUTING	AIR HOSES UNIVERSAL SAFETY RETAINER	100.00 36.16	136.16

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
44077	06/08/99	401615	JOHNSON, JOE	PERSONAL TRAINING 2/18 - 5/6	300.00	300.00
44078	06/08/99	401637	JOHNSON, RICK	DEER REMOVAL	200.00	200.00
44079	06/08/99	410370	KATH COMPANIES	TUBE HARDNER,BUFFING COMPOUND	12.02	12.02
44080	06/08/99	430300	KNOWLAN'S SUPER MARKETS, INC.	BAGS,STRAWS,TEA,ICE TEA,COFFEE COOKIES/PRAIRIE PLANTING VOLUN	18.07 23.35	41.42
44081	06/08/99	460452	LEAGUE OF MINN. CITIES	SUBSCRIPTION TO CITIES BULETI	40.00	40.00
44082	06/08/99	470700	LILLIE SUBURBAN NEWSPAPERS	PUBLIC NOTICES	62.82	62.82
44083	06/08/99	500330	M.C.F.O.A.	MEMBERSHIP DUES-K GUILFOILE	30.00	30.00
44084	06/08/99	500525	M.P.E.L.R.A.	SUMMER CONF REG-S LE	150.00	150.00
44085	06/08/99	510100	MAPLE LEAF OFFICIALS ASSN.	VOLLEYBALL OFFICIALS ADULT SOFTBALL OFFICIALS	799.50 4,989.50	5,789.00
44086	06/08/99	510500	MAPLEWOOD BAKERY	BIRTHDAY CAKES BIRTHDAY CAKES	27.50 68.75	96.25
44087	06/08/99	520300	MCGUIRE, MICHAEL	JUNE CAR ALLOWANCE	450.00	450.00
44088	06/08/99	530755	METROCALL	PAGER RENTAL PAGER RENTAL	10.46 22.57	33.03
44089	06/08/99	531650	METROPOLITAN COUNCIL	WASTEWATER SERVICE-JUNE 1999	178,131.63	178,131.63
44090	06/08/99	540175	MIDWEST COCA-COLA BOTTLING CO.	OJ,POWERADE,EVIAN WATER,POP	154.70	154.70
44091	06/08/99	542345	MINNESOTA PHOTO	FILM PROCESSING FILM PROCESSING	9.77 6.30	16.07
44092	06/08/99	561200	MIRACLE RECREATION EQUIPMENT	15' PORTABLE PLAYER BENCH	563.94	563.94
44093	06/08/99	620550	MUSEUM PRODUCTS CO.	SINGLE LENS MAGNIFIERS	58.01	58.01
44094	06/08/99	620600	MUSKA LIGHTING CENTER	LENSES-GYM	386.78	386.78
44095	06/08/99	630011	NAPA	CLEANER,RUBBING COMPOUND	42.97	42.97
44096	06/08/99	630050	N.R.P.A.	MEMBERSHIP DUES-P & R COMMISSI	350.00	350.00
44097	06/08/99	630070	N.Y.S.C.A.	FIRST LEVEL COACHES THIRD LEVEL COACHES CONTINUING MEMBERS	120.00 45.00 50.00	215.00
44098	06/08/99	660030	NORDQUIST, RICK	REIMBURSEMENT-ROOTS	45.00	45.00

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
44099	06/08/99	660900	NORTH STAR TURF, INC.	FUEL GAUGE-JAC	61.21	61.21
44100	06/08/99	661108	NORTH STAR WIPER & INDUSTRIAL	WATER DISPENSER,CAN LINERS	50.28	50.28
44101	06/08/99	661755	NORTHERN STATES POWER	UTILITIES	4.71	
				UTILITIES	4.71	
				UTILITIES	3.14	
				UTILITIES	4,923.97	
				UTILITIES	270.95	
				UTILITIES	222.81	
				UTILITIES	102.61	
				UTILITIES	83.82	
				UTILITIES	27.32	
				UTILITIES	104.09	
				UTILITIES	81.15	
				UTILITIES	90.38	
				UTILITIES	137.70	
				UTILITIES	15.71	
				UTILITIES	114.15	
				UTILITIES	17.04	
				UTILITIES	50.41	
				UTILITIES	26.75	
				UTILITIES	30.02	
				UTILITIES	228.64	
				UTILITIES	37.00	
				UTILITIES	195.95	
				UTILITIES	262.57	
				UTILITIES	9.86	
				UTILITIES	55.38	
				UTILITIES	14,529.85	21,630.69
44102	06/08/99	680575	OCCUPATIONAL HLTH SERV/ALLINA	PRE-EMPLOYMENT PHYSICALS & HEP	179.50	
				PRE-EMPLOYMENT PHYSICALS & HEP	61.50	
				PRE-EMPLOYMENT PHYSICALS & HEP	122.00	
				PRE-EMPLOYMENT PHYSICALS & HEP	82.50	
				PRE-EMPLOYMENT PHYSICALS & HEP	61.50	
				PRE-EMPLOYMENT PHYSICALS & HEP	373.00	
				PRE-EMPLOYMENT PHYSICALS & HEP	78.50	
				PRE-EMPLOYMENT PHYSICALS & HEP	61.50	1,020.00
44103	06/08/99	681151	OFFICEMAX CREDIT PLAN	INDEX CARD STOCK	38.30	
				SUPPLIES -- OFFICE	39.38	77.68
44104	06/08/99	690350	OLYMPIC POOLS, INC.	GASKETS	36.04	36.04
44105	06/08/99	700663	PAGING NETWORK OF MINNESOTA	PAGER SERVICE	418.53	418.53
44106	06/08/99	700665	PAIN ENTERPRISES, INC.	POOL CHEMICALS	79.00	79.00
44107	06/08/99	700735	PALMA, STEVEN T	K-9 HANDLER-MAY	35.00	35.00

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
44108	06/08/99	700800	PAPER WAREHOUSE, INC.	BALLOONS,PAPER PLATES,NAPKINS,	103.52	103.52
44109	06/08/99	712260	POOLSIDE	ANCHORS REPAIRS & MTNCE./EQUIPMENT	9.59 661.95	671.54
44110	06/08/99	721190	PRORIDER, INC.	BIKE HELMETS	417.00	417.00
44111	06/08/99	741200	RAINBOW FOODS	COOKIES FOR HRC COOKIES FOR EMPLOYEE TRAINING	5.78 26.01	31.79
44112	06/08/99	761308	ROBBINS, AUDRA	REIMBURSEMENT-MILEAGE	182.28	182.28
44113	06/08/99	770800	RYCO SUPPLY CO.	PAPER TOWELS,TOILET PAPER	72.69	72.69
44114	06/08/99	780300	S&T OFFICE PRODUCTS INC.	SUPPLIES - OFFICE SUPPLIES - OFFICE SUPPLIES - OFFICE PHONE HEADSET & AMP SUPPLIES - OFFICE SUPPLIES - OFFICE SUPPLIES - OFFICE SUPPLIES - OFFICE	10.65 21.39 132.88 221.30 113.23 15.98 34.75 7.97	558.15
44115	06/08/99	780320	SCS INTERACTIVE	VALVES	206.32	206.32
44116	06/08/99	780600	SAM'S CLUB DIRECT	10-6' TABLES,10-8' TABLES DIRECT-PRIMARY RENEWAL SMITH,SANDY SVENDSEN,JOANNE HUTCHINSON,ANN DIRKSWGER,COLLEEN SWANSON,LYLE SWANSON,LYLE SAVAGEAU,STEPHEN SAVAGEAU,STEPHEN JAHN,DAVID JAHN,DAVID OBRLEN-SCHROEDER,KATHY LIDBERG,MICHAEL DUELLMAN,JOSEPH SCHMIDT,RUSSELL GRAF,MICHAEL ADM FEE	766.59 30.00 15.00 15.00 15.00 15.00 7.50 7.50 7.50 7.50 7.50 7.50 7.50 15.00 15.00 15.00 15.00 15.00 100.00	1,076.59
44117	06/08/99	800190	SENSEATIONAL SCIENCE	1 YR SUBSCRIPTION	12.00	12.00
44118	06/08/99	810620	SHORTREED, MICHAEL	REIMBURSEMENT-LUNCHES	19.50	19.50
44119	06/08/99	820503	SMITH DIVING	BASIC SCUBA CLASS BASIC SCUBA CLASS	577.50 577.50	1,155.00

VOUCHER/ CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	ITEM DESCRIPTION	ITEM AMOUNT	CHECK AMOUNT
44120	06/08/99	840403	ST. PAUL, CITY OF	STREET SAFE COURSE-6 OFFICERS	1,770.00	1,770.00
44121	06/08/99	842300	STAR SUPPLY	FLOOR DRAINS	412.35	412.35
44122	06/08/99	842303	STAR TRIBUNE	NEWSPAPER SUB 6/9 - 12/8/99	97.50	97.50
44123	06/08/99	843530	STRANDELL, BARBARA	CITY CLERK DEPT STAFF RETREAT CITY CLERK DEPT STAFF RETREAT	675.00 1,125.00	1,800.00
44124	06/08/99	850340	SUMMIT INSPECTIONS	ELECTRICAL INSPECTIONS DEFERRED REVENUE ELEC.PERMIT ELECTRIC PERMIT FEES	1,548.60 1,935.75 1,935.75	1,548.60
44125	06/08/99	850395	SUNRAY B-T-B	WIX FILTERS,BEAM,BELT BLADES,SPARK PLUGS,P.S. FLUID SEAL	82.15 268.72 7.70	358.57
44126	06/08/99	860320	T.R.F. SUPPLY CO.	SAFETY GLASSES,REPLACEMENT LEN WAX & SHINE,RUBBER ROPE W/HOOK TOWELS,TOILET PAPER	115.23 290.73 272.64	678.60
44127	06/08/99	860650	TARGET STORES-CSA A/R	STORAGE BOXES	58.82	58.82
44128	06/08/99	880301	TREADWAY GRAPHICS	SUPPLIES-DARE BIKEATHON SUPPLIES-DARE BIKEATHON SUPPLIES-DARE BIKEATHON	486.94 478.95 479.25	1,445.14
44129	06/08/99	882000	TWIN CITY SAW & SERVICE CO	TRIMMER/CUTTING,KNIVES	91.53	91.53
44130	06/08/99	900100	UNIFORMS UNLIMITED	PREPMT PANTS/LINER-SHORTREED PREPMT PANTS/LINER-BELDE	291.60 211.00	502.60
44131	06/08/99	900173	UNITED HOSPITAL	PRE-PLACEMENT SCREENING PRE-PLACEMENT SCREENING PRE-PLACEMENT SCREENING	112.00 112.00 56.00	280.00
44132	06/08/99	901300	UPPER MIDWEST SALES CO.	FOAM GUN SUPPLIES - JANITORIAL	123.54 152.83	276.37
44133	06/08/99	911350	VIKING ELECTRIC SUPPLY	BAL OWING ON INV 4276408	14.01	14.01
44134	06/08/99	941505	WHITewater WEST INDUSTRIES LTD	GEL COAT	50.00	50.00
44135	06/08/99	941680	WILLIAMS, KELLY	REIMBURSEMENT-WAX FOR SLIDE	15.24	15.24
44136	06/08/99	970700	YOCUM OIL CO.	FUEL & OIL	12.11	12.11
44137	06/08/99	970780	YORK BARRELL COMPANY	POWERFLEX SETS	429.25	429.25
TOTAL CHECKS						396,333.69

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

CHECK NUMBER -----	CHECK DATE -----	EMPLOYEE NAME -----	AMOUNT -----
DIRECT DEPOSIT	05/28/99	ALLENSPACH, SHERRY	330.65
DIRECT DEPOSIT	05/28/99	ANDERSON, CAROLE J	942.39
DIRECT DEPOSIT	05/28/99	DEHN, DEBORAH	1440.92
DIRECT DEPOSIT	05/28/99	CARLE, JEANETTE E	1389.26
DIRECT DEPOSIT	05/28/99	JAGOE, CAROL	1380.40
DIRECT DEPOSIT	05/28/99	OLSON, SANDRA	1089.26
DIRECT DEPOSIT	05/28/99	ALDRIDGE, MARK	2033.24
DIRECT DEPOSIT	05/28/99	BOHL, JOHN C	2218.98
DIRECT DEPOSIT	05/28/99	FLOR, TIMOTHY	2228.59
DIRECT DEPOSIT	05/28/99	KVAM, DAVID	1936.03
DIRECT DEPOSIT	05/28/99	EVERSON, PAUL	1543.01
DIRECT DEPOSIT	05/28/99	FRASER, JOHN	2274.83
DIRECT DEPOSIT	05/28/99	OSWALD, ERICK D	1460.92
DIRECT DEPOSIT	05/28/99	DUCHARME, JOHN	2267.33
DIRECT DEPOSIT	05/28/99	PECK, DENNIS L	1769.72
DIRECT DEPOSIT	05/28/99	GREW-HAYMAN, JANET M	895.06
DIRECT DEPOSIT	05/28/99	EKSTRAND, THOMAS G	1781.72
DIRECT DEPOSIT	05/28/99	ROBERTS, KENNETH	1821.15
DIRECT DEPOSIT	05/28/99	TAUBMAN, DOUGLAS J	2040.22
DIRECT DEPOSIT	05/28/99	EDGE, DOUGLAS	1440.72
DIRECT DEPOSIT	05/28/99	LIVINGSTON, JOYCE L	788.71
DIRECT DEPOSIT	05/28/99	KNAUSS, PETER	776.92
DIRECT DEPOSIT	05/28/99	PALMA, STEVEN	2552.03
DIRECT DEPOSIT	05/28/99	JOHNSON, KEVIN	2112.29
DIRECT DEPOSIT	05/28/99	JENSEN, MATTHEW	693.99

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EMPLOYEE GROSS EARNINGS REPORT  
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CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
DIRECT DEPOSIT	05/28/99	ERICKSON, VIRGINIA A	2097.21
DIRECT DEPOSIT	05/28/99	ROSSBACH, GEORGE	375.73
DIRECT DEPOSIT	05/28/99	LUTZ, DAVID P	1460.92
DIRECT DEPOSIT	05/28/99	SCHLINGMAN, PAUL	1757.63
DIRECT DEPOSIT	05/28/99	FARR, DIANE M	189.15
DIRECT DEPOSIT	05/28/99	VORWERK, ROBERT E	2043.23
DIRECT DEPOSIT	05/28/99	NAGEL, BRYAN	1467.92
DIRECT DEPOSIT	05/28/99	HELLE, KERRY	2894.03
DIRECT DEPOSIT	05/28/99	CARVER, NICHOLAS N	1748.92
DIRECT DEPOSIT	05/28/99	OSTER, ANDREA J	1420.92
DIRECT DEPOSIT	05/28/99	ANDREWS, SCOTT A	2590.41
DIRECT DEPOSIT	05/28/99	RUNNING, ROBERT	1392.92
DIRECT DEPOSIT	05/28/99	SAVAGEAU, STEPHEN D	1338.12
DIRECT DEPOSIT	05/28/99	BARTEL, DENISE	41.00
DIRECT DEPOSIT	05/28/99	CARLSON, DALE	330.65
DIRECT DEPOSIT	05/28/99	MARTINSON, CAROL F	1458.25
DIRECT DEPOSIT	05/28/99	HIEBERT, STEVEN	2258.50
DIRECT DEPOSIT	05/28/99	DUNN, ALICE	2177.61
DIRECT DEPOSIT	05/28/99	ANZALDI, MANDY	205.63
DIRECT DEPOSIT	05/28/99	CORNER, AMY L	111.00
DIRECT DEPOSIT	05/28/99	STEVENS, MARY CATHERINE	36.80
DIRECT DEPOSIT	05/28/99	HORSNELL, JUDITH A	641.82
DIRECT DEPOSIT	05/28/99	SEEGER, GERALD F	310.03
DIRECT DEPOSIT	05/28/99	STILL, VERNON T	1020.66
DIRECT DEPOSIT	05/28/99	COLEMAN, PHILIP	266.93

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 EMPLOYEE GROSS EARNINGS REPORT  
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CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
DIRECT DEPOSIT	05/28/99	BELDE, STANLEY	2241.36
DIRECT DEPOSIT	05/28/99	ATKINS, KATHERINE	702.35
DIRECT DEPOSIT	05/28/99	FRY, PATRICIA	1363.32
DIRECT DEPOSIT	05/28/99	RENSLOW, RITA	208.46
DIRECT DEPOSIT	05/28/99	BAKKE, LONN A	1990.07
DIRECT DEPOSIT	05/28/99	BOWMAN, RICK A	2654.68
DIRECT DEPOSIT	05/28/99	KOPPEN, MARVIN	330.65
DIRECT DEPOSIT	05/28/99	CHRISTENSEN, JODIE D	470.13
DIRECT DEPOSIT	05/28/99	KITTRIDGE, KEVIN L	330.65
DIRECT DEPOSIT	05/28/99	WASH, MATTHEW G	63.65
DIRECT DEPOSIT	05/28/99	PIKE, GARY K	1625.92
DIRECT DEPOSIT	05/28/99	ICKES, SHERI	1132.12
DIRECT DEPOSIT	05/28/99	HEINZ, STEPHEN J	2301.80
DIRECT DEPOSIT	05/28/99	NELSON, JEAN	829.75
DIRECT DEPOSIT	05/28/99	KELLY, LISA	976.76
DIRECT DEPOSIT	05/28/99	TETZLAFF, JUDY A	517.43
DIRECT DEPOSIT	05/28/99	URBANSKI, HOLLY S	1312.30
DIRECT DEPOSIT	05/28/99	ZWIEG, SUSAN C.	1394.52
DIRECT DEPOSIT	05/28/99	BAUMAN, GAYLE L	2015.91
DIRECT DEPOSIT	05/28/99	SMITH, CASSANDRA L	1234.44
DIRECT DEPOSIT	05/28/99	SKRYPEK, JOSHUA L	731.12
DIRECT DEPOSIT	05/28/99	HERBERT, MICHAEL J	2124.64
DIRECT DEPOSIT	05/28/99	STOCKTON, DERRELL T	1954.43
DIRECT DEPOSIT	05/28/99	MELANDER, JON A	2043.23
DIRECT DEPOSIT	05/28/99	ROSSMAN, DAVID A	1918.61

CITY OF MAPLEWOOD  
 EMPLOYEE GROSS EARNINGS REPORT  
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CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
DIRECT DEPOSIT	05/28/99	THOMAS-JR, STEVEN	1433.72
DIRECT DEPOSIT	05/28/99	PRIEBE, WILLIAM	2112.49
DIRECT DEPOSIT	05/28/99	DOHERTY, KATHLEEN M	1420.92
DIRECT DEPOSIT	05/28/99	SCHINDELDECKER, JAMES	1460.92
DIRECT DEPOSIT	05/28/99	RABBETT, KEVIN	2071.23
DIRECT DEPOSIT	05/28/99	GRAF, MICHAEL	1106.43
DIRECT DEPOSIT	05/28/99	DIRKSWAGER, COLLEEN	1605.98
DIRECT DEPOSIT	05/28/99	CARLSON, THERESE	1627.40
DIRECT DEPOSIT	05/28/99	LE, SHERYL	2890.59
DIRECT DEPOSIT	05/28/99	FAUST, DANIEL F	3242.44
DIRECT DEPOSIT	05/28/99	KELSEY, CONNIE L	613.50
DIRECT DEPOSIT	05/28/99	GUILFOILE, KAREN E	1927.34
DIRECT DEPOSIT	05/28/99	POWELL, PHILIP	1632.34
DIRECT DEPOSIT	05/28/99	WINGER, DONALD S	3071.05
DIRECT DEPOSIT	05/28/99	BANICK, JOHN J	2393.72
DIRECT DEPOSIT	05/28/99	BECKER, RONALD D	2464.28
DIRECT DEPOSIT	05/28/99	KARIS, FLINT D	2798.24
DIRECT DEPOSIT	05/28/99	STEFFEN, SCOTT L	2491.02
DIRECT DEPOSIT	05/28/99	THOMALLA, DAVID J	2393.72
DIRECT DEPOSIT	05/28/99	YOUNGREN, JAMES	2200.83
DIRECT DEPOSIT	05/28/99	BERGERON, JOSEPH A	2329.51
DIRECT DEPOSIT	05/28/99	HAIDER, KENNETH G	3166.63
DIRECT DEPOSIT	05/28/99	PRIEFER, WILLIAM	1752.83
DIRECT DEPOSIT	05/28/99	KANE, MICHAEL R	2054.43
DIRECT DEPOSIT	05/28/99	LUNDSTEN, LANCE	2220.68

CITY OF MAPLEWOOD  
 EMPLOYEE GROSS EARNINGS REPORT  
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CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
DIRECT DEPOSIT	05/28/99	CAVETT, CHRISTOPHER M	2225.63
DIRECT DEPOSIT	05/28/99	ANDERSON, BRUCE	2800.78
DIRECT DEPOSIT	05/28/99	MARUSKA, MARK A	2054.43
DIRECT DEPOSIT	05/28/99	HUTCHINSON, ANN E	1712.83
DIRECT DEPOSIT	05/28/99	COLEMAN, MELINDA	2738.94
DIRECT DEPOSIT	05/28/99	CROSSON, LINDA	1521.63
DIRECT DEPOSIT	05/28/99	EASTMAN, THOMAS E	2048.46
DIRECT DEPOSIT	05/28/99	STAPLES, PAULINE	2307.20
DIRECT DEPOSIT	05/28/99	HURLEY, STEPHEN	2107.79
DIRECT DEPOSIT	05/28/99	GERVAIS-JR, CLARENCE N	1656.24
DIRECT DEPOSIT	05/28/99	HALWEG, KEVIN R	2932.59
DIRECT DEPOSIT	05/28/99	OTIS, MARY ELLEN M	529.60
DIRECT DEPOSIT	05/28/99	CASAREZ, GINA	111.38
DIRECT DEPOSIT	05/28/99	JOHNSON, LOIS C.	1156.56
DIRECT DEPOSIT	05/28/99	MEYER, GERALD W	1547.52
DIRECT DEPOSIT	05/28/99	PARSONS, KURT G	1317.86
DIRECT DEPOSIT	05/28/99	JUNG, STEPHANIE J	1198.43
DIRECT DEPOSIT	05/28/99	MARUSKA, ERICA	49.00
DIRECT DEPOSIT	05/28/99	NORDQUIST, RICHARD	1456.12
DIRECT DEPOSIT	05/28/99	JACKSON, MARY L	1132.12
DIRECT DEPOSIT	05/28/99	GAYNOR, VIRGINIA A	1068.48
DIRECT DEPOSIT	05/28/99	ROBBINS, AUDRA L	1165.63
72314	05/28/99	MACFARLANE, MELVIN R	1150.81
72317	05/28/99	ERICSON, MICHAEL A	2181.95
72318	05/28/99	MCGUIRE, MICHAEL A	4027.57

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CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
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72319	05/28/99	ZICK, LINDA	276.00
72320	05/28/99	WHITE, BARRY T	82.50
72321	05/28/99	CUDE, LARRY J	376.53
72322	05/28/99	DOLLERSHELL, ROBERT J	234.48
72323	05/28/99	EDSON, KAREN L	36.00
72324	05/28/99	JACKSON, KIMBERLY A	616.31
72325	05/28/99	SHELLEDY, DAWN M	640.00
72326	05/28/99	MATHEYS, ALANA KAYE	1567.25
72327	05/28/99	NIVEN, AMY S	85.00
72328	05/28/99	JOHNSON, BONNIE	821.32
72329	05/28/99	VIETOR, LORRAINE S	1411.74
72330	05/28/99	PALANK, MARY KAY	1625.94
72331	05/28/99	RICHIE, CAROLE L	1625.94
72332	05/28/99	RYAN, MICHAEL	2774.41
72333	05/28/99	SVENDSEN, JOANNE M	1473.77
72334	05/28/99	BARTZ, PAUL	2658.31
72335	05/28/99	KONG, TOMMY T	776.92
72336	05/28/99	SHORTREED, MICHAEL P	1716.65
72337	05/28/99	SZCZEPANSKI, THOMAS J	1995.54
72338	05/28/99	WATCZAK, LAURA	1864.83
72339	05/28/99	WELCHLIN, CABOT V	2448.54
72340	05/28/99	HALE, THOMAS M	1373.47
72341	05/28/99	MEEHAN, JAMES	2394.18
72342	05/28/99	THIENES, PAUL	2169.35
72343	05/28/99	BALAZS, JOSEPH M	100.00

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 EMPLOYEE GROSS EARNINGS REPORT  
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CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
72344	05/28/99	CAHILL, CHRISTOPHER S	100.00
72345	05/28/99	HEFFERNAN, PATRICK E	100.00
72346	05/28/99	KONDER, RONALD W	100.00
72347	05/28/99	MELANDER, SCOTT A	100.00
72348	05/28/99	NOVAK, JEROME R	100.00
72349	05/28/99	PIERCE, SCOTT G	100.00
72350	05/28/99	ZIMMERMANN HOHN, ANN K	100.00
72351	05/28/99	SCHADT, JEFFREY A	33.00
72352	05/28/99	HEWITT, JOEL A	2740.62
72353	05/28/99	LUKIN, STEVEN J	2038.46
72354	05/28/99	CHLEBECK, JUDY M	1473.72
72355	05/28/99	DARST, JAMES	1433.72
72356	05/28/99	FREBERG, RONALD L	1488.12
72357	05/28/99	JONES, DONALD R	1084.80
72358	05/28/99	ELIAS, JAMES G	1769.72
72359	05/28/99	KUNO, MICHAEL R	147.00
72360	05/28/99	LINDBLOM, RANDAL	2089.04
72361	05/28/99	ANDERSON, ROBERT S	1460.92
72362	05/28/99	EDSON, DAVID B	1489.20
72363	05/28/99	HELEY, ROLAND B	1488.12
72364	05/28/99	HINNENKAMP, GARY	1451.00
72365	05/28/99	LAVAQUE, MICHAEL	1433.72
72366	05/28/99	LINDORFF, DENNIS P	1460.92
72367	05/28/99	NAUGHTON, JOHN W	820.00
72368	05/28/99	POSSERT, RYAN	720.00

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

CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
-----	-----	-----	-----
72369	05/28/99	RASMUSSEN, TIMOTHY J	670.50
72370	05/28/99	RODRIGUEZ, RAUL J	346.50
72371	05/28/99	BERGREN, KIRSTEN A	293.25
72372	05/28/99	MACY, RITA	175.50
72373	05/28/99	SOUTTER, CHRISTINE	46.31
72374	05/28/99	THOMPSON, DEBRA J	452.86
72375	05/28/99	WEGWERTH, JUDITH A	1407.25
72376	05/28/99	SCHMIDT, JASON E	1188.47
72377	05/28/99	ANDERSON, EVERETT	554.68
72378	05/28/99	BESETH, GORDON R	160.00
72379	05/28/99	OLSON, ARNOLD G	1270.00
72380	05/28/99	OSTROM, MARJORIE	2129.63
72381	05/28/99	WENGER, ROBERT J	1737.72
72382	05/28/99	BALLESTRAZZE, THAD M	162.33
72383	05/28/99	DEVRIES, LINDSAY	94.89
72384	05/28/99	FINN, GREGORY S	1224.83
72385	05/28/99	FLUG, ELAINE R	113.15
72386	05/28/99	LINN, TERI L	131.63
72387	05/28/99	McBRIDE, PATRICK D	175.50
72388	05/28/99	STIEN, MARY	337.60
72389	05/28/99	STIEN, NATHANIEL	288.80
72390	05/28/99	WARMAN, KATHRYN	91.00
72391	05/28/99	BREHEIM, ROGER W	1564.68
72392	05/28/99	GERMAIN, DAVID	1486.56
72393	05/28/99	NADEAU, EDWARD A	2054.43

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

CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
72394	05/28/99	SCHULTZ, SCOTT M	1348.29
72395	05/28/99	COONS, MELISSA	635.41
72396	05/28/99	GLASS, JEAN	717.30
72397	05/28/99	HOIUM, SHEILA	883.94
72398	05/28/99	HORWATH, RONALD J	393.13
72399	05/28/99	KARAS, TAMARA A	678.51
72400	05/28/99	NEAMY, MARK W	115.60
72401	05/28/99	SCHMIDT, RUSSELL	1145.63
72402	05/28/99	SCHOEBERL, KAYLENE M	179.88
72403	05/28/99	SHOBERG, CARY J	306.53
72404	05/28/99	ABRAHAMSON, BRYAN K	305.45
72405	05/28/99	ABRAHAMSON, REBECCA L.	143.30
72406	05/28/99	ANDERSON, JULIE M	328.10
72407	05/28/99	BADEN, ALISON L	149.67
72408	05/28/99	BADEN, MATHIAS	212.15
72409	05/28/99	BERINGER, JASON E	35.00
72410	05/28/99	BITTNER, KATIE C	272.81
72411	05/28/99	CHAPEAU, BENJAMIN J	19.50
72412	05/28/99	CONLIN, PAMELA	61.65
72413	05/28/99	DAMROW, KELLY C	65.00
72414	05/28/99	DEMPSEY, BETH M	124.15
72415	05/28/99	DeGRAW, KRYSTAL M	150.65
72416	05/28/99	ERICKSON, CAROL A	40.00
72417	05/28/99	FONTAINE, ANTHONY	205.98
72418	05/28/99	FRETZ, SARAH J	48.75

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

CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
72419	05/28/99	GRUENHAGEN, LINDA C	213.33
72420	05/28/99	HAGSTROM, LINDSEY S	68.25
72421	05/28/99	HAWKE, RYAN A	176.32
72422	05/28/99	HAWKINS, LISA A	59.35
72423	05/28/99	HEIM, ANDREA J	117.20
72424	05/28/99	HOLMGREN, LEAH M	173.81
72425	05/28/99	HOULE, DENISE L	147.60
72426	05/28/99	HUPPERT, ERIN M	359.71
72427	05/28/99	IKHAML, JOHN	279.75
72428	05/28/99	JENSEN, SUSAN K	77.00
72429	05/28/99	JOHNSON, MEGAN M	126.75
72430	05/28/99	JOHNSON, ROBERT P	184.90
72431	05/28/99	JOHNSON, ROLLAND H	97.50
72432	05/28/99	JOHNSON, STETSON	197.94
72433	05/28/99	KOEHNEN, AMY	54.00
72434	05/28/99	KOEHNEN, MARY B	422.13
72435	05/28/99	KOEPKE, CHARLES E	87.75
72436	05/28/99	KUHL, SCOTT A	150.50
72437	05/28/99	MALONE, BRANDON M	169.00
72438	05/28/99	MOTZ, ERIN M	144.05
72439	05/28/99	POWERS, JESSICA	453.88
72440	05/28/99	READ, ANGELA J	45.85
72441	05/28/99	SACKMANN, LAURA C	270.68
72442	05/28/99	SCHLUETER, LOUISE E	37.00
72443	05/28/99	SELIN, JASON M	84.60

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

CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
72444	05/28/99	SIMONSON, JUSTIN M	431.25
72445	05/28/99	SMITLEY, SHARON L	210.60
72446	05/28/99	SWANER, JESSICA	107.10
72447	05/28/99	TIBODEAU, HEATHER J	41.09
72448	05/28/99	TOURTELOTTE, MARYN J	130.00
72449	05/28/99	VANSTEEN, JENNIFER L	39.90
72450	05/28/99	WARMAN, JOANNE M	344.36
72451	05/28/99	WARNER, CAROLYN	83.70
72452	05/28/99	WEDES, CARYL H	111.30
72453	05/28/99	WILLIAMS, KELLY M	686.42
72454	05/28/99	WOODMAN, ALICE E	186.26
72455	05/28/99	ZIELINSKI, JENNIFER L	110.50
72456	05/28/99	BOSLEY, CAROL	57.00
72457	05/28/99	DISKERUD, HEATHER A	142.80
72458	05/28/99	FLEMING, KATHY A	150.00
72459	05/28/99	GLASS, GILLIAN	43.40
72460	05/28/99	KOHOUTEK, APRIL L	45.00
72461	05/28/99	LYNCH, KATHARINE R	94.50
72462	05/28/99	MALDONADO, ANGELA M	42.00
72463	05/28/99	PRICE, JENNIFER L	126.75
72464	05/28/99	SCHROEDER, KATHLEEN	194.00
72465	05/28/99	SPANGLER, EDNA E	193.48
72466	05/28/99	WHITE, CHRISTOPHER B	1800.00
72467	05/28/99	ANTON, SARAH E	157.50
72468	05/28/99	BEHAN, JAMES	1228.12

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

CHECK NUMBER	CHECK DATE	EMPLOYEE NAME	AMOUNT
72469	05/28/99	BLAKESLEY, JEFFRY D	128.00
72470	05/28/99	BLANCHARD, KEVIN J	72.00
72471	05/28/99	CALLEN, KATIE E	37.80
72472	05/28/99	CHAPEAU, GREG M	94.50
72473	05/28/99	FULLER, AMY R	81.90
72474	05/28/99	GRENDZINSKI, DIANE J	24.00
72475	05/28/99	HEMPFER, NICHOLAS W	132.00
72476	05/28/99	JAHN, DAVID J	1262.71
72477	05/28/99	KOSKI, JOHN F	562.66
72478	05/28/99	KYRK, BREANNA K	80.16
72479	05/28/99	LONETTI, JAMES F	529.34
72480	05/28/99	MATTESON, FRANK M	75.60
72481	05/28/99	MORIN, TROY J	159.00
72482	05/28/99	PRINS, KELLY M	66.00
72483	05/28/99	SEVERSON, CHRISTINA M	189.00
72484	05/28/99	STEINHORST, JEFFREY	204.91
72485	05/28/99	SWANSON, LYLE	1425.09
72486	05/28/99	SWANSON, VERONICA	926.92
72487	05/28/99	YOUNG, DILLON J	93.60
72488	05/28/99	AICHELE, CRAIG J	797.54
72489	05/28/99	MULVANEY, DENNIS M	1628.12
72490	05/28/99	PRIEM, STEVEN A.	1325.40
			300038.06

MEMORANDUM

TO: Michael A. McGuire, City Manager  
FROM: Bruce K. Anderson, Director of Parks and Recreation  
DATE: May 21, 1999 for June 14, City Council Meeting  
SUBJECT: Merit Chevrolet Donation

Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

Merit Chevrolet has donated the use of a half-ton pickup truck to the Maplewood Parks and Recreation Department for the summer of 1999. The truck is used to pull the city puppet wagon. The city receives usage of the vehicle for the months of June, July and August.

This is a very important contribution to our department as our department reduced its vehicle pool from three vans to one in 1997-1998.

The value of the leased truck is estimated at \$1350. Staff would recommend the city council accept the donation and a letter will be forwarded to Merit Chevrolet acknowledging their generous support to the City Park and Recreation Department.

cc: Doug Taubin, Recreation Program Coordinator

# Memorandum

To: City Manager  
From: Karen Guilfoile *Karen*  
Date: June 3, 1999  
Subject: Gambling License / Resolution

Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

The Hill-Murray Fathers Club has applied for the annual renewal of their Lawful Gambling License with the State of Minnesota. The premise permit will allow pull-tabs. The premise permit application requires a resolution from the City of Maplewood. The gambling will continue to be conducted at the Champ's Restaurant, 1734 Adolphus, Maplewood, Minnesota.

99 - 06 - XXX

## RESOLUTION AUTHORIZING LAWFUL GAMBLING Hill-Murray Fathers Club at Champ's Restaurant

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premises permit for lawful gambling is approved for Hill-Murray Fathers Club to operate at Champ's Restaurant, 1734 Adolphus, Maplewood, Minnesota.

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

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

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

# Memorandum

To: City Manager  
From: Karen Guilfoile *Karen*  
Date: June 3, 1999  
Subject: Temporary Gambling License / Resolution

Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

The VFW Post 8901 has applied for a Temporary Lawful Gambling License with the State of Minnesota. The premise permit will allow pull-tabs. The premise permit application requires a resolution from the City of Maplewood. The gambling will be conducted at the Ramsey County Fair Grounds, Maplewood, Minnesota. This resolution allows the Gambling Control Board to issue a permit before the 30 days in order for the organization to receive their license before the start of the Fair.

99 - 06 - XXX

## RESOLUTION AUTHORIZING TEMPORARY LAWFUL GAMBLING VFW Post 8901 at Ramsey County Fair

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premises permit for temporary lawful gambling is approved for VFW Post 8901 to operate at the Ramsey County Fair, Maplewood, Minnesota.

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

FURTHERMORE, that the Maplewood City Council requests that the Gambling Control Division of the Minnesota Department of Gaming approve said permit application as being in compliance with Minnesota Statute §349.213 and the City allows the Board to issue a permit before 30 days.

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

# Memorandum

To: City Manager  
From: Karen Guilfoile *Karen*  
Date: June 3, 1999  
Subject: Temporary Gambling License / Resolution

Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

The St. Paul East Parks Lions Club has applied for a Temporary Lawful Gambling License with the State of Minnesota. The premise permit will allow Bingo. The premise permit application requires a resolution from the City of Maplewood. The gambling will be conducted at the Ramsey County Fair Grounds, Maplewood, Minnesota. This resolution allows the Gambling Control Board to issue a permit before the 30 days in order for the organization to receive their license before the start of the Fair.

99 - 06 - XXX

## RESOLUTION AUTHORIZING TEMPORARY LAWFUL GAMBLING St. Paul East Parks Lions Club at Ramsey County Fair

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premises permit for temporary lawful gambling is approved for St. Paul East Parks Lions Club to operate at the Ramsey County Fair, Maplewood, Minnesota.

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

FURTHERMORE, that the Maplewood City Council requests that the Gambling Control Division of the Minnesota Department of Gaming approve said permit application as being in compliance with Minnesota Statute §349.213 and the City allows the Board to issue a permit before 30 days.

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

**AGENDA REPORT**

Action by Council:

**DATE:** June 4, 1999  
**TO:** Mike McGuire  
City Manager  
*ML*  
**FROM:** Sherrie Le  
Human Resource Director

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

**SUBJECT:** Proposed Settlement - A.F.S.C.M.E. Clerical/Technical & Maintenance

I have attached the proposed two-year negotiated labor agreement between the City and A.F.S.C.M.E. Local 2725. It has been ratified by their membership.

I have included the Bureau of Mediation Services Uniform Settlement Document. By Law, this must be presented to the City Council with the proposed settlement. Approval of this settlement is recommended. If you have any questions, please let me know.

# CITY OF MAPLEWOOD

AND

A.F.S.C.M.E. Local 2725

## Clerical/Technical/Maintenance TENTATIVE CONTRACT SETTLEMENT 1999 & 2000

1. Duration Two year agreement to expire December 31, 2000.
  
2. Wages General wage increase of 2% for 1999 retroactive to 1-1-99 with an additional increase of 1% on July 1, 1999. We agreed to re-open the contract on or before 1-1-2000 for the express purpose of negotiating wages for the second year of the contract. No other issues will be open for discussion or negotiation.  
  
The title of Building Custodian will receive an additional adjustment to \$8.90 - \$11.68/hour (based on 1998 rates). This will be phased in with the first third on 7-1-99, second third 1-1-2000 and final third 7-1-2000.
  
3. Recognition Several new job classes were added and one removed. New classes are: Aquatics Program Representative, Senior Customer Service Representative, Customer Service Associate, and V.E.M. Technician. Administrative Assistant--Public Works was removed due to the addition of supervisory duties moving it to the Metro Supervisory Association.
  
4. Work Schedules We added a new 7.8 adopting the current practice for shift bidding for CSO/Paramedics. "Senior qualified CSO/Paramedics shall be given shift assignment preference."

5. Probation

We increased the new hire and rehire probation from six months to one year. We increased probationary periods for promotions and transfers to a different class from three months to six months. We clarified that probationary periods for transfers in the same class are three months long. This language will be effective with new hires, rehires, promotions and transfers that occur after May 5, 1999.

6. Seniority

We revised 13.3 (Bumping) to clarify that employees may exercise their seniority rights to a "job class" of equal or lower "pay" within the bargaining unit. We also added: "To bump the employee must meet the knowledge, skills, and abilities, and minimum qualifications and pass normal required tests."

We added language to 13.6 adopting the current practice of notifying the union of new hires and terminations from the unit. It reads: "The employer will normally notify the union of the names and job titles of new hires within two weeks of start date. On a quarterly basis, the employer will notify the union of terminations from the unit."

7. Sick Leave

We clarified work expectations on use of sick leave. We added: "Inappropriate patterned use of unscheduled sick leave is not the purpose of sick leave. Examples of patterned use include but are not limited to repeated 1- and 2-day absences associated with scheduled days off. Such patterns may be subject to discipline." This will be added to 19.1.

We agreed to allow employees who were hired after May 19, 1978, the option to convert excess sick leave into deferred compensation - in addition to their current option to convert it into vacation - in accordance with the provisions of 19.2.

8. Leaves

Jury Duty - We agreed to allow employees who are scheduled to work evening or night shift to change to day shift for the period of time they are required to serve on jury duty. Employees must notify the City as soon as possible after receiving notification of their order to serve.

Funeral Leave - We clarified that "sons-in-law" and "daughters-in-law" are considered members of the immediate family for funeral leave. We also clarified that this leave is pro-rated for part-time employees.

9. Uniforms

We revised this section to incorporate current practice for the maintenance employees. We provide uniforms for building, parks, street and utility maintenance and mechanic positions. We added a provision providing up to two pair of coveralls per year for engineering technicians, the building inspector and the environmental health officer.

We increased the amount of money reimbursed for safety-toed shoes for employees who are required to wear them. They are now eligible for \$45 per pair, per employee per year. An employee may be given an extra \$45 per year, with employer approval, for shoes which are ruined at work.

10. Tools

We increased the tool allowance from \$100 to \$175 per year for the three mechanic positions and specified the three titles that are eligible to receive this allowance.

11. Deferred Comp.

Increased from \$80 per month to \$85 in 1999. No change in 2000.

12. Housekeeping

There were a number of housekeeping changes throughout the document.

**UNIFORM SETTLEMENT FORM**

PUBLIC EMPLOYER: City of Maplewood

EXCLUSIVE REPRESENTATIVE: AFSCME Council 14

UNIT: 2725

**First**

**Year of Contract**

Dates 2) 1-1-99 to 12-31-99

**Second**

**Year of Contract (if applicable)**

Dates 3) 1-1-2000 to 12-31-2000

**Third**

**Year of Contract (if applicable)**

Dates 4) \_\_\_\_\_

Base Year 1) 1998      2) 1-1-99 to 12-31-99      2nd Year Base      28) 2,893,077      3rd Year Base      51) \_\_\_\_\_  
 Base Wage      5) 2,796,662      New \$ by Wage Schedule Improvement 14) 70,196      Base Wage      51) \_\_\_\_\_  
 New \$ by Wage Schedule Movement 15) 26,219      New \$ by Wage Schedule Movement 37) 12,291      New \$ by Wage Schedule Improvement 60) \_\_\_\_\_

Base Social Security Contribution 5A) 213,945      15A) 7,376      28A) 221,320      38A) 0765      51A) \_\_\_\_\_  
 Base State or Local Retirement Contribution 5B) 144,867      15B) 4,994      28B) 149,861      38B) 0518      51B) \_\_\_\_\_  
 New \$ State or Local Retirement Contribution 16) 0      New \$ for Medical Insurance 39) 0      Base Social Security Contribution 51A) \_\_\_\_\_  
 New \$ for Dental Insurance 17) 0      New \$ for Dental Insurance 40) 0      Base State or Local Retirement Contribution 51B) \_\_\_\_\_  
 New \$ for Life Insurance 18) 0      New \$ for Life Insurance 41) 0      New \$ State or Local Retirement Contribution 61A) \_\_\_\_\_  
 New \$ for Medical Insurance 16) 0      New \$ for Medical Insurance 39) 0      New \$ State or Local Retirement Contribution 61B) \_\_\_\_\_

Base Medical Insurance 6) 191,341      29) 191,341      39) 0      52) \_\_\_\_\_  
 Base Dental Insurance 7) 16,909      30) 16,909      40) 0      53) \_\_\_\_\_  
 Base Life Insurance 8) 4,458      31) 4,458      41) 0      54) \_\_\_\_\_  
 New \$ for Shift Differential 19) N/A      42) N/A      55) \_\_\_\_\_  
 New \$ for Extra-Curricular 20) N/A      43) N/A      56) \_\_\_\_\_  
 New \$ for Deferred Compensation 21) 4,830      44) 0      57) \_\_\_\_\_  
 New \$ for Other Forms of Compensation 22) 920      45) 0      58) 1910      68) \_\_\_\_\_  
 Total New \$ Change from Baseline 23) 114,535      46) \_\_\_\_\_      69) \_\_\_\_\_

Base Year Total Baseline 13) 3,448,230      36) 3,562,764      48) \_\_\_\_\_      59) \_\_\_\_\_  
 Total First Year \$ Settlement 25) 3,562,765      48) \_\_\_\_\_      71) \_\_\_\_\_  
 % Change from Baseline 24) 3.32      47) \_\_\_\_\_      70) \_\_\_\_\_  
 Lump Sum Payment 26) \_\_\_\_\_      49) \_\_\_\_\_      72) \_\_\_\_\_  
 % Increase over Baseline 27) \_\_\_\_\_      50) \_\_\_\_\_      73) \_\_\_\_\_

\*Applies to education units only. 5-18-94

# LCER Supplemental Uniform Settlement Reporting Form

101	Public employer name	<u>Marplewood ( City of )</u>
102	Contact person name	<u>Sherrie Le</u>
103	Phone number of contact person	<u>(651) 770-4527</u>
104	Name of exclusive representative	<u>AFSCME</u>
105	Unit composition (e.g.,law enforcement,clerical,comprehensive, etc.)	<u>Clerical/Technical/Maint.</u>
106	Is the unit essential or non-essential?	<u>Non-essential</u>
107	Base year calculation date (from BMS Instructions, page 2)	<u>1998</u>
108	Base year employees (from BMS Instructions, page 2)	<u>100</u>
109	Date mediation requested (if applicable)	<u>Int.-based bargaining 8/19/98</u>
110	Date strike notice given (if applicable)	<u>N/A</u>
111	Dates of strike (if applicable)	<u>N/A</u>
112	Tentative settlement date	<u>5/5/99 (2nd Tentative agreement, first was rejected by membership.</u>
113	Date arbitration requested (if applicable)	<u>N/A</u>
114	Name of arbitrator (if applicable)	<u>N/A</u>
115	Date of first arbitration hearing (if applicable)	<u>N/A</u>
116	Date final briefs filed (if applicable)	<u>N/A</u>
117	Date of award (if applicable)	<u>N/A</u>
119	Regional development number ( if available)	<u>Ramsey</u>

country

lcer

9/14/94

# SUPPLEMENTAL WORKSHEET: OTHER FORMS OF COMPENSATION

PUBLIC EMPLOYER: City of Maplewood  
 EXCLUSIVE REPRESENTATIVE: AFSCME Council 14  
 UNIT: Local 2725

OTHER FORMS OF COMPENSATION	NUMBER OF EMPLOYEES X OTHER COMPENSATION DOLLARS PER EMPLOYEE (A)	NUMBER OF EMPLOYEES X NEW DOLLARS PER EMPLOYEE OVER BOX A (B)	BOX A + B (C)	NUMBER OF EMPLOYEES X NEW DOLLARS PER EMPLOYEE OVER BOX C (D)	BOX C + D (E)	NUMBER OF EMPLOYEES X NEW DOLLARS PER EMPLOYEE OVER BOX E (F)
Uniform or Clothing Allowance	\$690. / Shoes \$0 / for Engineer Techs	\$695	\$1385	0	\$1385	0
Payment for Additional Training or Education	No Change	No Change	No Change	No Change	No Change	No Change
Tool Allowance	\$300	\$225	\$525	0	\$525	0
Call-Back to Work Payment	No Change	No Change	No Change	No Change	No Change	No Change
Stand-By or On-Call Payment	No Change	No Change	No Change	No Change	No Change	No Change
License Payment	N/A	N/A	N/A	N/A	N/A	N/A
Payment for Separating from Employment	No Change	No Change	No Change	No Change	No Change	No Change
Retirees Insurance Payments	N/A	N/A	N/A	N/A	N/A	N/A
	\$990	\$920	\$1910	0	\$1910	0
	COLUMN TOTAL ENTER BOX 12	COLUMN TOTAL ENTER BOX 22	COLUMN TOTAL ENTER BOX 35	COLUMN TOTAL ENTER BOX 45	COLUMN TOTAL ENTER BOX 58	COLUMN TOTAL ENTER BOX 68



**1999-2000**

**LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF MAPLEWOOD**

**AND**

**MINNESOTA A.F.S.C.M.E. COUNCIL NO. 14**

**LOCAL 2725**

**CLERICAL/TECHNICAL**

**&**

**MAINTENANCE UNITS**

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**ARTICLE 1**  
**PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Maplewood, hereinafter called EMPLOYER, Local 2725, and Council 14, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

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

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

**ARTICLE 2**  
**RECOGNITION**

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

Accountant	Engineering Technician, Senior
Accounting Technician	Environmental Health Official
Aquatic Program Representative	Facility Technician - Campus
Associate Planner	Facility Technician - MCC
Building Custodian	Heavy Equipment Mechanic
Building Inspector	Lead Heavy Equipment Mechanic
Building Maintenance Worker	Lifeguard
Clerk Typist	Maintenance Worker
Community Gym Representative	Maintenance Worker II
Community Service Officer (CSO)	Naturalist
Community Service Officer(CSO)/Paramedic	Receptionist
Customer Service Associate	Secretary
Customer Service Representative	Utility Maintenance Worker
Customer Service Representative, Senior	Utility Maintenance Worker II
Data Entry Operator	Vehicle Equipment Maintenance (VEM)
Engineering Technician	Technician

\* Effective 1-1-96, Utility Maintenance I & II and Maintenance Worker I & II will be abolished except for present incumbents. These titles will be replaced by Utility Maintenance Worker and Maintenance Worker.

**ARTICLE 3**  
**DEFINITIONS**

- 3.1 UNION - Local 2725, Council 14, American Federation of State, County, and Municipal Employees.
- 3.2 EMPLOYER - The City of Maplewood.
- 3.3 UNION MEMBER - A member of Local 2725, Council 14, of the American Federation of State, County, and Municipal Employees employed by the City of Maplewood as set forth in Article 2 of this AGREEMENT.
- 3.4 EMPLOYEE - A member of the exclusively recognized bargaining unit as set forth in Article 2 of this AGREEMENT.
- 3.5 REGULAR PAY RATE - The employee's normal hourly pay rate.
- 3.6 SENIORITY - Employee's length of continuous service with the EMPLOYER.
- 3.7 SEVERANCE PAY - Payment made to an employee upon termination of employment as provided in Article 21.
- 3.8 CALL BACK - Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of, or early report to, an assigned shift is not a call back.
- 3.9 STRIKE - Concerted action in failing to report for duty the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.
- 3.10 GRIEVANCE - A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 3.11 FMLA - The Family Medical Leave Act - See Article 20.5

**ARTICLE 4**  
**UNION SECURITY**

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

- 4.1 Fair Share Fees - Deduct fair share fees in accordance with Minnesota Statutes, Section 179A.06, Subd. 3.
- 4.2 Union Dues - Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing such deduction. Remit such deduction with an itemized statement to the appropriate designated officer of the UNION within ten days following said deduction.

- 4.3 Bulletin Board - The EMPLOYER agrees to provide and maintain one bulletin board for display of UNION notices and bulletins at each of the following facilities/areas:
- |                              |                          |
|------------------------------|--------------------------|
| 1. City Hall                 | 4. Police Department     |
| 2. Community Center          | 5. Public Works Building |
| 3. Park Maintenance Building | 6. Nature Center         |
- 4.4 Union Stewards - The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice. The EMPLOYER agrees to afford reasonable time off to those elected officials or appointed representatives of the exclusive representative for the purpose of conducting the duties of the UNION and agrees to provide for reasonable leaves of absence, without pay, to elected or appointed officials of the UNION as provided by State Statute.
- 4.5 Hold Harmless - The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 4.6 Seniority List - The EMPLOYER will normally notify the UNION of the names and job titles of new hires within two weeks of start date. On a quarterly basis, the EMPLOYER will notify the UNION of terminations from the unit.

## **ARTICLE 5**

### **EMPLOYER SECURITY**

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

**ARTICLE 6**  
**EMPLOYER AUTHORITY**

- 6.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 6.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 6.3 Subcontracting - Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

**ARTICLE 7**  
**WORK SCHEDULES**

- 7.1 Normal Workday/Workweek - The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. Normal office hours are 8:00 a.m. to 5:00 p.m.; however, mutually convenient flexible schedules can be arranged within departments. The normal work week shall be forty (40) hours Monday through Friday.
- 7.2 Regular Shifts - Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal work day or work week. The EMPLOYER will give advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
- 7.3 Unusual Work Circumstances - In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, all employees have an obligation to work overtime or call backs if requested unless unusual circumstances prevent them from so working. When employees are so notified to report at a time other than their normal scheduled reporting time due to such unusual circumstances, they shall be paid for a total thirty (30) minute arrival time.
- 7.4 Saturday/Sunday Workweeks - Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 7.5 Permanent Schedule Changes - Any permanent changes in the work schedule should be preceded with a two (2) week notice to the affected employees.
- 7.6 Out-of-Class Assignment - Any employee working an out-of-class assignment for one-half (½) of a work shift or longer shall be paid at the higher job classification at the starting rate, but in no case shall the employee receive less than \$1.00 per hour additional. For the purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform the significant duties and responsibilities of a position different from the employee's regular position, and which is in a higher classification within the bargaining unit. Also for purposes of this Article, employees will be paid at the higher rate only for the hours

worked at the higher rate.

- 7.7 Flexible Scheduling - Employees, who normally work eight (8) hour shifts, will be paid one and one-half (1-1/2) times the employee's regular pay rate for all hours worked in excess of eight (8) hours, when required to work more than eight (8) hours. Changes of shift do not qualify an employee for overtime under this article. Employees who normally work shifts of longer than eight (8) hours, will be paid one and one half (1-1/2) times the employee's regular pay rate for all hours in excess of the normal shift length.

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

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

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

- 7.8 CSO/Paramedics - Senior qualified CSO/Paramedics shall be given shift assignment preference.

## **ARTICLE 8**

### **CALL BACK**

Employees called in for work by the EMPLOYER at a time other than their normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's regular pay rate. If the call-in or call-back is an extension to the regular shift, then the provision of this clause will not apply.

## **ARTICLE 9**

### **STAND BY**

An employee shall receive a minimum pay equal to two (2) hours of overtime for each Saturday, Sunday or holiday said employee is required by the EMPLOYER to be immediately available for work. For all days and partial days CSO/Paramedics when assigned by the EMPLOYER to be immediately available for medical callout work, employees will be paid at the rate of one quarter (1/4) hour pay at their regular hourly rate for each hour on standby. Standby pay shall not be considered time worked for purposes of computing overtime.

## **ARTICLE 10**

### **MEAL AND REST PERIODS**

An employee may take either one-half (1/2) hour or one (1) hour meal period (without pay) and two (2) fifteen (15) minute rest periods (with pay) during a normal work day at times determined by the

EMPLOYER. An employee who works beyond the normal workday shall be granted a one-half (½) hour unpaid break after five (5) consecutive hours of work. Rest periods shall be taken at the site of working operations at the time of said periods, unless otherwise determined by the EMPLOYER. The length of the meal period will vary depending on department and job title. The normal meal period for clerical and technical employees is one hour. The normal meal period for public works and park maintenance employees is thirty (30) minutes. Exceptions can be made with approval of the immediate supervisor.

## **ARTICLE 11** **OVERTIME**

- 11.1 Daily/Weekly Overtime - Hours worked in excess of eight (8) hours within an assigned work day or more than forty (40) hours within an assigned work week will be compensated at one and one-half (1-1/2) times the employee's regular pay rate. (See Article 7—Work Schedules.)
- 11.2 Holidays Worked - Hours worked on holidays, except Thanksgiving, Christmas, and New Years, will be compensated for at one and one-half (1-1/2) times the employee's regular pay rate in addition to the compensation provided in the wage schedule. Hours worked on the holidays of Thanksgiving, Christmas, and New Years will be compensated for at two (2) times the employee's regular pay rate in addition to the compensation provided in the wage schedule.
- 11.3 Equal Distribution - Overtime will be distributed as equally as practicable.
- 11.4 Overtime Refused - Overtime refused by employees will, for record purposes under Section 11.3, be considered as unpaid overtime worked.
- 11.5 No Duplication of Overtime - For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.6 Computing Overtime - All paid leave time shall be considered time worked for the purpose of computing overtime.

## **ARTICLE 12** **PROBATIONARY PERIODS**

- 12.1 Probationary Period - New Employees - Effective May 5, 1999, all newly hired or rehired employees will serve a one (1) year probationary period. This probationary period may be extended at the discretion of the EMPLOYER for no more than ninety (90) days. The employee shall be notified of any extensions and the reasons for the extension prior to the end of the initial probationary period. At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 12.2 Probationary Period - New Classification - Effective May 5, 1999, all employees promoted or transferred will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period. At any time during the probationary period a promoted or transferred employee may be demoted or transferred to the employee's previous position at the sole discretion of the EMPLOYER.

**ARTICLE 13**  
**SENIORITY**

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

**ARTICLE 14**  
**JOB POSTING**

- 14.1 Promotion From Within - The EMPLOYER and the UNION agree that permanent job vacancies or newly created job classifications within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- a. have the necessary qualifications to meet the standards of the job vacancy; and
  - b. have the ability to perform the duties and responsibilities the job vacancy.

- 14.2 Promotional Probation - Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 12—Probationary Periods.
- 14.3 Selection Decision - The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.
- 14.4 Job Posting - Job vacancies within the designated bargaining unit will be posted for ten (10) working days so that members of the bargaining unit can be considered for such vacancies.

## **ARTICLE 15** **DISCIPLINE**

The EMPLOYER will discipline employees only for just cause.

## **ARTICLE 16** **GRIEVANCE PROCEDURE/ARBITRATION**

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

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

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

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

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

16.3 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION without prejudice to either party.

16.4 Arbitrator's Authority -

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

## **ARTICLE 17**

### **VACATION**

17.1 Vacation Schedule - Full-time employees shall earn monthly paid vacation leave as per the following schedule:

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

Part-time employees shall accrue vacation on a prorated basis.

- 17.2 Vacation Eligibility - Employees may not take vacation leave during the first six (6) months of service; after six (6) months, it may be taken as earned.
- 17.3 Maximum Vacation Accumulation - Employees shall not accumulate more than one and one-half (1-1/2) times his/her annual allowed earned vacation.
- 17.4 Vacation Pay - Employees shall receive their vacation pay no later than the last work day prior to the start of their vacation period.

**ARTICLE 18**  
**HOLIDAYS**

- 18.1 Holidays Observed - Full-time employees with thirty (30) calendar days of service, shall be compensated for a full eight (8) hour day if employed at the time of any of the following holidays (prorated for part-time employees):

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

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

- 18.2 Personal Holidays - Full-time employees shall also receive two (2) personal holidays per year in accordance with 18.1 above (prorated for part-time employees). The date of such personal holiday shall be approved by the EMPLOYER.

**ARTICLE 19**  
**SICK LEAVE**

- 19.1 Use of Sick Leave - A full-time employee shall accumulate sick leave at a rate of one and one-quarter (1-1/4) days per month (prorated for part-time employees). Sick leave may be approved only for days when an employee would otherwise have been at their employment. It may be used, with the approval of the supervisor, in any of the following cases:
  - a. when the employee cannot work because of the illness, injury, or disability of themselves, their children, spouse, parents, stepchildren or stepparents;
  - b. for medical, dental, chiropractic or optical exams or treatment of the employee or the employee's children (appointments should be scheduled to minimize the disruption of the work day);

- c. when the employee's presence would jeopardize the health of other employees by exposing them to contagious disease.

Employees shall notify the EMPLOYER at or before their normally scheduled starting time of any illness for which he wishes to take sick leave. The employee must submit satisfactory proof of illness or injury by way of a doctor's certificate, if requested by the EMPLOYER.

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

19.2 Sick Leave Conversion - Full-time and part-time employees hired after May 19, 1978 are provided, at said employee's discretion, the following sick leave conversion program in lieu of severance pay provided in Article 21. Said sick leave conversion program shall provide for the conversion of forty percent (40%) of the employee's annual earned and unused sick leave to vacation or deferred compensation after an employee has accumulated forty-five (45) days or more of sick leave as provided above. The conversion shall be made annually on January 1 at the employee's request. Conversion shall be based only on sick leave days earned and unused during the previous twelve (12) months. One-half (½) of the remaining annual earned and unused sick leave shall be retained as accumulated sick leave and one-half (½) shall be forfeited by the employee to the City at the time of conversion. The amount of sick leave earned and unused in the prior year which is eligible for conversion shall be prorated for part-time employees.

19.3 Conversion After Eight-Hundred (800) Hours - On December 31 of each year a full-time employee with eight-hundred (800) hours or more of accumulated sick leave shall be eligible to convert sick leave accumulated in the previous twelve (12) months to vacation or deferred compensation at the employee's current pay rate on the basis of two (2) hours of sick leave for one (1) hour of vacation or deferred compensation. Such conversion shall not exceed a total of forty-eight (48) hours of vacation and deferred compensation. The amount of sick leave earned and unused in the prior year which is eligible for conversion shall be prorated for part-time employees.

## **ARTICLE 20** **LEAVES OF ABSENCE**

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

20.1 Military Leave - Military leave, with pay, for reserve training, not to exceed fifteen (15) working days per year, when ordered by the appropriate authorities.

20.2 Jury Duty Leave - Jury duty leave when ordered by the appropriate authorities. The EMPLOYER agrees to pay the difference between the employee's regular salary and jury duty pay if the jury duty pay is less than the employee's regular salary. If the jury is dismissed more than two (2) hours prior to the end of the employee's regular scheduled shift, the employee shall report to work. Employees who are scheduled to work evening or night shift will be changed to day shift for the period of time they are required to serve on jury duty. Employees must notify the City as soon as possible after receiving notification of their order to serve.

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

**ARTICLE 21**  
**SEVERANCE PAY**

- 21.1 Except as provided below, employees who resign or are laid off shall be entitled to severance pay which shall be computed at their regular rate of pay at the time of severance and shall amount to one-half (½) of the accumulated sick leave with a maximum allowance of fifty (50) days pay. In the case of the death of an employee who has become eligible for severance pay in accordance with this AGREEMENT, the beneficiary of said employee shall be eligible to receive the employee's severance pay as provided above. An employee discharged for cause will receive no severance pay.
- 21.2 Employees hired after May 19, 1978 shall receive no severance pay.

**ARTICLE 22**  
**INJURY ON DUTY**

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

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

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

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

**ARTICLE 23**  
**INSURANCE**

- 23.1 **Health/Dental Insurance** - The EMPLOYER shall pay the cost of employee (single) health insurance premium, and fifty percent (50%) plus twenty dollars (\$20) of the cost toward the monthly dependent health insurance premium. The EMPLOYER shall pay one-hundred percent (100%) of the cost of employee (single) dental insurance premium. These benefits apply to full-time employees only.
- 23.2 **Life Insurance** - The EMPLOYER shall provide a life insurance policy with a benefit value of thirty-thousand dollars (\$30,000) for all full-time employees.
- 23.3 **Long-Term Disability Insurance** - The City will provide Long-Term Disability Insurance with the cost of such being fully paid by the EMPLOYER. Such Long-Term Disability Insurance shall be coordinated with other benefits provided in this contract. An employee, once becoming eligible under the Long-Term Disability Insurance program, shall be discontinued from the regular payroll or any wage or fringe benefits thereof, i.e., vacation time, sick leave, on the job injury, etc., during the period the employee is eligible for benefits under the insurance program. In addition, accumulation of fringe benefits shall be discontinued during the period the employee is receiving benefits under the Long-Term Disability Insurance program.

**ARTICLE 24**  
**UNIFORMS**

Employees in Building, Street, Park, Utility and Vehicle Maintenance shall be provided with uniforms maintained by the EMPLOYER. The EMPLOYER will provide uniforms for CSO and CSO/Paramedic positions. Lifeguard staff will be provided with three (3) sets of t-shirts and shorts annually. All other regular part-time Park and Recreation employees will be provided with three (3) shirts on an annual basis. Up to two (2) pair of coveralls will be provided annually for Engineer Technicians, Building Inspectors, and the Environmental Health Officer.

A sum of forty-five dollars (\$45) will be reimbursed annually per employee for the purchase of safety-toed shoes for those employees required by the EMPLOYER to wear them. An employee may be given an extra forty-five dollars (\$45) annually, with EMPLOYER approval, for shoes which are ruined at work.

**ARTICLE 25**  
**TRAVEL AND MEAL ALLOWANCE**

- 25.1 **Mileage** - The EMPLOYER agrees to pay twenty-eight cents (28¢) per mile to employees required by the EMPLOYER to use their private vehicle for official City business. An additional three dollars (\$3) per day shall be paid for required use of an employee's car on a public works construction project. Employees shall not reasonably decline to use their vehicles on and/or to construction sites when requested.
- 25.2 **Meals** -
- a. Employees shall claim reimbursement for only the amount actually paid for meals. The amount must be reasonable, taking into consideration the location in which the meal is obtained.

- b. For in-state training approved by the City Manager, the City will pay for the conference fee, all transportation costs, all lodging costs, and up to twenty-five dollars (\$25.00) per day for meals.
- c. Maximum reimbursements, including sales tax, for meals shall be six dollars (\$6.00) for breakfast, eight dollars (\$8.00) for lunch, and eleven dollars (\$11.00) for dinner.
- d. Reimbursement for an official breakfast, luncheon, dinner or banquet meeting shall be the actual cost of the meal.

**ARTICLE 26**  
**PERSONNEL FILES**

A copy of any material to be placed in an employee's personnel file during the term of this AGREEMENT shall be provided to said employee. All disciplinary action material more than three (3) years old will not be used in further disciplinary actions.

**ARTICLE 27**  
**NONDISCRIMINATION**

The provisions of this AGREEMENT shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

**ARTICLE 28**  
**LEGAL DEFENSE**

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

**ARTICLE 29**  
**REQUIRED LICENSES**

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

**ARTICLE 30**  
**SAFETY**

- 30.1 Joint Safety - The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

30.2 Safety Committee - The UNION shall designate an employee to serve on the City Safety Committee.

**ARTICLE 31**  
**LEADPERSON**

Leadpersons shall receive a pay differential according to the Wage Schedule in Appendix A for that period of time that they are assigned the duties of Foreman or Building Maintenance Supervisor by the Public Works Director or Parks and Recreation Director.

**ARTICLE 32**  
**TOOLS**

Those employees classified as mechanics (Lead Heavy Equipment Mechanic, Heavy Equipment Mechanic and VEM Technician) shall be paid a tool allowance in the amount of one-hundred seventy-five dollars (\$175) annually. Said mechanics agree to provide, at no expense to the City, all basic tools (including metric) necessary for the performance of their jobs, excluding special tools.

**ARTICLE 33**  
**EDUCATION**

The EMPLOYER agrees to pay fifty percent (50%) of the cost of tuition and books upon successful completion with a "C" grade or better and seventy-five percent (75%) reimbursement of tuition and books upon completion with a "B" grade or better, during the term of this AGREEMENT, or accredited course work at the high school, vocational, undergraduate, or graduate college level which is determined by the EMPLOYER to be job related. All course work covered by this Article shall be during non-working hours. Part-time employees are eligible for this benefit on a prorated basis.

**ARTICLE 34**  
**CSO/PARAMEDICS**

34.1 CSO/Paramedic Overtime/Schedules - CSO/Paramedics will be compensated at one and one-half (1-1/2) times the employee's regular pay rate for hours worked in excess of the employee's regularly scheduled shift. A shift consists of eight (8) or ten (10) hours, whichever will facilitate a forty (40) hour work week. Shifts shall be scheduled according to the current practice of four (4) days on and two (2) days off. If a CSO/Paramedic wishes to utilize a full day of sick leave, vacation, or personal holiday leave, they shall use eight (8) hours of this time if they are scheduled for an eight (8) hour day. If they are scheduled for a ten (10) hour day, they will use ten (10) hours of the above mentioned time.

- a. Changes of shifts do not qualify an employee for overtime under this Article.
- b. Schedules shall be posted for fourteen (14) days prior to the effective date.

34.2 CSO/Paramedic Holiday Pay - Any CSO/Paramedic working more than four (4) hours on any of the following listed ten (10) holidays shall be paid overtime in accordance with the contract. Any CSO/Paramedic working two (2) shifts (double shift) on any of the ten (10) holidays shall be paid overtime in accordance with the contract for each shift.

New Years Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Veterans Day  
Thanksgiving Day  
Friday After Thanksgiving Day  
Christmas Day

- A. If a holiday falls on a CSO/Paramedic's scheduled work day and they take a vacation day, the CSO/Paramedic will be paid for the holiday at straight time, in addition to their vacation pay.
- B. If a holiday falls on a CSO/Paramedic's Saturday, they are to be either given a day prior off or paid overtime at straight time, and if a holiday falls on a CSO/Paramedic's Sunday, they are to be either given the following day off or paid overtime at straight time.

**ARTICLE 35**  
**WAGE SCHEDULE**

35.1 Cost of Living:

Effective 1-1-99, increase 2% on base wage.  
Effective 7-1-99, increase 1% on base wage.

Wage re-opener to discuss wages only for 2000.

35.2 Longevity - Steps 12 and 16 are eliminated for employees not already at those steps as of 1-1-91.

Employees who are promoted shall move to a step which gives them an increase over their pre-promoted wage. For purposes of longevity, they shall move on the basis of the allotted years to their next steps and not on service with the City, i.e., an employee who is promoted to the four (4) year step in the new category shall move to the eight (8) year step in four (4) years, and so on, according to the gaps between steps.

**ARTICLE 36**  
**WAIVER**

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

36.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

**ARTICLE 37**  
**SAVINGS CLAUSE**

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

**ARTICLE 38**  
**DURATION**

This AGREEMENT shall be effective for all work periods retroactive to January 1, 1999, and shall remain in full force and effect until the thirty-first (31st) day of December, 2000.

The EMPLOYER and the UNION may re-open negotiations for purposes of negotiating wages only to become effective January 1, 2000. This AGREEMENT will be re-opened for such purposes only. The remaining provisions of this AGREEMENT will remain in full force and effect through December 31, 2000.

If new wage rates are not mutually agreed upon before January 1, 2000, the July 1, 1999 rates will remain in force for the duration of the contract or until new wage rates are mutually agreed upon.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

FOR THE CITY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Human Resource Director

FOR THE UNION:

\_\_\_\_\_  
*William M. Lische*

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*David P. Jesman*

\_\_\_\_\_  
*Veronica Swanson*

\_\_\_\_\_  
*David W. Basler*

WAGE SCHEDULE  
JANUARY 1, 1999 SALARY DEFINITION

	<u>Start</u> <u>80%</u>	<u>1 Yr.</u> <u>90%</u>	<u>3 Yr.</u> <u>Base</u>	<u>4 Yr.</u> <u>103%</u>	<u>8 Yr.</u> <u>105%</u>	<u>12 Yr.</u> <u>107%*</u>	<u>16 Yr.</u> <u>109%*</u>
Accountant	15.38	17.31	19.23	19.81	20.19		
Accounting Technician	13.90	15.64	17.38	17.90	18.25		
Aquatic Program Rep	8.90	10.02	11.13	11.46	11.69		
Associate Planner	16.63	18.71	20.79	21.41	21.83	22.25	
Building Custodian	7.55	8.50	9.44	9.72	9.91		
Building Inspector	16.63	18.71	20.79	21.41	21.83		
Building Maintenance Worker	11.80	13.28	14.75	15.19	15.49		
Clerk Typist	12.41	13.96	15.51	15.98	16.29	16.60	16.91
Community Gym Representative	8.90	10.02	11.13	11.46	11.69		
Community Service Officer	9.43	10.61	11.79	12.14	12.38		
CSO/Paramedic	13.45	15.13	16.81	17.31	17.65		
Customer Service Associate	6.30	7.09	7.88	8.12	8.27		
Customer Service Representative	8.90	10.02	11.13	11.46	11.69		
Customer Service Representative, Sr	10.51	11.83	13.14	13.53	13.80		
Data Entry Operator	10.01	11.26	12.51	12.89	13.14		
Engineering Technician	14.54	16.35	18.17	18.72	19.08		
Engineering Technician, Senior	16.22	18.24	20.27	20.88	21.28		22.09
Environmental Health Officer	16.22	18.24	20.27	20.88	21.28	21.69	
Facility Technician - Campus	12.22	13.75	15.28	15.74	16.04		
Facility Technician - MCC	12.64	14.22	15.80	16.27	16.59		
Heavy Equipment Mechanic	14.41	16.21	18.01	18.55	18.91		
Heavy Equipment Mechanic, Lead	15.17	17.06	18.96	19.53	19.91	20.29	
Lifeguard	7.11	8.00	8.89	9.16	9.33		
Maintenance Worker	13.83	15.56	17.29	17.81	18.15		
Naturalist	15.14	17.03	18.92	19.49	19.87		
Receptionist	11.80	13.28	14.75	15.19	15.49		
Secretary	13.45	15.13	16.81	17.31	17.65	17.99	18.32
Utility Maintenance Worker	14.05	15.80	17.56	18.09	18.44		
VEM Technician	12.24	13.77	15.30	15.76	16.07		

WAGE SCHEDULE  
JANUARY 1, 1999 HOURLY SALARY DEFINITION

The following salary ranges are in effect only for employees hired prior to 1-1-96.

	<u>Start</u> <u>80%</u>	<u>1 Yr.</u> <u>90%</u>	<u>2 Yr.</u> <u>Base</u>	<u>4 Yr.</u> <u>103%</u>	<u>8 Yr.</u> <u>105%</u>	<u>12 Yr.</u> <u>107%*</u>	<u>16 Yr.</u> <u>109%*</u>
Maintenance Worker II	13.83	15.56	17.29	17.81	18.15	18.50	18.85
Utility Maintenance Worker II	14.05	15.80	17.56	18.09	18.44		
Heavy Equipment Mechanic, Lead	15.17	17.06	18.96	19.53	19.91	20.29	

\* Refer to Article 35.2--Longevity.

In addition to the above salary, each full-time employee shall receive \$85 per month as deferred compensation effective 1-1-99. Part-time employees to receive prorated share of all benefits except hospital, medical, dental, and life insurance.

NOTE: Employees operating the following equipment shall be paid a differential in addition to their regular wage while they operate the following heavy equipment:

Motor Patrol	Pick-Up Sweeper
Oil Distributor	Roller (6 ton or over)
Traxcavator	Bulldozer
Backhoe/Loader	Snow Wings when in use
Vac-All when used as sweeper	
Aquatech when used as a combination machine	
Front-End Loader (if operated by an employee over one (1) continuous hour in a given day)	

Differential pay for operating heavy equipment shall be \$1.00 per hour effective 1-1-96.

Differential pay for leadperson shall be \$1.08 per hour effective 1-1-96. (See Article 31)

Differential pay for Lifeguard as Water Safety Instructor or Head Lifeguard shall be \$1.00 per hour effective 1-1-96.

Differential pay for Senior Customer Service Representative, Customer Service Representative, and Customer Service Associate as Manager On Duty shall be \$1.00 per hour effective 1-1-96.

WAGE SCHEDULE  
JULY 1, 1999 HOURLY SALARY DEFINITION

	<u>Start</u> <u>80%</u>	<u>1 Yr.</u> <u>90%</u>	<u>3 Yr.</u> <u>Base</u>	<u>4 Yr.</u> <u>103%</u>	<u>8 Yr.</u> <u>105%</u>	<u>12 Yr.</u> <u>107%*</u>	<u>16 Yr.</u> <u>109%*</u>
Accountant	15.54	17.48	19.42	20.00	20.39		
Accounting Technician	14.04	15.80	17.55	18.08	18.43		
Aquatic Program Rep	8.99	10.12	11.24	11.58	11.80		
Associate Planner	16.80	18.90	21.00	21.63	22.05	22.47	
Building Custodian	8.12	9.14	10.15	10.45	10.66		
Building Inspector	16.80	18.90	21.00	21.63	22.05		
Building Maintenance Worker	11.92	13.41	14.90	15.35	15.65		
Clerk Typist	12.54	14.10	15.67	16.14	16.45	16.77	17.08
Community Gym Representative	8.99	10.12	11.24	11.58	11.80		
Community Service Officer	9.53	10.72	11.91	12.27	12.51		
CSO/Paramedic	13.58	15.28	16.98	17.49	17.83		
Customer Service Associate	6.37	7.16	7.96	8.20	8.36		
Customer Service Representative	8.99	10.12	11.24	11.58	11.80		
Customer Service Representative, Sr	10.62	11.94	13.27	13.67	13.93		
Data Entry Operator	10.11	11.38	12.64	13.02	13.27		
Engineering Technician	14.68	16.52	18.35	18.90	19.27		
Engineering Technician, Senior	16.38	18.42	20.47	21.08	21.49		22.31
Environmental Health Officer	16.38	18.42	20.47	21.08	21.49	21.90	
Facility Technician - Campus	12.34	13.89	15.43	15.89	16.20		
Facility Technician - MCC	12.77	14.36	15.96	16.44	16.76		
Heavy Equipment Mechanic	14.55	16.37	18.19	18.74	19.10		
Heavy Equipment Mechanic, Lead	15.32	17.24	19.15	19.72	20.11	20.49	
Lifeguard	7.18	8.08	8.98	9.25	9.43		
Maintenance Worker	13.97	15.71	17.46	17.98	18.33		
Naturalist	15.29	17.20	19.11	19.68	20.07		
Receptionist	11.92	13.41	14.90	15.35	15.65		
Secretary	13.58	15.28	16.98	17.49	17.83	18.17	18.51
Utility Maintenance Worker	14.19	15.97	17.74	18.27	18.63		
VEM Technician	12.36	13.91	15.45	15.91	16.22		

WAGE SCHEDULE  
JULY 1, 1999 HOURLY SALARY DEFINITION

The following salary ranges are in effect only for employees hired prior to 1-1-96.

	<u>Start</u> <u>80%</u>	<u>1 Yr.</u> <u>90%</u>	<u>2 Yr.</u> <u>Base</u>	<u>4 Yr.</u> <u>103%</u>	<u>8 Yr.</u> <u>105%</u>	<u>12 Yr.</u> <u>107%*</u>	<u>16 Yr.</u> <u>109%*</u>
Maintenance Worker II	13.97	15.71	17.46	17.98	18.33	18.68	19.03
Utility Maintenance Worker II	14.19	15.97	17.74	18.27	18.63		
Heavy Equipment Mechanic, Lead	15.32	17.24	19.15	19.72	20.11	20.49	

\* Refer to Article 35.2--Longevity.

Note: Building Custodian class will receive an additional \$.623/hour adjustment with 1-1-2000 COLA adjustment and again on 7-1-2000. (\$.623/hour is added to base after COLA adjustment and other steps are adjusted accordingly on each of these two dates.)

AGENDA REPORT

Agenda Item G7

To: City Manager Michael McGuire  
From: Chief of Police Donald Winger *DW*  
Subject: Award  
Date: June 4, 1999

Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

Introduction

On May 19, 1999, the Maplewood Police Department received a Cooperative Public Service Award from Partnership Minnesota "for outstanding achievement in serving citizens through the Community Accountability And Prevention (CAAP) program." The award was presented by Mickey Ibarra, Assistant to the President of the United States and Director of Intergovernmental Affairs, at the Hubert Humphrey Institute.

Background

The Maplewood Police Department, in partnership with I.S.D. #622, helped implement the CAAP program, which replaces out-of-school suspension for middle school students. Instead of the students being unsupervised in the community, where opportunities for further misconduct could occur, they and their parents agree to participate in CAAP. At CAAP, they are required to keep up with their assigned classwork, meet one-on-one with a social worker for counseling, and perform community service work.

This program brings together the school, students, parents, law enforcement, and community to provide a safe learning environment for students and staff, yet it holds each student responsible for their actions. The recidivism rate for students referred to CAAP during its pilot program was remarkable--it showed a 52% decrease in suspendable offenses.

Recommendation

It is recommended that the Maplewood Police Department and I.S.D. #622 be recognized for their roles in establishing this award-winning program.

Action Required

Submit to the City Council.

DSW:js

**MEMORANDUM**

**To:** City Manager Mike McGuire  
**From:** Emergency Management Director Larry J. Cude  
**Date:** June 7, 1999  
**Subject:** Mass Shelter Agreement

Action by Council:

Endorsed \_\_\_\_\_  
 Modified \_\_\_\_\_  
 Rejected \_\_\_\_\_  
 Date \_\_\_\_\_

In the past, we have relied mainly on the American Red Cross for assistance with any disaster-related sheltering needs. The American Red Cross has shelter agreements with many churches, schools and similar facilities. While they have shelter agreements with a number of facilities in Maplewood, they would, by no means, be sufficient for wide-spread sheltering needs.

In our Y2K preparations, we became aware of the possible need for additional sheltering facilities in Maplewood. If wide-spread heat loss or power outages should occur due to Y2K (or other type of disaster), Red Cross shelters would become full in a very short time. Another concern is that Red Cross shelters do not necessarily have backup heat and power sources. This prompted us to do some investigating into additional shelter locations to house Maplewood residents.

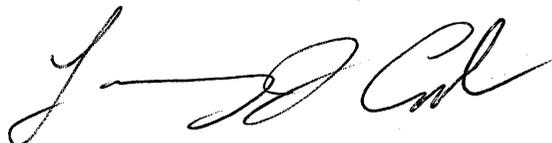
Our investigations took us to facilities that already have backup heat and electric sources, such as backup generators. The three nursing home facilities in Maplewood have backup generators and have indicated that they could house a number of Maplewood residents for short term, if needed. Additional facilities that we have contacted who would be willing to shelter residents include assisted living facilities/senior housing, 3M Company, Maplewood Mall and St. John's Hospital. St. Paul's Monastery also has space for many people, but do not currently have a backup generator.

The American Red Cross uses a Mass Shelter Agreement with their shelter facilities to insure they will be able to use them when shelter is needed. Based on the Red Cross agreement, we have developed the attached Mass Shelter Agreement for our use with facilities that we have contacted. This will insure that we will have access to these shelter facilities if they are needed during a disaster or emergency situation.

City Attorney Pat Kelly has reviewed and approved the attached Mass Shelter Agreement and agrees it is needed.

I recommend that the City Council review and authorize the City of Maplewood Mass Shelter Agreement.

LJC:ajo



attachment

# Bannigan & Kelly, P.A.

A T T O R N E Y S   A T   L A W

1750 NORTH CENTRAL LIFE TOWER  
445 MINNESOTA STREET  
SAINT PAUL, MINNESOTA 55101-2132

JOHN F. BANNIGAN, JR.  
PATRICK J. KELLY  
SONG LO FAWCETT  
STEPHEN KELLY  
SIA LO  
JULI STENSLAND

(651) 224-3781  
Facsimile (651) 223-8019

Internet Address:  
bankelly@uswest.net

OF COUNSEL:  
JOHN (JACK) F. EBNER

June 2, 1999

Mr. Larry Cude  
Emergency Management Director  
Maplewood City Hall  
1830 East County Road B  
Maplewood, MN 55109-2797

*Re: City of Maplewood Emergency Shelter Agreement*

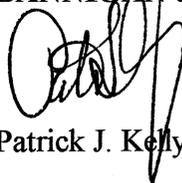
Dear Mr. Cude:

Enclosed please find a copy of the Emergency Management Mass Shelter Agreement.

For purposes of review, we should discuss the authorization of said Agreement through the City Council. In addition, we should also discuss and verify with our insurance carrier "coverage". At your earliest convenience, please contact me. I really appreciate being a part of the Y2k Task Force. It's confirms that Maplewood is well prepared for the Y2k.

Respectfully yours,

**BANNIGAN & KELLY, P.A.**



Patrick J. Kelly

PJK:ace

Enclosure

**received**  
6-3-99

**City of Maplewood  
Emergency Management Department  
Mass Shelter Agreement**

This agreement is made and entered into between the Director of \_\_\_\_\_ in Ramsey County, State of Minnesota and the City of Maplewood, Emergency Management Department hereinafter referred to as Maplewood Emergency Management.

Pursuant to the terms of federal statutes, Maplewood Emergency Management provides emergency services on behalf of individuals and families who are victims of disaster. The \_\_\_\_\_ is authorized to permit Maplewood Emergency Management to use our facility for mass care shelter required in the conduct of Maplewood Emergency Management disaster services activities, and wishes to cooperate with Maplewood Emergency Management for such purposes.

The parties hereto mutually desire to reach an understanding that will result in making the \_\_\_\_\_ available to Maplewood Emergency Management. Now, therefore, it is mutually agreed between the parties as follows:

1. \_\_\_\_\_ agrees that, after meeting its responsibility to their residents and clients, it will permit, to the extent of its ability and upon request by Maplewood Emergency Management, the use of its physical facility by Maplewood Emergency Management as mass shelter for the victims of disasters.
2. Our facility can shelter approximately \_\_\_\_\_ disaster victims, in addition to our current residents.

In witness thereof, \_\_\_\_\_ has caused this agreement to be executed by the Director, and Maplewood Emergency Management has caused this agreement to be executed by the Director, said agreement to become effective and operative upon the fixing of the last signature hereto.

Signatures to the Agreement:

\_\_\_\_\_  
Maplewood Emergency Management

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM**

TO: City Manager  
FROM: Ken Roberts, Associate Planner  
SUBJECT: **Easement Vacation**  
LOCATION: Hoyt Avenue right-of-way, east of Sterling Street  
DATE: May 20, 1999

Action by Councils

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

**INTRODUCTION**

Mr. Bob McAdam, representing Landmark, Inc., is proposing to vacate part of an unused drainage and utility easement. This easement is over the former Hoyt Avenue street right-of-way, east of Sterling Street. (See the maps on pages 4 and 5.)

**BACKGROUND**

On January 25, 1993, the city council made several approvals for the Oak Ridge Estates residential development. These included vacating the unused Hoyt Avenue right-of-way, east of Sterling Street. As a condition of this vacation, the city kept a drainage and utility easement over all the vacated street right-of-way. (Please see the maps on pages 4 and 5.)

**DISCUSSION**

Maplewood has no plans to install any utilities or a street in this easement. Mr. McAdam is requesting this vacation so that he may build a new house on a new lot facing Sterling Street without the easement interfering with the building pad. (See the survey on page 5 and his statement on page 6.) This vacation would run from Sterling Street on the west to the Glendon Street right-of-way on the east, along the all the adjacent lots in the Bradley Oaks Addition.

**COMMISSION ACTION**

On May 17, 1999, the planning commission recommended approval of this vacation.

**RECOMMENDATION**

Adopt the resolution on page 7. This resolution vacates the north 23 feet of the public drainage and utility easement over the vacated Hoyt Avenue right-of-way, east of Sterling Street. The city should vacate this easement because:

1. It is in the public interest.
2. The city and the adjacent property owners have no plans to build a street or utilities in this location.
3. The adjacent properties have access to public streets and utilities.

## REFERENCE

### SITE DESCRIPTION

Existing land use: Undeveloped

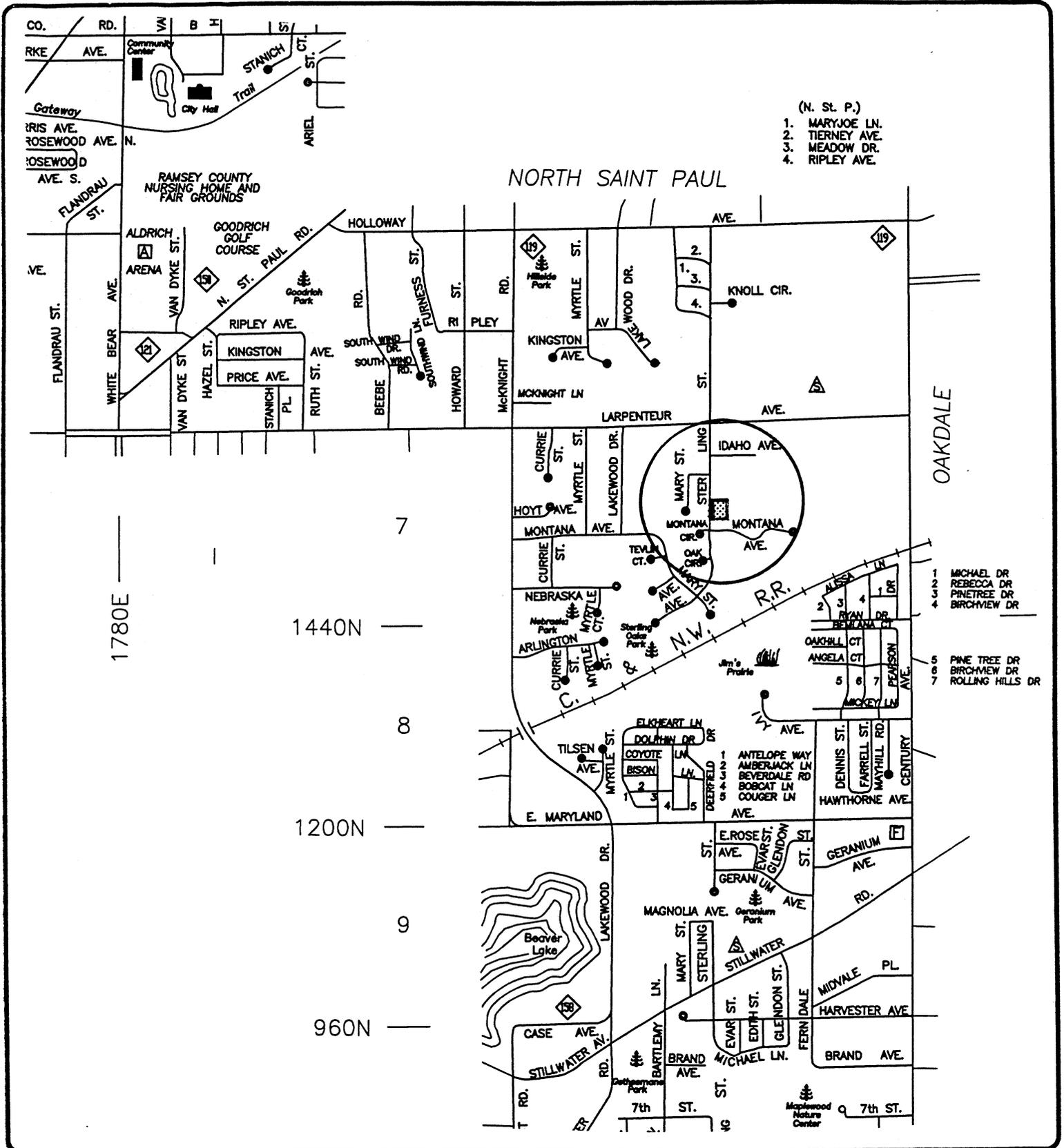
### SURROUNDING LAND USES

North: An existing single dwelling and detached garage  
East: Wetland  
South: A single dwelling under construction  
West: A drainage area across Sterling Street

p:sec24-29/hoytease.vac

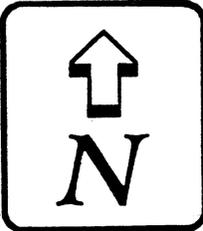
Attachments:

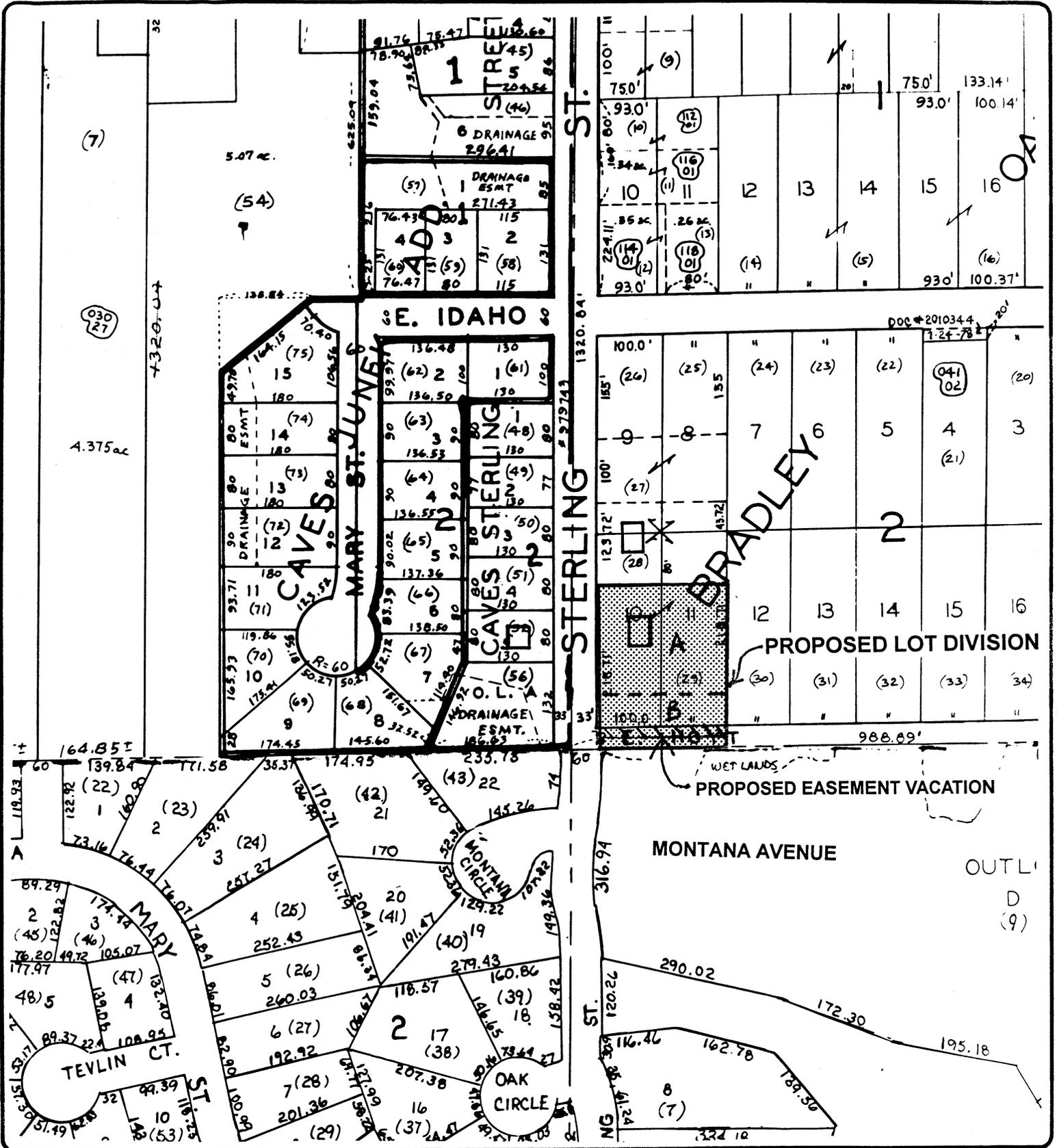
1. Location Map
2. Property Line/Zoning Map
3. Site Survey
4. Applicant's Statement
5. Vacation Resolution



- (N. St. P.)
1. MARYJOE LN.
  2. TIERNEY AVE.
  3. MEADOW DR.
  4. RIPLEY AVE.

# LOCATION MAP



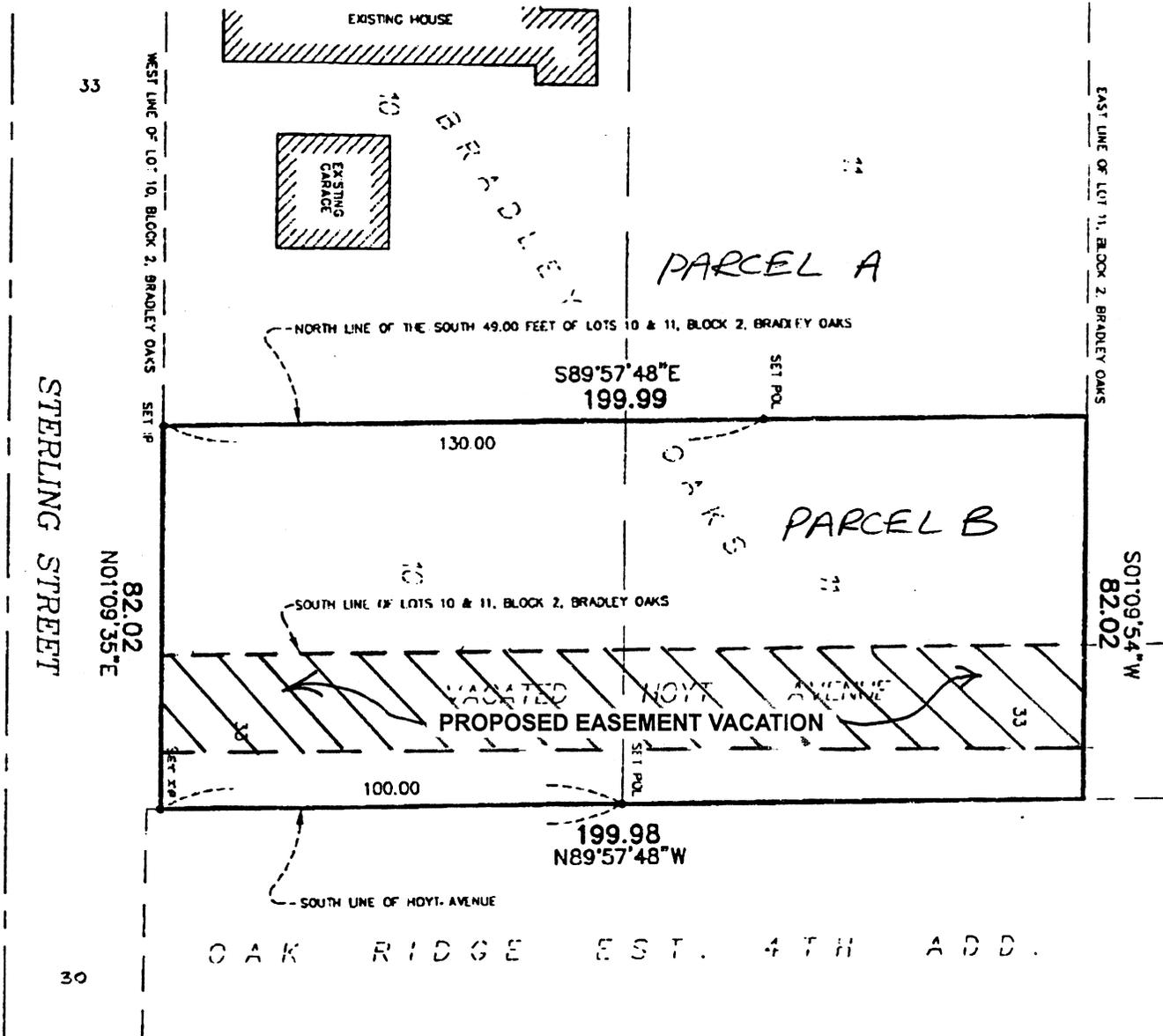


# PROPERTY LINE MAP





Bearings shown are assumed



Certificate of Survey for: LANDMARK CUSTOM HOMES

# SITE PLAN



Landmark, Inc.  
4732 Larkspur Ln.  
Lake Elmo, MN 55042

4-26-99

City of Maplewood

The North 23ft of the 33ft. easement for Hoyt Ave. going east from Sterling St. N. for a distance of 200ft ends at a pond making this easement unuseable for a street.

Utilities & streets to serve possible land to the east of the pond have been provided for on Montana Ave. E. in Oak Ridge Estates 4th Addition by Outlot "A".

This vacation will also allow Landmark Inc. to drain the storm water into the existing pond to the East over the remaining 10ft easement rather than ponding on the existing 33' easement

Respectfully

Landmark Inc.

Robert J. McLaughlin  
President

## EASEMENT VACATION RESOLUTION

WHEREAS, Mr. Bob McAdam, representing Landmark Inc., applied for the vacation of the following-described easement:

The north 23 feet of the drainage and utility easement over the former Hoyt Avenue street right-of-way, lying east of Sterling Street in Section 24, Township 29, Range 22, Maplewood, Minnesota.

WHEREAS, the history of this vacation is as follows:

1. On May 17, 1999, the planning commission recommended that the city council approve this vacation.
2. On June 14, 1999, the city council held a public hearing. The city staff published a notice in the Maplewood Review and sent a notice to the abutting property owners. The council gave everyone at the hearing a chance to speak and present written statements. The council also considered reports and recommendations from the city staff and planning commission.

WHEREAS, after the city approves this vacation, public interest in the property will go to the following abutting properties:

Lots 10 through 18, Block 2, Bradley Oaks Addition in Section 24, Township 29, Range 22, Ramsey County, Minnesota

NOW, THEREFORE, BE IT RESOLVED that the city council approve the above-described vacation for the following reasons:

1. It is in the public interest.
2. The city and the adjacent property owners have no plans to build a street or utilities in this location.
3. The adjacent properties have access to public streets and utilities.

The Maplewood City Council adopted this resolution on \_\_\_\_\_, 1999.

MINUTES OF THE MAPLEWOOD PLANNING COMMISSION  
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA  
MAY 17, 1999

VI. NEW BUSINESS

A. Easement Vacation—Hoyt Avenue Right-of-Way, East of Sterling Street

Ken Roberts, associate planner, presented the staff report. He said that the vacated street went to the properties to the north and became part of the Bradley Oaks plat. Mr. Roberts said the resolution is written to cover vacation of the entire easement lying east of Sterling Street.

Bob McAdam, the president of Landmark Custom Homes, was present. He said water was being trapped on this parcel of property as they were building on it. If this easement is vacated, Mr. McAdams said the water from the property will then drain into the existing wetland pond in the back. There were no questions for Mr. McAdam.

Commissioner Pearson moved the Planning Commission adopt the resolution which vacates the north 23 feet of the public drainage and utility easement over the vacated Hoyt Avenue right-of-way, east of Sterling Street. The city should vacate this easement because:

1. It is in the public interest.
2. The city and the adjacent property owners have no plans to build a street or utilities in this location.
3. The adjacent properties have access to public streets and utilities.

Commissioner Frost seconded.

Ayes—all

The motion passed.

MEMORANDUM

TO: City Manager  
 FROM: Thomas Ekstrand, Associate Planner  
 SUBJECT: **Rezoning and Design Review – Office Depot and Pier 1 Imports**  
 LOCATION: Southeast corner of White Bear Avenue and Lydia Avenue  
 DATE: May 26, 1999

Action by Council:

Endorsed \_\_\_\_\_  
 Modified \_\_\_\_\_  
 Rejected \_\_\_\_\_  
 Date \_\_\_\_\_

**INTRODUCTION**

**Project Description**

The Centres Group is asking for plan approval to build a 40,155-square-foot retail building for an Office Depot and Pier 1 Imports. The proposed site is the Bruentrup Farm property at 2980 White Bear Avenue. Refer to the maps on pages 8–10. The proposed building would have an exterior of rock-face concrete block and rock-face brick-pattern block. Refer to the building elevations in the plans.

**Requests**

The applicant is requesting that the city approve:

1. A rezoning from F (farm residential) to BC (business commercial). The property is designated BC on the comprehensive land use plan. Refer to the applicant's letter on pages 11–12.
2. Building, site and landscaping plans.

**BACKGROUND**

In January, 1999, the city council considered a request from the Maplewood Historical Society that the city purchase the Bruentrup Farm. The historical society hoped to preserve it as a reminder of Maplewood's heritage. After serious consideration, including a study by Decision Resources and an attempt to find financial support from Maplewood residents, the council found that saving the farm was financially infeasible.

The historical society and the city then jointly pursued financial assistance from the state legislature to help pay for moving the farm house, windmill, barn and granary to a site on County Road D between Ariel Street and McKnight Road. On May 17, the state legislature passed an Economic Development Omnibus Bill to appropriate \$100,000 to relocate these structures.

**DISCUSSION**

**Rezoning**

The city council should approve this rezoning. BC zoning would comply with the comprehensive plan and would be compatible with the surrounding development.

## **Wetland Code**

The pond on this site is a Class-5 Wetland. The ordinance does not require a wetland-protection buffer around Class-5 wetlands. The proposed development is in compliance with the city wetland requirements.

## **Design Considerations**

### Building Design

The building would be attractive. Staff recommends, however, that the entire north elevation be treated with the same brick-pattern material as the west elevation. The north elevation faces Lydia Avenue and should not transition from the brick-pattern to rock-face block.

### Landscaping, Screening and Retaining Wall

The proposed landscaping would be attractive and would enhance the site. The screening code, however, requires that the applicant provide a six-foot-tall and 80 percent opaque visual screen between Concordia Arms and the proposed parking lot. The landscape plan should be expanded in back to attain this 80 percent opaque screening for Concordia Arms.

The Concordia Arms management requested that their westerly berm be cut down to their parking lot level and a screening fence be installed to provide buffering between the two sites. Staff feels that the berm is providing a substantial screen as it is, especially next to the Concordia Arms parking lot. A combination of a screening fence, evergreens and berming could be utilized to provide proper screening between the apartment building and the proposed project.

If the owners of Concordia Arms and the developer agree they feel the berm should be cut down, the developer should submit a revised grading plan and a revised landscaping/screening plan for staff approval.

The applicant has proposed a retaining wall around the pond. This wall would be eight to twelve feet tall. The applicant should be required to install a protective guard rail at the top. The design of and materials of this wall should be submitted to staff for approval.

### Parking

The applicant is meeting the parking code with the proposed 196 spaces. The four extra "proof-of-parking" spaces are not necessary.

### Roof-Equipment Screening

Roof-top mechanical equipment that is visible from roadways and nearby commercial properties must be painted to match the building. The roof-top equipment must be screened, however, from Concordia Arms Apartments to the east.

### Existing Driveway Openings

There are two existing driveway curb cuts to the farm site—one along each street. The applicant should close these and restore the ground.

### Parking Lot Connection to Edina Realty

This driveway connection only benefits Edina Realty. Staff does not have any objection to this connection, but recommends that the two property owners grant each other reciprocal access easements.

### Sidewalks

The applicant should extend the concrete sidewalks along both of their street frontages. Presently, there is a sidewalk along Lydia Avenue in front of Concordia Arms that ends at the applicant's east lot line. There is also a sidewalk in front of Edina Realty that ends at the south edge of Edina's entrance drive. Staff recommends that the applicant provide sidewalks along both of their street frontages as well as the short section of sidewalk on Edina Realty's property between Edina's driveway and the common lot line.

## **COMMITTEE ACTIONS**

May 17, 1999: The planning commission recommended approval of the rezoning.

May 25, 1999: The community design review board recommended approval of the design plans.

## **RECOMMENDATIONS**

- A. Adopt the resolution on pages 13–14 approving a rezoning from F (farm residential) to BC (business commercial) for the 6.26 acre property at the southeast corner of White Bear Avenue and Lydia Avenue (presently addressed as 2980 White Bear Avenue). Approval is based on the following findings:
1. The proposed change is consistent with the spirit, purpose and intent of the zoning code.
  2. The proposed change will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood, and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded.
  3. The proposed change will serve the best interests and conveniences of the community, where applicable, and the public welfare.
  4. The proposed change would have no negative effect upon the logical, efficient, and economical extension of public services and facilities, such as public water, sewers, police and fire protection and schools.
  5. The proposed change is consistent with the Maplewood Comprehensive Plan.
- B. Approve the plans, date-stamped April 27, 1999, for proposed Office Depot and Pier 1 Imports at the southeast corner of White Bear Avenue and Lydia Avenue. Approval is subject to the following conditions:
1. Repeat this review in two years if the city has not issued a building permit for this project.

2. Before getting a building permit, the applicant shall:
  - a. Submit grading, drainage, utility and erosion control plans to the city engineer for approval. This plan shall also detail the closing of the two existing curb cuts, the new street curb installation and ground restoration.
  - b. Revise the north elevation of the Pier 1 Imports building to provide the same brick-pattern detailing and color scheme as proposed on the west elevation. This brick detailing shall return eight feet on the east elevation of Pier 1 Imports.
  - c. Provide plans of the retaining wall for staff approval showing a protective railing at the top. The design and color of the retaining wall shall be compatible with the building.
  - d. Revise the landscape plan for staff approval maintaining the berm and providing for a six-foot-tall and 80 percent opaque screen next to the Concordia Arms Apartments.
  - e. If the owners of Concordia Arms and the developer agree that they feel the Concordia Arms berm should be cut down, the developer should submit a revised grading plan and a revised landscaping/screening plan for staff approval.
3. The applicant shall complete the following before occupying the building:
  - a. Install a reflectorized stop sign at both exits and a handicap-parking sign for each handicap parking space.
  - b. Provide continuous concrete curb and gutter all around the parking lot and driveways.
  - c. Remove the two existing driveway curb cuts and restore the ground and street curbing in both areas.
  - d. Install the guardrail on top of the retaining wall.
  - e. Paint the rooftop mechanical equipment to match the building color if the units are visible from the streets and nearby commercial properties. Provide screening around rooftop mechanical equipment if visible from Concordia Arms. (code requirements)
  - f. Construct the trash dumpster enclosure using the same materials and color as the building. This enclosure shall have a 100 percent opaque gate.
  - g. Install an in-ground lawn irrigation system for all landscaped areas. (code requirement)
  - h. Provide site-security lighting as required by the code. The light source, including the lenses covering the bulbs, shall be concealed or recessed so not to cause any nuisance to drivers or neighbors.
  - i. Construct sidewalks along the Lydia Avenue and White Bear Avenue frontages to the intersection of these streets. The sidewalks shall be ramped to meet the street grade at the intersection and driveway crossings. The applicant shall also provide the short section of sidewalk on the Edina Realty property between Edina's driveway and their north lot line.

4. If any required work is not done, the city may allow temporary occupancy if:
  - a. The city determines that the work is not essential to the public health, safety or welfare.
  - b. The city receives a cash escrow or an irrevocable letter of credit for the required work. The amount shall be 200 percent of the cost of the unfinished work. Any unfinished landscaping shall be completed by June 1 if the building is occupied in the fall or winter or within six weeks if the building is occupied in the spring or summer.
5. This approval does not include the signs. Signs will be reviewed by staff through the sign-permit process.
6. All work shall follow the approved plans. The director of community development may approve minor changes.

## CITIZENS' COMMENTS

I surveyed the 19 property owners within 350 feet of this site. There were three replies.

### Replies

1. Vergie Daniski, a resident of Concordia Arms, expressed concern about truck-exhaust odors.
2. Another resident of Concordia Arms called with concerns about truck fumes and requesting a privacy fence on the west side of their property.
3. Barbara Kohlman, the manager at Concordia Arms, had the following comments:
  - a. The Lydia Avenue sidewalk should be extended to White Bear Avenue.
  - b. The city should acquire the portion of this site adjacent to Maplewood Hills Park and provide community garden plots.
  - c. The tall berm along Concordia Arms' west lot line should be cut down to their parking lot level to aid driver's visibility when exiting the apartment site. The developer should then install a screening fence like the one Concordia Arms has on their east lot line.

## REFERENCE INFORMATION

### SITE DESCRIPTION

Site size: 6.26 acres

Existing land use: The Bruentrup Farm

### SURROUNDING LAND USES

North: Lydia Avenue and the Plaza 3000 shopping center

South: Edina Realty and Maplewood Hills Park

West: White Bear Avenue, Twin City Federal and Firstar Bank

East: Concordia Arms Senior Housing apartments

### PLANNING

Land Use Plan designation: BC

Zoning: F

### Findings for Rezoning Approval

Section 36-485 states that the city council must determine the following to change the zoning map:

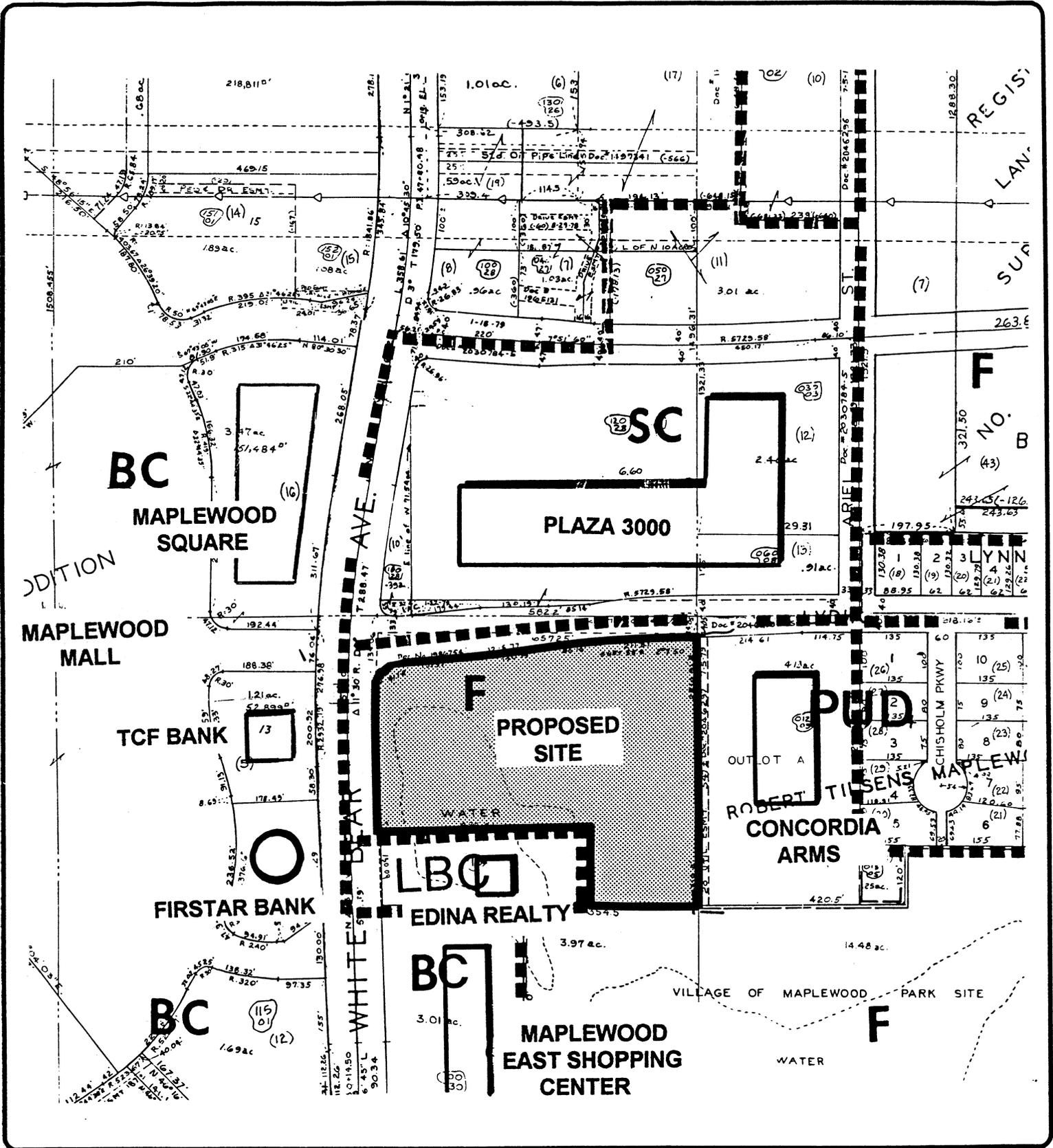
1. The proposed change is consistent with the spirit, purpose and intent of the zoning code.
2. The proposed change will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood, and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded.
3. The proposed change will serve the best interests and conveniences of the community, where applicable, and the public welfare.
4. The proposed change would have no negative effect upon the logical, efficient, and economical extension of public services and facilities, such as public water, sewers, police and fire protection and schools.

p:\sec2n\offdepot.mem

Attachments:

1. Location Map
2. Property Line/Zoning Map
3. Site Plan
4. Applicant's letter dated April 16, 1999
5. Resolution
6. Plans date-stamped April 27, 1999 (separate attachments)





# PROPERTY LINE / ZONING MAP







*A member of the Centres Group*

April 16, 1999

Mr. Tom Ekstrand  
Associate Planner  
City of Maplewood  
1830 East County Road B

Re: Rezoning Application Narrative

Dear Mr. Ekstrand:

We are requesting the rezoning of our site from F (Farm/Residential) to BC (Business Commercial). This rezoning request is in conformance with the City of Maplewood's Comprehensive Plan that designates the property as BC (Business/Commercial).

The proposed uses are Pier 1 and Office Depot.

The following are responses to the questions posed in the City's application materials:

Reducing traffic congestion

This development will reduce traffic congestion because it is located on a site where there is already appropriate infrastructure in place for commercial development. The intersection of White Bear Avenue and Lydia Avenue is signalized and sized to handle large volumes of commercial traffic.

We are proposing no access points along White Bear Avenue to prevent the creation of any friction points that can reduce the carrying capacity of a roadway. Our access points on Lydia are pushed well back from the intersection so as not to interfere with the efficient operation of the traffic signal. In addition, the proposed uses are low retail traffic generators.

We are proposing to reduce some of the traffic impact by working with our neighbor to the south to establish access easements across our properties. This will assist our neighbor's property that currently has limited access by allowing southbound patrons to cross our parking lot and access Lydia Avenue.

Improving safety from fire and other dangers

The proposed project will be constructed in compliance with the latest fire codes. Neither Office Depot nor Pier 1's operations involve any unusual dangers.

Providing adequate light and open space

This project provides light and open space in excess of the City's requirements. In particular, a large portion of the site is being preserved in its wetland state and open space is being left adjacent to the public land south of this site.

We are also working with the City's Parks Department to extend the public trail system across our site. This increase to the trail system will enhance the public's access to the existing public open space area south of our site.

Avoiding overcrowding

The amount of open space on the site and the building orientation prevents overcrowding both on the site and off.

Impacts on the use of neighboring properties and neighborhood character

This rezoning would allow a retail use that would be compatible with the Comprehensive Plan and the surrounding retail uses on White Bear Avenue.

The project should have a positive impact on the public open space use to the south since we are proposing extending the trail system to Lydia Avenue.

The design of the project has paid special attention to the residential use east of the subject property. The building materials on the rear of the buildings are the same as that on the front of the structure, the building is set back 100 feet from the property line, the rear parking and drive lanes are set back are over twice the rear parking setback. The loading docks for both Office Depot and Pier 1 have been positioned so that they will not be visible from the residential building.

Adequacy of public facilities

All public facilities appear to be adequate for this development.

We believe that this rezoning is in conformance with the intent of the Comprehensive Plan and we look forward to bringing a quality retail development to the City of Maplewood.

Please contact me if you have any questions.

Sincerely,



V. Paul Bilotta, AICP  
Centres Group, Ltd.

## RESOLUTION: ZONING MAP CHANGE

WHEREAS, the Centres Group, LTD applied for a change in the zoning map from F (farm residential) to BC (business commercial).

WHEREAS, this change applies to the property at the southeast corner of White Bear Avenue and Lydia Avenue (presently addressed as 2980 White Bear Avenue). The legal description is:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 2, TOWNSHIP 29, RANGE 22, LYING EASTERLY OF THE CENTER LINE OF WHITE BEAR AVENUE AND LYING NORTHERLY OF THE SOUTH 731.5 FEET THEREOF, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR RAMSEY COUNTY,

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 29, RANGE 22, RAMSEY COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF WHITE BEAR AVENUE AND THE NORTH LINE OF THE SOUTH 731.50 FEET OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE EAST (ASSUMED BEARING) ALONG SAID NORTH LINE OF THE SOUTH 731.50 FEET A DISTANCE OF 430.00 FEET; THENCE NORTH A DISTANCE OF 150.00 FEET; THENCE WEST A DISTANCE OF 435.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WHITE BEAR AVENUE; THENCE SOUTH 2 DEGREES 00 MINUTES 30 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 150.09 FEET TO THE POINT OF BEGINNING.

WHEREAS, the history of this change is as follows:

1. On May 17, 1999, the planning commission recommended that the city council approve the change.
2. On June 14, 1999, the city council held a public hearing. The city staff published a notice in the Maplewood Review and sent notices to the surrounding property owners. The council gave everyone at the hearing an opportunity to speak and present written statements. The council also considered reports and recommendations from the city staff and planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the city council approve the above-described change in the zoning map for the following reasons:

1. The proposed change is consistent with the spirit, purpose and intent of the zoning code.
2. The proposed change will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood, and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded.
3. The proposed change will serve the best interests and conveniences of the community, where applicable, and the public welfare.

4. The proposed change would have no negative effect upon the logical, efficient, and economical extension of public services and facilities, such as public water, sewers, police and fire protection and schools.
5. The proposed change is consistent with the Maplewood Comprehensive Plan.

The Maplewood City Council approved this resolution on June 14, 1999.

**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION**  
**1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA**  
**MAY 17, 1999**

**B. Centres Group Ltd. Retail Development Zoning Map Change (F to BC) (White Bear and Lydia Avenues)**

Ken Roberts, associate planner, presented the staff report. Commissioner Trippler asked how it could be determined that changing a 6-acre farm into a commercial development would have no affect on the nature of the neighborhood. Mr. Roberts said it was staff's opinion that, with the proper setbacks, screening and landscaping and the fact that this property is bordered on three sides by commercial use, this development would not detract from the neighborhood. He said the green strip between the parking lot and the property line must have either a berm or landscaping/fencing to create screening and the distance from the property line to the back of the building has to be at least 100 feet.

Melinda Coleman, director of community development, said staff has had contact with the manager and some residents of Concordia Arms, the facility to the east. These people have been working with Paul Bilotta of the Centres Group on screening and berming. Ms. Coleman added that Concordia Arms was not opposed to the project.

Commissioner Trippler wondered where the information comes from to make the absolute statements contained in staff's recommendation. Melinda Coleman, director of community development, explained that the city attorney admitted, when speaking about how findings are made, that there is some subjectivity. She said if the commission felt this didn't make sense or the language should be changed, this could be looked at in the future. Commissioner Rossbach was of the opinion that there hadn't been a farm on this site for years—only farm buildings. He said it was always thought that this would become a commercial area.

Commissioner Seeber questioned whether the increase in traffic in the area needed to be addressed. He felt there was already a traffic problem on White Bear Avenue. Ken Haider, city engineer, thought traffic moved reasonably well on Beam and White Bear Avenues. He said it was consistent with a regional shopping center.

Paul Bilotta, with Centres Group, was present. There were no questions of the applicant. Mr. Bilotta said the loading docks have been turned so that the back Office Depot dock would not face Concordia Arms. The view of the Pier 1 dock is blocked by the Office Depot building. The existing berm between the site and Concordia Arms will be lowered at the request of Concordia Arms. Concordia Arms also requested a six-foot-fence on this side to match the fence on the east side of their building. Centres Group has agreed to do this but will keep the berm if the city requires it.

Commissioner Ledvina moved the Planning Commission adopt the resolution which approves a rezoning from F (farm residential) to BC (business commercial) for the 6.26 acre property at the southeast corner of White Bear Avenue and Lydia Avenue (presently addressed as 2980 White Bear Avenue). Approval is based on the following findings:

1. The proposed change is consistent with the spirit, purpose and intent of the zoning code.
2. The proposed change will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood, and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded.
3. The proposed change will serve the best interests and conveniences of the community, where applicable, and the public welfare.

4. The proposed change would have no negative effect upon the logical, efficient, and economical extension of public services and facilities, such as public water, sewers, police and fire protection and schools.
5. The proposed change is consistent with the Maplewood Comprehensive Plan.

Commissioner Rossbach seconded.

Ayes—all

The motion passed.

**MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD**  
**1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA**  
**MAY 25, 1998**

**VI. DESIGN REVIEW**

A. Office Depot and Pier 1 Imports—Southeast Corner of 2570 White Bear Avenue and Lydia Avenue, Centres Group

Secretary Tom Ekstrand presented the staff report. He said a lighting plan was not required by code but one of the staff recommendations was to have site-security lighting with certain restrictions. Paul Bilotta, of Centres Group, said their primary concern was to "provide a building that is really foresighted because of the residential behind." He said that typically the standards drop-off on the backsides of buildings. Centres Group was willing to maintain the ten-foot berm on the backside of this property but Concordia Arms (the building that borders this site on the east) would prefer to have this berm removed. Mr. Bilotta said either option could be worked into their plan. He said the loading docks have been turned around to face the front and, therefore, the view line of these docks will be narrowed.

Mr. Bilotta said they have used color banding and light and dark colors to break up the building horizontally. In addition, projections have been made on the front of the Office Depot portion and the Office Depot signage has been changed to a tan EIFS with a cornice running on top. He said eight-inch projections have been added to the back of the building and the cornice has been continued around the roofline to vertically break the line of the building. Mr. Bilotta said the roof is not a parapet but rises up around the signage and is flat in the back with raised areas over the columns. He said they have no problems with staff recommendations. The lighting will probably be shoebox lighting.

Mr. Bilotta asked for clarification on whether the brick block on the north side will be required on just the Pier 1 frontage or continue on the portion of the Office Depot that projects. Mr. Ekstrand said he wasn't concerned about the portion of Office Depot that is higher than Pier 1 but he did want the north elevation to be treated the same as the front of the building. Mr. Bilotta stated that there was adequate room for parking and it would be to city code.

According to Mr. Bilotta, Concordia Arms would like the berm taken down to the curb line and a fence added and run along the edge of the parking lot and building line to match the fence on the easterly portion of the Concordia Arms site. He said reasons given for removal of the berm were difficulty with the sight distance to Lydia Avenue and problems with maintenance.

Mr. Bilotta showed samples of the dark base band which goes completely around the building, the reddish-colored block which is the brick-like piece that runs through 50 percent of the building, a light-color band that is around the top, and a very light color single or double brick which is a further break within the lighter band. He also had samples of the blue backing for behind the Pier 1 signage and the tan EIFS backing for the Office Depot sign.

Chairperson Ledvina felt the berm should remain and the construction of a fence should be avoided. If the fence is built, the length should be reduced on the northerly portion of the berm. He said it is difficult to sandwich a fence between trees on a berm. Secretary Ekstrand was of the opinion that the applicant is proposing "a generous amount of landscaping in back on the Concordia Arms side." He thought some of it could be shifted but he was more concerned with the area west of Concordia Arms to give the residents better screening than the parking lot. Mr. Ekstrand suggested berming, even with intermittent fencing. He expected

the landscape plan to be revised to save the berm and change the landscaping to provide more density.

Secretary Ekstrand showed the north elevation of the building and pointed out where the brick detailing went to the edge of Pier 1 Imports and then rock-face block beyond. Boardmember Shankar thought the banding that was suggested to be extended on the other side of the Pier 1 Imports shouldn't stop at the corner but should return about eight feet to the south.

Boardmember Shankar moved the Community Design Review Board approve the plans, date-stamped April 27, 1999, for proposed Office Depot and Pier 1 Imports at the southeast corner of White Bear Avenue and Lydia Avenue. Approval is subject to the following conditions:

1. Repeat this review in two years if the city has not issued a building permit for this project.
2. Before getting a building permit, the applicant shall:
  - a. Submit grading, drainage, utility and erosion control plans to the city engineer for approval. This plan shall also detail the closing of the two existing curb cuts, the new street curb installation and ground restoration.
  - b. Revise the north elevation of the Pier 1 Imports building to provide the same brick-pattern detailing and color scheme as proposed on the west elevation. This brick detailing shall return eight feet on the east elevation of Pier 1 Imports.
  - c. Provide plans of the retaining wall for staff approval showing a protective railing at the top. The design and color of the retaining wall shall be compatible with the building.
  - d. Revise the landscape plan for staff approval providing for a six-foot-tall and 80 percent opaque screen next to the Concordia Arms Apartments.
  - e. If the owners of Concordia Arms and the developer agree that they feel the Concordia Arms berm should be cut down, the developer should submit a revised grading plan and a revised landscaping/screening plan for staff approval.
3. The applicant shall complete the following before occupying the building:
  - a. Install a reflectorized stop sign at both exits and a handicap-parking sign for each handicap parking space.
  - b. Provide continuous concrete curb and gutter all around the parking lot and driveways.
  - c. Remove the two existing driveway curb cuts and restore the ground and street curbing in both areas.
  - d. Install the guardrail on top of the retaining wall.
  - e. Paint the rooftop mechanical equipment to match the building color if the units are visible from the streets and nearby commercial properties. Provide screening around rooftop mechanical equipment if visible from Concordia Arms. (code requirements)

- f. Construct the trash dumpster enclosure using the same materials and color as the building. This enclosure shall have a 100 percent opaque gate.
  - g. Install an in-ground lawn irrigation system for all landscaped areas. (code requirement)
  - h. Provide site-security lighting as required by the code. The light source, including the lenses covering the bulbs, shall be concealed or recessed so not to cause any nuisance to drivers or neighbors.
  - i. Construct sidewalks along the Lydia Avenue and White Bear Avenue frontages to the intersection of these streets. The sidewalks shall be ramped to meet the street grade at the intersection and driveway crossings. The applicant shall also provide the short section of sidewalk on the Edina Realty property between Edina's driveway and their north lot line.
4. If any required work is not done, the city may allow temporary occupancy if:
    - a. The city determines that the work is not essential to the public health, safety or welfare.
    - b. The city receives a cash escrow or an irrevocable letter of credit for the required work. The amount shall be 200 percent of the cost of the unfinished work. Any unfinished landscaping shall be completed by June 1 if the building is occupied in the fall or winter or within six weeks if the building is occupied in the spring or summer.
  5. This approval does not include the signs. Signs will be reviewed by staff through the sign-permit process.
  6. All work shall follow the approved plans. The director of community development may approve minor changes.

Boardmember Johnson seconded.

Chairperson Ledvina made a friendly amendment to have 2. d. read: Revise the landscape plan for staff approval maintaining the proposed berm and providing for a six-foot-tall and 80 percent opaque screen next to the Concordia Arms Apartments.

This amendment was acceptable to Boardmembers Shankar and Johnson.

Ayes—all

The motion passed.

**MEMORANDUM**

TO: City Manager  
FROM: Ken Roberts, Associate Planner  
SUBJECT: **Conditional Use Permit and Design Review – Relocated Bruentrup Farm**  
LOCATION: 2170 County Road D  
DATE: June 9, 1999

Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

**INTRODUCTION**

**Project Description**

The Maplewood Historical Society and Mike Ericson, Assistant to the City Manager, are requesting approval of plans to relocate several of the Bruentrup farm buildings. They want to move these buildings from their current location (2980 White Bear Avenue) to the city-owned property at 2170 County Road D. Refer to the maps on pages 5 and 6. The relocated farm will become the home of the Maplewood Historical Society and the city also may use the facility as a Nature Center or for parks and recreation activities. Please also see the memo from Mike Ericson (starting on page 7) for more information.

**Requests**

The applicants are requesting that the city council approve:

1. A CUP for a public facility. The city code requires a CUP for "public utility, public service or public building uses."
2. A waiver of the code requirements for paving the parking lot, parking lot curbing and striping and in-ground lawn irrigation.
3. The building and site plan.

**BACKGROUND**

On January 11, 1999, the Maplewood City Council decided not to hold a referendum whereby the citizens would have voted to buy the existing farm at 2980 White Bear Avenue. As such, the property became available for development.

On May 24, 1999, the city council approved a motion of support for the relocation of the Bruentrup farm buildings to the city property at 2170 County Road D. (See the motion on page 9.)

On May 25, 1999, Governor Jesse Ventura signed the law approving a \$100,000 grant to the city for project costs for the relocation of the Bruentrup Farm.

**DISCUSSION**

**Conditional Use Permit**

The proposed relocated farm meets the findings for CUP approval and would be compatible with the existing development and land uses in the area. Having this farm relocated to a location that once had a farm should not cause any problems for the city or for the neighbors.

## **Design Considerations**

### Building Design

The proposed relocated farm would be attractive. Staff is proposing to reroof the house, barn and granary with cedar shingles after the contractor moves them since they now are in poor condition.

### Waivers

Staff is recommending that the city council drop several of the conditions of approval that the city code requires of such a project. These include having a paved parking area, concrete curbing, parking lot striping and lawn irrigation. The existing farm does not have these features and the proposed relocated farm is to be set in a historical context. Having concrete curbing, paving and a lawn irrigation system would not fit with a 100-year-old farm.

The lawn-irrigation requirement should not be necessary since there would be on-site personnel that could water the landscaping. The city made this same finding in waiving the lawn-irrigation requirement for the Edgerton Elementary School and the Carver Elementary School expansion proposals.

### Parking Considerations

The proposed site plan does not specify the exact number of off-street parking spaces that the relocated farm will have. The proposed parking areas, however, should be clearly defined with gravel and should have barriers to prevent vehicles from wandering off the gravel.

The city code does not specify minimum parking requirements for such a facility. In addition, there would be room on the site to add more parking if the city council deems it necessary.

### Landscaping and Tree Removal

The proposed plans would preserve most of the trees on the site. There would be some trees and shrubs lost to fit all the buildings and parking areas on the site. The applicant is not proposing any new landscaping with the proposed building relocation and new parking lot, however.

## **COMMISSION ACTION**

On June 7, 1999, the planning commission recommended approval of the CUP and the code waivers for the relocated Bruentrup farm.

On June 8, 1999, the community design review board recommended approval of the design plans for the relocated Bruentrup farm.

## **RECOMMENDATIONS**

- A. Adopt the resolution on pages 15 and 16. This resolution approves a conditional use permit (CUP) for the relocation of the Bruentrup Farm to the city property at 2170 County Road D. This public facility will be for use by the Maplewood Historical Society and for other city functions. The city bases this approval on the ten findings in the city code and is subject to the following conditions:

1. All construction and building locations shall follow the site plan approved by the city. The director of community development may approve minor changes.
  2. The proposed building relocation and new construction must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
  3. The city council shall review this permit in one year.
  4. The city shall add more parking to the site if the city council deems it necessary.
  5. Any new lights shall be installed to meet the city code. This requires that they be screened or aimed so they do not cause any light-glare problems on streets or residential properties.
  6. If necessary, the city shall get a permit from the watershed district for the grading and site disturbance.
- B. Approve the resolution on page 17. This resolution waives the code requirements for parking lot paving, parking lot striping, parking lot curbing and an in-ground irrigation system for the relocated Bruentrup farm at 2170 County Road D.
- C. Approve the plans (dated 5-21-99) for the proposed relocation of the Bruentrup farm to the city property at 2170 County Road D. The city bases this approval on the findings required by the code. The property owner (the city) and the Maplewood Historical Society shall do the following:
1. Repeat this review in two years if the city has not issued a building permit for this project.
  2. Before the city issues a building permit, the city engineer shall complete the necessary grading, drainage, utility and erosion control plans.
  3. The applicant or contractor shall complete the following before occupying the buildings:
    - a. Replace property irons that are removed because of this construction.
    - b. Install reflectorized stop signs at all exits, a handicap-parking sign for each handicap-parking space and an address on the building.
    - c. Construct a trash dumpster enclosure for any outside trash containers. The enclosures must be 100 percent opaque, match the color of the buildings and have a closeable gate that extends to the ground. If the trash container is not visible to the public it does not have to be screened.
    - d. Install site-security lighting as required by the code. The light source, including the lens covering the bulb, shall be concealed so the light source is not visible and so it does not cause any nuisance to drivers or neighbors.
  4. If any required work is not done, the city may allow temporary occupancy if the city determines that the work is not essential to the public health, safety or welfare.
  5. All work shall follow the approved plans. The director of community development may approve minor changes.

## REFERENCE INFORMATION

### SITE DESCRIPTION

Site size (project area): 2 acres

Existing land use: Vacant (was a farm previously)

### SURROUNDING LAND USES (surrounding the proposed facility)

North: Houses across County Road D

South: Town houses on Woodlynn Avenue

West: City open space property

East: City open space and houses on County Road D

### PLANNING

Land Use Plan designation: Existing – OS (open space); Future – G (government facility)

Zoning: F (farm residence district)

### Ordinance Requirements

Section 36-437(1) requires a CUP for public utility, public service or public building uses.

Section 25-70 of the city code requires that the CDRB make the following findings to approve plans:

1. That the design and location of the proposed development and its relationship to neighboring, existing or proposed developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood; that it will not unreasonably interfere with the use and enjoyment of neighboring, existing or proposed developments; and that it will not create traffic hazards or congestion.
2. That the design and location of the proposed development is in keeping with the character of the surrounding neighborhood and is not detrimental to the harmonious, orderly and attractive development contemplated by this article and the city's comprehensive municipal plan.
3. That the design and location of the proposed development would provide a desirable environment for its occupants, as well as for its neighbors, and that it is esthetically of good composition, materials, textures and colors.

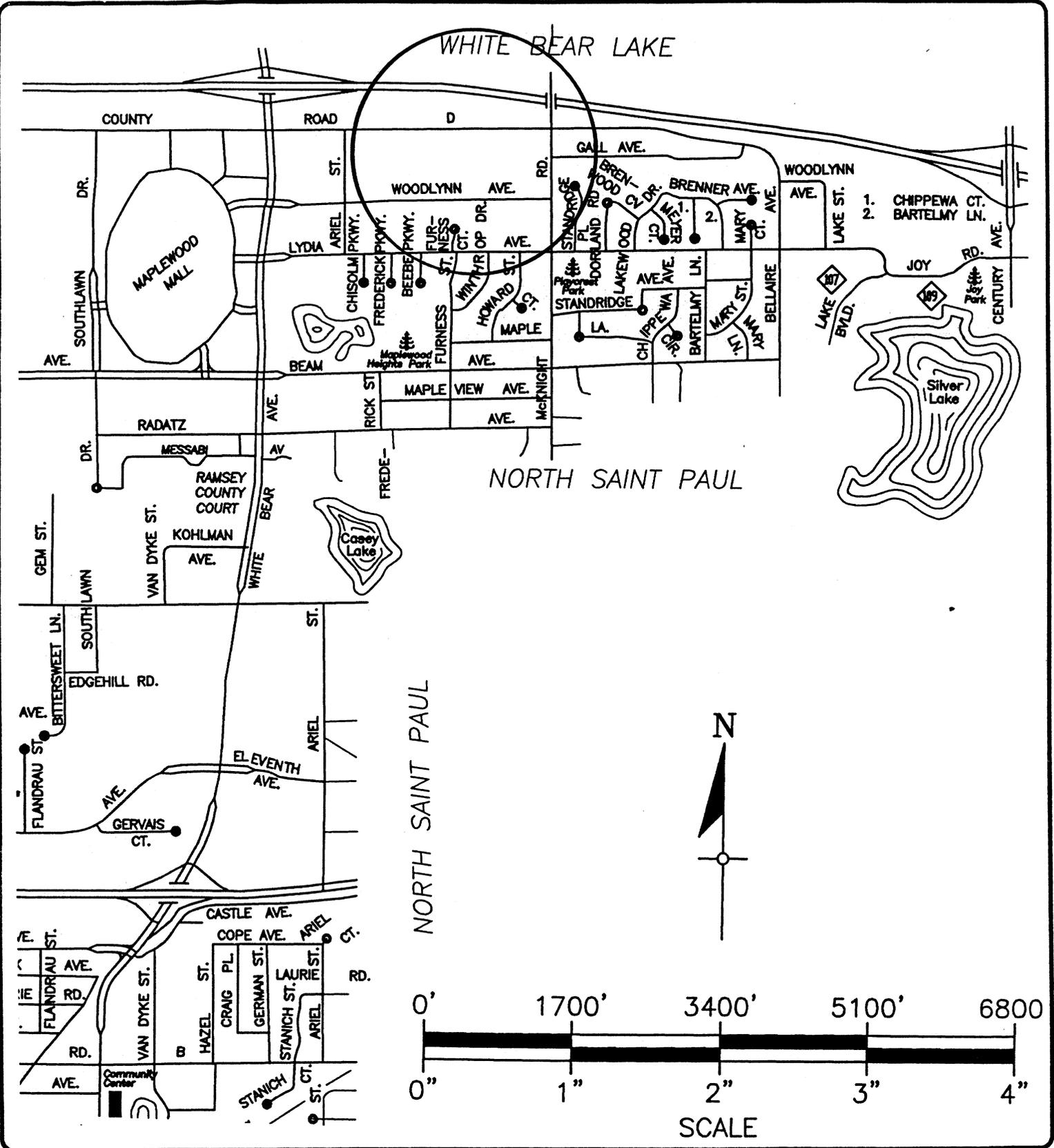
### Findings for CUP Approval

Section 36-442 states that the city council must base approval of CUPs on the ten findings in the resolution on pages 15 and 16.

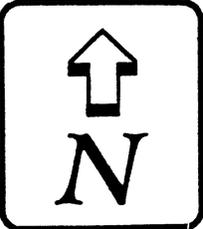
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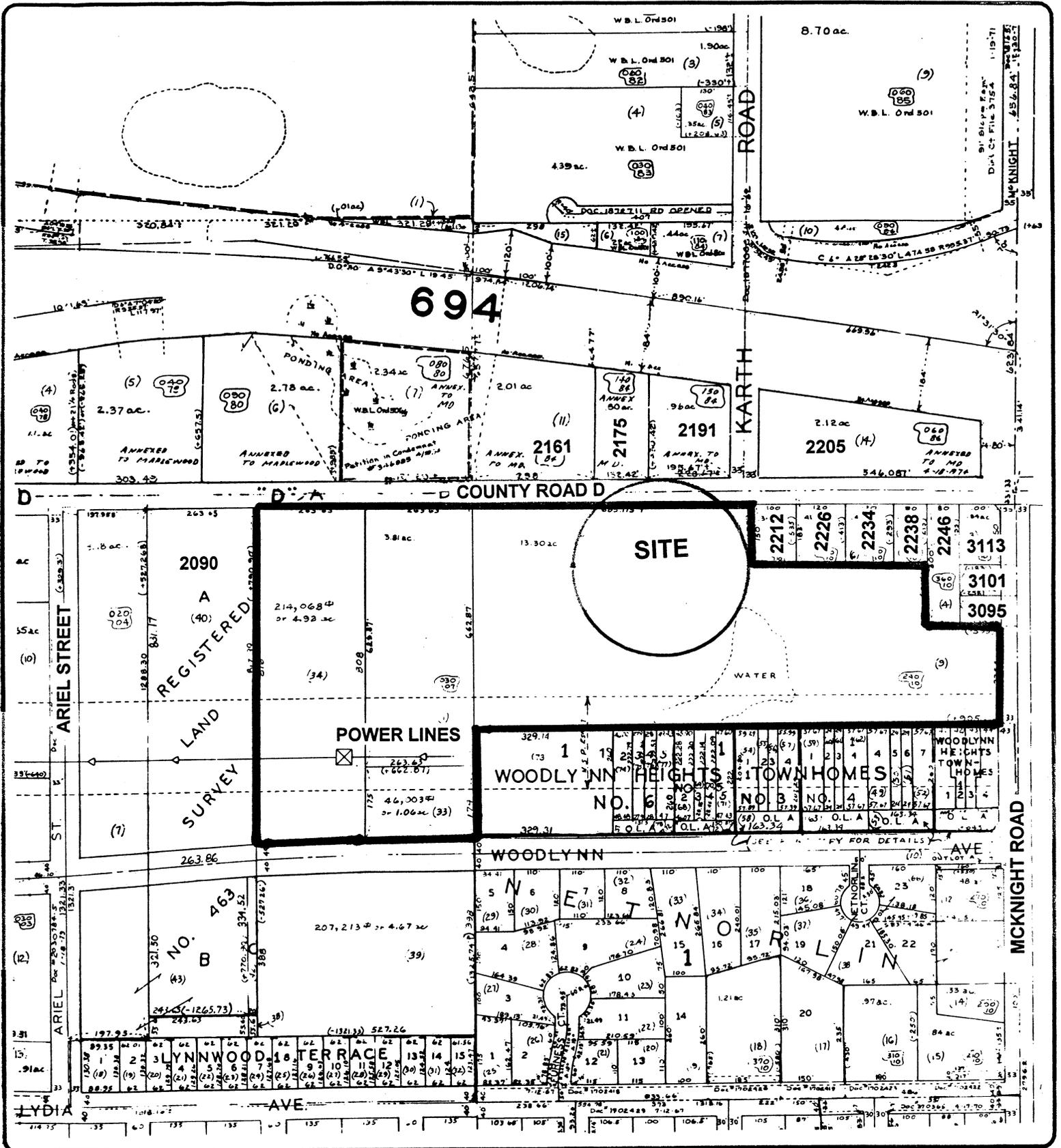
Attachments:

1. Location Map
2. Property Line Map
3. 5-21-99 Memo from Mike Ericson
4. Conditional Use Permit Resolution
5. Code Waiver Resolution



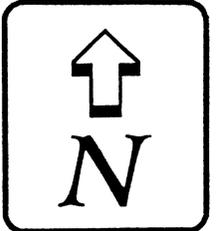
# LOCATION MAP





**PROPERTY LINE MAP**

6



AGENDA ITEM J 1  
(Revised May 21, 1999)

AGENDA REPORT

**TO:** Michael A. McGuire, City Manager

**FROM:** Michael A. Ericson, Assistant to the City Manager 

**RE:** **Approval of Resolution of Support for Bruentrup Farm Relocation Project**

**DATE:** May 21, 1999

INTRODUCTION

At its February 8, 1999 meeting, the Maplewood City Council unanimously approved and supported the Maplewood Historical Society's motion of support to preserve the Bruentrup Farm to the city's Open Space Land on County Road D and relocate the farmhouse, barn, granary, windmill, and any other buildings which funding will permit. Council directed city staff to assist the Society and its legislative efforts with area legislators to seek funding from the Minnesota State Legislature to fund the cost of relocating the buildings.

BACKGROUND

A bill was introduced early in the legislative session by Senator Chuck Wiger and Representative Betty McCollum for \$300,000 to fund the cost of acquiring land, site preparation costs, moving the Bruentrup Farm, and renovation of the buildings. A matching grant with the State of Minnesota in a 75% - state / 25% - city was proposed by the legislators. The bill moved through the legislative process and testimony was provided in both the house and senate committees by Society members and city officials. The amount was eventually reduced to \$100,000 in a 50/50 match and the bill was forwarded to a conference committee for final action. Monitoring of the bill and attendance at committee meetings has been on-going for four months until Friday, May 14, 1999 when the Jobs and Economic Development Conference Committee approved the Omnibus Bill which included a \$100,000 grant to the city. The city's equal matching share at present is a \$100,000 cash donation from Bill and Raydelle Bruentrup. In addition, the city would be donating 2.02 acres of land for the project which would be valued at more than \$117,000 according to the appraisal of the Mack Nettleton property which was 1.97 acres.

There are many factors which will need to be finalized with the project but the primary goal is to move the buildings off the site by June 30, 1999 when the developer takes possession of the property. The estimated cost to move the three buildings and the windmill is \$82,000. The estimated cost for footings, foundations, and basements is \$46,435. *An estimate for new wood roofs for the three buildings is \$40,000. An estimate for a well, septic system, and Class 5 driveway is \$30,000.*

*There are still architect and engineering fees estimated at \$15,000. This yields a total estimated project cost of \$213,435 for the essential requirements to relocate the buildings to the Open Space property. The difference between these costs and the \$200,000 in funds would have to be made up in a combination of non-profit and foundation grants, donations, private contributions, and other funding sources.*

As a final obligation of the conference committee and to comply with the statutory intent of the bill, the city council must approve a resolution of support for the project.

### RECOMMENDATION

The city council should approve the attached resolution of support for the Bruentrup Farm Relocation Project and direct staff to work with the Maplewood Historical Society to relocate the farmhouse, barn, granary, and the windmill to the Open Space property on County Road D. The council should also authorize staff to prepare specifications and bid the project.

**RESOLUTION NO. 99-05-039**

**RESOLUTION SUPPORTING RELOCATION OF BRUENTRUP FARM**

WHEREAS, the Minnesota State Legislature has approved and awarded a \$100,000 grant to the City of Maplewood to help fund the cost of relocating the Bruentrup Farm; and

WHEREAS, the Bruentrup Farm will become the home of the Maplewood Historical Society which will have a 99-year lease with city for \$1 a year with all operation and maintenance costs the responsibility of the Society; and

WHEREAS, the state required that an equal amount in cash or in-kind non-state sources be made of which the Bruentrups have agreed to donate \$100,000 in cash to the project for this match, in addition to the donation of the farm buildings and equipment; and

WHEREAS, the city has agreed to donate the land, engineering, and administration costs; and

WHEREAS, the renovation and restoration of the farm buildings will be completed in an in-kind work agreement with the Minnesota Building Trades Council; and

WHEREAS, the remainder of the costs will be paid for by non-profit and foundation grants, donations, private contributions and other contributions; and

WHEREAS, the city reserves the right to use the Bruentrup Farm as a Nature Center or for programming activities within the Parks and Recreation Department; and

WHEREAS, the Maplewood City Council officially approves the relocation route of the Bruentrup Farm along Lydia Avenue to Ariel Street to County Road D.

NOW, THEREFORE BE IT RESOLVED, that the Maplewood City Council officially approves the Bruentrup Farm Relocation Project and grants permission to move and relocate the farmhouse, barn, granary, windmill and the remaining three buildings, if funding is secured before the move date, to the city's Open Space Land on County Road D.

\_\_\_\_\_  
George Rossbach  
Mayor

Date \_\_\_\_\_

\_\_\_\_\_  
Michael A. McGuire  
City Manager

Date \_\_\_\_\_

23.37	Outreach		12,669,000	12,812,000
23.38	\$80,000 the first year is for partial			
23.39	operating expenses at the Northwest Fur			
23.40	Company Post.			
23.41	Subd. 3. Preservation and Access			
23.42	9,318,000	9,479,000		
23.43	\$25,000 the first year and \$25,000 the			
23.44	second year are for historic site			
23.45	repair and maintenance.			
23.46	Subd. 4. Information Program			
23.47	Delivery			
23.48	2,341,000	2,155,000		
24.1	Subd. 5. Fiscal Agent			
24.2	General	606,000	348,000	
24.3	(a) Sibley House Association			
24.4	88,000	88,000		
24.5	This appropriation is available for			
24.6	operation and maintenance of the Sibley			
24.7	House and related buildings on the Old			
24.8	Mendota state historic site operated by			
24.9	the Sibley House Association.			
24.10	(b) Minnesota International Center			
24.11	50,000	50,000		
24.12	(c) Minnesota Air National			
24.13	Guard Museum			
24.14	19,000	-0-		
24.15	(d) Institute for Learning and			
24.16	Teaching - Project 120			
24.17	110,000	110,000		
24.18	(e) Minnesota Military Museum			
24.19	29,000	-0-		
24.20	(f) Farmamerica			
24.21	100,000	100,000		
24.22	Notwithstanding any other law, this			
24.23	appropriation may be used for			
24.24	operations.			
24.25	(g) Winona County Historical Society			
24.26	10,000	-0-		
24.27	This is a one-time appropriation and is			
24.28	not added to the agency's budget base.			
24.29	(h) Historic Building Relocation			
24.30	100,000			
24.31	\$100,000 is for a grant to the city of			
24.32	Maplewood for the costs of acquiring			
24.33	land, developing a site, relocating			
24.34	certain buildings onto the site, and			
24.35	renovating the buildings. The			
24.36	buildings to be acquired, relocated,			
24.37	and renovated are the home, barn,			
24.38	granary, and windmill on the Bruentrup			
24.39	farm site, the last working farm in			
24.40	Ramsey county. The grant must not be			
24.41	made until the director of the			
24.42	Minnesota historical society has			
24.43	determined that an equal amount in cash			
24.44	or in-kind has been committed from			
24.45	nonstate sources and the city of			
24.46	Maplewood has passed a resolution			
24.47	approving the project. The			
24.48	appropriation is available the day			
24.49	following final enactment and until			
24.50	June 30, 2000.			
25.1	(i) Fishing Museum			
25.2	50,000			
25.3	\$50,000 is for a grant to the city of			





# SEMPLER BUILDING MOVERS, INC.

1045 Jessie Street

St. Paul, MN 55101

774-7421

April 3, 1999

City of Maplewood  
1830 East County Rd. B.  
Maplewood, MN 55109

Attention Michael A. Ericson

Cost to move these structures to a new location.

2 story brick house approximately 34 x 46	\$ 48,000.00
Barn approximately 34 x 60	\$ 20,000.00
Wind mill	\$ 4,000.00
Grainary approximately 22 x 65	\$ 10,000.00
Machine Shed approximately 20 x 65	\$ 12,000.00
Chicken Coop approximately 22 x 65	\$ 14,000.00
Metal Shed	\$ 5,000.00

These prices include all labor and material.

Thank You

Semple Building Movers Inc.

Lee Hendrickson Masonry, Inc.

11144 Norell Ave N.  
Stillwater, MN 55082

# Estimate

DATE	ESTIMATE #
4/15/99	9917

NAME / ADDRESS
City Of Maplewood Attn: Mike Erickson 770-4526 779-3570 Fax

TERMS

DESCRIPTION	QTY	RATE	TOTAL
Brick House Foundation: Approx: 34x46 - 13 c 12" block/3 are rockface, footings 20" x 8" with 2 #4 rebar, pilasters every 4/1 #5 rebar, 3 1/2" concrete floor 30" x 30" x 12" post footings in basement, 7 postfootings for porches, draintile and waterproofing	1	22,635.00	22,635.00
Foundation For Barn: Approx: 34 x 60 - 12c basement under 18' x 36' at walk out with 4" concrete floor w/wire mesh. 5c frost footing under the rest of the barn. Footings 20" x 8" in basement w/2 #4 rebar pilasters every 4/1#5 rebar under the other area 20" x 8" footings w/2 #4 rebar 12" block, waterproof where needed, draintile 12c area postfootings	1	15,800.00	15,800.00
WindMill 10'4" x 10'4" x 12" thick 1' on c rebar	1	750.00	750.00
Grainery approx 22x65 - 5c frost footing 20 x 8" footing 2 #4 rebar 12" block post footings for beam/ does not include concrete floor	1	7,250.00	7,250.00
Chicken Coop: Approx 22 x 65 - 5c frost footing 20 x 8" footing 2 #4 rebar 12" block postfootings with concrete floor 4" w/wire mesh in parking area.	1	9,600.00	9,600.00
Machine Shed: Approx: 20' x 65' Floating slab 4" thick w/wire mesh 8" thickened sides with 1 #4 rebar around perimeter	1	5,750.00	5,750.00
Metal Building: Approx: 30 x 21 Floating slab 4" thick w/wire mesh 8" thick around sides w/1 #4 around perimeter	1	2,520.00	2,520.00
<b>TOTAL</b>			<b>\$64,305.00</b>

SIGNATURE \_\_\_\_\_

**PRE-LIEN NOTICE**

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved land if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. Minnesota law permits the owner to withhold from his contractor as much of the contract price as may be necessary to meet the demands of all other lien claimants, pay directly the liens and deduct the cost of them from the contract price, or withhold amounts from his contractor until the expiration of 120 days from the completion of the improvement, unless the contractor furnishes to the owner waivers of claims for mechanics liens signed by persons who furnished any labor or material for the improvement and who provided the owner with timely notice.

TO: Michael Ericson, Assistant to the City Manager  
From: Bill Bruentrup  
Re: BRUENTRUP FARM ISSUE RELATED TO FUNDING THE MOVE  
OF THE FARM BUILDINGS.

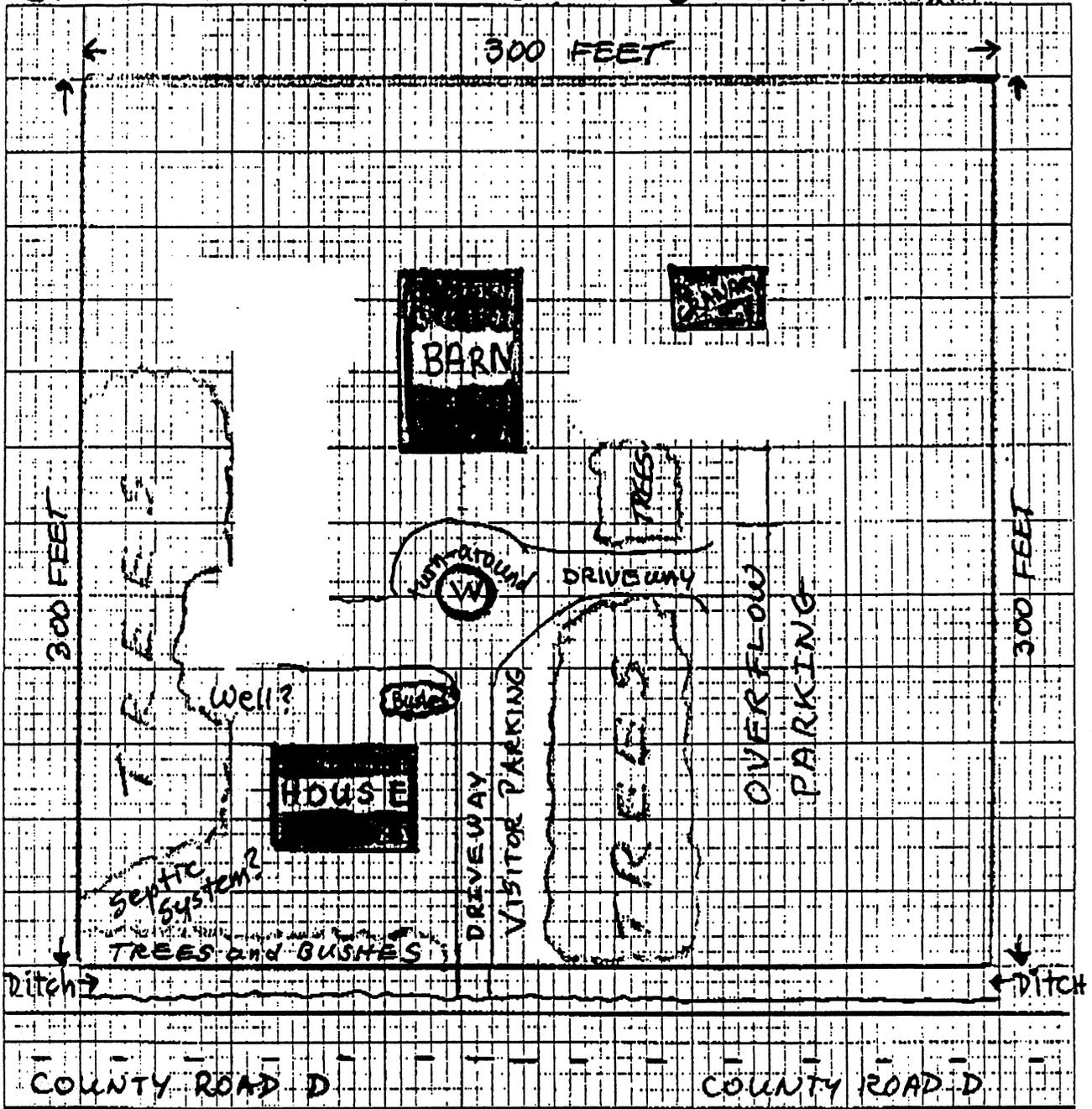
After attending the workshop on Monday, 4/5/99. Listening to the concern over private funding, I think it should be brought out that Raydelle and I will donate \$100,000. toward the cost of moving the House and Barn and what ever other buildings that are decided on, as long as it goes through the Historical Society.

Sincerely,  
Bill Bruentrup

*Bill Bruentrup* 4-5-99  
*Raydelle Bruentrup*



# Site Plan: MAPLEWOOD LIVING HISTORY FARM 5/99



Plan Scale

1" = 5 feet



W = Windmill

Total Area  
2 ACRES

## PROJECT GOALS

1. MOVE ALL BUILDINGS, WINDMILL.
2. SET UP House, Barn, Granary, Garage first on basements, foundations, slab.
3. Second Priority for Restoration & foundations: Metal Shed, Machine Shed, and Chicken coop.
4. MAHS FUND-RAISING with grants from foundations, donations, visitor fees.

## CONDITIONAL USE PERMIT RESOLUTION

WHEREAS, the Maplewood Historical Society applied for a conditional use permit for the relocation of the Bruentrup farm to city open space property.

WHEREAS, this permit applies to the property on the south side of County Road D between McKnight Road and Ariel Street. The legal description is:

Except the East 633 feet of the North 183 feet and except the South 150 feet of the North 333 feet of the East 213 feet and except the South 905 feet, the NE 1/4 of the NE 1/4 (subject to roads and easements), in Section 2, Township 29, Range 22. (PIN 02-29-22-11-0009)

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

1. On June 7, 1999, the planning commission recommended that the city council approve this permit.
2. On June 14, 1999, the city council held a public hearing. City staff published a notice in the paper and sent notices to the surrounding property owners. The council gave everyone at the hearing a chance to speak and present written statements. The council also considered reports and recommendations from the city staff and planning commission.

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

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

10. The city council has determined that waiving Requirement One from above for this public use would balance the public interest between governmental units by allowing for the relocation and preservation of the farm buildings on a city-owned open space property.

Approval is subject to the following conditions:

1. All construction shall follow the site plan approved by the city. The director of community development may approve minor changes.
2. 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.
3. The city council shall review this permit in one year.
4. The city shall add more parking to the site if the city council deems it necessary.
5. Any new lights shall be installed to meet the city code. This requires that they be screened or aimed so they do not cause any light-glare problems on streets or residential properties.
6. If necessary, the city shall get a permit from the watershed district for the grading and site disturbance.

The Maplewood City Council approved this resolution on \_\_\_\_ \_\_\_\_, 1999.

## CODE WAIVER RESOLUTION

WHEREAS, the Maplewood Historical Society is asking that the city approve a code variation to allow the relocated Bruentrup Farm at 2170 County Road D to not have a paved parking lot, parking lot striping and concrete curbing and no in-ground lawn irrigation.

WHEREAS, the legal description of the property is:

Except the East 633 feet of the North 183 feet and except the South 150 feet of the North 333 feet of the East 213 feet and except the South 905 feet, the NE 1/4 of the NE 1/4 (subject to roads and easements), in Section 2, Township 29, Range 22. (PIN 02-29-22-11-0009)

WHEREAS, Sections 36-22(c) and (e) of the City Code requires all parking lots to have continuous concrete curbing, a bituminous or concrete surface and striping for parking spaces.

WHEREAS, Section 36-28(c)(9) of the City Code requires all institutional or government facilities to have an in-ground lawn irrigation system.

WHEREAS, the Maplewood Historical Society is proposing to move the Bruentrup Farm and put it in a historical setting on city-owned property on County Road D.

WHEREAS, such a historical setting would not have a paved parking lot with concrete curbing and striping nor would it have an in-ground lawn-irrigation system.

WHEREAS, the history of this request is as follows:

1. The Planning Commission discussed this request on June 7, 1999. They recommended that the City Council approve the request.
2. The Community Design Review Board reviewed this request on June 8, 1999. They recommended that the city council \_\_\_\_\_ this request.
3. The City Council discussed this request on June 14, 1999. The council gave everyone at the meeting a chance to speak and present written statements. The Council also considered reports and recommendations from the City staff and Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council allows the relocated Bruentrup Farm at 2170 County Road D to not have a paved parking lot, concrete curbing, parking striping or an in-ground lawn-irrigation system.

The Maplewood City Council adopted this resolution on \_\_\_\_\_, 1999.

MINUTES OF THE MAPLEWOOD COMMUNITY DESIGN REVIEW BOARD  
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA  
JUNE 8, 1999

VI. DESIGN REVIEW

B. Bruentrup Farm Buildings Relocation Request—County Road D between Ariel Street and McKnight Road, City of Maplewood (applicant)

Secretary Tom Ekstrand presented the staff report. Mike Ericson, assistant to the city manager, said there were two goals for the project: 1) to preserve, reestablish and restore the oldest dairy farm in Maplewood, and 2) to provide a home for the Maplewood Historical Society to display historical artifacts, pictures, and farm implements. The city would have a 99-year lease with the historical society at one dollar per year. He said the future goals of the society would be to use the farm as a history center and, perhaps, an interpretive center.

Mr. Ericson said the society has received a \$100,000 grant from the state legislature, \$100,000 from the Bruentrops and \$14,000 in miscellaneous donations. They will be seeking some "in-kind" work and donated labor from trades persons in order to do some renovation work on the buildings. He said there will be four phases to the project: 1) moving the buildings from the current site to County Road D, 2) preparation of the future site which would include determining if the existing well could be used, 3) building the foundations, footings, etc. for the buildings to be placed on, and 4) renovation of the buildings. The public will be able to visit the buildings, but details have not been worked out yet. The society also has a pledge of \$2,500 per year for the next four years from the Maplewood Premier Bank.

Boardmember Ledvina asked about access to the site from County Road D. Mr. Ericson said the city engineer is aware of any traffic concerns and the condition of County Road D. He felt the traffic would be very minimal at this time. It is difficult for a vehicle to access the site from the existing driveway because it is so narrow. Neighbors have been notified of the proposal and invited to an informational meeting. Mr. Ericson felt that, based on calls from some of these people, "by and large they were supportive" of this project, although there was "a fear of the unknown" and they had questions. Mr. Ekstrand was not aware of any controversy over the proposal. Mr. Ericson mentioned that the city council awarded the bid for moving the farmhouse, barn, granary, windmill and also included the metal shed.

Boardmember Shankar moved the Community Design Review Board:

- C. Approve the plans (dated 6-2-99) for the proposed relocation of the Bruentrup farm to the city property at 2170 County Road D. The city bases this approval on the findings required by the code. The property owner (the city) and the Maplewood Historical Society shall do the following:
1. Repeat this review in two years if the city has not issued a building permit for this project.
  2. Before the city issues a building permit, the city engineer shall complete the necessary grading, drainage, utility and erosion control plans.
  3. The applicant or contractor shall complete the following before occupying the buildings:
    - a. Replace property irons that are removed because of this construction.

- b. Install reflectorized stop signs at all exits, a handicap-parking sign for each handicap-parking space and an address on the building.
  - c. Construct a trash dumpster enclosure for any outside trash containers. The enclosures must be 100 percent opaque, match the color of the buildings and have a closeable gate that extends to the ground. If the trash container is not visible to the public it does not have to be screened.
  - d. Install site-security lighting as required by the code. The light source, including the lens covering the bulb, shall be concealed so the light source is not visible and so it does not cause any nuisance to drivers or neighbors.
4. If any required work is not done, the city may allow temporary occupancy if the city determines that the work is not essential to the public health, safety or welfare.
  5. All work shall follow the approved plans. The director of community development may approve minor changes.

Boardmember Johnson seconded.

Boardmember Robinson made a friendly amendment to have the metal shed included in this motion since it is not shown on the plan dated 6-2-99. This amendment was acceptable to Boardmembers Shankar and Johnson.

Ayes—all

The motion passed.

MINUTES OF THE MAPLEWOOD PLANNING COMMISSION  
1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA  
JUNE 7, 1999

VI. NEW BUSINESS

A. Bruentrup Farm Relocation Conditional Use Permit (2170 County Road D)

Ken Roberts, associate planner, presented the staff report. Commissioner Frost asked if this was an acceptable use of open space property. Commissioner Rossbach asked about the possibility of additional buildings being built in the future on this County Road D site.

Mr. Roberts confirmed that if additional buildings were to be added in a few years it would require city council review at that time. Mike Ericson, assistant to the city manager, said the objective of the project was twofold: 1) to reestablish and restore this historical farm in Maplewood, and 2) to provide a home for the Maplewood Historical Society. He emphasized that no city taxpayer's dollars will be used for this project.

Mr. Ericson said that, at a special city council meeting earlier in the evening, the council approved a resolution to authorize the expenditure of funds for the moving of the following: the farmhouse, barn, granary and windmill. An additional \$5,000 was approved to move the metal shed. He said the site plan will include space for the remaining two buildings. These buildings will not be moved unless sufficient funds are pledged by the end of June. They also could be moved at the expense of the historical society. Mr. Ericson said that two moving bids were opened earlier today and the low bidder was Semple Movers of Saint Paul. They will start moving the buildings next week.

Mr. Ericson referred to three criteria under which the city council can allow placement of these buildings on open space: Item 36--refers to areas of special historical significance, Item 44--intergovernmental cooperation because the city of Maplewood is assisting the Maplewood Historical Society, and Item 48--multiple use because this area can serve a variety of uses, including recreation, conservation and protection of natural resources.

According to Mr. Ericson, the buildings and property will both be owned by the city of Maplewood but the Maplewood Historical Society will have a 99-year lease at one dollar per year. This lease will cover 2.02 acres of land and the buildings. Both the historical society and the parks and recreation department are working on their long-range plans for the site.

Commissioner Rossbach moved the Planning Commission recommend:

- A. Adopt the resolution which approves a conditional use permit (CUP) for the relocation of the Bruentrup Farm to the city property at 2170 County Road D. This public facility will be for use by the Maplewood Historical Society and for other city functions. The city bases this approval on the ten findings in the city code and is subject to the following conditions:
1. All construction and building locations shall follow the site plan approved by the city. The director of community development may approve minor changes.
  2. The proposed building relocation and new construction must be substantially started within one year of council approval or the permit shall end. The council may extend this deadline for one year.
  3. The city council shall review this permit in one year.
  4. The city shall add more parking to the site if the city council deems it necessary.

5. Any new lights shall be installed to meet the city code. This requires that they be screened or aimed so they do not cause any light-glare problems on streets or residential properties.
  6. If necessary, the city shall get a permit from the watershed district for the grading and site disturbance.
- B. Approve the resolution which waives the code requirements for parking lot paving, parking lot striping, parking lot curbing and an in-ground irrigation system for the relocated Bruentrup farm at 2170 County Road D.

Commissioner Pearson seconded.

Ayes—all

The motion passed.

**MEMORANDUM**

TO: City Manager  
 FROM: Ken Roberts, Associate Planner  
 SUBJECT: **Conditional Use Permit Review and Revision**  
 LOCATION: West of Highway 61 between Beam Avenue and County Road D  
 APPLICANT: F.M. Frattalone Excavating, Inc.  
 DATE: May 18, 1999

Action by Council:  
 Endorsed \_\_\_\_\_  
 Modified \_\_\_\_\_  
 Rejected \_\_\_\_\_  
 Date \_\_\_\_\_

**INTRODUCTION**

The conditional use permit (CUP) for the property west of Highway 61 between Beam Avenue and County Road D is due for review. (See the maps on pages 3 and 4.) This permit is for mining.

**BACKGROUND**

June 28, 1982: The City Council approved a conditional use permit and three variances to mine this site. The CUP was subject to nine conditions. (See the conditions in the recommendation below.)

July 25, 1983: The Council renewed the permit for five years, subject to the original conditions.

October 10, 1988, and October 20, 1989: The Council renewed the permit for one year, subject to the original conditions.

October 22, 1990: The Council renewed the permit for three years, subject to the original conditions.

March 25, 1991: The Council denied a permit change to add a material crushing/recycling operation to this site.

January 10, 1994: The Council revised the conditions of approval for the permit and renewed the mining approval for five more years. A condition of this approval was that the permit would end in five years (in January 1999).

**DISCUSSION**

Since this permit ended in January, Mr. Frattalone is asking the city for more time to finish mining the site. Mr. Frattalone told me that he expects to mine this site for three more years. City staff is not aware of any problems with this mining operation. After Frattalone has finished the mining, he will prepare the final grade on the site for future development. We are recommending one change to the permit to reflect an end date in three years (December 1, 2001).

**COMMISSION ACTION**

On May 17, 1999, the planning commission recommended approval of the CUP revision.

## RECOMMENDATION

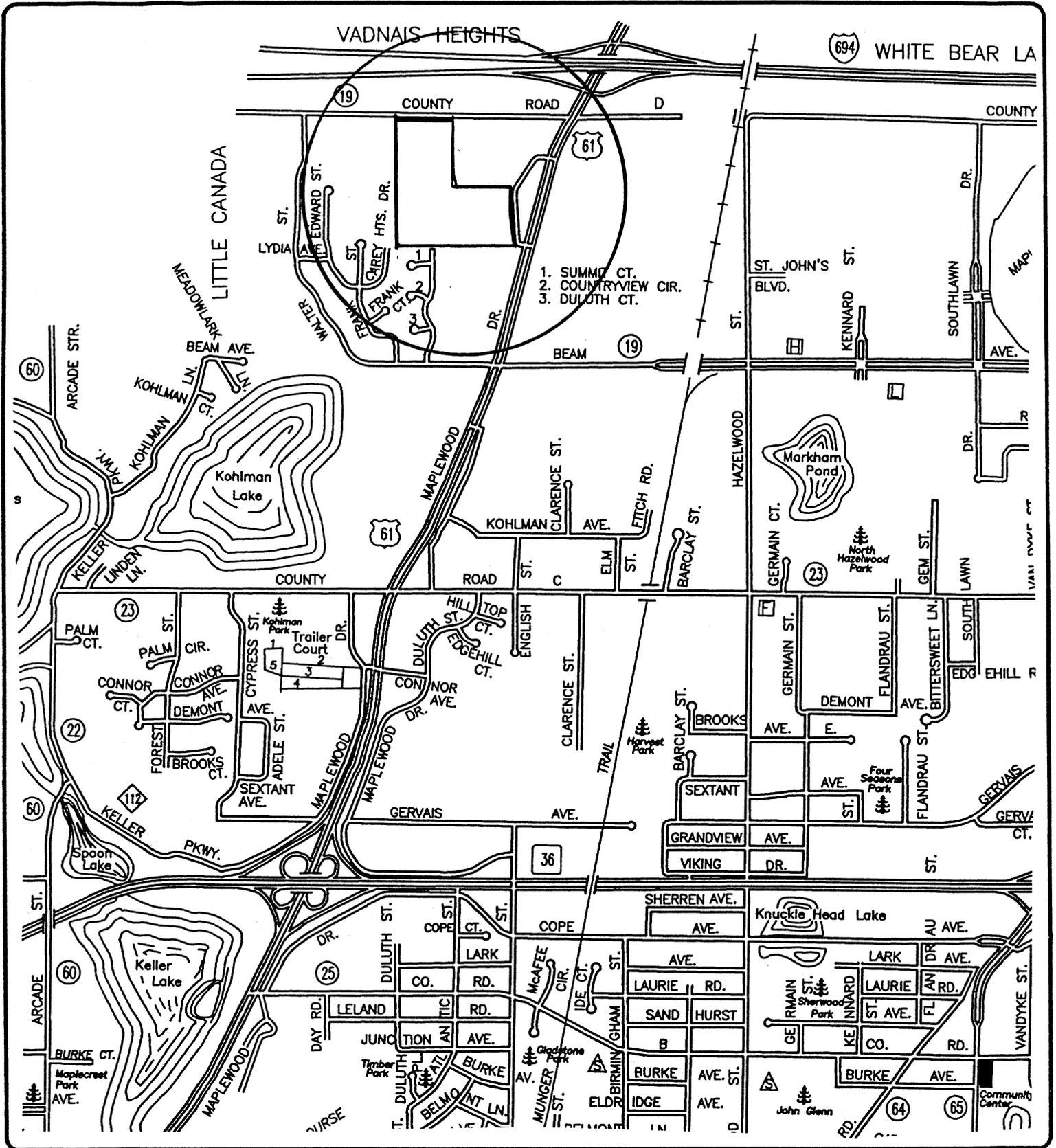
Approve the resolution starting on page 7. This resolution revises the conditional use permit conditions as follows: (I have underlined the additions and crossed out the deletions.)

1. The requirements in Article IV (Mining) of Chapter 36 of the City Code shall be followed.
2. Trucks that are coming to or leaving this site shall only use Highway 61 and the frontage road. The operator shall install "CAUTION TRUCKS HAULING" signs for north and south traffic on Highway 61.
3. The operator or contractor shall get a mining permit approved by the City Engineer each year. No work shall be done without an annual permit. This permit shall state the amount of material that can be removed each year. The operator or contractor shall submit a site plan each year, including grading, drainage and erosion control information. The grading plan shall include contours of the existing and final grades. The erosion control plan shall be consistent with the Ramsey Soil and Water Conservation District Erosion and Sediment Control Handbook. All work shall follow the annual plan and permit.
4. There shall be no explosive detonations of any kind on the site.
5. The contractor or operator shall install, maintain and use a suitable structure or method to remove excess dirt from trucks and trailer tires before entering a public street from the site. The contractor or operator shall submit a plan for this structure to the City Engineer for approval.
6. The permit holder is responsible for acquiring any permits from other agencies.
7. The gate shall be moved to County Road D and kept locked.
8. This permit shall end on December 1, 2001. ~~in five years~~. The City Council shall not review this permit again unless there is a problem.

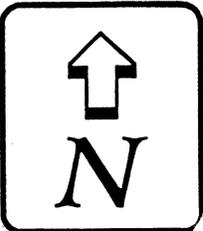
kr/sec4/:frattalo.mem

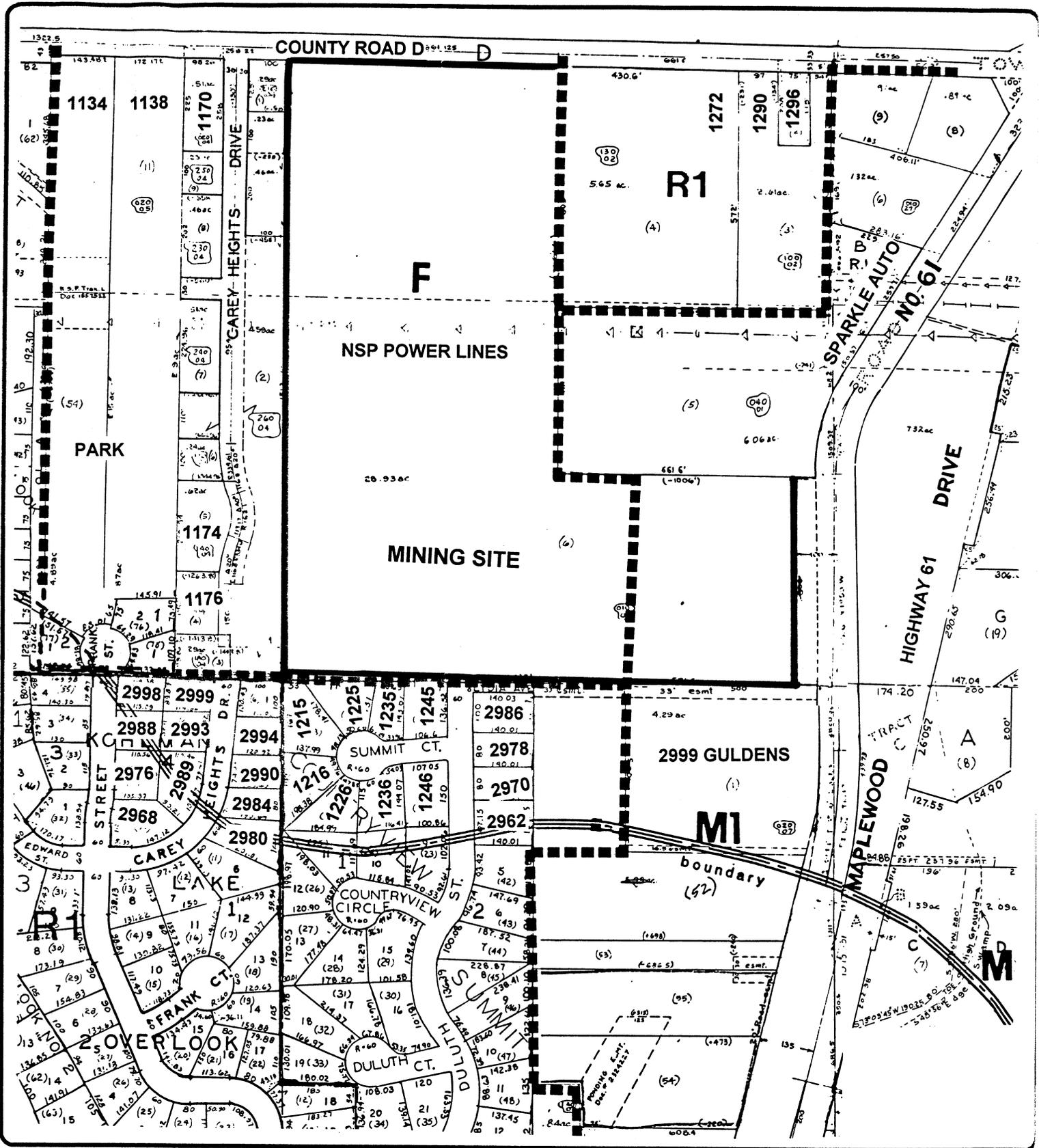
Attachments:

1. Location Map
2. Property Line/Zoning Map
3. Land Use Plan Map
4. Letter from Frank Frattalone
5. CUP Resolution

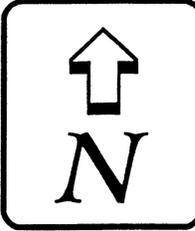


# LOCATION MAP





**PROPERTY LINE / ZONING MAP**

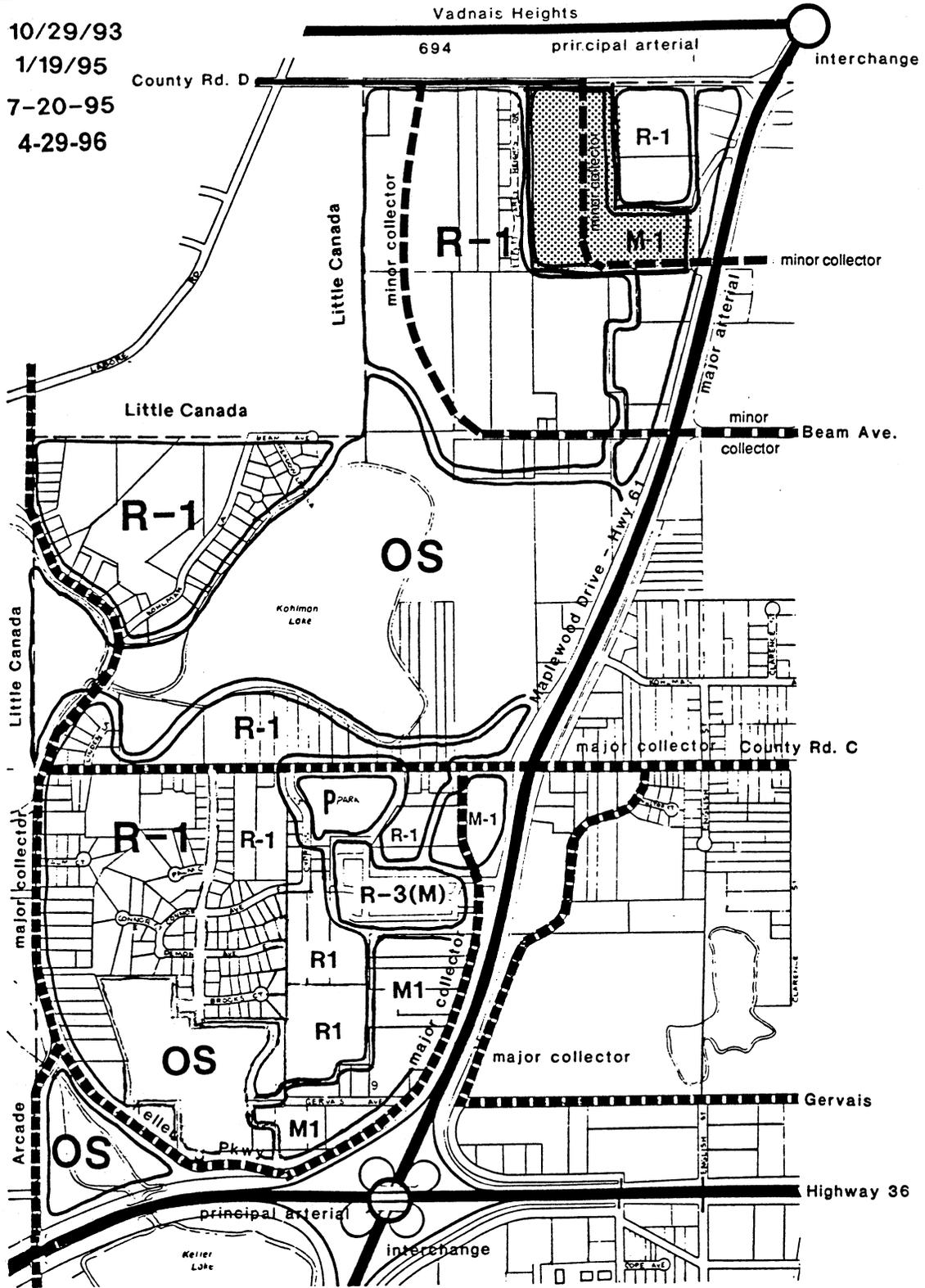


REVISED 10/29/93

1/19/95

7-20-95

4-29-96



**KOHLMAN LAKE  
NEIGHBORHOOD LAND USE PLAN  
PLANNING AREA NUMBER 3**

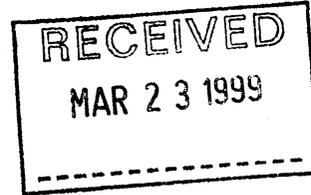




# F.M. FRATTALONE EXCAVATING & GRADING, INC.

3066 Spruce Street • St. Paul, MN 55117  
(612) 484-0448 • Fax (612) 484-7839

March 22, 1999



City of Maplewood  
Ken Roberts - Community Development  
1830 East County Road B  
Maplewood MN 55109

Dear Ken:

This letter is in reference to my property on Maplewood Drive, Permit #32309.

We are presently in negotiation with two different builders to develop the property. I feel we do have some hurdles to get over to get traffic through the property along with pipeline and power line easements across the property.

I would like to renew my permit so that I can continue to remove excess and stockpiled material from the site until we start the final grade for new development.

Attached is copy of permit dated January 6, 1998 for which we still have \$10,000.00 in escrow.

Sincerely,

F.M. Frattalone Excavating & Grading, Inc

  
Frank M. Frattalone  
CEO

enc.

## CONDITIONAL USE PERMIT REVISION RESOLUTION

WHEREAS, the city is reviewing a conditional use permit for mining;

WHEREAS, this permit applies to the property on the west side of Highway 61, between Beam Avenue and County Road D. The legal description is:

Except the north 676 feet of the following; beginning on the NE corner of Section 4, then west on the north line of said section 5 feet, then south 741.3 feet to point 15 feet west of east line of said section, then east to east line of said section, then north to beginning in Section 4, Township 29, Range 22 and in RLS No. 322; Tract A and also the south 401 feet of the north 1006 feet of the east 661.6 feet of the NE 1/4 (Subject to highway and easements) of Section 4, Township 29, Range 22 and

Subject to County Road D and subject to gas pipeline easement and except east 661 6/10 feet of the north 1006 feet, the NE 1/4 of the NE 1/4 of Section 4, Township 29, Range 22.

WHEREAS, the applicant is asking the city to revise the conditional use permit to allow mining to continue on the site.

WHEREAS, the history of this permit is as follows:

1. The City Council approved this permit in 1982.
2. The Council renewed this permit in 1983, 1988, 1990 and 1994.
3. On May 17, 1999, the planning commission recommended approval of the conditional use permit revision.

NOW, THEREFORE, BE IT RESOLVED that the City Council replace the permit conditions with the following conditions: (I have underlined the additions and crossed out the deletions.)

1. The requirements in Article IV (Mining) of Chapter 36 of the City Code shall be followed.
2. Trucks that are coming to or leaving this site shall only use Highway 61 and the frontage road. The operator shall install "CAUTION TRUCKS HAULING" signs for north and south traffic on Highway 61.
3. The operator or contractor shall get a mining permit approved by the City Engineer each year. No work shall be done without an annual permit. This permit shall state the amount of material that can be removed each year. The operator or contractor shall submit a site plan each year, including grading, drainage and erosion control information. The grading plan shall include contours of the existing and final grades. The erosion control plan shall be consistent with the Ramsey Soil and Water Conservation District Erosion and Sediment Control Handbook. All work shall follow the annual plan and permit.

4. There shall be no explosive detonations of any kind on the site.
5. The contractor or operator shall install, maintain and use a suitable structure or method to remove excess dirt from trucks and trailer tires before entering a public street from the site. The contractor or operator shall submit a plan for this structure to the City Engineer for approval.
6. The permit holder is responsible for acquiring any permits from other agencies.
7. The gate shall be moved to County Road D and kept locked.
8. This permit shall end on December 1, 2001, ~~in five years~~. The City Council shall not review this permit again unless there is a problem.

The Maplewood City Council approved this resolution on \_\_\_\_\_, 1999.

**MINUTES OF THE MAPLEWOOD PLANNING COMMISSION**  
**1830 COUNTY ROAD B EAST, MAPLEWOOD, MINNESOTA**  
**MAY 17, 1999**

C. F.M. Frattalone Excavating Mining Permit Conditional Use Permit (West of Highway 61)

Ken Roberts, associate planner, presented the staff report. Commissioner Rossbach asked who decides what constitutes the final grade. Mr. Roberts said these plans would be reviewed by the engineering department. Ken Haider, city engineer, said while it is not known what will be built at this site, engineering has some ideas on how a street will run through the middle.

Mr. Rossbach asked where the "conflict resolution" was between the applicant's desire to move material from the site and the city's need to have the site left in a "developable condition." Mr. Haider sensed the owner of the parcel would know it was in his best interest to leave the site marketable. Mr. Haider felt there was a need for a main street down the middle of this property even if it is a cul-de-sac to County Road D that connects to Highway 61.

Frank Frattalone, the applicant, said they have a grading plan with proposed grades so they will not be removing too much from the site. He said the silty sand being taken is not ideal material and can only be used on certain jobs. Mr. Frattalone said he has people interested in buying the site. Other options that he is considering are to buy the property from his partners or develop it with them.

Commissioner Pearson moved the Planning Commission approve the resolution which revises the conditional use permit conditions as follows: (I have underlined the additions and crossed out the deletions.)

1. The requirements in Article IV (Mining) of Chapter 36 of the City Code shall be followed.
2. Trucks that are coming to or leaving this site shall only use Highway 61 and the frontage road. The operator shall install "CAUTION TRUCKS HAULING" signs for north and south traffic on Highway 61.
3. The operator or contractor shall get a mining permit approved by the City Engineer each year. No work shall be done without an annual permit. This permit shall state the amount of material that can be removed each year. The operator or contractor shall submit a site plan each year, including grading, drainage and erosion control information. The grading plan shall include contours of the existing and final grades. The erosion control plan shall be consistent with the Ramsey Soil and Water Conservation District Erosion and Sediment Control Handbook. All work shall follow the annual plan and permit.
4. There shall be no explosive detonations of any kind on the site.
5. The contractor or operator shall install, maintain and use a suitable structure or method to remove excess dirt from trucks and trailer tires before entering a public street from the site. The contractor or operator shall submit a plan for this structure to the City Engineer for approval.
6. The permit holder is responsible for acquiring any permits from other agencies.
7. The gate shall be moved to County Road D and kept locked.
8. This permit shall end on December 1, 2001 ~~in five years~~. The City Council shall not review this permit again unless there is a problem.

Commissioner Frost second.

Ayes—all

The motion passed.

AGENDA REPORT

Action by Council:

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

**TO:** Michael A. McGuire, City Manager

**FROM:** Michael A. Ericson, Assistant to the City Manager 

**RE:** **Approval of Cable Television Franchise Ordinance and Franchise Agreement with MediaOne**

**DATE:** June 8, 1999

INTRODUCTION

At its Fall 1998 meeting, the Ramsey /Washington County Suburban Cable Commission accepted the franchise proposal from MediaOne, the new cable television company. Since this time, the Commission and MediaOne have held negotiations to establish rules and regulations under which MediaOne would operate. Negotiations have continued for months and languished at times but they were necessary to protect the interests of the city and provide uniformity among all member cities of the commission. Commission attorneys have continued to meet with MediaOne attorneys to work out language changes in the Agreement which were substantive and significant according to commission attorneys.

BACKGROUND

Commission attorneys have negotiated with MediaOne to provide a franchise agreement which would grant to MediaOne the ability to construct, operate, and maintain the cable television system in the City of Maplewood, but to protect the interests of the city with the every changing cable television industry environment.

The amended Cable Television Franchise Ordinance proposed by Commission attorneys accomplishes the goals of the commission for a period of fifteen years after which the franchise would be up for renewal again. A public hearing is required by statute and each city is responsible for publishing notice and conducting a hearing in accordance with local city code.

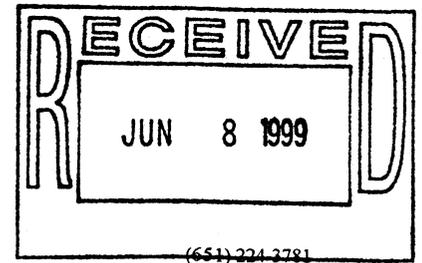
RECOMMENDATION

The city council should approve the franchise agreement with MediaOne and adopt the attached Cable Television Franchise Ordinance at the recommendation of the commission attorney and under the review and recommendation of the city attorney.

# Bannigan & Kelly, P.A.

A T T O R N E Y S   A T   L A W

1750 NORTH CENTRAL LIFE TOWER  
445 MINNESOTA STREET  
SAINT PAUL, MINNESOTA 55101-2132



Facsimile (651) 223-8019

Internet Address:  
bankelly@uswest.net

JOHN F. BANNIGAN, JR.  
PATRICK J. KELLY  
SONG LO FAWCETT  
STEPHEN KELLY  
SIA LO  
JULI STENSLAND

OF COUNSEL:  
JOHN (JACK) F. EBNER

June 7, 1999

Mr. Michael Ericson  
City of Maplewood  
1830 E. County Road B  
Maplewood, MN 55109

**VIA FACSIMILE**

*Re: Cable Franchise Ordinance*

Dear Mr. Ericson:

Please be advised that Mr. Thomas Creighton, the attorney representing the interest of the Cable Commission has recommended the proposed ordinance. As legal counsel for the Commission, Mr. Creighton is obligated to represent the interests of the Cities since the commission members are comprised of elected city officials.

Apparently the agreement has been under negotiations since fall 1998, and Mr. Creighton is recommending to the City of Maplewood adoption of the franchise ordinance. The purpose of the adoption is to not only protect the interests of the City but also have uniformity within the communities.

The intended purpose of the ordinance is to bring about the further development of a cable system and continued operation of it. The focus is that development can contribute significantly to communication needs and the desires of the residents and citizens of the City. One of the purposes or attempts is to achieve better utilization and improvement of public services and enhanced economic development and operation of a cable system. The ordinance grants the franchise to MediaOne North Central Communications Corp.'s preservation to construct, operate and maintain the cable system in the City of Maplewood. It is my understanding that there has been research with respect to whether or not MediaOne's status is current and stable.

It is very important that you review the definitions specifically with respect to Page 3, Paragraph n. "Gross Revenues" which states as follows:

... all revenues received directly or indirectly by the grantee, its affiliates, subsidiaries, parent, or person in which Grantee has financial interest of five percent (5%) or more, from the operation of the System within City to provide

Mr. Ericson  
June 7, 1999  
Page 2

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cable services including, but not limited to, all Cable Service fees, Franchise fees, PEG Fees, late fees, Installation and reconnection fees, update and downgrade fees, Converter rental fees, Lockout Device Fees, fees related to commercial and institutional usage of the I-Net, Internet access and usage fees, cable modem service fees and interest.

As you know, the development of the cable system has included unlimited usages involving I-Net and various other internet opportunities.

This agreement should be reviewed with Mr. Haider with respect to the following areas:

1. Page 5 - Paragraph x "Right-of-Way" or Rights-of-Way";
2. Page 5 - Paragraph y "Right-of-Way Ordinance";
3. Page 5 - Section 2 - Paragraph 2 "Grant of Nonexclusive Authority", subparagraphs a. through d.

The council should also review Page 6 - Paragraph 4 "Franchise Term". This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless sooner renewed, revoked or terminated as herein provided.

In addition, Mr. Haider should also review Pages 9 through 11, Section 3 - "Construction Standards".

Please note on Page 10 - Paragraph f. the following:

The Grantee shall have the authority to trim any trees and overhanging the Rights-of-Way of City so as to prevent the branches of such trees from coming in contact with the wires and cables or other facilities of the Grantee.

A number of years ago this issue was raised by a council member and NSP. Apparently NSP stripped oak trees in a very beautiful neighborhood. There should be some understanding as to the extent of trimmings.

Section 4 "Design Provisions" should be reviewed by Melinda Coleman, specifically from Page 11 through 15.

With respect to inter-connection, you should request information from the cable company regarding a clear translation of channels and what it means.

Mr. Ericson  
June 7, 1999  
Page 3

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With respect to Page 14 - Paragraph 4 "Construction Timetable" should be coordinated with City projects. In addition, there should be verification from Mr. Haider concerning our own particular right-of-way ordinances and permit fees.

Page 16 - Section 5 "Service Provisions" addresses regulation of rates. There should be a statement from the Cable Commission Attorney as to an outline of the City's right to regulate rates for future services in the extent allowed by federal and state law. There also should be an understanding as to the amount of rates and the increase rates the Grantee is allowed. This may be more in respect with the P.R. issue and cost justification issue.

Page 17 - Paragraph 5 - "Subscriber Inquiry and Complaint Procedures" - Paragraph c. states the following:

Such written record shall be on file at the office of the Grantee. Grantee shall provide City with a written summary of such complaints and their resolution upon request of the City. As to Subscriber complaints, Grantee shall comply with FCC record-keeping regulations, and make the results of such record-keeping available to City upon request.

For purposes of information there should be an automatic request every four (4) months for purposes of tracking.

Section 6 "Access to Channel(s) Provisions" - Paragraph 1 "Public, Educational and Government Access" should be carefully reviewed concerning the City's rights and the utilizing the designated channels. There also should be a clarification as to Paragraph c. of this section regarding Channel 52 (loaned to Grantee). This is subsequently explained in Paragraph d., however, the City must exercise written notice requesting return of control and use of either or both channels.

There also should be a review of Page 21 - Paragraph 4 "Access Support" - Paragraphs c. and d. for purposes of promoting City programs.

With the large amount of money involved with access support, the City should be totally involved through its commission members concerning expenditures and usage.

You may also want to explore Page 23 - Paragraph 2 "I-Net Connection Requirements" and to ensure that the City has all of its buildings available and connection. There should be careful scrutiny with Section 7 "Institutional Network Provisions and Related Commitments" to make sure that the City takes advantages of all connections and the process of sharing the information with the Ramsey/Washington County system. There must be a clear explanation and understanding of what the institutional network capacity is about.

Mr. Ericson  
June 7, 1999  
Page 4

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In reference to Section 9 "General Financial and Insurance Provisions", there should be a clear understanding with respect to the performance bond. According to Paragraph 1, there appears to be a bond on behalf of the City and the Commission. There should also be a clear understanding as to whether it is a Commission bond or a City bond for performance of the Franchise and with respect to Paragraph 2 of this section "Letter of Credit" and whether said Letter of Credit is on behalf of the Commission or the City. Paragraph 2.b. states that, "The Letter of Credit shall provide that funds will be paid to City or Commission, as appropriate upon written demand of City or Commission" for record keeping. We may want to have a copy of that Letter of Credit.

Section 10 "Sale, Abandonment, Transfer and Revocation of Franchise" - Paragraph 1.a. "City's Right to Revoke" should be carefully reviewed. This involves the City's right to revoke only in limited situations, specifically

- i. Grantee has violated material provision(s) of this Franchise;
- ii. Grantee has attempted to evade any of the provisions of the Franchise; or
- iii. Grantee has practiced fraud or deceit upon City.

Also in Section 13 "Miscellaneous Provisions" addresses franchise renewal, which includes a renewal period not to exceed fifteen (15) years.

Finally, we should review the exhibits for purposes of incorporation.

Respectfully yours,

BANNIGAN & KELLY, P.A.



Patrick J. Kelly

PJK:ace

Additional Information H-5

**BERNICK AND LIFSON, P.A.**  
SUITE 1200, THE COLONNADE  
5500 WAYZATA BOULEVARD  
MINNEAPOLIS, MN 55416  
TEL. (612) 546-1200  
FAX (612) 546-1003

**FAX TRANSMISSION**

**FAX TO:** Mr. Michael Erickson, City of Maplewood  
**YOUR FAX NO.:** 651-770-4506  
**FROM:** Mr. Thomas D. Creighton, Esq.  
**OUR FAX NO.:** 612-546-1003  
**DATE:** June 10, 1999  
**SUBJECT:** Franchise Ordinance  
**NO. PAGES** 13 (Includes cover sheet)

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Mike:

These are the changes the Council needs to go over at the work session.

I will call you later.

Tom Creighton

TABLE EXHIBITS A & E  
AS PER TOM.

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable laws. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

*Redline*

ORDINANCE NO. \_\_\_\_\_  
CITY OF \_\_\_\_\_

**CABLE TELEVISION FRANCHISE ORDINANCE**

Date: \_\_\_\_\_, 1999

Prepared by:

**Thomas D. Creighton  
Robert J. V. Vose  
Bernick and Lifson, P.A.  
1200 The Colonnade  
5500 Wayzata Boulevard  
Minneapolis, Minnesota 55416  
Telephone: (612) 546-1200  
Facsimile: (612) 546-1003**

- g. **"Commercial Need"** or **"Marketplace Need"** means such need or market demand which Grantee independently determines or City and Grantee may jointly determine requires action or performance by Grantee as specifically set forth in this Franchise. Any such joint determination shall be based upon evidence and information presented by City, Grantee and other interested parties at a duly noticed public proceeding. Grantee shall have an opportunity to present evidence regarding the level of market demand, the cost of meeting such demand and the availability of technologies to meet such demand. Any decision regarding Commercial or Marketplace Need which requires action by Grantee shall not be unreasonable.
- h. **"Commission"** means the Ramsey/Washington Counties Suburban Cable Communications Commission II, a municipal joint powers consortium comprised of the municipalities of Birchwood, Dellwood, Grant, Lake Elmo, Mahtomedi, Maplewood, North St. Paul, Oakdale, Vadnais Heights, White Bear Lake, White Bear Township and Willernie, Minnesota. In the event the City lawfully withdraws from the Commission, any reference to the Commission in this Franchise shall thereafter be deemed a reference to the City, and the rights and obligations related thereto shall, where possible, accrue pro rata to the City, pursuant to a transition agreement to be negotiated at such time by and between City, Commission and Grantee. The total burden of Grantee's obligations under this Franchise and Grantee's Franchise with the other member cities of Commission shall not be increased as a result of any such withdrawal.
- i. **"Converter"** means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.
- j. **"Drop"** means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.
- k. **"FCC"** means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- l. **"Franchise"** or **"Cable Franchise"** means this ordinance and the regulatory and contractual relationship established hereby.
- m. **"Grantee"** is MediaOne North Central Communications Corp., its lawful successors, transferees or assignees.
- n. **"Gross Revenues"** means all revenue received directly or indirectly by the Grantee, its affiliates, subsidiaries, parent, or person in which Grantee has

financial interest of five percent (5%) or more, from operation of ~~theits~~ System within City to provide Cable Services including, but not limited to, all Cable Service fees, Franchise Fees, PEG Fees, late fees, Installation and reconnection fees, upgrade and downgrade fees, Converter rental fees, Lockout Device fees, fees related to commercial and institutional usage of the I-Net, Internet access and ~~usage fees~~, cable modem service fees and interest. The term Gross Revenues shall not include advertising revenues, FCC regulatory fees, bad debt, or any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit or refundable subscriber deposits.

- o. "**Installation**" means the connection of the System from feeder cable to the point of connection with the Subscriber Converter or other terminal equipment.
- p. "**Institutional Network**" or "**I-Net**" means the discrete communications network and services related to such network provided by Grantee to identified institutions as required by this Franchise.
- q. "**Lockout Device**" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.
- r. "**Memorandum of Understanding**" or "**MOU**" means that certain agreement dated March 9, 1995 regarding PEG access funding, creation of a "PEG Fee" and certain rate regulatory issues.
- s. "**Node**" means the transition point between optical light transmission (fiber optic cable) and the RF transmission (coaxial cable) of video and data signals being delivered to and received from the Subscriber's home, and all necessary equipment related to such transition point.
- t. "**Ramsey/Washington System**" means the Cable System operated pursuant to this Franchise and located in the member municipalities of the Commission.
- u. "**Pay Television**" means the delivery over the System of pay-per-channel or pay-per-program video signals to Subscribers for a fee or charge, in addition to the charge for other Basic Cable Services or other Cable Services.
- v. "**Person**" is any person, firm, partnership, association, corporation, company, or other legal entity.
- w. "**Proposal**" means the Proposal for Franchise Renewal dated August 19,

1997, submitted to the Commission by MediaOne which is incorporated herein by reference, ~~and the related correspondence, proposal amendments, revisions, clarifications and other understandings, and prior agreements which are collectively attached hereto as Exhibit A.~~

- x. **"Right-of-Way"** or **"Rights-of-Way"** means the area on, below, or above any real property in City in which the City has an interest, and any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, drive, bridge, tunnel waterway, easement or right-of-way, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, or dedicated for use by City, use by the general public or use compatible with Cable System operations, including other dedicated Rights-of-Way for travel purposes and utility easements.
- y. **"Right-of-Way Ordinance"** means any ordinance of City codifying requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.
- z. **"Standard Installation"** means any residential installation which can be completed using a Drop of 250 feet or less.
- aa. **"Subscriber"** means any Person who lawfully receives service via the System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

## SECTION 2.

### GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. **Grant of Franchise.** This Franchise is granted pursuant to the terms and conditions contained herein. Grantee shall comply with all provisions of its Proposal, ~~which is expressly incorporated herein by reference.~~ Failure of Grantee to provide a System as described in its Proposal, or meet obligations and comply with all provisions therein, ~~shall~~may be deemed a violation of this Franchise.
2. **Grant of Nonexclusive Authority.**
  - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, install, operate, upgrade, repair, replace, reconstruct, rebuild, maintain and retain in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below facilities available to

Grantee to the extent it is technically and economically feasible to do so.

- b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.
  - c. This Franchise and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive and this Franchise does not, explicitly or implicitly, preclude the issuance of other franchises or similar authorization to operate Cable Systems within a Member City. Provided, however, that Grantor shall not authorize or permit another Person to construct, operate or maintain a Cable System on material terms and conditions which are, taken as a whole, more favorable or less burdensome than those applied to Grantee.
  - d. In the event another Person operates a Cable System authorized by Grantor on terms and conditions that are, taken as a whole, more favorable or less burdensome than the terms and conditions applicable to Grantee under this Franchise, the Grantor shall adjust any such terms and conditions in any other provider's authorization or this Franchise so that the terms and conditions under which such other Person operates, taken as a whole, are not more favorable or less burdensome than those that are applied to Grantee.
3. **Lease or Assignment Prohibited.** No Person may lease Grantee's System for the purpose of providing Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise, including, without limitation, a requirement on such Person to pay franchise fees on such Person's use of the System to provide Cable Services, to the extent those would be such a requirement under this Franchise if Grantee itself were to use the System to provide such Cable Service. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 10.5.
  4. **Franchise Term.** This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless sooner renewed, revoked or terminated as herein provided.
  5. **Previous Franchises.** Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace any previous Ordinance granting a Franchise to Grantee.
  6. **Compliance with Applicable Laws, Resolutions and Ordinances.**
    - a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the

attached. Failure to timely complete such construction shall be a violation of this Franchise.

- b. The System, once upgraded, shall continue to offer Service to all dwelling units serviceable prior to upgrade and shall extend Service to any area within the corporate boundaries of City which was not previously constructed which exceeds a density of 35 dwelling units per cable mile or greater for overhead plant and 50 dwelling units per cable mile for underground plant.
  - c. Within ninety (90) days after the commencement of the renewal term of this Franchise, Grantee shall commence application for all necessary permits, licenses, certificates and authorizations which are required in the conduct of its business. Failure to timely commence application for the aforementioned authorizations shall be a violation of this Franchise.
  - d. Within ninety (90) days after commencement of the term of this renewed Franchise, Grantee will commence System design, walkout and all other preliminary construction activities related to upgrade of the System and shall give written notice thereof to City upon commencement of such activities.
5. **Interruption of Service.** The Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than forty eight (48) hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.
6. **Technical Standards.** The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. End of the line performance will meet or exceed FCC specifications at the Subscriber Drop location.
7. **Special Testing.**
- a. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, the City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.

- b. Before ordering such tests, Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by a qualified engineer selected by City and Grantee, and Grantee shall cooperate in such testing.
8. **Drop Testing and Replacement.** Grantee shall insert a 750 MHz $\underline{Z}$  carrier at a level 10db below the video carriers that will be measured by Grantee as a normal procedure during all service calls. In addition, the Drops and related passive equipment will be inspected during Installations to assure that the Drop and passive equipment can pass the full 750 MHz $\underline{Z}$  System capacity. In the event measurement of the carrier or the inspection demonstrate that a Drop or associated passive equipment do not pass the full 750 MHz $\underline{Z}$ , the Subscriber address will be recorded by Grantee and Grantee shall provide City, or its designee, upon request a report indicating the addresses where Drops or associated passive equipment have failed. Grantee shall replace all failing Drops and/or associated passive equipment at the time the address upgrades service to a level which requires a signal above the 550 MHz $\underline{Z}$  spectrum at no separate charge to the individual Subscriber.
9. **FCC Reports.** The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.
10. **Nonvoice Return Capability.** Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.
11. **Lockout Device.** Upon the request of a Subscriber, Grantee shall make available a Lockout Device at no additional charge to Subscribers.

## SECTION 5.

### SERVICE PROVISIONS

1. **Video Programming.** All final programming decisions remain the discretion of Grantee in accordance with the Proposal, provided that Grantee notifies City and Subscribers in writing thirty (30) days prior to any channel additions, deletions, or realignments as required by applicable federal, state and local laws. Location and relocation of the PEG Channels shall be governed by Section 6.1 (c).

complaints with copy to City or its designee within thirty (30) days.

- c. Subject to Grantee's obligations pursuant to law regarding privacy of certain information, Grantee shall prepare and maintain written records of all complaints received from City and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide City with a written summary of such complaints and their resolution upon request of City. As to Subscriber complaints, Grantee shall comply with FCC record-keeping regulations, and make the results of such record-keeping available to City upon request.
  - d. Subscriber requests for repairs shall be performed within thirty-six (36) hours of the request unless conditions beyond the control of Grantee prevent such performance. Grantee may schedule appointments for Installations and other service call either at a specific time or, at a maximum, during a four hour time block during normal business hours. Grantee may also schedule service calls outside normal business hours for the convenience of customers. Grantee shall use its best efforts to not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the installer or technician is late and will not meet the specified appointment time, he/she must use his/her best efforts to contact the customer and reschedule the appointment at the sole convenience of the customer. Service call appointments must be met in a manner consistent with FCC standards.
6. **Subscriber Contracts.** Grantee shall file with Commission any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the Commission a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during normal business hours.
  7. **Refund Policy.** In the event a Subscriber establishes or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.
  8. **Late Fees.** Fees for the late payment of bills shall not be assessed until after the service has been fully provided. ~~Late Fees may not exceed the actual costs to Grantee of late payment of bills and the servicing and collecting of such accounts~~ Fee amounts on file with Commission shall not be adjusted by Grantee without Commission's prior approval.

## SECTION 6.

to each Node for the purpose of supporting redundancy and the facilitation of end-to-end fiber connections within the institutional community. In the event that the Grantee seeks to deploy wavelength division multiplexing or similar technology within the fiber optic portions of the I-NET, the Grantee may present to the Commission a plan to reduce the number of required fiber cables to the Node. Such plan must describe the planned technology and detail any I-Net performance changes which will result. The Commission must approve any such plan in writing prior to any reduction in the number of fibers in the I-Net.

- d. Grantee shall provide and maintain all I-Net equipment, including Node equipment, which is reasonably necessary to provide and operate the I-Net described above. Grantee shall only be required to provide "end-user" or I-Net interface equipment associated with I-Net applications to the extent required herein.
2. **I-Net Connection Requirements.** Grantee shall connect all institutions designated on Exhibits E and F to the Institutional Network along with any new City Hall which may be constructed by City, or to which City may otherwise move its government offices or City Council meeting locations, said move to be other than temporary, i.e., for a period anticipated to be sixtwelve (612) months or more. Other public or educational institutions subsequently designated by City shall be connected to the Institutional Network if such institution is located less than five hundred (500) feet from the existing Institutional Network, or if such designated institution agrees to reimburse Grantee for Grantee's actual costs in excess of the cost of the first five hundred (500) feet of such installation.
3. **Fiber to the Institution Requirements.** In addition to the I-Net requirements above, the Grantee will provide end-to-end fiber connections, including fiber from the Node to the institution, and usage of the I-Net in accordance with Exhibit F. The Grantee will initially provide two (2) dark fibers to each city hall listed in Exhibit E without charge. Grantee may adjust the PEG Fee to recover such costs. Fiber drops will be provided at cost to other than city hall institutions. Institutions connected to the I-Net via fiber will be responsible for any end-user or interface equipment needed for transmission of video or data via these dark fibers.
4. **Fiber Activation Requirements.** The Grantee will be responsible for the activation of the fibers referenced above with optical transmission and reception equipment within a reasonable time upon request. To the extent feasible, the timeline for such activation will be no later than 30 days from the date of the request for connection and usage in accordance with the policies of Exhibit F.
5. **I-Net Service Charges.** Grantee will make the I-Net capacity available to designated institutions for video uses at no charge. Grantee will otherwise be permitted to charge for use of the I-Net to the extent provided in Exhibit F. Grantee will comply

- a. Grantee shall provide, free of charge, Installation of one (1) subscriber network Drop, one (1) cable outlet, one (1) Converter and/or cable modem or other device, if necessary, monthly Basic Cable Service and such Internet access service as may be made available (currently MediaOne Express) without charge to those institutions currently receiving such services, the institutions identified and designated for such services in Exhibit E attached hereto and made a part hereof, ~~and~~ And such other public or educational ~~institutions~~ institution not connected to the I-Net may be subsequently designated by City which are located for MediaOne Express Service (or equivalent) by City. The Company will provide the first five hundred (500) feet or less from the existing Subscriber network at no charge to such institutions. Any such institution located more than five hundred (500) feet shall be connected if such institution agrees to reimburse Grantee for Grantee's actual costs in excess of the cost of the first five hundred (500) feet of such installation.
- b. Additional subscriber network Drops and/or outlets will be installed at designated institutions by Grantee at the cost of Grantee's time and material. Alternatively, said institution may add outlets at its own expense, as long as such Installation meets Grantee's standards. Grantee shall have three (3) months from the date of City designation of additional institution(s) to complete construction of the Drop and outlet unless weather or other conditions beyond the control of Grantee requires more time.
- c. To the extent Grantee provides to Subscribers web site hosting Services as part of its Internet access service, Grantee shall provide City and the Commission web site hosting services free of charge. Any other institution may subscribe to web site hosting services at market rates.

## SECTION 8.

### OPERATION AND ADMINISTRATION PROVISIONS

1. **Administration of Franchise.** The City Administrator or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City, or its designee, may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law.
2. **Delegated Authority.** The City may appoint a citizen advisory body or a Joint Powers Commission, or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegatee of City.

may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.

**4. Removal After Abandonment, Termination or Forfeiture.**

- a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.
- b. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

**5. Sale or Transfer of Franchise.**

- a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness. Upon notice to Commission. Grantee may undertake legal changes necessary to consolidate the corporate or partnership structures of its Minnesota/Wisconsin Systems provided there is no change in the controlling interests which could materially alter the financial responsibilities for the Grantee.
- b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 10.5. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new

"controlling interest" shall be deemed to be created upon the acquisition through any transaction or related group of transactions of a legal or beneficial interest of fifteen percent (15%) or more by one Person. Acquisition by one Person of an interest of five percent (5%) or more in a single transaction shall require notice to City.

- c. The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable law, the following:
  - i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof.
  - ii. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to, the MPUC, the FCC, the FTC, the FEC, the SEC or MnDOT. Upon request, Grantee shall provide City with a complete copy of any such document; and
  - iii. Any other documents or information related to the transaction as may be specifically requested by the City.
- d. City shall have such time as is permitted by federal law in which to review a transfer request.
- e. The Grantee shall reimburse City for all the reasonable legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee. Grantee may not itemize any such reimbursement on Subscriber bills, but may recover such expenses in its subscriber rates.
- f. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City including, but not limited to, any adequate guarantees or other security instruments provided by the transferor.
- g. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to subparagraph (a) or (b) of this Section, City shall have the right to purchase the System for the value of the consideration proposed in such transaction. City's right to purchase shall arise upon City's receipt of notice of the material terms of an offer or proposal for sale, transfer, corporate change, or assignment, which Grantee has accepted. Notice of such offer or

# MEMO

AGENDA ITEM II

## AGENDA REPORT

**To:** Michael A. McGuire  
**From:** Joel Hewitt, Fire Chief  
**Subject:** Ambulance Purchase  
**Date:** June 7, 1999



Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

### BACKGROUND

The 1999 CIP provides for the purchase of one ambulance. This ambulance will replace Medic One, a 13-year-old unit which has become undependable due to its condition and the frequency of repairs. To date this year, we have had several repairs totaling more than \$3,000. This unit is the backbone of our daytime response as our day watch crew is assigned to Medic One. With 75% of our call volume being medicals, having a sound ambulance fleet directly impacts our service delivery.

Our advertisement for bids produced the following two bids:

#### 1. Wheeled Coach, Winter Park, Florida

- A. Exceeded our specifications in three areas.
- B. Did not meet our specifications in 13 areas.
- C. Estimated delivery date of February 1, 2000
- D. Bid Price of \$92,810 for a 1999 chassis, if available at time of bid award. If unavailable, the bid price with a 2000 year chassis is \$93,555.

#### 2. Road Rescue, St. Paul, MN

- A. Meets all specifications.
- B. Estimated delivery date of October 1, 1999.
- C. Bid price of \$94,315

Bid prices are for the ambulance only. A stretcher cot will be purchased separately and the other equipment will be transferred from the current ambulance.

### RECOMMENDATION

Our recommendation is to award the bid to Road Rescue for \$94,315. The added cost of \$800 to \$1,505, depending on the availability of the chassis, is worth the cost due to the following:

1. **The Delivery Date** - The current ambulance is undependable and may not be roadworthy until February 1, 2000.

Michael A. McGuire  
Page 2  
June 7, 1999

**2. The Manufacturer is Local**

This allows us to maintain close contact during construction and will provide expedient warranty and service work.

**3. Current Fleet**

We currently have three Road Rescue ambulances which have provided excellent service.

**4. Continuity**

Our medics and firefighters use all five of our ambulances which all have the same layout. This continuity provides the medics and firefighters an instinctual environment to perform lifesaving services.

**FINANCING**

The CIP has \$66,000 in for this purchase. The remaining funding will come from transferring \$25,000 from a parking lot project, in addition to transferring the balance from the operating budget for a total purchase price of \$94,315.

attachment

c: City Clerk

**I N T E R**

**O F F I C E**

**MEMO**

**To:** Chief Hewitt  
**From:** Chief Lukin  
**Subject:** Ambulance Bids  
**Date:** June 3, 1999

We received the following bids for one (1) new 1999 modular ambulance per our specifications:

1. **Wheeled Coach** - exceeded our specifications in three areas, see attached.
  - A. Did not meet our specifications in 13 areas, see attached.
  - B. Estimated delivery date is February 1, 2000.
  - C. Cost - \$92,810, for a 1999 chassis available at the time of bid award, if not we will be required to take a 2000 chassis model with a cost of \$93,555.

An alternative offer from Wheeled Coach would be to purchase one of their demo ambulances that would be available at the end of July. However, this ambulance would still not meet our specifications for one new modular ambulance. (I would not recommend we do this.)

2. **Road Rescue**
  - A. Meet all of our specifications.
  - B. Estimated delivery date October 1, 1999
  - C. Cost - \$94,315

I recommend that we accept the bid submitted by Road Rescue for the following reasons:

1. The delivery date of October 1, 1999, is imperative because of the mechanical shape the present Medic One ambulance is in. It is the oldest ambulance in our fleet, and in the past 12 months, we have spent approximately \$3,000 in maintenance and repairs are needed continually.
2. Station One, where Medic One is housed, is also the location in which our day watch program works out of which in turn puts added stress on the Medic One ambulance.

Chief Hewitt  
Page 2  
June 3, 1999

3. The current Medic One ambulance is a 1986 Ford E-350 gas. The gasoline models no longer meet the federal guidelines for ambulances. They must be diesel engines. The present Medic One is much smaller which makes it more difficult with the increase in workload as well as additional equipment being used internally.

4. We presently have two of this model Road Rescue units in service at this time with very good maintenance success, as well as acceptance in regards to the layout and size for patient care from the firefighters and paramedics. By adding another Road Rescue ambulance to our fleet, it will provide us with continuous continuity in equipment and useability.

Firefighters from one station have the ability to answer calls at another station. The continuity of the internal layout of the ambulances is critical to a patient's care.

attachments

WHEELED COACH Exceptions to the ambulance bid:

Page 4- 2.1- Module Aisle: will be 45.5 inches

Page 5- 3.4- Sub Floor: will be made of marine grade, resin impregnated plywood

Page 8- 3.12 - Bumper: **will not** recess into the rear panel

Page 8- 3.14- Electrolysis: **exceeds** specification; all dissimilar metals are attached with apparatus which is coated with Ceram Guard to further prevent corrosion

Page 9- 3.15- Rubrails: a chrome fender ring will be provided

Page 10- 4.1 - Module Compartments: exceeds specification: a coating of Zolatone, an anti-abrasive, sound deadening, anti-fungal coating is applied in all exterior compartments

Page 11- 4.3- Compartment Switching: all compartment lights will be 4", not 5"

Page 14- 5.6- Headliner: manufactured of ABS plastic, pebble grain, impervious to fluids

Page 15- 5.7- Flooring: sub floor to be made of wood as referenced in Page 5-3.4 above

Page 16- 5.12 Left Stack: this cabinet will not be angled, but will be full

Page 16- 5.14 CPR Seat: no widened seat will be offered

Page 19- 6.5 Routing Access: access will be made through a raceway in the center of the ceiling

Page 20- 6.7 Clock-Radio: will not be recessed in the rear Coleman pad

Page 26- 11.1 Interior Lighting: there will be no microprismatic lighting but a mixture of Whelen 8086 and fluorescent 18" frames

Page 27- 13.2 Auxiliary Environmental Systems: all climatic activities will be from a Wheeled Coach Pure Air Filtration System which surpasses that offered

Page 29- 14.3 Vacuum System: will be conveniently located in the Action Area and not in lower left front cabinet face

6/7/99  
OK

# Memorandum

**To:** Michael A. McGuire, City Manager

**From:** Paul Schlingman, Chief Building Engineer

**Re:** Roof Replacement

**Date:** June 1, 1999

Action by Council: 

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

## INTRODUCTION

The 1999 Capitol Improvement budget has \$40,000 budgeted for the replacement of the roofing system at the Parks Maintenance Building. The Parks Building was purchased from Fulk Manufacturing in 1993. The Building was constructed in spring of 1984 and is 15 years old. The roof is original and has deteriorated beyond its life expectancy.

## BACKGROUND

The 1999 Capitol Improvement budget has \$40,000 budgeted for a complete roof replacement. An advertisement for bid was posted in the Maplewood Review. Staff personally called direct to four local contractors and mailed Bid Specs to each of the firms requesting their Bids.

Two bids were received. SELA Roofing submitted a bid for \$41,900. Berwald Roofing submitted a bid for \$44,357.00. We are pleased to have received a second bid, given the extremely tight market in construction, particularly roofing, due to the May, 1998 storms, excellent economy and new construction.

## RECOMMENDATION

Staff recommends that the City Council award the bid to SELA Roofing and Remodeling Inc. In the amount of \$41,900 with monies from the Capitol Improvement fund.

Phone (612) 623-1982  
Fax (612) 331-4019



★ State of Minnesota  
License ID #0001050  
★ Bonded  
★ Insured

122 S.E. 8th Street • Minneapolis, MN 55414

PROPOSAL SUBMITTED TO <b>City of Maplewood</b>	PHONE <b>651-779-3560</b>	DATE <b>5/27/99</b>
STREET <b>1902 E. County Road B</b>		JOB LOCATION <b>Maintenance Garage</b>
CITY <b>Maplewood</b>		JOB PHONE
STATE / ZIP <b>MN, 55109</b>		
ESTIMATOR <b>Walt Thomas</b>	ATTN. <b>Paul Schillingman</b>	

**We Propose** hereby to furnish material and labor—complete in accordance with specifications below, for the sum of:

**Forty One Thousand Nine Hundred** dollars (\$ **41,900.00** ).

PAYMENT TO BE MADE: Upon Start \$ \_\_\_\_\_ — Balance less than 10% to be Paid in upon Substantial Completion \$ **37,710.00**  
Remaining balance upon final inspection and acceptance. (After roof has been graveled).

Authorized Signature \_\_\_\_\_ **4,190.00**  
Note: This Proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to be as specified. All WORK to be completed in a workmanlike manner according to standard practices. Specified work and quoted price subject to change upon discovery of hidden defects. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Products and materials may be substituted for equivalent products due to availability.

Signature \_\_\_\_\_ Date **5/27/99**

We hereby submit specifications and estimates for: \_\_\_\_\_ Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages

**City of Maplewood Maintenance Garage**

1. Remove existing sheet metal counter flashing and set aside for re-use.
2. Remove all loose gravel from the roof surface. Haul away all accumulated debris from the premises.
3. Owner will disconnect and reconnect all electric and gas supplies from all mechanical units.
4. Tear off the existing rubber roofing membrane down to roof insulation. Clean up and haul away all debris from the premises. Replace any wet or rotten insulation at a separate price of .68 cents per sq. ft. (if larger quantity of insulation needs replacement, price will be reduced per sq. ft.).
5. Install one layer of 1/2" of wood fiber roof insulation, mechanically fasten thru the existing insulation to the metal deck, over entire specified area.
6. Install one layer of 1/2" wood fiber roof insulation over the entire specified roof area, mopping solid to bottom layer of wood fiber insulation.
7. Over insulation we will install 4 layers of Type IV fiberglass felt, running all felts up onto the base flashing. Each layer of felt will be mopped in solid with hot asphalt at a rate of no less than 25 lbs. per sq. ft.
8. Flash all walls, curbs, etc., with an additional layer of modified bitumen 160 mil flashing material, fasten and secure.
9. Install new pitch pans to replace existing pitch pans.
10. Install new galvanized sheet metal plumbing stacks of two-piece construction with lead tops.
11. Re-use existing center drain and re-flash properly to new roof system.
12. Flood coat the entire roof surface with a final layer of hot asphalt at a rate of 60 lbs. per 100 sq. ft. and embed washed roofing

# PROPOSAL

Page No. \_\_\_\_\_

of \_\_\_\_\_

Pages \_\_\_\_\_

**BERWALD ROOFING CO., INC.**  
 Industrial - Commercial - Residential (AA/EOE)  
 2440 No. Charles Street  
 NORTH ST. PAUL, MN 55109-3080  
 (612) 777-7411  
 FAX (612) 777-1371



Attn: Paul Schlingman

PROPOSAL SUBMITTED TO City of Maplewood		PHONE 651-779-3560	DATE May 24, 1999
STREET 1830 East County Road B		JOB NAME Parks Maintenance Garage (Roof Replacement)	
CITY, STATE and ZIP CODE Maplewood, MN 55109		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

~~Remove old sheet metal, gravel and rubber roofing and haul away. Leave existing beadboard insulation in place.~~

~~Install additional wood blocking at roof edge to allow for acceptable base flashing height. Mechanically fasten to I-60 a layer of 1/2 rigid fiber insulation over the beadboard.~~

~~Solid mop with hot steep asphalt a top layer of 1/2" rigid fiber insulation and offset all joints. (6" minimum).~~

~~Apply a 4-ply asphalt and gravel roof using Type 4 glass felts and modified base flashings.~~

~~Install new plumbers vents and pitch boxes.~~

~~Install two (2) new scuppers; shop formed to fit new wood blocking at roof edge.~~

~~Flood coat with hot asphalt and gravel entire roof.~~

~~Interply moppings to be 25 pounds per 100 square feet. Flood coat to be 60 pounds per 100 square feet.~~

~~Install new prefinished 24 gauge ColorKlad sheet metal fascia; shop formed to fit new roof edge height.~~

~~Our ten (10) year warranty.~~

~~LABOR AND MATERIAL FOR SUM OF Forty-four thousand three hundred fifty-seven and no/100 dollars (\$44,357.00).~~

~~To install two (2) 4" Josam interior roof drains and cast iron piping to come out of wall 3' above grade ADD \$1,750.00. This would eliminate ice buildup on outside of building at scuppers and downspouts.~~

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within Kenneth Berwald days.

-30-

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

## AGENDA REPORT

Action by Council:

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

TO: City Manager

FROM: City Engineer

SUBJECT: Harvester Area Streets, Project 98-10—Assessment Appeals

DATE: June 4, 1999

The city received two objections to the proposed assessment for this project. The first is from Transfiguration Church and School. Their objection is based on the fact that last year under the Harvester Avenue project the parcel was assessed \$10,000. Under the current project, the streets on the other three sides of the property are being improved. It is proposed to assess the parcel \$25,200 for the street and storm water improvements. This is consistent with the other properties in the area and, in the absence of any other arguments, staff feels the proposed assessment is appropriate.

**It is recommended that no action be taken to change the assessment proposed for Transfiguration Church and School.**

The second objection received concerns the property at 937 Glendon Street. The property owners object because they are senior citizens on a fixed income. They feel the proposed assessment is a hardship. The forms for senior citizen deferment have been given to the homeowners. At this writing we have not received the completed forms back, but anticipate they will be here prior to the council meeting on June 14. Based on initial conversations and verbal information provided by the homeowners, a senior citizen deferment would be appropriate.

**It is recommended the city council approve a senior citizen deferment for the property located at 937 Glendon Street with the property identification number 25-29-22-44-0004.**

KGH

jc

# Transfiguration Catholic Church

*Church and Church Offices*

6133 15th Street North, Oakdale, Minnesota 55128  
651-738-2646 / Fax: 651-501-2230

May 18, 1999

Department of Public Works  
City of Maplewood  
1830 East County Road B  
Maplewood, Mn 55109

Dear Public Works Department:

Transfiguration Church/School has been assessed \$25,200.00 on Harvest Area St Project No 98.10. As for all non profit organizations this comes as a major expense that we didn't expect at this time. Due to the fact that we were assessed \$10,000.00 on the same piece of property for Project 97-16 in July of 1998, we are asking that this additional assessment be reduced. It would cause an undue hardship on our parish since we just completed a major expansion project for our church and school.

I ask that this request be brought to the assessment hearing on May 24, 1999, and that it be filed with the city clerk prior to the hearing.

Please let me know if there is any additional information you need. Thank you for your consideration of this matter.

Sincerely Yours,



Father James D. Smith  
Pastor  
Transfiguration Church

ASSESSMENT HEARING APPEAL FORM  
HARVESTER AREA IMPROVEMENTS  
PROJECT 98-10

Address of assessed parcel 937 Glendon Street

Property identification number:

25-29-22-42-0004  
(12 digit number)

Do you wish to address the city council tonight?

Yes  No

Please complete this form if you intend to appeal to the city council to defer, revise or cancel your assessment. This form must be completed and filed with the city clerk no later than the close of tonight's city council assessment hearing. Your request will become part of the public hearing record. I request that the city council consider (check one):

- a.  Deferral of assessment
- b.  Senior citizen deferment (over 65 years of age)
- c.  Cancellation of assessment
- d.  Revision of assessment

Reason for the request:

our only income is Soc. Sec. & have no savings or any other income  
We simply do not have the money & objected to the  
project because of that fact. If added to our yearly  
prop. tax with interest could not afford that, either if  
added on to sale would mean would get less money at

a time we would need the very most  
Print Name MARGARET KUNDE Signature Margaret Kunde Date 5-24-99  
937 Glendon St. Maple, Mn 55119-3808 Address of Property Owner 651739-0997 Zip Telephone

## AGENDA REPORT

Action by Council:

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

TO: City Manager

FROM: Finance Director *Oliver*

RE: **2000-2004 CAPITAL IMPROVEMENT PLAN (4 VOTES)**

DATE: June 7, 1999

**PROPOSAL**

It is proposed that the 2000-2004 Capital Improvement Plan be formally adopted with a strong commitment to follow the construction and financing schedule in the C.I.P. for public works projects.

**BACKGROUND**

The Capital Improvement Plan is a planning tool used to identify needed capital projects and to coordinate the timing and financing of projects. Capital projects for the Maplewood C.I.P. are defined as major equipment purchases and construction projects costing in excess of \$50,000. The 2000-2004 C.I.P. replaces the 1999-2003 C.I.P. that was approved by the Council on May 21, 1998. Projects included in the first year of the C.I.P. will be included in the Proposed 2000 Budget. It is important to note that the proposed tax levy for the Capital Improvement Projects Fund will increase to \$331,500 for the year 2000 which is a \$156,500 increase over the tax levy for 1999.

This year again it is proposed that the C.I.P. be formally adopted by the Council. As part of this adoption process, a strong commitment to follow the construction and financing schedule on pages 1-8 and 1-9 in the C.I.P. is needed. This will allow the City's engineering staff to be fully utilized and will minimize the need for consultant engineers. Also, it will facilitate Finance Department planning for the 2000 bond issue which will finance the public works projects. Consequently, a public works project to be constructed in 2000 must be included in the C.I.P. to facilitate the engineering required for the project. Projects not scheduled for 2000 in the C.I.P. will be delayed to 2001.

The C.I.P. document format this year is the same as last year's document. The projects in the document are grouped by neighborhood and neighborhood

maps show the location of each project. (Page 1-4 has been corrected; copy attached.)

## **PLANNING COMMISSION**

The Planning Commission approved the C.I.P. at its May 17th meeting. A representative of the Planning Commission will be at the Council meeting to report on the action the commission took.

## **ACTION REQUIRED**

After the video tape of the C.I.P. is shown, it is recommended that the Council adopt the attached resolution. Since the C.I.P. is part of the Comprehensive Plan, it requires four votes for adoption.

Attachment

P:\CIP\ADOPT.AGN

## RESOLUTION

WHEREAS, the 2000-2004 Capital Improvement Plan coordinates the timing and financing of major equipment purchases and construction projects, and

WHEREAS, the 2000-2004 C.I.P. is a planning tool for City staff and elected officials, and

WHEREAS, it is important to follow the construction and financing schedule on pages 1-8 and 1-9 in the C.I.P. in order to fully utilize the City's engineering staff and minimize the need for consultant engineers, and

NOW THEREFORE, BE IT RESOLVED, that the 2000-2004 C.I.P. is hereby adopted as a planning document, and

BE IT FURTHER RESOLVED, the construction and financing schedule on pages 1-8 and 1-9 in the C.I.P. will be followed to the greatest extent possible.

## NEW PROJECTS IN THE CAPITAL IMPROVEMENT PLAN

Increases in project expenditures for the year 2000-2003 within the 2000-2004 C.I.P. over the 1999-2003 C.I.P. are as follows:

Year	1999-2003 C.I.P.	2000-2004 C.I.P.	Increase (Decrease)	
			Amount	Percent
2000	\$6,642,520	\$8,345,400	\$1,702,880	25.6%
2001	3,924,440	3,254,400	(670,040)	(17.1)
2002	1,632,000	2,536,000	904,000	55.4
2003	2,070,000	3,505,000	1,435,000	69.3
TOTALS	\$14,268,960	\$17,640,800	\$3,371,840	23.6%

Some of the increases listed above are due to changes in the schedule for projects.

New projects within the 2000-2004 C.I.P. total \$11,425,000. The projects are as follows:

### FIRE DEPARTMENT

\$350,000 Replace 1984 pumper tanker in 2004

### PARKS & RECREATION DEPARTMENT

\$300,000 Apple Wood neighborhood park development in 2003

250,000 Sterling Oaks neighborhood park development in 2004

70,000 Replace boiler and condensing unit at Public Works building in 2001

70,000 Replace carpet at city hall in 2002

\$690,000

### POLICE DEPARTMENT

None

### PUBLIC WORKS

\$600,000 Reconstruct Ripley, English to Hazelwood in 2001

1,180,000 Recycle and overlay Gladstone north streets in 2000

155,000 Mill and overlay Tilsen north streets in 2000

240,000 Recycle and overlay Bartelmy Acres streets in 2001

720,000 Recycle and overlay Gladstone west streets in 2001

280,000 Repave Carsgrove Meadows in 2001

AGENDA REPORT

Action by Council:

**TO:** Michael A. McGuire, City Manager

**FROM:** Michael A. Ericson, Assistant to the City Manager 

**RE:** Selection of Architect for Bruentrup Farm Relocation Project

**DATE:** June 8, 1999

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

INTRODUCTION

At its May 24, 1999 meeting, the Maplewood City Council unanimously approved a resolution of support for the Bruentrup Farm Relocation Project and directed staff to work with the Maplewood Historical Society to relocate the farmhouse, barn, granary, and windmill to the city's Open Space Land on County Road D. Council authorized city staff to prepare specifications and bid the project. On Monday, June 7, 1999 at a specially-called council meeting the city council considered the bids to move the Bruentrup Farm and awarded the bid to Semple Building Movers from St. Paul at a low bid of \$89,000 which included the three buildings, windmill and the newly added metal shed. The move of the farm buildings is the first phase of the relocation project. Any subsequent work necessitates the hiring of an architect to design and sign off on architectural plans for the footings, foundations, and basement but to also manage the overall project for the city and the Maplewood Historical Society.

BACKGROUND

Up to this point, city staff and myself in particular have spent a great deal of time on this project. At this time though, it is necessary to hire an architect to manage the project to its completion. An architect with experience in moving historical buildings and/or farms is necessary due to the uniqueness of managing the move of historical farm buildings but also because they will be working with the Minnesota Historical Society who will administer the expenditure of \$100,000 in state grant funds. There will be a significant amount of paperwork involved with the grant.

There are many factors which will need to be finalized with the project but the primary goal is to move the buildings off the site by June 30, 1999 when the developer takes possession of the property. The cost to move the four buildings and the windmill is \$89,000. The estimated costs for footings, foundations, and basements is \$48,955. An estimate for new wood roofs for the three buildings is \$40,000. An estimate for a well, septic system, and Class 5 driveway is \$30,000.

There are still architect and engineering fees estimated at \$15,000. This yields a total estimated project cost of \$222,955 for the essential requirements to relocate the buildings to the Open Space property. The difference between these costs and the \$200,000 in funds would have to be made up in a combination of non-profit and foundation grants, donations, private contributions, and other funding sources.

The architect selected by the city council would be responsible for the remaining phases of work including any renovation and remodeling work which may be done by the local building tradespersons from the St. Paul Building Trades Council who have willingly volunteered for this project. Since no city taxpayer dollars are being used for this project it would be appropriate for the architect to sign off on all pay requests since the city will only issue checks to contractors for work completed under the supervision of the project architect. From this point forward, city staff involvement would be minimal and only for monitoring purposes on behalf of the council.

#### RECOMMENDATION

The city council should consider the two architects Paul Finsness Architects and MacDonald & Mack Architects as two very reputable and capable architectural firms who specialize in this type of work and who have both spent a great deal of time assisting staff on this project. Due to the projects changing timelines over the past many months both have been considerably patient and cooperative but still very interested in serving as project architect. I would have no problem recommending either firm with the only stipulation that they could start immediately and give the project the constant attention it needs. Due to time constraints involved with bidding the move project, formal proposals for professional architectural services including fees from the two architectural firms will be presented at the council meeting.

AGENDA REPORT

**TO:** Michael A. McGuire, City Manager  
**FROM:** Michael A. Ericson, Assistant to the City Manager   
**RE:** **Architect Proposals for Bruentrup Farm Relocation Project**  
**DATE:** June 14, 1999

INTRODUCTION

On Monday, June 14, 1999 the city received original copies of two proposals to provide architectural services for the Bruentrup Farm Relocation Project. The two firms who submitted proposals are Paul Finsness Architects and MacDonald & Mack Architects.

BACKGROUND

It is necessary at this time to hire an architect to manage the project to its completion. The architect should be experienced in moving historical buildings and/or farms due to the uniqueness of managing the move of historical farm buildings. MacDonald & Mack has much more experience over the past 23 years having managed more than 100 historic preservation projects and the move of more than 60 historic agricultural structures including farm houses. PFA Architects has minimal experience with three historical projects since 1994 all of which have been on-site renovation work.

Both firms have expressed strong interest in the work and both have stated they would be available immediately since Semple Movers plans to start with preparation work on Tuesday, June 15, 1999.

The bid submitted by MacDonald & Mack for architectural and engineering services is \$15,000 plus an additional \$2,600 for the design and construction of a septic system and well.

The bid submitted by PFA Architects is for 13% of the total project costs, not including the move of the farm buildings, and it includes the design and construction of the septic system and well. An estimated fee for service would be \$15,464 based on the estimated costs for footings, foundations, and basements of \$48,955, new wood roofs for the three buildings of \$40,000, and cost for site preparation, well, septic system, and Class 5 driveway of \$30,000.

The architect selected by the city council would be responsible for the remaining phases of work and any future renovation and remodeling work which may be done by local building tradespersons from the St. Paul Building Trades Council. PFA Architects stated that they would be compensated for this work at the 13% rate with a market value established for any in-kind union work. MacDonald and Mack stated that they will assist with this renovation work with fees established in the future when the scope of the work is defined by all parties.

### RECOMMENDATION

The city council should consider the two architects Paul Finsness Architects and MacDonald & Mack Architects as two very reputable and capable architectural firms who specialize in this type of work. I would have no problem recommending either firm with the only stipulation that they start immediately and give the project the architectural leadership it needs at this time.

# MacDonald & Mack Architects LTD

11 June 1999

Stuart MacDonald, AIA  
Robert C. Mack, FAIA

Mr. Michael Ericson  
Assistant to the City Manager  
City of Maplewood  
1830 East County Road B  
Maplewood, Minnesota 55109

Reference: Professional Services Proposal  
Bruentrup Farmstead  
Maplewood, Minnesota

Dear Mr. Ericson:

Thank you for inviting MacDonald and Mack Architects, Ltd. to submit this proposal to assist the City of Maplewood with the Bruentrup Farmstead. It is our understanding that the

House  
Barn and attached milk room  
Granery and attached storage shed and corn crib  
Metal-clad storage building  
And windmill

will be soon relocated from their original site to a new temporary staging area and then to their final position, all under a separate agreement. Professional architectural and engineering services outlined in this proposal will be required for the following subsequent work: (a) preparation of the new site to receive these structures, including poured concrete footings and concrete block foundation walls with stone veneer; (b) installation of well and septic systems and building hookups; and (c) replacement of roofs, including metal flashings, gutters and downspouts. It is also understood that all civil engineering services required for the project will be provided by City of Maplewood staff.

The proposal is divided into the following 5 principal sections:

Qualifications  
Scope of Services  
Responsibilities of the City of Maplewood  
Schedule  
Fees

## QUALIFICATIONS

MacDonald and Mack Architects, Ltd., since its founding in 1976, has specialized in the preservation, restoration, and reuse of historic properties. To date, our project list includes museum-quality restoration, adaptive use, and sensitive design of additions for more than 100 historic properties, primarily located in the Upper Midwest, and survey and planning for literally thousands of buildings throughout the country. We believe that we are well-qualified to assist the City of Maplewood with this historic project.

Museum projects range from the restoration of the 1913 Prairie-School-Style William Gray Purcell House for the Minneapolis Institute of Arts to the basic shelter of the late-19th-century Hodges Claim Shanty for the Agricultural Heritage Museum in Brookings, South Dakota. Adaptive use projects include restoration and remodel of the Jackson Street Roundhouse in Saint Paul, Minnesota, for the Minnesota Museum of Transportation and exterior restoration of the Carriage Barn at the President James A. Garfield Home in Mentor, Ohio, and conversion of its interior to serve as a visitor center. Over the past 23 years, MacDonald and Mack has been responsible for the preservation planning, stabilization, and restoration of more than 60 historic agricultural structures, including farm houses, barns, ice houses, smoke houses, coops and graneries. In addition, we previously have assisted with the relocation of historic structures including several at Murphy's Landing in Shakopee, Minnesota, and, in Minneapolis, the Brown-Ryan Livery Stable constructed of brick in 1880.

Both Mr. MacDonald and Mr. Mack are registered architects and meet all federal professional qualifications standards for historic architecture. The firm and its principals have been devoted to preservation for over 20 years, and have been recognized for the quality of their work through a variety of national and local awards and publications in periodicals such as the National Trust's *Historic Preservation*, *Architectural Record*, and *Architecture Minnesota*.

Mattson/Macdonald, Inc. will provide consulting structural engineering services for the Bruentrup Farmstead project. They have assisted MacDonald and Mack with more than 40 preservation projects including the restoration and structural stabilization of a Civil-War-era Carriage Barn and Ice House at the LeDuc-Simmons House in Hastings, Minnesota. Their office has received professional recognition for its historic work from the Saint Paul Heritage Preservation Commission and the Consulting Engineers Council of Minnesota.

A state-certified, environmental services consultant experienced with designing on-site waste treatment systems will assist with septic system design.

References and samples of our and our consultants' previous projects are available on request.

## SCOPE OF SERVICES

Our work plan and major tasks to be accomplished are set forth in the following scope of services.

### DESIGN PHASE

We will provide the following design services:

1. Review program requirements with representatives of the City of Maplewood
2. Field measure and photo-survey the structures
3. Prepare base drawings of existing conditions from field measurements and photographs. These drawings may include floor and roof plans, structural details critical to the move, and exterior building elevations, either drafted or consisting of photographic images transferred to drawings
4. Coordinate civil engineering issues with City of Maplewood staff
5. Prepare preliminary design drawings and outline specifications
6. Prepare preliminary construction cost estimates
7. Submit preliminary designs and cost estimates for review and approval by representatives of the City of Maplewood, including the Building Official

### CONSTRUCTION DOCUMENTS PHASE

Based on approved preliminary designs, we will provide the following:

1. Final design and construction documents consisting of architectural, structural, and well and septic system drawings accompanied by written technical specifications necessary to build the project, obtain competitive bids or proposals, and secure necessary building permits
2. Incorporate civil engineering drawings and written specifications provided by the City of Maplewood into the construction documents
3. Incorporate front end, or "boilerplate," specifications provided by the City of Maplewood into the technical specifications
4. Update construction cost estimates
5. Assemble bid or pricing packages
6. Submit final construction documents and cost estimates for review and approval by representatives of the City of Maplewood, including the Building Official

### BIDDING PHASE

We will assist in obtaining competitive bids as follows:

1. Conduct an on-site Pre-Bid Conference for prospective bidders, if needed
2. Distribute construction documents to prospective bidders
3. Provide answers to bidders questions related to the construction documents
4. Prepare addendum to bid documents, if needed
5. Recommend award of contract to the apparent lowest responsible bidder

#### CONSTRUCTION PHASE

We will provide the following services during construction of the project:

1. Participate in an on-site Pre-Construction Conference, if needed
2. Observe work in progress during critical construction events and during regularly scheduled project meetings to verify that the work is in accordance with the intent of the construction documents
3. Review shop drawings, manufacturers' literature, materials samples and other items required to be submitted by the contractor for approval
4. Review contractor's payment requests
5. Issue change orders upon specific approval of the City of Maplewood
6. Conduct a pre-final inspection and prepare a "punch list"
7. Conduct a final inspection

#### ADDITIONAL SERVICES

In addition to the above services, we will assist with future phases of renovation and remodeling work, some of which may be accomplished with the help of volunteer tradespersons from the Saint Paul Building Trades Council. The scope and attendant fee for these additional services will be established in the future and, therefore, are not included within the terms of this proposal.

#### RESPONSIBILITIES OF THE CITY OF MAPLEWOOD

The following materials and assistance will be required from the City of Maplewood to complete the project in an accurate and timely manner:

1. Access to the buildings during standard business hours and at other times by prior arrangement
2. A site survey locating pertinent features on the new site such as abandoned building foundations, plantings, above and below grade utilities, topographic information, and so forth.
3. Testing, possibly including soil borings, perk test, and so forth.

4. Civil engineering services including, but not necessarily limited to, design and preparation of construction documents relating the following:
  - a. Site demolition
  - b. Excavation and grading
  - c. Drainage systems
  - d. Roads and parking
  - e. Walkways
 and so forth
5. Boilerplate specifications including, but not necessarily limited to, the following:
  - a. Form of contract
  - b. Bid advertisements
  - c. Bid and performance bond requirements
  - d. Insurance requirements
  - e. Prevailing wage rates, if applicable
  - f. General and special conditions of the contract
 and so forth
6. Publication of bid advertisements
7. Prompt review of all submittals

#### SCHEDULE

Assuming project commencement by 1 July 1999, we suggest the following schedule:

Design Phase	Complete 23 July 1999
Construction Documents Phase	Complete 20 August 1999
Bidding Phase	Complete 3 September 1999
Construction Phase	Complete 30 November 1999

#### FEES

MacDonald and Mack Architects, Ltd. proposes to provide the above architectural and structural engineering services for a fee in the amount of

Fifteen Thousand and 00/100 Dollars (\$ 15,000.00)

Professional services relating to the design and construction of a new well and septic system will be provide for an additional fee in the amount of

Two Thousand Six Hundred and 00/100 Dollars (\$ 2,600.00)

These fees include our labor, structural and environmental engineering consultant costs,

and miscellaneous expenses for reproducing and distributing construction documents for review and for bidding.

The fees break down by phase as follows:

Design Phase	\$ 6,160.00
Construction Documents Phase	\$ 7,040.00
Bidding Phase	\$ 880.00
Construction Phase	\$ 3,520.00

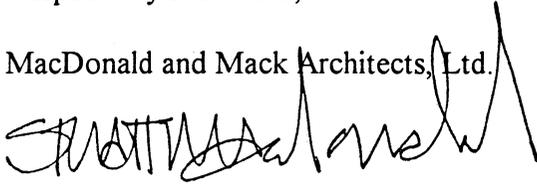
Invoices will be submitted monthly reflecting the level of effort and expenses applied to the project during the previous month. Payment will be due within thirty (30) days of invoice.

This proposal and attendant fee are subject to revision by mutual agreement.

Thank you again for the opportunity to submit this proposal. We are excited about the possibility of assisting the City of Maplewood with this challenging historic project.

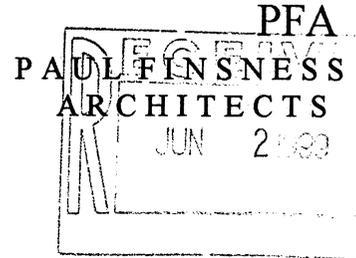
Respectfully submitted,

MacDonald and Mack Architects, Ltd.



Stuart MacDonald, AIA  
Principal

Sent via mail and facsimile to 651.779.3570



June 1, 1999

Michael A. Ericson  
Assistant to the Manager  
City of Maplewood  
1830 East County Road B  
Maplewood, Minnesota 55109

Re: Proposal for the Provision of Professional Services  
Bruentrup Farm Structures Reconstruction  
County Road D  
Maplewood, Minnesota

Dear Mr. Erickson:

We are pleased to submit the enclosed proposal for professional services for reconstruction of the Bruentrup Farm structures at County Road D in Maplewood, Minnesota. Also, we are able to begin work on this project at this time and believe we will be able to comply with a reasonable completion schedule for the project.

Since 1994, we have provided design and construction phase services for construction projects at three Minnesota Historical Society historic sites. These projects include restoration and improvements at the Sibley House in Mendota, Minnesota and accessibility improvements at the James J. Hill House and the Alexander Ramsey Carriage House in Saint Paul, Minnesota.

Thank you for consideration of this proposal and for your interest in our architectural services. We look forward to providing the City of Maplewood with the professional services necessary to accomplish this important project.

Sincerely,

PFA PAUL FINSNESS ARCHITECTS

A handwritten signature in black ink, appearing to read "Paul D. Finsness". The signature is fluid and cursive, with a long, sweeping underline.

Paul D. Finsness RA

Enclosure

**A PROPOSAL for the Provision  
of  
Professional Services**

---

Client: City of Maplewood  
1830 East County Road B  
Maplewood, Mn 55109

Consultant: PFA Architects, Ltd. d/b/a  
PFA Paul Finsness Architects  
734 Larpenteur Avenue East  
Saint Paul, Mn 55117-2528

Date: June 1, 1999 (Revised June 14, 1999)

Project No: 114.01

Project Name & Location: Bruentrup Farm Relocation  
County Road D  
Maplewood, Minnesota

Scope of Services: The Consultant's Basic Services consist of those architectural and engineering services performed by the Consultant and it's subconsultants during the design and construction phases for site and building construction comprising the scope of work of the project.

The Consultant's Additional Services are not included as a part of Basic Services and consist of Additional Services agreed to and authorized by the Client.

Basis of Compensation: Compensation for Basic Services is thirteen (13) percent of the total of the final construction contract amount and the market value of in-kind contributions supplied to the project.

Compensation for Additional Services to research and investigate existing building conditions in lieu of Client supplied data and administer the Minnesota Historical Society grant funds is the hourly fee of sixty-five dollars exactly (\$65.00). Compensation for other Additional Services is the hourly fee of sixty-five dollars exactly (\$65.00) for architectural services and as invoiced by subconsultants for engineering or other services.

Compensation for Reimbursable Expenses incurred on behalf of the project is at cost.

Terms and Conditions: Per an Agreement for the Provision of Professional Services.

A Retainer of one thousand nine hundred fifty dollars exactly (\$1,950.00) to be applied against the final invoice is due at execution of an Agreement for the Provision of Professional Services.

THIS PROPOSAL EXPIRES AT THE CLOSE-OF-BUSINESS FIFTEEN DAYS FROM THE DATE FIRST APPEARING ABOVE.

PFA ARCHITECTS, LTD:

  
By \_\_\_\_\_

President/Treasurer  
Title \_\_\_\_\_

**An AGREEMENT for the Provision  
of  
Professional Services**

Client: City of Maplewood  
1830 East County Road B  
Maplewood, Mn 55109

Consultant: PFA Architects, Ltd. d/b/a  
PFA Paul Finsness Architects  
734 Larpenteur Avenue East  
Saint Paul, Mn 55117-2528

Date: June 14, 1999

Project No: 114.01

Project Name & Location: Bruentrup Farm Relocation  
County Road D  
Maplewood, Minnesota

Scope of Services: The Consultant's Basic Services consist of those architectural and engineering services performed by the Consultant and it's subconsultants and listed on the attached Exhibit A during the design (schematic design, design development, construction documents and bidding) phase and the construction (construction contract administration and construction observation) phases for site and building construction comprising the scope of work of the project. The Consultant's Additional Services are not included as a part of Basic Services and consist of Additional Services listed on the attached Exhibit B.

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission of documents to building authorities. Design changes made necessary by newly enacted laws, codes and regulation after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

Basis of Compensation: Compensation for Basic Services is thirteen (13) percent of the total of the final construction contract amount and the market value of in-kind contributions supplied to the project.

Compensation for Additional Services is the hourly fee of sixty-five dollars exactly (\$65.00) for architectural services and as invoiced by subconsultants for engineering or other services.

Compensation for Reimbursable Expenses incurred on behalf of the project and listed on the attached Exhibit C is at cost.

Progress payments for Basic Services in the design and construction phases shall total the following percentages of the total basic compensation payable: Schematic Design Phase - Fifteen (15) percent; Design Development Phase - Twenty (20) percent; Construction Documents and Bidding Phase - Forty five (45) percent; Construction Contract Administration and Observation Phase - Twenty (20) percent.

An initial payment of one thousand nine hundred fifty dollars exactly (\$1,950.00) is due upon execution of this Agreement. This Retainer shall be held by the Consultant and applied against the final invoice.

Other: The attached Terms and Conditions and Exhibits A, B, and C are incorporated into and made a part of the Agreement. The paragraph titles used in this Agreement are for general reference only and are not part of this Agreement.

Offered by:

Paul D. Finsness 6-14-99  
signature date

Paul D. Finsness President/Treasurer  
printed name/title

PFA Architects, Ltd.  
name of consultant

Accepted by:

\_\_\_\_\_  
signature date

\_\_\_\_\_  
printed name/title

\_\_\_\_\_  
name of client

## **Exhibit A Basic Services**

The Consultant's Basic Services described in the following paragraphs include normal structural, mechanical and electrical engineering services. Basic Services shall be paid for by the Client in accordance with the basis of compensation in this Agreement.

### **Design Phase:**

**Schematic Design** - The Consultant shall review with the Client the scope of work of the project and prepare a scheme for the project. The Consultant shall prepare design documents appropriate to the project for acceptance by the Client and submit an opinion of probable construction cost.

**Design Development** - The Consultant shall develop the scheme for the project. The Consultant shall prepare design documents appropriate to the project for acceptance by the Client and submit an opinion of probable construction cost.

**Construction Documents and Bidding** - The Consultant shall prepare construction documents consisting of drawings and technical sections providing information for the construction of the project based on the accepted design documents and submit an opinion of probable construction cost. The Consultant shall assist the Client in obtaining bids for construction of the project and with awarding the construction contract.

### **Construction Phase:**

**Construction Contract Administration and Construction Observation** - The Consultant shall provide Basic Services for administration of the construction contract commencing with the award of the construction contract and terminating with the acceptance of the Consultant's recommendation for the final payment for the Contractor. The Consultant shall advise and consult with the Client and all instructions to the Contractor shall be issued through the Consultant.

The Consultant shall visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the work in progress and to determine if the work is proceeding in conformance with the contract documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the work and shall endeavor to guard the Client against deficiencies in the work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the Contractor in accordance with the contract documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules, or regulations.

The Consultant will schedule and conduct construction meetings with the Contractor and distribute the minutes of the meetings. The Consultant shall review shop drawings, samples and other submissions for acceptance and conformance with the design intent of the contract documents. The Consultant shall prepare and distribute supplemental instructions, tentative change directives and change orders. The Consultant shall evaluate the Contractor's certificates for payment and recommend to the Client the amounts of payment due the Contractor. The Consultant shall determine the dates of substantial and final completion and shall recommend the final amount of payment due the Contractor. The Consultant shall conduct a post-construction evaluation of the project prior to the expiration of the Contractor's guaranty period for the project.

**Exhibit B**  
**Additional Services**

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Additional Services are not included as part of Basic Services. Additional Services provided by the Consultant shall be paid for by the Client in addition to payment for Basic Services in accordance with the basis of compensation in this Agreement.

Additional Services include services to research and investigate existing building conditions in lieu of Client supplied data.

Additional Services include services to administer the Minnesota Historical Society grant funds.

Additional Services includes other services authorized and confirmed in writing by the Client.

**Exhibit C**  
**Reimbursable Expenses**

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Reimbursable Expenses are expenses in addition to direct personnel expense and include expenses incurred by the Consultant and its subconsultants in the interest of the project. Reimbursable Expenses shall be paid for by the Client in accordance with the basis of compensation in this Agreement.

Reimbursable Expenses include, but are not limited to, the following: Transportation and living expenses for out-of-town travel authorized by the Client; long distance communications; reproduction, shipping, and handling of drawings, project manual and related documents; scale models, photography, and perspective drawings requested by the Client; fees paid to secure approvals of jurisdictional authorities; additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that amount carried by the Consultant and its subconsultants.

# MEMO

## AGENDA REPORT

**To:** Michael A. McGuire  
**From:** Joel Hewitt, Fire Chief  
**Subject:** Architect Selection  
**Date:** June 2, 1999

Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

### BACKGROUND

We have retained the services of Kraus Anderson to be our construction managers in building the new fire station number two. With their assistance and that of Mr. Ken Haider, City Engineer; Mr. Patrick Heffernan, Station Two Firefighter; and myself, we interviewed nine architectural firms from 12 requests for proposals. The finalist, subsequently, was interviewed by the Committee and City Manager.

All the firms that were interviewed, brought to the table the experience and expertise to design and construct a building. One firm, however, stood out from the rest of the field, SEH of Vadnais Heights. Their experience with municipals projects, work experience with Kraus Anderson and referendum marketing, provides the background we need to make this project a success. Their proposal is to partnership with the City to make this project a reality from marketing the referendum design and construction.

The fees are as follows:

- \* \$23,000 for the prereferendum work including design of the station and marketing the referendum.
- \* The construction fee would be a maximum of 7% of a \$1,500,000 station facility equaling \$105,000 for a total of \$128,000 for the entire project.

The proposal with SEH has been reviewed also by City Attorney Patrick Kelly and you.

### RECOMMENDATION

I request the City Council to authorize you to enter into an agreement on behalf of the City to market and design a fire station for replacement of the Gladstone station.

c: City Clerk

MEMORANDUM

TO: Michael A. McGuire, City Manager  
FROM: Bruce K. Anderson, Director of Parks and Recreation  
SUBJECT: Engineering Fees for the Community Center Expansion  
DATE: June 3, 1999 for the June 14, 1999 City Council Meeting

Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

INTRODUCTION

The Maplewood City Council has formally approved \$300,000 for the expansion of the Maplewood Community Center fitness facility. Staff has contracted with Ankeny-Kell Architects to provide architectural services to complete the expansion of the fitness area by approximately 930 square feet. The contract is estimated to not exceed \$25,000 based on a \$300,000 project

BACKGROUND

The City Council has approved the expansion of the Community Center as a 1999 C.I.P. project. The proposed project will expand the fitness facility by approximately 1,000 square feet, including space over the existing membership lounge and to the east over the existing entryway. The project is scheduled to begin in September and be completed by February 2000.

During construction the fitness equipment will be relocated to one-fourth of the gym. It is our intent to keep the track open during the entire construction. It is anticipated that the existing stairs will remain in their location and the project is intended to remain in the allocated budget amount.

RECOMMENDATION

Staff recommends that the enclosed contract proposed by Ankeny-Kell Architects be approved by the City Council with the monies to be allocated from P.A.C. funds.

kd\mccexpan.mcc  
Enclosure



ANKENY

KELL

ARCHITECTS

May 28, 1998

Mr. Bruce Anderson  
Director of Parks and Recreation  
City of Maplewood  
1830 East County Road B  
Maplewood, MN 55109

Re: Fee Proposal for the  
Expansion of the Maplewood Community Center  
Maplewood, Minnesota

Dear Mr. Anderson:

Ankeny Kell Architects (AKA) is pleased to submit this proposal to provide Architectural Services as described below, for the Maplewood Community Center at its location at 2100 White Bear Ave., Maplewood, Minnesota.

**Project Understanding:**

AKA understands the project is to consist of the expansion of the existing aerobic fitness area by approximate 930 square feet. This expansion will be in two locations. The first location will be to the south of the existing aerobic fitness area, built over the exiting lounge and a portion of the adjacent mechanical room, within the existing building. The second location will be to the east of the existing aerobic fitness and to be built on the existing roof of the racquet ball court.

**Scope of Services:**

- Development of construction documents for bidding and construction of the required expansion.
- Mechanical Engineering and construction documents, to be prepared by Gausman and Moore.
- Electrical Engineering and construction documents, to be prepared by Gausman and Moore.
- Structural Engineering and construction documents, to be prepared by Reigstad and Associates.
- Twice monthly construction observation and meeting attendance.
- Review of Shop Drawings and other normal construction administration services

**Budget:**

- AKA understands the project budget to be \$300,000. This budget is to include the Architectural and Engineering fees at 10% of construction cost. This budget is also to include a 10% construction contingency, estimated at \$25,000.
- The construction cost is estimated at \$250,000.

**Schedule:**

Construction Documentation	June and July of 1999
Bidding	August of 1999
Construction Start	Mid September of 1999
Completion of Construction	End of December of 1999

- The above schedule assumes that the existing aerobic fitness area will be vacated by the Community Center for the months of September, October and a portion of November of 1999.

**Compensation:**

- AKA will provide professional services base on a percentage of the construction costs. This compensation will be 10% of the construction costs. The Architectural and engineering fee is estimated to be \$25,000.

This fee does not include:

- Reimbursable expenses, which are billed at a cost plus 10%. Please see the enclosed AKA Hourly Rate and Reimbursable Schedule.

**Form of Agreement:**

Your counter signature on this letter will serve as the agreement. Please sign both copies and return one copy to our office so that we can begin work on this project.

Ankeny Kell Architects is looking forward to working with the City of Maplewood again. Please contact this office if you have any questions.

Sincerely,  
ANKENY, KELL ARCHITECTS, P.A.



Duane A. Kell, FAIA

cc: Eric N. Lagerquist, AIA

APPROVED:

CITY OF MAPLEWOOD

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_